

RESOLUTION NO. R- 10 -2018

**A RESOLUTION OF THE REDEVELOPMENT AGENCY  
OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PARTICIPATION AGREEMENT  
AMONG THE AGENCY AND STADION, LLC REGARDING DEVELOPMENT WITHIN THE  
SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT PROJECT AREA #1.**

**PREAMBLE**

**WHEREAS** the Eagle Mountain Redevelopment Agency (the "Agency") created the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area") and adopted a Community Reinvestment Project Area Plan for the Project Area for the purposes of facilitating development and job growth within the Project Area; and

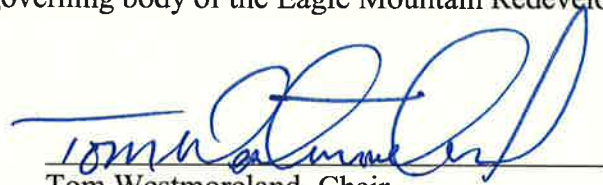
**WHEREAS** the Agency has been working with Stadion, LLC a Delaware limited liability company (the "Participant"), to develop a data center facility within the Project Area that will create a significant economic benefit within the Project Area; and

**WHEREAS** after careful analysis and consideration of relevant information, the Agency desires to enter into a Participation Agreement with the Participant whereby the Agency agrees to pay to the Participant a portion of the tax increment generated by the development within the Project Area as provided in the Participation Agreement attached hereto as **EXHIBIT A** (the "Participation Agreement").

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING BOARD OF THE EAGLE MOUNTAIN REDEVELOPMENT AGENCY AS FOLLOWS:

1. The Participation Agreement, substantially in the form attached hereto as **EXHIBIT A**, is approved and shall be executed for an on behalf of the Agency by the Chair and Secretary of the Agency Board.
2. This Resolution shall take effect upon adoption.

**APPROVED AND ADOPTED** by the governing body of the Eagle Mountain Redevelopment Agency this 15<sup>th</sup> day of May, 2018.

  
Tom Westmoreland, Chair

ATTEST:

  
Aaron Sanborn, Executive Director



## CERTIFICATION

The above resolution was adopted by the Redevelopment Agency of Eagle Mountain City on the 15<sup>th</sup> day of May, 2018.

Those voting aye:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves
- Tom Westmoreland

Those voting nay:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves
- Tom Westmoreland

  
\_\_\_\_\_  
Aaron Sanborn, Executive Director

**EXHIBIT A**  
**PARTICIPATION AGREEMENT**

# **CRA Participation Agreement**

between

The Redevelopment Agency of the City of Eagle Mountain

and

Stadion LLC

May 25, 2018



# CRA Participation Agreement

The Redevelopment Agency of the City of Eagle Mountain, a political subdivision of the State of Utah (the “**Agency**”), and Stadion LLC, a Delaware limited liability company (the “**Participant**”, and with the Agency, may be referred to herein collectively as “**Parties**” or individually as a “**Party**”), agree as follows as of May 25, 2018 (the “**Effective Date**”):

## 1. SUBJECT OF AGREEMENT

### 1.1 Purpose of the Agreement

The purpose of this CRA Participation Agreement (the “**Agreement**”) is (a) to implement the Sweet Water Industrial Park #1 Plan (the “**Project Area Plan**”) adopted by the Agency, by providing for the potential development of a data center consisting of real and personal property including a building or group of buildings for the construction, maintenance, use and/or operation of a data center, including ancillary buildings consisting of office buildings, utility buildings and temporary and/or prefabricated construction management buildings (each a “**Building**” and collectively the “**Buildings**”) with the uses of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Project Area (as defined below) and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenants located on, adjacent or near the Project Area that are reasonably related to the data center(s) (collectively, the “**Project**”) on approximately 487.5 acres of land, as more particularly described below, located in the City of Eagle Mountain, Utah (the “**City**”), comprising the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the “**Project Area**”), and (b) to specify the terms and conditions pursuant to which the Agency and the Participant will cooperate in bringing about this objective, including the funds the Agency will provide to assist in the development of the Project Area. The fulfillment of this Agreement is vital to and in the best interests of the City and the health, safety, and welfare of its residents, and in accord with public purposes and will provide a benefit to the City and its residents. This Agreement is carried out pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Agency, Title 17C of the Utah Code Annotated, in effect when the Project Area Plan was adopted (the “**Act**”).

### 1.2 The Project Area Plan

The Agency adopted Resolution No. 4-02-2018 on April 3, 2018, which authorized the preparation of a draft community reinvestment project area plan. This Agreement is subject to the provisions of the Project Area Plan, as approved and adopted on May 15, 2018, by the City

Council of the City, in Ordinance No. O-12-2018 (the “**Ordinance**”), in accordance with Section 17C-5-104 of the Act. The Project Area Plan and the Ordinance are attached hereto as **Exhibit A** and **Exhibit B**, respectively.

**1.3 The Project Area**

The Project Area is located within the boundaries of the City. The exact boundaries of the Project Area are specifically and legally described in **Exhibit C** attached hereto. The Project Area is shown on the Project Area Map which is attached hereto as **Exhibit D**. If requested by the Participant the Agency agrees to cooperate and take such action as is necessary under the Act to expand the Project Area to include any real property within the municipal limits of the City that is adjacent and contiguous to the Project Area (or that is separated from the Project Area only by roads, public rights of way, easements or similar land rights or uses) that the Participant or an affiliate of the Participant may from time to time acquire following the Effective Date.

**1.4 The Project Area Budget**

Pursuant to the Act, a Project Area Budget has been adopted by the Agency for the Project Area (the “**Project Area Budget**”). A copy of the Project Area Budget is attached hereto as **Exhibit E**.

**1.5 Interlocal Agreements**

On or before the Effective Date, the Agency has entered into separate interlocal agreements (collectively, the “**Interlocal Agreements**”) with various Taxing Entities (defined below) as follows:

(a) that certain Interlocal Cooperation Agreement between the Agency and the City, a copy of which is attached hereto as **Exhibit F**;

(b) that certain Interlocal Cooperation Agreement between the Agency and Utah County, Utah (the “**County**”), a copy of which is attached hereto as **Exhibit G**;

(c) that certain Interlocal Cooperation Agreement between the Agency and Alpine School District (the “**School District**”), a copy of which is attached hereto as **Exhibit H**;

(d) that certain Interlocal Cooperation Agreement between the Agency and the Unified Fire Service Area (the “**UFSA**”), a copy of which is attached hereto as **Exhibit I**; and

(e) that certain Interlocal Cooperation Agreement between the Agency and the Central Utah Water Conservancy District (the “**Water District**”), a copy of which is attached hereto as **Exhibit J**.

**1.6 Parties to the Agreement**

(a) Agency

The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Act. The address of the Agency for purposes of this Agreement is: Redevelopment Agency of the City of Eagle Mountain, 2565 North Pony Express Parkway, Eagle Mountain, Utah 84005, Attention: Aaron Sanborn.

(b) The Participant

The Participant is Stadion LLC, a Delaware limited liability company. The address of the Participant for the purposes of this Agreement is: 103 Foulk Road, Suite 202, Wilmington, DE 19803.

**1.7 No Additional Approvals.** Upon the approval of this Agreement by the Agency, and the expiration of all statutory notice and contest periods, no additional legislative action is required for the Agency to perform its obligations hereunder.

**2. ASSIGNMENT**

Except as permitted by Section 2.1 hereof, the Participant agrees for itself and any successor in interest that during the term of this Agreement the Participant shall not assign or transfer or attempt to assign or transfer all or any part of its obligations under this Agreement without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed.

**2.1 Permissible Transfers.**

Notwithstanding the provisions of this Agreement to the contrary, the Participant shall not be required to obtain the Agency's consent, and the Agency shall not be permitted to terminate this Agreement, in connection with the following transfers or the assignment of the Agreement pursuant to the following transfers: (a) the sale, exchange, issuance or redemption of any stock of the Participant or its parent that is listed on a public exchange; (b) transfers of less than a controlling interest in the Participant or its parent; (c) transfers of interests in either the Project or the Participant to an affiliate of the Participant; (d) changes in the organizational form of the Participant; (e) a transfer of the operational responsibilities of the Project to a third party; (f) a transfer of the fee simple ownership of the Project so long as the Participant or its affiliate continues to maintain a leasehold interest in the Project; (g) subletting or licensing of the Project; (h) a sale and lease back or similar financing transaction of the Project; (i) the granting of any lien, security interest, or other encumbrance upon the Project or the interests of the Participant in the Project; or (j) any use of the Project by a third party as a data center and related uses. In addition, the Participant may transfer real and personal property in the Project Area and retain Participant's rights to receive Tax Increment under this Agreement.

**2.2 Continuing Obligations**

Except as otherwise provided herein, and except for a transfer or assignment of this Agreement which has been consented to by the Agency, no assignment or transfer of this Agreement, any part hereof, any right herein, or approval hereof, by the Agency shall be deemed to relieve the Participant from any obligation under this Agreement. Upon the approval by the

Agency of an assignment of this Agreement, the assigning Participant will be relieved of all obligations under this Agreement arising from and after the date of such assignment and the Agency shall look solely to the assignee for performance of the obligations under this Agreement from and after the date of such assignment. All of the terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Participant and its permitted successors and assigns.

### 3 FINANCING OF THE DEVELOPMENT OF THE PROJECT AREA

#### 3.1 Nature of Participant’s Obligations

The Participant shall have the right to improve the Project Area by developing, at its own expense, the Project pursuant to and in accordance with that certain Development Agreement, dated as of the Effective Date, between the City and the Participant (as amended, restated, supplemented or otherwise modified from time to time, the “**Development Agreement**”) or as otherwise permitted by applicable law.

#### 3.2 Responsibility for Development Plans and Permits

For the avoidance of doubt, in the event the Participant elects to develop the Project Area, the Participant, but not the Agency, shall be responsible for preparing and completing any plans for the acquisition and construction of the Project.

#### 3.3 Funding Responsibility

The Participant and the Agency understand and agree that, except as otherwise expressly provided herein or in the Development Agreement, if Participant elects to develop the Project Area, funding for the development of the Project Area and its related improvements shall come from the Participant’s internal capital or financing obtained by the Participant. Except as otherwise expressly provided herein, the Agency shall not be liable or responsible for providing, obtaining or guaranteeing any financing for the Project.

### 4 TAX INCREMENT

#### 4.1 Tax Increment Reimbursement

The Project Area Plan will be funded in part by tax increment pursuant to the provisions of the Act. Under the Act, the Interlocal Agreements and the Project Area Budget, the Agency is entitled to receive the Property Tax Increment (as defined below) generated by and within the Project Area (collectively, the “**Project Area Funds**”) for each Phase (as defined below) over an initial period of twenty (20) full calendar years commencing with the Trigger Year (as defined below) for such Phase (each, an “**Increment Period**”). In accordance with the Project Area Budget and the Interlocal Agreements, the Agency shall begin to receive the Project Area Funds generated by each Phase in the Trigger Year for such Phase. Project Area Funds are to be paid into a separate account of the Agency used solely for the Tax Increment Reimbursement and other uses permissible hereunder and in accordance with the Act and shall be applied for the purposes described in the Project Area Plan, the Project Area Budget, the Interlocal Agreements

and this Agreement. If requested by Participant, so long as no Event of Default (as defined below) has occurred and is continuing, the Agency agrees to consider a request by Participant to extend each Increment Period for such period as Participant may reasonably request, but the Participant acknowledges that Agency has no ability to grant such a request without consent and approval of the various Taxing Entities.

For purposes of this Agreement, the following terms shall have the following corresponding meaning:

(a) **“Affordable Housing”** has the meaning set forth in the Act;

(b) **“Affordable Housing Funds”** means ten percent (10%) (the **“Maximum Affordable Housing Percentage”**) of the Project Area Funds, provided, however, if a change in law reduces the percentage of Project Area Funds the Agency is required to allocate to Affordable Housing, the Maximum Affordable Housing Percentage shall, from and after the effective date of such change in law, be automatically reduced to the minimum percentage required by such change in the law, provided, further, nothing herein shall require the Agency to pay any Affordable Housing Funds collected by the Agency prior to such change in applicable law to the Participant; and, if the Agency would have received at least \$100,000 per year in Affordable Housing Funds prior to the change in the law, the Agency shall be entitled to receive \$100,000 per year in Affordable Housing Funds notwithstanding such change in the law, which Affordable Housing Funds will be used for Affordable Housing and/or other economic development within the City pursuant to applicable law;

(c) **“Base Tax Amount”** (i) for the real property within the Project Area shall be \$66.00, calculated by multiplying the total taxable value for the Project Area for the 2017 tax year 5,867 by the combined tax rates of all Taxing Entities for the tax year 2017 (the **“Real Property Base Tax Amount”**), which shall be allocated proportionately to each Phase based on the square footage of real property contained within such Phase as compared to the total square footage of real property within the Project Area and (ii) for the tangible and intangible personal property within the Project Area shall be \$0.00 (the **“Personal Property Base Tax Amount”**);

(d) **“Net Project Area Funds”** means the Project Area Funds less the Affordable Housing Funds and the Expense Reserve (defined below);

(e) **“Personal Property”** or **“personal property”** has the meaning set forth in Section 59-2-102 of the Utah Code Annotated;

(f) **“Personal Property Tax Increment”** means Taxes levied each year by the Taxing Entities on tangible or intangible personal property for each Phase within the Project Area in excess of the Personal Property Base Tax Amount;

(g) **“Phase”** shall mean each phase of the development of the Project as designated by Participant, which Phase shall include at least one (1) Building and any

associated Real Property identified and designated by Participant. A Phase may or may not be a legally subdivided parcel of real property;

(h) **“Property Tax Increment”** shall mean the sum of (i) the Real Property Tax Increment, plus (ii) the Personal Property Tax Increment;

(i) **“Real Property”** or **“real property”** has the meaning set forth in Section 59-2-102 of the Utah Code Annotated;

(j) **“Real Property Tax Increment”** means Taxes levied each year by the Taxing Entities on the land and real property improvements for each Phase within the Project Area in excess of the Real Property Base Tax Amount allocated to such Phase pursuant to Section 4.1(c);

(k) **“Taxes”** shall mean all levies on an *ad valorem* basis upon land, real property improvements, personal property, or any other property with the Project Area;

(l) **“Taxing Entities”** shall mean each “taxing entity” as defined in the Act;

(m) **“Trigger Date”** means, with respect to a particular Phase, the date on which a temporary certificate of occupancy is issued for a Building in such Phase; and

(n) **“Trigger Year”** means, with respect to a particular Phase, the calendar year immediately after the calendar year in which the Trigger Date for such Phase occurs.

In consideration for the Participant’s election to construct the Project, which will promote the creation or retention of jobs within the City and State of Utah, and will provide a public benefit to the City and its residents, the Agency agrees to pay to the Participant for each Phase the sum of the following (collectively, and for each Phase, the **“Tax Increment Reimbursement”**): (a) the Net Project Area Funds attributable to Real Property Tax Increment (80% of the Real Property Tax Increment generated by such Phase) during the Increment Period for such Phase; and (b) one hundred percent (100%) of the Net Project Area Funds attributable to the Personal Property Tax Increment generated by such Phase during the Increment Period for such Phase. The Tax Increment Reimbursement for each Phase will be paid by the Agency within thirty (30) calendar days of the receipt of the Project Area Funds generated by such Phase by the Agency. The Agency agrees to promptly provide, and in all events within ten (10) days of the Trigger Date for each Phase, written notice of the occurrence of such Trigger Date to all Taxing Entities in accordance with the terms of the Interlocal Agreements.

Notwithstanding the foregoing, the Agency shall have the right to reserve in the account in which the Tax Increment Reimbursement is held, an amount not to exceed five thousand dollars (\$5,000) at any one time (the “Expense Reserve”), from which the Agency may deduct the Agency’s actual documented and reasonable out of pocket legal, administrative and overhead costs and expenses directly incurred by the Agency in establishing, administering or defending the Project Area and the Project Area Plan to the extent permitted hereunder. The Participant acknowledges and agrees that the Agency has no other funds or revenue to use to make payment hereunder other than Project Area Funds it receives.

#### 4.2 Conditions Precedent to Payment of the Tax Increment Reimbursement

In addition to the conditions stated elsewhere in this Agreement, the Agency shall have no obligation to make payment hereunder to the Participant for a particular Phase until the following conditions precedent are satisfied with respect to such Phase: (a) the Participant has constructed and received a temporary certificate of occupancy for one (1) Building within such Phase; and (b) the Agency has actually received payment of the Project Area Funds generated by such Phase. The Agency acknowledges that the Participant cannot predict if, when or at what rate development of the Project or any particular Phase will occur. The timing and rate for development of the Project and each Phase will depend upon numerous factors outside of the control of the Participant such as market orientation and demand, competition, availability of qualified laborers to construct the Project, and/or weather conditions that may delay construction. The Agency hereby acknowledges that the Participant may develop the Project and each Phase in such order and at such rate and times as the Participant deems appropriate within the exercise of its sole and absolute discretion. The Agency acknowledges that this right is consistent with the intent, purpose, and understanding of the Parties. Nothing in this Agreement shall be construed to require the Participant to proceed with the construction of or any other implementation of the Project or any portion thereof.

#### 4.3 Agency's Encumbrance of Project Area Funds

The Agency agrees that the Agency shall not, without the prior written consent of the Participant, which may be withheld in the Participant's sole and absolute discretion, issue any bonds or other indebtedness that are secured by Project Area Funds from the Project Area or otherwise take any action which could restrict or impede the payment of the Tax Increment Reimbursement to Participant, in each case, in whole or in part, until the expiration of all Increment Periods, but in no event later than sixty (60) years after the Effective Date.

#### 4.4 Payment of Real Property and *Ad Valorem* Taxes

Participant understands and agrees that the sole source of Project Area Funds is the payment of the Taxes within the Project Area. Nothing herein contained, however, shall be deemed to prohibit the Participant from contesting the validity or amount of any tax assessment, encumbrance, or lien, or to limit the remedies available to the Participant in respect thereto.

#### 4.5 Reduction or Elimination of Property Area Funds

In the event that the provisions of Utah law which govern the payment of Project Area Funds to the Agency are changed or amended so as to reduce or eliminate the amount paid to the Agency, the Agency's obligation to pay the Project Area Funds to the Participant hereunder shall be accordingly reduced or eliminated. The Participant specifically reserves and does not waive hereunder any right it may have to challenge any law change that would reduce or eliminate the payment of Project Area Funds to the Agency. The Participant acknowledges, understands and agrees that the Agency is under no obligation to challenge a change in law that reduces or eliminates the payment of Project Area Funds to the Agency; provided, the Agency will not oppose the Participant, and, if requested by Participant, Agency will cooperate with Participant,

if Participant challenges a change in the law that reduces or eliminates the payment of Project Area Funds to the Agency. The Participant agrees that Agency may utilize funds from the Expense Reserve as necessary to pay for such cooperation. In the event any change in law invalidates the Tax Increment Reimbursement provided in support of the Project, the Participant is hereby released from any and all obligations made by the Participant to the Agency. For further clarity, the Participant at its sole and exclusive discretion may, without penalty, terminate its obligations under this Agreement if any change in law invalidates the Participant's right to receive all or any portion of the Tax Increment Reimbursement. For purposes of this Section 4.5 and Section 4.6 below, the Agency's agreement to cooperate means the Agency agrees to (i) defend against any legal action seeking specific performance, declaratory relief or injunctive relief, (ii) set court dates at the earliest practicable date(s), (iii) testify on behalf of Participant, (iv) to provide information and data necessary to defend against such action, (v) affirmatively support the actions of Participant and (vi) not cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights against the other Party.

#### 4.6 Declaration of Invalidity

In the event a court of competent jurisdiction after final adjudication (by the highest court to which the matter may be appealed) (i) declares that the Agency cannot receive Project Area Funds or reimburse the Participant from Project Area Funds as provided in this Agreement, (ii) invalidates the Project Area, or (iii) takes any other action which eliminates or reduces the amount Project Area Funds paid to the Agency, the Agency's obligation to pay the Tax Increment Reimbursement to the Participant hereunder shall be accordingly reduced or eliminated. The Participant specifically reserves and does not waive hereunder any right it may have to challenge a ruling, decision or order by any court that would reduce or eliminate the payment of Project Area Funds to the Agency. The Participant acknowledges, understands and agrees that the Agency is under no obligation to challenge a ruling, decision or order by any court that reduces or eliminates the payment of Project Area Funds to the Agency; provided, the Agency will not oppose the Participant and, if requested by Participant, will cooperate with Participant if Participant challenges a ruling by any court. The Participant agrees that Agency may utilize funds from the Expense Reserve as necessary to pay for such cooperation. Additionally, if any court invalidates the Project Area Plan or Project Area Budget as a result of a procedural defect, the Agency shall take such actions as are necessary to correct such procedural defect and adopt the Project Area Plan and Project Area Budget. In the event any court invalidates the Tax Increment Reimbursement provided in support of the Project, the Participant is hereby released from any and all obligations made by the Participant to the Agency. For further clarity, the Participant at its sole and exclusive discretion may, without penalty, terminate its obligations under this Agreement if any court invalidates the Participant's right to receive all or any portion of the Tax Increment Reimbursement.

#### 4.7 New Taxes

The Agency agrees that if any Taxes, other than special assessments assessed against all property within an assessment district in accordance with the special benefits conferred upon the property and not in excess of such benefits as provided for under applicable law, but including



levies, imposts, franchise fees or taxes, duties, deductions, withholdings, and similar charges, are enacted during the term of this Agreement and by applicable law are allowed to be used as Project Area Funds (the “**New Taxes**”), the Agency shall seek to amend the Interlocal Agreements to include such New Taxes and the Agency shall make an economic development payment to the Participant equal to all such New Taxes for the duration of the term of this Agreement to the fullest extent the Agency is legally able to do so pursuant to the Act. The Agency shall not consent to an amendment or modification of any existing Taxes so as to cause them to first become applicable to the Project Area or the Participant (including without limitation any materials purchased for use in connection with the construction, repair, replacement or replenishment of any materials or equipment used for the Project (collectively, “**Equipment**”) after the Effective Date, and if existing Taxes are so amended or modified, the Agency shall seek to amend the Interlocal Agreements to include such Taxes and will make economic development payments equal to all such Taxes to the Participant to the fullest extent the Agency is legally able to do so. The Agency will not consent to any increase in the applicable rate, as of the Effective Date, of any Tax affecting the Project Area unless such increase is pursuant to, and in proportion with, an across-the-board increase in all rates for such Tax.

#### **4.8**    Central Assessment

In the event of any change in law, or if the type of real property or personal property used by Participant results in Taxes not being assessed by a Taxing Entity which has agreed to pay such Taxes to the Agency pursuant to an Interlocal Agreement, the Agency shall use all commercially reasonable efforts to enter into Interlocal Agreements with the governmental agency responsible for assessing such Taxes, to the extent necessary, to cause all Property Tax Increment payable with respect to the real property and personal property located in the Project Area to be payable to the Agency and then to the Participant on the terms set forth herein.

### **5**    **DEVELOPMENT OF THE PROJECT AREA**

If and to the extent Participant elects to develop the Project Area, the Participant agrees to develop, or cause to be developed, the Project Area as permitted by the Development Agreement; provided, a breach of the Development Agreement shall not constitute a default hereunder.

### **6**    **DEFAULTS, REMEDIES AND TERMINATION**

#### **6.1**    Default

If either the Agency or the Participant fails to perform or delays performance of any term or provision of this Agreement or any representation or warranty made herein proves to be false or misleading in any material respect when made, such conduct shall constitute default hereunder. The Party in default must commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy within the periods provided in Section 6.3 hereof.

## 6.2 Notice

If a default under this Agreement occurs, the non-defaulting Party shall give written notice of the default (a “**Default Notice**”) to the Party in default, specifying the nature of the default. Failure or delay in giving a Default Notice shall not constitute a waiver of any default or operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any right or remedy hereunder shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

## 6.3 Cure Period

The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject default continues uncured for a period of one hundred eighty (180) days after delivery of the Default Notice with respect thereto or, where the default is of a nature which cannot be cured within such one hundred eighty (180) day period, the defaulting Party fails to commence such cure within one hundred eighty (180) days and to diligently proceed to complete the same. A default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within one hundred eighty (180) days. Notwithstanding the foregoing, with respect to any event of default arising with respect to a non-monetary obligation of a Party hereunder, the non-defaulting Party shall have no right to exercise a right or remedy hereunder unless and until the defaulting Party fails to fully rectify and cure the default within one hundred and eighty (180) days after final adjudication (by the highest court to which the matter may be appealed) that the defaulting Party is in default under this Agreement (or, where the default is of a nature which cannot be cured within such one hundred eighty (180) day period, the defaulting party fails to commence such cure within one hundred eighty (180) days, if reasonably possible, and to diligently proceed to complete the same). During the period of time, if any, that a judicial determination of an alleged default by Participant is proceeding, the Agency obligation to pay to the Participant that portion of the Tax Increment Reimbursement which is at issue shall continue unless a final non-appealable judgement determines that the Agency did not have an obligations to pay all or a portion of the Tax Increment Reimbursement, in which event, such portion of the Tax Increment Reimbursement shall be repaid by Participant to Agency.

## 6.4 Rights and Remedies

Upon the occurrence and during the continuance of an event of default beyond all applicable notice and cure periods hereunder (an “**Event of Default**”) by the Agency, the Participant shall have all rights and remedies against Agency as may be available at law or in equity, including, without limitation, the right to obtain specific performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Upon the occurrence and during the continuance of an Event of Default by Participant, the Agency may terminate this Agreement and, if the Agency has actual damages (excluding any consequential, punitive, or special damages) as a result of such Event of Default the Agency may seek to recover such damages in an amount not to exceed the amount of the Tax

Increment Reimbursement actually received by Participant. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the Event of Default or any other Event of Default by the defaulting Party.

## **6.5 Legal Actions**

### **6.5.1 Venue**

All legal actions must be instituted in the Fourth Judicial District Court for the State of Utah, unless they involve a case with mandatory federal jurisdiction, in which case they must be instituted in the Federal District Court for the District of Utah.

### **6.5.2 Services of Process**

Service of process on the Agency shall be made by personal service upon the Executive Director of the Agency with a copy to the Eagle Mountain City, c/o City Recorder, 1650 E. Stagecoach Run Eagle Mountain, UT 84005, or in such other manner as may be provided by law.

Service of process on the Participant shall be by personal service upon its Registered Agent, or in such other manner as may be provided by law. The Participant's Registered Agent is Corporate Service Company, 251 Little Falls Drive, City of Wilmington, County of New Castle, Delaware, 19808. Participant shall notify Agency of any change in its Registered Agent by delivering written notice to Agency.

### **6.5.3 Applicable Law**

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

### **6.5.4 Waiver of Jury Trial.**

Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source, including but not limited to the Constitution of the United States, the Constitution of any state, common law or any applicable statute or regulation. Each Party hereby acknowledges that it is knowingly and voluntarily waiving the right to demand trial by jury.

### **6.5.5 Early Termination by Participant.**

The Participant may at any time elect to terminate this Agreement by providing written notice to Agency, in which event, this Agreement shall terminate as of the date of the delivery of such notice to Agency.

## **7 GENERAL PROVISIONS**

**7.1 Notices, Demands, and Communications Among the Parties**

Notices, demands, and communications between the Agency and the Participant shall be sufficiently given if personally delivered or if dispatched by registered or certified mail, postage prepaid, return receipt requested, or an overnight commercial delivery service to the principal offices of the Agency and the Participant, as designated in Section 1.6 hereof. Either Party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section. All such notices and other communications shall be effective upon actual receipt by the relevant Party or, if delivered by overnight courier service, upon the first business day after the date deposited with such courier service for overnight (next-day) delivery or, if mailed, upon the third business day after the date deposited into the mail or, if delivered by hand, upon delivery.

**7.2 Severability**

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or provision herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

**7.3 Nonliability of Agency Officials and Employees**

No member, director, officer, agent, employee, or consultant of the Agency shall be personally liable to the Participant, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Participant or its successors or on any obligations under the terms of this Agreement. No member, director, officer, agent, employee, or consultant of Participant shall be personally liable to the Agency, or any successor in interest, in the event of any default or breach by the Participant or for any amount which may become due to the Agency or its successors or on any obligations under the terms of this Agreement.

**7.4 Enforced Delay; Extension of Time and Performance**

In addition to the specific provisions of this Agreement, neither Party shall be deemed to be in default hereunder when its fails to perform or delays performance of any non-monetary obligations under this Agreement to the extent due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, newly enacted governmental restrictions unusually severe weather, inability to secure necessary labor, materials or tools, acts or failure to act of the Agency (with respect to Participant only) or any other public or governmental entity. An extension of time to perform shall be granted as a result of any of the foregoing causes,

which extension shall be for the period of the forced delay and shall run from the time of the commencement of the cause, if notice is sent by the Party claiming such extension to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and the Participant by mutual agreement.

**7.5 Approvals**

Whenever the consent or approval is required of any Party hereunder, such consent or approval shall not be unreasonably withheld, delayed or conditioned except as otherwise specifically provided herein, and shall be in writing.

**7.6 Time of the Essence**

Time shall be of the essence of this Agreement.

**7.7 Interpretation**

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise among the Parties hereto.

**7.8 No Third-Party Beneficiaries**

It is understood and agreed that this Agreement shall not create in either Party hereto any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any of the benefits hereunder should accrue to any third party.

**7.9 Effect and Duration of Covenants; Term of Agreement**

The covenants contained in this Agreement shall, without regard to technical classification and designation, bind the Participant and Agency and any of their respective successors in interest. The covenants contained in this Agreement shall inure to the benefit of and in favor of the Agency and Participant and to their respective successors and assigns during the term of this Agreement. Except as otherwise provided herein, the term of this Agreement shall run from the Effective Date until the expiration of the last Increment Period, provided, the Parties shall continue to have the right to seek to enforce, or commence proceeding to enforce, the obligations of the other Party that arose prior to the termination of this Agreement.

**8 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS**

**8.1** This Agreement may be executed in duplicate originals, each of which shall be deemed an original. This Agreement, including all Exhibits hereto, constitutes the entire understanding and agreement of the Parties with respect to the matters set

forth herein. All Exhibits attached hereto are hereby incorporated herein by reference and are made a part hereof as though fully set forth herein.

- 8.2 When executed by both Parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between or among the Parties with respect to all or any part of the Project Area and the development thereof.
- 8.3 All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement by the Participant and the Agency.
- 8.4 Each Party hereto hereby represents and warrants unto the other as of the Effective Date that (i) this Agreement has been duly authorized by such Party and when executed and delivered will constitute the valid, legal and binding agreement and obligation of such Party enforceable against such Party in accordance with the terms hereof, and (ii) each person signing on behalf of such Party has been duly authorized by the governing body or board of such Party to bind such Party to the terms and conditions hereof.
- 8.5 In the event any litigation ensues with respect to the rights, duties and obligations of the Parties under this Agreement, the unsuccessful Party in any such action or proceeding shall pay for all costs, expenses and reasonable attorney's fees incurred by the prevailing party in enforcing the covenants and agreements of this Agreement. The term "prevailing party," as used herein, shall include, without limitation, a Party who obtains legal counsel and (a) brings action against the other Party by reason of the other Party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment or (b) defends an action against brought by the other Party and the other Party fails to obtain substantially the relief sought, whether by compromise, settlement or judgment.

## 9 MORTGAGEE PROTECTIONS; ESTOPPEL

- 9.1 The Parties hereto agree that this Agreement shall not prevent or limit the Participant from encumbering the Project or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgages, deeds of trust, sale and leaseback, or other form of secured financing ("**Mortgage**") with respect to the construction, development, use or operation of the Project and parts thereof. The Agency acknowledges that the lender(s) providing such Mortgages may require certain interpretations and modifications to this Agreement and the Agency agrees, upon request, from time to time, to meet with the Participant and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. The Agency will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement.

- 9.2 Notwithstanding any of the provisions of this Agreement to the contrary, the holder of a Mortgage (a “**Mortgagee**”) shall not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of the Participant or other affirmative covenants of the Participant hereunder, or to guarantee such performance.
- 9.3 The Mortgagee of any Mortgage or deed of trust encumbering the Project, or any part or interest thereof, that has submitted a request in writing to the Agency in the manner specified herein for giving notices shall be entitled to receive written notification from the Agency of any notice of non-compliance by the Participant in the performance of the Participant’s obligations under this Agreement. If the Agency timely receives a request from a Mortgagee requesting a copy of any notice of non-compliance given to the Participant under the terms of this Agreement, the Agency shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of non-compliance to the Participant. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance for a period of one hundred twenty (120) days after the Mortgagee receives such written notice.
- 9.4 If this Agreement is terminated as to any portion of the Project by reason of (i) any Event of Default or (ii) as a result of a bankruptcy proceeding of the Participant, or if this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Participant or its property, the Agency, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new CRA Participation Agreement for the Project as to such portion of the Project with the most senior Mortgagee requesting such new agreement.
- 9.5 At any time, and from time to time, Participant may deliver written notice to the Agency, and the Agency may deliver written notice to the Participant, requesting that such Party certify in writing that, to the knowledge of the certifying Party (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach, and (iv) any other factual matters reasonably requested (an “**Estoppel Certificate**”). The Executive Director of the Agency shall be authorized to execute, on behalf of the Agency, any Estoppel Certificate requested by the Participant which complies with this Section 9.5 within fifteen (15) days of a written request for such Estoppel Certificate. The Agency’s failure to furnish an Estoppel Certificate within fifteen (15) days after request therefor shall be conclusively presumed that: (a) this Agreement is in full force and effect without modification in accordance with the terms set forth in the request; and (b) that there are no breaches or defaults on the part of Participant. The Agency acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Participant and by Mortgagees holding an interest in the Property.

## 10 CONFIDENTIALITY

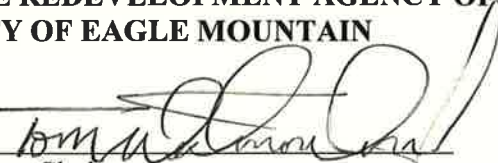
- 10.1** The Parties acknowledge and agree that this Agreement shall become a public record under Utah law, and that discussion regarding this Agreement shall take place before the Agency board in open session. The Agency covenants that it will hold all information obtained by it, or any person employed by or representing the Agency, related to the Participant's business in strictest confidence and the Agency covenants not to disclose, divulge or otherwise communicate in any manner to any person or entity, other than to those parties necessary to verify compliance with this Agreement, provided that such parties are likewise under reasonable confidentiality obligations and not subject to public disclosure unless otherwise required by applicable laws.
- 10.2** The Participant may designate any trade secrets or confidential business information included in any report or other writing delivered to the Agency pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Participant claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors of the Participant and serve no public purpose (such information, collectively, "**Confidential Business Information**"). The Agency shall redact or delete from any records it makes available for inspection or of which it provides copies any material designated by the Participant as Confidential Business Information. Promptly following the Agency's receipt of any request to provide copies of public records relating to this Agreement or the Project or for inspection of the same by any third party, the Agency shall give written notice and a copy of such request to the Participant. The Agency shall not allow inspection or provide copies of any such records until the Agency shall have had not less than ten (10) business days excluding the day of receipt to determine whether to contest the right of any party to inspect or receive copies of the records or to inspect such records without redaction of the Confidential Business Information. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Participant or the Agency. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Participant or at its request by the Agency to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Participant.

[SIGNATURES ON THE FOLLOWING PAGE



SIGNATURE PAGE TO THE PARTICIPATION AGREEMENT

**THE REDEVELOPMENT AGENCY OF THE  
CITY OF EAGLE MOUNTAIN**

By:   
Chairperson

Attest:

By:   
Executive Director



**STADION LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SIGNATURE PAGE TO THE PARTICIPATION AGREEMENT

**THE REDEVELOPMENT AGENCY OF THE  
CITY OF EAGLE MOUNTAIN**

By: \_\_\_\_\_  
Chairperson

Attest:

By: \_\_\_\_\_  
Executive Director

**STADION LLC,**  
a Delaware limited liability company

By: Matthew R. VanderZanden  
Name: Matthew R. VanderZanden  
Title: Authorized Agent

STATE OF UTAH )  
 )  
 ) : ss.  
 )  
COUNTY OF UTAH )

In the County of Utah, State of Utah, on this 23<sup>rd</sup> day of May, 2018, before me, the undersigned notary, personally appeared Aaron Sanborn and Tom Westmoreland, the Chairperson and Executive Director respectively, of the Redevelopment Agency of the City of Eagle Mountain, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Melanie A. Lahman

Notary signature and seal



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

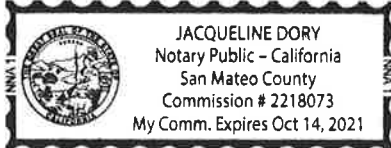
STATE OF CALIFORNIA }  
 } ss.  
COUNTY OF San Mateo }

On May 22, 2018 before me, Jacqueline Dory, notary public, personally appeared Matthew VanderZanden, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jacqueline Dory* (Seal)



**Exhibit A**  
**Project Area Plan**

PROJECT AREA PLAN

# SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT AREA (CRA) #1

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH



MAY 2018



**LEWIS YOUNG  
ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING • 41 N. RIO GRANDE, STE 101 • SALT LAKE CITY, UT 84101  
(P) 801-596-0700 • (TF) 800-581-1100 • (F) 801-596-2500 • WWW.LEWISYOUNG.COM



# Table of Contents

TABLE OF CONTENTS ..... 2

DEFINITIONS ..... 3

INTRODUCTION ..... 5

DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA ..... 6

GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING DENSITIES AND HOW THEY WILL BE AFFECTED BY THE PROJECT AREA ..... 6

STANDARDS GUIDING THE COMMUNITY REINVESTMENT ..... 7

HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY COMMUNITY DEVELOPMENT ..... 7

CONFORMANCE OF THE PROPOSED DEVELOPMENT TO THE COMMUNITY'S GENERAL PLAN ..... 8

DESCRIBE ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY REINVESTMENT .. 8

METHOD OF SELECTION OF PRIVATE DEVELOPERS TO UNDERTAKE THE COMMUNITY REINVESTMENT AND IDENTIFICATION OF DEVELOPERS CURRENTLY INVOLVED IN THE PROCESS ..... 8

REASON FOR SELECTION OF THE PROJECT AREA ..... 8

DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA ..... 9

DESCRIPTION OF ANY TAX INCENTIVES OFFERED PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA ..... 9

ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT ..... 10

EXHIBIT A: LEGAL DESCRIPTION OF SWEET WATER INDUSTRIAL PARK CRA #1 ..... 12

EXHIBIT B: PROJECT AREA MAP ..... 13



## Definitions

As used in this Community Reinvestment Project Area Plan, the term:

**"Act"** shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment Agency Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

**"Agency"** shall mean the Eagle Mountain Redevelopment Agency, which is a separate body corporate and politic created by the City pursuant to the Act.

**"Base taxable value"** shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-1-102(8) from which tax increment will be collected.

**"Base year"** shall mean the agreed upon year for which the base taxable value is established and shall be incorporated into the interlocal agreements with participating taxing entities.

**"Base taxable year"** shall mean the Base Year during which the Project Area Budget is approved pursuant to Subsection 17C-1-102(9)(d).

**"City" or "Community"** shall mean the City of Eagle Mountain.

**"Legislative body"** shall mean the City Council of Eagle Mountain which is the legislative body of the City.

**"Plan Hearing"** shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (41) and 17C-5-104(3)(e).

**"Project Area"** shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (**Exhibit A & Exhibit B**).

**"Net Present Value (NPV)"** shall mean the discounted value of a cash flow. The NPV illustrates the total value of a stream of revenue over a number of years in today's dollars.

**"Project Area Budget"** shall mean (as further described under 17-C-5-303 of the Act) the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

- ☞ the base taxable value of property in the Project Area;
- ☞ the projected tax increment expected to be generated within the Project Area;
- ☞ the amount of tax increment expected to be shared with other taxing entities;
- ☞ the amount of tax increment expected to be used to implement the Project Area plan;
- ☞ if the area from which tax increment is to be collected is less than the entire Project Area;





- the tax identification number of the parcels from which tax increment will be collected; or
- a legal description of the portion of the Project Area from which tax increment will be collected; and

☞ for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

**“Project Area Plan”** or **“Plan”** shall mean the written plan (outlined by 17C-5-105 of the Act) that, after its effective date, guides and controls the community reinvestment activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference. It is anticipated that the SWEET WATER INDUSTRIAL PARK #1 PLAN will be subject to an interlocal agreement process with the taxing entities within the Project Area.

**“Taxes”** includes all levies on an ad valorem basis upon land, local and centrally assessed real property, personal property, or any other property, tangible or intangible.

**“Taxing Entity”** shall mean any public entity that levies a tax on any property within the Project Area.

**“Tax Increment”** shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

**“Tax Increment Period”** shall mean the period of time in which the taxing entities from the Project Area consent that a portion of their tax increment from the Project Area be used to fund the objectives outlined in the Project Area Plan.

**“Tax Year”** shall mean the 12-month period between sequential tax roll equalizations (November 1<sup>st</sup> - October 31<sup>st</sup>) of the following year, e.g., the November 1, 2017 - October 31, 2018 tax year.



## Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of Eagle Mountain City (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this draft Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of development, scope, financing mechanism, and value to the residents of the City and other taxing entities within the Project Area.

The Project Area is being undertaken as a community reinvestment project area pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Governmental Entities -- Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area. The realization of the Plan is subject to interlocal agreements between the taxing entities individually and the Agency.

## Resolution Authorizing the Preparation of a Draft Community Reinvestment Project Area Plan

Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on **April 3, 2018**.

Utah Code  
§17C-5-104

## Recitals of Prerequisites for Adopting a Community Reinvestment Project Area Plan

In order to adopt a community reinvestment project area plan, the Agency shall;

- ☞ Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law;
- ☞ Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency's deliberations and considerations regarding the Project Area; and
  - Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.

UTAH CODE  
§17C-5-105(1)

## Description of the Boundaries of the Proposed Project Area

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as **Exhibit A** and **Exhibit B** and incorporated herein. The Project Area lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North. All of the land use in the project area is currently vacant. The Project Area is comprised of approximately 487 acres of property.

As delineated in the office of the Utah County Recorder, the Project Area encompasses all of the parcels detailed in **Table 1**.

**TABLE 1: PARCEL LIST**

Parcel Id	Parcel Owner	Acres
59:057:0003	Monte Vista Ranch LC	244.78
59:057:0004	Monte Vista Ranch LC	242.66
<b>Total</b>		<b>487.44</b>

UTAH CODE  
§17C-5-105(1)

## General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Densities and How They Will be Affected by the Project Area

### General Land Uses

The property within the Project Area is currently classified as greenbelt property. The majority of the property surrounding the Project Area is also greenbelt.

Table 1 summarizes the approximate acreage of existing land uses by land use type.

**TABLE 2: LAND USES**

Type	Acres	% of Area
Greenbelt	487.44	100%
<b>Total</b>	<b>487.44</b>	<b>100%</b>

This Project Area Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Project Area Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including all goals and objectives in the City's General Plan.

### Layout of Principal Streets

There are currently no paved streets within the Project Area, 1000 N., an unpaved road runs along the southern periphery of the Project Area.



### **Population Densities**

There are no residences within the Project Area, therefore the estimated population density is 0.0 residents per acre.

### **Building Densities**

Building densities will increase as development occurs. The intent of this plan is to promote greater economic utilization of the land area.

### **Impact of Community Development on Land Use, Layout of Principal Streets, and Population Densities**

Community reinvestment activities within the Project Area will mostly consist of development and economic enhancement of an underutilized area of the City. The types of land uses will include: a data center and office building.

**Land Use** – It is anticipated that future development within the Project Area will create space for a data center, associated office building and other supplementary development that may take place during future phases of the development.

**Layout of Principal Streets** – It is anticipated that the community reinvestment of the Project Area will not alter the layout of principal streets in the area. It is anticipated that access roads will be constructed within the Project Area.

**Population Densities** – The Project Area does not include any residential components. The population density will not be affected by the Project Area. The daytime population of the City will slightly increase as the Project Area is anticipated to create approximately 50 new jobs.

UTAH CODE  
§17C-5-105(c)

### **Standards Guiding the Community Reinvestment**

In order to provide maximum flexibility in the development and economic promotion of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City's proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the Agency, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

UTAH CODE  
§17C-5-105(d)

### **How the Purposes of this Title Will Be Attained By Community Development**



It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate the development within the Project Area.

UTAH CODE  
§17C-5-105(E)

## **Conformance of the Proposed Development to the Community's General Plan**

The proposed Community Reinvestment Project Area Plan and the development contemplated are consistent with the City's proposed General Plan and land use regulations.

