

**CITY OF SOUTH JORDAN
COMBINED CITY COUNCIL &
REDEVELOPMENT AGENCY MEETING AGENDA
CITY COUNCIL CHAMBERS
TUESDAY, SEPTEMBER 19, 2023 at 6:30 PM**



Notice is hereby given that the South Jordan City Council will hold a Combined City Council and Redevelopment Agency Meeting at 6:30 p.m. on Tuesday, September 19, 2023, in person in the City Council Chambers, located at 1600 W. Towne Center Drive, South Jordan, Utah, and virtually via Zoom phone and video conferencing. Persons with disabilities requesting assistance should contact the City Recorder at least 24 hours prior to the Meeting. The Agenda may be amended and an Executive Session may be held at the end of the Meeting. Times listed are approximate and may be accelerated or delayed.

In addition to in-person attendance, individuals may join via phone or video, using Zoom. Note, attendees joining virtually may comment during public comment, or a public hearing virtually. To comment during public comment, or public hearing virtually, the individual must have their video on and working during their comments. Attendees who wish to present photos or documents to the City Council must attend in person. Those who join via phone may listen, but not participate in public comment or public hearings.

In the event the Meeting is disrupted in any way that the City in its sole discretion deems inappropriate, the City reserves the right to immediately remove the individual(s) from the Meeting and, if needed, end virtual access to the Meeting. Reasons for removing an individual or ending virtual access to the Meeting include but are not limited to the posting of offensive pictures, remarks, or making offensive statements, disrespectful statements or actions, and other any action deemed inappropriate.

Ability to participate virtually is dependent on an individual's internet connection. To ensure comments are received regardless of technical issues, please have them submitted in writing to the City Recorder, Anna Crookston, at acrookston@sjc.utah.gov by 3:00 p.m. on the day of the meeting. Instructions on how to join virtually are below.

Join South Jordan City Council Meeting Virtually:

- Join on any device that has internet capability.
- Zoom link, Meeting ID and Password will be provided 24 hours prior to meeting start time.
- Zoom instructions are posted <https://ut-southjordan.civicplus.com/241/City-Council>.

Regular Meeting Agenda: 6:30 p.m.

- A. **Welcome, Roll Call, and Introduction:** By Mayor, Dawn R. Ramsey
- B. **Flag Ceremony:** By South Jordan Fire Department
- C. **National Anthem:** By Olivia Shelton
- D. **Pledge of Allegiance:** By Assistant City Manager, Jason Rasmussen
- E. **Thought and Invocation:** By Council Member, Don Shelton
- F. **Presentation Items:**

[F.1.](#) Proclamation in recognition of the 236th Anniversary of the Constitutional Convention & Constitution Week 2023. (*By Mayor, Dawn R. Ramsey*)

F.2. Citizenship. (*By Administrative Services Assistant, Ana Johnson*)

G. God Bless America: By Resident, Krispin Banks

H. Minute Approval:

[H.1.](#) August 15, 2023 Combined City Council & Redevelopment Agency Study Meeting

[H.2.](#) August 15, 2023 City Council Meeting

I. Mayor and Council Reports: 7:00 p.m.

J. Public Comment: 7:15 p.m.

This is the time and place for any person who wishes to comment on the agenda for public hearing. Any person or group wishing to comment on any item not otherwise scheduled for public hearing on the agenda may address the City Council at this point by stepping to the microphone, or if joining electronically, by raising their hand and giving his or her name for the record. Note, if joining electronically, photos or documents will not be accepted through Zoom and you must attend City Council Meeting in-person. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Chair. Groups wishing to comment will be asked to appoint a spokesperson. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council Meeting. Time taken on non-agenda items, interrupts the process of the noticed agenda. In rare cases where it is determined appropriate to address items raised from public comments, these items will be noted and may be brought back at the conclusion of the printed agenda.

K. Action Items: 7:30 p.m.

[K.1.](#) **Resolution R2023-37**, Authorizing the Mayor to sign an Amendment to the Development Agreement dated August 20, 2019 pertaining to property located at 9800 South and Redwood Road, Merit Medical (applicant). RCV (*By Director of Planning, Steven Schaefermeyer*)

[K.2.](#) **Resolution R2023-41**, Requesting admission to the Firefighters retirement system. RCV (*By Fire Chief, Chris Dawson*)

[K.3.](#) **Resolution R2023-42**, Authorizing the Mayor to sign an Interlocal Cooperation Agreement for the Home Investment Partnership Program for Federal Fiscal Years 2024-2026. RCV (*By Long Range Planning Analyst, David Mann*)

L. Public Hearing Items: 7:45 p.m.

[L.1.](#) **Resolution R2023-44**, Authorizing the filing of the eminent domain action against the Troy and Jill Davis property, the C Dean and Maxine C Larsen property, and the Dell Wheadon Family Limited Partnership property. RCV (*By Director of Strategy & Budget, Don Tingey & City Attorney, Ryan Loose*)

- L.2. **Resolution R2023-45**, Authorizing the filing of an eminent domain action if necessary to clear title on the property involved in the construction of a pedestrian corridor on the west side of 2700 W. RCV *(By Director of Strategy & Budget, Don Tingey & City Attorney, Ryan Loose)*

RECESS CITY COUNCIL MEETING AND MOVE TO REDEVELOPMENT AGENCY MEETING

- L.3. **Resolution RDA 2023-06**, Approving and adopting the Amended Community Reinvestment Project Area Plan for the Southwest Quadrant Urban Center Community Reinvestment Project Area. RCV *(By Director of City Commerce, Brian Preece)*
- L.4. **Resolution RDA 2023-07**, Approving and adopting the Amended Community Reinvestment Project Area Budget for the Amended Southwest Quadrant Urban Center Community Reinvestment Project Area. RCV *(By Director of City Commerce, Brian Preece)*
- L.5. **Resolution RDA 2023-08**, Approving an Interlocal Agreement with the City of South Jordan for the Southwest Quadrant Urban Center Community Reinvestment Project Area. RCV *(By Director of City Commerce, Brian Preece)*

ADJOURN REDEVELOPMENT AGENCY MEETING AND RETURN TO CITY COUNCIL MEETING

- L.6. **Resolution R2023-35**, Approving an Interlocal Agreement for the sharing of Tax Increment generated in the Southwest Quadrant Urban Center Community Reinvestment Project Area. RCV *(By Director of City Commerce, Brian Preece)*
- L.7. **Ordinance 2023-10**, Adopting the Amended Project Plan for the Southwest Quadrant Urban Center Community Reinvestment Project Area. RCV *(By Director of City Commerce, Brian Preece)*

M. Staff Reports and Calendaring Items: 9:00 p.m.

ADJOURNMENT

CERTIFICATE OF POSTING

STATE OF UTAH)

COUNTY OF SALT LAKE)

I, Anna Crookston, the duly appointed City Recorder of South Jordan City, Utah, certify that the foregoing City Council Agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body. The agenda was also posted at the principal office of the public body and also posted on the Utah State Public Notice Website <http://www.utah.gov/pmn/index.html> and on South Jordan City's website at www.sjc.utah.gov. Published and posted September 15, 2023.

Proclamation
of the
City of South Jordan

**In Recognition of the 236th Anniversary of the Constitutional Convention
&
Constitution Week 2023**

Whereas, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law, and

Whereas, September 17, 2023, marks the two hundred thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention, and

Whereas, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it, and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week, and

Whereas, The City of South Jordan wishes to join with all those who celebrate the 236th Anniversary of the Constitutional Convention and Constitution Week 2023,

BE IT PROCLAIMED to all that reside within the bounds of the City of South Jordan, Salt Lake County, State of Utah; that for evermore, that the week of September 17th through September 23rd, 2023 shall be known as:

Constitution Week 2023

Signed this 19th Day of September, 2023

Dawn R. Ramsey, Mayor

ATTEST:

Anna Crookston, City Recorder

SOUTH JORDAN CITY
COMBINED CITY COUNCIL & REDEVELOPMENT AGENCY
STUDY MEETING

August 15, 2023

Present: Mayor Dawn R. Ramsey, Council Member Patrick Harris, Council Member Brad Marlor, Council Member Tamara Zander, Council Member Don Shelton, Council Member Jason McGuire, City Manager Dustin Lewis, Assistant City Manager Jason Rasmussen, City Attorney Ryan Loose, City Recorder Anna Crookston, IT Senior System Administrator Phill Brown

Absent:

Others:

4:37 P.M.
STUDY MEETING

A. Council Networking

B. Welcome, Roll Call, and Introduction: *By Mayor Dawn R. Ramsey*

Mayor Ramsey welcomed everyone present and introduced the meeting.

C. Invocation: *By Council Member Patrick Harris*

Council Member Harris offered the invocation.

D. Mayor and Council Coordination

Mayor Ramsey shared they are waiting for all the specific ideas to come out of the Unified Economic Opportunity Commission Subcommittees on the 30th of the month, then there will be a lot happening in September. There were several resolutions, but the main things the city will need to decide their position on will start coming to light in September.

Council Member Zander asked if they are down to three voting spots on the LPC.

Mayor Ramsey responded that they still have four spots since she is still on the executive committee.

Attorney Loose explained how the voting worked, especially now that Former City Manager Gary Whatcott has retired.

Council Member Zander noted that her Mondays are just too busy for her to attend regularly.

Mayor Ramsey said they are trying to decide whether or not there should be another seat added, which would not require the changing of the League's constitution, for the ULCT member that represents the League on the Unified Economic Opportunities Commission. She didn't want to apply for a seat on the board once her term as president was over and take the seat from someone else; however, she recently discovered she was nominated for a seat on the board. That will all be decided in September, and if she does stay on she will be added ex-officio.

The mayor, council and staff discussed the options for voting. They decided to continue having Attorney Loose vote in Council Member Zander's place until things are changed officially so the city doesn't lose a vote.

Council Member Shelton talked about the League's discussions yesterday, including a resolution on dignity, civility and local politics, and the other on maintaining local authority. The council discussed those topics briefly and their feelings.

Mayor Ramsey discussed the conference coming up in September, and that she was recently asked to present on Thursday at that conference.

Manager Lewis added that there will be staff members presenting at this conference as well on drones and drone usage in cities, as well as strategic budgeting and priorities.

Council Member McGuire motioned to recess the City Council Study Meeting and move to Executive Closed Session. Council Member Shelton seconded the motion; vote was unanimous in favor.

RECESS CITY COUNCIL STUDY MEETING AND MOVE TO EXECUTIVE CLOSED SESSION

E. Executive Closed Session

E.1. Discussion of the character, professional competence, or physical or mental health of an individual.

Council Member Zander motioned to adjourn the Executive Closed Session and return to the City Council Study Meeting. Council Member McGuire seconded the motion; vote was unanimous in favor.

ADJOURN EXECUTIVE CLOSED SESSION AND RETURN TO CITY COUNCIL STUDY MEETING

Council Member Shelton motioned to recess the City Council Study Meeting and move to a Redevelopment Agency Meeting. Council Member Marlor seconded the motion; vote was unanimous in favor.

RECESS CITY COUNCIL STUDY MEETING AND MOVE TO REDEVELOPMENT AGENCY MEETING

Council Member Marlor motioned to recess the Redevelopment Agency Meeting and move to a Redevelopment Agency Executive Closed Session. Council Member Shelton seconded the motion; vote was unanimous in favor.

RECESS REDEVELOPMENT AGENCY MEETING AND MOVE TO REDEVELOPMENT AGENCY EXECUTIVE CLOSED SESSION

F. Redevelopment Agency Executive Closed Session

F.1. Discussion of the purchase, exchange, or lease of real property.

Council Member McGuire motioned to adjourn the Redevelopment Agency Executive Closed Session and return to the Redevelopment Agency Meeting. Council Member Harris seconded the motion; vote was unanimous in favor.

ADJOURN REDEVELOPMENT AGENCY EXECUTIVE CLOSED SESSION AND RETURN TO REDEVELOPMENT AGENCY MEETING.

Council Member McGuire motioned to adjourn the Redevelopment Agency Meeting and return to the City Council Study Meeting. Council Member Harris seconded the motion; vote was unanimous in favor.

ADJOURN REDEVELOPMENT AGENCY MEETING AND RETURN TO CITY COUNCIL STUDY MEETING

ADJOURNMENT

Council Member Zander motioned to adjourn the August 15, 2023 City Council Study Meeting. Council Member Shelton seconded the motion; vote was unanimous in favor.

The August 15, 2023 City Council Study meeting adjourned at 6:33 p.m.

SOUTH JORDAN CITY
CITY COUNCIL MEETING

August 15, 2023

Present: Mayor Dawn Ramsey, Council Member Patrick Harris, Council Member Brad Marlor, Council Member Tamara Zander, Council Member Jason McGuire, City Manager Dustin Lewis, Assistant City Manager Jason Rasmussen, City Attorney Ryan Loose, Director of Recreation Janell Payne, Fire Chief Chris Dawson, Director of Planning Steven Schaefermeyer, City Engineer Brad Klavano, Director of Public Works Raymond Garrison, City Recorder Anna Crookston, Police Chief Jeff Carr, Director of Administrative Services Melinda Seager, Director of Commerce Brian Preece, CFO Sunil Naidu, Director of Strategy & Budget Don Tingey, Communications Manager Rachael Van Cleave, IT Senior System Administrator Phill Brown, GIS Coordinator Matt Jarman, IT Director Jon Day, Meeting Transcriptionist Diana Baun, Planning Commissioner Laurel Bevans, Strategy & Budget Analyst Abigail Patonai,

Absent:

Others: Linny Hansen, Aydan, Adrian Montelongo, Cary Necaise, Carol's iPhone, Tristen's iPhone 14, Brandon, Christopher Rawlins, Brian Adams, Justin Jones, Tom Humanik,

6:41 P.M.

REGULAR MEETING

A. Welcome, Roll Call, and Introduction to Electronic Meeting - By Mayor Dawn R. Ramsey

Mayor Ramsey welcomed everyone and introduced the meeting.

B. Invocation— By Director of City Commerce Brian Preece

Director Preece offered the invocation.

C. Pledge of Allegiance – By Police Chief Jeff Carr

Chief Carr led the audience in the Pledge of Allegiance.

D. Minute Approval

D.1. August 1, 2023 City Council Study Meeting

D.2. August 1, 2023 City Council Meeting

Council Member Shelton motioned to approve the August 1, 2023 City Council Study Meeting as published and August 1, 2023 City Council Meeting Minutes as published. Council Member Harris seconded the motion; vote was unanimous in favor.

E. Mayor and Council Reports

Council Member Tamara Zander talked about the ongoing Summer Concert Series in Daybreak. She discussed mosquito abatement in the Salt Lake Valley versus other areas of the state, thanking the Mosquito Abatement Board for their work in the valley. She and her family attended a Bees baseball game and she shared her excitement with the Bees coming to the city in the future.

Council Member Patrick Harris discussed meeting with Laura Lewis to discuss city finance options and his discussion with Joel Thompson from the sewer district regarding the future annexation. Talked with Assistant City Manager Jason Rasmussen and City Manager Dustin Lewis about several issues this past week and thanked them for their quick reactions. He visited Mulligans multiple times recently and noted that it looks so much better than it has in the past. It was very busy the nights he went and it is being heavily used. He also spent time interacting with various residents and candidates recently.

Council Member Don Shelton discussed seeing the Scarlett Pimpernel, attending the Association of Municipal Councils Meeting which included a tour of Murray City's new city hall, and attending the Jordan River Commission. He discussed the Get to the River Festival with the Jordan River Commission and the various activities related to that in the city. He attended the meeting with Laura Lewis and the End of Summer Bash at Highland Park where many people from the community attended as well. He also attended the Legislative Policy Committee meeting.

Council Member Brad Marlor discussed Jordan Ridge Park, which is in his neighborhood, and his request to staff for benches at the park for adults; that process started recently and he discussed the progress on those benches being installed. There were no Architectural Review Committee meetings since the last council meeting. He had the chance to speak to a representative from an HOA in his district, who inquired about the potential for a residential building on a vacant parcel under the tax rolls for the city. He thanked the staff members who got involved in that and are currently gathering information. He had family in town recently and he shared their experience playing mini-golf at Mulligans, his grandkids loved it and it was a lot of fun. Mulligans does a great job, they are very efficient.

Council Member Jason McGuire thanked Garden City, a little town near Bear Lake, for allowing him to use their city hall's Wi-Fi to join the last council meeting while out of town. He attended the meeting regarding financing options for cities as well, and added it was very beneficial to better understand all of those options. There is a lot going on with the Art's Council, with an Art's Master Plan meeting this morning. Things are going well there and he is very excited for this master plan to roll out with an approach that will help guide the city instead of just telling them what is needed to improve the arts in the city; it is directed more towards being about the

city as a whole, and how it can grow in the arts. While the Art's Council was finishing their round table interviews, it was pointed out to him that while there is definitely a demand for more art classes from residents, the consultant indicated that with the interviews the number one thing being asked for is dedicated art venues. There is always opportunity to continue sharing spaces, but there is starting to be a demand for actual art venues. From the last Art's Council meeting, he shared that they will be rolling out a new program called "Artventure," encouraging residents to get out and interact with art in the city, and he explained what that program will entail. He was also excited to share that the Art's Council is working with the Recreation Department to turn one of the recreation vans into a giant coloring board. They will put a printable wrap on to the vehicle, which can be drawn on with dry erase markers at different venues and activities.