UTAH CODE  
§17C-5-105(G)

## **Describe any Specific Project or Projects that are the object of the Proposed Community Reinvestment**

The Project Area is being created in order to assist with the construction of a future data center facility and associated office.

UTAH CODE  
§17C-5-105(H)

## **Method of Selection of Private Developers to undertake the Community Reinvestment and Identification of Developers Currently Involved in the Process**

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDC Utah, and/or from other such references.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers may need to provide a detailed development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

UTAH CODE  
§17C-5-105(I)

## **Reason for Selection of the Project Area**

The Project Area is currently classified as greenbelt and is collecting relatively no tax revenue for the taxing entities. The creation of the Project Area will create a significant economic benefit to all taxing entities as this underutilized area will be developed to a higher and greater use.



UTAH CODE  
§17C-5-105(J)

## Description of Physical, Social and Economic Conditions Existing in the Project Area

### Physical Conditions

The Project Area consists of approximately 487 acres of relatively flat, privately owned land as shown on the Project Area map.

### Social Conditions

The Project Area experiences a lack of connectivity and vitality. There are no residential units and no parks, libraries, or other social gathering places in the Project Area. This is in line with the contemplated uses of the area surrounding the Project Area, as the area surrounding the Project Area is currently under the greenbelt classification.

### Economic Conditions

The Project Area is currently under greenbelt classification. The Agency wants to encourage development within the Project Area that will directly benefit the existing economic base of the City, Utah County and other taxing entities.

UTAH CODE  
§17C-5-105(K)

## Description of any Tax Incentives Offered Private Entities for Facilities Located in the Project Area

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land and job-oriented incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems to be appropriate under the circumstances. A cost benefit analysis will assist the Agency in making decisions about offering assistance.

In general, tax incentives may be offered to achieve the community reinvestment goals and objectives of this plan, specifically to:

- ☒ Foster and accelerate economic development;
- ☒ Stimulate job development;
- ☒ Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space;
- ☒ Assist with property acquisition and/or land assembly; and
- ☒ Provide attractive development for high-quality tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity.



UTAH CODE  
§17C-5-105(2)

## Anticipated Public Benefit to be Derived from the Community Development

UTAH CODE  
§17C-5-105(2)(ii)(A)

### The Beneficial Influences upon the Tax Base of the Community

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and affordable housing opportunities in the community. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values as the property within the Project Area will no longer be classified as greenbelt. Property values include land, buildings and personal property (machines, equipment, etc.).

Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Additionally, business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity within the Project Area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

UTAH CODE  
§17C-5-105(2)(ii)(B)

### The Associated Business and Economic Activity Likely to be Stimulated

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available). The City also envisions this area as a future industrial park, this development will act as an anchor and likely attract new businesses to the area.

UTAH CODE  
§17C-5-105(2)(B)

### Efforts to Maximize Private Investment

The agency has formed a partnership with the developers to realize the vision of this project area. It is anticipated that the development will require over \$750,000,000 of private capital. Creating a CRA will act as a catalyst for the development.

UTAH CODE  
§17C-5-105(2)(C)

### "But For" Analysis

The anticipated development includes numerous costs, including land purchase, infrastructure and over \$375 million of personal property. "But-for" the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.

UTAH CODE  
§17C-5-105(2)

**Cost/Benefit Analysis**

Based on the land use assumptions and tax increment participation levels, the following tables outline the benefits anticipated in the Project Area. As shown below, the proposed community reinvestment will create a net benefit to the City and the other taxing entities that participate in the Project Area. The cost/benefit analysis only includes the tax increment projections on the first two phases of the development. The Agency may be allowed to receive 20 years of tax increment on each building that is constructed during the initial 20-year tax increment financing period. Each addition 20-year period will be outlined in an amended Project Area Plan, as necessary.

**TABLE 3: SOURCES OF TAX INCREMENT FUNDS**

Entity	Percentage	Length	Total	NPV at 4%
Utah County	100% Personal Property 80% Real Property	20 Years	\$9,301,260	\$7,293,590
Alpine School District	100% Personal Property 80% Real Property	20 Years	85,573,980	67,102,904
Eagle Mountain City	100% Personal Property 80% Real Property	20 Years	12,071,340	9,465,751
Central Utah Water Conservancy District	100% Personal Property 80% Real Property	20 Years	4,776,000	3,745,104
Unified Fire District – Salt Lake County	100% Personal Property 80% Real Property	20 Years	21,599,460	16,937,234
<b>Total Sources of Tax Increment Funds</b>			<b>\$133,322,040</b>	<b>\$104,544,582</b>

**TABLE 4: PROJECT AREA REVENUES**

Entity	Property Tax	Franchise Tax	Total Tax Increment Revenues
Utah County	\$10,469,760	-	\$10,469,760
Alpine School District	96,324,480	-	96,324,480
Eagle Mountain City	13,587,840	359,982	13,947,822
Central Utah Water Conservancy District	5,376,000	-	5,376,000
Unified Fire District – Salt Lake County	24,312,960	-	24,312,960
<b>Total Revenue</b>	<b>\$150,071,040</b>	<b>\$359,982</b>	<b>\$150,431,022</b>

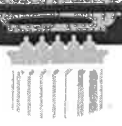
**TABLE 5: PROJECT AREA EXPENDITURES**

Entity	Property Tax	General Government	Public Safety	Public Works	Total Expenditures
Utah County	\$9,301,260	\$208,815	-	-	\$9,510,075
Alpine School District	85,573,980	931,374	-	-	86,505,354
Eagle Mountain City	12,071,340	423,378	351,458	671,337	13,517,513
Central Utah Water Conservancy District	4,776,000	140,497	-	-	4,916,497
Unified Fire District – Salt Lake County	21,599,460	522,278	-	-	22,121,738
<b>Total Revenue</b>	<b>\$133,322,040</b>	<b>\$2,226,343</b>	<b>\$351,458</b>	<b>\$671,337</b>	<b>\$136,571,178</b>

The total net benefit to the taxing entities of participating in the Project Area is \$13,859,844, with the City's net benefit being \$430,308<sup>1</sup>.

<sup>1</sup> The net benefit does not include the \$13.32 million housing portion of tax increment that will be reinvested into the City. Including this increases the City's net benefit to \$13,752,512.





## EXHIBIT A: Legal Description of Sweet Water Industrial Park CRA #1

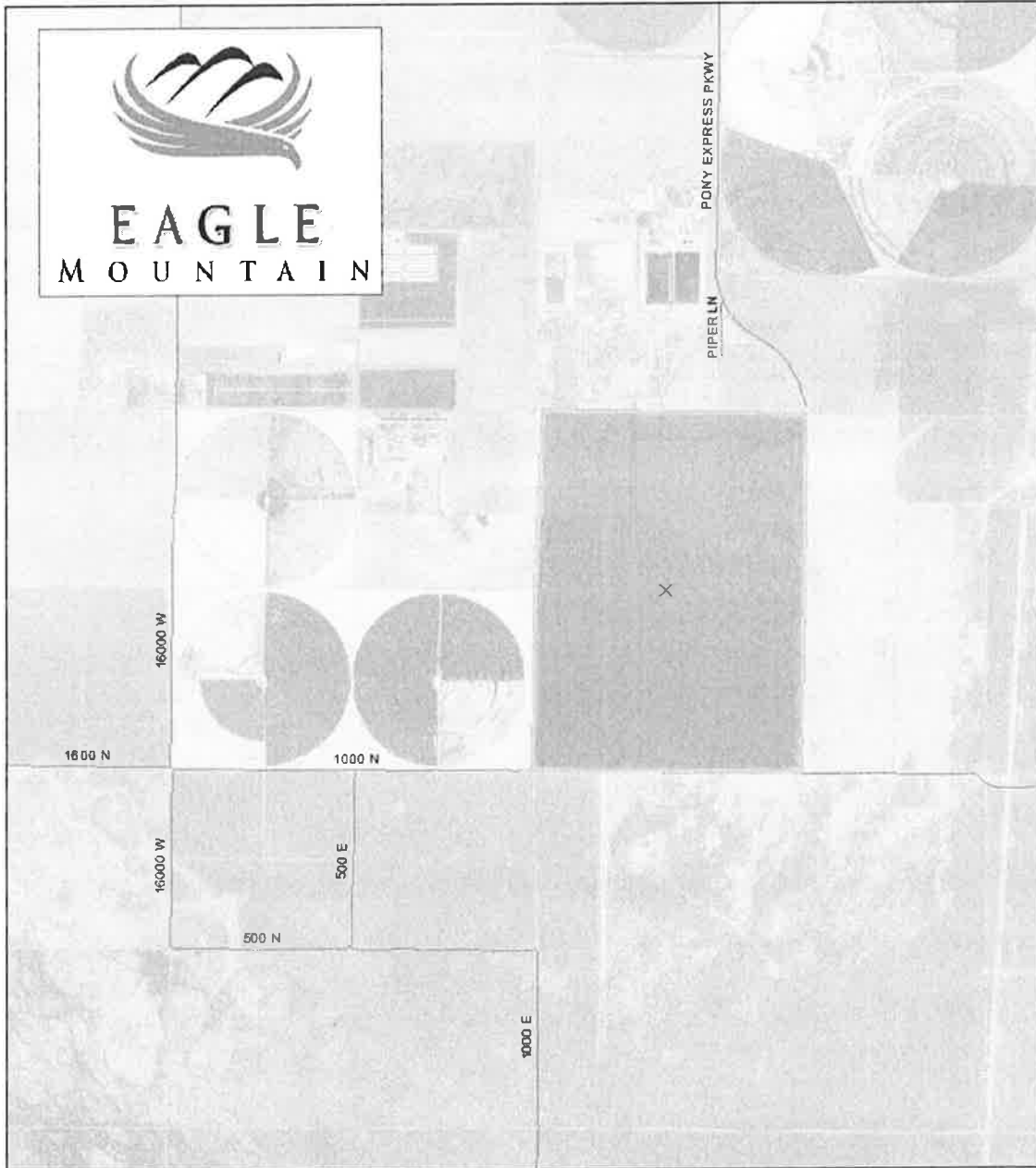
**Serial number:** 59:057:0003

**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS.; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

**Serial number:** 59:057:0004

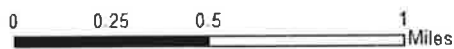
**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS.; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.

**EXHIBIT B: Project Area Map**  
MAP OF PROPOSED PROJECT AREA BOUNDARIES



**SWEET WATER INDUSTRIAL PARK CRA #1**

Sweet Water Industrial Park Boundary



**LEWIS & YOUNG**  
ROBERTSON & BURNINGHAM, INC.



**Exhibit B**

**Eagle Mountain City Ordinance No. 0-12-2018**

**ORDINANCE NO. O- 12-2018**

**AN OF EAGLE MOUNTAIN CITY, UTAH ADOPTING THE SWEETWATER INDUSTRIAL PARK COMMUNITY REINVESTMENT PROJECT AREA #1 PLAN, AS APPROVED BY THE EAGLE MOUNTAIN REDEVELOPMENT AGENCY, AS THE OFFICIAL COMMUNITY REINVESTMENT PROJECT AREA PLAN FOR THE PROJECT AREA, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.**

*PREAMBLE*

WHEREAS the Board of the Eagle Mountain Redevelopment Agency (the "Agency"), having prepared a Project Area Plan (the "Plan") for the Sweetwater Industrial Park Community Reinvestment Project Area #1 (the "Project Area"), the legal description attached hereto as Exhibit A, pursuant to Utah Code Annotated ("UCA") § 17C-5-105, and having held the required public hearing on the Plan on May 15, 2018, pursuant to UCA § 17C-5-104, adopted the Plan as the Official Community Reinvestment Plan for the Project Area; and

WHEREAS the Utah Community Reinvestment Agency Act (the "Act") mandates that, before the community reinvestment project area plan approved by an agency under UCA § 17C-5-104 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-5-109; and

WHEREAS the Act also requires that notice is to be given by the community legislative body upon its adoption of a community reinvestment project area plan under UCA § 17C-5-110.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Eagle Mountain City, Utah as follows:

1. Eagle Mountain City hereby adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community reinvestment plan for the Project Area (the "Official Plan").
2. City staff and consultants are hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-5-110, whereupon the Official Plan shall become effective pursuant to UCA § 17C-5-110(2).
3. Pursuant to UCA § 17C-5-106(5), the Agency may proceed to carry out the Official Plan upon its adoption.
4. This ordinance shall take effect immediately.



ENT 46427:2018 PG 1 of 5  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2018 May 17 4:08 pm FEE 0.00 BY MA  
RECORDED FOR EAGLE MOUNTAIN CITY

APPROVED AND ADOPTED this 15<sup>th</sup> day of May, 2018.

EAGLE MOUNTAIN CITY



Tom Westmoreland, Mayor

ATTEST:

  
\_\_\_\_\_  
Fionauala E. Kofoed, MMC  
City Recorder

### CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City on this 15<sup>th</sup> day of May, 2018.

Those voting aye:

Donna Burnham

Melissa Clark

Colby Curtis

Stephanie Gricius

Benjamin Reaves

Those voting nay:

Donna Burnham

Melissa Clark

Colby Curtis

Stephanie Gricius

Benjamin Reaves

  
\_\_\_\_\_  
Fionnuala B. Kofoed, MMC  
City Recorder

# Exhibit A

DRAFT PROJECT AREA PLAN

# SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT AREA (CRA) #1

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH



APRIL 2018



**LEWIS YOUNG**  
**ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101  
P: 801-596-0700 - T: 800-581-1100 - F: 801-596-2800 - WWW.LEWISYOUNG.COM



## Definitions

As used in this Community Reinvestment Project Area Plan, the term:

**"Act"** shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment Agency Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

**"Agency"** shall mean the Eagle Mountain Redevelopment Agency, which is a separate body corporate and politic created by the City pursuant to the Act.

**"Base taxable value"** shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-1-102(8) from which tax increment will be collected.

**"Base year"** shall mean the agreed upon year for which the base taxable value is established and shall be incorporated into the interlocal agreements with participating taxing entities.

**"Base taxable year"** shall mean the Base Year during which the Project Area Budget is approved pursuant to Subsection 17C-1-102(9)(d).

**"City" or "Community"** shall mean the City of Eagle Mountain.

**"Legislative body"** shall mean the City Council of Eagle Mountain which is the legislative body of the City.

**"Plan Hearing"** shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (41) and 17C-5-104(3)(e).

**"Project Area"** shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (Exhibit A & Exhibit B).

**"Net Present Value (NPV)"** shall mean the discounted value of a cash flow. The NPV illustrates the total value of a stream of revenue over a number of years in today's dollars.

**"Project Area Budget"** shall mean (as further described under 17-C-5-303 of the Act) the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

- ☞ the base taxable value of property in the Project Area;
- ☞ the projected tax increment expected to be generated within the Project Area;
- ☞ the amount of tax increment expected to be shared with other taxing entities;
- ☞ the amount of tax increment expected to be used to implement the Project Area plan;
- ☞ if the area from which tax increment is to be collected is less than the entire Project Area;



## Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of Eagle Mountain City (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this draft Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of development, scope, financing mechanism, and value to the residents of the City and other taxing entities within the Project Area.

The Project Area is being undertaken as a community reinvestment project area pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Governmental Entities – Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area. The realization of the Plan is subject to interlocal agreements between the taxing entities individually and the Agency.

### **Resolution Authorizing the Preparation of a Draft Community Reinvestment Project Area Plan**

Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on April 3, 2018.

### **Recitals of Prerequisites for Adopting a Community Reinvestment Project Area Plan**

In order to adopt a community reinvestment project area plan, the Agency shall;

- ☞ Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law;
- ☞ Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency's deliberations and considerations regarding the Project Area; and
  - Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.

Utah Code  
§17C-5-104

### Population Densities

There are no residences within the Project Area, therefore the estimated population density is 0.0 residents per acre.

### Building Densities

Building densities will increase as development occurs. The intent of this plan is to promote greater economic utilization of the land area.

### Impact of Community Development on Land Use, Layout of Principal Streets, and Population Densities

Community reinvestment activities within the Project Area will mostly consist of development and economic enhancement of an underutilized area of the City. The types of land uses will include: a data center and office building.

**Land Use** – It is anticipated that future development within the Project Area will create space for a data center, associated office building and other supplementary development that may take place during future phases of the development.

**Layout of Principal Streets** – It is anticipated that the community reinvestment of the Project Area will not alter the layout of principal streets in the area. It is anticipated that access roads will be constructed within the Project Area.

**Population Densities** – The Project Area does not include any residential components. The population density will not be affected by the Project Area. The daytime population of the City will slightly increase as the Project Area is anticipated to create approximately 50 new jobs.

UTAH CODE  
§17C-5-105(c)

### Standards Guiding the Community Reinvestment

In order to provide maximum flexibility in the development and economic promotion of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City's proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the Agency, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

UTAH CODE  
§17C-5-105(d)

### How the Purposes of this Title Will Be Attained By Community Development

## Description of Physical, Social and Economic Conditions Existing in the Project Area

UTAH CODE  
§17C-5-105(J)

### Physical Conditions

The Project Area consists of approximately 487 acres of relatively flat, privately owned land as shown on the Project Area map.

### Social Conditions

The Project Area experiences a lack of connectivity and vitality. There are no residential units and no parks, libraries, or other social gathering places in the Project Area. This is in line with the contemplated uses of the area surrounding the Project Area, as the area surrounding the Project Area is currently under the greenbelt classification.

### Economic Conditions

The Project Area is currently under greenbelt classification. The Agency wants to encourage development within the Project Area that will directly benefit the existing economic base of the City, Utah County and other taxing entities.

UTAH CODE  
§17C-5-105(K)

## Description of any Tax Incentives Offered Private Entities for Facilities Located in the Project Area

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land and job-oriented incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems to be appropriate under the circumstances. A cost benefit analysis will assist the Agency in making decisions about offering assistance.

In general, tax incentives may be offered to achieve the community reinvestment goals and objectives of this plan, specifically to:

- ☒ Foster and accelerate economic development;
- ☒ Stimulate job development;
- ☒ Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space;
- ☒ Assist with property acquisition and/or land assembly; and
- ☒ Provide attractive development for high-quality tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity.



UTAH CODE  
§17C-5-105(2)

### Cost/Benefit Analysis

Based on the land use assumptions and tax increment participation levels, the following tables outline the benefits anticipated in the Project Area. As shown below, the proposed community reinvestment will create a net benefit to the City and the other taxing entities that participate in the Project Area. The cost/benefit analysis only includes the tax increment projections on the first two phases of the development. The Agency may be allowed to receive 20 years of tax increment on each building that is constructed during the initial 20 year tax increment financing period. Each addition 20 year period will be negotiated and outlined in an amended interlocal agreement, as necessary.

**TABLE 3: SOURCES OF TAX INCREMENT FUNDS**

Entity	Percentage	Length	Total	NPV at 4%
Utah County	100% Personal Property 80% Real Property	20 Years	\$9,301,260	\$7,293,590
Alpine School District	100% Personal Property 80% Real Property	20 Years	85,573,980	67,102,904
Eagle Mountain City	100% Personal Property 80% Real Property	20 Years	12,071,340	9,465,751
Central Utah Water Conservancy District	100% Personal Property 80% Real Property	20 Years	4,776,000	3,745,104
Unified Fire District – Salt Lake County	100% Personal Property 80% Real Property	20 Years	21,599,460	16,937,234
<b>Total Sources of Tax Increment Funds</b>			<b>\$133,322,040</b>	<b>\$104,544,582</b>

**TABLE 4: PROJECT AREA REVENUES**

Entity	Property Tax	Franchise Tax	Total Tax Increment Revenues
Utah County	\$10,469,760	-	\$10,469,760
Alpine School District	96,324,480	-	96,324,480
Eagle Mountain City	13,587,840	359,982	13,947,822
Central Utah Water Conservancy District	5,376,000	-	5,376,000
Unified Fire District – Salt Lake County	24,312,960	-	24,312,960
<b>Total Revenue</b>	<b>\$150,071,040</b>	<b>\$359,982</b>	<b>\$150,431,022</b>

**TABLE 5: PROJECT AREA EXPENDITURES**

Entity	Property Tax	General Government	Public Safety	Public Works	Total Expenditures
Utah County	\$9,301,260	\$208,815	-	-	\$9,510,075
Alpine School District	85,573,980	931,374	-	-	86,505,354
Eagle Mountain City	12,071,340	423,378	351,458	671,337	13,517,513
Central Utah Water Conservancy District	4,776,000	140,497	-	-	4,916,497
Unified Fire District – Salt Lake County	21,599,460	522,278	-	-	22,121,738
<b>Total Revenue</b>	<b>\$133,322,040</b>	<b>\$2,226,343</b>	<b>\$351,458</b>	<b>\$671,337</b>	<b>\$136,571,178</b>

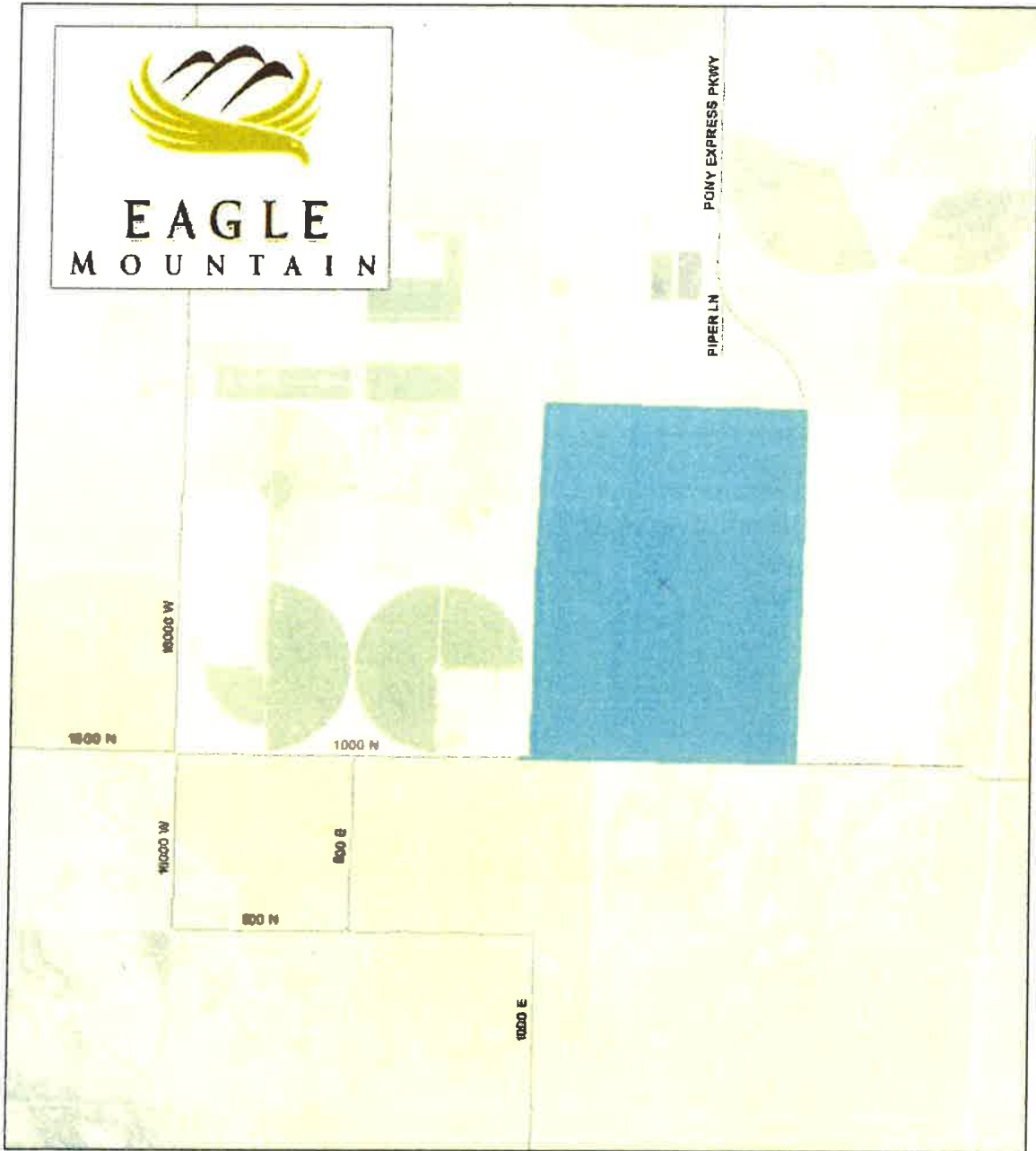
The total net benefit to the taxing entities of participating in the Project Area is \$13,859,844, with the City's net benefit being \$430,308<sup>1</sup>.

<sup>1</sup> The net benefit does not include the \$13.32 million housing portion of tax increment that will be reinvested into the City. Including this increases the City's net benefit to \$13,752,512.



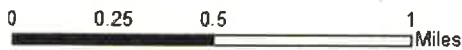
# EXHIBIT B: Project Area Map

MAP OF PROPOSED PROJECT AREA BOUNDARIES



## SWEET WATER INDUSTRIAL PARK CRA #1

 Sweet Water Industrial Park Boundary



LEWIS  YOUNG  
ROBERTSON & BURNINGHAM, INC.



**Exhibit C**

**Legal Description of the Project Area**

**PROJECT AREA LEGAL DESCRIPTION**

**Serial number:** 59:057:0003

**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS;; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

**Serial number:** 59:057:0004

**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS;; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.

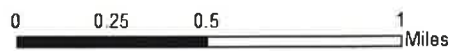


**Exhibit D**  
**Project Area Map**



### SWEET WATER INDUSTRIAL PARK CRA #1

 Sweet Water Industrial Park Boundary



LEWIS  YOUNG  
ROBERTSON & BURNINGHAM, INC.



**EXHIBIT "D"**  
**To**  
**INTERLOCAL AGREEMENT**

Development Agreement

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, 2018 (the "Effective Date") by and between EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah (the "City") and STADION LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, the "Company"). The City and the Company are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

### RECITALS

A. The Company has the right to acquire certain real property consisting of approximately 487.5 acres of undeveloped land located in the City of Eagle Mountain, County of Utah, State of Utah, as more particularly described on Exhibit A hereto (the "Property").

B. If the Company acquires the Property, it has proposed to establish on the Property a multi-year, large-scale project that may include multiple phases extending over a period of years with the uses of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenants located on, adjacent or near the Property that are reasonably related to the data center(s) (collectively, the "Project").

C. The City finds developments such as the Project to be in the public interest of its citizens and thus desires to encourage and support the Project in order to recruit the Project to the City.

D. The Company anticipates that the Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for the Company and the City. The Company is unwilling to risk such capital and resources without sufficient assurances from the City that, among other things, (i) the Property has been adequately entitled and zoned to permit the development and operation of the Project, (ii) all required approvals and entitlements for the Project have been granted, (iii) subject to the terms set forth herein, the City will construct all necessary public infrastructure to facilitate and support the development and operation of the Project, (iv) the City zoning ordinances, including the development standards set forth therein, in existence as of the Effective Date and applicable to the Project will remain unchanged with respect to the Property and the Project during the Term (as defined below) and (v) the City is committed to facilitate and assist the Company in the development and operation of the Project.

E. The Parties desire to incorporate their understandings and the City's assurances with respect to the Project into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby agree as follows:

## ARTICLE I DEFINITIONS

1.1 “Applicable Rules” means all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date, including the Code and the restrictions set forth in the Project Approvals, except as may be modified pursuant to Section 5.2.

1.2 “City Council” means the City Council and the legislative body of the City.

1.3 “City Representatives” means the City’s employees, contractors, subcontractors and agents retained or employed in connection with constructing the Infrastructure Improvements (as defined below).

1.4 “Code” means the Eagle Mountain Municipal Code (or any subsequent recodification of such ordinance).

1.5 “Company Representatives” means the Company’s employees, contractors, subcontractors and agents.

1.6 “Consolidated Fee Schedule” means the City’s Consolidated Fee Schedule adopted by Resolution R-15-2017, as amended.

1.7 “Construction Delay” means the City has failed to meet a deadline set forth in the Construction Schedule (as defined below), or the Company has reasonably determined that the City will fail to meet such a deadline.

1.8 “Construction Documents” means any and all contracts (including construction contracts), licenses, permits and insurance to which the City is a party or carries in connection with the construction of the Infrastructure Improvements.

1.9 “ERC” means Equivalent Residential Connection.

1.10 “Existing Roadway” means the existing roadway referred to as “Pony Express Parkway” and located within the municipal limits of the City, as depicted on Exhibit D.

1.11 “Existing Zoning” means the City’s Airpark Zone, with an overlay of the City’s Regional Technology and Industry Overlay Zone.

1.12 “Force Majeure Event” means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Utah.

1.13 “General Plan” means that certain Eagle Mountain City, General Plan, adopted November, 2005, or successor General Plan and Future Land Use and Transportation Corridors Map (General Plan Map 2), dated as of July 19, 2011, as amended.

1.14 “GFA” means gross floor area.

1.15 “Maximum Height” means one hundred feet (100’).

1.16 “Mining Activities” means exploring for, developing, extracting, removing, processing or otherwise producing sand, gravel, metalliferous or nonmetalliferous ores, oil, gas or any other mineral or earth product of whatever type from a property. Mining Activities do not include excavation, grading, geotechnical evaluation or similar activities conducted to construct buildings, install infrastructure or undertake other construction activities unrelated to the sale of earth products.

1.17 “Mortgage” means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

1.18 “Mortgagee” means the holder of a Mortgage.

1.19 “Official Records” means the Official Records of Utah County, Utah.

1.20 “Parking Ratio” means (i) at least one (1) space for each seven hundred fifty (750) square feet of GFA for regular employee use areas (i.e. office space, kitchens, training areas, employee circulation, etc.) and one (1) space for each four thousand (4,000) square feet of GFA for data halls (not including penthouses used for mechanical equipment or air circulation) or (ii) the reasonable number of parking stalls, as determined by the Company and approved by the Design Review Committee of the City, to meet the requirements of the Project.

1.21 “Project Approvals” means the permits, approvals, reviews and other actions set forth on Exhibit B hereto.

1.22 “Taxes” means any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing districts, maintenance districts or other similar districts. Taxes do not include Impact Fees (as defined below).

1.23 “Triggering Event” means (i) any Construction Delay or (ii) the Company has reasonably determined that the City has failed to design or construct any Infrastructure Improvements substantially in accordance with this Agreement or any plans or specifications approved by the Company hereunder.

1.24 “Water and Sewer Agreement” means that certain Water and Sewer Agreement between the Company and the City, dated as of the Effective Date, pursuant to which the City agrees to provide water and sewer services to the Project, all as more particularly described therein.

1.25 “Zoning Ordinance” means that certain Title 17 of the Code.

## **ARTICLE II CITY PROCEDURES AND ACTIONS**

The City Council, after conducting a duly-noticed public meeting, adopted Resolution No. R-09-2018 on May 15, 2018, effective immediately upon adoption, which resolution (i) confirmed the City Council’s approval of this Agreement and the City Council’s finding that the provisions of this Agreement are consistent with the General Plan and the Applicable Rules and (ii) authorized the execution of this Agreement. The City represents and warrants to the Company that (a) the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b)

this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

### ARTICLE III CONSIDERATION

In order to ensure ample consideration and inducement to the City to enter into this Agreement, the Company has paid to the City the amount of Five Hundred and No/100 Dollars (\$500.00), which amount shall be non-refundable to the Company. The City believes that the Project will provide economic benefits to the City by stimulating economic growth in the region. The City is entering into this Agreement to recruit the Project to the City by providing certain benefits and assurances to the Company. The City understands that the Company would not develop the Project in the City without such benefits and assurances, which the Company is reasonably and in good faith relying on to independently evaluate the economic feasibility and commercial reasonability of developing and operating the Project in the City.

### ARTICLE IV TAXES

4.1 Right to Oppose. The Company shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all Taxes.

4.2 New Taxes. The City shall not during the Term recommend or support any new Taxes that are applicable solely and exclusively to the Project, the Property or the data center industry or with the express or inferred intent to specifically or inequitably target the Project, the Property or the data center industry.

4.3 Impact Fees.

(a) The Company acknowledges that the City may impose impact fees in connection with development activity on the Property to the extent required and calculated in accordance with this Agreement and the Applicable Rules. The City shall not impose any impact fees in connection with the Property, other than Culinary Water Impact Fees, Transportation Impact Fees, Sewer Impact Fees and, solely to the extent that storm water is not retained on the Property, Storm Drain Impact Fees, each as defined in the Consolidated Fee Schedule, in amounts not to exceed the amounts in place pursuant to the Applicable Rules as of the Effective Date (collectively, the "Impact Fees"). The City shall not impose any Impact Fees in connection with the Property for the Infrastructure Improvements.

(b) The Parties acknowledge and agree that certain of the Infrastructure Improvements to be completed by the City and paid by the Company in accordance with this Agreement represent "oversizing" required by the City or otherwise constitute improvements considered to be in the nature of "System Improvements", as defined in the Utah Impact Fees Act, Utah Code Ann., § 11-36a-101, et seq. (2017) (collectively, the "System Improvements"). The Parties agree that the estimated percentage of the Infrastructure Improvements represented by the System Improvements, separated by public facility type, are set forth on Exhibit E (each, a "System Improvement Percentage", and collectively, the "System Improvement Percentages"). The System Improvement Percentages are based on the estimated Infrastructure Improvements costs as set forth on Exhibit F (the "Estimated Infrastructure Costs"). The Estimated Infrastructure Costs include a secondary water system, a winter storage pond

upsizing and a secondary water pump, the viability and cost of which items the Parties are still investigating. Accordingly, the System Improvement Percentages shall be adjusted to the extent that any of the Infrastructure Improvements are not constructed, or the actual cost of the Infrastructure Improvements is not consistent with the Estimated Infrastructure Costs.

(c) The City shall reimburse the Company for any and all Construction Costs (as defined below) paid by the Company for the System Improvements (collectively, the “System Reimbursement”). The System Reimbursement shall be allocated by public facility type in accordance with the System Improvement Percentages. The City may pay the System Reimbursement to the Company in any manner reasonably approved by the Company and in accordance with the Applicable Rules, including by Direct Payment (as defined below), the Impact Fees Credits (as defined below), tax increment financing or other forms of reimbursement or any combination of the foregoing; provided that, in no event, shall the Company be entitled to duplicative reimbursement.

(d) In furtherance of the System Reimbursement, the Parties agree that the Company shall receive a credit against Impact Fees for each public facility type imposed in connection with development activity on the Property in an amount equal to the total Construction Costs paid by the Company multiplied by the System Improvement Percentage for such facility type (each, an “Impact Fees Credit”, and collectively, the “Impact Fees Credits”). The Company shall not be required to pay any Culinary Water Impact Fees, Transportation Impact Fees or Sewer Impact Fees, except to the extent that the amount of any such Impact Fee exceeds the amount of the Impact Fees Credit for such public facility type. Upon determination of the final Impact Fees Credits due to the Company, the monetary value of each Impact Fees Credit shall be assigned an ERC value based upon the Impact Fees charged by the City as of the Effective Date within the service area of which the Property is a part. The ERC value of each Impact Fee Credit shall be usable by the Company and any permitted assignee based upon its assigned ERC value, regardless of when the Impact Fees Credit is applied by the City at the request of the Company or its permitted assignee in satisfaction of impact fees otherwise payable to the City in cash in connection with a particular development activity and the amount of the City’s impact fees at the time of such application (i.e. the Parties agree that Company is pre-paying the City for the required system capacity expressed in its current ERC value, regardless of when that capacity is used and the then current fee for the same ERC value).

(e) Upon completion of the Infrastructure Improvements and payment of all Construction Costs due hereunder, the Company may, from time to time (i) transfer all or any portion of the Impact Fees Credits to any affiliate of the Company that owns real property within the municipal limits of the City or (ii) with the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, transfer all or any portion of the Impact Fees Credits to any other person or entity that owns real property within the Regional Technology and Industry Overlay Zone. The City shall thereafter apply such assigned Impact Fees Credits to the future facilities portion of the Impact Fees imposed in connection with development activity on such real property for the benefit of such person or entity, in accordance with this Section 4.3.

(f) If, (i) upon the Company’s written notice to the City that the Company has completed its initial build-out of the Property, the amount of the Impact Fees imposed for a particular public facility type in connection with development activity on the Property is less than the applicable Impact Fees Credit, or (ii) the Company at any time notifies the City that it will not be using its remaining unused Impact Fee Credits, then within one hundred and eighty (180) days following the City’s collection from time to time of Impact Fees assessed for such public facility type on any real property within the service area of which the Property is a part (each, an “Impact Fees Collection”), the City shall, subject to



any contractual or reimbursement obligations owed to third-parties as of the Effective Date, pay directly to the Company (each, a "Direct Payment") the total amount of each Impact Fees Collection until the City has paid to the Company a cumulative amount equal to the lesser of (a) the total monetary value of any un-used and non-assigned Impact Fees Credit of the applicable public facility type, and (b) the total System Reimbursement due for such public facility type. Notwithstanding the foregoing, if the City receives an Impact Fees Collection prior to the Company delivering to the City a notice under this section, then the City shall pay to the Company such Impact Fees Collection in the amount required hereunder within thirty (30) days following the Company's delivery of such notice.

(g) The City shall maintain an accurate and updated record of (i) the amount of total Construction Costs paid by the Company, (ii) the amount of the Impact Fees Credits, (iii) the amount of the Impact Fees Credits applied to Impact Fees imposed in connection with development activity on the Property or transferred pursuant to Section 4.3(e), (iv) the amount of any Impact Fees Credits tendered back to the City without application to development activity on the Property, and (v) the amount of the System Reimbursement paid to the Company (and the manner in which such System Reimbursement was paid), including any Impact Fees Credits and Direct Payments.

(h) For purposes of this Section 4.3, the amount of Construction Costs paid by the Company shall include (i) any and all Construction Costs reimbursed by the Company to the City (and any other amounts paid by the Company to the City for the Infrastructure Improvements) and (ii) any and all reasonable costs incurred by the Company in constructing the Subject Infrastructure (as defined below) pursuant to Section 6.3.

4.4 Building Permit and Inspection Fees. The Company acknowledges that the City will impose application fees, building permit and inspection fees, and plan check fees (together, "Building Fees") in connection with development activity on the Property to the extent required and calculated in accordance with this Agreement and the Applicable Rules.

4.5 Municipal Energy Tax Reimbursement.

(a) If the Company is required to pay a municipal energy sales and use tax (the "MET") pursuant to Chapter 3.10 of the Code, the City agrees to reimburse the Company the amount of MET paid by the Company as follows:

(i) If the total aggregated electric load used by the Company during the period for which reimbursement is requested (each, a "Reimbursement Period") is at least 15,000 kW, based on annual peak load, or if the Company's total aggregated electric load is expected to be at least 15,000 kW within the twenty-four (24) months following the Reimbursement Period, the City shall reimburse the Company for fifty percent (50%) of the MET paid by the Company for the Reimbursement Period; and

(ii) If the total aggregated electric load used by the Company during a Reimbursement Period is at least 15,000 kW, based on annual peak load, or if the Company's total aggregated electric load is expected to be at least 15,000 kW within the twenty-four (24) months following the Reimbursement Period, and if not less than fifty percent (50%) of such electrical load is produced or expected to be produced from a Renewable Energy Source (as such term is defined in Section 54-17-502, Utah Code Annotated), the City shall reimburse the Company for one hundred percent (100%) of the MET paid by the Company for the Reimbursement Period.

(b) The City shall reimburse the Company from MET collected by the City within thirty (30) days following the later to occur of the City's (i) receipt of a written request from the Company, which written request shall include evidence of the MET paid by the Company for the Reimbursement Period, and (ii) actual collection of MET paid by the Company for the Reimbursement Period. Each Reimbursement Period shall be not less than six (6) months and not more than twelve (12) months. The Company understands that the City's obligations hereunder are limited to the total amount of MET actually collected by the City and the City shall not be required to reimburse the Company from any of the City's funds other than those constituting MET collected by the City for the Project.

(c) The foregoing shall not in any way limit the Company's right to claim any exemption for the obligation to pay MET pursuant to applicable law, including any exemption of Section 10-1-304(4)(a) of the Utah Code Annotated.

## **ARTICLE V ENTITLEMENTS**

5.1 Entitlement to Develop. The City represents to the Company that as of the Effective Date: (i) the Existing Zoning, the Parking Ratio and the Maximum Height apply to the Property pursuant to the Applicable Rules; (ii) electronic data management businesses, corporate campuses, offices, and research and development uses are expressly listed in the Zoning Ordinance as permitted uses under the Existing Zoning; (iii) no Applicable Rule prohibits, prevents or encumbers the development, completion, operation or occupancy of the Project or any portion thereof in compliance with the use, density, design, height, set back, parking and signage regulations and requirements and other development entitlements incorporated in the Project Approvals; and (iv) no Applicable Rule permits Mining Activities to be conducted on, under or within the Property, and Mining Activities are prohibited under the Existing Zoning pursuant to the Zoning Ordinance. The Company has the vested right to develop and operate the Project, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish or replace the Project or any portion thereof (including any equipment used in operating the Project) throughout the Term for any reason, including in the event of damage, destruction or obsolescence of the Project or any portion thereof (including any equipment used in operating the Project), subject only to the Applicable Rules.

5.2 Changes in Applicable Rules. Subject to Section 5.10 below, no addition to, or modification of, the Applicable Rules, including any zoning, land use or building regulation, adopted or effective after the Effective Date, shall be applied to the Project or the Property, except changes to the Applicable Rules that are generally applicable on a City-wide basis and are updates or amendments to building, plumbing, mechanical, electrical, drainage or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization or by the state or federal governments. The Company may elect in its sole discretion, and upon written notice to the City, to have any other changes to the Applicable Rules apply to the Project or the Property or any portion thereof, in which case such addition or modification shall be deemed incorporated into the Applicable Rules with respect to the Project or the Property or such portion thereof, as applicable. The City represents to the Company that no Applicable Rule conflicts with the provisions of this Agreement. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Rule, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Project, the

Property or the data center industry or in a manner that adversely affects the Project, the Property or the data center industry. City staff shall not support or initiate any zoning application or change to the Applicable Rules to (i) rezone any property adjacent to the Property to residential, unless such rezone is expressly conditioned on the recognition of the vested right to develop the Project and contains protections to assure that the Project is not required to eliminate or reduce the level of noise, light, traffic or other activity on or in the vicinity of the Property or (ii) allow any Mining Activities to be conducted on, under or within the Property.

5.3 Alternative Energy. The City acknowledges that the Company is exploring (but shall not be obligated to pursue) options to use alternative energy sources, including solar panels, geothermal cooling and wind energy, to operate the Project or a portion thereof. Subject to any height and noise restrictions in the Applicable Rules, the City represents to the Company that such alternative energy sources are permitted uses on the Property under the Applicable Rules.

5.4 Project Approvals. The City represents to the Company that the Project Approvals are the only permits, approvals, reviews and actions of the City (including any agencies, departments or other approving bodies thereof) that are required to commence and complete the development of the Project and the Infrastructure Improvements under the Applicable Rules. Nothing herein shall prohibit the Company from seeking other or further permits, approvals, reviews or other actions in connection with the Project or the Infrastructure Improvements as may be deemed necessary or desirable by the Company in its sole discretion. The City has taken all of the actions with respect to the Project Approvals indicated on Exhibit B and shall process any and all remaining Project Approvals in accordance with the timeframes set forth on Exhibit B.

5.5 Moratoria or Interim Control Ordinances. No ordinance, resolution, policy or other measure enacted after the Effective Date that relates directly or indirectly to the Project or to fees associated with or the timing, sequencing or phasing of the development or construction of the Project shall apply to the Property or this Agreement, unless it is (i) reasonably found by the City to be necessary to the public health and safety of the residents of the City and (ii) generally applicable on a City-wide basis (except to the extent necessary in the event of a natural disaster).

5.6 Timeframes and Staffing for Processing and Review. To the extent reasonably possible, the City shall expedite processing of all Project Approvals (including staff review and processing and actions by any boards and commissions) and any other approvals or actions requested by the Company in connection with the Project or the Infrastructure Improvements, provided that the Company shall be responsible for payment of any third-party fees or charges necessary to accomplish the expedited processing of Project Approvals. The City shall assign a building inspector dedicated to the prompt review of any and all plans and the prompt performance of any and all inspections required for the design, construction, development and occupancy of the Project or the Infrastructure Improvements. The City acknowledges and agrees that the Project is of sufficient size to meet the minimum requirements set forth in Section 17.48.030 of the Zoning Ordinance and confirms that the City will review the Project in accordance with the special approval process set forth in Section 17.48.030 of the Zoning Ordinance.

5.7 Other Approvals. The City shall assist and cooperate in good faith with the Company in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property, the Project or the Infrastructure Improvements and (ii) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the Project or the Infrastructure Improvements. Except for actions that require public hearings or noticing periods pursuant to state law (which actions the City shall take within

the minimum time periods required pursuant to state law), if City action is required in connection with obtaining any such approvals, permits, documents or instruments, the City shall take final action within ten (10) Business Days (as defined below) following its receipt of each such request; provided that such period shall be tolled for any period during which the City is awaiting revisions or additional information from the Company that are necessary to complete the City process.

5.8 Timing and Rate of Development. The Project may include multiple phases extending over a period of years. The City acknowledges that as of the Effective Date, the Company cannot predict if, when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. Subject to the Project Approvals, the Company may develop the Project in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Project or any portion thereof.

5.9 Additional Property. This Agreement is hereby adopted and approved by the City to apply to any real property within the municipal limits of the City that is adjacent and contiguous to the Property (or that is separated from the Property only by roads, public rights of way, easements or similar land rights or uses) that the Company or an affiliate of the Company may from time to time acquire following the Effective Date (whether in one or more parcels, "Additional Property"), subject to the Zoning Ordinance in effect at the time of such acquisition, including any setback or buffering requirements in the Zoning Ordinance. If the Company or an affiliate of the Company acquires Additional Property, then automatically upon notice thereof to the City, this Agreement shall apply with respect to, and the definition of "Property" hereunder shall include, such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto.

5.10 Vested Rights Doctrine. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the Effective Date. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify the Company's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah, 1988), its progeny or any other exception to the doctrine of vested rights recognized under state or federal law, including laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann., §10-9a-509(1)(a)(ii)(A) (2017).

## ARTICLE VI INFRASTRUCTURE IMPROVEMENTS

6.1 Water and Sewer Improvements. The City acknowledges that water and sewer infrastructure capable of meeting the needs of the Project must exist and remain operational to allow for the successful development and operation of the Project, without which the Company would be unable to locate the Project on the Property. Promptly following the Effective Date, the City shall commence and thereafter use diligent efforts to complete the design and construction of certain improvements to the City's existing water and sewer infrastructure (as more particularly described on Exhibit C, the "Water

and Sewer Improvements") in accordance with this Agreement, including the Construction Schedule, and the Water and Sewer Agreement.

## 6.2 Roadway Expansion.

(a) The City acknowledges that public roadways providing direct access to the Project must exist and remain adequately maintained to allow for the successful development and operation of the Project, without which the Company would be unable to locate the Project on the Property. Promptly following the Effective Date, the City shall commence and thereafter use diligent efforts to complete the design and construction of an expansion and extension of the Existing Roadway and any existing municipal utilities located therein (as more particularly described and shown on Exhibit D, the "Roadway Expansion", and collectively with the Water and Sewer Improvements, the "Infrastructure Improvements") in accordance with this Agreement, including the Construction Schedule, provided that all Roadway Easements (as defined below) have been delivered and recorded in the Official Records. The City shall use commercially reasonable efforts to cause the Roadway Easements to be delivered and recorded in the Official Records promptly following the Effective Date. The Roadway Expansion shall extend the Existing Roadway from its current southern terminus located within Utah County Parcel No. 59:056:0029 (the "Existing Roadway Parcel"), through the Property, to the southern boundary of the Property, along the eastern boundary of the Property, as depicted on Exhibit D. The portion of the Roadway Expansion that runs through the Property shall be designed so that future expansion of the Roadway Expansion can meet or exceed the criteria for designation as a "minor arterial road" under the Code to the extent possible. In addition, promptly following the Effective Date, the City shall use commercially reasonable efforts (which, if requested by Company, shall include an exercise of eminent domain if the City is unable to obtain the Porter Easement (as defined below) pursuant to a voluntary agreement with the owner of the Porter Property (as defined below)) to cause to be delivered and recorded in the Official Records a plat, deed, easement or other instrument necessary to grant to the City ownership of or the right to construct sixty-one feet (61') of roadway from the northern boundary of Utah County Parcel No. 59:057:0002 (the "Porter Property"), through the Porter Property, to the southern boundary of the Porter Property, along the western boundary of the Porter Property (the "Porter Easement") so that future expansion of the Roadway Expansion can be one hundred twenty-two feet (122') in width and meet or exceed the criteria for designation as a "minor arterial road" under the Code. The City shall accept dedication of the Existing Roadway and the Roadway Expansion for public use as part of the Project Approvals in accordance with this Agreement and the timeframes set forth on Exhibit B. Promptly following the Company's request therefor, the City shall grant to the Company an easement, license or other similar rights, in form and substance acceptable to the Company in its reasonable discretion, on, under and within any real property within the Existing Roadway Parcel that has been dedicated to or is otherwise owned or controlled by the City in order to allow the Company and the Company Representatives to construct and maintain a temporary extension of the Existing Roadway from its current southern terminus within the Existing Roadway Parcel to the southern boundary of the Existing Roadway Parcel until the Roadway Expansion has been completed. "Roadway Easements" means any and all plats, deeds, easements or other instruments in form and substance reasonably acceptable to the City that are necessary, and collectively sufficient, to allow the City to construct the Roadway Expansion. Without relieving the City of any of its obligations hereunder, the Company may, in its sole discretion, take reasonable actions to obtain the Roadway Easements and/or the Porter Easement on behalf of the City or provide other assistance related thereto. The City acknowledges and agrees that (a) the Porter Easement is not a Roadway Easement and (b) the plat of the Property delivered by the Company to the City prior to the Effective Date, once delivered and recorded in the Official Records, shall be sufficient, and the only Roadway Easement necessary, to allow the City to construct the Roadway Expansion on the Property. The City shall grant to the Company any and all rights of access, ingress and egress over, on

and through any real property owned by or dedicated to the City within the Property or the Existing Roadway Parcel that the Company determines from time to time are reasonably necessary or desirable in connection with the development or operation of the Project, which obligation may require the City to deliver and record in the Official Records easements or other instruments in form and substance acceptable to the Company in its sole discretion.

(b) The City acknowledges that the Company will need to rely solely on the Existing Roadway and the Roadway Expansion for access to the Property, including during construction of the Project, and without such access, the Company would be unable to locate the Project on the Property. The City shall not abandon, vacate or close any existing City roadways necessary to provide access to the Property, unless the City first provides reasonable alternative access to the Property. In addition, the City shall make reasonable efforts to ensure that routine maintenance and construction on roadways that serve as the only public access to the Property are done in a manner as to not unreasonably restrict or delay access to the Property.

### 6.3 Construction.

(a) The City shall, and shall cause the City Representatives to, construct the Infrastructure Improvements: (i) in accordance with plans and specifications reasonably approved by the Company; (ii) in accordance with the schedule set forth on Exhibit C (with respect to the Water and Sewer Improvements) and the schedule set forth on Exhibit D (with respect to the Roadway Expansion) or as the Parties may otherwise agree to in writing from time to time (the "Construction Schedule"); (iii) in such a manner as to maintain harmonious labor relations and as not to interfere with or delay any work on the Project to be performed by the Company or Company Representatives; and (iv) in such a manner that the Company and Company Representatives shall have reasonable vehicular and pedestrian access to the Property via public rights of way or any easements of record at all times. The City shall, and shall cause the City Representatives to, act in a commercially reasonable manner and endeavor in good faith to ensure the timely progression of construction of the Infrastructure Improvements. The City shall deliver to the Company regular updates (not less than biweekly or more often upon request of the Company) regarding the progress of and schedule for completion of the Infrastructure Improvements, including whether the City anticipates any delays caused by weather conditions or Force Majeure Events.

(b) Notwithstanding anything to the contrary contained in Section 9.1 or Section 9.2, if a Construction Delay occurs, then the Company may, in its sole discretion, immediately direct the City to take any additional measures ("Extraordinary Measures") available to the City under the Construction Documents, in which case the City shall undertake such Extraordinary Measures. Extraordinary Measures may include ordering City Representatives to take corrective measures necessary to expedite the progress of the work, including (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities and (iii) taking similar measures. The City shall ensure that it has the right to take Extraordinary Measures (including, at least, those described in the preceding sentence) under the Construction Documents. Extraordinary Measures shall continue until the progress of the construction of the Infrastructure Improvements is in accordance with or ahead of the Construction Schedule. The Company's right to require Extraordinary Measures is solely for the purpose of ensuring compliance with the Construction Schedule. The City shall cooperate with the Company in good faith to cause the commencement, progress and completion of the Infrastructure Improvements by the dates set forth in the Construction Schedule.

(c) Notwithstanding anything to the contrary contained in Section 9.1 or Section 9.2, if a Triggering Event occurs, then the Company may, in its sole discretion, immediately upon notice to the

City thereof, enter into possession of the Infrastructure Improvements that are the subject of such Triggering Event (the "Subject Infrastructure") and the real property upon which the Subject Infrastructure is located (collectively with the Subject Infrastructure, the "Subject Property") and construct, or cause Company Representatives to construct, the Subject Infrastructure. Upon receipt of such notice, the City shall take all steps reasonably necessary to permit the Company and Company Representatives to: (i) access and take possession of the Subject Property; and (ii) fully assume all of the City's rights to property and lands, rights under the Construction Documents and other rights in connection with the construction and completion of the Subject Infrastructure. The City shall (a) ensure that it has the unrestricted right under the Construction Documents to assign the Construction Documents to the Company and (b) reasonably cooperate with the Company to transition the construction of the Subject Improvements to the Company. Within a reasonable period of time following the completion of the Subject Infrastructure, the Company shall transfer to the City the Subject Property for regular operation and maintenance in accordance with this Agreement and the Water and Sewer Agreement.

6.4 Bid and Construction Documents Review. From and after the Effective Date, prior to advertising for bid any portion of the Infrastructure Improvements, the City shall provide to the Company a complete copy of the bid documents to be advertised, which the Company shall review and provide any comments to within a commercially reasonable period of time. The City shall deliver to the Company all bids received for the design and construction of the Infrastructure Improvements (collectively, the "Infrastructure Improvement Bids") and Construction Documents promptly following the City's receipt thereof. The City shall not award any Infrastructure Improvement Bids or enter into any Construction Documents before obtaining the Company's written approval thereof, which Infrastructure Improvement Bids or Construction Documents the Company shall review within a commercially reasonable time following the Company's receipt thereof. The City shall not amend or modify any Construction Documents without obtaining the Company's prior written approval. In addition, the City shall notify the Company of any change order related to the Infrastructure Improvements within five (5) business days following the City's receipt of such change order, and the City shall obtain written approval of the Company prior to the City approving any change order that increases the applicable contract amount by more than fifteen (15%) of the original amount.

6.5 Reimbursement for Construction Costs. The Company shall reimburse the City for the reasonable costs actually incurred by the City in constructing the Infrastructure Improvements in accordance with this Agreement, including (i) all construction costs, (ii) all third-party engineer, design and construction management costs, (iii) costs incurred in accordance with the Applicable Rules and previously approved by the Company for the City to acquire the Porter Easement by eminent domain or otherwise pursuant to Section 6.2(a) ("Land Acquisition Costs") and (iv) reasonable administrative fees actually incurred by the City in an amount not to exceed three percent (3%) of hard construction costs (collectively, "Construction Costs"). The Company shall reimburse the City for Construction Costs for which the City has been invoiced and has actually paid within thirty (30) days following the City's request therefor (a "Reimbursement Request"). The City shall not make more than one (1) Reimbursement Request in any thirty (30) day period. Each Reimbursement Request shall include such invoices and any other supporting documentation reasonably requested by the Company. Construction Costs shall exclude (a) any costs of the Roadway Expansion reasonably attributable to any portion of the Roadway Expansion constructed on the Porter Property and (b) any costs in excess of the costs for each component of the Infrastructure Improvements set forth in the applicable Construction Documents, except to the extent approved by the Company or allowed pursuant to Section 6.4.

6.6 Power. The Company may, or cause Rocky Mountain Power to, construct and maintain above-ground distribution power lines and structures in connection with the development of the Project

(collectively, the “Overhead Power Lines”), without obtaining any variance or further documentation from the City. The City acknowledges and agrees that no variance is required for the Overhead Power Lines because the Overhead Power Lines are permitted under the Applicable Rules due to the temporary nature of the Overhead Power Lines.

6.7 Fiber Service. At no cost to the Company, the City hereby grants to the Company in perpetuity the right, privilege and authority to construct, maintain, operate, upgrade and relocate a dedicated fiber network, including underground conduits and structures, for fiber service to the Property in, under, along and through the present and future streets, alleys, public utility easements and public ways and public places (collectively, the “Public Ways”). The right to use and occupy the Public Ways shall be non-exclusive, and the City reserves the right to use the Public Ways for itself or any other entity that provides service to residences within the municipal limits of the City. The Company shall, prior to commencing new construction in the Public Ways (“Public Ways Construction”), submit to the City an application (a “Public Ways Application”) for a permit (a “Public Ways Permit”) for such Public Ways Construction. The City shall review and approve any Public Ways Application and issue the applicable Public Ways Permit as part of the Project Approvals in accordance with this Agreement and in any case within ten (10) days following submission of such Public Ways Application, and the City shall not be unreasonably condition any Public Ways Permit. In performing Public Ways Construction, the Company will abide by the Applicable Rules, and the City may reasonably inspect the manner of such Public Ways Construction to assure compliance with the Applicable Rules. If, during the course of Public Ways Construction, the Company, or any contractor or entity working on behalf of the Company to install the fiber network, causes damage to or alters the Public Ways or public property in a manner not permitted hereunder, the Company shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore such damaged or altered property in as good a condition as existed before such Public Ways Construction commenced. Notwithstanding anything to the contrary contained in Section 9.1, (i) if the Company fails to cure a default of its obligations under this Section 6.7 within the applicable cure period under Section 9.1, then the City’s sole and exclusive remedy under this Agreement shall be to seek damages from the Company, subject to Section 9.3, or specific performance of the Company’s obligations under this Section 6.7, and (ii) the City shall not have the right to terminate this Agreement as the result of any default by the Company of its obligations under this Section 6.7.

## ARTICLE VII MORTGAGES

7.1 Mortgages. This Agreement shall not prevent or limit the Company from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. The City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon the Company’s request from time to time, the City shall meet with the Company and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not unreasonably withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement.

7.2 Mortgagee Not Obligated. A Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

7.3 Mortgagee Notice and Cure Rights. If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to the Company hereunder. A Mortgagee



shall have the right, but not the obligation, to cure such default within thirty (30) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

7.4 Disaffirmation. If this Agreement is terminated with respect to a portion of the Property by reason of any default by the Company or as a result of a bankruptcy proceeding of the Company, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Company or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion of the Property. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section 7.4.

## ARTICLE VIII TERM

The term of this Agreement (the "Term") shall commence on the Effective Date and continue for a period of forty (40) years. The Company may at any time and for any reason terminate this Agreement automatically upon notice thereof to the City.

## ARTICLE IX THIRD PARTY TRANSACTIONS

8.1 Estoppel Certificate. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing, to the knowledge of the certifying Party: (i) that this Agreement is in full force and effect and a binding obligation of the Parties; (ii) that this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) that the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; (iv) that the Infrastructure Improvements have been completed, or if not completed, a description of each component of the Infrastructure Improvements that has not been completed; (v) that all Construction Costs have been incurred and paid by the City (if true), and the amount of all Construction Costs incurred and paid by the City; (vi) that all Construction Costs have been reimbursed by the Company to the City (if true), and the amount of any and all Construction Costs reimbursed by the Company to the City (and any other amounts paid by the Company to the City for the Infrastructure Improvements); (vii) the matters required to be recorded by the City pursuant to Section 4.3(d); and (viii) any other factual matters reasonably requested (an "Estoppel Certificate"). The City Manager, or such other person(s) authorized by the City Council may execute, on behalf of the City, any Estoppel Certificate requested by the Company that is consistent with this Section 8.1. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Property.

8.2 No Third Party Beneficiaries. The only parties to this Agreement are the City and the Company. There are no third party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

## ARTICLE X DEFAULT AND REMEDIES

9.1 Generally. In the event of a default of this Agreement, the non-defaulting Party may provide written notice of the default to the defaulting Party and specify a period of not less than fifteen

(15) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. Without limiting Section 6.3, if the defaulting Party fails to cure the default within such cure period, the non-defaulting Party may either (a) terminate this Agreement or (b) enforce this Agreement by the additional remedies set forth below.

9.2 Company's Additional Remedies Upon Default by City. The Company's sole and exclusive remedy under this Agreement for a default by the City shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement.

9.3 CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

#### **ARTICLE XI MISCELLANEOUS**

10.1 Force Majeure. If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. The occurrence of a Force Majeure Event shall not cause any change to or extension of the Construction Schedule, or any portion thereof, or extend the deadlines, milestones or other dates set forth therein.

10.2 Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

10.3 Notice. Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 10.3, notices to the Parties shall be delivered as follows:

City: Eagle Mountain City  
Attn: City Recorder  
1650 E. Stagecoach Run  
Eagle Mountain, UT 84005

Company: Stadion LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

10.4 Assignment. The Company may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner of all or any portion of the Property. If the Company sells the Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property, then the Company shall be relieved of all of its covenants, commitments and obligations hereunder.

10.5 Run with the Land. This Agreement shall run with the Property and any portion thereof as it may be subdivided or recombined. The Company shall record in the Official Records a memorandum of this Agreement in a form acceptable to the City and the Company setting forth the existence of this Agreement.

10.6 Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. Except for the Company's right to modify the description of the Property from time to time as set forth in Section 5.9, no agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and the Company.

10.7 Waivers. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

10.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Utah.

10.9 Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of

any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

10.10 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

10.11 Business Days. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Utah. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day.

10.12 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law, or by the Water and Sewer Agreement or by any other agreement or contract executed by the City and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

10.13 Confidential Information. The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, "Confidential Business Information"). For the avoidance of doubt, all building plans shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City's receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to the Company, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than ten (10) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company.

10.14 Attorneys' Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to

recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 10.14 shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

10.15 Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

10.16 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

[Signatures appear on following page]

**CITY:**

**EAGLE MOUNTAIN CITY,**  
a municipal corporation of the State of Utah

\_\_\_\_\_  
Tom Westmoreland, Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

**COMPANY:**

**STADION LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**PROPERTY**

**Serial number:** 59:057:0003

**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

**Serial number:** 59:057:0004

**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.

## **EXHIBIT B**

### **PROJECT APPROVALS**

1. Development Review Committee (DRC) approval of the RTI (Regional Technology and Industry) Site Plan approvals for each building, including construction plans and documents.
2. City Council adoption of Resolution No. R-09-2018 on May 15, 2018, approving this Agreement.
3. City Council adoption of Resolution No. R-10-2018 on May 15, 2018, approving the Water and Sewer Agreement.
4. Planning Commission review of Preliminary Subdivision Plat on May 22, 2018.
5. City Council approval of the Preliminary Subdivision Plat on June 5, 2018.
6. Recording of the Final Subdivision Plat (including ROW dedications along project boundaries) in the Official Records within ten (10) Business Days following City Council approval.
7. Acceptance of road dedication plat for the "S-curve" roadway in parcel 59:056:0029.
8. City Engineer approval of a grading and excavation permit for work on the project site within ten (10) Business Days following submission of application.
9. City Council adoption of Resolution No. O-10-2018 on April 3, 2018, approving the MET Reimbursement Ordinance Amendment.
10. Building permit(s).
11. Building inspections and on-site facility inspections
12. Construction permit(s) for off-site utilities/facilities
13. Inspections for off-site utilities/facilities.
14. Permit for off-site fiber pursuant to paragraph 6.7.
15. Storm Water Pollution Prevention Plan (SWPPP) permit(s).
16. Approval of bids for Infrastructure Improvements.
17. Traffic control plan.



**EXHIBIT C**

**WATER AND SEWER IMPROVEMENTS**

**Scope of Work**

**Water Improvements**

**Water and Sewer Line Improvements**

- Two Pumps in Pony Express Pump Station
- PRV in Zone 4
- 11,000 LF 16"
- 13,000 LF 30" + PRV to east at connection to existing

**Water Tank**

- 3.5 MG Tank

**Well Improvements**

- 3,000 GPM Well & Piping

**Sewer/Reclaimed Water Improvements**

**Reclaimed Water/Sanitary Sewer Installations**

- Reclaimed Water Pump Station and Force Main Piping in Pony Express
- Sanitary Sewer Pump Station and Force Main Piping in Pony Express

**Reclaimed Water/Sanitary Sewer Systems**

- Winter Storage Pond Upsizing
- Secondary Water Pump at Treatment Plant and Piping

**Depiction**

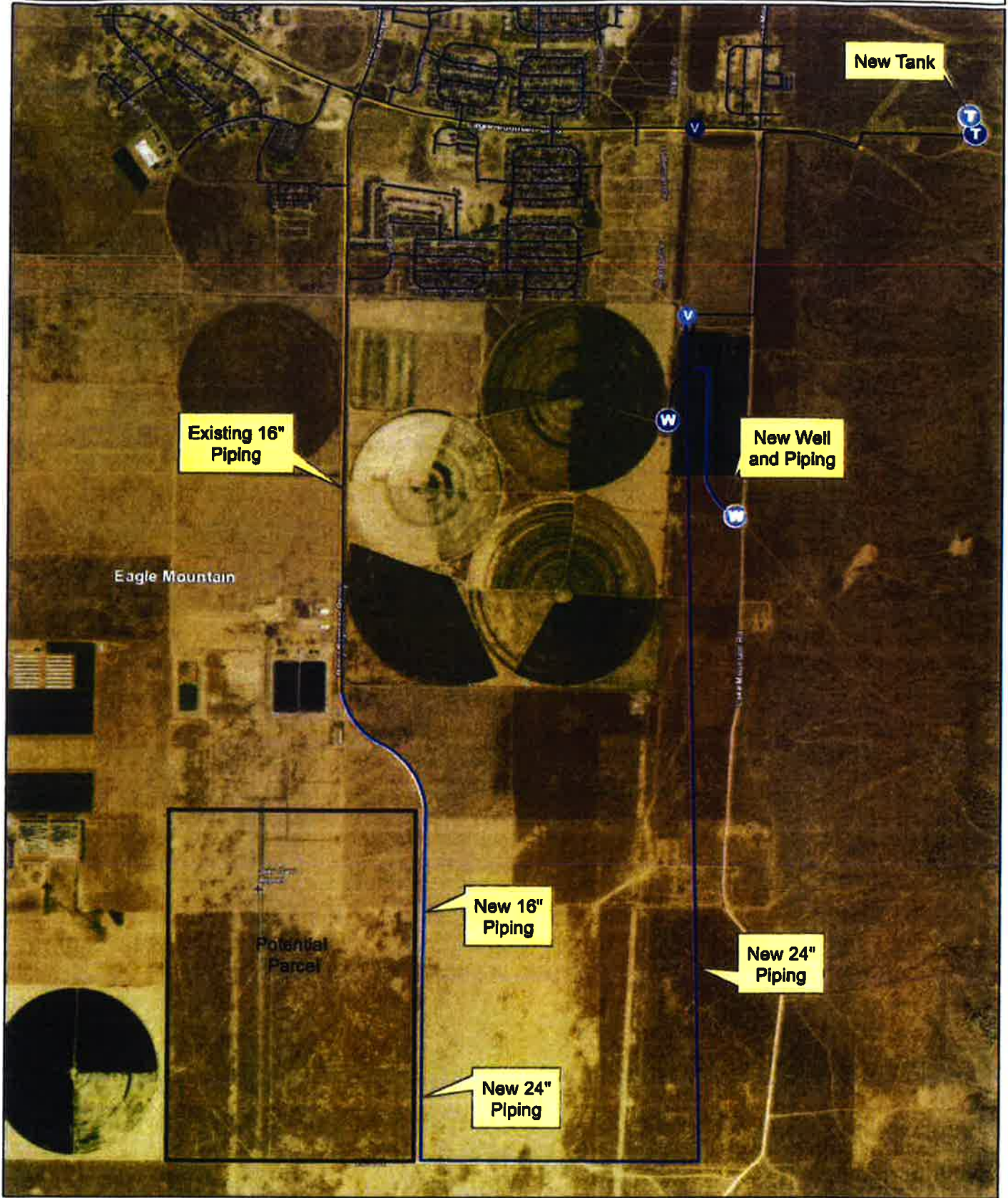
- See attached








**Construction Schedule**

<u>Scope of Work</u>	<u>Design Bid Deadline</u>	<u>Design Completion Deadline</u>	<u>Construction Bid Deadline</u>	<u>Construction Completion Deadline</u>
<u>Water Line Improvements</u>	28 days following Effective Date	80 days following Effective Date	105 days following Effective Date	210 days following Effective Date
<u>Water Tank</u>	28 days following Effective Date	135 days following Effective Date	153 days following Effective Date	545 days following Effective Date
<u>Well Improvements</u>	28 days following Effective Date	222 days following Effective Date	251 days following Effective Date	545 days following Effective Date

<u>Scope of Work</u>	<u>Design Bid Deadline</u>	<u>Design Completion Deadline</u>	<u>Construction Bid Deadline</u>	<u>Construction Completion Deadline</u>
<u>Reclaimed Water/Sanitary Sewer Installations</u>	28 days following Effective Date	80 days following Effective Date	153 days following Effective Date	210 days following Effective Date
<u>Reclaimed Water/Sanitary Sewer Systems Improvements</u>	28 days following Effective Date	135 days following Effective Date	153 days following Effective Date	545 days following Effective Date

# Eagle Mountain Off-Site Water Improvements

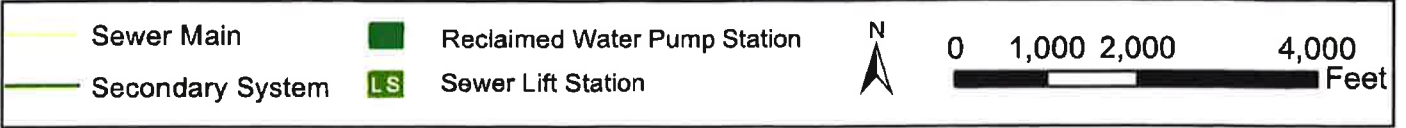
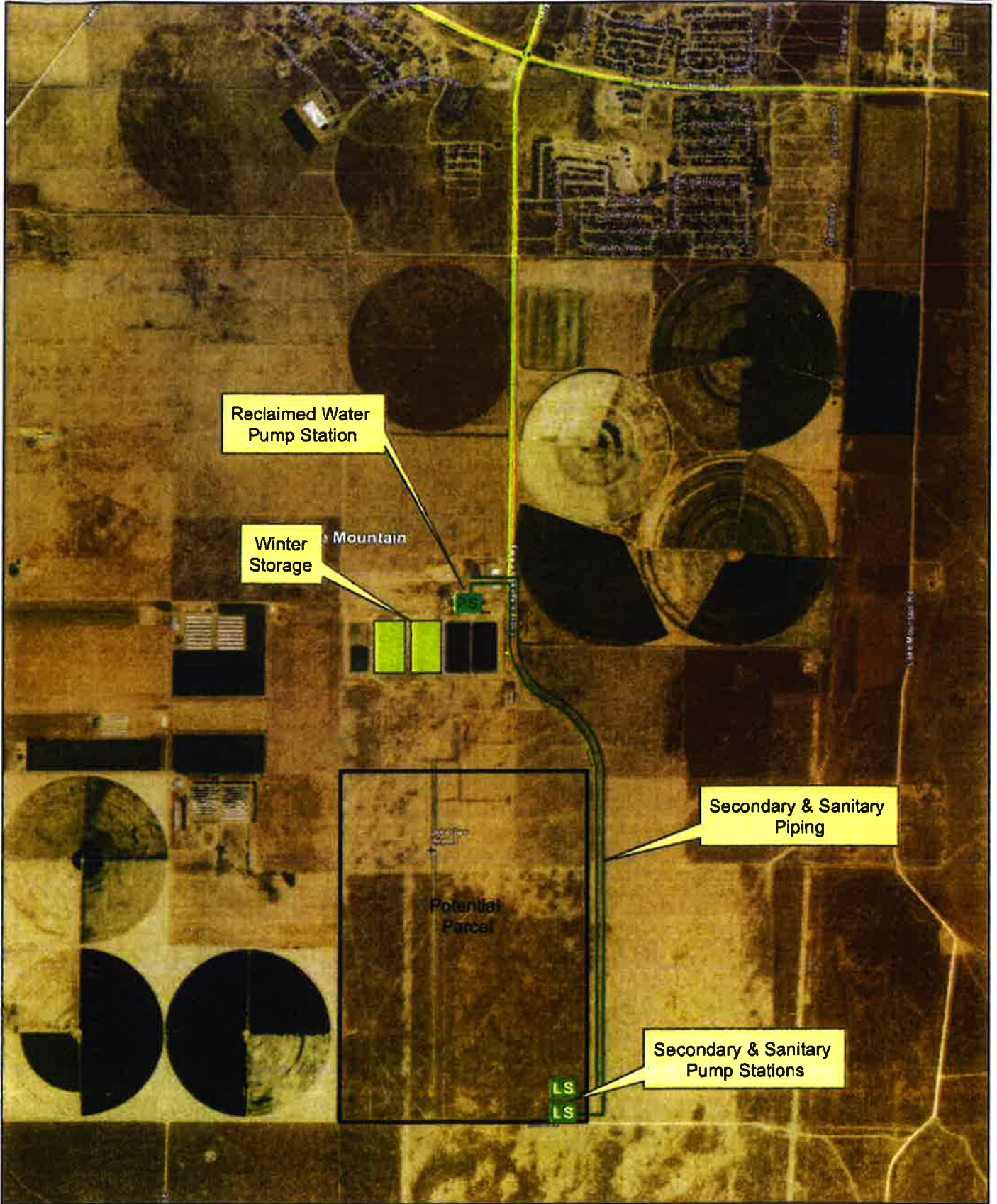


 Existing Main	 Existing PRV	 Proposed Well
 Proposed 16" Pipe	 Proposed PRV	
 Proposed 24" Pipe	 Proposed Tank	





# Eagle Mountain Off-Site Sewer Improvements



**EXHIBIT D**

**ROADWAY EXPANSION**

**Scope of Work**

- Widening of a section of Pony Express Parkway to a total asphalt width of 40-feet and construction of a half-width portion of the master planned section of Pony Express Parkway (38-foot total width of asphalt)

**Depiction**

- See attached

**Construction Schedule**

<u>Scope of Work</u>	<u>Design Bid Deadline</u>	<u>Design Completion Deadline</u>	<u>Construction Bid Deadline</u>	<u>Construction Completion Deadline</u>
<u>Roadway Expansion</u>	28 days following Effective Date	80 days following Effective Date	105 days following Effective Date	210 days following Effective Date <sup>1</sup>

---

<sup>1</sup> Subject to extension for weather-related delays.



**EXHIBIT E**

**SYSTEM IMPROVEMENT PERCENTAGES**

Water Improvements

- 36.00%

Sewer/Reclaimed Water Improvements

- 23.90%

Roadway Expansion

- Construction Costs (other than Land Acquisition Costs) - 0.00%
- Land Acquisition Costs - 100.00%

**EXHIBIT F**

**ESTIMATED INFRASTRUCTURE COSTS**

[Attached]



**Steeplechase Capital Improvements  
and Impact Fee Analysis**

WATER PROJECTS	
Project	Est Cost
1 2 Additional Pumps in Pony Express Booster Station	\$500,000
2 3,000 gpm Well & Piping	\$1,000,000
3 Zone 4 PRV	\$100,000
4 3.5 MG Tank and piping	\$3,000,000
5 10,815 LF 16 inch Line	\$1,460,000
6 13,185 LF 30 inch Line*	\$2,250,155
7 PRV on 30 inch line	\$100,000
8 Secondary Water Distribution System	\$2,590,000
9 Secondary Water Pump	\$250,000
TOTAL	\$11,250,155
SEWER PROJECTS	
1 Sanitary Sewer Lift Station and Force Main	\$850,000
2 Reclaimed Water Lift Station and Force Main	\$750,000
3 Winter Storage Ponds Upsizing	\$3,000,000
TOTAL	\$4,600,000

	Estimated Project Improvements	Estimated Capital Improvements	Cost for Upsizing	Impact Fees @ Buildout	Possible Credits after impact fees	System Improvement Percentages
Water (Psomos report)	\$7,200,000	\$11,250,155	\$4,050,155	\$3,579,941	\$470,214	36%
Sewer (JWO Alt 3)	\$3,500,000	\$4,600,000	\$1,100,000	\$66,920	\$1,033,080	24%

# Eagle Mountain Redevelopment Agency

Sweet Water Industrial Park CRA #1  
Increment and Budget Analysis

ASSUMPTIONS:	
Discount Rate	4.0%
Inflation Rate	0.0%

INCREMENTAL TAX ANALYSIS:	Payment Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV	
	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20			
<b>Cumulative Taxable Value</b>																								
Real Property Value (Building & Land)		\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000		
Personal Property Value		\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000		
<b>Total Assessed Value:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>		
Value of Current Property		\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867		
Less Base Year Value		\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)		
<b>TOTAL INCREMENTAL VALUE:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>		
<b>TAX RATE &amp; INCREMENT ANALYSIS:</b>	2017 Rates																							
Utah County	0.000779	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	10,469,780	7,146,727	
Alpine School District	0.007167	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	96,324,480	65,751,720
Eagle Mountain City	0.001011	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	13,587,840	9,275,148
Central Utah Water Conservancy District	0.000400	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	5,376,000	3,669,693
Unified Fire Service Area - Salt Lake County	0.001809	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	24,312,960	16,596,186
Totals:	0.011168	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	8,374,500	150,071,040	102,439,474
<b>TOTAL INCREMENTAL REVENUE IN PROJECT AREA:</b>		<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$150,071,040</b>	<b>\$102,439,474</b>
<b>PROJECT AREA BUDGET</b>																								
<b>Sources of Funds:</b>																								
<b>Property Tax Participation Rate for Budget:</b>																								
Real Property Value (Building & Land)		80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Personal Property Value		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
<b>Property Tax Increment for Budget:</b>																								
Utah County		\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$9,301,280	\$6,352,712
Alpine School District		\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$85,573,980	\$58,446,580
Eagle Mountain City		\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$12,071,340	\$8,244,862
Central Utah Water Conservancy District		\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$4,778,000	\$3,281,983
Unified Fire Service Area - Salt Lake County		\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$21,599,460	\$14,752,318
<b>Total Property Tax Increment for Budget:</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>
<b>Uses of Tax Increment Funds:</b>																								
Redevelopment Activities (Infrastructure, Incentives, etc.)	90.0%	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$119,899,836	\$81,891,273
CRA Housing Requirement	10.0%	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$13,322,204	\$9,099,030
RDA Administration		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$100,000	\$87,952
<b>Total Uses</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>
<b>REMAINING TAX REVENUES FOR TAXING ENTITIES</b>																								
Utah County		\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$1,168,500	\$794,015
Alpine School District		\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$10,750,500	\$7,305,140
Eagle Mountain City		\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$1,516,500	\$1,030,488
Central Utah Water Conservancy District		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$600,000	\$407,710
Unified Fire Service Area - Salt Lake County		\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$2,713,500	\$1,843,868
<b>Total</b>		<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$16,749,000</b>	<b>\$11,381,219</b>



# Eagle Mountain Redevelopment Agency

Sweet Water Industrial Park CRA #1  
Increment and Budget Analysis

ASSUMPTIONS:	
Discount Rate	4.0%
Inflation Rate	0.0%

INCREMENTAL TAX ANALYSIS:	Payment Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV	
	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20			
<b>Cumulative Taxable Value</b>																								
Real Property Value (Building & Land)		\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000			
Personal Property Value		\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000			
<b>Total Assessed Value:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>			
Value of Current Property		\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867			
Less Base Year Value		\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)			
<b>TOTAL INCREMENTAL VALUE:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>			
<b>TAX RATE &amp; INCREMENT ANALYSIS:</b>	2017 Rates																							
Utah County	0.000779	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	10,469,760	7,146,727	
Alpine School District	0.007167	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	96,324,480	65,751,720	
Eagle Mountain City	0.001011	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	13,587,840	9,275,148	
Central Utah Water Conservancy District	0.000400	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	5,376,000	3,689,693	
Unified Fire Service Area - Salt Lake County	0.001809	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	24,312,960	16,596,186	
Totals:	0.011166	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	150,071,040	102,439,474	
<b>TOTAL INCREMENTAL REVENUE IN PROJECT AREA:</b>		<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$150,071,040</b>	<b>\$102,439,474</b>	
<b>PROJECT AREA BUDGET</b>		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041			
<b>Sources of Funds:</b>		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV
<b>Property Tax Participation Rate for Budget</b>																								
Real Property Value (Building & Land)		80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%			
Personal Property Value		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%			
<b>Property Tax Increment for Budget</b>																								
Utah County		\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$9,301,260	\$6,352,712	
Alpine School District		\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$85,573,880	\$58,446,580	
Eagle Mountain City		\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$12,071,340	\$8,244,662	
Central Utah Water Conservancy District		\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$4,778,000	\$3,261,983	
Unified Fire Service Area - Salt Lake County		\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$21,599,460	\$14,752,318	
<b>Total Property Tax Increment for Budget:</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>	
<b>Uses of Tax Increment Funds:</b>		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV	
Redevelopment Activities (Infrastructure, Incentives, etc.)	80.0%	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$119,899,836	\$81,891,273	
CRA Housing Requirement	10.0%	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$13,322,204	\$9,099,030	
RDA Administration		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$100,000	\$67,852	
<b>Total Uses</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>	
<b>REMAINING TAX REVENUES FOR TAXING ENTITIES</b>		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV	
Utah County		\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$1,168,500	\$794,015	
Alpine School District		\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$10,750,500	\$7,305,140	
Eagle Mountain City		\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$1,516,500	\$1,030,486	
Central Utah Water Conservancy District		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$600,000	\$407,710	
Unified Fire Service Area - Salt Lake County		\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$2,713,500	\$1,843,888	
<b>Total</b>		<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$16,749,000</b>	<b>\$11,381,218</b>	

# Eagle Mountain Redevelopment Agency

Sweet Water Industrial Park CRA #1  
Increment and Budget Analysis

ASSUMPTIONS:	
Discount Rate	4.0%
Inflation Rate	0.0%

INCREMENTAL TAX ANALYSIS:	Payment Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV
	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20		
<b>Cumulative Taxable Value</b>																							
Real Property Value (Building & Land)		\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000		
Personal Property Value		\$375,000,000	\$333,750,000	\$300,000,000	\$268,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000		
<b>Total Assessed Value:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>		
Value of Current Property		\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867		
Less Base Year Value		\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)		
<b>TOTAL INCREMENTAL VALUE:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>		
<b>TAX RATE &amp; INCREMENT ANALYSIS:</b>	2017 Rates																						
Utah County	0.000779	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	10,469,760	7,146,727
Alpine School District	0.007167	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	96,324,480	65,751,720
Eagle Mountain City	0.001011	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	13,587,840	9,275,148
Central Utah Water Conservancy District	0.000400	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	5,376,000	3,869,693
Unified Fire Service Area - Salt Lake County	0.001809	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	24,312,960	16,596,186
Totals:	0.011166	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	150,071,040	102,439,474
<b>TOTAL INCREMENTAL REVENUE IN PROJECT AREA:</b>		<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$150,071,040</b>	<b>\$102,439,474</b>
<b>PROJECT AREA BUDGET</b>		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041		
<b>Sources of Funds:</b>		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	TOTALS	NPV
<b>Property Tax Participation Rate for Budget</b>																							
Real Property Value (Building & Land)		80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%		
Personal Property Value		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
<b>Property Tax Increment for Budget</b>																							
Utah County		\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$9,301,260	\$6,352,712
Alpine School District		\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$85,573,980	\$58,446,580
Eagle Mountain City		\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$12,071,340	\$8,244,862
Central Utah Water Conservancy District		\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$4,776,000	\$3,261,983
Unified Fire Service Area - Salt Lake County		\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$21,589,460	\$14,752,318
<b>Total Property Tax Increment for Budget:</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,800</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,800</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,800</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,800</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>
<b>Uses of Tax Increment Funds:</b>		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV
Redevelopment Activities (Infrastructure, Incentives, etc.)	90.0%	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$118,899,838	\$81,891,273
CRA Housing Requirement	10.0%	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$13,322,204	\$9,099,030
RDA Administration		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$100,000	\$67,852
<b>Total Uses</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,800</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,800</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,800</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,800</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>
<b>REMAINING TAX REVENUES FOR TAXING ENTITIES</b>		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV
Utah County		\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$1,168,500	\$794,015
Alpine School District		\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$10,750,500	\$7,305,140
Eagle Mountain City		\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$1,516,500	\$1,030,488
Central Utah Water Conservancy District		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$600,000	\$407,710
Unified Fire Service Area - Salt Lake County		\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$2,713,500	\$1,843,888
<b>Total</b>		<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$16,749,000</b>	<b>\$11,381,219</b>

**Exhibit E**  
**Project Area Budget**



PROJECT AREA BUDGET

SWEET WATER INDUSTRIAL PARK  
COMMUNITY REINVESTMENT AREA (CRA) #1

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH



MAY 2018



**LEWIS & YOUNG**  
**ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING • 41 N. RIO GRANDE, STE 101 • SALT LAKE CITY, UT 84101  
(P) 801-596-0700 • (TF) 800-581-1100 • (F) 801-596-2800 • [WWW.LEWISYOUNG.COM](http://WWW.LEWISYOUNG.COM)



## Table of Contents

TABLE OF CONTENTS .....2

SECTION 1: INTRODUCTION .....3

SECTION 2: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA.....3

SECTION 3: GENERAL OVERVIEW OF PROJECT AREA BUDGET .....4

SECTION 4: PROPERTY TAX INCREMENT .....5

SECTION 5: COST/BENEFIT ANALYSIS .....7

EXHIBIT A: PROJECT AREA MAP .....7

EXHIBIT B: MULTI-YEAR BUDGET .....9



## Section 1: Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of the City of Eagle Mountain (the "City") and its residents, as well as understanding the City's capacity for new development, has carefully crafted the Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"). The Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area which lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North.

The Plan is envisioned to define the method and means of development for the Project Area from its current state to a higher and better use. The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. This **Project Area Budget** document (the "Budget") is predicated upon certain elements, objectives and conditions outlined in the Plan and intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan.

The creation of the Project Area is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

## Section 2: Description of Community Development Project Area

The Project Area lies west of Lake Mountain Road, east of 1600 W, and to the north of 1000 N, and is located within the City's southwestern boundaries. The property is currently under greenbelt classification and is generating very little tax revenue for the City and other taxing entities. The property encompasses approximately 487 acres of land.

A map of the Project Area is attached hereto in EXHIBIT A.





## Section 3: General Overview of Project Area Budget

The purpose of the Project Area Budget is to provide the financial framework necessary to implement the Project Area Plan vision and objectives. The Project Area Plan has identified that tax increment financing is essential in order to meet the objectives of the CRA Project Area. The following information will detail the sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of the Project Area Budget.

### Base Year Value

The Agency has determined that the base year property tax value for the Project Area will be the total taxable value for the 2017 tax year which is estimated to be \$5,867. Using the tax rates established within the Project Area the property taxes levied equate to \$66 annually. Accordingly, this amount will continue to flow through to each taxing entity proportional to the amount of their respective tax rates being levied.

### Payment Trigger

Each Phase will have a twenty-year (20) duration from the date of the first tax increment received by the Agency. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1, e.g., if requested prior to March 1, 2019, Year 1 of increment will be 2020. The first year of tax increment shall be determined by the Agency.

### Projected Tax Increment Revenue – Total Generation

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that new development will begin in the Project Area in 2018. The contemplated development will generate significant additional property tax revenue as well as incremental sales and use tax above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 1<sup>st</sup>) following construction completion and Tax Increment will actually be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2019 or as late as 2020. It is currently estimated that during the 20-year life of the Project Area Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$150.07 million or at a net present value (NPV)<sup>1</sup> of \$102.44 million. This amount is over and above the \$1,310 of base taxes that the property would generate over 20 years at the \$66 annual amount it currently generates as shown in Table 4.1 below.

---

<sup>1</sup> Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.



## Section 4: Property Tax Increment

### Base Year Property Tax Revenue

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area ("Base Taxes"). The current assessed value is estimated to be \$5,867. Based upon the tax rates in the area, the collective taxing entities are receiving \$66 in property tax annually from this Project Area. This equates to approximately \$1,310 over the 20-year life of the Project Area.