Mayor Dawn Ramsey had family in town recently and they were able to visit Mulligans, her grandkids loved golfing there. Representative Burgess Owens came for a visit, bringing his team to meet with the Larry H. Miller Real Estate Development Team in Daybreak, to talk about transit and the needs our city has. She thanked Representative Owens for his work on our behalf and the success seen through his combined efforts with the city. She attended the End of Summer Bash and noted that according to the head of LIVE Daybreak there were at least 8000 people; she also thanked the city staff who were there helping. This was the first time South Jordan has partnered with LIVE Daybreak on this event, and she really appreciated the city logo being used in the drone show. She talked about the splash pad being down and the repairs needed to bring it back online, thanking staff for their hard work during the huge storm.

F. Public Comment

Mayor Ramsey opened the public comment portion of the meeting. There were no comments and she closed the public comment portion of the meeting.

G. Presentation Items

G.1. Oath of Office of the Assistant City Manager, Jason Rasmussen. *(By City Recorder Anna Crookston)*

G.2. Oath of Office of the Director of Public Works, Raymond Garrison. *(By City Recorder Anna Crookston)*

G.3. Oath of Office of the Deputy Police Chief, Rob Hansen. *(By City Recorder Anna Crookston)*

H. Action Item

H.1. Resolution R2023-40, Adopting an amended City-Wide Policy 110-02, Drone Operation. *(By Assistant City Manager Jason Rasmussen)*

Assistant City Manager Jason Rasmussen reviewed background information from the Council Report.

Council Member Shelton asked if the city regulates private use of drones.

Manager Rasmussen responded no. There are some regulations regarding city owned public spaces, but the FAA provides the guidelines and restrictions for drone operations.

Council Member Zander discussed that this is only for city employees using drones, and noted that a few years ago the city established a rule prohibiting drone use at city parks. She asked who a resident would contact if someone was being harassed by a drone.

City Attorney Ryan Loose responded that it depends on the situation, but it could be a trespass. As you get to higher altitudes that is regulated by the FAA and has much stricter requirements.

Mayor Ramsey shared an instance where she got to see one of the city drones in action over a house fire a few years ago, and the operators were able to share what they were doing with her, including explaining how they found hotspots inside the house that were unidentifiable from the outside.

City Manager Dustin Lewis explained that our city's program is a group effort, and the different departments are able to work together without needing a separate drone. If there is no one available who is qualified to fly a drone for a specific incident, another operator from another department can step in and do it in their place since all the operators train together.

Council Member McGuire motioned to approve Resolution R2023-40, Adopting an amended City-Wide Policy regarding Drone Operation. Council Member Zander seconded the motion; vote was unanimous in favor.

I. SoJo Townhomes Land Use Items

I.1. Presentation on Resolution R2023-25 and Zoning Ordinance 2023-03-Z. all related to SJC Townhomes proposed development; Brian Adams on behalf of J.L. Salt Construction, Inc. DBA Dream Home Builders (Applicant). *(By Director of Planning Steven Schaefermeyer)*

Director Schaefermeyer reviewed background information from the Council Report and his prepared presentation (Attachment A).

Brian Adams (Applicant) – had nothing to add to Director Schaefermeyer's report.

I.2. Resolution R2023-25 public hearing.

Mayor Ramsey opened the public hearing for comments.

Tom Humanik (Resident) – I think those changes are good compared to last time. One of the concerns I have is the cars that will be parked along Beckstead Lane. When you go from 10600 South from north to south, there is no place to park until you get to where this development starts. It has always been that way, it is an open field. Our concern again is the parking that will go along this street, on either side, from this development. I would hope that maybe there is

something in there that would prevent the cars that pile up on the outside of it. That is our main concern, the traffic and the cars parked along the road as a hazard.

Chris Rawlins (Lehi Resident – owner of adjacent land) – Honestly, my wife and I are excited about the prospect of moving here and generally we are supportive of this project. Maybe some would say that it would be better for us to live next to single family homes, but we would rather live next to townhomes than warehouses and these are the types of homes that are starter homes in Utah now; we understand the need for them and the city's desire to have them. As I have followed the process I deeply appreciate Director Schaefermeyer who has been very responsive as I've had questions and I think that a lot of the changes that have been made, as we've gone through the process, have been fantastic. If we had our preference, the one thing I would say is in going from the study meeting to here, a unit got put back in. I understand that the gap in-between should have been taken out, and I agree, but again if we had our preference we would take out Unit 14 which is the closest one to our lot. That would allow them to put additional parking there, though we do appreciate the developer moving the buildings on the north a little bit further away from us. Another concern was privacy. I spoke with Mr. Adams before the meeting and he is pretty sure there are no rooftop decks on the end units, which would peer into our backyard, which we appreciate if that change was in fact done. I am a little concerned with the parking on the street, as well as the previous speaker, but I understand it is a public street. Knowing that part of the application is the residents being able to use the business parking will hopefully resolve a lot of that concern, as that would be more convenient parking for these residents.

Mayor Ramsey closed the public hearing.

I.3. Zoning Ordinance 2023-03-Z public hearing.

Mayor Ramsey opened the public hearing for comments. There were no comments and the hearing was closed.

I.4. Resolution R2023-25, Authorizing the City and the Developer to enter into a Development Agreement pertaining to the development of the property located at 11147 S. Redwood Road.

Council Member Zander asked for more details on the amended tot lot space.

Justin Jones (Applicant) responded that he believes everything was offset about five feet in every direction, making it 10 feet wider in each direction.

Council Member Zander asked about the nine foot easement on the north and concerns for privacy brought up during public comment.

Director Schaefermeyer responded that Mr. Rawlins' property is to the south, the house there does not exist yet but the intent is to build it in the future. The townhomes are 21 feet on the north side from the property line, and on the west side they are 10 feet away from the property.

Council Member Zander asked to talk about the mason wall on the north, where the neighbors on the other side are very close; are they requiring trees there to help with privacy to the neighbors on the north.

Director Schaefermeyer responded there will be trees and bushes, and they are putting boulders at the “T” of the alleyways as well.

Council Member Shelton asked about the soft surface sidewalk materials.

Mr. Adams responded he believes it is a commonly used material that is a small, fine, compacted material that tends to stay where you put it; it is not gravel, but similar to what would be used on a high school track.

Council Member Marlor motioned to approve Resolution R2023-25, Authorizing the City and the Developer to enter into a Development Agreement at the address indicated above. Council Member Zander seconded the motion. Roll Call Vote was 5-0, unanimous in favor.

I.5. Resolution 2023-03-Z, Rezoning property located at 11147 S. Redwood Road from A-5 (Agricultural) and R-2.5 (Single-Family Residential) Zones to R-M-PD (Residential-Multiple-Planned Development Floating) Zone; Brian Adams on behalf of J.L. Salt Construction, Inc. DBA Dream Home Builders (Applicant).

Council Member Shelton motioned to approve Resolution 2023-03-Z, Rezoning property at the address above from A-5 and R-2.5 Zones to R-M-P-PD Zone. Council Member Marlor seconded the motion.

Council Member Harris noted that with this being his district he wanted to take a moment to thank all the residents who have shown up and/or contacted him to discuss the issues. There were a number of issues addressed and he wanted to thank the council for not just accepting the original proposal, instead taking the time and being willing to go back and work on this.

Roll Call Vote was 5-0; unanimous in favor.

J. Staff Reports and Calendaring Items

City Manager Dustin Lewis said the chamber of commerce is looking to host a breakfast with the city council, to give the businesses a chance to chat with them about the great things in the city. He and the council discussed the proposed date and their thoughts.

Public Works Director Raymond Garrison talked about South Jordan City Staff recently having the opportunity to help the City of Draper with their clean-up efforts after the big storms.

City Engineer Brad Klavano discussed an issue brought to him by Council Member McGuire regarding safe walking routes to Aspen Elementary School and parental concerns. He showed a map of the area (Attachment B) and discussed the current options, along with what options they might have.

Mayor Ramsey commented that school boundaries change, and this is a brand new area with residents still settling in. She is meeting with Dr. Godfrey at the end of this month and she offered to bring it up with him to see what his thoughts are. She also announced that this Thursday, at the Regional Growth Committee of the Wasatch Front Regional Council, they are proposing to certify the first Station Area Plan for South Jordan City.

Council Member McGuire motioned to recess the City Council Meeting and move to Executive Closed Session. Council Member Harris seconded the motion; vote was unanimous in favor.

RECESS CITY COUNCIL MEETING AND MOVE TO EXECUTIVE CLOSED SESSION

K. Executive Closed Session

K.1. Discussion of the purchase, exchange, or lease of real property.

Council Member McGuire motioned to adjourn Executive Closed Session and return to the City Council Meeting. Council Member Marlbor seconded the motion; vote was unanimous in favor.

RECESS EXECUTIVE CLOSED SESSION AND RETURN TO CITY COUNCIL MEETING

Council Member Zander motioned to adjourn the City Council Meeting. Council Member McGuire seconded the motion; vote was unanimous in favor.

ADJOURNMENT

The August 15, 2023 City Council Meeting adjourned at 9:13 p.m.

Memo

TO: City Council
CC: Shane Greenwood, Supervising
Senior Engineer

DATE: September 19, 2023

SUBJECT: Merit Medical West Campus -
Amended Development Agreement

FROM: Damir Drozdek, Planner III

The City Council approved a development agreement between the City and Merit Medical Systems, Inc. on August 20, 2019 (the “Agreement”). The Agreement outlines the scope of future development of the Merit-owned properties along Redwood Road and Shields Lane, and the application of the Planned Development Floating Zone and underlying mixed use and professional office zoning assigned to the properties. In addition, the Agreement outlines various development requirements such as height limitations, fencing, landscaping, buffering of adjacent uses and other design and development requirements.

Merit Medical proposes to amend the Agreement as it pertains to the West Campus, which is located on the southwest corner of Redwood Road and Shields Lane (aka “Merit Farms”). The property is approximately 11.5 acres. It is zoned Redwood Road Mixed Use – Research and Development (Planned Development) (“MU-R&D (PD)”).

The proposed amendment changes the exhibits of the Agreement to show an updated vision of the West Campus. The proposed amendment does not change the zoning or any of the allowed uses, various development requirements and other obligations listed in Section 4 of the Agreement. The proposed changes to the West Campus plan shown on the amended exhibits are a single-story distribution center instead of a large two-story building and daycare building.


Other changes shown on the amended exhibit include:

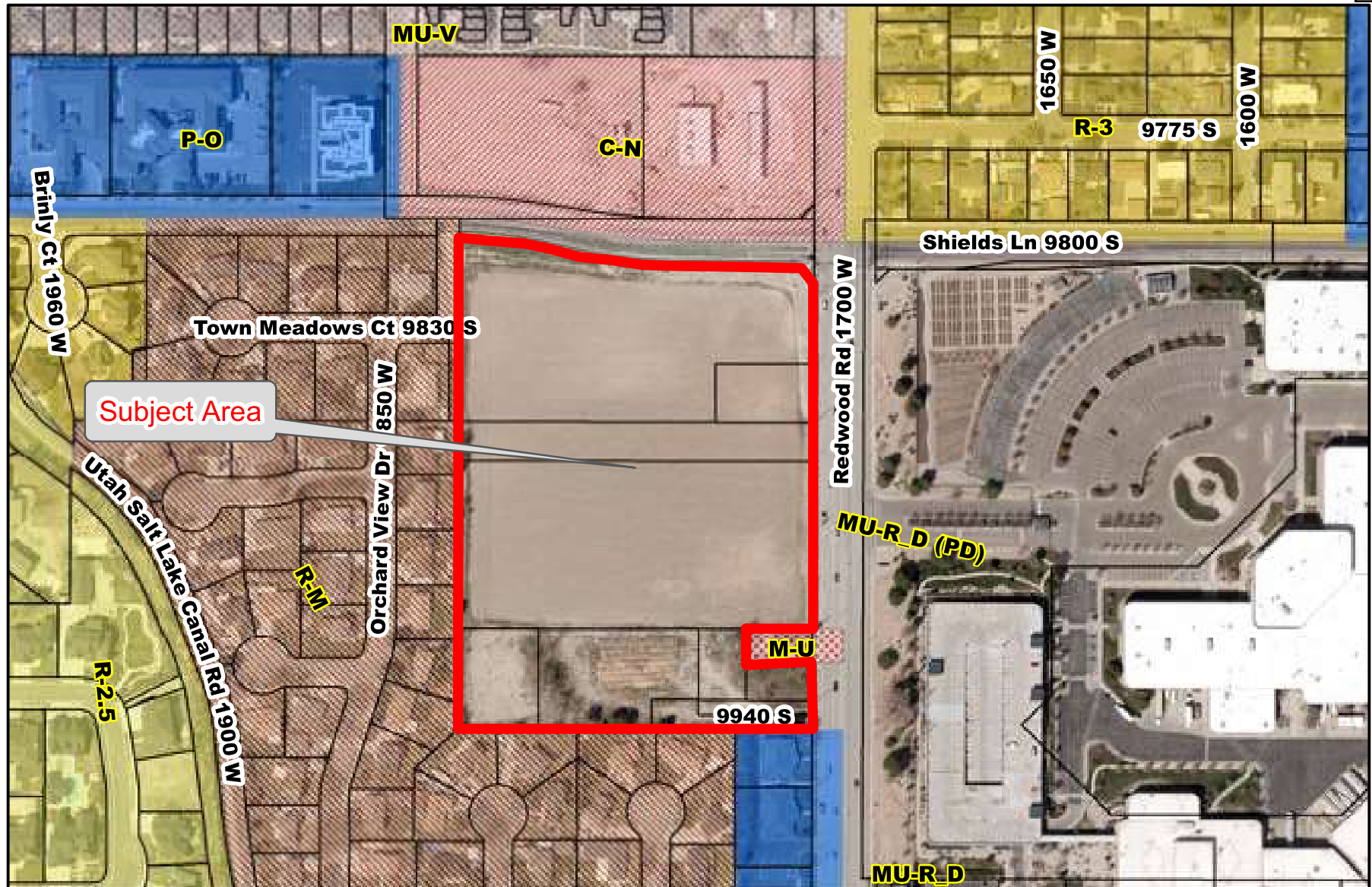
- The overall parking stalls decreasing significantly from 416 to 120 because the new building has less square footage than the two buildings on the previous plan, will have fewer visitors (e.g. no drop off and pick up at a daycare), and also requires many fewer employees to operate the uses inside.
- Loading areas will be screened by 12-foot-high sound walls.
- The building is sited closer to Redwood Road (40 foot setback instead of 100 foot setback) while the north setback will remain as originally proposed. The residential landscape buffer requirement remains 30 feet wide.
- The number of vehicle access drives to Redwood Road is reduced from two to one, and the one access drive off Shields Lane shifts a bit but is otherwise essentially the same as presented in the original plan.


- The amended exhibit also labels a parcel on the northwest corner of the property as being dedicated to the City as a potential future road connection to the adjacent neighborhood. This parcel preserves the opportunity for a connection, but does not require the connection or obligate Merit Medical or the City to build the connection. There is no timeline or requirement for the City to make a decision of if it will or will not build this connection in the future.

Attached to this memorandum are an aerial map, a zoning map, and the proposed amendment to the Agreement (Resolution R2023-37) that includes as an exhibit the original Agreement and the proposed amended exhibits to the Agreement.



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| <p>Legend</p> <p>STREETS</p> <p>PARCELS</p> | <h2>Aerial Map</h2> <h3>City of South Jordan</h3> | <p>0 80 160 320 480 640 Feet</p> <p>Aerial Imagery 2023</p>  |
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| <p>Legend</p> <p>STREETS</p> <p>PARCELS</p> | <h2>Zoning Map</h2> <h3>City of South Jordan</h3> | <p>0 80 160 320 480 640 Feet</p> <p>Aerial Imagery 2023</p>  |
|--|---|---|

RESOLUTION R2023 - 37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO A DEVELOPMENT AGREEMENT DATED AUGUST 20, 2019 PERTAINING TO PROPERTY LOCATED AT 9800 SOUTH AND REDWOOD ROAD

WHEREAS, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (the “City”) and is authorized to enter into development agreements that it considers are necessary and appropriate for the use and development of land within the City; and

WHEREAS, on or about August 20, 2019, the City entered into a development agreement with Merit Medical Systems, Inc., a Utah corporation (the “Developer”) (the “Agreement”); and

WHEREAS, the City and the Developer desire to amend the Agreement to permit changes to the concept plan set forth in the Agreement; and

WHEREAS, the City Council of the City of South Jordan has determined that it is in the best interest of the public health, safety and welfare of the City to authorize the Mayor to sign an amendment to the Agreement, making changes to the concept plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization to sign Amendment to Development Agreement. The City Council hereby authorizes the Mayor to sign the Amendment to the Development Agreement, attached hereto as Exhibit 1.