TABLE 4.1: TOTAL BASE YEAR TO TAXING ENTITIES (OVER 20 YEARS)

Entity	Total	NPV at 4%
Utah County	\$91	\$62
Alpine School District	841	571
Eagle Mountain City	119	81
Central Utah Water Conservancy District	47	32
Unified Fire Service Area – Salt Lake County	212	144
<b>Total Revenue</b>	<b>\$1,310</b>	<b>\$890</b>

### Property Tax Increment Shared with RDA

All taxing entities that receive property tax generated within the Project Area, as detailed above, will share at least a portion of that increment generation with the Agency. All taxing entities will contribute 100% of their respective tax increment off of the personal property within the Project Area and 80% of their respective tax increment off of the real property for 20 years. The City, County and the State will **not** contribute any portion of their incremental sales tax to implement the Project Area Plan. The assumptions in this analysis only include the tax increment projections on the first two phases of the development. The Agency may be allowed to receive 20 years of tax increment on each building that is constructed during the initial 20-year tax increment financing period. Each addition 20-year period will be outlined in an amended Project Area Budget, as necessary. Table 4.2 shows the amount of Tax Increment shared with the Agency assuming the participation levels discussed above.

TABLE 4.2: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 4%
Utah County	100% Personal Property 80% Real Property	20 Years	\$9,301,260	\$7,293,590
Alpine School District	100% Personal Property 80% Real Property	20 Years	85,573,980	67,102,904
Eagle Mountain City	100% Personal Property 80% Real Property	20 Years	12,071,340	9,465,751
Central Utah Water Conservancy District	100% Personal Property 80% Real Property	20 Years	4,776,000	3,745,104
Unified Fire Service Area – Salt Lake County	100% Personal Property 80% Real Property	20 Years	21,599,460	16,937,234
<b>Total Sources of Tax Increment Funds</b>			<b>\$133,322,040</b>	<b>\$104,544,582</b>



**Uses of Tax Increment**

The anticipated development includes numerous costs, including land purchase, infrastructure and over \$375 million of personal property. "But-for" the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.

The Agency will take a flat annual payment of \$5,000 to administer the CRA. The majority of the remaining Tax Increment collected by the Agency will be used to overcome the obstacles outlined above (90%). Including: offsetting certain on-site public infrastructure costs, development incentives, Agency requested improvements and upgrades, desirable Project Area improvements, and other redevelopment activities as approved by the Agency. The remaining 10% will go towards affordable housing, as required by the Act.

**TABLE 4.3: USES OF TAX INCREMENT**

Uses	Total	NPV at 4%
Redevelopment Activities	\$119,899,836	\$81,891,273
CRA Housing Requirement	13,322,204	9,099,030
Project Area Administration	100,000	67,952
<b>Total Uses of Tax Increment Funds</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>

A multi-year projection of tax increment is including in EXHIBIT B.

**Total Annual Property Tax Revenue for Taxing Entities at Conclusion of Project**

As described above, the collective taxing entities are currently receiving approximately \$66 in property taxes annually from this Project Area. At the end of 20 years an additional \$8,374,500 in property taxes annually is anticipated, totaling approximately \$8,374,566 in property taxes annually for the area. "But for" the assistance provided by the RDA through tax increment revenues, this momentous increase in property taxes generated for the taxing entities would not be possible.

**TABLE 4.4: TOTAL BASE YEAR AND END OF PROJECT LIFE ANNUAL PROPERTY TAXES**

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Utah County	\$5	\$584,250	\$584,255
Alpine School District	42	5,375,250	5,375,292
Eagle Mountain City	6	758,250	758,256
Central Utah Water Conservancy District	2	300,000	300,002
Unified Fire Service Area – Salt Lake County	11	1,356,750	1,356,761
<b>Total Revenue</b>	<b>\$66</b>	<b>\$8,374,500</b>	<b>\$8,374,566</b>



## Section 5: Cost/Benefit Analysis

### Additional Revenues

#### Other Tax Revenues

The development within the Project Area will also generate sales taxes, energy sales and use taxes for natural gas and telecommunications.

Table 5.1 shows the total revenues generated by the Project Area. This total includes the anticipated property tax increment and energy sales and use tax.

TABLE 5.1 TOTAL REVENUES

Entity	Property Tax	Franchise Tax	Total Incremental Revenues
Utah County	\$10,469,760	-	\$10,469,760
Alpine School District	96,324,480	-	96,324,480
Eagle Mountain City	13,587,840	359,982	13,947,822
Central Utah Water Conservancy District	5,376,000	-	5,376,000
Unified Fire Service Area – Salt Lake County	24,312,960	-	24,312,960
<b>Total Revenue</b>	<b>\$150,071,040</b>	<b>\$359,982</b>	<b>\$150,431,022</b>

### Additional Costs

The development anticipated within the Project Area will also likely result in additional general government, public works, and public safety costs. These costs, along with the estimated budget to implement the Project Area Plan, are identified below.

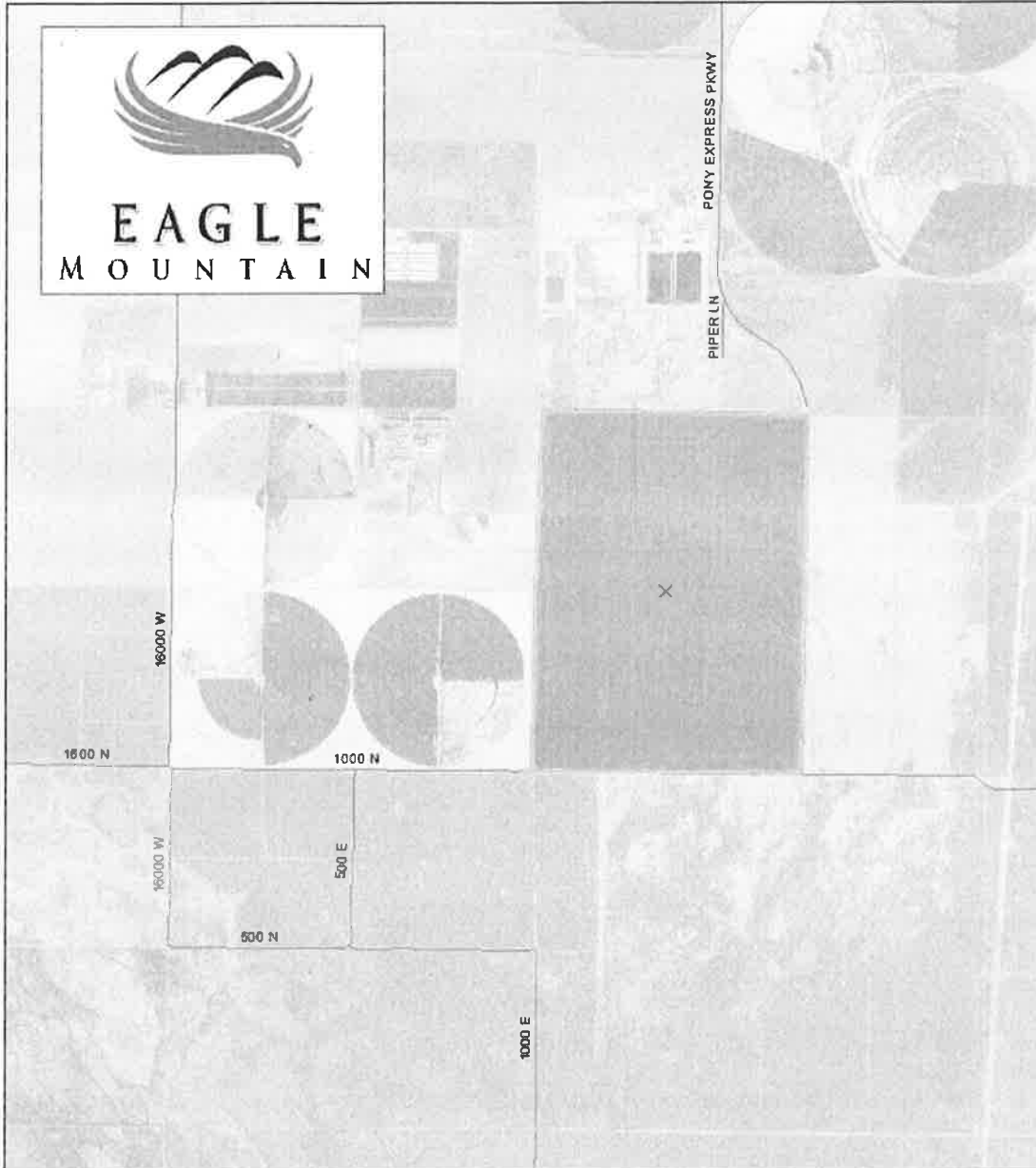
TABLE 5.2 TOTAL EXPENDITURES

Entity	CRA Budget	General Government	Public Works	Public Safety	Total Incremental Expenditures
Utah County	\$9,301,260	\$208,815	-	-	\$9,510,075
Alpine School District	85,573,980	931,374	-	-	86,505,354
Eagle Mountain City	12,071,340	423,378	671,337	351,458	13,517,513
Central Utah Water Conservancy District	4,776,000	140,497	-	-	4,916,497
Unified Fire Service Area – Salt Lake County	21,599,460	522,278	-	-	22,121,738
<b>Total Expenditures</b>	<b>\$133,322,040</b>	<b>\$2,226,343</b>	<b>\$1,049,890</b>	<b>\$351,548</b>	<b>\$136,571,178</b>

The total net benefit to the taxing entities of participating in the Project Area is \$13,859,844, with the City's net benefit being \$430,308<sup>2</sup>.

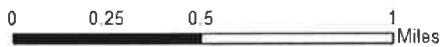
<sup>2</sup> The net benefit does not include the \$13.32 million housing portion of tax increment that will be reinvested into the City. Including this increases the City's net benefit to \$13,752,512.

**Exhibit A: Project Area Map**



**SWEET WATER INDUSTRIAL PARK CRA #1**

 Sweet Water Industrial Park Boundary



  
LEWIS & YOUNG  
ROBERTSON & BURNINGHAM, INC.





## **Exhibit B: Multi-Year Budget**



Eagle Mountain Redevelopment Agency  
 Sweet Water Industrial Park CRA #1  
 Increment and Budget Analysis

ASSUMPTIONS:	
Discount Rate	4.0%
Inflation Rate	0.0%

INCREMENTAL TAX ANALYSIS:	Payment Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV	
	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20			
<b>Cumulative Taxable Value</b>																								
Real Property Value (Building & Land)		\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000			
Personal Property Value		\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$176,250,000	\$135,000,000	\$93,750,000	\$52,500,000	\$11,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
<b>Total Assessed Value:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$551,250,000</b>	<b>\$510,000,000</b>	<b>\$468,750,000</b>	<b>\$427,500,000</b>	<b>\$386,250,000</b>	<b>\$345,000,000</b>	<b>\$303,750,000</b>	<b>\$262,500,000</b>	<b>\$221,250,000</b>	<b>\$180,000,000</b>	<b>\$138,750,000</b>	<b>\$97,500,000</b>	<b>\$56,250,000</b>	<b>\$15,000,000</b>	<b>\$0</b>	<b>\$0</b>		
Value of Current Property		\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867			
Less Base Year Value		\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)			
<b>TOTAL INCREMENTAL VALUE:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$551,250,000</b>	<b>\$510,000,000</b>	<b>\$468,750,000</b>	<b>\$427,500,000</b>	<b>\$386,250,000</b>	<b>\$345,000,000</b>	<b>\$303,750,000</b>	<b>\$262,500,000</b>	<b>\$221,250,000</b>	<b>\$180,000,000</b>	<b>\$138,750,000</b>	<b>\$97,500,000</b>	<b>\$56,250,000</b>	<b>\$15,000,000</b>	<b>\$0</b>	<b>\$0</b>		
<b>TAX RATE &amp; INCREMENT ANALYSIS:</b>	2017 Rates																							
Ulah County	0.000779	584,250	552,116	520,000	487,884	455,768	423,652	391,536	359,420	327,304	295,188	263,072	230,956	198,840	166,724	134,608	102,492	70,376	38,260	6,144	\$0	10,469,760	7,146,727	
Alpine School District	0.007167	5,375,250	5,079,611	4,784,000	4,488,388	4,192,776	3,897,164	3,601,552	3,305,940	3,010,328	2,714,716	2,419,104	2,123,492	1,827,880	1,532,268	1,236,656	941,044	645,432	349,820	54,208	\$0	96,324,480	65,751,720	
Eagle Mountain City	0.001011	758,250	716,546	674,842	633,138	591,434	549,730	508,026	466,322	424,618	382,914	341,210	299,506	257,802	216,098	174,394	132,690	90,986	49,282	\$0	\$0	13,587,840	9,275,148	
Central Ulah Water Conservancy District	0.000400	300,000	283,500	267,000	250,500	234,000	217,500	201,000	184,500	168,000	151,500	135,000	118,500	102,000	85,500	69,000	52,500	36,000	19,500	\$0	\$0	5,376,000	3,669,693	
Unified Fire Service Area - Salt Lake County	0.001809	1,356,750	1,282,129	1,207,508	1,132,887	1,058,266	983,645	909,024	834,403	759,782	685,161	610,540	535,919	461,298	386,677	312,056	237,435	162,814	88,193	\$0	\$0	24,312,960	16,586,186	
<b>Totals:</b>	<b>0.011166</b>	<b>8,374,500</b>	<b>7,913,903</b>	<b>7,537,050</b>	<b>7,076,453</b>	<b>6,615,855</b>	<b>6,155,258</b>	<b>5,694,661</b>	<b>5,234,064</b>	<b>4,773,467</b>	<b>4,312,870</b>	<b>3,852,273</b>	<b>3,391,676</b>	<b>2,931,079</b>	<b>2,470,482</b>	<b>2,009,885</b>	<b>1,549,288</b>	<b>1,088,691</b>	<b>628,094</b>	<b>\$0</b>	<b>\$0</b>	<b>150,071,040</b>	<b>102,439,474</b>	
<b>TOTAL INCREMENTAL REVENUE IN PROJECT AREA:</b>		<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$6,155,258</b>	<b>\$5,694,661</b>	<b>\$5,234,064</b>	<b>\$4,773,467</b>	<b>\$4,312,870</b>	<b>\$3,852,273</b>	<b>\$3,391,676</b>	<b>\$2,931,079</b>	<b>\$2,470,482</b>	<b>\$2,009,885</b>	<b>\$1,549,288</b>	<b>\$1,088,691</b>	<b>\$628,094</b>	<b>\$0</b>	<b>\$0</b>	<b>\$150,071,040</b>	<b>\$102,439,474</b>	
<b>PROJECT AREA BUDGET</b>																								
<b>Sources of Funds:</b>																								
<b>Property Tax Participation Rate for Budget</b>																								
Real Property Value (Building & Land)		80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%			
Personal Property Value		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%			
<b>Property Tax Increment for Budget</b>																								
Ulah County		\$525,825	\$493,691	\$461,557	\$429,423	\$397,289	\$365,155	\$333,021	\$300,887	\$268,753	\$236,619	\$204,485	\$172,351	\$140,217	\$108,083	\$75,949	\$43,815	\$11,681	\$0	\$0	\$0	\$9,301,260	\$6,352,712	
Alpine School District		\$4,837,725	\$4,542,086	\$4,246,447	\$3,950,808	\$3,655,169	\$3,359,530	\$3,063,891	\$2,768,252	\$2,472,613	\$2,176,974	\$1,881,335	\$1,585,696	\$1,289,057	\$993,418	\$697,779	\$402,140	\$106,491	\$0	\$0	\$0	\$85,573,980	\$58,446,580	
Eagle Mountain City		\$682,425	\$640,721	\$600,000	\$558,296	\$516,592	\$474,888	\$433,184	\$391,480	\$349,776	\$308,072	\$266,368	\$224,664	\$182,960	\$141,256	\$99,552	\$57,848	\$16,194	\$0	\$0	\$0	\$12,071,340	\$8,244,662	
Central Ulah Water Conservancy District		\$270,000	\$253,500	\$237,000	\$220,500	\$204,000	\$187,500	\$171,000	\$154,500	\$138,000	\$121,500	\$105,000	\$88,500	\$72,000	\$55,500	\$39,000	\$22,500	\$6,000	\$0	\$0	\$0	\$4,776,000	\$3,281,683	
Unified Fire Service Area - Salt Lake County		\$1,221,075	\$1,146,454	\$1,071,833	\$1,000,000	\$928,169	\$856,338	\$784,507	\$712,676	\$640,845	\$569,014	\$497,183	\$425,352	\$353,521	\$281,690	\$209,859	\$138,028	\$66,197	\$0	\$0	\$0	\$21,599,480	\$14,752,318	
<b>Total Property Tax Increment for Budget:</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$6,155,258</b>	<b>\$5,694,661</b>	<b>\$5,234,064</b>	<b>\$4,773,467</b>	<b>\$4,312,870</b>	<b>\$3,852,273</b>	<b>\$3,391,676</b>	<b>\$2,931,079</b>	<b>\$2,470,482</b>	<b>\$2,009,885</b>	<b>\$1,549,288</b>	<b>\$1,088,691</b>	<b>\$628,094</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>	
<b>Uses of Tax Increment Funds:</b>																								
Redevelopment Activities (Infrastructure, Incentives, etc.)	90.0%	\$6,778,845	\$6,364,307	\$5,949,769	\$5,535,231	\$5,120,693	\$4,706,155	\$4,291,617	\$3,877,079	\$3,462,541	\$3,048,003	\$2,633,465	\$2,218,927	\$1,804,389	\$1,389,851	\$975,313	\$560,775	\$145,237	\$0	\$0	\$0	\$119,899,836	\$81,881,273	
CRA Housing Requirement	10.0%	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$531,281	\$485,221	\$439,161	\$393,101	\$347,041	\$300,981	\$254,921	\$208,861	\$162,801	\$116,741	\$70,681	\$24,621	\$0	\$0	\$0	\$13,322,204	\$9,099,030	
RDA Administration		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$100,000	\$67,852	
<b>Total Uses</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$5,317,807</b>	<b>\$4,857,209</b>	<b>\$4,396,611</b>	<b>\$3,936,013</b>	<b>\$3,475,415</b>	<b>\$3,014,817</b>	<b>\$2,554,219</b>	<b>\$2,093,621</b>	<b>\$1,633,023</b>	<b>\$1,172,425</b>	<b>\$711,827</b>	<b>\$249,221</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>	
<b>REMAINING TAX REVENUES FOR TAXING ENTITIES</b>																								
Ulah County		\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$1,188,500	\$794,015	
Alpine School District		\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$10,750,500	\$7,305,140	
Eagle Mountain City		\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$1,516,500	\$1,030,486	
Central Ulah Water Conservancy District		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$600,000	\$407,710	
Unified Fire Service Area - Salt Lake County		\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$2,713,500	\$1,843,888	
<b>Total</b>		<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$16,748,000</b>	<b>\$11,381,219</b>	

**Exhibit F**

**Interlocal Agreement with City**



## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 23<sup>rd</sup> day of May, 2018, by and between the **EAGLE MOUNTAIN REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **EAGLE MOUNTAIN CITY**, a political subdivision of the State of Utah (the "City") in contemplation of the following facts and circumstances:

- A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("UCA") §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting the City in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and
- B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and
- C. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"), through the adoption of the Sweet Water Industrial Park #1 Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and
- D. **WHEREAS**, the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a data center consisting of real and personal property including a building or group of buildings for the construction, maintenance, use and/or operation of a data center, including ancillary buildings consisting of office buildings, utility buildings and temporary and/or prefabricated construction management buildings (each a "Building" and collectively the "Buildings"). The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and
- E. **WHEREAS**, historically, the Project Area has generated a total of \$66 per year in property taxes for the various taxing entities, including the City, Utah County (the "County"), Alpine School District (the "School District"), and other taxing entities; and
- F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately [\$8,374,500] per year; and
- G. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment, ) which will be generated by the Project Area; and

H. **WHEREAS**, it is in the best interest of the citizens of the City for the City to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS**, the Agency has retained Lewis Young Robertson & Birmingham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Draft Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #1 Budget (the "Project Area Budget"), a draft copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The City has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Utah County assessment rolls for all property located within the Project Area (which is currently estimated to be \$5,867, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant(s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The Property may be developed in Phases. A "Phase" means each phase of the development of the Property as designated by a participant, which Phase shall include at least one (1) Building and any associated real property identified and designated by a participant. A Phase may or may not be a legally subdivided parcel of real property. The first year of payment of Tax Increment from the City to the Agency shall be determined by the Agency. The Agency may trigger the collection of Tax Increment for a Phase by delivering a letter or other written request to the Utah County Auditor's office identifying such Phase (the "Trigger Notice"). The Agency shall be entitled to receive Tax Increment for each Phase for an initial period of twenty (20) full calendar years commencing with the year after they Agency delivers a Trigger Notice for such Phase (each, an "Increment Period"). However, the Agency will no longer be entitled to receive tax increment on any Phase after the fortieth year following the trigger year of the first Increment Period.
6. **Total Payment to Agency.** The City shall authorize the County to remit to the Agency, beginning with property tax receipts during each Incremental Period for each Phase, 100% of the annual Tax Increment generated from the personal property tax within the Project Area and 80% of the annual Tax Increment generated from the real (*i.e.*, building, land, and fixtures) and centrally assessed property within the Project Area.
7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real, personal property, and centrally assessed property taxes collected from the Project Area by the County acting as the tax collection agency for the City. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the City, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.
8. **Future Increment Period Conditions.** The Agency may receive the same participation and level of tax increment received during the initial Increment Period for each additional Phase conditional upon the Agency amending the Project Area Plan and Project Area Budget for each additional Phase and providing notice to the City of such amendments.
9. **No Independent Duty.** The City shall be responsible to remit to the Agency only Tax Increment actually received by the County acting as the tax collecting agency for the City. The City shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County, on behalf of the City on an annual basis during each Increment Period for each Phase.
10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.
11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.
12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to City:  
Eagle Mountain City  
Attn: City Council  
1650 E. Stagecoach Run  
Eagle Mountain, UT 84005  
Phone: (801) 789-6603

If to Agency:  
Eagle Mountain Redevelopment Agency  
Attn: Agency Board  
1650 E. Stagecoach Run  
Eagle Mountain, UT 84005  
Phone: (801) 789-6603

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
20. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.
21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County or the City cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the City shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.
22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
23. **Duration.** This Agreement shall terminate with respect to a particular Phase upon the expiration of each Tax Increment Period for such Phase but shall continue for all undeveloped Phases. Notwithstanding, this Agreement shall terminate after the fortieth year following the trigger year of the first Phase.
24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.
26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
- a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
  - b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
  - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

City: EAGLE MOUNTAIN CITY

Attest:

By: [Signature]

Its: Mayor

Melanie Alsherman, Deputy City Recorder  
for City Recorder

Approved as to form:

\_\_\_\_\_  
Attorney for City



Agency: EAGLE MOUNTAIN REDEVELOPMENT AGENCY

Attest:

By: [Signature]

Its: Chair

[Signature]  
Executive Director

Approved as to form:

\_\_\_\_\_  
Attorney for Agency

- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

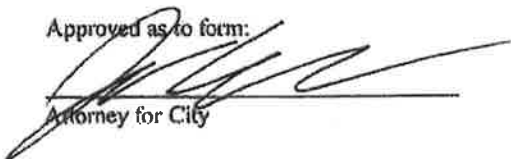
City: EAGLE MOUNTAIN CITY

Attest:

By: \_\_\_\_\_  
Its: Mayor

\_\_\_\_\_  
City Recorder

Approved as to form:

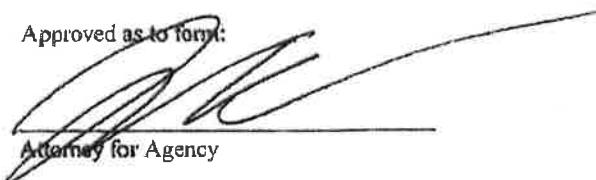
  
\_\_\_\_\_  
Attorney for City

Agency: EAGLE MOUNTAIN REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Its: Chair

\_\_\_\_\_  
Executive Director

Approved as to form:

  
\_\_\_\_\_  
Attorney for Agency

**EXHIBIT "A"**  
**to**  
**INTERLOCAL AGREEMENT**

Legal Description of Project

**Serial number:** 59:057:0003

**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

**Serial number:** 59:057:0004

**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.



**EXHIBIT "B"**  
**To**  
**INTERLOCAL AGREEMENT**

Project Area Plan

**EXHIBIT "C"**  
**To**  
**INTERLOCAL AGREEMENT**

Project Area Budget

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 23<sup>rd</sup> day of May, 2018, by and between the **EAGLE MOUNTAIN REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **EAGLE MOUNTAIN CITY**, a political subdivision of the State of Utah (the "City") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("UCA") §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting the City in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"), through the adoption of the Sweet Water Industrial Park #1 Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a data center consisting of real and personal property including a building or group of buildings for the construction, maintenance, use and/or operation of a data center, including ancillary buildings consisting of office buildings, utility buildings and temporary and/or prefabricated construction management buildings (each a "Building" and collectively the "Buildings"). The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of \$66 per year in property taxes for the various taxing entities, including the City, Utah County (the "County"), Alpine School District (the "School District"), and other taxing entities; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately [\$8,374,500] per year; and

G. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment, ) which will be generated by the Project Area; and

H. **WHEREAS**, it is in the best interest of the citizens of the City for the City to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Draft Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #1 Budget (the "Project Area Budget"), a draft copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The City has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Utah County assessment rolls for all property located within the Project Area (which is currently estimated to be \$5,867, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The Property may be developed in Phases. A "Phase" means each phase of the development of the Property as designated by a participant, which Phase shall include at least one (1) Building and any associated real property identified and designated by a participant. A Phase may or may not be a legally subdivided parcel of real property. The first year of payment of Tax Increment from the City to the Agency shall be determined by the Agency. The Agency may trigger the collection of Tax Increment for a Phase by delivering a letter or other written request to the Utah County Auditor's office identifying such Phase (the "Trigger Notice"). The Agency shall be entitled to receive Tax Increment for each Phase for an initial period of twenty (20) full calendar years commencing with the year after they Agency delivers a Trigger Notice for such Phase (each, an "Increment Period"). However, the Agency will no longer be entitled to receive tax increment on any Phase after the fortieth year following the trigger year of the first Increment Period.
6. **Total Payment to Agency.** The City shall authorize the County to remit to the Agency, beginning with property tax receipts during each Incremental Period for each Phase, 100% of the annual Tax Increment generated from the personal property tax within the Project Area and 80% of the annual Tax Increment generated from the real (*i.e.*, building, land, and fixtures) and centrally assessed property within the Project Area.
7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real, personal property, and centrally assessed property taxes collected from the Project Area by the County acting as the tax collection agency for the City. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the City, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.
8. **Future Increment Period Conditions.** The Agency may receive the same participation and level of tax increment received during the initial Increment Period for each additional Phase conditional upon the Agency amending the Project Area Plan and Project Area Budget for each additional Phase and providing notice to the City of such amendments.
9. **No Independent Duty.** The City shall be responsible to remit to the Agency only Tax Increment actually received by the County acting as the tax collecting agency for the City. The City shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County, on behalf of the City on an annual basis during each Increment Period for each Phase.
10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.
11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.
12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to City:  
Eagle Mountain City  
Attn: City Council  
1650 E. Stagecoach Run  
Eagle Mountain, UT 84005  
Phone: (801) 789-6603

If to Agency:  
Eagle Mountain Redevelopment Agency  
Attn: Agency Board  
1650 E. Stagecoach Run  
Eagle Mountain, UT 84005  
Phone: (801) 789-6603

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
20. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.
21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County or the City cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the City shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.
22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
23. **Duration.** This Agreement shall terminate with respect to a particular Phase upon the expiration of each Tax Increment Period for such Phase but shall continue for all undeveloped Phases. Notwithstanding, this Agreement shall terminate after the fortieth year following the trigger year of the first Phase.
24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.
26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
- a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
  - b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
  - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

City: EAGLE MOUNTAIN CITY

Attest:

By: [Signature]

Its: Mayor

Melanie Behlman, Deputy City Recorder  
for City Recorder

Approved as to form:

\_\_\_\_\_  
Attorney for City



Agency: EAGLE MOUNTAIN REDEVELOPMENT AGENCY

Attest:

By: [Signature]

Its: Chair

[Signature]  
Executive Director

Approved as to form:

\_\_\_\_\_  
Attorney for Agency



- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

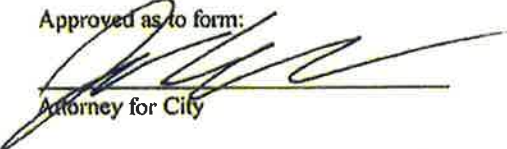
IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

City: EAGLE MOUNTAIN CITY

Attest:

By: \_\_\_\_\_  
Its: Mayor

\_\_\_\_\_  
City Recorder

Approved as to form:  
  
\_\_\_\_\_  
Attorney for City

Agency: EAGLE MOUNTAIN REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Its: Chair

\_\_\_\_\_  
Executive Director

Approved as to form:  
  
\_\_\_\_\_  
Attorney for Agency

**EXHIBIT "A"**  
**to**  
**INTERLOCAL AGREEMENT**

Legal Description of Project

**Serial number: 59:057:0003**

**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

**Serial number: 59:057:0004**

**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.

**EXHIBIT "B"**  
**To**  
**INTERLOCAL AGREEMENT**

Project Area Plan

PROJECT AREA PLAN

# SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT AREA (CRA) #1

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH



MAY 2018



**LEWIS YOUNG**  
**ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101  
TF: 801-596-0700 - TTF: 800-581-1100 - F: 801-596-2900 - WWW.LEWISYOUNG.COM



# Table of Contents

TABLE OF CONTENTS .....2

DEFINITIONS .....3

INTRODUCTION .....5

DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA.....6

GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING DENSITIES AND HOW THEY WILL BE AFFECTED BY THE PROJECT AREA .....6

STANDARDS GUIDING THE COMMUNITY REINVESTMENT .....7

HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY COMMUNITY DEVELOPMENT.....7

CONFORMANCE OF THE PROPOSED DEVELOPMENT TO THE COMMUNITY’S GENERAL PLAN.....8

DESCRIBE ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY REINVESTMENT .8

METHOD OF SELECTION OF PRIVATE DEVELOPERS TO UNDERTAKE THE COMMUNITY REINVESTMENT AND IDENTIFICATION OF DEVELOPERS CURRENTLY INVOLVED IN THE PROCESS.....8

REASON FOR SELECTION OF THE PROJECT AREA.....8

DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA .....9

DESCRIPTION OF ANY TAX INCENTIVES OFFERED PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA .....9

ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT .....10

EXHIBIT A: LEGAL DESCRIPTION OF SWEET WATER INDUSTRIAL PARK CRA #1.....12

EXHIBIT B: PROJECT AREA MAP .....13



## Definitions

As used in this Community Reinvestment Project Area Plan, the term:

"**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment Agency Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

"**Agency**" shall mean the Eagle Mountain Redevelopment Agency, which is a separate body corporate and politic created by the City pursuant to the Act.

"**Base taxable value**" shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-1-102(8) from which tax increment will be collected.

"**Base year**" shall mean the agreed upon year for which the base taxable value is established and shall be incorporated into the interlocal agreements with participating taxing entities.

"**Base taxable year**" shall mean the Base Year during which the Project Area Budget is approved pursuant to Subsection 17C-1-102(9)(d).

"**City**" or "**Community**" shall mean the City of Eagle Mountain.

"**Legislative body**" shall mean the City Council of Eagle Mountain which is the legislative body of the City.

"**Plan Hearing**" shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (41) and 17C-5-104(3)(e).

"**Project Area**" shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (**Exhibit A & Exhibit B**).

"**Net Present Value (NPV)**" shall mean the discounted value of a cash flow. The NPV illustrates the total value of a stream of revenue over a number of years in today's dollars.

"**Project Area Budget**" shall mean (as further described under 17-C-5-303 of the Act) the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

- ☞ the base taxable value of property in the Project Area;
- ☞ the projected tax increment expected to be generated within the Project Area;
- ☞ the amount of tax increment expected to be shared with other taxing entities;
- ☞ the amount of tax increment expected to be used to implement the Project Area plan;
- ☞ if the area from which tax increment is to be collected is less than the entire Project Area;



- the tax identification number of the parcels from which tax increment will be collected; or
  - a legal description of the portion of the Project Area from which tax increment will be collected; and
- ☞ for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

**“Project Area Plan” or “Plan”** shall mean the written plan (outlined by 17C-5-105 of the Act) that, after its effective date, guides and controls the community reinvestment activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference. It is anticipated that the SWEET WATER INDUSTRIAL PARK #1 PLAN will be subject to an interlocal agreement process with the taxing entities within the Project Area.

**“Taxes”** includes all levies on an ad valorem basis upon land, local and centrally assessed real property, personal property, or any other property, tangible or intangible.

**“Taxing Entity”** shall mean any public entity that levies a tax on any property within the Project Area.

**“Tax Increment”** shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

**“Tax Increment Period”** shall mean the period of time in which the taxing entities from the Project Area consent that a portion of their tax increment from the Project Area be used to fund the objectives outlined in the Project Area Plan.

**“Tax Year”** shall mean the 12-month period between sequential tax roll equalizations (November 1<sup>st</sup> - October 31<sup>st</sup>) of the following year, e.g., the November 1, 2017 - October 31, 2018 tax year.



## Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of Eagle Mountain City (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this draft Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of development, scope, financing mechanism, and value to the residents of the City and other taxing entities within the Project Area.

The Project Area is being undertaken as a community reinvestment project area pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Governmental Entities -- Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area. The realization of the Plan is subject to interlocal agreements between the taxing entities individually and the Agency.

## Resolution Authorizing the Preparation of a Draft Community Reinvestment Project Area Plan

Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on **April 3, 2018**.

Utah Code  
§17C-5-104

## Recitals of Prerequisites for Adopting a Community Reinvestment Project Area Plan

In order to adopt a community reinvestment project area plan, the Agency shall;

- ☞ Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law;
- ☞ Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency's deliberations and considerations regarding the Project Area; and
  - Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.





## Description of the Boundaries of the Proposed Project Area

UTAH CODE  
§17C-5-105(1)

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as **Exhibit A** and **Exhibit B** and incorporated herein. The Project Area lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North. All of the land use in the project area is currently vacant. The Project Area is comprised of approximately 487 acres of property.

As delineated in the office of the Utah County Recorder, the Project Area encompasses all of the parcels detailed in **Table 1**.

**TABLE 1: PARCEL LIST**

Parcel Id	Parcel Owner	Acres
59:057:0003	Monte Vista Ranch LC	244.78
59:057:0004	Monte Vista Ranch LC	242.66
<b>Total</b>		<b>487.44</b>

UTAH CODE  
§17C-5-105(1)

## General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Densities and How They Will be Affected by the Project Area

### General Land Uses

The property within the Project Area is currently classified as greenbelt property. The majority of the property surrounding the Project Area is also greenbelt.

Table 1 summarizes the approximate acreage of existing land uses by land use type.

**TABLE 2: LAND USES**

Type	Acres	% of Area
Greenbelt	487.44	100%
<b>Total</b>	<b>487.44</b>	<b>100%</b>

This Project Area Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Project Area Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including all goals and objectives in the City's General Plan.

### Layout of Principal Streets

There are currently no paved streets within the Project Area, 1000 N., an unpaved road runs along the southern periphery of the Project Area.



### **Population Densities**

There are no residences within the Project Area, therefore the estimated population density is 0.0 residents per acre.

### **Building Densities**

Building densities will increase as development occurs. The intent of this plan is to promote greater economic utilization of the land area.

### **Impact of Community Development on Land Use, Layout of Principal Streets, and Population Densities**

Community reinvestment activities within the Project Area will mostly consist of development and economic enhancement of an underutilized area of the City. The types of land uses will include: a data center and office building.

**Land Use** – It is anticipated that future development within the Project Area will create space for a data center, associated office building and other supplementary development that may take place during future phases of the development.

**Layout of Principal Streets** – It is anticipated that the community reinvestment of the Project Area will not alter the layout of principal streets in the area. It is anticipated that access roads will be constructed within the Project Area.

**Population Densities** – The Project Area does not include any residential components. The population density will not be affected by the Project Area. The daytime population of the City will slightly increase as the Project Area is anticipated to create approximately 50 new jobs.

UTAH CODE  
§17C-5-105(c)

### **Standards Guiding the Community Reinvestment**

In order to provide maximum flexibility in the development and economic promotion of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City's proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the Agency, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

UTAH CODE  
§17C-5-105(d)

### **How the Purposes of this Title Will Be Attained By Community Development**



It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate the development within the Project Area.

UTAH CODE  
§17C-5-105(E)

## **Conformance of the Proposed Development to the Community's General Plan**

The proposed Community Reinvestment Project Area Plan and the development contemplated are consistent with the City's proposed General Plan and land use regulations.

UTAH CODE  
§17C-5-105(G)

## **Describe any Specific Project or Projects that are the object of the Proposed Community Reinvestment**

The Project Area is being created in order to assist with the construction of a future data center facility and associated office.

UTAH CODE  
§17C-5-105(H)

## **Method of Selection of Private Developers to undertake the Community Reinvestment and Identification of Developers Currently Involved in the Process**

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDC Utah, and/or from other such references.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers may need to provide a detailed development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

UTAH CODE  
§17C-5-105(I)

## **Reason for Selection of the Project Area**

The Project Area is currently classified as greenbelt and is collecting relatively no tax revenue for the taxing entities. The creation of the Project Area will create a significant economic benefit to all taxing entities as this underutilized area will be developed to a higher and greater use.



UTAH CODE  
§17C-5-105(J)

## Description of Physical, Social and Economic Conditions Existing in the Project Area

### Physical Conditions

The Project Area consists of approximately 487 acres of relatively flat, privately owned land as shown on the Project Area map.

### Social Conditions

The Project Area experiences a lack of connectivity and vitality. There are no residential units and no parks, libraries, or other social gathering places in the Project Area. This is in line with the contemplated uses of the area surrounding the Project Area, as the area surrounding the Project Area is currently under the greenbelt classification.

### Economic Conditions

The Project Area is currently under greenbelt classification. The Agency wants to encourage development within the Project Area that will directly benefit the existing economic base of the City, Utah County and other taxing entities.

UTAH CODE  
§17C-5-105(K)

## Description of any Tax Incentives Offered Private Entities for Facilities Located in the Project Area

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land and job-oriented incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems to be appropriate under the circumstances. A cost benefit analysis will assist the Agency in making decisions about offering assistance.

In general, tax incentives may be offered to achieve the community reinvestment goals and objectives of this plan, specifically to:

- ☒ Foster and accelerate economic development;
- ☒ Stimulate job development;
- ☒ Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space;
- ☒ Assist with property acquisition and/or land assembly; and
- ☒ Provide attractive development for high-quality tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity.



UTAH CODE  
§17C-5-105(2)

## Anticipated Public Benefit to be Derived from the Community Development

### The Beneficial Influences upon the Tax Base of the Community

UTAH CODE  
§17C-5-105(2)(ii)(A)

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and affordable housing opportunities in the community. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values as the property within the Project Area will no longer be classified as greenbelt. Property values include land, buildings and personal property (machines, equipment, etc.).

Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Additionally, business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity within the Project Area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

UTAH CODE  
§17C-5-105(2)(ii)(B)

### The Associated Business and Economic Activity Likely to be Stimulated

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available). The City also envisions this area as a future industrial park, this development will act as an anchor and likely attract new businesses to the area.

UTAH CODE  
§17C-5-105(2)(B)

### Efforts to Maximize Private Investment

The agency has formed a partnership with the developers to realize the vision of this project area. It is anticipated that the development will require over \$750,000,000 of private capital. Creating a CRA will act as a catalyst for the development.

UTAH CODE  
§17C-5-105(2)(C)

### “But For” Analysis

The anticipated development includes numerous costs, including land purchase, infrastructure and over \$375 million of personal property. “But-for” the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.





UTAH CODE  
§17C-5-105(2)

### Cost/Benefit Analysis

Based on the land use assumptions and tax increment participation levels, the following tables outline the benefits anticipated in the Project Area. As shown below, the proposed community reinvestment will create a net benefit to the City and the other taxing entities that participate in the Project Area. The cost/benefit analysis only includes the tax increment projections on the first two phases of the development. The Agency may be allowed to receive 20 years of tax increment on each building that is constructed during the initial 20-year tax increment financing period. Each addition 20-year period will be outlined in an amended Project Area Plan, as necessary.

**TABLE 3: SOURCES OF TAX INCREMENT FUNDS**

Entity	Percentage	Length	Total	NPV at 4%
Utah County	100% Personal Property 80% Real Property	20 Years	\$9,301,260	\$7,293,590
Alpine School District	100% Personal Property 80% Real Property	20 Years	85,573,980	67,102,904
Eagle Mountain City	100% Personal Property 80% Real Property	20 Years	12,071,340	9,465,751
Central Utah Water Conservancy District	100% Personal Property 80% Real Property	20 Years	4,776,000	3,745,104
Unified Fire District – Salt Lake County	100% Personal Property 80% Real Property	20 Years	21,599,460	16,937,234
<b>Total Sources of Tax Increment Funds</b>			<b>\$133,322,040</b>	<b>\$104,544,582</b>

**TABLE 4: PROJECT AREA REVENUES**

Entity	Property Tax	Franchise Tax	Total Tax Increment Revenues
Utah County	\$10,469,760	-	\$10,469,760
Alpine School District	96,324,480	-	96,324,480
Eagle Mountain City	13,587,840	359,982	13,947,822
Central Utah Water Conservancy District	5,376,000	-	5,376,000
Unified Fire District – Salt Lake County	24,312,960	-	24,312,960
<b>Total Revenue</b>	<b>\$150,071,040</b>	<b>\$359,982</b>	<b>\$150,431,022</b>

**TABLE 5: PROJECT AREA EXPENDITURES**

Entity	Property Tax	General Government	Public Safety	Public Works	Total Expenditures
Utah County	\$9,301,260	\$208,815	-	-	\$9,510,075
Alpine School District	85,573,980	931,374	-	-	86,505,354
Eagle Mountain City	12,071,340	423,378	351,458	671,337	13,517,513
Central Utah Water Conservancy District	4,776,000	140,497	-	-	4,916,497
Unified Fire District – Salt Lake County	21,599,460	522,278	-	-	22,121,738
<b>Total Revenue</b>	<b>\$133,322,040</b>	<b>\$2,226,343</b>	<b>\$351,458</b>	<b>\$671,337</b>	<b>\$136,571,178</b>

The total net benefit to the taxing entities of participating in the Project Area is \$13,859,844, with the City's net benefit being \$430,308<sup>1</sup>.

<sup>1</sup> The net benefit does not include the \$13.32 million housing portion of tax increment that will be reinvested into the City. Including this increases the City's net benefit to \$13,752,512.



## EXHIBIT A: Legal Description of Sweet Water Industrial Park CRA #1

**Serial number:** 59:057:0003

**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS.; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

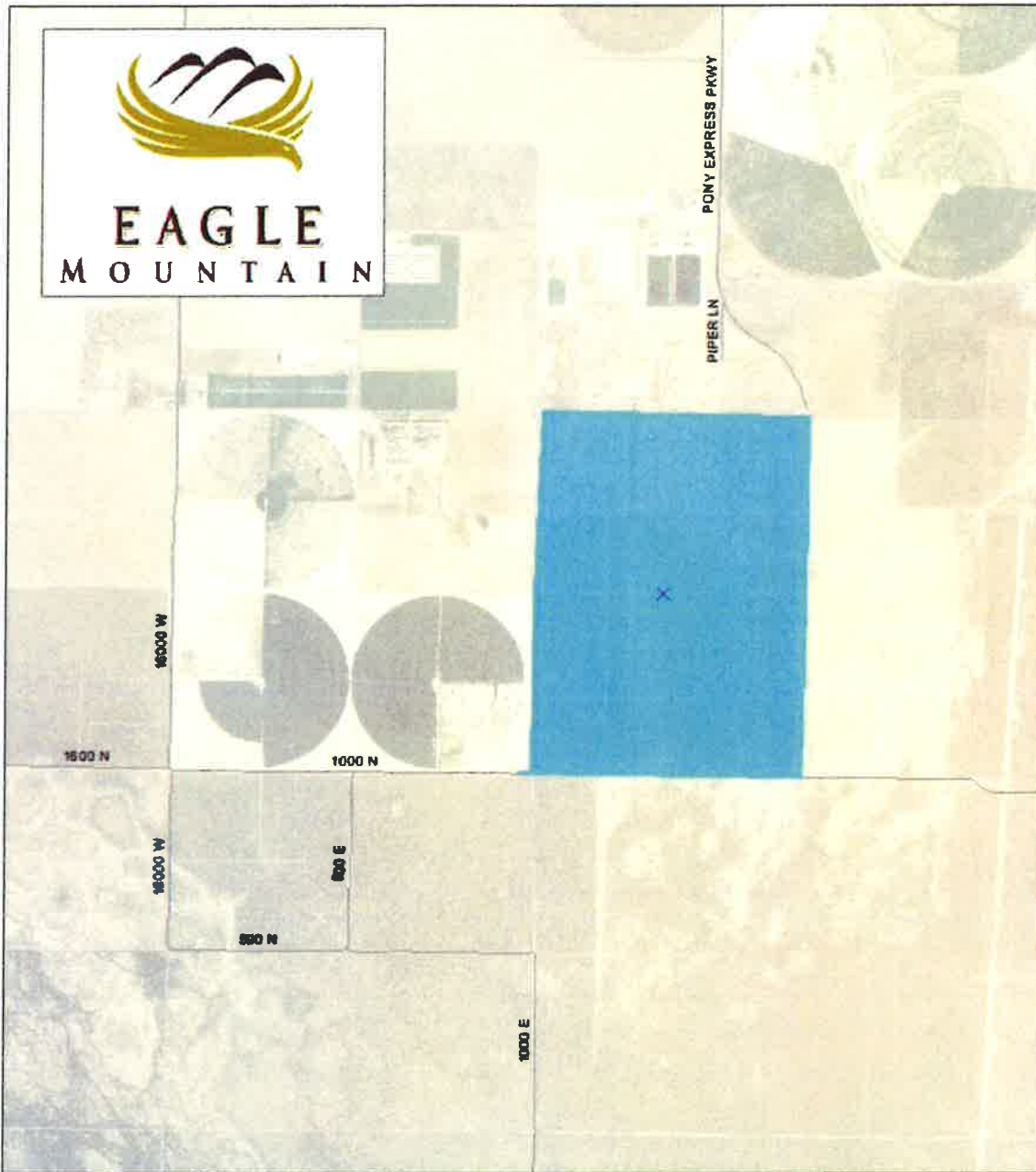
**Serial number:** 59:057:0004

**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS.; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.



# EXHIBIT B: Project Area Map

MAP OF PROPOSED PROJECT AREA BOUNDARIES



## SWEET WATER INDUSTRIAL PARK CRA #1

 Sweet Water Industrial Park Boundary



LEWIS  YOUNG  
ROBERTSON & BURNINGHAM, INC.