SECTION 2. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

SECTION 3. Effective Date. This Resolution shall become effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

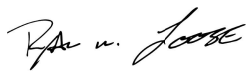
**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2023 BY THE FOLLOWING VOTE:**

| | YES | NO | ABSTAIN | ABSENT |
|----------------|-------|-------|---------|--------|
| Patrick Harris | _____ | _____ | _____ | _____ |
| Bradley Marlor | _____ | _____ | _____ | _____ |
| Donald Shelton | _____ | _____ | _____ | _____ |
| Tamara Zander | _____ | _____ | _____ | _____ |
| Jason McGuire | _____ | _____ | _____ | _____ |

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:



Office of the City Attorney

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“Amendment”) is to amend the Development Agreement between the City of South Jordan (the “City”) and Merit Medical Systems, Inc., a Utah corporation (the “Developer”) (“Agreement”) dated August 20, 2019, a copy of which is attached hereto as Exhibit “A.”

The 2019 Agreement between the City and Developer includes a “concept plan” attached as Exhibit “B” to the Agreement. The purpose of this Amendment is to substitute a revised concept plan as a new Exhibit “B,” entirely replacing the Exhibit “B” originally incorporated in the Agreement.

Accordingly, the City and Developer hereby agree that the concept plan, attached hereto as Exhibit “B,” shall replace in its entirety the concept plan originally attached as Exhibit “B” to the 2019 Agreement. As reflected in the changed concept plan, the primary change concerns the change of use of the “west campus” property. However, the City and the Developer agree that the changes reflected in the concept plan, attached hereto as Exhibit “B,” do not require a rezone of the property. All other provisions of the August 20, 2019 Agreement shall remain in force and unchanged.

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the day and year written above.

[SIGNATURE PAGE FOLLOWS]

CITY OF SOUTH JORDAN,
A Utah municipal corporation



Title: City Attorney

Date: September, 15, 2023

APPROVED AS TO FORM:

Attorney for City of South Jordan

State of Utah)
:ss
County of Salt Lake)

On this _____ day of _____, 20_____, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said signatory acknowledged to me that the City executed the same.

Witness my hand and official seal.

Notary Public

MERIT MEDICAL SYSTEMS, INC.,
A Utah Corporation

Title: _____
Date: _____

State of Utah)
:ss
County of Salt Lake)

On this _____ day of _____, 20_____, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said signatory acknowledged to me that the City executed the same.

Witness my hand and official seal.

Notary Public



Contract Review and Approval

Contract Title/Description: Development Agreement

Contractor/Vendor: Merit Medical Systems, Inc.
 Contract Begin Date: 08-20-2019 Approved at City Council R2019-35
 Contract End Date: _____
 Account Number: _____
 Contract Price: _____

Approved as to:

Content:

Brad Sanderson 8/20/2019
 Owner / Project Manager Date

Bid Summary Included: Yes ☐ N/A ☐ Emergency exception Document attached ☐

Payment remittance required Yes ☐ N/A ☐

Department Director:

 Name Date

Form:

Todd Sheeran 8/20/2019
 Attorney for the City Date

Budget:

 Finance Officer Date

Office of CM:

 Strategic Services Director Date

Assistant City Manager:

 ACM Date

Original Received:

City Recorder:

Anna M. West 8.20.2019
 City Recorder Date

Contract Number:

2019 - 0208

Retention:

20-7 Permanent Retention

Update April 2018

RESOLUTION R2019-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE PROPERTY APPROXIMATELY LOCATED AT 9800 SOUTH AND REDWOOD ROAD.

WHEREAS, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (the "City") and is authorized to enter into development agreements that it considers are necessary or appropriate for the use and development of land within the City pursuant to Utah Code § 10-9a-102, *et seq.*; and

WHEREAS, the City has entered into development agreements from time to time as the City has deemed necessary for the orderly development of the City; and

WHEREAS, the Developer now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property located at approximately 9800 South and Redwood Road (the "Property"); and

WHEREAS, the City Council of the City of South Jordan (the "City Council") has determined that it is in the best interest of the public health, safety, and welfare of City to enter into a development agreement for the orderly development of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization to Sign Development Agreement. The City Council hereby authorizes the Mayor to sign the Development Agreement, attached hereto as **Exhibit 1**.

SECTION 2. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

SECTION 3. Effective Date. This Resolution shall become effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

13058308
08/23/2019 02:15 PM \$0.00
Book - 10820 Pg - 2377-2428
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: SSA, DEPUTY - WI 52 P.

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS 20 DAY OF August, 2019 BY THE FOLLOWING VOTE:

YES NO ABSTAIN ABSENT

Patrick Harris
Bradley Marlor
Donald Shelton
Tamara Zander
Jason McGuire

| | | | |
|----------|-------|-------|-------|
| <u>X</u> | _____ | _____ | _____ |
| <u>X</u> | _____ | _____ | _____ |
| <u>X</u> | _____ | _____ | _____ |
| <u>X</u> | _____ | _____ | _____ |
| <u>X</u> | _____ | _____ | _____ |

Mayor:

Dawn R. Ramsey
Dawn R. Ramsey

Attest:

Anna M. Weiss
City Recorder

Approved as to form:

[Signature]
Office of the City Attorney



EXHIBIT 1

(Development Agreement)

After recording, please send to:

City of South Jordan
Attn: City Recorder
1600 West Towne Center Drive
South Jordan, Utah 84095

Affected Parcel No(s): 27104010140000, 27104010270000, 27104010190000, 27104010260000, 27104020010000, 27103770010000, 27103770290000, 27103770030000, 27103270420000, 27103270100000, 27103270110000, 27103270120000, 27103270370000, 27103270380000, 27103270150000, 27103270170000, 27103270180000, 27103270190000, 27104530630000

DEVELOPMENT AGREEMENT

The City of South Jordan, a Utah municipal corporation (the “City”), and Merit Medical Systems, Inc., a Utah corporation (“the Developer”), enter into this Development Agreement (this “Agreement”) and agree as set forth below. This Agreement shall become effective (the “Effective Date”) upon the date this Agreement is signed by both parties. The City and the Developer are jointly referred to as the “Parties”.

RECITALS

WHEREAS, the Developer is the owner of certain real property identified in attached **Exhibit A** (the “Property”) and intends to develop the Property consistent with the Concept Plan attached as **Exhibit B** which has been approved by the City (the “Concept Plan”); and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and (2) the South Jordan City Municipal Code (the “City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, the City has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement; and

WHEREAS, the Property is currently subject to the Planning and Land Use Ordinance of South Jordan City; and

WHEREAS, the Developer desires to make improvements to the Property in conformity with this Agreement and desires a zone change on the Property from its current zoning to Redwood Road Mixed Use-Research and Development Zone (MU-R&D) with the Planned Development (PD) Floating Zone (MU-R&D-PD Zone). A copy of the provisions of the MU-R&D-PD Zone designation in the South Jordan City Code is attached as **Exhibit C**; and

WHEREAS, the Developer and the City acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties; and

WHEREAS, the City has determined that the proposed development contains features which advance the policies goals and objectives of the South Jordan City General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of the City, or contribute to capital

improvements which substantially benefit the City and will result in planning and economic benefits to the City and its citizens; and

WHEREAS, this Agreement shall only be valid upon approval of such by the South Jordan City Council, pursuant to Resolution R2019-35 a copy of which is attached as **Exhibit D**; and

WHEREAS, the City and the Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the South Jordan City Council, in its sole legislative discretion, approves a zone change for the Property to MU-R&D-PD Zone.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained set forth herein, the Parties agree as follows:

TERMS

1. **Recitals; Definitions.** The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Planning and Land Use Ordinance of South Jordan City.

2. **Enforceability.** The City and the Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Developer relative to the Property shall vest, only if the South Jordan City Council in its sole legislative discretion approves a zone change for the Property to the MU-R&D-PD Zone on or before the date hereof.

3. **Conflicting Terms.** The Property shall be developed in accordance with the requirements and benefits provided for in relation to MU-R&D-PD Zone as of the Effective Date. In the event of a discrepancy between the requirements of the City Code including the MU-R&D-PD Zone, and this Agreement, this Agreement shall control. This Agreement shall supersede the “South Campus” development agreement recorded as entry 12796526, book 10686, pages 5245-5274.

4. **Developer Obligations.**

a. Concept Plan. The Developer shall have the right to construct the development consistent with the Concept Plan and Master Development Plan as set forth in this Agreement and the City Code.

b. Uses.

i. Residential uses are prohibited on the Property.

ii. The following uses, as defined by City Code § 17.18.060 are permitted uses: Assembly, Daycare, Fabrication, Medical/dental office or clinic, Office, Professional services, Restaurant (no drive-thru), and Wholesale and warehouse.

c. Streets and Park Strips. An eight-foot-wide sidewalk is required for new construction along Redwood Road (e.g., existing sidewalks will not be required to be modified unless they are associated with new construction). Park strips shall be a minimum 12-foot-wide and shall be landscaped and maintained with grass or water conserving (water-wise)

landscaping as recommended by the Director of Planning and as approved by the Planning Commission. The Developer shall plant park strip street trees that are spaced every 40 to 45 feet. Exceptions to sidewalk and park strip improvements may be considered and approved by the City Manager.

d. **Fencing.** In addition to the fencing required by the City Code and this Agreement, the Developer may construct fencing between buildings and streets. If fencing is located between a building and a street it shall be set back at least 15 feet from the street right-of-way and shall be a non-sight-obscuring fence made of decorative wrought iron or simulated wrought iron material.

e. **Buffering.**

i. Adjoining residential uses or zones shall be buffered by a landscaped area that is at least 20 feet wide. This landscape buffer area shall include a 50/50 mixture of deciduous and non-deciduous trees. Trees shall be placed parallel to residential property lines and spaced evenly to create a continuous canopy along property lines. The Developer shall work with the Planning Department to obtain its recommendation of approval to the Planning Commission.

ii. All exterior lighting shall be directed and shielded downward to minimize outward glare toward adjacent residential properties. Illuminated signage, other than for safety purposes, is prohibited within 100 feet of residential property lines.

iii. At the commencement of construction of each site plan, the Developer shall install a six-foot-tall decorative masonry fence with equal treatment on both sides of the fence (e.g. stain and sealant) along residential property lines that are adjacent to the site plan area. The Developer may increase the height of the masonry fence up to eight feet tall if approved by the Planning Commission as part of site plan approval.

iv. New dumpster enclosures are prohibited within 100 feet of a residential property line.

f. **Architecture.**

i. Decorative accents and trim made of other materials are permitted based on a positive recommendation from the City's Architectural Review Committee (the "ARC") to the Planning Commission. All building facades shall include architectural relief features that are spaced a minimum of every 60 linear feet. Building facades that do not face a street are not required to have an architectural relief spaced every 60 linear feet if approved by the ARC based on the variety of materials, colors and textures; and the placement of awnings, overhangs, landscaping, or other features that in the opinion of the ARC visually break up large blank walls.

ii. Exterior concrete walls may be painted if high-quality paint is used and reapplied periodically based on manufacturer specifications.

iii. **Building Height.** Buildings shall not be taller than 65 feet as measured from the average point of existing grade at the nearest portion of the property line adjacent to the Buildings at the time of construction to the top of a building's roof surface or parapet wall. Further, the building height shall not exceed a graduating height envelope, which is defined as a vertical plane from the property line to a height of ten feet and then slanting away from a residential zone at a 45 degree angle. Exhibit E further illustrates this building height restriction and is incorporated herein.

g. **Hours of Operation.** For the existing South Campus property (as shown in Exhibit F) only, all pick up and deliveries, including waste pick up, are restricted to occur between the hours of 7:00 a.m. and 10:00 p.m.

h. **Operations Plan.**

i. The purpose of an operations plan is to identify the potential sound, vibration, light, glare, odor, crime, access, traffic, hazardous materials, fire, and environmental impacts generated by a use based on the operational nature, scale, or practices of the use.

ii. The Developer shall submit an operations plan to the City Engineer with each site plan submittal which will be binding on the property during the term of this Agreement. The Planning Commission may only approve the site plan if the City Engineer approves the operations plan.

iii. An operations plan shall include the following information, if applicable:

- 1) date of commencement of operations;
- 2) proposed hours and days of operation;
- 3) a general description of the operation;
- 4) a projection of the number of persons on site (e.g., employees and customers);
- 5) types of accessory uses anticipated;
- 6) hazardous materials to be used or produced on site; and
- 7) all other relevant information to describe the nature, scale, and practices of the establishment.

i. **Sound Study.**

i. The purpose of a sound study is to determine the potential for detrimental effects from sound generated by the proposed use.

ii. Based on the operations plan for each site plan, the City Engineer has the discretion to commission a sound study at the Developer's expense both before and after construction. The sound study must be prepared by a member of a national acoustical association (i.e., National Council of Acoustical Consultants, Acoustical Society of America, or Institute of Noise Control Engineering) or an expert consultant with demonstrated experience and capacity as determined by the City Engineer. The sound study shall include information and a recommendation as to compliance with Salt Lake County health department and City noise regulations as of the date of the time of application.

j. **Traffic Study.**

i. The purpose of a traffic study is to identify the extent of traffic impacts generated by a use on transportation system capacity, level of service, and safety.

ii. Based on the operations plan for each site plan, the City Engineer has the discretion to commission a traffic study from a licensed professional engineer at the Developer's expense. The fee for the traffic study shall be paid prior to the commencement of the study. The City Engineer may require changes to the site plan prior to construction to mitigate materially adverse impacts beyond those typically allowed by the Zone, identified by the traffic study.

k. **Minor Changes.** The Director of Planning, after conferring with the City Manager, may approve minor modifications to the Developer Obligations in this Section which are necessary or advantageous in facilitating more desirable function and aesthetics of the Project.

5. **City Obligations.**

a. **Development Review.** The City shall review development of the Property in a timely manner, consistent with the City's routine development review practices and in accordance with all applicable laws and regulations.

6. **Vested Rights and Reserved Legislative Powers.**

a. **Vested Rights.** Consistent with the terms and conditions of this Agreement, City agrees Developer has the vested right to develop and construct the Property in accordance with: (i) the MU-R&D Zone (Exhibit C); (ii) the City Code in effect as of the Effective Date and; (iii) the terms of this Agreement.

b. **Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property

shall be of general application to all development activity in the City and Salt Lake County (the "County"); and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. The notice required by this paragraph shall be that public notice published by the City as required by State statute

7. **Term.** This Agreement shall be effective as of the date of recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this agreement shall not extend further than a period of 10 years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

8. **General Provisions.**

a. **Notices.** All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective:

If to City: City of South Jordan
Attn: City Recorder
1600 West Towne Center Drive
South Jordan, Utah 84095

If to Developer: Merit Medical Systems, Inc.
Attn: Chief Legal Officer
1600 W Merit Parkway
South Jordan, UT 84095

b. **Mailing Effective.** Notices given by mail shall be deemed delivered 72 hours following deposit with the U.S. Postal Service in the manner set forth above.

c. **No Waiver.** Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

d. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision this Agreement.

e. **Authority.** The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have

been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developer represents to the City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of the Agreement as of the Effective Date.

f. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

g. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

h. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

i. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

j. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.

k. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

l. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

m. No Third Party Rights. The obligations of the Developer and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

n. Assignment. Developer may freely assign this Agreement, in which case the assignor or successor-in-interest shall be fully liable under this Agreement and Developer shall be deemed released of its obligations in connection with this Agreement; provided, however, that Developer shall provide the City with notice of the assignment of this Agreement within a reasonable time after the occurrence of such assignment.

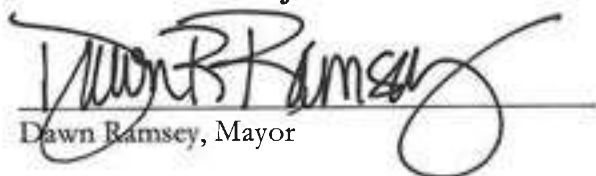
o. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

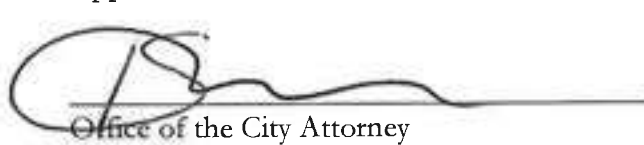
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

CITY OF SOUTH JORDAN

Approved as to form:


 Dawn Ramsey, Mayor


 Office of the City Attorney

State of Utah)
)ss
 County of Salt Lake)

On this 20 day of August, 20 19, personally appeared before me Dawn Ramsey, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Mayor, of the City of South Jordan, a Utah municipal corporation, and said document was signed by him in behalf of said municipal corporation by authority of the South Jordan City Code by a Resolution of the South Jordan City Council, and he acknowledged to me that said municipal corporation executed the same.


 Notary Public



MERIT MEDICAL SYSTEMS, INC.


 By: FRED Lampropoulos
 Its Chairman and CEO

State of Utah)
)ss.
 County of Salt Lake)

The foregoing instrument was acknowledged before me this 13 day of AUGUST, 20 19, by Fred Lampropoulos (name), its Chairman and CEO (title) of Merit Medical Systems, Inc. (entity).




 Notary Public
 my commission expires: OCT. 17, 2021

Exhibit A

(Affected Property)

MAIN CAMPUS PARCEL NUMBERS

27104010140000
27104010270000
27104010190000
27104010260000
27104020010000

SOUTH CAMPUS PARCELS NUMBERS

27103770010000
27103770290000
27103770030000

WEST CAMPUS PARCELS NUMBERS

27103270420000
27103270100000
27103270110000
27103270120000
27103270370000
27103270380000
27103270150000
27103270170000
27103270180000
27103270190000

REUNION PROPERTY PARCEL NUMBERS

27104530630000

Exhibit B
(Concept Plan)



Exhibit A to First Amendment to Development Agreement



Exhibit A to First Amendment to Development Agreement



Exhibit A to First Amendment to Development Agreement



Exhibit A to First Amendment to Development Agreement



Exhibit A to First Amendment to Development Agreement



MERIT MEDICAL FUTURE ZONING

APRIL 2019



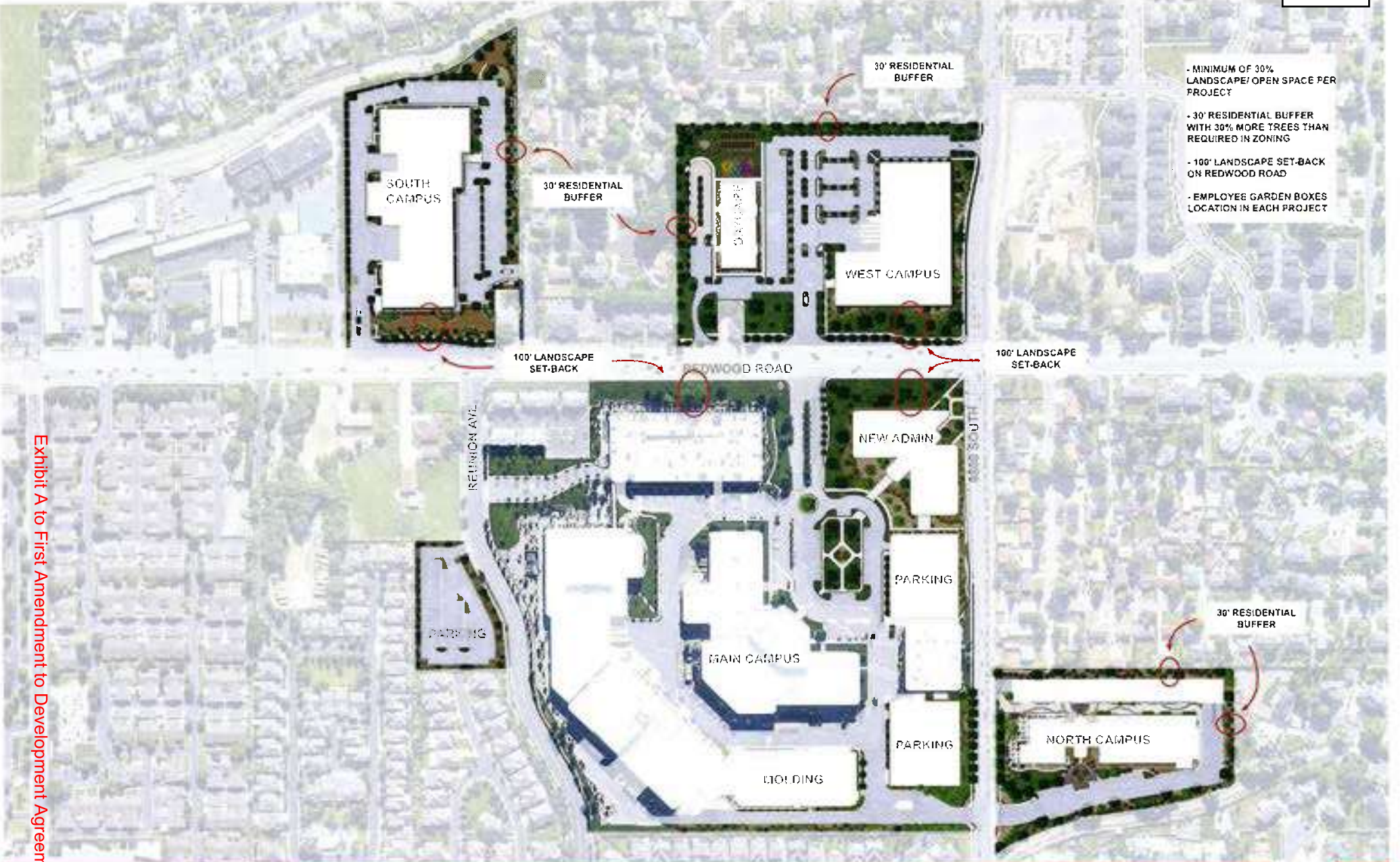




Exhibit A to First Amendment to Development Agreement



Exhibit A to First Amendment to Development Agreement



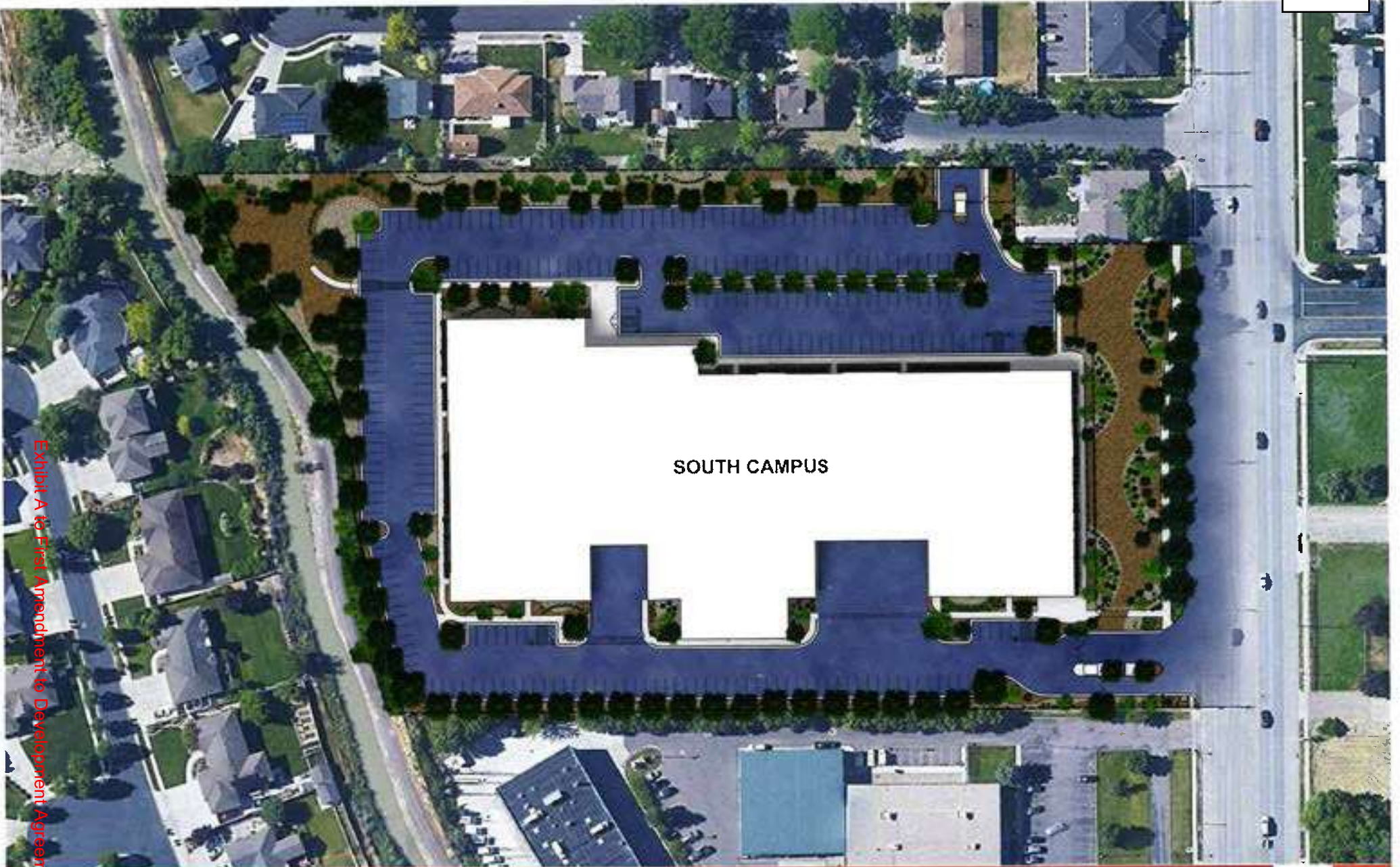


Exhibit A to First Amendment to Development Agreement



MERIT MEDICAL SOUTH CAMPUS

JULY 2019





Project Details

| | |
|--|-----------------------------|
| Total Building Area- | 113,785 sq.ft. |
| Total Site Area- | 385,457 sq.ft. / 8.8 Acres |
| Total Stalls Provided- | 227 |
| Total Landscaping Area- | 106,146 sq.ft. / 2.44 Acres |
| Building Distance To North Lot Line- | 130 feet |
| Building Distance From South Lot Line- | 100 Feet |

- NEW BUILDING TO MATCH EXISTING MAIN CAMPUS
- MINIMUM 30'-0" LANDSCAPE BUFFER TO RESIDENTIAL
- VERY MINIMAL LIGHT INTRUSION TO NEIGHBORS
- MECHANICAL UNITS SCREENED
- SECURITY PROVIDED



MERIT MEDICAL SOUTH CAMPUS

JULY 2019





Exhibit A to First Amendment to Development Agreement

MATERIAL TYPES










- 1  STIPPLED BEIGE, ON EXTERIOR WALLS AND CURBS TO MATCH EXISTING BUILDINGS
- 2  PAINTED TILT-UP CONCRETE PANEL, SHERWIN WILLIAMS 6072 VERSATILE GRAY
- 3  PAINTED TILT-UP CONCRETE PANEL WITH FLUTED FORMLINER, SHERWIN WILLIAMS 6074 SPALDING GRAY
- 4  EXPOSED CONCRETE SURFACE, SEALED FINISH FOR PARKING STRUCTURE
- 5  PRECAST CONCRETE PANELS FOR ADMINISTRATION FACADE
- 6  SUPERNEUTRAL LOW-E GRAY GUARDIAN GLASS
- 7  DARK BRONZE EXTERIOR BREAK METAL AND WINDOW FRAMES
- 8  PASSIVALD A360 STAINLESS STEEL RAILINGS
- 9  KALWALL ROOFING OVER BRIDGES

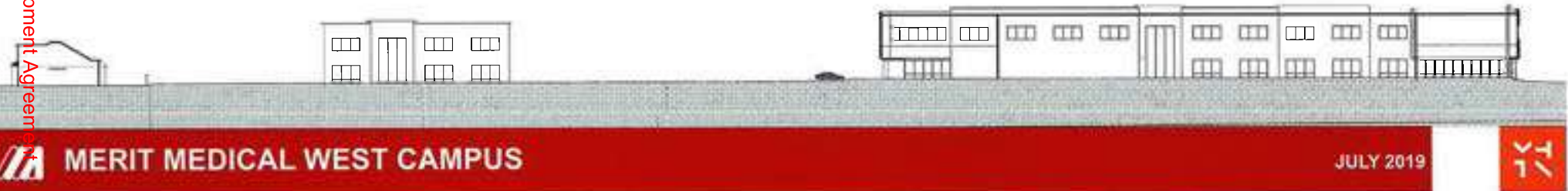


Exhibit A to First Amendment to Development Agreement

Project Details

| | |
|--|-----------------------------|
| Total Building Area- | 250,00 sq.ft. |
| Total Site Area- | 1,600,958 sq.ft. / 11 Acres |
| Total Stalls Provided- | 416 |
| Total Landscaping Area- | 175,748 sq.ft. / 4 Acres |
| Building Distance To North Lot Line- | 30 feet |
| Building Distance From South Lot Line- | 400 Feet |

- NEW BUILDING TO MATCH EXISTING MAIN CAMPUS
- MINIMUM 30'-0" LANDSCAPE BUFFER TO RESIDENTIAL
- VERY MINIMAL LIGHT INTRUSION TO NEIGHBORS
- MECHANICAL UNITS SCREENED
- SECURITY PROVIDED



MERIT MEDICAL WEST CAMPUS

JULY 2019





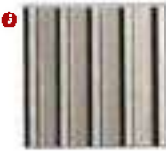
MATERIAL TYPES:



1 STRIPS BEIGE, ON EXTERIOR WALLS AND CORNERS TO MATCH EXISTING BUILDINGS



2 PAINTED TILT-UP CONCRETE PANEL, SHERWIN WILLIAMS 6072 VERSATILE GRAY



3 PAINTED TILT-UP CONCRETE PANEL WITH FLUTED FORMLINER, SHERWIN WILLIAMS 6074 SPALDING GRAY



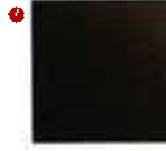
4 EXPOSED CONCRETE SURFACE, SEALED FINISH FOR PARKING STRUCTURE



5 PRECAST CONCRETE PANELS FOR ADMINISTRATION FACADE



6 SUPERNEUTRAL LOW-E GRAY GUARDIAN GLASS



7 DARK BRONZE EXTERIOR BREAK METAL AND WINDOW FRAMES



8 PASSIVAED A360 STAINLESS STEEL RAILINGS



9 KALWALL ROOFING OVER BRIDGES



MERIT MEDICAL WEST CAMPUS MATERIAL BOARD

APRIL 2019



Exhibit A to First Amendment to Development Agreement

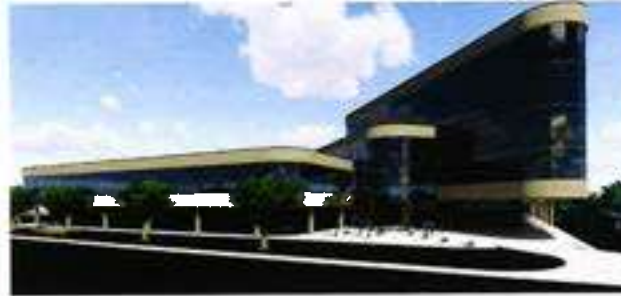


Exhibit A to First Amendment to Development Agreement

Project Details

| | |
|---|----------------------------|
| Total Building Area- | 100,000 sq.ft. |
| Total Site Area- | 200,000 sq.ft. / 4.5 Acres |
| Total Stalls Provided- | 500 |
| Total Landscaping Area- | 90,000 sq.ft. / 2 Acres |
| Building Distance To North Lot Line- | 30 feet |
| Building Distance From South Lot Line- | 100 Feet |

- NEW BUILDING TO MATCH EXISTING MAIN CAMPUS
- VERY MINIMAL LIGHT INTRUSION TO NEIGHBORS
- MECHANICAL UNITS SCREENED
- CAMPUS SECURITY
- GRADUATED BUILDING HEIGHT





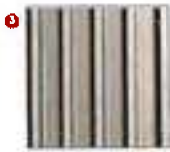
MATERIAL TYPES:



1. STAINLESS STEEL ON CURVED WALLS AND CORNERS TO MATCH EXISTING BUILDINGS



2. PAINTED TILT UP CONCRETE PANELS, SHIRAZ WHITE, 6022 VERSATEL 2 GRAY



3. PAINTED TILT UP CONCRETE PANELS, SHIRAZ WHITE, 6022 VERSATEL 2 GRAY



4. EXPOSED CONCRETE SURFACE, STAINED FINISH FOR PARKING STRUCTURE



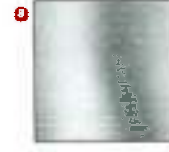
5. PRECAST CONCRETE PANELS FOR ADMINISTRATION FACADE