**EXHIBIT "C"**  
**To**  
**INTERLOCAL AGREEMENT**

Project Area Budget

PROJECT AREA BUDGET

# SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT AREA (CRA) #1

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH



MAY 2018



**LEWIS YOUNG**  
**ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING • 41 N. RIO GRANDE, STE 101 • SALT LAKE CITY, UT 84101  
(P) 801-596-0700 • (TF) 800-581-1100 • (F) 801-596-2800 • [WWW.LEWISYOUNG.COM](http://WWW.LEWISYOUNG.COM)



## Table of Contents

TABLE OF CONTENTS .....	2
SECTION 1: INTRODUCTION .....	3
SECTION 2: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA .....	3
SECTION 3: GENERAL OVERVIEW OF PROJECT AREA BUDGET .....	4
SECTION 4: PROPERTY TAX INCREMENT .....	5
SECTION 5: COST/BENEFIT ANALYSIS .....	7
EXHIBIT A: PROJECT AREA MAP .....	7
EXHIBIT B: MULTI-YEAR BUDGET .....	9



## Section 1: Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of the City of Eagle Mountain (the "City") and its residents, as well as understanding the City's capacity for new development, has carefully crafted the Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"). The Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area which lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North.

The Plan is envisioned to define the method and means of development for the Project Area from its current state to a higher and better use. The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. This **Project Area Budget** document (the "Budget") is predicated upon certain elements, objectives and conditions outlined in the Plan and intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan.

The creation of the Project Area is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

## Section 2: Description of Community Development Project Area

The Project Area lies west of Lake Mountain Road, east of 1600 W, and to the north of 1000 N, and is located within the City's southwestern boundaries. The property is currently under greenbelt classification and is generating very little tax revenue for the City and other taxing entities. The property encompasses approximately 487 acres of land.

A map of the Project Area is attached hereto in EXHIBIT A.



## Section 3: General Overview of Project Area Budget

The purpose of the Project Area Budget is to provide the financial framework necessary to implement the Project Area Plan vision and objectives. The Project Area Plan has identified that tax increment financing is essential in order to meet the objectives of the CRA Project Area. The following information will detail the sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of the Project Area Budget.

### Base Year Value

The Agency has determined that the base year property tax value for the Project Area will be the total taxable value for the 2017 tax year which is estimated to be \$5,867. Using the tax rates established within the Project Area the property taxes levied equate to \$66 annually. Accordingly, this amount will continue to flow through to each taxing entity proportional to the amount of their respective tax rates being levied.

### Payment Trigger

Each Phase will have a twenty-year (20) duration from the date of the first tax increment received by the Agency. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1, e.g., if requested prior to March 1, 2019, Year 1 of increment will be 2020. The first year of tax increment shall be determined by the Agency.

### Projected Tax Increment Revenue – Total Generation

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that new development will begin in the Project Area in 2018. The contemplated development will generate significant additional property tax revenue as well as incremental sales and use tax above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 1<sup>st</sup>) following construction completion and Tax Increment will actually be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2019 or as late as 2020. It is currently estimated that during the 20-year life of the Project Area Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$150.07 million or at a net present value (NPV)<sup>1</sup> of \$102.44 million. This amount is over and above the \$1,310 of base taxes that the property would generate over 20 years at the \$66 annual amount it currently generates as shown in Table 4.1 below.

---

<sup>1</sup> Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.

## Section 4: Property Tax Increment

### Base Year Property Tax Revenue

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area ("Base Taxes"). The current assessed value is estimated to be \$5,867. Based upon the tax rates in the area, the collective taxing entities are receiving \$66 in property tax annually from this Project Area. This equates to approximately \$1,310 over the 20-year life of the Project Area.

**TABLE 4.1: TOTAL BASE YEAR TO TAXING ENTITIES (OVER 20 YEARS)**

Entity	Total	NPV at 4%
Utah County	\$91	\$62
Alpine School District	841	571
Eagle Mountain City	119	81
Central Utah Water Conservancy District	47	32
Unified Fire Service Area – Salt Lake County	212	144
<b>Total Revenue</b>	<b>\$1,310</b>	<b>\$890</b>

### Property Tax Increment Shared with RDA

All taxing entities that receive property tax generated within the Project Area, as detailed above, will share at least a portion of that increment generation with the Agency. All taxing entities will contribute 100% of their respective tax increment off of the personal property within the Project Area and 80% of their respective tax increment off of the real property for 20 years. The City, County and the State will **not** contribute any portion of their incremental sales tax to implement the Project Area Plan. The assumptions in this analysis only include the tax increment projections on the first two phases of the development. The Agency may be allowed to receive 20 years of tax increment on each building that is constructed during the initial 20-year tax increment financing period. Each addition 20-year period will be outlined in an amended Project Area Budget, as necessary. Table 4.2 shows the amount of Tax Increment shared with the Agency assuming the participation levels discussed above.

**TABLE 4.2: SOURCES OF TAX INCREMENT FUNDS**

Entity	Percentage	Length	Total	NPV at 4%
Utah County	100% Personal Property 80% Real Property	20 Years	\$9,301,260	\$7,293,590
Alpine School District	100% Personal Property 80% Real Property	20 Years	85,573,980	67,102,904
Eagle Mountain City	100% Personal Property 80% Real Property	20 Years	12,071,340	9,465,751
Central Utah Water Conservancy District	100% Personal Property 80% Real Property	20 Years	4,776,000	3,745,104
Unified Fire Service Area – Salt Lake County	100% Personal Property 80% Real Property	20 Years	21,599,460	16,937,234
<b>Total Sources of Tax Increment Funds</b>			<b>\$133,322,040</b>	<b>\$104,544,582</b>





### Uses of Tax Increment

The anticipated development includes numerous costs, including land purchase, infrastructure and over \$375 million of personal property. "But-for" the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.

The Agency will take a flat annual payment of \$5,000 to administer the CRA. The majority of the remaining Tax Increment collected by the Agency will be used to overcome the obstacles outlined above (90%). Including: offsetting certain on-site public infrastructure costs, development incentives, Agency requested improvements and upgrades, desirable Project Area improvements, and other redevelopment activities as approved by the Agency. The remaining 10% will go towards affordable housing, as required by the Act.

**TABLE 4.3: USES OF TAX INCREMENT**

Uses	Total	NPV at 4%
Redevelopment Activities	\$119,899,836	\$81,891,273
CRA Housing Requirement	13,322,204	9,099,030
Project Area Administration	100,000	67,952
<b>Total Uses of Tax Increment Funds</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>

A multi-year projection of tax increment is including in **EXHIBIT B**.

### Total Annual Property Tax Revenue for Taxing Entities at Conclusion of Project

As described above, the collective taxing entities are currently receiving approximately \$66 in property taxes annually from this Project Area. At the end of 20 years an additional \$8,374,500 in property taxes annually is anticipated, totaling approximately \$8,374,566 in property taxes annually for the area. "But for" the assistance provided by the RDA through tax increment revenues, this momentous increase in property taxes generated for the taxing entities would not be possible.

**TABLE 4.4: TOTAL BASE YEAR AND END OF PROJECT LIFE ANNUAL PROPERTY TAXES**

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Utah County	\$5	\$584,250	\$584,255
Alpine School District	42	5,375,250	5,375,292
Eagle Mountain City	6	758,250	758,256
Central Utah Water Conservancy District	2	300,000	300,002
Unified Fire Service Area – Salt Lake County	11	1,356,750	1,356,761
<b>Total Revenue</b>	<b>\$66</b>	<b>\$8,374,500</b>	<b>\$8,374,566</b>



## Section 5: Cost/Benefit Analysis

### Additional Revenues

#### Other Tax Revenues

The development within the Project Area will also generate sales taxes, energy sales and use taxes for natural gas and telecommunications.

Table 5.1 shows the total revenues generated by the Project Area. This total includes the anticipated property tax increment and energy sales and use tax.

**TABLE 5.1 TOTAL REVENUES**

Entity	Property Tax	Franchise Tax	Total Incremental Revenues
Utah County	\$10,469,760	-	\$10,469,760
Alpine School District	96,324,480	-	96,324,480
Eagle Mountain City	13,587,840	359,982	13,947,822
Central Utah Water Conservancy District	5,376,000	-	5,376,000
Unified Fire Service Area – Salt Lake County	24,312,960	-	24,312,960
<b>Total Revenue</b>	<b>\$150,071,040</b>	<b>\$359,982</b>	<b>\$150,431,022</b>

### Additional Costs

The development anticipated within the Project Area will also likely result in additional general government, public works, and public safety costs. These costs, along with the estimated budget to implement the Project Area Plan, are identified below.

**TABLE 5.2 TOTAL EXPENDITURES**

Entity	CRA Budget	General Government	Public Works	Public Safety	Total Incremental Expenditures
Utah County	\$9,301,260	\$208,815	-	-	\$9,510,075
Alpine School District	85,573,980	931,374	-	-	86,505,354
Eagle Mountain City	12,071,340	423,378	671,337	351,458	13,517,513
Central Utah Water Conservancy District	4,776,000	140,497	-	-	4,916,497
Unified Fire Service Area – Salt Lake County	21,599,460	522,278	-	-	22,121,738
<b>Total Expenditures</b>	<b>\$133,322,040</b>	<b>\$2,226,343</b>	<b>\$1,049,890</b>	<b>\$351,548</b>	<b>\$136,571,178</b>

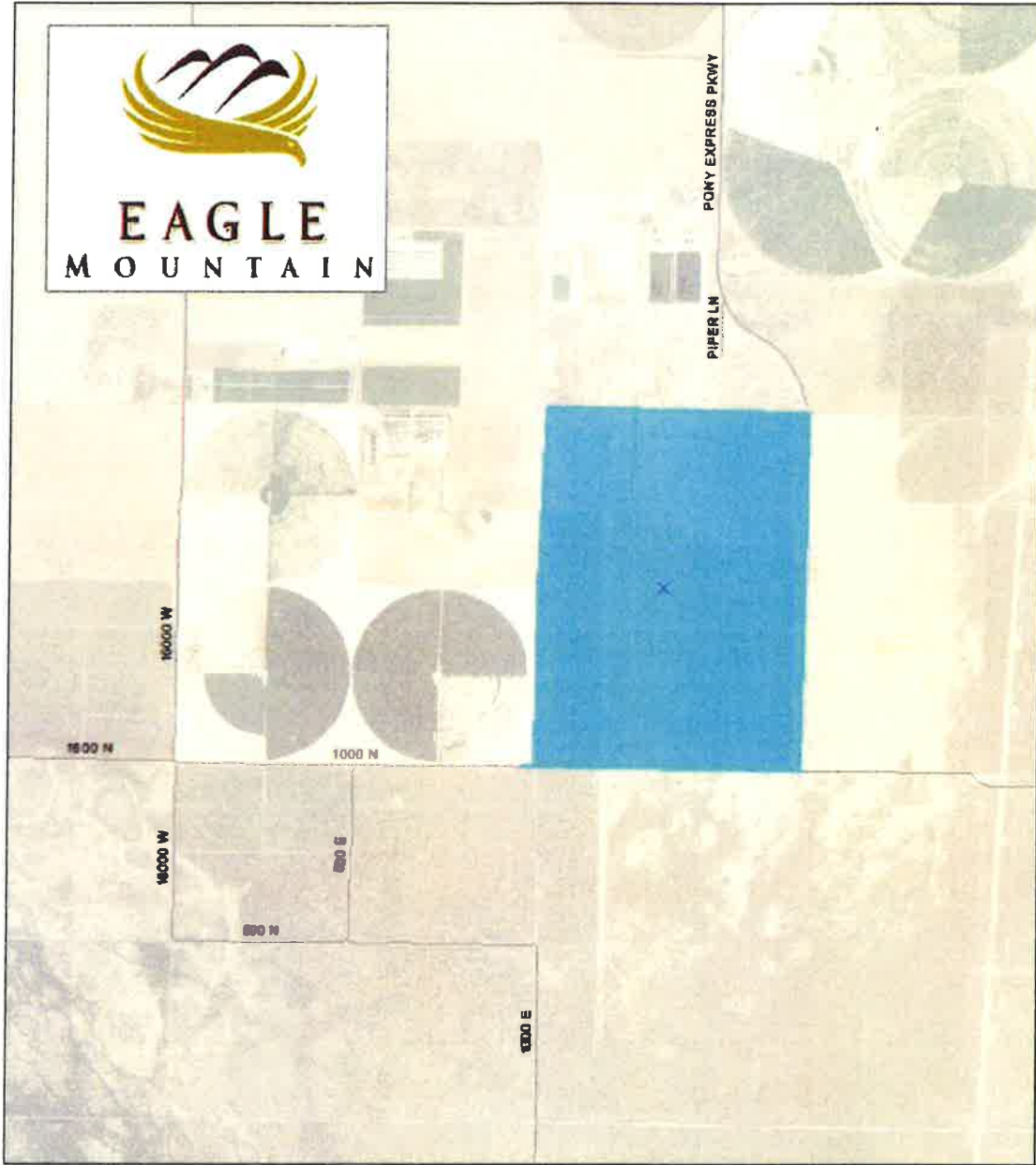
The total net benefit to the taxing entities of participating in the Project Area is \$13,859,844, with the City's net benefit being \$430,308<sup>2</sup>.

<sup>2</sup> The net benefit does not include the \$13.32 million housing portion of tax increment that will be reinvested into the City. Including this increases the City's net benefit to \$13,752,512.





### Exhibit A: Project Area Map



### SWEET WATER INDUSTRIAL PARK CRA #1

 Sweet Water Industrial Park Boundary



LEWIS  YOUNG  
ROBERTSON & BURNINGHAM, INC.





## Exhibit B: Multi-Year Budget

# Eagle Mountain Redevelopment Agency

Sweet Water Industrial Park CRA #1  
Increment and Budget Analysis

ASSUMPTIONS:	
Discount Rate	4.0%
Inflation Rate	0.0%

INCREMENTAL TAX ANALYSIS:	Payment Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV	
	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20			
<b>Cumulative Taxable Value</b>																								
Real Property Value (Building & Land)		\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000		
Personal Property Value		\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000		
<b>Total Assessed Value:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>		
Value of Current Property		\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867		
Less Base Year Value		\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)		
<b>TOTAL INCREMENTAL VALUE:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>		
<b>TAX RATE &amp; INCREMENT ANALYSIS:</b>	2017 Rates																							
Utah County	0.000779	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	10,469,760	7,146,727
Alpine School District	0.007167	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	96,324,480	65,751,720
Eagle Mountain City	0.001011	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	13,687,840	9,275,148
Central Utah Water Conservancy District	0.000400	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	5,376,000	3,669,693
Unified Fire Service Area - Salt Lake County	0.001809	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	24,312,960	16,596,186
<b>Totals:</b>	<b>0.011666</b>	<b>8,374,500</b>	<b>7,913,903</b>	<b>7,537,050</b>	<b>7,076,453</b>	<b>6,615,855</b>	<b>8,374,500</b>	<b>7,913,903</b>	<b>7,537,050</b>	<b>7,076,453</b>	<b>6,615,855</b>	<b>8,374,500</b>	<b>7,913,903</b>	<b>7,537,050</b>	<b>7,076,453</b>	<b>6,615,855</b>	<b>8,374,500</b>	<b>7,913,903</b>	<b>7,537,050</b>	<b>7,076,453</b>	<b>6,615,855</b>	<b>8,374,500</b>	<b>190,071,040</b>	<b>102,439,474</b>
<b>TOTAL INCREMENTAL REVENUE IN PROJECT AREA:</b>		<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$150,071,040</b>	<b>\$102,439,474</b>
<b>PROJECT AREA BUDGET</b>		<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>	<b>2036</b>	<b>2037</b>	<b>2038</b>	<b>2039</b>	<b>2040</b>	<b>2041</b>	<b>TOTALS</b>	<b>NPV</b>	
<b>Sources of Funds:</b>																								
<b>Property Tax Participation Rate for Budget</b>																								
Real Property Value (Building & Land)		80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%		
Personal Property Value		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
<b>Property Tax Increment for Budget</b>																								
Utah County		\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$9,301,280	\$6,352,712
Alpine School District		\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$85,573,980	\$58,446,580
Eagle Mountain City		\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$12,071,340	\$8,244,662
Central Utah Water Conservancy District		\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$4,776,000	\$3,281,983
Unified Fire Service Area - Salt Lake County		\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$21,599,480	\$14,752,318
<b>Total Property Tax Increment for Budget:</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>
<b>Uses of Tax Increment Funds:</b>																								
Redevelopment Activities (Infrastructure, Incentives, etc.)	90.0%	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$119,899,836	\$81,891,273
CRA Housing Requirement	10.0%	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$13,322,204	\$9,089,030
RDA Administration		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$100,000	\$67,952
<b>Total Uses</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>
<b>REMAINING TAX REVENUES FOR TAXING ENTITIES</b>																								
Utah County		\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$1,168,500	\$794,015
Alpine School District		\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$637,525	\$10,750,500	\$7,305,140
Eagle Mountain City		\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$1,516,500	\$1,030,488
Central Utah Water Conservancy District		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$600,000	\$407,710
Unified Fire Service Area - Salt Lake County		\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$2,713,500	\$1,843,868
<b>Total</b>		<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$16,748,000</b>	<b>\$11,381,219</b>

**Exhibit G**

**Interlocal Agreement with County**

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 25<sup>th</sup> day of May, 2018, by and between the **EAGLE MOUNTAIN REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **UTAH COUNTY**, a political subdivision of the State of Utah (the "County") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("UCA") §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Eagle Mountain City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"), through the adoption of the Sweet Water Industrial Park #1 Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a data center consisting of real and personal property including a building or group of buildings for the construction, maintenance, use and/or operation of a data center, including ancillary buildings consisting of office buildings, utility buildings and temporary and/or prefabricated construction management buildings (each a "Building" and collectively the "Buildings"). The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency will enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of \$66 per year in property taxes for the various taxing entities, including the City, the County, Alpine School District (the "School District"), and other taxing entities; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately \$8,374,500.00 per year; and



G. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment) which will be generated by the Project Area; and

H. **WHEREAS**, it is in the best interest of the citizens of the County for the County to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Draft Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #1 Budget (the "Project Area Budget"), a draft copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS**, the City will enter into a development agreement with Stadion, LLC, in the form attached hereto as Exhibit "D" (the "Development Agreement"); and

L. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The County has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The County has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Utah County assessment rolls for all property located within the Project Area (which is currently estimated to be \$5,867, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in **Exhibit "A"** (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The Property may be developed in Phases. A "Phase" means each phase of the development of the Property as designated by a participant, which Phase shall include at least one (1) Building and any associated real property identified and designated by a participant. A Phase may or may not be a legally subdivided parcel of real property. The first year of payment of Tax Increment from the County to the Agency shall be determined by the Agency, provided the first year of payment for the first Phase shall not be later than tax year 2023. The Agency may trigger the collection of Tax Increment for a Phase by delivering a letter or other written request to the Utah County Auditor's office identifying such Phase (the "Trigger Notice"). The Agency shall be entitled to receive Tax Increment for each Phase for an initial period of twenty (20) full calendar years commencing with the year after the Agency delivers a Trigger Notice for such Phase (each, an "Increment Period"); provided, however, notwithstanding anything contained in this Agreement to the contrary, the Agency will no longer be entitled to receive tax increment on any Phase after the thirty-fifth (35<sup>th</sup>) tax year following the trigger year of the first Increment Period.

6. **Total Payment to Agency.** The County shall remit to the Agency, beginning with property tax receipts during each Increment Period for each Phase, 100% of the annual Tax Increment generated from the personal property tax within the Project Area and 80% of the annual Tax Increment generated from the real (*i.e.*, building, land, and fixtures) and centrally assessed property within the Project Area; provided, however, that the total amount of such Tax Increment generated from real property tax (*i.e.*, building, land, and fixtures which are assessed as real property) and centrally assessed property attributable to the County's tax levy that is paid to the Agency under this Agreement shall not exceed \$4,000,000.00 per Phase (the "Per Phase Real Property Tax Increment Cap") and shall not exceed a total of \$20,000,000.00 for all Phases within the Project Area (the "Total Real Property Tax Increment Cap"). The Per Phase Real Property Tax Increment Cap and the Total Real Property Tax Increment Cap shall not apply to Tax Increment generated from personal property. If the Infrastructure Improvements (as defined in the Development Agreement) are not completed within two (2) years after a Trigger Notice for the first Phase is delivered, the County may suspend the payment of Tax Increment to the Agency until the Infrastructure Improvements are substantially completed (and upon substantial completion of the Infrastructure Improvements the County will remit all suspended Tax Increment to the Agency). In addition, Tax Increment will not be payable for buildings developed for residential purposes or other commercial purposes not ancillary to a data center.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real, personal property, and centrally assessed property taxes collected from the Project Area by the County. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the County, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.

8. **Future Increment Period Conditions.** The Agency will receive the same participation and level of tax increment received during the initial Increment Period for each additional Phase conditional upon the Agency amending the Project Area Plan and Project Area Budget for each additional Phase and providing notice to the County of such amendments.

9. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County on an annual basis during each Increment Period for each Phase.

10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to County:  
Utah County  
Attn: County Commission  
100 E. Center Street  
Suite 2300  
Provo, UT 84606  
Phone: (801) 851-8133

If to Agency:  
Eagle Mountain Redevelopment Agency  
Attn: Agency Board  
1650 E. Stagecoach Run



Eagle Mountain, UT 84005  
Phone: (801) 789-6603

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

23. **Duration.** This Agreement shall terminate with respect to a particular Phase upon the expiration of each Tax Increment Period for such Phase but shall continue for all undeveloped Phases; provided, however, notwithstanding anything contained in this Agreement to the contrary, this Agreement shall terminate on December 31, 2059, unless sooner terminated.

24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

COUNTY:

BOARD OF COUNTY COMMISSIONERS,  
UTAH COUNTY, UTAH

  
\_\_\_\_\_  
Nathan Ivie, Chairman

ATTEST:  
BRYAN E. THOMPSON  
Utah County Clerk/Auditor

By:   
Deputy Clerk/Auditor

APPROVED AS TO FORM:  
JEFFREY R. BUHMAN  
Utah County Attorney

By:   
Deputy County Attorney

AGENCY: EAGLE MOUNTAIN REDEVELOPMENT AGENCY

Attest:

By: \_\_\_\_\_

Its: Chair

\_\_\_\_\_  
Executive Director

Approved as to form:

\_\_\_\_\_  
Attorney for Agency

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

County: UTAH COUNTY

Attest:

By: \_\_\_\_\_

Its: Commission Chair

\_\_\_\_\_  
County Recorder

Approved as to form:

\_\_\_\_\_  
Attorney for County

Agency: EAGLE MOUNTAIN REDEVELOPMENT AGENCY

Attest:

By:  \_\_\_\_\_

Its: Chair

  
\_\_\_\_\_  
Executive Director

Approved as to form:

  
\_\_\_\_\_  
Attorney for Agency

**EXHIBIT "A"**  
**to**  
**INTERLOCAL AGREEMENT**

Legal Description of Project

**Serial number:** 59:057:0003

**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS.; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

**Serial number:** 59:057:0004

**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS.; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.

**EXHIBIT "B"**  
**To**  
**INTERLOCAL AGREEMENT**

Project Area Plan

DRAFT PROJECT AREA PLAN

# SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT AREA (CRA) #1

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH



APRIL 2018



LEWIS YOUNG  
ROBERTSON & BURNINGHAM, INC.

GATEWAY PLAZA BUILDING 311 N. RIO GRANDE, STE 10 SALT LAKE CITY, UT 84119  
TEL: 801-596-0700 FAX: 800-541-1100 HP: 801-596-2900 WWW.LEWISYOUNG.COM





# Table of Contents

TABLE OF CONTENTS .....2

DEFINITIONS .....3

INTRODUCTION .....5

DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA .....6

GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING DENSITIES AND HOW THEY WILL BE AFFECTED BY THE PROJECT AREA .....6

STANDARDS GUIDING THE COMMUNITY REINVESTMENT .....7

HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY COMMUNITY DEVELOPMENT .....7

CONFORMANCE OF THE PROPOSED DEVELOPMENT TO THE COMMUNITY'S GENERAL PLAN .....8

DESCRIBE ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY REINVESTMENT..8

METHOD OF SELECTION OF PRIVATE DEVELOPERS TO UNDERTAKE THE COMMUNITY REINVESTMENT AND IDENTIFICATION OF DEVELOPERS CURRENTLY INVOLVED IN THE PROCESS.....8

REASON FOR SELECTION OF THE PROJECT AREA.....8

DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA .....9

DESCRIPTION OF ANY TAX INCENTIVES OFFERED PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA .....9

ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT ..... 10

EXHIBIT A: LEGAL DESCRIPTION OF SWEET WATER INDUSTRIAL PARK CRA #1..... 12

EXHIBIT B: PROJECT AREA MAP ..... 13

## Definitions

As used in this Community Reinvestment Project Area Plan, the term:

**"Act"** shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment Agency Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

**"Agency"** shall mean the Eagle Mountain Redevelopment Agency, which is a separate body corporate and politic created by the City pursuant to the Act.

**"Base taxable value"** shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-1-102(8) from which tax increment will be collected.

**"Base year"** shall mean the agreed upon year for which the base taxable value is established and shall be incorporated into the interlocal agreements with participating taxing entities.

**"Base taxable year"** shall mean the Base Year during which the Project Area Budget is approved pursuant to Subsection 17C-1-102(9)(d).

**"City" or "Community"** shall mean the City of Eagle Mountain.

**"Legislative body"** shall mean the City Council of Eagle Mountain which is the legislative body of the City.

**"Plan Hearing"** shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (41) and 17C-5-104(3)(e).

**"Project Area"** shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (Exhibit A & Exhibit B).

**"Net Present Value (NPV)"** shall mean the discounted value of a cash flow. The NPV illustrates the total value of a stream of revenue over a number of years in today's dollars.

**"Project Area Budget"** shall mean (as further described under 17-C-5-303 of the Act) the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

- ☞ the base taxable value of property in the Project Area;
- ☞ the projected tax increment expected to be generated within the Project Area;
- ☞ the amount of tax increment expected to be shared with other taxing entities;
- ☞ the amount of tax increment expected to be used to implement the Project Area plan;
- ☞ if the area from which tax increment is to be collected is less than the entire Project Area;



- the tax identification number of the parcels from which tax increment will be collected; or
- a legal description of the portion of the Project Area from which tax increment will be collected; and

☞ for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

**“Project Area Plan”** or **“Plan”** shall mean the written plan (outlined by 17C-5-105 of the Act) that, after its effective date, guides and controls the community reinvestment activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference. It is anticipated that the SWEET WATER INDUSTRIAL PARK #1 PLAN will be subject to an interlocal agreement process with the taxing entities within the Project Area.

**“Taxes”** includes all levies on an ad valorem basis upon land, local and centrally assessed real property, personal property, or any other property, tangible or intangible.

**“Taxing Entity”** shall mean any public entity that levies a tax on any property within the Project Area.

**“Tax Increment”** shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

**“Tax Increment Period”** shall mean the period of time in which the taxing entities from the Project Area consent that a portion of their tax increment from the Project Area be used to fund the objectives outlined in the Project Area Plan.

**“Tax Year”** shall mean the 12-month period between sequential tax roll equalizations (November 1<sup>st</sup> - October 31<sup>st</sup>) of the following year, e.g., the November 1, 2017 - October 31, 2018 tax year.

## Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of Eagle Mountain City (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this draft Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of development, scope, financing mechanism, and value to the residents of the City and other taxing entities within the Project Area.

The Project Area is being undertaken as a community reinvestment project area pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Governmental Entities – Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area. The realization of the Plan is subject to interlocal agreements between the taxing entities individually and the Agency.

### Resolution Authorizing the Preparation of a Draft Community Reinvestment Project Area Plan

Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on April 3, 2018.

### Recitals of Prerequisites for Adopting a Community Reinvestment Project Area Plan

In order to adopt a community reinvestment project area plan, the Agency shall;

- ☞ Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law;
- ☞ Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency's deliberations and considerations regarding the Project Area; and
  - Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.

Utah Code  
§17C-5-104

## Description of the Boundaries of the Proposed Project Area

UTAH CODE  
§17C-5-105(1)

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as **Exhibit A** and **Exhibit B** and incorporated herein. The Project Area lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North. All of the land use in the project area is currently vacant. The Project Area is comprised of approximately 487 acres of property.

As delineated in the office of the Utah County Recorder, the **Project Area** encompasses all of the parcels detailed in **Table 1**.

**TABLE 1: PARCEL LIST**

Parcel Id	Parcel Owner	Acres
59:057:0003	Monte Vista Ranch LC	244.78
59:057:0004	Monte Vista Ranch LC	242.66
<b>Total</b>		<b>487.44</b>

UTAH CODE  
§17C-5-105(1)

## General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Densities and How They Will be Affected by the Project Area

### General Land Uses

The property within the Project Area is currently classified as greenbelt property. The majority of the property surrounding the Project Area is also greenbelt.

Table 1 summarizes the approximate acreage of existing land uses by land use type.

**TABLE 2: LAND USES**

Type	Acres	% of Area
Greenbelt	487.44	100%
<b>Total</b>	<b>487.44</b>	<b>100%</b>

This Project Area Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Project Area Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including all goals and objectives in the City's General Plan.

### Layout of Principal Streets

There are currently no paved streets within the Project Area, 1000 N., an unpaved road runs along the southern periphery of the Project Area.





### Population Densities

There are no residences within the Project Area, therefore the estimated population density is 0.0 residents per acre.

### Building Densities

Building densities will increase as development occurs. The intent of this plan is to promote greater economic utilization of the land area.

### Impact of Community Development on Land Use, Layout of Principal Streets, and Population Densities

Community reinvestment activities within the Project Area will mostly consist of development and economic enhancement of an underutilized area of the City. The types of land uses will include: a data center and office building.

**Land Use** – It is anticipated that future development within the Project Area will create space for a data center, associated office building and other supplementary development that may take place during future phases of the development.

**Layout of Principal Streets** – It is anticipated that the community reinvestment of the Project Area will not alter the layout of principal streets in the area. It is anticipated that access roads will be constructed within the Project Area.

**Population Densities** – The Project Area does not include any residential components. The population density will not be affected by the Project Area. The daytime population of the City will slightly increase as the Project Area is anticipated to create approximately 50 new jobs.

UTAH CODE  
§17C-5-105(c)

### Standards Guiding the Community Reinvestment

In order to provide maximum flexibility in the development and economic promotion of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City's proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the Agency, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

UTAH CODE  
§17C-5-105(d)

### How the Purposes of this Title Will Be Attained By Community Development



It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate the development within the Project Area.

UTAH CODE  
§17C-5-105(e)

## Conformance of the Proposed Development to the Community's General Plan

The proposed Community Reinvestment Project Area Plan and the development contemplated are consistent with the City's proposed General Plan and land use regulations.

UTAH CODE  
§17C-5-105(g)

## Describe any Specific Project or Projects that are the object of the Proposed Community Reinvestment

The Project Area is being created in order to assist with the construction of a future data center facility and associated office.

UTAH CODE  
§17C-5-105(h)

## Method of Selection of Private Developers to undertake the Community Reinvestment and Identification of Developers Currently Involved in the Process

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDC Utah, and/or from other such references.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers may need to provide a detailed development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

UTAH CODE  
§17C-5-105(i)

## Reason for Selection of the Project Area

The Project Area is currently classified as greenbelt and is collecting relatively no tax revenue for the taxing entities. The creation of the Project Area will create a significant economic benefit to all taxing entities as this underutilized area will be developed to a higher and greater use.



## Description of Physical, Social and Economic Conditions Existing in the Project Area

UTAH CODE  
§17C-5-105(J)

### Physical Conditions

The Project Area consists of approximately 487 acres of relatively flat, privately owned land as shown on the Project Area map.

### Social Conditions

The Project Area experiences a lack of connectivity and vitality. There are no residential units and no parks, libraries, or other social gathering places in the Project Area. This is in line with the contemplated uses of the area surrounding the Project Area, as the area surrounding the Project Area is currently under the greenbelt classification.

### Economic Conditions

The Project Area is currently under greenbelt classification. The Agency wants to encourage development within the Project Area that will directly benefit the existing economic base of the City, Utah County and other taxing entities.

## Description of any Tax Incentives Offered Private Entities for Facilities Located in the Project Area

UTAH CODE  
§17C-5-105(K)

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land and job-oriented incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems to be appropriate under the circumstances. A cost benefit analysis will assist the Agency in making decisions about offering assistance.

In general, tax incentives may be offered to achieve the community reinvestment goals and objectives of this plan, specifically to:

- ☐ Foster and accelerate economic development;
- ☐ Stimulate job development;
- ☐ Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space;
- ☐ Assist with property acquisition and/or land assembly; and
- ☐ Provide attractive development for high-quality tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity.





UTAH CODE  
§17C-5-105(2)

## Anticipated Public Benefit to be Derived from the Community Development

UTAH CODE  
§17C-5-105(2)(ii)(A)

### The Beneficial Influences upon the Tax Base of the Community

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and affordable housing opportunities in the community. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values as the property within the Project Area will no longer be classified as greenbelt. Property values include land, buildings and personal property (machines, equipment, etc.).

Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Additionally, business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity within the Project Area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

UTAH CODE  
§17C-5-105(2)(ii)(B)

### The Associated Business and Economic Activity Likely to be Stimulated

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available). The City also envisions this area as a future industrial park, this development will act as an anchor and likely attract new businesses to the area.

UTAH CODE  
§17C-5-105(2)(B)

### Efforts to Maximize Private Investment

The agency has formed a partnership with the developers to realize the vision of this project area. It is anticipated that the development will require over \$750,000,000 of private capital. Creating a CRA will act as a catalyst for the development.

UTAH CODE  
§17C-5-105(2)(C)

### "But For" Analysis

The anticipated development includes numerous costs, including land purchase, infrastructure and over \$375 million of personal property. "But-for" the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.

UTAH CODE  
§17C-5-105(2)

### Cost/Benefit Analysis

Based on the land use assumptions and tax increment participation levels, the following tables outline the benefits anticipated in the Project Area. As shown below, the proposed community reinvestment will create a net benefit to the City and the other taxing entities that participate in the Project Area. The cost/benefit analysis only includes the tax increment projections on the first two phases of the development. The Agency may be allowed to receive 20 years of tax increment on each building that is constructed during the initial 20 year tax increment financing period. Each addition 20 year period will be negotiated and outlined in an amended interlocal agreement, as necessary.

**TABLE 3: SOURCES OF TAX INCREMENT FUNDS**

Entity	Percentage	Length	Total	NPV at 4%
Utah County	100% Personal Property 80% Real Property	20 Years	\$9,301,260	\$7,293,590
Alpine School District	100% Personal Property 80% Real Property	20 Years	85,573,980	67,102,904
Eagle Mountain City	100% Personal Property 80% Real Property	20 Years	12,071,340	9,465,751
Central Utah Water Conservancy District	100% Personal Property 80% Real Property	20 Years	4,776,000	3,745,104
Unified Fire District – Salt Lake County	100% Personal Property 80% Real Property	20 Years	21,599,460	16,937,234
<b>Total Sources of Tax Increment Funds</b>			<b>\$133,322,040</b>	<b>\$104,544,582</b>

**TABLE 4: PROJECT AREA REVENUES**

Entity	Property Tax	Franchise Tax	Total Tax Increment Revenues
Utah County	\$10,469,760	-	\$10,469,760
Alpine School District	96,324,480	-	96,324,480
Eagle Mountain City	13,587,840	359,982	13,947,822
Central Utah Water Conservancy District	5,376,000	-	5,376,000
Unified Fire District – Salt Lake County	24,312,960	-	24,312,960
<b>Total Revenue</b>	<b>\$150,071,040</b>	<b>\$359,982</b>	<b>\$150,431,022</b>

**TABLE 5: PROJECT AREA EXPENDITURES**

Entity	Property Tax	General Government	Public Safety	Public Works	Total Expenditures
Utah County	\$9,301,260	\$208,815	-	-	\$9,510,075
Alpine School District	85,573,980	931,374	-	-	86,505,354
Eagle Mountain City	12,071,340	423,378	351,458	671,337	13,517,513
Central Utah Water Conservancy District	4,776,000	140,497	-	-	4,916,497
Unified Fire District – Salt Lake County	21,599,460	522,278	-	-	22,121,738
<b>Total Revenue</b>	<b>\$133,322,040</b>	<b>\$2,226,343</b>	<b>\$351,458</b>	<b>\$671,337</b>	<b>\$136,571,178</b>

The total net benefit to the taxing entities of participating in the Project Area is \$13,859,844, with the City's net benefit being \$430,308<sup>1</sup>.

<sup>1</sup> The net benefit does not include the \$13.32 million housing portion of tax increment that will be reinvested into the City. Including this increases the City's net benefit to \$13,752,512.



## EXHIBIT A: Legal Description of Sweet Water Industrial Park CRA #1

**Serial number:** 59:057:0003

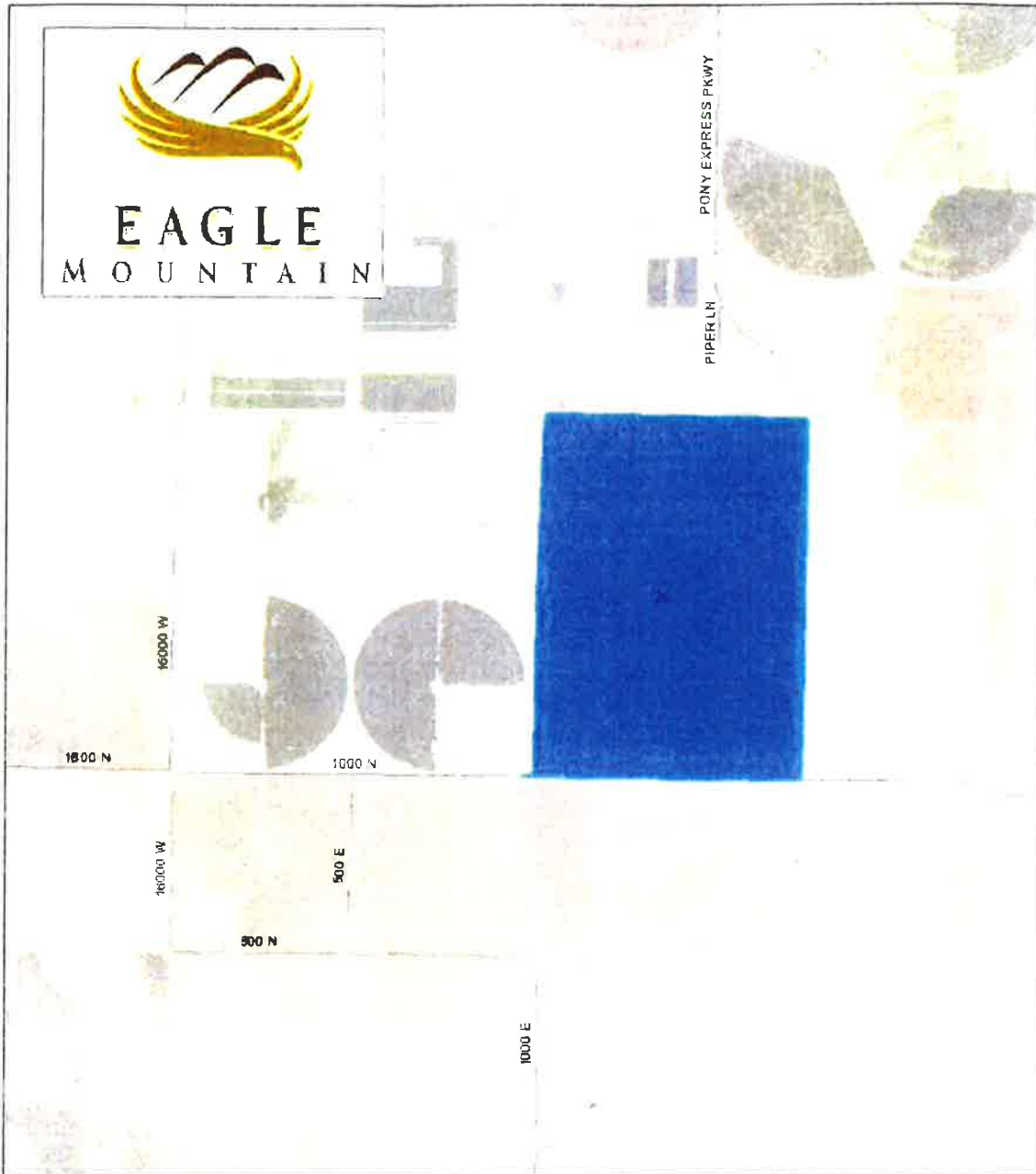
**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS.; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

**Serial number:** 59:057:0004


**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS.; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.

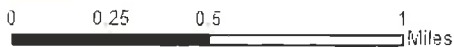
# EXHIBIT B: Project Area Map

MAP OF PROPOSED PROJECT AREA BOUNDARIES



## SWEET WATER INDUSTRIAL PARK CRA #1

 Sweet Water Industrial Park Boundary



LEWIS  YOUNG  
ROBERTSON & BURNINGHAM, INC.



**EXHIBIT "C"**  
**To**  
**INTERLOCAL AGREEMENT**

Project Area Budget

DRAFT PROJECT AREA BUDGET

# SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT AREA (CRA) #1

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH



APRIL 2018



LEWIS ROBERTSON & YOUNG  
ROBERTSON & BURNINGHAM, INC.

GATEWAY PLAZA BUILDING • 1101 BIG BRANCH, STE 101 • SALT LAKE CITY, UT 84103  
TEL: 801-595-0700 • FAX: 801-595-1100 • TOLL-FREE: 888-595-2600 • WWW.LEWISRYOUNG.COM



## Table of Contents

TABLE OF CONTENTS .....	2
SECTION 1: INTRODUCTION .....	3
SECTION 2: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA.....	3
SECTION 3: GENERAL OVERVIEW OF PROJECT AREA BUDGET .....	4
SECTION 4: PROPERTY TAX INCREMENT .....	5
SECTION 5: COST/BENEFIT ANALYSIS .....	7
EXHIBIT A: PROJECT AREA MAP .....	7
EXHIBIT B: MULTI-YEAR BUDGET .....	9

## Section 1: Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of the City of Eagle Mountain (the "City") and its residents, as well as understanding the City's capacity for new development, has carefully crafted the Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"). The Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area which lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North.

The Plan is envisioned to define the method and means of development for the Project Area from its current state to a higher and better use. The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. This **Project Area Budget** document (the "Budget") is predicated upon certain elements, objectives and conditions outlined in the Plan and intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan.