6. SUPERNEUTRAL TINTED GRAY GUARDIAN GLASS



7. DARK BRONZE EXTERIOR UNLAKED METAL AND WINDOW FRAMES



8. PASSIVATED A-60 STAINLESS STEEL RAILINGS



9. KALWALL ROOFING OVER BRIDGES



MERIT MEDICAL ADMINISTRATION MATERIAL BOARD

APRIL 2019





Exhibit A to First Amendment to Development Agreement



MERIT MEDICAL MOLDING EXPANSION

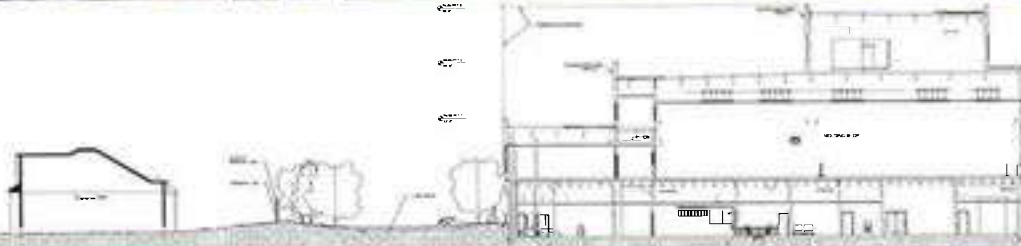
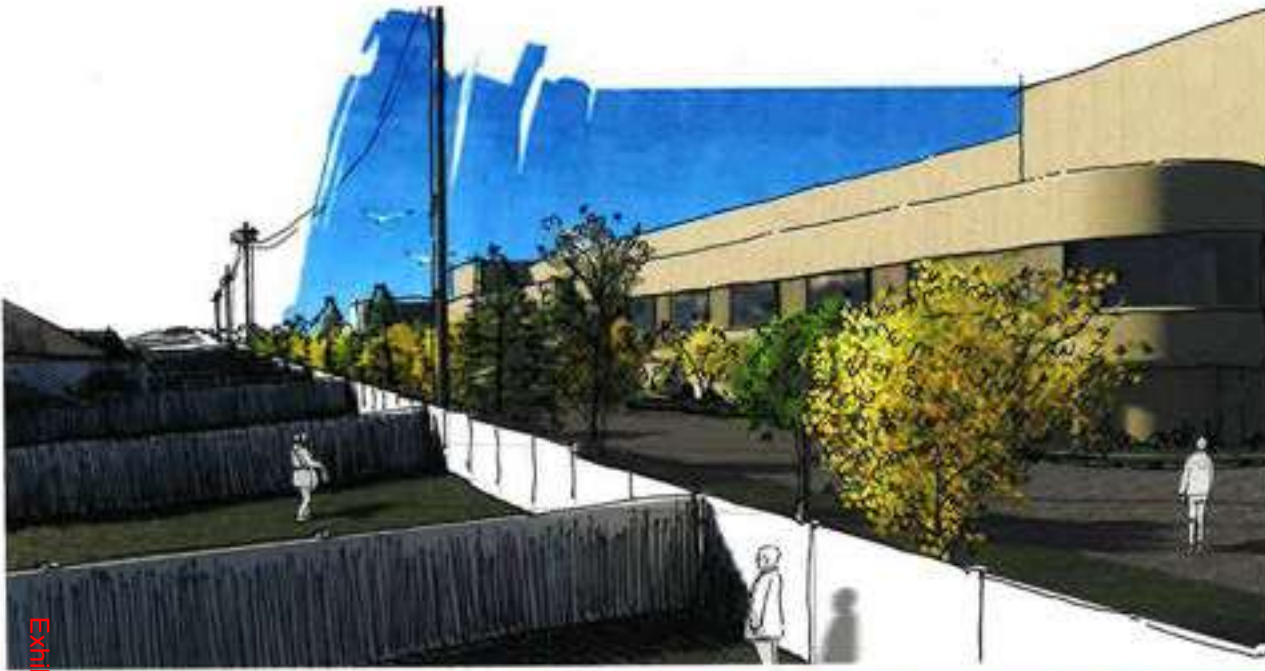
APRIL 2019



Project Details

| | |
|--|----------------------------|
| Total Building Area- | 100,00 sq.ft. |
| Total Site Area- | 200,000 sq.ft. / 4.5 Acres |
| Total Stalls Provided- | 700 |
| Total Landscaping Area- | 40,000 sq.ft. / 1 Acres |
| Building Distance To North Lot Line- | 30 feet |
| Building Distance From South Lot Line- | 70 Feet |

- NEW BUILDING TO MATCH EXISTING MAIN CAMPUS
- MINIMUM 30'-0" LANDSCAPE BUFFER TO RESIDENTIAL
- VERY MINIMAL LIGHT INTRUSION TO NEIGHBORS
- MECHANICAL UNITS SCREENED
- SECURITY PROVIDED
- GRADUATED BUILDING HEIGHT












MERIT MEDICAL MOLDING EXPANSION

APRIL 2019





MATERIAL TYPES:

- 1  STONE OR BRICK ON EXTERIOR WALLS AND CORNERS TO MATCH EXISTING BUILDINGS
- 2  PAINTED FINISH ON CONCRETE PANELS, SEE (B) FOR WALLS, 60/2 VERSA TILE GRAY
- 3  PAINTED FINISH ON CONCRETE PANELS WITH VERTICAL WOOD SLATS, SEE (B) FOR WALLS, 60/2 VERSA TILE GRAY
- 4  EXPOSED CONCRETE SURFACE, SEE (D) FOR EXTERIOR WALLS
- 5  PRECAST CONCRETE PANELS FOR ADMINISTRATION FACADE
- 6  SUPERBRIGHT LOW-IRON GLASS GUARDIAN GLASS
- 7  DARK BRONZE TEXTURED BRASS METAL AND WINDOW FRAMES
- 8  PASSIVATED 304 STAINLESS STEEL BALLS
- 9  METAL RAILING OVER BRIDGES





MATERIAL TYPES:










- | | | | | | | | | |
|--|---|---|---|---|---|---|---|---|
|  |  |  |  |  |  |  |  |  |
| 1 STIPPLED BEIGE, ON EXTERIOR WALLS AND CORNICES TO MATCH EXISTING BUILDINGS | 2 PAINTED TILT-UP CONCRETE PANEL, SHERWIN WILLIAMS 6072 VERSATILE GRAY | 3 PAINTED TILT-UP CONCRETE PANEL WITH FI-TUTED FORMLINER, SHERWIN WILLIAMS 6074 SPALDING GRAY | 4 EXPOSED CONCRETE SURFACE, SEALED FINISH FOR PARKING STRUCTURE | 5 PRECAST CONCRETE PANELS FOR ADMINISTRATION FACADE | 6 SUPERNEUTRAL LOW-E GRAY GUARDIAN GLASS | 7 DARK BRONZE EXTERIOR BREAK METAL AND WINDOW FRAMES | 8 PASSIVATED A360 STAINLESS STEEL RAILINGS | 9 KALWALL ROOFING OVER BRIDGES |



Exhibit C

(Mixed Use-Research and Development Zone Ordinance)

Chapter 17.54 REDWOOD ROAD MIXED USE (MU) ZONES

17.54.010: PURPOSE:
17.54.020: ZONING MAP DESIGNATIONS:
17.54.030: USES:
17.54.040: SITE PLAN/PLAT APPROVAL:
17.54.050: ZONE AND PROJECT AREA:
17.54.060: LOT FRONTAGE, WIDTH AND COVERAGE:
17.54.070: YARD REQUIREMENTS:
17.54.080: OPEN SPACE:
17.54.090: MIXED USE-NORTH GATEWAY (MU-NGATE) ZONE:
17.54.100: MIXED USE-RESEARCH AND DEVELOPMENT (MU-R&D) ZONE:
17.54.110: MU-CITY CENTER (MU-CITY) ZONE:
17.54.120: MU-HISTORIC AND LANDMARK (MU-HIST) ZONE:
17.54.130: MU-COMMUNITY CENTER (MU-COMM) ZONE:
17.54.140: MU-SOUTH CENTER (MU-SOUTH) ZONE:
17.54.150: MU-SOUTH GATEWAY (MU-SGATE) ZONE:
17.54.160: LANDSCAPING:
17.54.170: ARCHITECTURAL STANDARDS:
17.54.180: PARKING AND ACCESS:
17.54.190: FENCING, SCREENING AND CLEAR VISION:
17.54.200: LIGHTING:
17.54.210: OTHER REQUIREMENTS:
17.54.220: MAP:

17.54.010: PURPOSE:

The Redwood Road mixed use (MU) zones are established to implement the land use element of the general plan and the Redwood Road centers map, as amended, which is included for reference in this chapter. The purpose of the MU zones is to establish unique and distinct districts in a succession of nodes along the Redwood Road corridor. These districts are defined by separate classes of uses and development standards which identify the character of the individual districts. The allowed uses and standards applicable to each district are set forth in this chapter and are intended to create a distinctive identity representative of the city's quality of life. The MU zones will encourage orderly, aesthetically pleasing development and a balance of uses while discouraging strip commercial with its attendant congestion, pollution and visual blight. (Ord. 2016-05, 5-3-2016)

17.54.020: ZONING MAP DESIGNATIONS:

The MU zones shall be established according to the boundary of the individual center indicated on the "Redwood Road centers" map and according to the land uses designated on the general plan land use plan map, as adopted or amended by the city council. The MU zones shall be noted as follows on the official zoning map of the city:

| | |
|----------|---|
| MU-Ngate | Mixed use-north gateway zone |
| MU-R&D | Mixed use-research and development zone |
| MU-City | Mixed use-city center zone |
| MU-Hist | Mixed use-historic and landmark zone |
| MU-Comm | Mixed use-community center zone |
| MU-South | Mixed use-south center zone |
| MU-Sgate | Mixed use-south gateway zone |

(Ord. 2016-05, 5-3-2016)

17.54.030: USES:

Uses may be conducted in the MU zones only in accordance with the following regulations:

- A. Only allowed permitted, conditional or accessory uses as set forth in this chapter may be conducted in the MU zones. A conditional use permit must be obtained prior to the establishment of a conditional use. Sexually oriented businesses are prohibited in the MU zones.
- B. All uses established in the MU zones shall be conducted within completely enclosed buildings, except those uses deemed, through conditional use approval, to be customary "outdoor" uses such as recreation, garden nursery, lumberyards or other similar uses.
- C. Accessory uses and buildings are permitted in the MU zones only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, parking areas, utility and loading areas and other buildings and activities which are incidental and subordinate to the permitted or conditional use on the premises. Accessory buildings in residential developments shall meet requirements for residential zones found elsewhere in this title.
- D. There shall be no open storage of trash, debris, used, wrecked or neglected materials, equipment or vehicles in MU zones. No commercial materials, goods or inventory may be stored in open areas in MU zones, except for temporary display items which are removed daily and which may be located only on private property no closer than ten feet (10') from any public right of way. No more than twelve (12) small party balloons and six (6) weatherproof placards, each not exceeding two feet (2') square per business, may be attached to the displays and shall be removed daily with the displays. All other signs and devices are prohibited. Outdoor storage of inventory or products such as firewood, water softener salt, garden supplies and building materials is permitted only in screened areas approved for such purpose with site plan review.
- E. No vehicle, boat or trailer, or parts thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, attended or not, may be parked or stored in MU zones for longer than seventy two (72) hours unless stored within a completely enclosed building or opaque fence enclosure which completely obscures said vehicle or parts from public view. No more than two (2) such vehicles may be so stored on a lot in MU zones. No commercial vehicles such as earthmoving or material handling equipment, semitrucks or trailers or any commercial truck, trailer or vehicle may be stored in MU zones for longer than seventy two (72) hours, except in conjunction with an approved use or approved development or construction activities on the property.
- F. Watercraft, trailers, campers, motor homes and other utility or recreational vehicles shall be stored within lawfully constructed buildings or behind the front line of the main building on the lot or parcel in an MU zone, except that said vehicles may be stored temporarily in front or street side yards for no longer than seventy two (72) hours. Recreational and utility vehicles may be stored permanently in the street side yard of a corner lot only if stored completely behind the front line of the main building and at least eight feet (8') from the street right of way line and if enclosed with a six foot (6') high solid vinyl or masonry fence. Travel trailers, campers and motor homes may not be occupied as living quarters in MU zones, except that a vehicle owned by a guest of the resident may be stored and occupied in the required front yard or side yard of the permanent dwelling for no more than seven (7) days per calendar year.
- G. Home occupations may be licensed in any residence in MU zones according to provisions of chapter 17.98 of this title. Home occupation daycare or schooling not exceeding six (6) attendees may only be allowed with a conditional use permit.
- H. Religious activities may be allowed in MU zones with approval of a conditional use permit. (Ord. 2016-05, 5-3-2016)

17.54.040: SITE PLAN/PLAT APPROVAL:

All uses proposed in the MU zones shall be established in conjunction with an approved conditional use permit, site plan, subdivision plat or condominium map. Procedures and requirements of this title and title 16 of this code concerning site plan, condominium map and plat approval shall be followed in the preparation and review of developments proposed in the MU zones. All uses shall be conducted according to the approved site plan, condominium map or plat and any conditions of approval. Site plans or plats may be altered according to procedures set forth in title 16 of this code. (Ord. 2016-05, 5-3-2016)

17.54.050: ZONE AND PROJECT AREA:

The minimum area of any MU zone shall be five (5) acres. The minimum area of any project in the MU zones shall be five (5) acres. "Project" shall be defined as any residential, commercial, institutional, office or mixed use development for which preliminary plat, map or site plan approval has been proposed or granted. If a project is proposed to be smaller than five (5) acres, a concept plan shall be prepared according to section 16.24.030 of this code with the involvement of the neighboring property owners and submitted for review by the planning commission. The concept plan shall facilitate future coordination of land use, access, parking, landscaping and building placement between the parcel proposed for development and neighboring parcels. The area for which the concept plan shall be prepared will be determined by the community development department but shall include, at a minimum, all parcels within five hundred feet (500') of the subject parcel. After reviewing the concept plan, the planning commission may authorize the developer to proceed with the site plan application according to the concept plan, require modifications to the concept plan before proceeding with the site plan or reject the concept plan. If the applicant proceeds with the site plan application, the concept plan may be considered by the planning commission in

approving or denying the site plan for the project. Any project under five (5) acres in area shall be a conditional use in the MU zones. (Ord. 2016-05, 5-3-2016)

17.54.060: LOT FRONTAGE, WIDTH AND COVERAGE:

- A. No minimum lot width is required for lots in MU zones, except for single-family lots developed to R-2.5 standards which shall have a minimum width of ninety feet (90') measured at the minimum front yard setback at a point which corresponds to the midpoint of the front lot line.
- B. Each lot developed to R-2.5 standards shall abut the right of way line of a public street a minimum distance of ninety feet (90'), except that lots with side property lines which diverge at an angle of at least twenty degrees (20°) shall abut the right of way a minimum distance of fifty feet (50').
- C. All developments not meeting R-2.5 standards shall abut a public street a minimum distance of one hundred fifty feet (150').
- D. Side property lines shall be within five degrees (5°) of perpendicular to the front lot line.
- E. No maximum lot coverage by buildings is required in the MU zones, except for single-family (R-2.5 standards) residential development, in which case the maximum lot coverage shall be forty percent (40%). (Ord. 2016-05, 5-3-2016)

17.54.070: YARD REQUIREMENTS:

The following minimum yard areas are required in the MU zones. The "project perimeter" yard area shall be measured from the exterior boundary of the preliminary plat or site plan. Yard requirements for self-storage facilities shall be determined with development review. Yards indicated as "landscaped" shall be landscaped with lawn, trees, shrubs or other plant material, except for necessary driveways and walkways.

A. Single-family residential (R-2.5 zone standards):

| | | |
|------------------------|----|-------------------|
| Front | 30 | feet (landscaped) |
| Side | 10 | feet |
| Corner lot street side | 30 | feet (landscaped) |
| Collector street side | 35 | feet |
| Rear | 25 | feet |
| Corner lot rear | 10 | feet |
| Collector street rear | 35 | feet |

B. Office and institutional:

| | | |
|---|----|---|
| Front and street side | 20 | feet (landscaped) |
| Project perimeter adjacent to office use | 0 | feet |
| Project perimeter adjacent to retail use | 5 | feet (landscaped) |
| Project perimeter adjacent to multi-family residential use | 10 | feet (landscaped) |
| Project perimeter adjacent to single-family residential or agricultural use | 10 | feet (landscaped) |
| Between buildings | 20 | feet (landscaped, may be partially paved) |

C. Retail:

| | | |
|--|----|-------------------|
| Front and street side | 20 | feet (landscaped) |
| Project perimeter adjacent to office use | 5 | feet (landscaped) |

| | | |
|---|----|-------------------|
| Project perimeter adjacent to retail use | 0 | feet |
| Project perimeter adjacent to multi-family residential use | 10 | feet (landscaped) |
| Project perimeter adjacent to single-family residential use | 15 | feet (landscaped) |
| Between buildings | 0 | feet |

- D. The minimum side and rear landscaped yards for office and retail buildings or structures adjacent to residential or agricultural zones or uses shall be an additional foot for each foot of building height over twenty five feet (25'). The minimum setback from property lines for accessory buildings and structures exceeding twelve feet (12') in height shall be increased by one foot (1') for each foot of height in excess of twelve feet (12'). At least fifty percent (50%) of additional required yard areas shall be landscaped.
- E. Projections into required yard areas shall be regulated according to the respective residential (R-1.8, R-2.5, R-3, R-M), commercial (C-C, C-N), industrial (C-I) and office (P-O) requirements found elsewhere in this title.
- F. Should an adjacent property have a future land use designation that is commercial, office or industrial, the required minimum interior side and/or rear yard may be reduced if approved by the planning commission with site plan review. (Ord. 2016-05, 5-3-2016)

17.54.080: OPEN SPACE:

Open space is landscaped area, including required landscaped yard areas. Open space may include recreational improvements, including sports courts, swimming pools and walking paths. All open spaces shall be preserved and properly maintained by the owners. A perpetual open space easement or common area shall be recorded for developments by an owners' association with power to assess and collect fees for maintenance. Open space requirements for self-storage facilities shall be determined with development review. The following minimum landscaped open spaces shall be provided in the MU zones:

| | |
|--|--------------------------|
| Multi-family residential | 16 percent of gross area |
| Office, plant or institutional | 30 percent of gross area |
| Retail | None |
| Single-family residential (R-2.5 zone standards) | None |

(Ord. 2016-05, 5-3-2016)

17.54.090: MIXED USE-NORTH GATEWAY (MU-NGATE) ZONE:

- A. Purpose: The mixed use-north gateway zone (MU-Ngate) is established to encourage primarily residential development which is representative of the residential character and lifestyle of the city. This zone will serve to identify and distinguish the city at the north boundary on Redwood Road.
- B. Permitted Uses: The following use may be conducted in the MU-Ngate zone:
- Single-family residential development R-2.5 standards.
- C. Conditional Uses: The following uses may be allowed in the MU-Ngate zone with approval of a conditional use permit:
- Active parks, recreation facilities.
 - Group daycare.
 - Medical or dental office.
 - Office or commercial PUD or condominium, minimum five (5) acres.
 - Office service.
 - Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Schools. (Ord. 2016-05, 5-3-2016)

17.54.100: MIXED USE-RESEARCH AND DEVELOPMENT (MU-R&D) ZONE:

A. Purpose: The mixed use-research and development zone (MU-R&D) is established to encourage primarily office, commercial and high tech laboratories and manufacturing development in a well landscaped campus environment. This zone will establish a visible area in the city for business and research facilities which promotes the use, open space and architectural standards of the community.

B. Permitted Uses: The following uses may be conducted in the MU-R&D zone:

Office service.

Research and development facilities.

C. Conditional Uses: The following uses may be allowed in the MU-R&D zone with approval of a conditional use permit:

Group daycare.

High tech light manufacturing, warehousing and distribution.

Office PUD or condominium, minimum five (5) acres.

Offices with customers on the premises.

Project smaller than five (5) acres.

Public or quasi-public uses.

Residential with attached or detached single-family dwellings, not stacked, maximum five (5) units per acre, minimum twenty (20) acres. (Ord. 2016-05, 5-3-2016)

17.54.110: MU-CITY CENTER (MU-CITY) ZONE:

A. Purpose: The mixed use-city center zone (MU-City) is established to provide a centralized retail hub within the 10400 South Redwood Road vicinity. This center will help to meet the routine retail and service needs of local residents and motorists. Development should be geared toward commerce and demonstrate the high architectural standards of the city. "Postmodern" architectural style is encouraged in building design.

B. Permitted Uses: The following uses may be conducted in the MU-City zone:

Health, beauty and fitness services.

Offices with customers on the premises.

Retail uses.

C. Conditional Uses: The following uses may be allowed in the MU-City zone with approval of a conditional use permit:

Active parks, recreation facilities.

Assisted living centers, maximum two (2) stories.

Automotive repairs entirely within enclosed buildings, maximum total of two (2) acres in the MU-City zone (no outside storage of parts, supplies, equipment or damaged vehicles).

Automotive services, including lube, tune up, wash, inspection, tires, mufflers, minor repairs (no outside storage of parts, supplies or equipment).

Banks, credit unions, financial institutions.

Bed and breakfast inn.
 Business services.
 Care centers, maximum two (2) stories.
 Cultural facilities.
 Drive-through facilities for allowed uses.
 Educational and training activities.
 Entertainment, amusement.
 Equipment and appliance light repairs and service enclosed within a building.
 Fast food with no eating accommodations.
 Gas stations, convenience stores.
 Group daycare center.
 Laundry.
 Lumber, building materials and landscaping retail sales yards.
 Office or commercial PUD or condominium, minimum five (5) acres.
 Office service.
 Passive parks.
 Pharmacy.
 Project smaller than five (5) acres.
 Public or quasi-public facilities.
 Restaurants.
 Self-storage facilities, maximum total of three (3) acres in the MU-City zone. (Ord. 2016-05, 5-3-2016)

17.54.120: MU-HISTORIC AND LANDMARK (MU-HIST) ZONE:

- A. Purpose: The Mixed Use-Historic and Landmark Zone (MU-Hist) is established to preserve the historic and cultural heritage of the City while providing limited residential, commercial and office opportunities. Uses established in the MU-Hist Zone will reflect and be sensitive to the historic nature of this zone. Buildings should reflect the historic architecture of the State, possibly implementing Victorian characteristics. Historic buildings and sites shall be preserved as required by the City Council.
- B. Permitted Uses: The following uses may be conducted in the MU-Hist Zone:
- Bed and breakfast lodging.
 - Minor retail uses.
 - Restaurants.
- C. Conditional Uses: The following uses may be allowed in the MU-Hist Zone with approval of a conditional use permit:
- Active parks, recreational activities.
 - Cultural facilities.

Minor business services.

Office or commercial PUD or condominium, minimum five (5) acres.

Office service.

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Schools. (Ord. 2016-05, 5-3-2016)

17.54.130: MU-COMMUNITY CENTER (MU-COMM) ZONE:

A. **Purpose:** The Mixed Use-Community Center Zone (MU-Comm) is established to encourage centralized civic facilities with supporting and compatible office and commercial development. This zone should be characterized by a campuslike environment with pedestrian amenities.

B. **Permitted Uses:** The following uses may be conducted in the MU-Comm Zone:

Cultural facilities.

Office service.

Restaurants.

Retail business.

C. **Conditional Uses:** The following uses may be allowed in the MU-Comm Zone with approval of a conditional use permit:

Active parks, recreational facilities.

Buildings for religious activities.

Drive-through service.

Group daycare.

Health, beauty and fitness services.

Office or commercial PUD or condominium, minimum five (5) acres.

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Schools. (Ord. 2016-05, 5-3-2016)

17.54.140: MU-SOUTH CENTER (MU-SOUTH) ZONE:

A. **Purpose:** The Mixed Use-South Center Zone (MU-South) is established to provide a retail hub at the 11400 South intersection. This center will help to meet the routine retail and service needs of residents in this vicinity and motorists passing through this major intersection. Development will be geared toward commerce and demonstrate the high architectural standards of the City. An equestrian theme is desired both in uses and architecture.

B. **Permitted Uses:** The following uses may be conducted in the MU-South Center Zone:

Health, beauty and fitness services.

Offices with customers on the premises.

Restaurants.

Retail uses.

C. Conditional Uses: The following uses may be allowed in the MU-South Center Zone with approval of a conditional use permit:

Active parks, recreational facilities.

~~Automotive repairs entirely within enclosed buildings, maximum~~ total of three (3) acres in the MU-South Zone. No outside storage of parts, supplies, equipment or damaged vehicles visible from the street or from adjacent properties is allowed.

Automotive services, including lube, tune up, wash, inspection, tires, mufflers, minor repairs. No outside storage of parts, supplies, equipment or damaged vehicles visible from the street or from adjacent properties is allowed.

Banks, credit unions, financial institutions.

Bed and breakfast lodging.

Business services.

Cultural facilities.

Drive-through service.

Educational and training activities.

Entertainment, amusement.

Equipment and appliance light repairs and service enclosed within a building.

Fast food with no eating accommodations.

Gas stations, convenience stores.

Group daycare center.

Laundry.

Lumber, building materials and landscaping retail sales yards.

Office or commercial PUD or condominium.

Office service.

Passive parks.

Pharmacy.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Self-storage facilities, maximum total of three (3) acres in the MU-South Zone. (Ord. 2018-02, 4-3-2018)

17.54.150: MU-SOUTH GATEWAY (MU-SGATE) ZONE:

A. Purpose: The Mixed Use-South Gateway Zone (MU-Sgate) is established to encourage primarily office development which is representative of the character and lifestyle of the City. This zone will serve to identify and distinguish the City at the south boundary on Redwood Road. Architecture should be residential in scale and flavor.

B. Permitted Uses: The following use may be conducted in the MU-Sgate Zone:

Office service.

C. Conditional Uses: The following uses may be allowed in the MU-Sgate Zone with approval of a conditional use permit:

Active parks, recreation facilities.

Group daycare.

Office or commercial PUD or condominium.

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities. (Ord. 2016-05, 5-3-2016)

17.54.160: LANDSCAPING:

A. The following landscaping requirements shall apply in the MU zones:

1. Single-family residential: The front and side yards of single-family lots shall be landscaped and properly maintained with grass, trees and other plant material unless otherwise approved with a conditional use permit.
2. Multi-family residential: Grass, shrubs, ground cover, two inch (2") or larger caliper deciduous trees, seven feet (7') or taller evergreen trees; grass and two inch (2") or larger caliper deciduous trees in public park strips.
3. Office, plant or institution: Grass, shrubs, ground cover, two inch (2") or larger caliper deciduous trees, seven feet (7') or taller evergreen trees; grass and two inch (2") or larger caliper deciduous trees in public park strips.
4. Retail business: Grass, shrubs, ground cover, two inch (2") or larger caliper deciduous trees, seven feet (7') or taller evergreen trees; grass in public park strips.

B. Areas of a development that are not covered by paving or buildings shall be landscaped. All required landscaping in yard areas and open spaces, except in R-2.5 developments, shall be installed or escrowed (due to weather) prior to occupancy.

C. All landscaped areas, including adjoining public right of way areas, shall be properly irrigated and maintained by the owners unless otherwise allowed with development approval.

D. Trees may not be topped nor may any landscape material be removed without city approval unless replaced in accordance with the requirements of this chapter and the conditions of site plan or plat approval.

E. Curbed planters with two inch (2") or larger caliper shade trees and grass, shrubs or ground cover shall be installed at the ends of parking rows. Planters shall be at least five feet (5') wide.

F. Shade trees shall be planted between double parking rows at minimum intervals of six (6) stalls and along single parking rows at minimum intervals of three (3) stalls and no farther than six feet (6') from the parking area. Shade trees are not required in parking rows which are adjacent to buildings.

G. In commercial and institutional developments, minimum five foot (5') landscaped planters shall be provided along the street sides of buildings except at building entrances or drive-up windows. In office developments, said planters shall be provided around the entire building except at building entrances or drive-up windows.

H. All landscaped areas other than in single-family residential developments shall be separated from driveways and parking areas with minimum four inch (4") high curbs.

I. Minimum three (3) to four foot (4') high berms or hedges shall be provided in landscaped areas between public streets and parking areas of developments in the MU zones. Berms or hedges are not required where the entire area, excluding walkways, between the public street and a building is landscaped.

J. Trees shall be planted on private property, except in R-2.5 developments, at the minimum rate of one per seven hundred (700) square feet of required landscaped area. At least thirty percent (30%) of all required trees, excluding public park strip trees, shall be evergreens.

K. Trees are required in park strips along collector and arterial streets and shall be selected from and planted according to the city street tree plan. Trees shall be planted along the property side of the sidewalk on Redwood Road thirty feet (30') on center and six feet (6') from the sidewalk. Grass shall be planted and maintained in the park strip along Redwood Road.

L. Developments which are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights of way in the landscaping of the project and the urban trails system. Any areas so included may be counted toward required open space

for the development. Waterways which traverse developments may be left open if properly landscaped and maintained. Any entity or agency having jurisdiction over said waterways must grant approval for any redevelopment of said waterways.

M. All development applications shall be accompanied by landscape plans prepared by a professional landscape architect. (Ord. 2016-05, 5-3-2016)

17.54.170: ARCHITECTURAL STANDARDS:

A. The following architectural standards are required for the respective uses listed in the MU zones:

1. Single-family residential: Brick or stone in the minimum amount of two feet (2') times perimeter of the foundation (including garage); minimum five to twelve (5:12) roof pitch; minimum two (2) car garage (minimum 22 feet by 22 feet, or approximate approved equivalent) per dwelling; minimum two thousand four hundred (2,400) square feet minimum dwelling unit size.
2. Multi-family residential: Brick or stone in the minimum amount of two feet (2') times perimeter of the foundation (including garage) and stucco; minimum five to twelve (5:12) roof pitch; minimum two (2) car garage (minimum 22 feet by 22 feet, or approximate approved equivalent) per dwelling; minimum two thousand four hundred (2,400) square feet per dwelling.
3. Small office, plant, institution or retail business (less than 5,000 square foot building): Minimum of fifty percent (50%) brick or stone; balance of exterior wall area shall consist of brick, stone, glass, decorative integrally colored block and/or no more than fifteen percent (15%) stucco or tile. Decorative accents and trim of other materials are permitted with planning commission approval. Roofs to be hipped or gabled with minimum six to twelve (6:12) pitch.

B. All building materials shall be high quality, durable and low maintenance. All buildings and structures in MU zones shall be maintained in good condition.

C. Remodeling or refacing of buildings, except in R-2.5 developments, may not be commenced without the approval of the planning commission.

D. All masonry and concrete materials, except minimal foundations, shall be integrally colored.

E. Exterior walls of buildings, except for single-family dwellings, in excess of forty feet (40') in length, shall have relief features at least four inches (4") deep at planned intervals.

F. All sides of multi-family dwellings containing more than four (4) units shall receive similar design treatment.

G. Maximum height of all buildings in the MU zones shall be thirty five feet (35').

H. Signs shall meet requirements of ~~title 16, chapter 16.36~~ of this code according to P-O zone standards for office uses and according to C-C zone standards for commercial uses and shall be constructed of materials which are compatible with the buildings which they identify.

I. All buildings and signs in individual developments shall possess a consistent architectural theme which reflects the character of the district in which they are located.

J. All buildings and structures shall be designed by a licensed professional architect.

K. Any site or building in MU zones believed by the city council to have historical significance shall be preserved for a maximum period of six (6) months upon written notification to the city that a change in use, redevelopment or demolition of the property is desired. The owner or developer of the subject site or building shall request that the city make a determination on the disposition of the property. If the city council determines that preservation is desired, negotiations should be undertaken and finalized within the six (6) month period. If negotiations to preserve the site or building are not completed or continued in a mutually acceptable manner within six (6) months, the building or site may be redeveloped, remodeled or demolished in conformance with the provisions of this chapter.

L. Attached garages on single-family residential corner lots may be located on the interior side of the lot or on the street side of the lot only if the garage is accessed directly from the side street. (Ord. 2016-05, 5-3-2016)

17.54.180: PARKING AND ACCESS:

The following parking and access requirements shall apply in the MU zones:

- A. Parking areas and vehicle access shall meet the requirements of ~~title 16, chapter 16.26~~ of this Code. Defined pedestrian access shall be provided between adjacent developments, buildings and parking areas as required by the Planning Commission. Sidewalks over which parked vehicles may overhang shall be at least six feet (6') wide on single parking rows and eight feet (8') wide between double loaded rows. Sidewalks shall be at least six inches (6") higher than driveway and parking surfaces. An eight foot (8') wide sidewalk shall be required along Redwood Road and shall be set back a minimum of two feet (2') from the right-of-way line. The eight foot (8') sidewalk

shall be considered landscaping for purposes of this chapter. Park strips (minimum 12 feet wide) between the sidewalk and the curb shall be landscaped and maintained with grass.

- B. If approved by the Planning Commission, cash may be paid to the City for future construction of improvements for roads which are designated for widening in the Transportation Master Plan.
- C. Access to public streets shall be approved by the City Engineer and, if a State road, by UDOT. Vehicle access to developments from collector and arterial streets shall be shared as required by the Planning Commission. Driveways and streets intercepting or intersecting the same collector or arterial street shall be separated by a minimum distance of three hundred feet (300'). Double frontage lots may be accessed only from a subdivision or neighborhood street, not from a collector or arterial street.
- D. Streets and related improvements shall be designed, constructed and dedicated according to State and/or City standards and according to the design widths established by the Transportation Master Plan and the Road and Bridge Design and Construction Standards of the City. Proposed streets on the Redwood Road Land Use Plan, or other acceptable alignments, shall be implemented with new development and shall be designed to right-of-way widths as specified by the City Council.
- E. New development shall make reasonable accommodation for mass transit facilities. The developer shall consult the State transit authority as required by the City.
- F. Easements, rights-of-way or improvements shall be provided for urban trails according to the City Trails Plan or as required by the Planning Commission.
- G. Loading areas shall be located at the rear of buildings and shall be separated from parking areas.
- H. Buildings shall be arranged in clusters to encourage pedestrian access. Areas between streets or parking areas and the building or at the center of the building cluster shall consist of sidewalks, plazas, landscaped planters with shade trees, benches, waste receptacles and other street furniture and amenities as approved and required by the Planning Commission. On street parking may be allowed in calculating the minimum parking requirement; provided, that sufficient street width is provided to accommodate said parking. (Ord. 2016-05, 5-3-2016)

17.54.190: FENCING, SCREENING AND CLEAR VISION:

The following fencing, screening and clear vision requirements shall apply in the MU Zones: (Ord. 2016-05, 5-3-2016)