The creation of the Project Area is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

## Section 2: Description of Community Development Project Area

The Project Area lies west of Lake Mountain Road, east of 1600 W, and to the north of 1000 N, and is located within the City's southwestern boundaries. The property is currently under greenbelt classification and is generating very little tax revenue for the City and other taxing entities. The property encompasses approximately 487 acres of land.

A map of the Project Area are attached hereto in **EXHIBIT A**.



## Section 3: General Overview of Project Area Budget

The purpose of the Project Area Budget is to provide the financial framework necessary to implement the Project Area Plan vision and objectives. The Project Area Plan has identified that tax increment financing is essential in order to meet the objectives of the CRA Project Area. The following information will detail the sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of the Project Area Budget.

### Base Year Value

The Agency has determined that the base year property tax value for the Project Area will be the total taxable value for the 2017 tax year which is estimated to be \$5,867. Using the tax rates established within the Project Area the property taxes levied equate to \$66 annually. Accordingly, this amount will continue to flow through to each taxing entity proportional to the amount of their respective tax rates being levied.

### Payment Trigger

This Budget will have a twenty year (20) duration from the date of the first tax increment received by the Agency. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1, e.g., if requested prior to March 1, 2019, Year 1 of increment will be 2020. The Agency anticipates it will trigger the tax increment by March 1, 2021 but in no case will the Agency trigger the first tax increment collection after March 1, 2023.

### Projected Tax Increment Revenue – Total Generation

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that new development will begin in the Project Area in 2018. The contemplated development will generate significant additional property tax revenue as well as incremental sales and use tax above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 1<sup>st</sup>) following construction completion and Tax Increment will actually be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2019 or as late as 2020. It is currently estimated that during the 20-year life of the Project Area Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$150.07 million or at a net present value (NPV)<sup>1</sup> of \$102.44 million. This amount is over and above the \$1,310 of base taxes that the property would generate over 20 years at the \$66 annual amount it currently generates as shown in Table 4.1 below.

<sup>1</sup> Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.

## Section 4: Property Tax Increment

### Base Year Property Tax Revenue

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area ("Base Taxes"). The current assessed value is estimated to be \$5,867. Based upon the tax rates in the area, the collective taxing entities are receiving \$66 in property tax annually from this Project Area. This equates to approximately \$1,310 over the 20-year life of the Project Area.

**TABLE 4.1: TOTAL BASE YEAR TO TAXING ENTITIES (OVER 20 YEARS)**

Entity	Total	NPV at 4%
Utah County	\$91	\$62
Alpine School District	841	571
Eagle Mountain City	119	81
Central Utah Water Conservancy District	47	32
Unified Fire Service Area – Salt Lake County	212	144
<b>Total Revenue</b>	<b>\$1,310</b>	<b>\$890</b>

### Property Tax Increment Shared with RDA

All taxing entities that receive property tax generated within the Project Area, as detailed above, will share at least a portion of that increment generation with the Agency. All taxing entities will contribute 100% of their respective tax increment off of the personal property within the Project Area and 80% of their respective tax increment off of the real property for 20 years. The City, County and the State will *not* contribute any portion of their incremental sales tax to implement the Project Area Plan. The assumptions in this analysis only include the tax increment projections on the first two phases of the development. The Agency may be allowed to receive 20 years of tax increment on each building that is constructed during the initial 20 year tax increment financing period. Each addition 20 year period will be negotiated and outlined in an amended interlocal agreement, as necessary. Table 4.2 shows the amount of Tax Increment shared with the Agency assuming the participation levels discussed above.

**TABLE 4.2: SOURCES OF TAX INCREMENT FUNDS**

Entity	Percentage	Length	Total	NPV at 4%
Utah County	100% Personal Property 80% Real Property	20 Years	\$9,301,260	\$7,293,590
Alpine School District	100% Personal Property 80% Real Property	20 Years	85,573,980	67,102,904
Eagle Mountain City	100% Personal Property 80% Real Property	20 Years	12,071,340	9,465,751
Central Utah Water Conservancy District	100% Personal Property 80% Real Property	20 Years	4,776,000	3,745,104
Unified Fire Service Area – Salt Lake County	100% Personal Property 80% Real Property	20 Years	21,599,460	16,937,234
<b>Total Sources of Tax Increment Funds</b>			<b>\$133,322,040</b>	<b>\$104,544,582</b>

### Uses of Tax Increment

The anticipated development includes numerous costs, including land purchase, infrastructure and over \$375 million of personal property. "But-for" the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.

The Agency will take a flat annual payment of \$5,000 to administer the CRA. The majority of the remaining Tax Increment collected by the Agency will be used to overcome the obstacles outlined above (90%). Including: offsetting certain on-site public infrastructure costs, development incentives, Agency requested improvements and upgrades, desirable Project Area improvements, and other redevelopment activities as approved by the Agency. The remaining 10% will go towards affordable housing, as required by the Act.

**TABLE 4.3: USES OF TAX INCREMENT**

Uses	Total	NPV at 4%
Redevelopment Activities	\$119,899,836	\$81,891,273
CRA Housing Requirement	13,322,204	9,099,030
Project Area Administration	100,000	67,952
<b>Total Uses of Tax Increment Funds</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>

A multi-year projection of tax increment is including in **EXHIBIT B**.

### Total Annual Property Tax Revenue for Taxing Entities at Conclusion of Project

As described above, the collective taxing entities are currently receiving approximately \$66 in property taxes annually from this Project Area. At the end of 20 years an additional \$8,374,500 in property taxes annually is anticipated, totaling approximately \$8,374,566 in property taxes annually for the area. "But for" the assistance provided by the RDA through tax increment revenues, this momentous increase in property taxes generated for the taxing entities would not be possible.

**TABLE 4.4: TOTAL BASE YEAR AND END OF PROJECT LIFE ANNUAL PROPERTY TAXES**

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Utah County	\$5	\$584,250	\$584,255
Alpine School District	42	5,375,250	5,375,292
Eagle Mountain City	6	758,250	758,256
Central Utah Water Conservancy District	2	300,000	300,002
Unified Fire Service Area – Salt Lake County	11	1,356,750	1,356,761
<b>Total Revenue</b>	<b>\$66</b>	<b>\$8,374,500</b>	<b>\$8,374,566</b>

## Section 5: Cost/Benefit Analysis

### Additional Revenues

#### Other Tax Revenues

The development within the Project Area will also generate sales taxes, energy sales and use taxes for natural gas and telecommunications.

Table 5.1 shows the total revenues generated by the Project Area. This total includes the anticipated property tax increment and energy sales and use tax.

**TABLE 5.1 TOTAL REVENUES**

Entity	Property Tax	Franchise Tax	Total Incremental Revenues
Utah County	\$10,469,760	-	\$10,469,760
Alpine School District	96,324,480	-	96,324,480
Eagle Mountain City	13,587,840	359,982	13,947,822
Central Utah Water Conservancy District	5,376,000	-	5,376,000
Unified Fire Service Area – Salt Lake County	24,312,960	-	24,312,960
<b>Total Revenue</b>	<b>\$150,071,040</b>	<b>\$359,982</b>	<b>\$150,431,022</b>

### Additional Costs

The development anticipated within the Project Area will also likely result in additional general government, public works, and public safety costs. These costs, along with the estimated budget to implement the Project Area Plan, are identified below.

**TABLE 5.2 TOTAL EXPENDITURES**

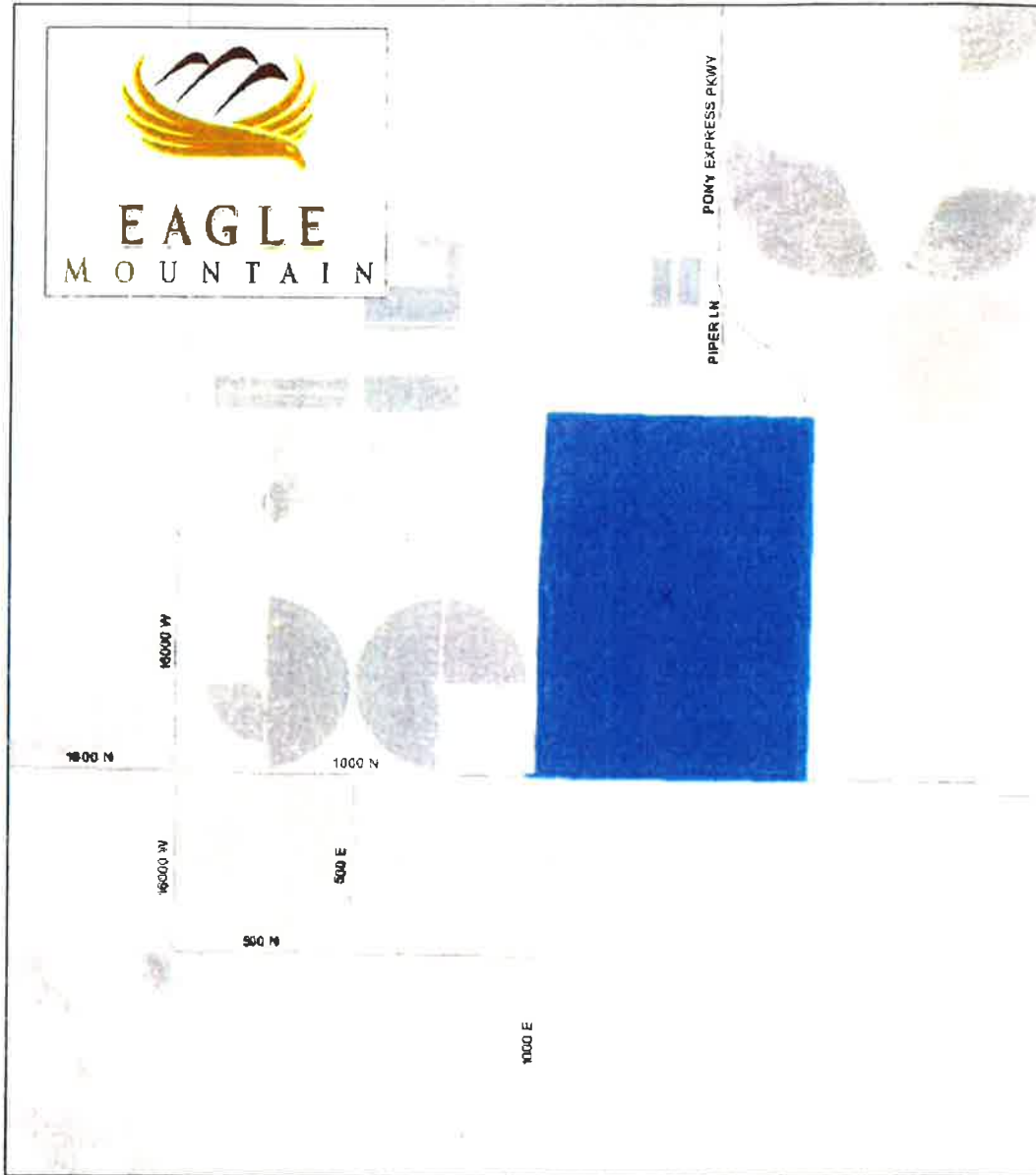
Entity	CRA Budget	General Government	Public Works	Public Safety	Total Incremental Expenditures
Utah County	\$9,301,260	\$208,815	-	-	\$9,510,075
Alpine School District	85,573,980	931,374	-	-	86,505,354
Eagle Mountain City	12,071,340	423,378	671,337	351,458	13,517,513
Central Utah Water Conservancy District	4,776,000	140,497	-	-	4,916,497
Unified Fire Service Area – Salt Lake County	21,599,460	522,278	-	-	22,121,738
<b>Total Expenditures</b>	<b>\$133,322,040</b>	<b>\$2,226,343</b>	<b>\$1,049,890</b>	<b>\$351,548</b>	<b>\$136,571,178</b>

The total net benefit to the taxing entities of participating in the Project Area is \$13,859,844, with the City's net benefit being \$430,308<sup>2</sup>.


<sup>2</sup> The net benefit does not include the \$13.32 million housing portion of tax increment that will be reinvested into the City. Including this increases the City's net benefit to \$13,752,512.



### Exhibit A: Project Area Map



### SWEET WATER INDUSTRIAL PARK CRA #1

 Sweet Water Industrial Park Boundary



  
 LEWIS YOUNG  
 ROBERTSON & BURNINGHAM, INC.



## Exhibit B: Multi-Year Budget

Eagle Mountain Redevelopment Agency

Sweet Water Industrial Park CRA #1  
Increment and Budget Analysis

<b>Assessment Year:</b>	
<b>Discount Rate:</b>	4.0%
<b>Inflation Rate:</b>	0.0%

Project/Category	Payment Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV	
	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20			
<b>Real Property Value (Building &amp; Land)</b>		\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000		
<b>Personal Property Value</b>		\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$176,250,000	\$135,000,000	\$93,750,000	\$52,500,000	\$11,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>Total Assessed Value:</b>		\$750,000,000	\$708,750,000	\$675,000,000	\$633,750,000	\$592,500,000	\$551,250,000	\$510,000,000	\$468,750,000	\$427,500,000	\$386,250,000	\$345,000,000	\$303,750,000	\$262,500,000	\$221,250,000	\$180,000,000	\$138,750,000	\$97,500,000	\$56,250,000	\$15,000,000	\$0	\$0		
<b>Value of Current Property</b>		\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867		
<b>Less Base Year Value</b>		\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)		
<b>TOTAL INCREMENTAL VALUE:</b>		\$750,000,000	\$708,750,000	\$675,000,000	\$633,750,000	\$592,500,000	\$551,250,000	\$510,000,000	\$468,750,000	\$427,500,000	\$386,250,000	\$345,000,000	\$303,750,000	\$262,500,000	\$221,250,000	\$180,000,000	\$138,750,000	\$97,500,000	\$56,250,000	\$15,000,000	\$0	\$0		
<b>TAX RATE &amp; INCREMENT ANALYSIS:</b>	2017 Rate																							
Utah County	0.000771	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250	\$94,250		
Alpine School District	0.007261	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250	\$3,375,250		
Eagle Mountain City	0.001211	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250	\$758,250		
Central Utah Water Conservancy District	0.000300	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000		
Unified Fire Service Area - Salt Lake County	0.001509	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750	\$1,356,750		
<b>Totals:</b>	0.011182	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500		
<b>TOTAL INCREMENTAL REVENUE IN PROJECT AREA:</b>		\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$8,374,500	\$150,971,340	\$102,429,474
<b>PROJECT AREA BUDGET:</b>		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041			
<b>General Fund:</b>																								
<b>Property Tax:</b>																								
<b>Real Property Value (Building &amp; Land)</b>		92%	90%	88%	86%	84%	82%	80%	78%	76%	74%	72%	70%	68%	66%	64%	62%	60%	58%	56%	54%	52%		
<b>Personal Property Value</b>		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
<b>Specialty Tax:</b>																								
Utah County		\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825	\$225,825		
Alpine School District		\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725	\$4,837,725		
Eagle Mountain City		\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425	\$682,425		
Central Utah Water Conservancy District		\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000		
Unified Fire Service Area - Salt Lake County		\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075	\$1,321,075		
<b>Total Property Tax Increment for Budget:</b>		\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050		
<b>Other Tax Incremental Funds:</b>																								
Development Activities (Infrastructure, Incentives, etc.)	0.0001	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845	\$6,778,845		
CRA Housing Requirement	0.0001	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205	\$753,205		
PDA Administrator		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000		
<b>Total Uses</b>		\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050	\$7,537,050		
<b>REMAINING REVENUES FOR TAKING ENTIRE:</b>																								
Utah County		\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425		
Alpine School District		\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525		
Eagle Mountain City		\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825		
Central Utah Water Conservancy District		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000		
Unified Fire Service Area - Salt Lake County		\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675		
<b>Total</b>		\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$837,450	\$1,168,015	\$784,015

**Exhibit H**

**Interlocal Agreement with School District**



## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 24<sup>th</sup> day of May, 2018, by and between the **EAGLE MOUNTAIN REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and the **ALPINE SCHOOL DISTRICT**, a political subdivision of the State of Utah (the "School District") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("**UCA**") §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "**Act**"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Eagle Mountain City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"), through the adoption of the Sweet Water Industrial Park #1 Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a data center consisting of real and personal property including a building or group of buildings for the construction, maintenance, use and/or operation of a data center, including ancillary buildings consisting of office buildings, utility buildings and temporary and/or prefabricated construction management buildings (each a "Building" and collectively the "Buildings"). The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) (a "Participant") which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area. Tax Increment will not be payable for buildings developed for residential purposes or other commercial purposes not ancillary to a data center; and

E. **WHEREAS**, the Project Area is currently generating a total of \$66 per year in property taxes for the various taxing entities, including the City, Utah County (the "County"), the School District, and other taxing entities; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately \$8,374,500 per year; and

G. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS**, it is in the best interest of the citizens of the School District for the School District to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and Project Area Budget utilizing best practices to provide an accurate report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Draft Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #1 Budget (the "Project Area Budget"), a draft copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

L. **WHEREAS**, Participants will be dedicated to being an active participant in the community served by the School District and as such, a strong supporter of the community's education system. Participants will require representatives from such Participant's community outreach and/or development division to meet annually with representatives of the School District to discuss and implement partnership/engagement opportunities between the Participant and the School District.

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The School District has determined that additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The School District has determined that it is in the best interests of its citizens to remit specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, the construction and installation of Buildings, infrastructure improvements and data center related personal property needed to serve the data center within the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Utah County assessment rolls for all property located within the Project Area (which is currently estimated to be \$5,867, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant(s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate. Notwithstanding anything else in this agreement, the duration of this agreement will not extend longer than 50 years from its effective date.

5. **Payment Trigger.** The Property may be developed in Phases. A "Phase" means each phase of the development of the Property as designated by a participant, which Phase shall include at least one (1) Building and any associated real property identified and designated by a participant. A Phase may or may not be a legally subdivided parcel of real property. The first year of payment of Tax Increment from the School District to the Agency shall be determined by the Agency. The Agency may trigger the collection of Tax Increment for a Phase by delivering a letter or other written request to the Utah County Auditor's office identifying such Phase (the "Trigger Notice"). The Agency shall be entitled to receive Tax Increment for each Phase for an initial period of twenty (20) full calendar years commencing with the year after they Agency delivers a Trigger Notice for such Phase (each, an "Increment Period"). However, the Agency will no longer be entitled to receive tax increment on any Phase after the thirty-fifth (35<sup>th</sup>) year following the trigger year of the first Increment Period.

6. **Total Payment to Agency.** The School District shall authorize the County to remit to the Agency, beginning with property tax receipts during each Incremental Period for each Phase, 100% of the annual Tax Increment generated from the personal property tax within the Project Area and 80% of the annual Tax Increment generated from the real (*i.e.*, building, land, and fixtures) and centrally assessed property within the Project Area; provided, however, that the total amount of such Tax Increment generated from real property tax (*i.e.*, building, land, and fixtures which are assessed as real property) and centrally assessed property attributable to the School District's tax levy that is paid to the Agency under this Agreement shall not exceed \$40,000,000 per Phase (the "Real Property Tax Increment Cap") and shall not exceed a total of \$150,000,000 for all Phases within the Project Area. The Real Property Tax Increment Cap shall not apply to Tax Increment generated from personal property.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real, personal property, and centrally assessed property taxes collected from the Project Area by the County acting as the tax collection agency for the School District. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the School District, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.

8. **Future Increment Period Conditions.** The Agency will receive the same participation and level of tax increment received during the initial Increment Period for each additional Phase within the Project Area conditional upon the Agency amending the Project Area Plan and Project Area Budget for each additional Phase and providing notice to the School District of such amendments.

9. **No Independent Duty.** The School District shall be responsible to remit to the Agency only Tax Increment actually received by the County acting as the tax collecting agency for the School District. The School District shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County, on behalf of the School District on an annual basis during each Increment Period for each Phase.

10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to School District:  
Alpine School District  
Attn: Business Administrator  
575 N. 100 E.  
American Fork, UT 84003  
Phone: (801) 610-8400

If to Agency:  
Eagle Mountain Redevelopment Agency  
Attn: Agency Board  
1650 E. Stagecoach Run  
Eagle Mountain, UT 84005  
Phone: (801) 789-6603

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.
15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.
16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.
18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
20. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.
21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County or the School District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the School District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.
22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
23. **Duration.** This Agreement shall terminate with respect to a particular Phase upon the expiration of each Tax Increment Period for such Phase but shall continue for all undeveloped Phases. Notwithstanding, this Agreement shall terminate after the fortieth year following the trigger year of the first Phase.
24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

School District: ALPINE SCHOOL DISTRICT

Attest:

  
Business Administrator

By:

  
Its: President, Board of Education

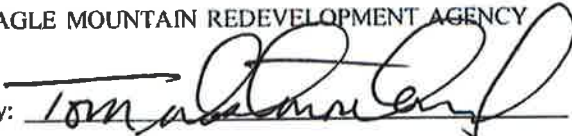
Approved as to form:


  
Attorney for School District

Agency:

EAGLE MOUNTAIN REDEVELOPMENT AGENCY

Attest:

  
By: Tom Anderson  
Its: Chair

  
Executive Director

Approved as to form:

\_\_\_\_\_  
Attorney for Agency



Attest:

  
Business Administrator

By:   
Its: President, Board of Education

Approved as to form:

  
Attorney for School District

Agency: EAGLE MOUNTAIN REDEVELOPMENT AGENCY

Attest:

By: \_\_\_\_\_  
Its: Chair

\_\_\_\_\_  
Executive Director

Approved as to form:

  
Attorney for Agency

**EXHIBIT "A**  
**to**  
**INTERLOCAL AGREEMENT**

Legal Description of Project

**Serial number:** 59:057:0003

**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

**Serial number:** 59:057:0004

**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.

**EXHIBIT "B"**  
**To**  
**INTERLOCAL AGREEMENT**

Project Area Plan

PROJECT AREA PLAN

# SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT AREA (CRA) #1

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH



MAY 2018

LEWIS  YOUNG  
ROBERTSON & BURNINGHAM, INC.

GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101  
(P) 801-596-0700 - (TF) 800-581-1100 - (F) 801-596-2800 - WWW.LEWISYOUNG.COM



# Table of Contents

TABLE OF CONTENTS .....2

DEFINITIONS .....3

INTRODUCTION .....5

DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA .....6

GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING DENSITIES AND HOW THEY WILL BE AFFECTED BY THE PROJECT AREA .....6

STANDARDS GUIDING THE COMMUNITY REINVESTMENT .....7

HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY COMMUNITY DEVELOPMENT.....7

CONFORMANCE OF THE PROPOSED DEVELOPMENT TO THE COMMUNITY’S GENERAL PLAN.....8

DESCRIBE ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY REINVESTMENT ..8

METHOD OF SELECTION OF PRIVATE DEVELOPERS TO UNDERTAKE THE COMMUNITY REINVESTMENT AND IDENTIFICATION OF DEVELOPERS CURRENTLY INVOLVED IN THE PROCESS.....8

REASON FOR SELECTION OF THE PROJECT AREA.....8

DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA .....9

DESCRIPTION OF ANY TAX INCENTIVES OFFERED PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA .....9

ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT .....10

EXHIBIT A: LEGAL DESCRIPTION OF SWEET WATER INDUSTRIAL PARK CRA #1 .....12

EXHIBIT B: PROJECT AREA MAP .....13



## Definitions

As used in this Community Reinvestment Project Area Plan, the term:

**"Act"** shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment Agency Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

**"Agency"** shall mean the Eagle Mountain Redevelopment Agency, which is a separate body corporate and politic created by the City pursuant to the Act.

**"Base taxable value"** shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-1-102(8) from which tax increment will be collected.

**"Base year"** shall mean the agreed upon year for which the base taxable value is established and shall be incorporated into the interlocal agreements with participating taxing entities.

**"Base taxable year"** shall mean the Base Year during which the Project Area Budget is approved pursuant to Subsection 17C-1-102(9)(d).

**"City" or "Community"** shall mean the City of Eagle Mountain.

**"Legislative body"** shall mean the City Council of Eagle Mountain which is the legislative body of the City.

**"Plan Hearing"** shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (41) and 17C-5-104(3)(e).

**"Project Area"** shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (**Exhibit A & Exhibit B**).

**"Net Present Value (NPV)"** shall mean the discounted value of a cash flow. The NPV illustrates the total value of a stream of revenue over a number of years in today's dollars.

**"Project Area Budget"** shall mean (as further described under 17-C-5-303 of the Act) the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

- ☞ the base taxable value of property in the Project Area;
- ☞ the projected tax increment expected to be generated within the Project Area;
- ☞ the amount of tax increment expected to be shared with other taxing entities;
- ☞ the amount of tax increment expected to be used to implement the Project Area plan;
- ☞ if the area from which tax increment is to be collected is less than the entire Project Area:



- the tax identification number of the parcels from which tax increment will be collected; or
- a legal description of the portion of the Project Area from which tax increment will be collected; and

☞ for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

**“Project Area Plan”** or **“Plan”** shall mean the written plan (outlined by 17C-5-105 of the Act) that, after its effective date, guides and controls the community reinvestment activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference. It is anticipated that the SWEET WATER INDUSTRIAL PARK #1 PLAN will be subject to an interlocal agreement process with the taxing entities within the Project Area.

**“Taxes”** includes all levies on an ad valorem basis upon land, local and centrally assessed real property, personal property, or any other property, tangible or intangible.

**“Taxing Entity”** shall mean any public entity that levies a tax on any property within the Project Area.

**“Tax Increment”** shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

**“Tax Increment Period”** shall mean the period of time in which the taxing entities from the Project Area consent that a portion of their tax increment from the Project Area be used to fund the objectives outlined in the Project Area Plan.

**“Tax Year”** shall mean the 12-month period between sequential tax roll equalizations (November 1<sup>st</sup> - October 31<sup>st</sup>) of the following year, e.g., the November 1, 2017 - October 31, 2018 tax year.



## Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of Eagle Mountain City (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this draft Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of development, scope, financing mechanism, and value to the residents of the City and other taxing entities within the Project Area.

The Project Area is being undertaken as a community reinvestment project area pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Governmental Entities -- Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area. The realization of the Plan is subject to interlocal agreements between the taxing entities individually and the Agency.

## Resolution Authorizing the Preparation of a Draft Community Reinvestment Project Area Plan

Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on April 3, 2018.

Utah Code  
§17C-5-104

## Recitals of Prerequisites for Adopting a Community Reinvestment Project Area Plan

In order to adopt a community reinvestment project area plan, the Agency shall;

- ☞ Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law;
- ☞ Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency's deliberations and considerations regarding the Project Area; and
  - Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.





## Description of the Boundaries of the Proposed Project Area

UTAH CODE  
§17C-5-105(1)

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as **Exhibit A** and **Exhibit B** and incorporated herein. The Project Area lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North. All of the land use in the project area is currently vacant. The Project Area is comprised of approximately 487 acres of property.

As delineated in the office of the Utah County Recorder, the Project Area encompasses all of the parcels detailed in **Table 1**.

**TABLE 1: PARCEL LIST**

Parcel Id	Parcel Owner	Acres
59:057:0003	Monte Vista Ranch LC	244.78
59:057:0004	Monte Vista Ranch LC	242.66
<b>Total</b>		<b>487.44</b>

UTAH CODE  
§17C-5-105(1)

## General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Densities and How They Will be Affected by the Project Area

### General Land Uses

The property within the Project Area is currently classified as greenbelt property. The majority of the property surrounding the Project Area is also greenbelt.

Table 1 summarizes the approximate acreage of existing land uses by land use type.

**TABLE 2: LAND USES**

Type	Acres	% of Area
Greenbelt	487.44	100%
<b>Total</b>	<b>487.44</b>	<b>100%</b>

This Project Area Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Project Area Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including all goals and objectives in the City's General Plan.

### Layout of Principal Streets

There are currently no paved streets within the Project Area, 1000 N., an unpaved road runs along the southern periphery of the Project Area.



### **Population Densities**

There are no residences within the Project Area, therefore the estimated population density is 0.0 residents per acre.

### **Building Densities**

Building densities will increase as development occurs. The intent of this plan is to promote greater economic utilization of the land area.

### **Impact of Community Development on Land Use, Layout of Principal Streets, and Population Densities**

Community reinvestment activities within the Project Area will mostly consist of development and economic enhancement of an underutilized area of the City. The types of land uses will include: a data center and office building.

**Land Use** – It is anticipated that future development within the Project Area will create space for a data center, associated office building and other supplementary development that may take place during future phases of the development.

**Layout of Principal Streets** – It is anticipated that the community reinvestment of the Project Area will not alter the layout of principal streets in the area. It is anticipated that access roads will be constructed within the Project Area.

**Population Densities** – The Project Area does not include any residential components. The population density will not be affected by the Project Area. The daytime population of the City will slightly increase as the Project Area is anticipated to create approximately 50 new jobs.

UTAH CODE  
§17C-5-105(c)

### **Standards Guiding the Community Reinvestment**

In order to provide maximum flexibility in the development and economic promotion of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City's proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the Agency, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

UTAH CODE  
§17C-5-105(d)

### **How the Purposes of this Title Will Be Attained By Community Development**



It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate the development within the Project Area.

UTAH CODE  
§17C-5-105(E)

## **Conformance of the Proposed Development to the Community's General Plan**

The proposed Community Reinvestment Project Area Plan and the development contemplated are consistent with the City's proposed General Plan and land use regulations.

UTAH CODE  
§17C-5-105(G)

## **Describe any Specific Project or Projects that are the object of the Proposed Community Reinvestment**

The Project Area is being created in order to assist with the construction of a future data center facility and associated office.

UTAH CODE  
§17C-5-105(H)

## **Method of Selection of Private Developers to undertake the Community Reinvestment and Identification of Developers Currently Involved in the Process**

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDC Utah, and/or from other such references.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers may need to provide a detailed development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

UTAH CODE  
§17C-5-105(I)

## **Reason for Selection of the Project Area**

The Project Area is currently classified as greenbelt and is collecting relatively no tax revenue for the taxing entities. The creation of the Project Area will create a significant economic benefit to all taxing entities as this underutilized area will be developed to a higher and greater use.



## Description of Physical, Social and Economic Conditions Existing in the Project Area

UTAH CODE  
§17C-5-105(J)

### Physical Conditions

The Project Area consists of approximately 487 acres of relatively flat, privately owned land as shown on the Project Area map.

### Social Conditions

The Project Area experiences a lack of connectivity and vitality. There are no residential units and no parks, libraries, or other social gathering places in the Project Area. This is in line with the contemplated uses of the area surrounding the Project Area, as the area surrounding the Project Area is currently under the greenbelt classification.

### Economic Conditions

The Project Area is currently under greenbelt classification. The Agency wants to encourage development within the Project Area that will directly benefit the existing economic base of the City, Utah County and other taxing entities.

UTAH CODE  
§17C-5-105(K)

## Description of any Tax Incentives Offered Private Entities for Facilities Located in the Project Area

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land and job-oriented incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems to be appropriate under the circumstances. A cost benefit analysis will assist the Agency in making decisions about offering assistance.

In general, tax incentives may be offered to achieve the community reinvestment goals and objectives of this plan, specifically to:

- ☞ Foster and accelerate economic development;
- ☞ Stimulate job development;
- ☞ Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space;
- ☞ Assist with property acquisition and/or land assembly; and
- ☞ Provide attractive development for high-quality tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity.



UTAH CODE  
§17C-5-105(2)

## Anticipated Public Benefit to be Derived from the Community Development

UTAH CODE  
§17C-5-105(2)(ii)(A)

### The Beneficial Influences upon the Tax Base of the Community

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and affordable housing opportunities in the community. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values as the property within the Project Area will no longer be classified as greenbelt. Property values include land, buildings and personal property (machines, equipment, etc.).

Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Additionally, business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity within the Project Area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

UTAH CODE  
§17C-5-105(2)(ii)(B)

### The Associated Business and Economic Activity Likely to be Stimulated

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available). The City also envisions this area as a future industrial park, this development will act as an anchor and likely attract new businesses to the area.

UTAH CODE  
§17C-5-105(2)(B)

### Efforts to Maximize Private Investment

The agency has formed a partnership with the developers to realize the vision of this project area. It is anticipated that the development will require over \$750,000,000 of private capital. Creating a CRA will act as a catalyst for the development.

UTAH CODE  
§17C-5-105(2)(C)

### “But For” Analysis

The anticipated development includes numerous costs, including land purchase, infrastructure and over \$375 million of personal property. “But-for” the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.



UTAH CODE  
§17C-5-105(2)

### Cost/Benefit Analysis

Based on the land use assumptions and tax increment participation levels, the following tables outline the benefits anticipated in the Project Area. As shown below, the proposed community reinvestment will create a net benefit to the City and the other taxing entities that participate in the Project Area. The cost/benefit analysis only includes the tax increment projections on the first two phases of the development. The Agency may be allowed to receive 20 years of tax increment on each building that is constructed during the initial 20-year tax increment financing period. Each addition 20-year period will be outlined in an amended Project Area Plan, as necessary.

**TABLE 3: SOURCES OF TAX INCREMENT FUNDS**

Entity	Percentage	Length	Total	NPV at 4%
Utah County	100% Personal Property 80% Real Property	20 Years	\$9,301,260	\$7,293,590
Alpine School District	100% Personal Property 80% Real Property	20 Years	85,573,980	67,102,904
Eagle Mountain City	100% Personal Property 80% Real Property	20 Years	12,071,340	9,465,751
Central Utah Water Conservancy District	100% Personal Property 80% Real Property	20 Years	4,776,000	3,745,104
Unified Fire District – Salt Lake County	100% Personal Property 80% Real Property	20 Years	21,599,460	16,937,234
<b>Total Sources of Tax Increment Funds</b>			<b>\$133,322,040</b>	<b>\$104,544,582</b>

**TABLE 4: PROJECT AREA REVENUES**

Entity	Property Tax	Franchise Tax	Total Tax Increment Revenues
Utah County	\$10,469,760	-	\$10,469,760
Alpine School District	96,324,480	-	96,324,480
Eagle Mountain City	13,587,840	359,982	13,947,822
Central Utah Water Conservancy District	5,376,000	-	5,376,000
Unified Fire District – Salt Lake County	24,312,960	-	24,312,960
<b>Total Revenue</b>	<b>\$150,071,040</b>	<b>\$359,982</b>	<b>\$150,431,022</b>

**TABLE 5: PROJECT AREA EXPENDITURES**

Entity	Property Tax	General Government	Public Safety	Public Works	Total Expenditures
Utah County	\$9,301,260	\$208,815	-	-	\$9,510,075
Alpine School District	85,573,980	931,374	-	-	86,505,354
Eagle Mountain City	12,071,340	423,378	351,458	671,337	13,517,513
Central Utah Water Conservancy District	4,776,000	140,497	-	-	4,916,497
Unified Fire District – Salt Lake County	21,599,460	522,278	-	-	22,121,738
<b>Total Revenue</b>	<b>\$133,322,040</b>	<b>\$2,226,343</b>	<b>\$351,458</b>	<b>\$671,337</b>	<b>\$136,571,178</b>

The total net benefit to the taxing entities of participating in the Project Area is \$13,859,844, with the City's net benefit being \$430,308<sup>1</sup>.

<sup>1</sup> The net benefit does not include the \$13.32 million housing portion of tax increment that will be reinvested into the City. Including this increases the City's net benefit to \$13,752,512.



## EXHIBIT A: Legal Description of Sweet Water Industrial Park CRA #1

*Serial number: 59:057:0003*

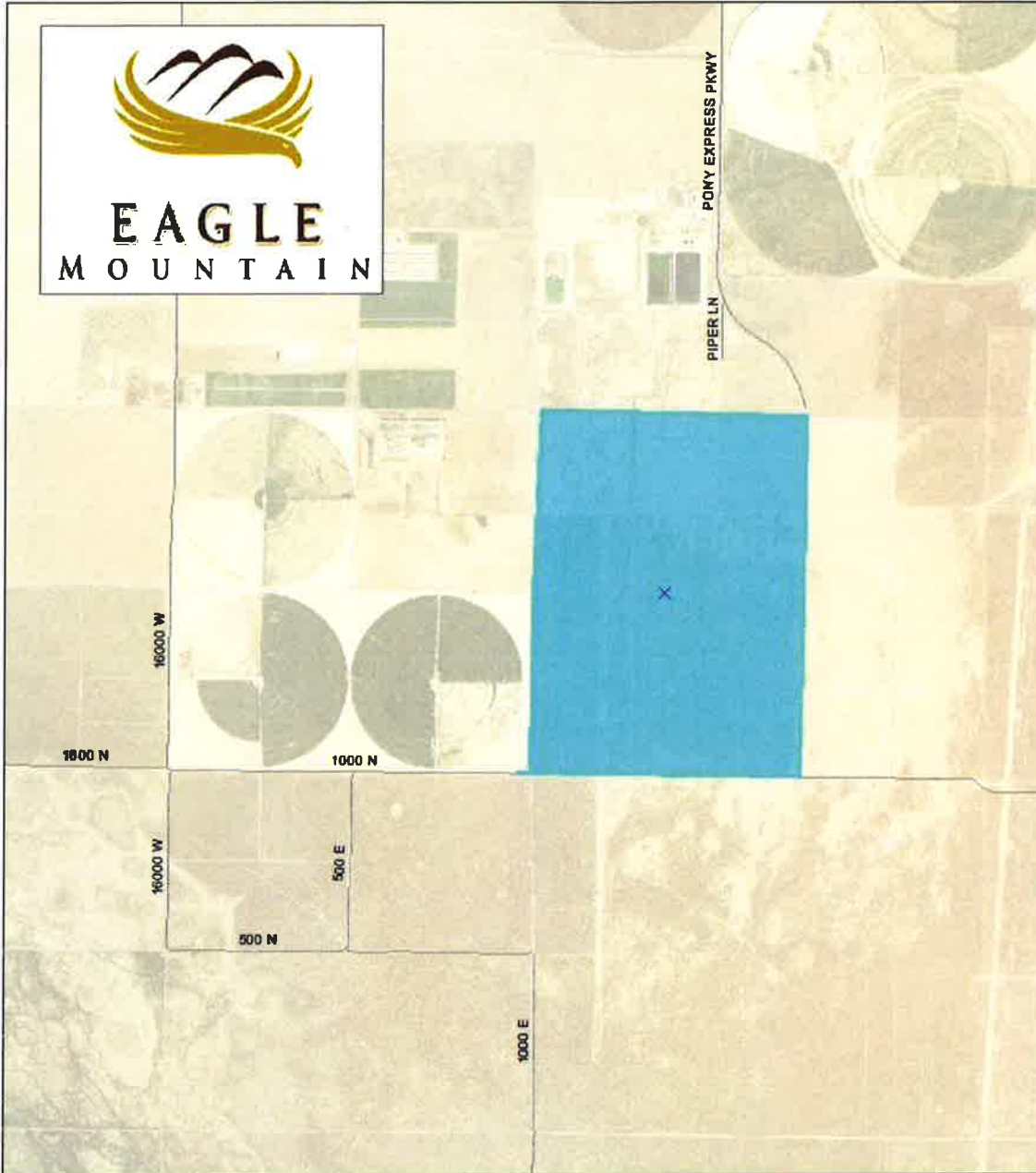
**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS.; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

*Serial number: 59:057:0004*

**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS.; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.

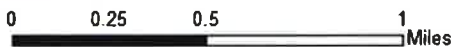


### EXHIBIT B: Project Area Map MAP OF PROPOSED PROJECT AREA BOUNDARIES



### SWEET WATER INDUSTRIAL PARK CRA #1

 Sweet Water Industrial Park Boundary



LEWIS YOUNG  
ROBERTSON & BURNINGHAM, INC.





**EXHIBIT "C"**  
**To**  
**INTERLOCAL AGREEMENT**

Project Area Budget

PROJECT AREA BUDGET

# SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT AREA (CRA) #1

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH



MAY 2018



**LEWIS YOUNG**  
**ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING • 41 N. RIO GRANDE, STE 101 • SALT LAKE CITY, UT 84101  
(P) 801-596-0700 • (TF) 800-581-1100 • (F) 801-596-2800 • [WWW.LEWISYOUNG.COM](http://WWW.LEWISYOUNG.COM)



## Table of Contents

TABLE OF CONTENTS .....	2
SECTION 1: INTRODUCTION .....	3
SECTION 2: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA.....	3
SECTION 3: GENERAL OVERVIEW OF PROJECT AREA BUDGET .....	4
SECTION 4: PROPERTY TAX INCREMENT .....	5
SECTION 5: COST/BENEFIT ANALYSIS.....	7
EXHIBIT A: PROJECT AREA MAP .....	7
EXHIBIT B: MULTI-YEAR BUDGET .....	9



## Section 1: Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of the City of Eagle Mountain (the "City") and its residents, as well as understanding the City's capacity for new development, has carefully crafted the Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"). The Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area which lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North.

The Plan is envisioned to define the method and means of development for the Project Area from its current state to a higher and better use. The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. This **Project Area Budget** document (the "Budget") is predicated upon certain elements, objectives and conditions outlined in the Plan and intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan.

The creation of the Project Area is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

## Section 2: Description of Community Development Project Area

The Project Area lies west of Lake Mountain Road, east of 1600 W, and to the north of 1000 N, and is located within the City's southwestern boundaries. The property is currently under greenbelt classification and is generating very little tax revenue for the City and other taxing entities. The property encompasses approximately 487 acres of land.

A map of the Project Area is attached hereto in EXHIBIT A.



## Section 3: General Overview of Project Area Budget

The purpose of the Project Area Budget is to provide the financial framework necessary to implement the Project Area Plan vision and objectives. The Project Area Plan has identified that tax increment financing is essential in order to meet the objectives of the CRA Project Area. The following information will detail the sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of the Project Area Budget.

### Base Year Value

The Agency has determined that the base year property tax value for the Project Area will be the total taxable value for the 2017 tax year which is estimated to be \$5,867. Using the tax rates established within the Project Area the property taxes levied equate to \$66 annually. Accordingly, this amount will continue to flow through to each taxing entity proportional to the amount of their respective tax rates being levied.

### Payment Trigger

Each Phase will have a twenty-year (20) duration from the date of the first tax increment received by the Agency. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1, e.g., if requested prior to March 1, 2019, Year 1 of increment will be 2020. The first year of tax increment shall be determined by the Agency.

### Projected Tax Increment Revenue – Total Generation

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that new development will begin in the Project Area in 2018. The contemplated development will generate significant additional property tax revenue as well as incremental sales and use tax above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 1<sup>st</sup>) following construction completion and Tax Increment will actually be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2019 or as late as 2020. It is currently estimated that during the 20-year life of the Project Area Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$150.07 million or at a net present value (NPV)<sup>1</sup> of \$102.44 million. This amount is over and above the \$1,310 of base taxes that the property would generate over 20 years at the \$66 annual amount it currently generates as shown in Table 4.1 below.

---

<sup>1</sup> Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.



## Section 4: Property Tax Increment

### Base Year Property Tax Revenue

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area ("Base Taxes"). The current assessed value is estimated to be \$5,867. Based upon the tax rates in the area, the collective taxing entities are receiving \$66 in property tax annually from this Project Area. This equates to approximately \$1,310 over the 20-year life of the Project Area.

**TABLE 4.1: TOTAL BASE YEAR TO TAXING ENTITIES (OVER 20 YEARS)**

Entity	Total	NPV at 4%
Utah County	\$91	\$62
Alpine School District	841	571
Eagle Mountain City	119	81
Central Utah Water Conservancy District	47	32
Unified Fire Service Area – Salt Lake County	212	144
<b>Total Revenue</b>	<b>\$1,310</b>	<b>\$890</b>

### Property Tax Increment Shared with RDA

All taxing entities that receive property tax generated within the Project Area, as detailed above, will share at least a portion of that increment generation with the Agency. All taxing entities will contribute 100% of their respective tax increment off of the personal property within the Project Area and 80% of their respective tax increment off of the real property for 20 years. The City, County and the State will **not** contribute any portion of their incremental sales tax to implement the Project Area Plan. The assumptions in this analysis only include the tax increment projections on the first two phases of the development. The Agency may be allowed to receive 20 years of tax increment on each building that is constructed during the initial 20-year tax increment financing period. Each addition 20-year period will be outlined in an amended Project Area Budget, as necessary. Table 4.2 shows the amount of Tax Increment shared with the Agency assuming the participation levels discussed above.