- A. All mechanical equipment, antennas, loading areas, and utility areas shall be screened from view at ground level along the property line of the subject property with architectural features or walls consistent with materials used in the associated buildings. Exterior trash receptacles shall be enclosed by masonry walls that are at least as high as the receptacle itself, but not less than six feet (6') in height, and solid steel access doors. The color of trash receptacle enclosures (masonry walls and access doors) shall be consistent with colors used in the associated buildings. (Ord. 2017-22, 7-18-2017)
- B. Incompatible land uses shall be screened with six foot (6') vinyl, simulated wood or masonry fences as determined by the Planning Commission. A minimum six foot (6') decorative masonry wall is required between commercial or office zones and agricultural or residential zones. A higher fence or wall may be allowed or required by the Planning Commission in unusual circumstances. A building permit is required for fences or walls over six feet (6') high. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as determined by the Planning Commission.
- C. In residential developments and except for development perimeter fencing, no wall, fence or opaque hedge or screening material higher than six feet (6') shall be erected or maintained in any rear or side yard. Buffering and screening elements associated with a private recreation facility shall be exempt from this section.
- D. In residential developments, no wall, fence or screening material shall be erected between a street side building line and a street, except as required in subsection A of this section.
- E. Landscape materials, except for mature trees which are pruned at least seven feet (7') above the ground, and fences shall not exceed three feet (3') in height within a ten foot (10') triangular area formed by the edge of a driveway and the street right of way line or within a thirty foot (30') triangular area formed by the right of way lines of intersecting streets.
- F. Any wall or fence erected or maintained at the rear or side property line in residential developments adjacent to and parallel with a collector or arterial street shall be six feet (6') tall and shall be constructed in accordance with provisions for collector street fencing in section 16.04.200 of this code. A building permit is required for construction of a collector street fence. Construction drawings and brick samples are required. Collector street fences shall be installed so as to prevent weed growth between the fence and the public sidewalk. Other fences may be installed no closer than twenty feet (20') from any street right of way line, except as otherwise prohibited in this title. Proposed modifications to collector street fencing must be consistent with adjacent fencing provided that the

adjacent fencing meets requirements for collector street fencing. Proposed collector street fences may not be installed until reviewed by the community development director or his designee. (Ord. 2016-05, 5-3-2016)

17.54.200: LIGHTING:

The following lighting requirements shall apply in the MU zones:

- A. A lighting plan shall be submitted with all new developments in the MU zones. Site lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.
- B. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
- C. Lighting fixtures on public property shall be architectural grade. A single streetlight design, approved by the city council and the engineering department, will be used on the same street. (Ord. 2016-05, 5-3-2016)

17.54.210: OTHER REQUIREMENTS:

- A. Private Covenants: Developers of projects that will include common area, private streets, shared private improvements, or shall otherwise include restrictive covenants shall submit a proposed declaration of conditions, covenants and restrictions ("CC&Rs") to city staff for review. The CC&Rs shall be recorded concurrently with the final plat and, except where the city has agreed to and executed documents to guarantee the establishment of a special assessment area, shall include the following:
 - 1. An opinion of legal counsel licensed to practice law in the state that the project meets requirements of state law.
 - 2. Provisions for a homeowners' association, maintenance of all buildings, streets, sidewalks, other improvements and common areas, adherence to city conditions and standards applicable to the development at the time of approval, snow removal, and other items recommended by city staff and approved by the planning commission.
 - 3. Language consistent with section 17.04.300 of this title.
- B. Grading And Drainage: All residential developments shall be graded according to the city's engineering and building requirements to provide adequate drainage in said developments. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
- C. Maintenance: All private common areas in residential developments shall be properly maintained by the owners.
- D. Easements: Permanent buildings may not be located within a public easement.
- E. Phasing Plan: A project phasing plan shall be submitted for review by the planning commission at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the planning commission. (Ord. 2016-05, 5-3-2016)

17.130.050: PLANNED DEVELOPMENT FLOATING ZONE:

17.130.050.010: PURPOSE:

The purpose of the Planned Development Floating Zone (PD) is to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the City Council. The PD may be applied to specific geographical areas ("districts") in circumstances that address a unique situation, confer a substantial benefit to the City, or incorporate design elements or a mixture of uses that represent a significant improvement in quality over what could otherwise be accomplished by standard zoning and development provisions. Such circumstances may include, but are not limited to: improvements in open space and amenities, environmental and resource preservation, tree and vegetation protection, slope accommodations, improved infrastructure efficiency, exceptional and innovative site or building design, increased public benefits, and complementary integrated land uses. The City Council shall consider the purpose of the base zone and the impacts on and from surrounding properties when approving a PD District. (Ord. 2016-05, 5-3-2016)

17.130.050.020: ESTABLISHMENT:

A. Procedure:

- 1. Concept: A concept plan, that includes a preliminary site layout, basic sketches of proposed buildings, and a general understanding of proposed uses, shall be submitted for City Council review. Applicants are encouraged to work with staff prior to application to achieve an understanding of the surrounding area, the purpose of the base zone, and the goals and policies of the City's general plan. The Council shall provide advisory comments and recommendation regarding the concept plan to assist in the preparation of the

development plan according to subsection B of this section. No action will be taken by the Council, and comments and recommendations will not obligate, compel, or constrain future action by the Council.

2. Rezone: A PD District shall only be established upon approval by the City Council as a rezone according to the provisions of chapter 17.22, "Zoning Amendments", of this title and as may be required elsewhere in this title, except that the requirement for a conceptual plan in subsection 17.22.030D of this title shall be replaced with a development plan according to subsection B of this section. The development plan shall be approved by development agreement in conjunction with the rezoning approval. (Ord. 2016-05, 5-3-2016)
3. Concurrent Site Plan Or Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a site plan application and/or preliminary subdivision application to be processed concurrently with a PD rezone. In the case of concurrent applications, Planning Commission approval of a concurrent site plan and/or preliminary subdivision shall be contingent on the City Council's approval of the PD rezone. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

B. Development Plan Requirements:

1. A written statement shall be provided that explains the intent of the proposal, explains how the PD provisions will be met, and identifies the requested revisions to standard zoning and development provisions.
2. A map and other textual or graphic materials as necessary to define the geographical boundaries of the area to which the requested PD District would apply.
3. A development plan shall also include:
 - a. Site plan/conceptual subdivision plan;
 - b. Circulation and access plan;
 - c. Building elevations, materials, and colors;
 - d. Landscape and open space plan;
 - e. Signage plan;
 - f. Lighting plan; and
 - g. Allowed uses.

C. Prohibited:

1. Sexually oriented businesses shall not be allowed in a PD District where otherwise prohibited by this Code.
2. A PD District shall not be approved in the P-C Zone or Single-Family Residential Zones (R-1.8, R-2.5, R-3, R-4, R-5).

D. Effect Of Approval:

1. All of the provisions of this Code, including those of the base zone, shall be in full force and effect, unless such provisions are expressly waived or modified by the approved development plan and/or development agreement.
2. An approved PD District shall be shown on the zoning map by a "-PD" designation after the designation of the base zone district.
3. No permits for development within an approved PD District shall be issued by the City unless the development complies with the approved development plan. (Ord. 2016-05, 5-3-2016)
4. The Planning Director may authorize minor deviations from an approved development plan to resolve conflicting provisions or when necessary for technical or engineering considerations. Such minor deviations shall not affect the vested rights of the PD District and shall not impose increased impacts on surrounding properties. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

E. Vested Rights:

1. A property right that has been vested through approval of a PD District shall remain vested for a period of three (3) years or upon substantial commencement of the project. A property right may be vested, or an extension of a vested property right may be granted, for a period greater than three (3) years only if approved by the City Council through an approved PD District. (Ord. 2016-05, 5-3-2016)
2. Substantial commencement shall be the installation of infrastructure, a building having started construction, or as determined by the Planning Director based on significant progress otherwise demonstrated by the applicant. A project that has not substantially commenced may, at the discretion of the property owner, develop according to the base zone. A project that has substantially commenced shall not deviate, in whole or in part, from the approved PD District, unless amended per section 17.130.050.030 of this section 17.130.050. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

Exhibit D

(Resolution R2019-35)

Executed version to be inserted without Exhibit 1

EXHIBIT E
BUILDING HEIGHT RESTRICTION

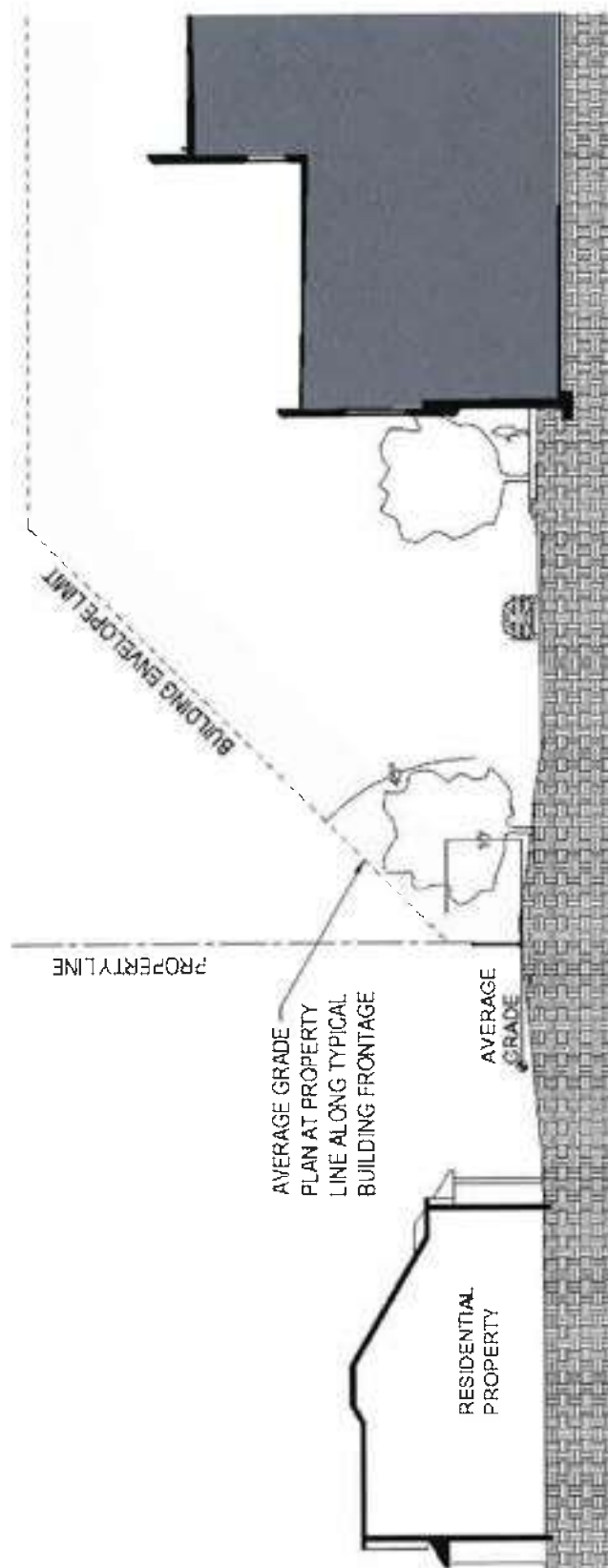


EXHIBIT F
SOUTH CAMPUS PROPERTY

(Legal Description of the Property)

Parcel No. 27-10-377-001:

BEG S 391 FT & W 53 FT FR NE COR OF SE 1/4 OF SW 1/4 OF SEC 10, T 3S, R 1W, SLM; S 85.33 FT; W 774.99 FT, M OR L TO CEN OF UTAH & SALT LAKE CANAL; NW'LY ALG SD CANAL TO A PT W 953.865 FT FR NE COR OF SE 1/4 OF SW 1/4 OF SD SEC 10; E 356.4 FT; S 8°50'40" E 147.62 FT; W 28.14 FT; S 120 FT; E 30 FT; S 126 FT; E 520 FT TO BEG. 4.16 AC M OR L. 3809-0482 3887-142 7429-1924 8602-7909 8813-5298 8797-334 9097-3793

Parcel No. 27-10-377-029:

BEG 265.86 FT S & 53 FT W FR NE COR OF SE 1/4 OF SW 1/4 OF SEC 10, T 3S, R 1W, SLM; W 520 FT; S 126 FT; E 320 FT; N 110 FT; E 200 FT; N 16 FT TO BEG. ALSO BEG S 281.86 FT & W 53 FT FR NE COR OF THE SE 1/4 OF THE SW 1/4 OF SEC 10, T 3S, R 1W, SLM; W 200 FT; S 109.14 FT; E 200 FT; N 109.14 FT TO BEG. 1.50 AC.

Parcel No. 27-10-377-004:

BEG S 145.86 FT & W 53 FT FR NE COR OF SE 1/4 OF SW 1/4 SEC 10, T 3S, R 1W, SLM; W 550 FT; S 120 FT; E 550 FT; N 120 FT TO BEG. 1.51 AC. 8532-6174 8602-7934 8813-5298 8797-0337 8851-8462 9543-7332 10105-4056

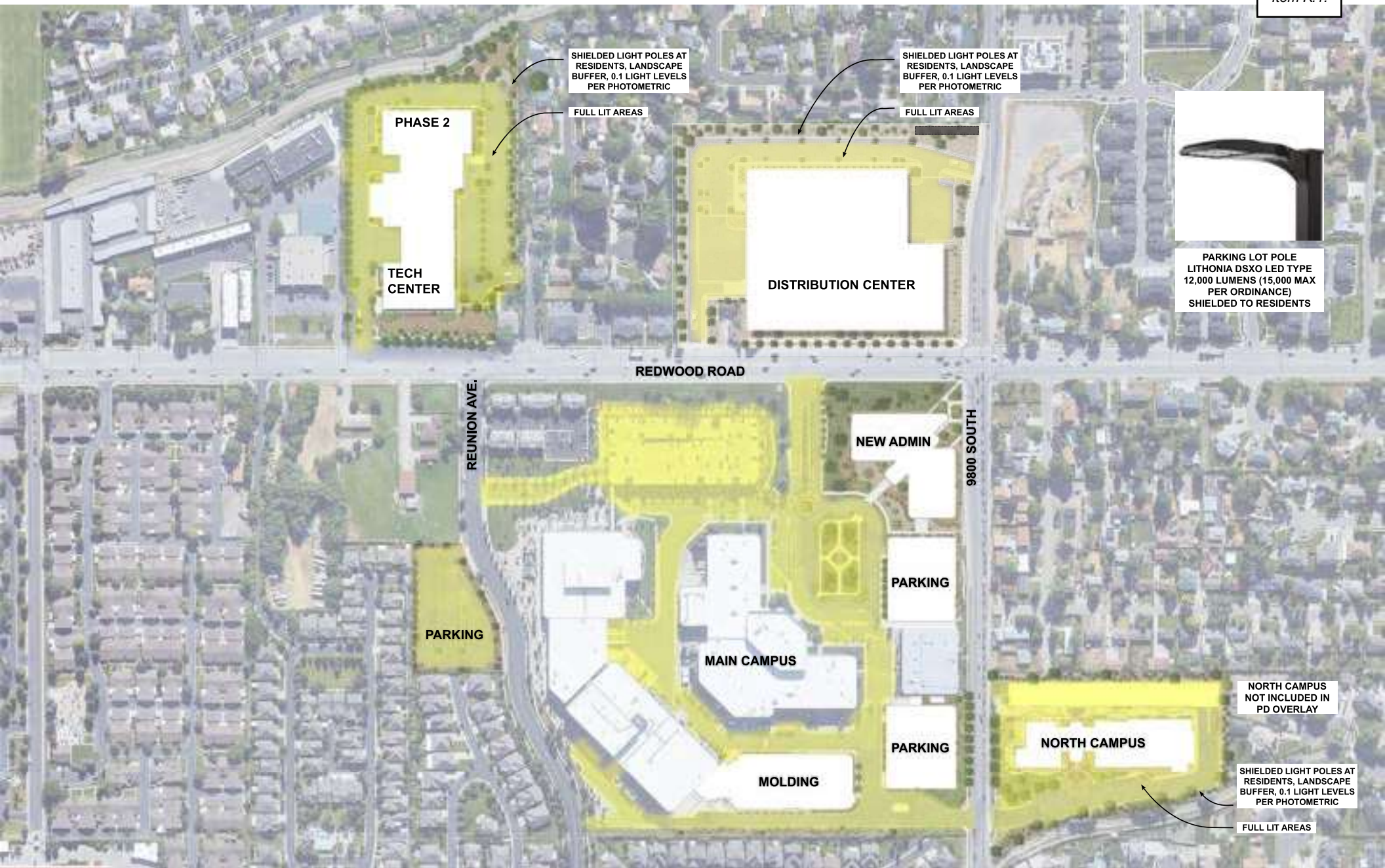
EXHIBIT B

















Project Details

Total Building Area - 225,000 sq. ft.