**TABLE 4.2: SOURCES OF TAX INCREMENT FUNDS**

Entity	Percentage	Length	Total	NPV at 4%
Utah County	100% Personal Property 80% Real Property	20 Years	\$9,301,260	\$7,293,590
Alpine School District	100% Personal Property 80% Real Property	20 Years	85,573,980	67,102,904
Eagle Mountain City	100% Personal Property 80% Real Property	20 Years	12,071,340	9,465,751
Central Utah Water Conservancy District	100% Personal Property 80% Real Property	20 Years	4,776,000	3,745,104
Unified Fire Service Area – Salt Lake County	100% Personal Property 80% Real Property	20 Years	21,599,460	16,937,234
<b>Total Sources of Tax Increment Funds</b>			<b>\$133,322,040</b>	<b>\$104,544,582</b>



**Uses of Tax Increment**

The anticipated development includes numerous costs, including land purchase, infrastructure and over \$375 million of personal property. "But-for" the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.

The Agency will take a flat annual payment of \$5,000 to administer the CRA. The majority of the remaining Tax Increment collected by the Agency will be used to overcome the obstacles outlined above (90%). Including: offsetting certain on-site public infrastructure costs, development incentives, Agency requested improvements and upgrades, desirable Project Area improvements, and other redevelopment activities as approved by the Agency. The remaining 10% will go towards affordable housing, as required by the Act.

**TABLE 4.3: USES OF TAX INCREMENT**

Uses	Total	NPV at 4%
Redevelopment Activities	\$119,899,836	\$81,891,273
CRA Housing Requirement	13,322,204	9,099,030
Project Area Administration	100,000	67,952
<b>Total Uses of Tax Increment Funds</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>

A multi-year projection of tax increment is including in **EXHIBIT B**.

**Total Annual Property Tax Revenue for Taxing Entities at Conclusion of Project**

As described above, the collective taxing entities are currently receiving approximately \$66 in property taxes annually from this Project Area. At the end of 20 years an additional \$8,374,500 in property taxes annually is anticipated, totaling approximately \$8,374,566 in property taxes annually for the area. "But for" the assistance provided by the RDA through tax increment revenues, this momentous increase in property taxes generated for the taxing entities would not be possible.

**TABLE 4.4: TOTAL BASE YEAR AND END OF PROJECT LIFE ANNUAL PROPERTY TAXES**

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Utah County	\$5	\$584,250	\$584,255
Alpine School District	42	5,375,250	5,375,292
Eagle Mountain City	6	758,250	758,256
Central Utah Water Conservancy District	2	300,000	300,002
Unified Fire Service Area – Salt Lake County	11	1,356,750	1,356,761
<b>Total Revenue</b>	<b>\$66</b>	<b>\$8,374,500</b>	<b>\$8,374,566</b>





## Section 5: Cost/Benefit Analysis

### Additional Revenues

#### Other Tax Revenues

The development within the Project Area will also generate sales taxes, energy sales and use taxes for natural gas and telecommunications.

Table 5.1 shows the total revenues generated by the Project Area. This total includes the anticipated property tax increment and energy sales and use tax.

**TABLE 5.1 TOTAL REVENUES**

Entity	Property Tax	Franchise Tax	Total Incremental Revenues
Utah County	\$10,469,760	-	\$10,469,760
Alpine School District	96,324,480	-	96,324,480
Eagle Mountain City	13,587,840	359,982	13,947,822
Central Utah Water Conservancy District	5,376,000	-	5,376,000
Unified Fire Service Area – Salt Lake County	24,312,960	-	24,312,960
<b>Total Revenue</b>	<b>\$150,071,040</b>	<b>\$359,982</b>	<b>\$150,431,022</b>

### Additional Costs

The development anticipated within the Project Area will also likely result in additional general government, public works, and public safety costs. These costs, along with the estimated budget to implement the Project Area Plan, are identified below.

**TABLE 5.2 TOTAL EXPENDITURES**

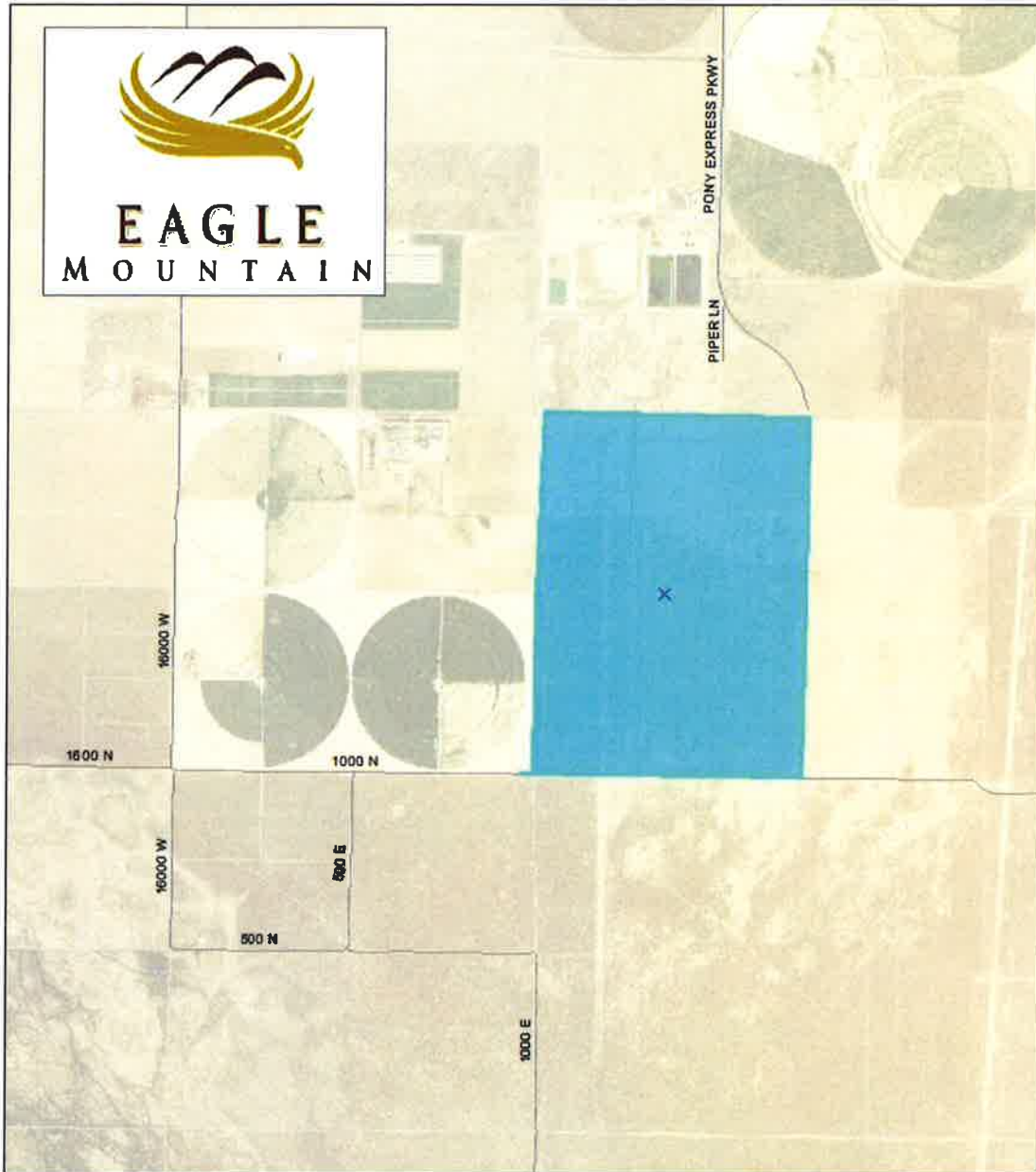
Entity	CRA Budget	General Government	Public Works	Public Safety	Total Incremental Expenditures
Utah County	\$9,301,260	\$208,815	-	-	\$9,510,075
Alpine School District	85,573,980	931,374	-	-	86,505,354
Eagle Mountain City	12,071,340	423,378	671,337	351,458	13,517,513
Central Utah Water Conservancy District	4,776,000	140,497	-	-	4,916,497
Unified Fire Service Area – Salt Lake County	21,599,460	522,278	-	-	22,121,738
<b>Total Expenditures</b>	<b>\$133,322,040</b>	<b>\$2,226,343</b>	<b>\$1,049,890</b>	<b>\$351,548</b>	<b>\$136,571,178</b>

The total net benefit to the taxing entities of participating in the Project Area is \$13,859,844, with the City's net benefit being \$430,308<sup>2</sup>.

<sup>2</sup> The net benefit does not include the \$13.32 million housing portion of tax increment that will be reinvested into the City. Including this increases the City's net benefit to \$13,752,512.

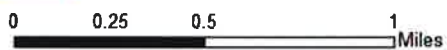


### Exhibit A: Project Area Map



### SWEET WATER INDUSTRIAL PARK CRA #1

 Sweet Water Industrial Park Boundary



LEWIS  YOUNG  
ROBERTSON & BURNINGHAM, INC.





## Exhibit B: Multi-Year Budget

# Eagle Mountain Redevelopment Agency

Sweet Water Industrial Park CRA #1  
Increment and Budget Analysis

ASSUMPTIONS:	
Discount Rate	4.0%
Inflation Rate	0.0%

INCREMENTAL TAX ANALYSIS:	Payment Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV	
	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20			
<b>Cumulative Taxable Value</b>																								
Real Property Value (Building & Land)		\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000		
Personal Property Value		\$375,000,000	\$333,750,000	\$300,000,000	\$268,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000		
<b>Total Assessed Value:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>		
Value of Current Property		\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867		
Less Base Year Value		\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)	\$(5,867)		
<b>TOTAL INCREMENTAL VALUE:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>		
<b>TAX RATE &amp; INCREMENT ANALYSIS:</b>	2017 Rates																							
Utah County	0.000779	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	10,469,760	7,146,727	
Alpine School District	0.007167	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	96,324,480	65,751,720	
Eagle Mountain City	0.001011	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	13,587,840	9,275,148	
Central Utah Water Conservancy District	0.000400	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	5,376,000	3,669,693	
Unified Fire Service Area - Salt Lake County	0.001809	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	24,312,960	16,596,186	
<b>Totals:</b>	<b>0.011166</b>	<b>8,374,500</b>	<b>7,913,903</b>	<b>7,537,050</b>	<b>7,076,453</b>	<b>6,615,855</b>	<b>8,374,500</b>	<b>7,913,903</b>	<b>7,537,050</b>	<b>7,076,453</b>	<b>6,615,855</b>	<b>8,374,500</b>	<b>7,913,903</b>	<b>7,537,050</b>	<b>7,076,453</b>	<b>6,615,855</b>	<b>8,374,500</b>	<b>7,913,903</b>	<b>7,537,050</b>	<b>7,076,453</b>	<b>6,615,855</b>	<b>150,071,040</b>	<b>102,439,474</b>	
<b>TOTAL INCREMENTAL REVENUE IN PROJECT AREA:</b>		<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$150,071,040</b>	<b>\$102,439,474</b>	
<b>PROJECT AREA BUDGET</b>		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV	
Sources of Funds:		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041			
<b>Property Tax Participation Rate for Budget</b>																								
Real Property Value (Building & Land)		80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	
Personal Property Value		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
<b>Property Tax Increment for Budget</b>																								
Utah County		\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$8,301,260	\$6,352,712	
Alpine School District		\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$85,573,980	\$58,446,580	
Eagle Mountain City		\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$12,071,340	\$8,244,662	
Central Utah Water Conservancy District		\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$4,776,000	\$3,261,983	
Unified Fire Service Area - Salt Lake County		\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$21,599,460	\$14,752,318	
<b>Total Property Tax Increment for Budget:</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>	
<b>Uses of Tax Increment Funds:</b>		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV	
Redevelopment Activities (Infrastructure, Incentives, etc.)	90.0%	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065			\$118,898,836
CRA Housing Requirement	10.0%	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$13,322,204	\$9,099,030	
RDA Administration		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$100,000	\$67,952	
<b>Total Uses</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>	
<b>REMAINING TAX REVENUES FOR TAXING ENTITIES</b>		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV	
Utah County		\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425			\$1,168,500
Alpine School District		\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$10,750,500	\$7,305,140	
Eagle Mountain City		\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$1,516,500	\$1,030,466	
Central Utah Water Conservancy District		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$800,000	\$407,710	
Unified Fire Service Area - Salt Lake County		\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$2,713,500	\$1,843,888	
<b>Total</b>		<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$16,749,000</b>	<b>\$11,381,219</b>	

**Exhibit I**

**Interlocal Agreement with UFSA**



## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 23<sup>rd</sup> day of May, 2018, by and between the **EAGLE MOUNTAIN REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and the **UNIFIED FIRE SERVICE AREA**, a political subdivision of the State of Utah (the "Fire District") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("UCA") §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Eagle Mountain City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"), through the adoption of the Sweet Water Industrial Park #1 Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a data center consisting of real and personal property including a building or group of buildings for the construction, maintenance, use and/or operation of a data center, including ancillary buildings consisting of office buildings, utility buildings and temporary and/or prefabricated construction management buildings (each a "Building" and collectively the "Buildings"). The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of \$66 per year in property taxes for the various taxing entities, including the City, Utah County (the "County"), Alpine School District (the "School District"), and other taxing entities; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately [\$8,374,500] per year; and

G. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS**, it is in the best interest of the citizens of the Fire District for the Fire District to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Draft Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #1 Budget (the "Project Area Budget"), a draft copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The Fire District has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The Fire District has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Utah County assessment rolls for all property located within the Project Area (which is currently estimated to be \$5,867, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.



5. **Payment Trigger.** The Property may be developed in Phases. A "Phase" means each phase of the development of the Property as designated by a participant, which Phase shall include at least one (1) Building and any associated real property identified and designated by a participant. A Phase may or may not be a legally subdivided parcel of real property. The first year of payment of Tax Increment from the Fire District to the Agency shall be determined by the Agency. The Agency may trigger the collection of Tax Increment for a Phase by delivering a letter or other written request to the Utah County Auditor's office identifying such Phase (the "Trigger Notice"). The Agency shall be entitled to receive Tax Increment for each Phase for an initial period of twenty (20) full calendar years commencing with the year after they Agency delivers a Trigger Notice for such Phase (each, an "Increment Period"). However, the Agency will no longer be entitled to receive tax increment on any Phase after the fortieth year following the trigger year of the first Increment Period.

6. **Total Payment to Agency.** The Fire District shall authorize the County to remit to the Agency, beginning with property tax receipts during each Incremental Period for each Phase, 100% of the annual Tax Increment generated from the personal property tax within the Project Area and 80% of the annual Tax Increment generated from the real (*i.e.*, building, land, and fixtures) and centrally assessed property within the Project Area.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real, personal property, and centrally assessed property taxes collected from the Project Area by the County acting as the tax collection agency for the Fire District. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the Fire District, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.

8. **Future Increment Period Conditions.** The Agency may receive the same participation and level of tax increment received during the initial Increment Period for each additional Phase conditional upon the Agency amending the Project Area Plan and Project Area Budget for each additional Phase and providing notice to the Fire District of such amendments. Furthermore, each additional Phase must include an assessed valuation between \$700 million to \$1 billion, similar to the initial Increment Period as outlined in the Cost/Benefit Analysis section of the attached Project Area Plan.

9. **No Independent Duty.** The Fire District shall be responsible to remit to the Agency only Tax Increment actually received by the County acting as the tax collecting agency for the Fire District. The Fire District shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County, on behalf of the Fire District on an annual basis during each Increment Period for each Phase.

10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Fire District:  
Unified Fire Service Area  
Attn: District Board  
3380 S. 900 W.  
Salt Lake City, UT 84119  
Phone: (801) 743-7200

If to Agency:  
Eagle Mountain Redevelopment Agency  
Attn: Agency Board  
1650 E. Stagecoach Run  
Eagle Mountain, UT 84005  
Phone: (801) 789-6603

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held

invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County or the Fire District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the Fire District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

23. **Duration.** This Agreement shall terminate with respect to a particular Phase upon the expiration of each Tax Increment Period for such Phase but shall continue for all undeveloped Phases. Notwithstanding, this Agreement shall terminate after the fortieth year following the trigger year of the first Phase.

24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;


- b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Fire District: UNIFIED FIRE SERVICE AREA –  
SALT LAKE COUNTY


Attest:

  
Secretary

By: 

Its: Board Chair

Approved as to form:

  
Attorney for Fire District




Agency: EAGLE MOUNTAIN REDEVELOPMENT AGENCY

Attest:

By:



Its: Chair

  
Executive Director

Approved as to form:

  
Attorney for Agency

**EXHIBIT "A"**  
to  
**INTERLOCAL AGREEMENT**

Legal Description of Project

**Serial number:** 59:057:0003

**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COMFR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

**Serial number:** 59:057:0004

**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COMFR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.

EXHIBIT "B"  
To  
INTERLOCAL AGREEMENT

Project Area Plan



PROJECT AREA PLAN

# SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT AREA (CRA) #1

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH



MAY 2018

  
**LEWIS YOUNG**  
**ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING • 41 N. RIO GRANDE, STE 101 • SALT LAKE CITY, UT 84101  
(P) 801-596-0700 • (TF) 800-581-1100 • (F) 801-596-2900 • [WWW.LEWISYOUNG.COM](http://WWW.LEWISYOUNG.COM)

# Table of Contents

TABLE OF CONTENTS .....2

DEFINITIONS .....3

INTRODUCTION .....5

DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA.....6

GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING DENSITIES AND HOW THEY WILL BE AFFECTED BY THE PROJECT AREA .....6

STANDARDS GUIDING THE COMMUNITY REINVESTMENT .....7

HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY COMMUNITY DEVELOPMENT.....7

CONFORMANCE OF THE PROPOSED DEVELOPMENT TO THE COMMUNITY'S GENERAL PLAN.....8

DESCRIBE ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY REINVESTMENT .8

METHOD OF SELECTION OF PRIVATE DEVELOPERS TO UNDERTAKE THE COMMUNITY REINVESTMENT AND IDENTIFICATION OF DEVELOPERS CURRENTLY INVOLVED IN THE PROCESS.....8

REASON FOR SELECTION OF THE PROJECT AREA.....8

DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA .....9

DESCRIPTION OF ANY TAX INCENTIVES OFFERED PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA .....9

ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT .....10

EXHIBIT A: LEGAL DESCRIPTION OF SWEET WATER INDUSTRIAL PARK CRA #1.....12

EXHIBIT B: PROJECT AREA MAP .....13



## Definitions

As used in this Community Reinvestment Project Area Plan, the term:

**"Act"** shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment Agency Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

**"Agency"** shall mean the Eagle Mountain Redevelopment Agency, which is a separate body corporate and politic created by the City pursuant to the Act.

**"Base taxable value"** shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-1-102(8) from which tax increment will be collected.

**"Base year"** shall mean the agreed upon year for which the base taxable value is established and shall be incorporated into the interlocal agreements with participating taxing entities.

**"Base taxable year"** shall mean the Base Year during which the Project Area Budget is approved pursuant to Subsection 17C-1-102(9)(d).

**"City" or "Community"** shall mean the City of Eagle Mountain.

**"Legislative body"** shall mean the City Council of Eagle Mountain which is the legislative body of the City.

**"Plan Hearing"** shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (41) and 17C-5-104(3)(e).

**"Project Area"** shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (**Exhibit A & Exhibit B**).

**"Net Present Value (NPV)"** shall mean the discounted value of a cash flow. The NPV illustrates the total value of a stream of revenue over a number of years in today's dollars.

**"Project Area Budget"** shall mean (as further described under 17-C-5-303 of the Act) the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

- ☞ the base taxable value of property in the Project Area;
- ☞ the projected tax increment expected to be generated within the Project Area;
- ☞ the amount of tax increment expected to be shared with other taxing entities;
- ☞ the amount of tax increment expected to be used to implement the Project Area plan;
- ☞ if the area from which tax increment is to be collected is less than the entire Project Area;



- the tax identification number of the parcels from which tax increment will be collected; or
  - a legal description of the portion of the Project Area from which tax increment will be collected; and
- ☞ for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

**“Project Area Plan”** or **“Plan”** shall mean the written plan (outlined by 17C-5-105 of the Act) that, after its effective date, guides and controls the community reinvestment activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference. It is anticipated that the SWEET WATER INDUSTRIAL PARK #1 PLAN will be subject to an interlocal agreement process with the taxing entities within the Project Area.

**“Taxes”** includes all levies on an ad valorem basis upon land, local and centrally assessed real property, personal property, or any other property, tangible or intangible.

**“Taxing Entity”** shall mean any public entity that levies a tax on any property within the Project Area.

**“Tax Increment”** shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

**“Tax Increment Period”** shall mean the period of time in which the taxing entities from the Project Area consent that a portion of their tax increment from the Project Area be used to fund the objectives outlined in the Project Area Plan.

**“Tax Year”** shall mean the 12-month period between sequential tax roll equalizations (November 1<sup>st</sup> - October 31<sup>st</sup>) of the following year, e.g., the November 1, 2017 - October 31, 2018 tax year.



## Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of Eagle Mountain City (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this draft Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of development, scope, financing mechanism, and value to the residents of the City and other taxing entities within the Project Area.

The Project Area is being undertaken as a community reinvestment project area pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Governmental Entities -- Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area. The realization of the Plan is subject to interlocal agreements between the taxing entities individually and the Agency.

## Resolution Authorizing the Preparation of a Draft Community Reinvestment Project Area Plan

Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on **April 3, 2018**.

Utah Code  
§17C-5-104

## Recitals of Prerequisites for Adopting a Community Reinvestment Project Area Plan

In order to adopt a community reinvestment project area plan, the Agency shall;

- ☞ Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law;
- ☞ Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency's deliberations and considerations regarding the Project Area; and
  - Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.





## Description of the Boundaries of the Proposed Project Area

UTAH CODE  
§17C-5-105(1)

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as **Exhibit A** and **Exhibit B** and incorporated herein. The Project Area lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North. All of the land use in the project area is currently vacant. The Project Area is comprised of approximately 487 acres of property.

As delineated in the office of the Utah County Recorder, the Project Area encompasses all of the parcels detailed in **Table 1**.

**TABLE 1: PARCEL LIST**

Parcel Id	Parcel Owner	Acres
59:057:0003	Monte Vista Ranch LC	244.78
59:057:0004	Monte Vista Ranch LC	242.66
<b>Total</b>		<b>487.44</b>

UTAH CODE  
§17C-5-105(1)

## General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Densities and How They Will be Affected by the Project Area

### General Land Uses

The property within the Project Area is currently classified as greenbelt property. The majority of the property surrounding the Project Area is also greenbelt.

Table 1 summarizes the approximate acreage of existing land uses by land use type.

**TABLE 2: LAND USES**

Type	Acres	% of Area
Greenbelt	487.44	100%
<b>Total</b>	<b>487.44</b>	<b>100%</b>

This Project Area Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Project Area Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including all goals and objectives in the City's General Plan.

### Layout of Principal Streets

There are currently no paved streets within the Project Area, 1000 N., an unpaved road runs along the southern periphery of the Project Area.



### **Population Densities**

There are no residences within the Project Area, therefore the estimated population density is 0.0 residents per acre.

### **Building Densities**

Building densities will increase as development occurs. The intent of this plan is to promote greater economic utilization of the land area.

### **Impact of Community Development on Land Use, Layout of Principal Streets, and Population Densities**

Community reinvestment activities within the Project Area will mostly consist of development and economic enhancement of an underutilized area of the City. The types of land uses will include: a data center and office building.

**Land Use** – It is anticipated that future development within the Project Area will create space for a data center, associated office building and other supplementary development that may take place during future phases of the development.

**Layout of Principal Streets** – It is anticipated that the community reinvestment of the Project Area will not alter the layout of principal streets in the area. It is anticipated that access roads will be constructed within the Project Area.

**Population Densities** – The Project Area does not include any residential components. The population density will not be affected by the Project Area. The daytime population of the City will slightly increase as the Project Area is anticipated to create approximately 50 new jobs.

UTAH CODE  
§17C-5-105(c)

### **Standards Guiding the Community Reinvestment**

In order to provide maximum flexibility in the development and economic promotion of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City's proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the Agency, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

UTAH CODE  
§17C-5-105(d)

### **How the Purposes of this Title Will Be Attained By Community Development**





It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate the development within the Project Area.

UTAH CODE  
§17C-5-105(E)

## **Conformance of the Proposed Development to the Community's General Plan**

The proposed Community Reinvestment Project Area Plan and the development contemplated are consistent with the City's proposed General Plan and land use regulations.

UTAH CODE  
§17C-5-105(G)

## **Describe any Specific Project or Projects that are the object of the Proposed Community Reinvestment**

The Project Area is being created in order to assist with the construction of a future data center facility and associated office.

UTAH CODE  
§17C-5-105(H)

## **Method of Selection of Private Developers to undertake the Community Reinvestment and Identification of Developers Currently Involved in the Process**

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDC Utah, and/or from other such references.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers may need to provide a detailed development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

UTAH CODE  
§17C-5-105(I)

## **Reason for Selection of the Project Area**

The Project Area is currently classified as greenbelt and is collecting relatively no tax revenue for the taxing entities. The creation of the Project Area will create a significant economic benefit to all taxing entities as this underutilized area will be developed to a higher and greater use.

## Description of Physical, Social and Economic Conditions Existing in the Project Area

UTAH CODE  
§17C-5-105(J)

### Physical Conditions

The Project Area consists of approximately 487 acres of relatively flat, privately owned land as shown on the Project Area map.

### Social Conditions

The Project Area experiences a lack of connectivity and vitality. There are no residential units and no parks, libraries, or other social gathering places in the Project Area. This is in line with the contemplated uses of the area surrounding the Project Area, as the area surrounding the Project Area is currently under the greenbelt classification.

### Economic Conditions

The Project Area is currently under greenbelt classification. The Agency wants to encourage development within the Project Area that will directly benefit the existing economic base of the City, Utah County and other taxing entities.

UTAH CODE  
§17C-5-105(K)

## Description of any Tax Incentives Offered Private Entities for Facilities Located in the Project Area

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land and job-oriented incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems to be appropriate under the circumstances. A cost benefit analysis will assist the Agency in making decisions about offering assistance.

In general, tax incentives may be offered to achieve the community reinvestment goals and objectives of this plan, specifically to:

- ☞ Foster and accelerate economic development;
- ☞ Stimulate job development;
- ☞ Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space;
- ☞ Assist with property acquisition and/or land assembly; and
- ☞ Provide attractive development for high-quality tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity.

UTAH CODE  
§17C-5-105(2)

## Anticipated Public Benefit to be Derived from the Community Development

UTAH CODE  
§17C-5-105(2)(ii)(A)

### The Beneficial Influences upon the Tax Base of the Community

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and affordable housing opportunities in the community. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values as the property within the Project Area will no longer be classified as greenbelt. Property values include land, buildings and personal property (machines, equipment, etc.).

Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Additionally, business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity within the Project Area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

UTAH CODE  
§17C-5-105(2)(ii)(B)

### The Associated Business and Economic Activity Likely to be Stimulated

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available). The City also envisions this area as a future industrial park, this development will act as an anchor and likely attract new businesses to the area.

UTAH CODE  
§17C-5-105(2)(C)

### Efforts to Maximize Private Investment

The agency has formed a partnership with the developers to realize the vision of this project area. It is anticipated that the development will require over \$750,000,000 of private capital. Creating a CRA will act as a catalyst for the development.

UTAH CODE  
§17C-5-105(2)(C)

### “But For” Analysis

The anticipated development includes numerous costs, including land purchase, infrastructure and over \$375 million of personal property. “But-for” the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.



UTAH CODE  
§17C-5-105(2)

### Cost/Benefit Analysis

Based on the land use assumptions and tax increment participation levels, the following tables outline the benefits anticipated in the Project Area. As shown below, the proposed community reinvestment will create a net benefit to the City and the other taxing entities that participate in the Project Area. The cost/benefit analysis only includes the tax increment projections on the first two phases of the development. The Agency may be allowed to receive 20 years of tax increment on each building that is constructed during the initial 20-year tax increment financing period. Each addition 20-year period will be outlined in an amended Project Area Plan, as necessary.

**TABLE 3: SOURCES OF TAX INCREMENT FUNDS**

Entity	Percentage	Length	Total	NPV at 4%
Utah County	100% Personal Property 80% Real Property	20 Years	\$9,301,260	\$7,293,590
Alpine School District	100% Personal Property 80% Real Property	20 Years	85,573,980	67,102,904
Eagle Mountain City	100% Personal Property 80% Real Property	20 Years	12,071,340	9,465,751
Central Utah Water Conservancy District	100% Personal Property 80% Real Property	20 Years	4,776,000	3,745,104
Unified Fire District – Salt Lake County	100% Personal Property 80% Real Property	20 Years	21,599,460	16,937,234
<b>Total Sources of Tax Increment Funds</b>			<b>\$133,322,040</b>	<b>\$104,544,582</b>

**TABLE 4: PROJECT AREA REVENUES**

Entity	Property Tax	Franchise Tax	Total Tax Increment Revenues
Utah County	\$10,469,760	-	\$10,469,760
Alpine School District	96,324,480	-	96,324,480
Eagle Mountain City	13,587,840	359,982	13,947,822
Central Utah Water Conservancy District	5,376,000	-	5,376,000
Unified Fire District – Salt Lake County	24,312,960	-	24,312,960
<b>Total Revenue</b>	<b>\$150,071,040</b>	<b>\$359,982</b>	<b>\$150,431,022</b>

**TABLE 5: PROJECT AREA EXPENDITURES**

Entity	Property Tax	General Government	Public Safety	Public Works	Total Expenditures
Utah County	\$9,301,260	\$208,815	-	-	\$9,510,075
Alpine School District	85,573,980	931,374	-	-	86,505,354
Eagle Mountain City	12,071,340	423,378	351,458	671,337	13,517,513
Central Utah Water Conservancy District	4,776,000	140,497	-	-	4,916,497
Unified Fire District – Salt Lake County	21,599,460	522,278	-	-	22,121,738
<b>Total Revenue</b>	<b>\$133,322,040</b>	<b>\$2,226,343</b>	<b>\$351,458</b>	<b>\$671,337</b>	<b>\$136,571,178</b>

The total net benefit to the taxing entities of participating in the Project Area is \$13,859,844, with the City's net benefit being \$430,308<sup>1</sup>.

<sup>1</sup> The net benefit does not include the \$13.32 million housing portion of tax increment that will be reinvested into the City. Including this increases the City's net benefit to \$13,752,512.



## EXHIBIT A: Legal Description of Sweet Water Industrial Park CRA #1

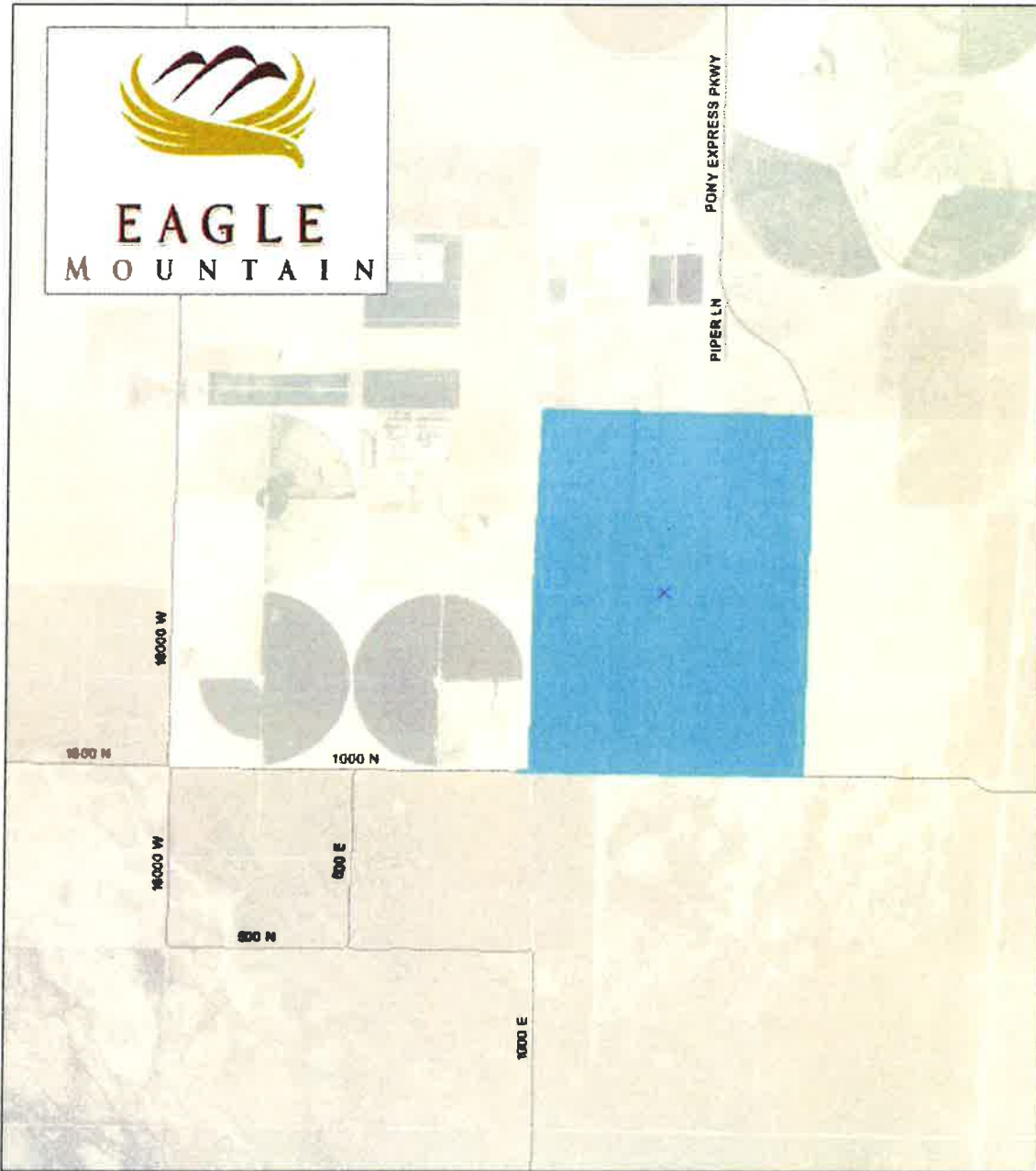
*Serial number: 59:057:0003*

**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS;; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

*Serial number: 59:057:0004*

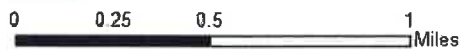
**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS;; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.

**EXHIBIT B: Project Area Map**  
 MAP OF PROPOSED PROJECT AREA BOUNDARIES



**SWEET WATER INDUSTRIAL PARK CRA #1**

 Sweet Water Industrial Park Boundary



**EXHIBIT "C"**  
**To**  
**INTERLOCAL AGREEMENT**

Project Area Budget



PROJECT AREA BUDGET

# SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT AREA (CRA) #1

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH



MAY 2018

  
**LEWIS YOUNG**  
**ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING • 41 N. RIO GRANDE, STE 101 • SALT LAKE CITY, UT 84101  
(P) 801-596-0700 • (TF) 800-581-1100 • (F) 801-596-2900 • [WWW.LEWISYOUNG.COM](http://WWW.LEWISYOUNG.COM)



## Table of Contents

TABLE OF CONTENTS .....	2
SECTION 1: INTRODUCTION .....	3
SECTION 2: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA.....	3
SECTION 3: GENERAL OVERVIEW OF PROJECT AREA BUDGET .....	4
SECTION 4: PROPERTY TAX INCREMENT .....	5
SECTION 5: COST/BENEFIT ANALYSIS .....	7
EXHIBIT A: PROJECT AREA MAP .....	7
EXHIBIT B: MULTI-YEAR BUDGET .....	9



## Section 1: Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of the City of Eagle Mountain (the "City") and its residents, as well as understanding the City's capacity for new development, has carefully crafted the Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"). The Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area which lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North.

The Plan is envisioned to define the method and means of development for the Project Area from its current state to a higher and better use. The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. This **Project Area Budget** document (the "Budget") is predicated upon certain elements, objectives and conditions outlined in the Plan and intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan.

The creation of the Project Area is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

## Section 2: Description of Community Development Project Area

The Project Area lies west of Lake Mountain Road, east of 1600 W, and to the north of 1000 N, and is located within the City's southwestern boundaries. The property is currently under greenbelt classification and is generating very little tax revenue for the City and other taxing entities. The property encompasses approximately 487 acres of land.

A map of the Project Area is attached hereto in **EXHIBIT A**.



## Section 3: General Overview of Project Area Budget

The purpose of the Project Area Budget is to provide the financial framework necessary to implement the Project Area Plan vision and objectives. The Project Area Plan has identified that tax increment financing is essential in order to meet the objectives of the CRA Project Area. The following information will detail the sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of the Project Area Budget.

### Base Year Value

The Agency has determined that the base year property tax value for the Project Area will be the total taxable value for the 2017 tax year which is estimated to be \$5,867. Using the tax rates established within the Project Area the property taxes levied equate to \$66 annually. Accordingly, this amount will continue to flow through to each taxing entity proportional to the amount of their respective tax rates being levied.

### Payment Trigger

Each Phase will have a twenty-year (20) duration from the date of the first tax increment received by the Agency. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1, e.g., if requested prior to March 1, 2019, Year 1 of increment will be 2020. The first year of tax increment shall be determined by the Agency.

### Projected Tax Increment Revenue – Total Generation

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that new development will begin in the Project Area in 2018. The contemplated development will generate significant additional property tax revenue as well as incremental sales and use tax above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 1<sup>st</sup>) following construction completion and Tax Increment will actually be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2019 or as late as 2020. It is currently estimated that during the 20-year life of the Project Area Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$150.07 million or at a net present value (NPV)<sup>1</sup> of \$102.44 million. This amount is over and above the \$1,310 of base taxes that the property would generate over 20 years at the \$66 annual amount it currently generates as shown in Table 4.1 below.

---

<sup>1</sup> Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.

## Section 4: Property Tax Increment

### Base Year Property Tax Revenue

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area ("Base Taxes"). The current assessed value is estimated to be \$5,867. Based upon the tax rates in the area, the collective taxing entities are receiving \$66 in property tax annually from this Project Area. This equates to approximately \$1,310 over the 20-year life of the Project Area.

**TABLE 4.1: TOTAL BASE YEAR TO TAXING ENTITIES (OVER 20 YEARS)**

Entity	Total	NPV at 4%
Utah County	\$91	\$62
Alpine School District	841	571
Eagle Mountain City	119	81
Central Utah Water Conservancy District	47	32
Unified Fire Service Area – Salt Lake County	212	144
<b>Total Revenue</b>	<b>\$1,310</b>	<b>\$890</b>

### Property Tax Increment Shared with RDA

All taxing entities that receive property tax generated within the Project Area, as detailed above, will share at least a portion of that increment generation with the Agency. All taxing entities will contribute 100% of their respective tax increment off of the personal property within the Project Area and 80% of their respective tax increment off of the real property for 20 years. The City, County and the State will **not** contribute any portion of their incremental sales tax to implement the Project Area Plan. The assumptions in this analysis only include the tax increment projections on the first two phases of the development. The Agency may be allowed to receive 20 years of tax increment on each building that is constructed during the initial 20-year tax increment financing period. Each addition 20-year period will be outlined in an amended Project Area Budget, as necessary. Table 4.2 shows the amount of Tax Increment shared with the Agency assuming the participation levels discussed above.

**TABLE 4.2: SOURCES OF TAX INCREMENT FUNDS**

Entity	Percentage	Length	Total	NPV at 4%
Utah County	100% Personal Property 80% Real Property	20 Years	\$9,301,260	\$7,293,590
Alpine School District	100% Personal Property 80% Real Property	20 Years	85,573,980	67,102,904
Eagle Mountain City	100% Personal Property 80% Real Property	20 Years	12,071,340	9,465,751
Central Utah Water Conservancy District	100% Personal Property 80% Real Property	20 Years	4,776,000	3,745,104
Unified Fire Service Area – Salt Lake County	100% Personal Property 80% Real Property	20 Years	21,599,460	16,937,234
<b>Total Sources of Tax Increment Funds</b>			<b>\$133,322,040</b>	<b>\$104,544,582</b>





**Uses of Tax Increment**

The anticipated development includes numerous costs, including land purchase, infrastructure and over \$375 million of personal property. "But-for" the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.

The Agency will take a flat annual payment of \$5,000 to administer the CRA. The majority of the remaining Tax Increment collected by the Agency will be used to overcome the obstacles outlined above (90%). Including: offsetting certain on-site public infrastructure costs, development incentives, Agency requested improvements and upgrades, desirable Project Area improvements, and other redevelopment activities as approved by the Agency. The remaining 10% will go towards affordable housing, as required by the Act.

**TABLE 4.3: USES OF TAX INCREMENT**

Uses	Total	NPV at 4%
Redevelopment Activities	\$119,899,836	\$81,891,273
CRA Housing Requirement	13,322,204	9,099,030
Project Area Administration	100,000	67,952
<b>Total Uses of Tax Increment Funds</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>

A multi-year projection of tax increment is including in **EXHIBIT B**.

**Total Annual Property Tax Revenue for Taxing Entities at Conclusion of Project**

As described above, the collective taxing entities are currently receiving approximately \$66 in property taxes annually from this Project Area. At the end of 20 years an additional \$8,374,500 in property taxes annually is anticipated, totaling approximately \$8,374,566 in property taxes annually for the area. "But for" the assistance provided by the RDA through tax increment revenues, this momentous increase in property taxes generated for the taxing entities would not be possible.

**TABLE 4.4: TOTAL BASE YEAR AND END OF PROJECT LIFE ANNUAL PROPERTY TAXES**

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Utah County	\$5	\$584,250	\$584,255
Alpine School District	42	5,375,250	5,375,292
Eagle Mountain City	6	758,250	758,256
Central Utah Water Conservancy District	2	300,000	300,002
Unified Fire Service Area – Salt Lake County	11	1,356,750	1,356,761
<b>Total Revenue</b>	<b>\$66</b>	<b>\$8,374,500</b>	<b>\$8,374,566</b>



## Section 5: Cost/Benefit Analysis

### Additional Revenues

#### Other Tax Revenues

The development within the Project Area will also generate sales taxes, energy sales and use taxes for natural gas and telecommunications.

Table 5.1 shows the total revenues generated by the Project Area. This total includes the anticipated property tax increment and energy sales and use tax.

**TABLE 5.1 TOTAL REVENUES**

Entity	Property Tax	Franchise Tax	Total Incremental Revenues
Utah County	\$10,469,760	-	\$10,469,760
Alpine School District	96,324,480	-	96,324,480
Eagle Mountain City	13,587,840	359,982	13,947,822
Central Utah Water Conservancy District	5,376,000	-	5,376,000
Unified Fire Service Area – Salt Lake County	24,312,960	-	24,312,960
<b>Total Revenue</b>	<b>\$150,071,040</b>	<b>\$359,982</b>	<b>\$150,431,022</b>

### Additional Costs

The development anticipated within the Project Area will also likely result in additional general government, public works, and public safety costs. These costs, along with the estimated budget to implement the Project Area Plan, are identified below.

**TABLE 5.2 TOTAL EXPENDITURES**

Entity	CRA Budget	General Government	Public Works	Public Safety	Total Incremental Expenditures
Utah County	\$9,301,260	\$208,815	-	-	\$9,510,075
Alpine School District	85,573,980	931,374	-	-	86,505,354
Eagle Mountain City	12,071,340	423,378	671,337	351,458	13,517,513
Central Utah Water Conservancy District	4,776,000	140,497	-	-	4,916,497
Unified Fire Service Area – Salt Lake County	21,599,460	522,278	-	-	22,121,738
<b>Total Expenditures</b>	<b>\$133,322,040</b>	<b>\$2,226,343</b>	<b>\$1,049,890</b>	<b>\$351,548</b>	<b>\$136,571,178</b>

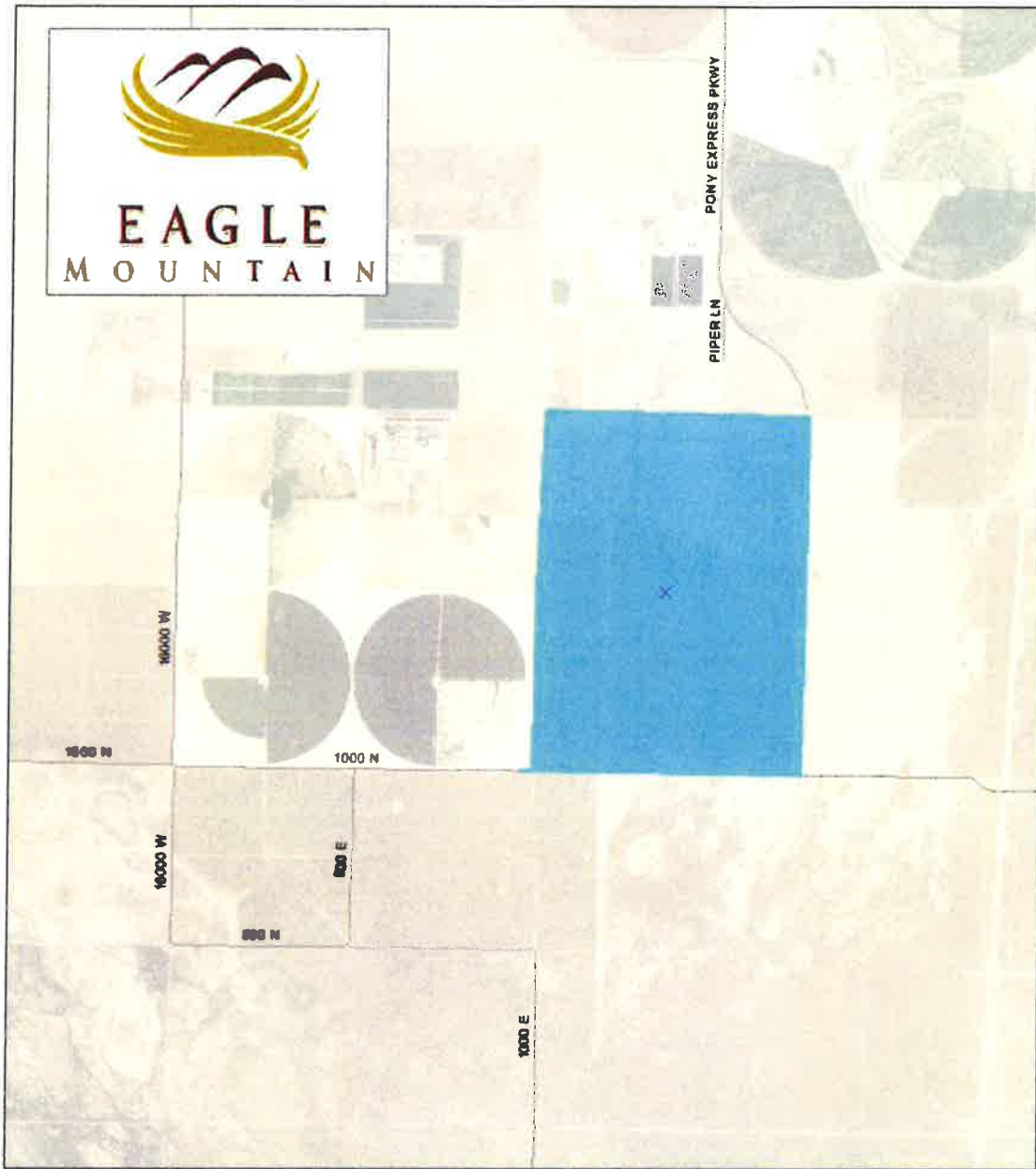
The total net benefit to the taxing entities of participating in the Project Area is \$13,859,844, with the City's net benefit being \$430,308<sup>2</sup>.

<sup>2</sup> The net benefit does not include the \$13.32 million housing portion of tax increment that will be reinvested into the City. Including this increases the City's net benefit to \$13,752,512.





### Exhibit A: Project Area Map



### SWEET WATER INDUSTRIAL PARK CRA #1

 Sweet Water Industrial Park Boundary



LEWIS  YOUNG  
ROBERTSON & BURNINGHAM, INC.





## Exhibit B: Multi-Year Budget

# Eagle Mountain Redevelopment Agency

Sweet Water Industrial Park CRA #1  
Increment and Budget Analysis

ASSUMPTIONS:	
Discount Rate	4.0%
Inflation Rate	0.0%

INCREMENTAL TAX ANALYSIS:	Payment Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV
	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20		
<b>Cumulative Taxable Value</b>																							
Real Property Value (Building & Land)		\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000		
Personal Property Value		\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000		
<b>Total Assessed Value:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>		
Value of Current Property		\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867			
Less Base Year Value		\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)			
<b>TOTAL INCREMENTAL VALUE:</b>		<b>\$750,000,000</b>	<b>\$708,760,000</b>	<b>\$676,000,000</b>	<b>\$633,760,000</b>	<b>\$592,600,000</b>	<b>\$750,000,000</b>	<b>\$708,760,000</b>	<b>\$676,000,000</b>	<b>\$633,760,000</b>	<b>\$592,600,000</b>	<b>\$750,000,000</b>	<b>\$708,760,000</b>	<b>\$676,000,000</b>	<b>\$633,760,000</b>	<b>\$592,600,000</b>	<b>\$750,000,000</b>	<b>\$708,760,000</b>	<b>\$676,000,000</b>	<b>\$633,760,000</b>	<b>\$592,600,000</b>		
<b>TAX RATE &amp; INCREMENT ANALYSIS:</b>	2017 Rates																						
Utah County	0.000779	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	10,469,780	7,146,727
Alpine School District	0.007167	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	96,324,480	65,751,720
Eagle Mountain City	0.001011	759,250	716,546	682,425	640,721	599,018	759,250	716,546	682,425	640,721	599,018	759,250	716,546	682,425	640,721	599,018	759,250	716,546	682,425	640,721	599,018	13,587,840	9,275,148
Central Utah Water Conservancy District	0.000400	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	5,376,000	3,669,693
Unified Fire Service Area - Salt Lake County	0.001609	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	24,312,960	16,586,186
Totals:	0.011666	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	8,374,500	7,913,903	7,537,050	7,076,453	6,615,855	150,071,040	102,439,474
<b>TOTAL INCREMENTAL REVENUE IN PROJECT AREA:</b>		<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$150,071,040</b>	<b>\$102,439,474</b>
<b>PROJECT AREA BUDGET</b>		<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>	<b>2036</b>	<b>2037</b>	<b>2038</b>	<b>2039</b>	<b>2040</b>	<b>2041</b>		
<b>Sources of Funds:</b>																							
<b>Property Tax Participation Rate for Budget</b>																							
Real Property Value (Building & Land)		80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%		
Personal Property Value		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
<b>Property Tax Increment for Budget</b>																							
Utah County		\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$9,301,260	\$6,352,712
Alpine School District		\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$85,573,980	\$58,446,580
Eagle Mountain City		\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$12,071,340	\$8,244,882
Central Utah Water Conservancy District		\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$4,776,000	\$3,281,983
Unified Fire Service Area - Salt Lake County		\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$21,599,480	\$14,752,318
<b>Total Property Tax Increment for Budget:</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>
<b>Uses of Tax Increment Funds:</b>																							
Redevelopment Activities (Infrastructure, Incentives, etc.)	90.0%	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$119,899,636	\$81,891,273
CRA Housing Requirement	10.0%	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$13,322,204	\$9,099,030
RDA Administration		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$100,000	\$67,952
<b>Total Uses</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>
<b>REMAINING TAX REVENUES FOR TAXING ENTITIES</b>																							
Utah County		\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$1,168,500	\$794,015
Alpine School District		\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$10,750,500	\$7,305,140
Eagle Mountain City		\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$1,516,500	\$1,030,486
Central Utah Water Conservancy District		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$600,000	\$407,710
Unified Fire Service Area - Salt Lake County		\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$2,713,500	\$1,843,888
<b>Total</b>		<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$16,748,000</b>	<b>\$11,361,219</b>

**Exhibit J**

**Interlocal Agreement with Water District**

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 23 day of May, 2018, by and between the **EAGLE MOUNTAIN REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and the **CENTRAL UTAH WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (the "Water District") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("UCA") §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Eagle Mountain City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"), through the adoption of the Sweet Water Industrial Park #1 Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a data center consisting of real and personal property including a building or group of buildings for the construction, maintenance, use and/or operation of a data center, including ancillary buildings consisting of office buildings, utility buildings and temporary and/or prefabricated construction management buildings (each a "Building" and collectively the "Buildings"). The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of \$66 per year in property taxes for the various taxing entities, including the City, Utah County (the "County"), Alpine School District (the "School District"), and other taxing entities; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately \$8,374,500 per year; and

G. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment, ) which will be generated by the Project Area; and

H. **WHEREAS**, it is in the best interest of the citizens of the Water District for the Water District to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Draft Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #1 Budget (the "Project Area Budget"), a draft copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The Water District has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The Water District has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Utah County assessment rolls for all property located within the Project Area (which is currently estimated to be \$5,867, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant(s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.



5. **Payment Trigger.** The Property may be developed in Phases. A "Phase" means each phase of the development of the Property as designated by a participant, which Phase shall include at least one (1) Building and any associated real property identified and designated by a participant. A Phase may or may not be a legally subdivided parcel of real property. The first year of payment of Tax Increment from the Water District to the Agency shall be determined by the Agency. The Agency may trigger the collection of Tax Increment for a Phase by delivering a letter or other written request to the Utah County Auditor's office identifying such Phase (the "Trigger Notice"). The Agency shall be entitled to receive Tax Increment for each Phase for an initial period of twenty (20) full calendar years commencing with the year after the Agency delivers a Trigger Notice for such Phase (each, an "Increment Period"). However, the Agency will no longer be entitled to receive tax increment on any Phase after 2059.
6. **Total Payment to Agency.** The Water District shall authorize the County to remit to the Agency, beginning with property tax receipts during each Increment Period for each Phase, 100% of the annual Tax Increment generated from the personal property tax within the Project Area and 80% of the annual Tax Increment generated from the real (*i.e.*, building, land, and fixtures) and centrally assessed property within the Project Area; provided, however, that the total amount of such Tax Increment attributable to the Water District's tax attributable to real property tax (*i.e.*, building, land, and fixtures which are assessed as real property) attributable to the Water District's tax levy that is paid to the Agency under this Agreement shall not exceed \$3,000,000 per Phase (the "Real Property Tax Increment Cap"). The Real Property Tax Increment Cap shall not apply to Tax Increment generated from personal property.
7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real, personal property, and centrally assessed property taxes collected from the Project Area by the County acting as the tax collection agency for the Water District. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the Water District, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.
8. **Future Increment Period Conditions.** The Agency will receive the same participation and level of tax increment received during the initial Increment Period for each additional Phase conditional upon the Agency amending the Project Area Plan and Project Area Budget for each additional Phase and providing notice to the Water District of such amendments.
9. **No Independent Duty.** The Water District shall be responsible to remit to the Agency only Tax Increment actually received by the County acting as the tax collecting agency for the Water District. The Water District shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County, on behalf of the Water District on an annual basis during each Increment Period for each Phase.
10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.
11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.



12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Water District:  
Central Utah Water Conservancy District  
Attn: District Board  
355 W. University Pkwy  
Orem, UT 84058  
Phone: (801) 226-7100

If to Agency:  
Eagle Mountain Redevelopment Agency  
Attn: Agency Board  
1650 E. Stagecoach Run  
Eagle Mountain, UT 84005  
Phone: (801) 789-6603

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this

Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County or the Water District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the Water District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

23. **Duration.** This Agreement shall terminate with respect to a particular Phase upon the expiration of each Tax Increment Period for such Phase but shall continue for all undeveloped Phases. Notwithstanding, this Agreement shall terminate after the fortieth year following the trigger year of the first Phase.

24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

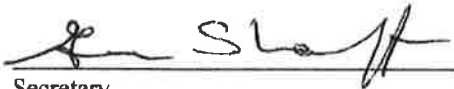
- a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

- b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Water District: CENTRAL UTAH WATER  
CONSERVANCY DISTRICT

Attest:


  
Secretary

By:



Its: Board Chair

Approved as to form:


  
Attorney for Water District

Agency: EAGLE MOUNTAIN REDEVELOPMENT AGENCY

Attest:

By: 

Its: Chair

  
Executive Director

Approved as to form:

  
Attorney for Agency

**EXHIBIT "A"**  
**to**  
**INTERLOCAL AGREEMENT**

Legal Description of Project

**Serial number:** 59:057:0003

**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

**Serial number:** 59:057:0004

**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.

**EXHIBIT "B"**  
**To**  
**INTERLOCAL AGREEMENT**  
Project Area Plan

PROJECT AREA PLAN

# SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT AREA (CRA) #1

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH



MAY 2018



**LEWIS YOUNG**  
**ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING • 41 N. RIO GRANDE, STE. 101 • SALT LAKE CITY, UT 84101  
(P) 801-596-0700 • (TF) 800-581-1100 • (F) 801-596-2900 • WWW.LEWISYOUNG.COM





# Table of Contents

TABLE OF CONTENTS .....2

DEFINITIONS .....3

INTRODUCTION .....5

DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA .....6

GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING DENSITIES AND HOW THEY WILL BE AFFECTED BY THE PROJECT AREA .....6

STANDARDS GUIDING THE COMMUNITY REINVESTMENT .....7

HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY COMMUNITY DEVELOPMENT .....7

CONFORMANCE OF THE PROPOSED DEVELOPMENT TO THE COMMUNITY'S GENERAL PLAN .....8

DESCRIBE ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY REINVESTMENT ..8

METHOD OF SELECTION OF PRIVATE DEVELOPERS TO UNDERTAKE THE COMMUNITY REINVESTMENT AND IDENTIFICATION OF DEVELOPERS CURRENTLY INVOLVED IN THE PROCESS .....8

REASON FOR SELECTION OF THE PROJECT AREA .....8

DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA .....9

DESCRIPTION OF ANY TAX INCENTIVES OFFERED PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA .....9

ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT .....10

EXHIBIT A: LEGAL DESCRIPTION OF SWEET WATER INDUSTRIAL PARK CRA #1 .....12

EXHIBIT B: PROJECT AREA MAP .....13



## Definitions

As used in this Community Reinvestment Project Area Plan, the term:

**"Act"** shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment Agency Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

**"Agency"** shall mean the Eagle Mountain Redevelopment Agency, which is a separate body corporate and politic created by the City pursuant to the Act.

**"Base taxable value"** shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-1-102(8) from which tax increment will be collected.

**"Base year"** shall mean the agreed upon year for which the base taxable value is established and shall be incorporated into the interlocal agreements with participating taxing entities.

**"Base taxable year"** shall mean the Base Year during which the Project Area Budget is approved pursuant to Subsection 17C-1-102(9)(d).

**"City" or "Community"** shall mean the City of Eagle Mountain.

**"Legislative body"** shall mean the City Council of Eagle Mountain which is the legislative body of the City.

**"Plan Hearing"** shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (41) and 17C-5-104(3)(e).

**"Project Area"** shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (**Exhibit A & Exhibit B**).

**"Net Present Value (NPV)"** shall mean the discounted value of a cash flow. The NPV illustrates the total value of a stream of revenue over a number of years in today's dollars.

**"Project Area Budget"** shall mean (as further described under 17-C-5-303 of the Act) the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

- ☞ the base taxable value of property in the Project Area;
- ☞ the projected tax increment expected to be generated within the Project Area;
- ☞ the amount of tax increment expected to be shared with other taxing entities;
- ☞ the amount of tax increment expected to be used to implement the Project Area plan;
- ☞ if the area from which tax increment is to be collected is less than the entire Project Area:



- the tax identification number of the parcels from which tax increment will be collected; or
  - a legal description of the portion of the Project Area from which tax increment will be collected; and
- ☞ for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

**“Project Area Plan”** or **“Plan”** shall mean the written plan (outlined by 17C-5-105 of the Act) that, after its effective date, guides and controls the community reinvestment activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference. It is anticipated that the SWEET WATER INDUSTRIAL PARK #1 PLAN will be subject to an interlocal agreement process with the taxing entities within the Project Area.

**“Taxes”** includes all levies on an ad valorem basis upon land, local and centrally assessed real property, personal property, or any other property, tangible or intangible.

**“Taxing Entity”** shall mean any public entity that levies a tax on any property within the Project Area.

**“Tax Increment”** shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

**“Tax Increment Period”** shall mean the period of time in which the taxing entities from the Project Area consent that a portion of their tax increment from the Project Area be used to fund the objectives outlined in the Project Area Plan.

**“Tax Year”** shall mean the 12-month period between sequential tax roll equalizations (November 1<sup>st</sup> - October 31<sup>st</sup>) of the following year, e.g., the November 1, 2017 - October 31, 2018 tax year.

## Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of Eagle Mountain City (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this draft Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of development, scope, financing mechanism, and value to the residents of the City and other taxing entities within the Project Area.

The Project Area is being undertaken as a community reinvestment project area pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Governmental Entities – Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area. The realization of the Plan is subject to interlocal agreements between the taxing entities individually and the Agency.

## Resolution Authorizing the Preparation of a Draft Community Reinvestment Project Area Plan

Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on April 3, 2018.

## Recitals of Prerequisites for Adopting a Community Reinvestment Project Area Plan

In order to adopt a community reinvestment project area plan, the Agency shall;

- ☞ Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law;
- ☞ Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency's deliberations and considerations regarding the Project Area; and
  - Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.

Utah Code  
§17C-5-104



## Description of the Boundaries of the Proposed Project Area

UTAH CODE  
§17C-5-105(1)

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as **Exhibit A** and **Exhibit B** and incorporated herein. The Project Area lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North. All of the land use in the project area is currently vacant. The Project Area is comprised of approximately 487 acres of property.

As delineated in the office of the Utah County Recorder, the Project Area encompasses all of the parcels detailed in **Table 1**.

**TABLE 1: PARCEL LIST**

Parcel Id	Parcel Owner	Acres
59:057:0003	Monte Vista Ranch LC	244.78
59:057:0004	Monte Vista Ranch LC	242.66
<b>Total</b>		<b>487.44</b>

UTAH CODE  
§17C-5-105(1)

## General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Densities and How They Will be Affected by the Project Area

### General Land Uses

The property within the Project Area is currently classified as greenbelt property. The majority of the property surrounding the Project Area is also greenbelt.

Table 1 summarizes the approximate acreage of existing land uses by land use type.

**TABLE 2: LAND USES**

Type	Acres	% of Area
Greenbelt	487.44	100%
<b>Total</b>	<b>487.44</b>	<b>100%</b>

This Project Area Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Project Area Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including all goals and objectives in the City's General Plan.

### Layout of Principal Streets

There are currently no paved streets within the Project Area, 1000 N., an unpaved road runs along the southern periphery of the Project Area.



### **Population Densities**

There are no residences within the Project Area, therefore the estimated population density is 0.0 residents per acre.

### **Building Densities**

Building densities will increase as development occurs. The intent of this plan is to promote greater economic utilization of the land area.

### **Impact of Community Development on Land Use, Layout of Principal Streets, and Population Densities**

Community reinvestment activities within the Project Area will mostly consist of development and economic enhancement of an underutilized area of the City. The types of land uses will include: a data center and office building.

**Land Use** – It is anticipated that future development within the Project Area will create space for a data center, associated office building and other supplementary development that may take place during future phases of the development.

**Layout of Principal Streets** – It is anticipated that the community reinvestment of the Project Area will not alter the layout of principal streets in the area. It is anticipated that access roads will be constructed within the Project Area.

**Population Densities** – The Project Area does not include any residential components. The population density will not be affected by the Project Area. The daytime population of the City will slightly increase as the Project Area is anticipated to create approximately 50 new jobs.

UTAH CODE  
§17C-5-105(c)

### **Standards Guiding the Community Reinvestment**

In order to provide maximum flexibility in the development and economic promotion of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City's proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the Agency, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

UTAH CODE  
§17C-5-105(d)

### **How the Purposes of this Title Will Be Attained By Community Development**





It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate the development within the Project Area.

UTAH CODE  
§17C-5-105(E)

## **Conformance of the Proposed Development to the Community's General Plan**

The proposed Community Reinvestment Project Area Plan and the development contemplated are consistent with the City's proposed General Plan and land use regulations.

UTAH CODE  
§17C-5-105(G)

## **Describe any Specific Project or Projects that are the object of the Proposed Community Reinvestment**

The Project Area is being created in order to assist with the construction of a future data center facility and associated office.

UTAH CODE  
§17C-5-105(H)

## **Method of Selection of Private Developers to undertake the Community Reinvestment and Identification of Developers Currently Involved in the Process**

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDC Utah, and/or from other such references.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers may need to provide a detailed development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

UTAH CODE  
§17C-5-105(I)

## **Reason for Selection of the Project Area**

The Project Area is currently classified as greenbelt and is collecting relatively no tax revenue for the taxing entities. The creation of the Project Area will create a significant economic benefit to all taxing entities as this underutilized area will be developed to a higher and greater use.





## Description of Physical, Social and Economic Conditions Existing in the Project Area

UTAH CODE  
§17C-5-105(J)

### Physical Conditions

The Project Area consists of approximately 487 acres of relatively flat, privately owned land as shown on the Project Area map.

### Social Conditions

The Project Area experiences a lack of connectivity and vitality. There are no residential units and no parks, libraries, or other social gathering places in the Project Area. This is in line with the contemplated uses of the area surrounding the Project Area, as the area surrounding the Project Area is currently under the greenbelt classification.

### Economic Conditions

The Project Area is currently under greenbelt classification. The Agency wants to encourage development within the Project Area that will directly benefit the existing economic base of the City, Utah County and other taxing entities.

UTAH CODE  
§17C-5-105(K)

## Description of any Tax Incentives Offered Private Entities for Facilities Located in the Project Area

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land and job-oriented incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems to be appropriate under the circumstances. A cost benefit analysis will assist the Agency in making decisions about offering assistance.

In general, tax incentives may be offered to achieve the community reinvestment goals and objectives of this plan, specifically to:

- ☞ Foster and accelerate economic development;
- ☞ Stimulate job development;
- ☞ Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space;
- ☞ Assist with property acquisition and/or land assembly; and
- ☞ Provide attractive development for high-quality tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity.



UTAH CODE  
§17C-5-105(2)

## Anticipated Public Benefit to be Derived from the Community Development

### The Beneficial Influences upon the Tax Base of the Community

UTAH CODE  
§17C-5-105(2)(ii)(A)

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and affordable housing opportunities in the community. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values as the property within the Project Area will no longer be classified as greenbelt. Property values include land, buildings and personal property (machines, equipment, etc.).

Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Additionally, business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity within the Project Area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

UTAH CODE  
§17C-5-105(2)(ii)(B)

### The Associated Business and Economic Activity Likely to be Stimulated

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available). The City also envisions this area as a future industrial park, this development will act as an anchor and likely attract new businesses to the area.

UTAH CODE  
§17C-5-105(2)(B)

### Efforts to Maximize Private Investment

The agency has formed a partnership with the developers to realize the vision of this project area. It is anticipated that the development will require over \$750,000,000 of private capital. Creating a CRA will act as a catalyst for the development.

UTAH CODE  
§17C-5-105(2)(C)

### “But For” Analysis

The anticipated development includes numerous costs, including land purchase, infrastructure and over \$375 million of personal property. “But-for” the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.

UTAH CODE  
§17C-5-105(2)

### Cost/Benefit Analysis

Based on the land use assumptions and tax increment participation levels, the following tables outline the benefits anticipated in the Project Area. As shown below, the proposed community reinvestment will create a net benefit to the City and the other taxing entities that participate in the Project Area. The cost/benefit analysis only includes the tax increment projections on the first two phases of the development. The Agency may be allowed to receive 20 years of tax increment on each building that is constructed during the initial 20-year tax increment financing period. Each addition 20-year period will be outlined in an amended Project Area Plan, as necessary.

**TABLE 3: SOURCES OF TAX INCREMENT FUNDS**

Entity	Percentage	Length	Total	NPV at 4%
Utah County	100% Personal Property 80% Real Property	20 Years	\$9,301,260	\$7,293,590
Alpine School District	100% Personal Property 80% Real Property	20 Years	85,573,980	67,102,904
Eagle Mountain City	100% Personal Property 80% Real Property	20 Years	12,071,340	9,465,751
Central Utah Water Conservancy District	100% Personal Property 80% Real Property	20 Years	4,776,000	3,745,104
Unified Fire District – Salt Lake County	100% Personal Property 80% Real Property	20 Years	21,599,460	16,937,234
<b>Total Sources of Tax Increment Funds</b>			<b>\$133,322,040</b>	<b>\$104,544,582</b>

**TABLE 4: PROJECT AREA REVENUES**

Entity	Property Tax	Franchise Tax	Total Tax Increment Revenues
Utah County	\$10,469,760	-	\$10,469,760
Alpine School District	96,324,480	-	96,324,480
Eagle Mountain City	13,587,840	359,982	13,947,822
Central Utah Water Conservancy District	5,376,000	-	5,376,000
Unified Fire District – Salt Lake County	24,312,960	-	24,312,960
<b>Total Revenue</b>	<b>\$150,071,040</b>	<b>\$359,982</b>	<b>\$150,431,022</b>

**TABLE 5: PROJECT AREA EXPENDITURES**

Entity	Property Tax	General Government	Public Safety	Public Works	Total Expenditures
Utah County	\$9,301,260	\$208,815	-	-	\$9,510,075
Alpine School District	85,573,980	931,374	-	-	86,505,354
Eagle Mountain City	12,071,340	423,378	351,458	671,337	13,517,513
Central Utah Water Conservancy District	4,776,000	140,497	-	-	4,916,497
Unified Fire District – Salt Lake County	21,599,460	522,278	-	-	22,121,738
<b>Total Revenue</b>	<b>\$133,322,040</b>	<b>\$2,226,343</b>	<b>\$351,458</b>	<b>\$671,337</b>	<b>\$136,571,178</b>

The total net benefit to the taxing entities of participating in the Project Area is \$13,859,844, with the City's net benefit being \$430,308<sup>1</sup>.

<sup>1</sup> The net benefit does not include the \$13.32 million housing portion of tax increment that will be reinvested into the City. Including this increases the City's net benefit to \$13,752,512.



## EXHIBIT A: Legal Description of Sweet Water Industrial Park CRA #1

*Serial number: 59:057:0003*

**Legal Description:** NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

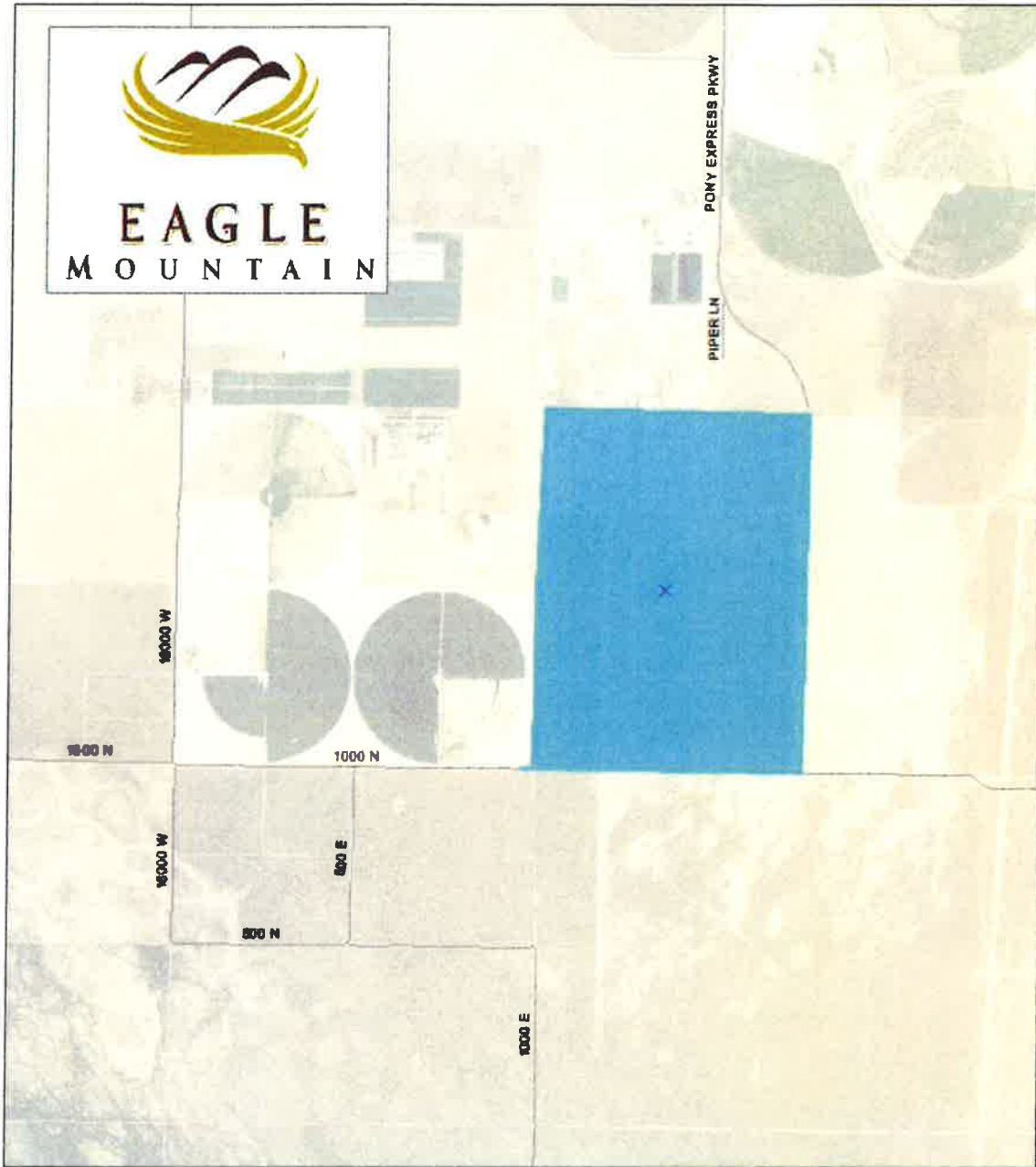
*Serial number: 59:057:0004*

**Legal Description:** SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS:; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.



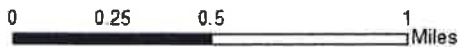
# EXHIBIT B: Project Area Map

MAP OF PROPOSED PROJECT AREA BOUNDARIES



## SWEET WATER INDUSTRIAL PARK CRA #1

 Sweet Water Industrial Park Boundary



LEWIS & YOUNG  
ROBERTSON & BURNINGHAM, LLC.



**EXHIBIT "C"**  
**To**  
**INTERLOCAL AGREEMENT**

Project Area Budget



PROJECT AREA BUDGET

# SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT AREA (CRA) #1

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH



MAY 2018



**LEWIS YOUNG**  
**ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING • 41 N. RIO GRANDE, STE 101 • SALT LAKE CITY, UT 84101  
(P) 801-596-0700 • (TF) 800-581-1100 • (F) 801-596-2500 • [WWW.LEWISYOUNG.COM](http://WWW.LEWISYOUNG.COM)





## Table of Contents

TABLE OF CONTENTS .....	2
SECTION 1: INTRODUCTION .....	3
SECTION 2: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA.....	3
SECTION 3: GENERAL OVERVIEW OF PROJECT AREA BUDGET .....	4
SECTION 4: PROPERTY TAX INCREMENT .....	5
SECTION 5: COST/BENEFIT ANALYSIS .....	7
EXHIBIT A: PROJECT AREA MAP .....	7
EXHIBIT B: MULTI-YEAR BUDGET .....	9

## Section 1: Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of the City of Eagle Mountain (the "City") and its residents, as well as understanding the City's capacity for new development, has carefully crafted the Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #1 (the "Project Area"). The Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area which lies within the southwest portion of the City, generally to the west of Lake Mountain Road, east of 1600 W, and to the north of 1000 North.

The Plan is envisioned to define the method and means of development for the Project Area from its current state to a higher and better use. The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. This **Project Area Budget** document (the "Budget") is predicated upon certain elements, objectives and conditions outlined in the Plan and intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan.

The creation of the Project Area is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

## Section 2: Description of Community Development Project Area

The Project Area lies west of Lake Mountain Road, east of 1600 W, and to the north of 1000 N, and is located within the City's southwestern boundaries. The property is currently under greenbelt classification and is generating very little tax revenue for the City and other taxing entities. The property encompasses approximately 487 acres of land.

A map of the Project Area is attached hereto in **EXHIBIT A**.



## Section 3: General Overview of Project Area Budget

The purpose of the Project Area Budget is to provide the financial framework necessary to implement the Project Area Plan vision and objectives. The Project Area Plan has identified that tax increment financing is essential in order to meet the objectives of the CRA Project Area. The following information will detail the sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of the Project Area Budget.

### Base Year Value

The Agency has determined that the base year property tax value for the Project Area will be the total taxable value for the 2017 tax year which is estimated to be \$5,867. Using the tax rates established within the Project Area the property taxes levied equate to \$66 annually. Accordingly, this amount will continue to flow through to each taxing entity proportional to the amount of their respective tax rates being levied.

### Payment Trigger

Each Phase will have a twenty-year (20) duration from the date of the first tax increment received by the Agency. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1, e.g., if requested prior to March 1, 2019, Year 1 of increment will be 2020. The first year of tax increment shall be determined by the Agency.

### Projected Tax Increment Revenue – Total Generation

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that new development will begin in the Project Area in 2018. The contemplated development will generate significant additional property tax revenue as well as incremental sales and use tax above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 1<sup>st</sup>) following construction completion and Tax Increment will actually be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2019 or as late as 2020. It is currently estimated that during the 20-year life of the Project Area Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$150.07 million or at a net present value (NPV)<sup>1</sup> of \$102.44 million. This amount is over and above the \$1,310 of base taxes that the property would generate over 20 years at the \$66 annual amount it currently generates as shown in Table 4.1 below.

---

<sup>1</sup> Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.

## Section 4: Property Tax Increment

### Base Year Property Tax Revenue

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area ("Base Taxes"). The current assessed value is estimated to be \$5,867. Based upon the tax rates in the area, the collective taxing entities are receiving \$66 in property tax annually from this Project Area. This equates to approximately \$1,310 over the 20-year life of the Project Area.

**TABLE 4.1: TOTAL BASE YEAR TO TAXING ENTITIES (OVER 20 YEARS)**

Entity	Total	NPV at 4%
Utah County	\$91	\$62
Alpine School District	841	571
Eagle Mountain City	119	81
Central Utah Water Conservancy District	47	32
Unified Fire Service Area – Salt Lake County	212	144
<b>Total Revenue</b>	<b>\$1,310</b>	<b>\$890</b>

### Property Tax Increment Shared with RDA

All taxing entities that receive property tax generated within the Project Area, as detailed above, will share at least a portion of that increment generation with the Agency. All taxing entities will contribute 100% of their respective tax increment off of the personal property within the Project Area and 80% of their respective tax increment off of the real property for 20 years. The City, County and the State will **not** contribute any portion of their incremental sales tax to implement the Project Area Plan. The assumptions in this analysis only include the tax increment projections on the first two phases of the development. The Agency may be allowed to receive 20 years of tax increment on each building that is constructed during the initial 20-year tax increment financing period. Each addition 20-year period will be outlined in an amended Project Area Budget, as necessary. Table 4.2 shows the amount of Tax Increment shared with the Agency assuming the participation levels discussed above.

**TABLE 4.2: SOURCES OF TAX INCREMENT FUNDS**

Entity	Percentage	Length	Total	NPV at 4%
Utah County	100% Personal Property 80% Real Property	20 Years	\$9,301,260	\$7,293,590
Alpine School District	100% Personal Property 80% Real Property	20 Years	85,573,980	67,102,904
Eagle Mountain City	100% Personal Property 80% Real Property	20 Years	12,071,340	9,465,751
Central Utah Water Conservancy District	100% Personal Property 80% Real Property	20 Years	4,776,000	3,745,104
Unified Fire Service Area – Salt Lake County	100% Personal Property 80% Real Property	20 Years	21,599,460	16,937,234
<b>Total Sources of Tax Increment Funds</b>			<b>\$133,322,040</b>	<b>\$104,544,582</b>



**Uses of Tax Increment**

The anticipated development includes numerous costs, including land purchase, infrastructure and over \$375 million of personal property. "But-for" the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.

The Agency will take a flat annual payment of \$5,000 to administer the CRA. The majority of the remaining Tax Increment collected by the Agency will be used to overcome the obstacles outlined above (90%). Including: offsetting certain on-site public infrastructure costs, development incentives, Agency requested improvements and upgrades, desirable Project Area improvements, and other redevelopment activities as approved by the Agency. The remaining 10% will go towards affordable housing, as required by the Act.

**TABLE 4.3: USES OF TAX INCREMENT**

Uses	Total	NPV at 4%
Redevelopment Activities	\$119,899,836	\$81,891,273
CRA Housing Requirement	13,322,204	9,099,030
Project Area Administration	100,000	67,952
<b>Total Uses of Tax Increment Funds</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>

A multi-year projection of tax increment is including in **EXHIBIT B**.

**Total Annual Property Tax Revenue for Taxing Entities at Conclusion of Project**

As described above, the collective taxing entities are currently receiving approximately \$66 in property taxes annually from this Project Area. At the end of 20 years an additional \$8,374,500 in property taxes annually is anticipated, totaling approximately \$8,374,566 in property taxes annually for the area. "But for" the assistance provided by the RDA through tax increment revenues, this momentous increase in property taxes generated for the taxing entities would not be possible.

**TABLE 4.4: TOTAL BASE YEAR AND END OF PROJECT LIFE ANNUAL PROPERTY TAXES**

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Utah County	\$5	\$584,250	\$584,255
Alpine School District	42	5,375,250	5,375,292
Eagle Mountain City	6	758,250	758,256
Central Utah Water Conservancy District	2	300,000	300,002
Unified Fire Service Area – Salt Lake County	11	1,356,750	1,356,761
<b>Total Revenue</b>	<b>\$66</b>	<b>\$8,374,500</b>	<b>\$8,374,566</b>





## Section 5: Cost/Benefit Analysis

### Additional Revenues

#### Other Tax Revenues

The development within the Project Area will also generate sales taxes, energy sales and use taxes for natural gas and telecommunications.

Table 5.1 shows the total revenues generated by the Project Area. This total includes the anticipated property tax increment and energy sales and use tax.

**TABLE 5.1 TOTAL REVENUES**

Entity	Property Tax	Franchise Tax	Total Incremental Revenues
Utah County	\$10,469,760	-	\$10,469,760
Alpine School District	96,324,480	-	96,324,480
Eagle Mountain City	13,587,840	359,982	13,947,822
Central Utah Water Conservancy District	5,376,000	-	5,376,000
Unified Fire Service Area – Salt Lake County	24,312,960	-	24,312,960
<b>Total Revenue</b>	<b>\$150,071,040</b>	<b>\$359,982</b>	<b>\$150,431,022</b>

### Additional Costs

The development anticipated within the Project Area will also likely result in additional general government, public works, and public safety costs. These costs, along with the estimated budget to implement the Project Area Plan, are identified below.

**TABLE 5.2 TOTAL EXPENDITURES**

Entity	CRA Budget	General Government	Public Works	Public Safety	Total Incremental Expenditures
Utah County	\$9,301,260	\$208,815	-	-	\$9,510,075
Alpine School District	85,573,980	931,374	-	-	86,505,354
Eagle Mountain City	12,071,340	423,378	671,337	351,458	13,517,513
Central Utah Water Conservancy District	4,776,000	140,497	-	-	4,916,497
Unified Fire Service Area – Salt Lake County	21,599,460	522,278	-	-	22,121,738
<b>Total Expenditures</b>	<b>\$133,322,040</b>	<b>\$2,226,343</b>	<b>\$1,049,890</b>	<b>\$351,548</b>	<b>\$136,571,178</b>

The total net benefit to the taxing entities of participating in the Project Area is \$13,859,844, with the City's net benefit being \$430,308<sup>2</sup>.

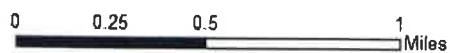
<sup>2</sup> The net benefit does not include the \$13.32 million housing portion of tax increment that will be reinvested into the City. Including this increases the City's net benefit to \$13,752,512.

### Exhibit A: Project Area Map



### SWEET WATER INDUSTRIAL PARK CRA #1

 Sweet Water Industrial Park Boundary



LEWIS  YOUNG  
ROBERTSON & BURNINGHAM, INC.







## Exhibit B: Multi-Year Budget

# Eagle Mountain Redevelopment Agency

Sweet Water Industrial Park CRA #1  
Increment and Budget Analysis

ASSUMPTIONS:	
Discount Rate	4.0%
Inflation Rate	0.0%

INCREMENTAL TAX ANALYSIS:	Payment Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTALS	NPV
	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20		
<b>Cumulative Taxable Value</b>																							
Real Property Value (Building & Land)		\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000	\$375,000,000		
Personal Property Value		\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000	\$375,000,000	\$333,750,000	\$300,000,000	\$258,750,000	\$217,500,000		
<b>Total Assessed Value:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>		
Value of Current Property		\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867		
Less Base Year Value		\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)	\$ (5,867)		
<b>TOTAL INCREMENTAL VALUE:</b>		<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>	<b>\$750,000,000</b>	<b>\$708,750,000</b>	<b>\$675,000,000</b>	<b>\$633,750,000</b>	<b>\$592,500,000</b>		
<b>TAX RATE &amp; INCREMENT ANALYSIS:</b>	2017 Rates																						
Utah County	0.000779	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	584,250	552,116	525,825	493,691	461,558	10,469,780	7,146,727
Alpine School District	0.007167	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	5,375,250	5,079,611	4,837,725	4,542,086	4,246,448	96,324,480	65,751,720
Eagle Mountain City	0.001011	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	758,250	716,546	682,425	640,721	599,018	13,587,840	9,275,148
Central Utah Water Conservancy District	0.000400	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	300,000	283,500	270,000	253,500	237,000	5,376,000	3,669,693
Unified Fire Service Area - Salt Lake County	0.001809	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	1,356,750	1,282,129	1,221,075	1,146,454	1,071,833	24,312,960	16,586,186
<b>Totals:</b>	<b>0.011166</b>	<b>8,374,500</b>	<b>7,913,903</b>	<b>7,537,050</b>	<b>7,076,453</b>	<b>6,615,855</b>	<b>8,374,500</b>	<b>7,913,903</b>	<b>7,537,050</b>	<b>7,076,453</b>	<b>6,615,855</b>	<b>8,374,500</b>	<b>7,913,903</b>	<b>7,537,050</b>	<b>7,076,453</b>	<b>6,615,855</b>	<b>8,374,500</b>	<b>7,913,903</b>	<b>7,537,050</b>	<b>7,076,453</b>	<b>6,615,855</b>	<b>150,071,040</b>	<b>102,439,474</b>
<b>TOTAL INCREMENTAL REVENUE IN PROJECT AREA:</b>		<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$8,374,500</b>	<b>\$7,913,903</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,615,855</b>	<b>\$150,071,040</b>	<b>\$102,439,474</b>
<b>PROJECT AREA BUDGET</b>		<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>	<b>2036</b>	<b>2037</b>	<b>2038</b>	<b>2039</b>	<b>2040</b>	<b>2041</b>		
<b>Sources of Funds:</b>																							
<b>Property Tax Participation Rate for Budget</b>																							
Real Property Value (Building & Land)		80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%		
Personal Property Value		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
<b>Property Tax Increment for Budget</b>																							
Utah County		\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$525,825	\$493,691	\$467,400	\$435,266	\$403,133	\$9,301,260	\$6,352,712
Alpine School District		\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$4,837,725	\$4,542,086	\$4,300,200	\$4,004,561	\$3,708,923	\$85,573,980	\$58,446,580
Eagle Mountain City		\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$682,425	\$640,721	\$606,600	\$564,896	\$523,193	\$12,071,340	\$8,244,862
Central Utah Water Conservancy District		\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$270,000	\$253,500	\$240,000	\$223,500	\$207,000	\$4,776,000	\$3,261,983
Unified Fire Service Area - Salt Lake County		\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$1,221,075	\$1,146,454	\$1,085,400	\$1,010,779	\$936,158	\$21,599,460	\$14,752,318
<b>Total Property Tax Increment for Budget:</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>
<b>Uses of Tax Increment Funds:</b>																							
Redevelopment Activities (Infrastructure, Incentives, etc.)	90.0%	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$6,778,845	\$6,364,307	\$6,025,140	\$5,610,602	\$5,196,065	\$119,899,836	\$81,891,273
CRA Housing Requirement	10.0%	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$753,205	\$707,145	\$669,460	\$623,400	\$577,341	\$13,322,204	\$9,099,030
RDA Administration		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$100,000	\$67,952
<b>Total Uses</b>		<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$7,537,050</b>	<b>\$7,076,453</b>	<b>\$6,699,600</b>	<b>\$6,239,003</b>	<b>\$5,778,405</b>	<b>\$133,322,040</b>	<b>\$91,058,255</b>
<b>REMAINING TAX REVENUES FOR TAXING ENTITIES</b>		<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>	<b>2036</b>	<b>2037</b>	<b>2038</b>	<b>2039</b>	<b>2040</b>	<b>2041</b>		
Utah County		\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$58,425	\$1,166,500	\$794,015
Alpine School District		\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$537,525	\$10,750,500	\$7,305,140
Eagle Mountain City		\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$75,825	\$1,516,500	\$1,030,486
Central Utah Water Conservancy District		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$600,000	\$407,710
Unified Fire Service Area - Salt Lake County		\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$135,675	\$2,713,500	\$1,843,888
<b>Total</b>		<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$837,450</b>	<b>\$16,749,000</b>	<b>\$11,381,219</b>