Total Site Area - 502,985 sq. ft. / 11.5 acres

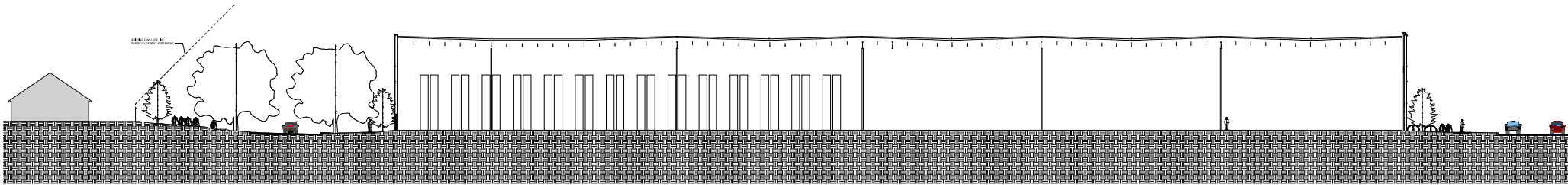
Total Stalls Provided - 120

Total Landscaping Area - 120,551 sq. ft. / 2.8 acres

Building Distance To West Lot Line - 116 feet

Building Distance From South Lot Line - 190 feet

- MINIMUM 30'-0" LANDSCAPE BUFFER TO RESIDENTIAL
- VERY MINIMAL LIGHT INTRUSION TO NEIGHBORS
- DELIVERY BAYS SCREENED
- SECURITY PROVIDED



RESOLUTION R2023-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REQUESTING ADMISSION TO THE FIREFIGHTERS RETIREMENT SYSTEM

WHEREAS, Utah Statute § 49-23-101 *et seq.* authorizes an employer of emergency medical service personnel to elect to include such personnel in the Tier 2 Firefighter Retirement system with the Utah Retirement System; and

WHEREAS, as an employer of full time emergency medical service personnel, including paramedics for interfacility transport, the City of South Jordan is authorized to elect to include them in the Tier 2 Firefighter Retirement system with the Utah Retirement System; and

WHEREAS, it is in the public interest to provide benefits authorized by Utah state law for the public safety personnel by the City; and

WHEREAS, it is the intent of the City Council to exercise the election authorized by statute and to approve and authorize coverage under Firefighters Retirement Systems for South Jordan City firefighter and/or emergency medical services personnel.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Election and Authorization. The City Council hereby elects to cover the participating employer's emergency service personnel in the Tier 2 Firefighter Retirement system with the Utah Retirement System. Mayor and City Manager are authorized to undertake all of the necessary actions to enroll the City in the benefit programs of the Firefighters Retirement Systems offered by Utah Retirement Systems, including the retirement coverage and death benefit coverage for qualified employees under the laws and regulations of the Utah Retirement Systems.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

<<Signature on Following Page.>>

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS ____ DAY OF SEPTEMBER, 2023 BY THE FOLLOWING VOTE:**

| | YES | NO | ABSTAIN | ABSENT |
|----------------|-------|-------|---------|--------|
| Patrick Harris | _____ | _____ | _____ | _____ |
| Bradley Marlor | _____ | _____ | _____ | _____ |
| Donald Shelton | _____ | _____ | _____ | _____ |
| Tamara Zander | _____ | _____ | _____ | _____ |
| Jason McGuire | _____ | _____ | _____ | _____ |

Mayor: _____
Dawn Ramsey

Attest: _____
City Recorder

Approved as to form:


Ryan W. Loose (Sep 15, 2023 08:08 MDT)

Office of the City Attorney

RESOLUTION R2023 - 42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATION AGREEMENT FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM FOR FEDERAL FISCAL YEARS 2024-2026.

WHEREAS, the City of South Jordan (the “City”), a Utah municipal corporation, and Salt Lake County ("County"), a body corporate and politic of the State of Utah, and Sandy City, West Jordan City, West Valley City, Herriman City, and Taylorsville City (the "additional Cities"), Utah municipal corporations, are public agencies and are authorized by the Utah Interlocal Cooperation Act, Utah Code Ann. Section 11-13-101, *et seq.*, to enter into agreements with each other; and

WHEREAS, the HOME Investment Partnerships Act, which is Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 U.S.C. 12701 *et seq.*) (the "Act"), Section 216(2) provides that a consortium of geographically contiguous units of general local government can be considered to be a unit of general local government for the purpose of the HOME Program; and

WHEREAS, in accordance with Section 217(b)(3) of the Act, approved consortia of units of local governments are eligible to receive allocations of HOME funds; and

WHEREAS, the City, the additional Cities, and the County have determined that it will be mutually beneficial and in the public interest to enter into an interlocal cooperation agreement to form a consortium in order to receive HOME funds and to participate in the HOME Program; and

WHEREAS, the South Jordan City Council finds it in the best interest of the public health, safety, and welfare to authorize the Mayor to sign the attached Interlocal Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authority to Execute. The Mayor of the City of South Jordan is authorized to execute the attached Interlocal Cooperation Agreement for the Home Investment Partnership Program for Federal Fiscal Years 2024-2026 in substantially the form attached hereto as Exhibit “A”.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

{SIGNATURES ON FOLLOWING PAGE}

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2023 BY THE FOLLOWING VOTE:**

| | YES | NO | ABSTAIN | ABSENT |
|----------------|-------|-------|---------|--------|
| Patrick Harris | _____ | _____ | _____ | _____ |
| Bradley Marlor | _____ | _____ | _____ | _____ |
| Donald Shelton | _____ | _____ | _____ | _____ |
| Tamara Zander | _____ | _____ | _____ | _____ |
| Jason McGuire | _____ | _____ | _____ | _____ |

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:



Office of the City Attorney

David Mann

From: Derick Davis <DBDavis@slco.org>
Sent: Wednesday, August 30, 2023 1:47 PM
To: Peggy Daniel; Lisa Elgin; Jim Spung; Jake Warner; David Mann; wthomas@herriman.org
Cc: Karen Kuipers; Lauren Littlefield; Michael Maloy
Subject: ILA - Home Consortium Resolution
Attachments: ILA - HOME Consortium - SLCo and 6 Cities - RAFL - (Rev.10 08.30.23).pdf

Hello all,

Herriman City has decided to join the HOME Consortium. With this addition Salt Lake County needs to have new resolutions signed. Attached you will find copies of the new resolutions for your respective city. If you could please fill those out and send them back to me at dbdavis@slco.org ASAP that would be great. Thank you for your time and attention to this.

Thank you,

Derick Davis
Office Coordinator
Office of Regional Development
2001 South State Street, Suite S2-100
Salt Lake City, UT. 84114-4575
Tel. (385) 468-4900

DBdavis@slco.org



TTY 7-1-1

County Contract No.
District Attorney No. 23CIV000774

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

SALT LAKE COUNTY

AND

SANDY CITY, SOUTH JORDAN, WEST JORDAN CITY, WEST VALLEY CITY, HERRIMAN CITY, AND
TAYLORSVILLE CITY RELATING TO THE HOME INVESTMENT PARTNERSHIP PROGRAM
FOR FEDERAL FISCAL YEARS 2024 THROUGH 2026

This Agreement ("Agreement") is made and entered into as of the date that the last Party hereto executes the same, and shall be effective as of October 1st, 2023, by and between Salt Lake County ("County") a body corporate and politic of the State of Utah, and Sandy City, South Jordan, West Jordan City, West Valley City, Herriman City, and Taylorsville City (the "Cities"), municipal corporations of the State of Utah located within Salt Lake County. County and Cities may be referred to jointly as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the HOME Program is authorized by the HOME Investment Partnerships Act, which is Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 U.S.C. 12701 et seq.) (the "Act"), and which permits and provides for the participation of the United States Government in a wide range of local housing activities and programs authorized under Title II of the Act (the "HOME Program") and administered by the U.S. Department of Housing and Urban Development ("HUD");

WHEREAS, Section 216(2) of the Act provides that a consortium of geographically contiguous units of general local government can be considered to be a unit of general local government for the purpose of the HOME Program;

WHEREAS, in accordance with Section 217(b)(3) of the Act, approved consortia of units of local governments are considered jurisdictions eligible to receive allocations of HOME funds by formula;

WHEREAS, the Parties are governmental entities and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-1, *et seq.*, Utah Code Annotated, (2013) to enter into agreements with other to perform any governmental service, activity and undertaking which each governmental entity

authorized by law to perform;

WHEREAS, the Cities and County have determined that it will be mutually beneficial and in the public interest to enter into an interlocal cooperation agreement to form a consortium in order to receive HOME funds and to participate in the HOME Program;

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County and Cities agree as follows:

1. The Parties agree to cooperate to undertake or to assist in undertaking housing assistance activities pursuant to the HOME Program and agree, collectively, and individually, to affirmatively further fair housing.
2. The Parties authorize County to act in a representative capacity for all members of the consortium for the purposes of the HOME Program. As the lead entity, County has the authority to amend the Agreement to add new members to the consortium.
3. The Parties agree that County, as the lead entity, shall assume overall responsibility for ensuring the consortium's HOME Investment Partnership Program is carried out in compliance with the requirements of the program, including requirements concerning Consolidated Plan as set forth in HUD regulations in 24 CFR Parts 91 and 92 and the requirements of 24 CFR 92.350.
4. This Agreement shall begin as of the above-mentioned date and shall continue for Federal Fiscal Years 2024 through 2026 consistent with the Salt Lake County Urban County qualification. This Agreement is for the Federal Fiscal Years of 2024, 2025, and 2026, which for program implementation means for the Federal Fiscal Year 2024, the program year is from July 1st, 2024, to June 30th, 2025, for the Federal Fiscal Year 2025, the program year is from July 1st, 2025, to June 30th, 2026, and for the Federal Fiscal Year 2026, the program year is from July 1st, 2026, to June 30th, 2027. The Parties further agree that:
 - (a) this Consortium Agreement will, at a minimum, remain in effect until the HOME funds from each of the federal fiscal years of the qualification period are expended for eligible activities or returned to HUD;
 - (b) no Consortium Member may withdraw from the Agreement while the Agreement remains in effect; and,
 - (c) this Agreement shall be governed by the requirements of the then current Consortium Qualification notice.
5. This Agreement has attached to it seven (7) separate signature pages for each of the Parties to this Agreement, which shall be executed separately and attached to this Agreement after execution by the named Party and together with each other signature page and with this Agreement shall constitute the full Agreement.

of all the Parties.

6. No separate entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, the County Mayor or designee and the Cities' mayors or designees, shall constitute a joint board for such purpose.

7. Any other real or personal property acquired by the Parties jointly under this Agreement, and paid for by them, shall be divided as the Parties' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payment for the property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the Parties' proportionate share of the purchase of the item of property. If property is purchased at one Party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the Party which purchased it.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly authorized and executed by each on the dates specified on each signature page.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

SIGNATURE PAGE FOR SALT LAKE COUNTY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Administrative Approval:

By: _____
Division Director

Reviewed and Advised as to Form and Legality:

By: John E. Diaz Digitally signed by John E. Diaz
Date: 2023.08.30 09:24:44
-06'00'
John E. Diaz,
Deputy District Attorney
Salt Lake County

SIGNATURE PAGE FOR SOUTH JORDAN
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: Ryan W. Loose
Name: Ryan W. Loose
Title: City Attorney
Date: September 15, 2023

RESOLUTION R2023 - 44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE FILING OF AN EMINENT DOMAIN ACTION AGAINST THE TROY AND JILL DAVIS PROPERTY, THE C DEAN AND MAXINE C LARSEN PROPERTY, AND THE DELL WHEADON FAMILY LIMITED PARTNERSHIP PROPERTY.

WHEREAS, the City of South Jordan (the “City”) is a municipal corporation duly organized and existing under the law of Utah; and

WHEREAS, the City Council of the City of South Jordan (“City Council”) may exercise all administrative and legislative powers by resolution or ordinance pursuant to Utah Code Section 10-3-717 and Section 10-3-701; and

WHEREAS, to best serve the public, the City needs to make 10200 South into a through street to increase traffic connectivity, provide another crossing over the canal, and improve emergency response times for residents; and

WHEREAS, creating a through street at 10200 South will add another safe walk route to school for children, and will allow a storm drain connection through the corridor so the City may abandon some temporary storm water ponds for a more permanent solution; and

WHEREAS, the property necessary to create the 10200 South road connection, attached hereto as Exhibit 1, is currently owned by Troy and Jill Davis (JT), C Dean and Maxine C Larsen (JT), and Dell Wheadon Family Limited Partnership (collectively the “Property Owners”); and

WHEREAS, the City is attempting to negotiate fair compensation to purchase the required properties necessary for the 10200 South road connection; and

WHEREAS, the City intends to exercise the right of eminent domain to obtain the necessary property for the 10200 South road connection if negotiations with Property Owners are not successful; and

WHEREAS, Utah Code Section 78B-6-504(2)(b) and (c) requires the City Council to approve the filing of an eminent domain action by a final vote of the City Council during a public meeting; and

WHEREAS, pursuant to Utah Code Section 78B-6-504(2)(d), the City has properly notified the Property Owners that a public meeting before the City Council would be held on September 19, 2023, and that the Property Owners or their representatives would be given an opportunity to address the City Council during the public meeting; and

WHEREAS, the City Council of the City of South Jordan has determined that it is in the best interest of the public health, safety, and welfare of the City to authorize the filing of an eminent domain action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization to File Eminent Domain Action. The City Council discussed the public need for property currently owned by the Property Owners in a meeting held on September 19, 2023. After affording the public and the Property Owners an opportunity to be heard, the City Council encourages the City's representatives to continue to negotiate the purchase price of the necessary property for the road connection at 10200 South. If negotiation is unsuccessful, the City Council hereby authorizes the City's representatives to file in court an eminent domain action on the property, attached hereto as **Exhibit 1**, to acquire title to the property as necessary to complete the 10200 South road connection.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.


APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____ DAY OF _____, 2023 BY THE FOLLOWING VOTE:

| | YES | NO | ABSTAIN | ABSENT |
|----------------|-------|-------|---------|--------|
| Patrick Harris | _____ | _____ | _____ | _____ |
| Bradley Marlor | _____ | _____ | _____ | _____ |
| Donald Shelton | _____ | _____ | _____ | _____ |
| Tamara Zander | _____ | _____ | _____ | _____ |
| Jason McGuire | _____ | _____ | _____ | _____ |

Mayor: _____
Dawn R. Ramsey

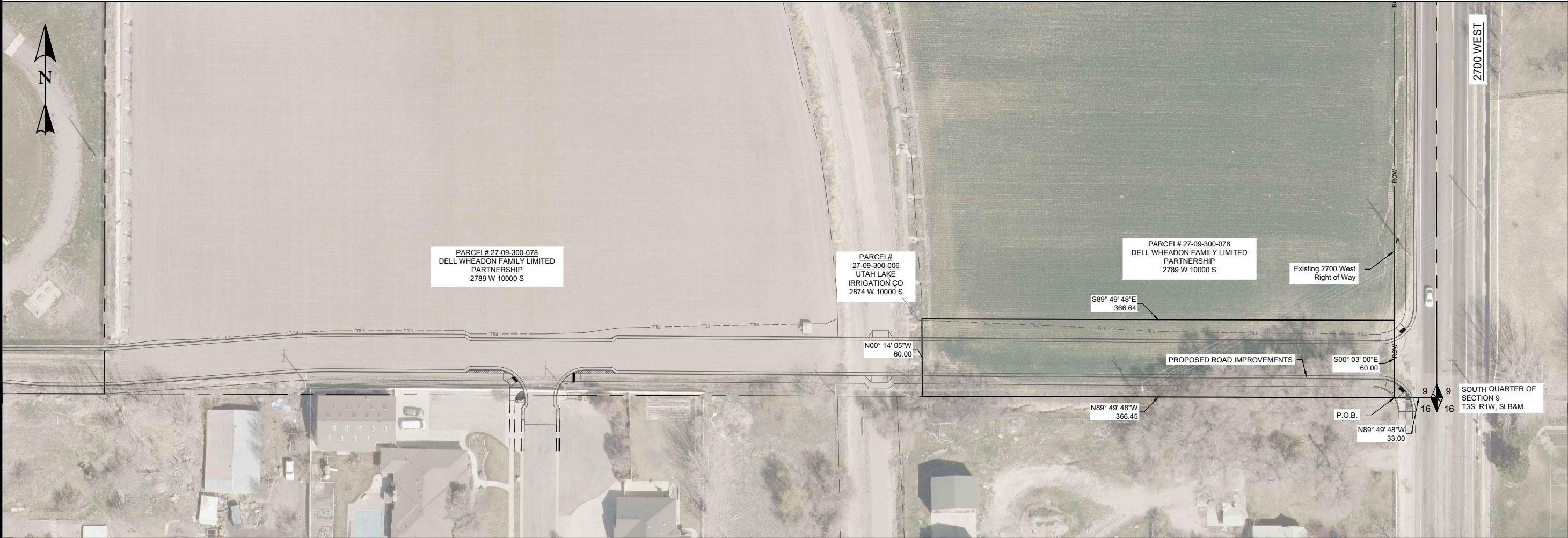
Attest: _____
City Recorder

Approved as to form:



Office of the City Attorney

EXHIBIT 1



LEGAL DESCRIPTION
LOCATED IN THE SOUTHWEST ¼ OF SECTION 9 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING PART OF PARCEL 27-09-300-078 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 2700 WEST WHICH IS N 89°49'48" W 33.00 FT FROM THE SOUTH QUARTER CORNER OF SECTION 9, T3S, R1W, SLB&M; THENCE N 89° 49'48" W 366.45 FT MORE OR LESS TO THE EAST LINE OF THE UTAH LAKE DISTRIBUTION CANAL; THENCE ALONG SAID LINE MORE OR LESS N 00°14'05" W 60.00 FT; THENCE S 89°49'48" E 366.64 FT TO A POINT ON THE WEST RIGHT OF WAY LINE OF 2700 WEST; THENCE ALONG SAID LINE S 00°03'00" E 60.00 TO THE POINT OF BEGINNING. 0.51 AC.

Item L. 1.

| NO. | DATE | REVISION COMMENTS |
|-----|------|-------------------|
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SOUTH JORDAN
UTAH
1600 West Towne Center Dr. / South Jordan, UT 84095
Telephone: (801) 254-3742 / Web: WWW.SOUTHJORDAN.UTAH.GOV

SOUTH JORDAN CITY

10200 S IMPROVEMENTS

WHEADON RIGHT OF WAY

EXHIBIT-A

Project No: _____

Drawn By: JWH _____

File Name: _____

Checked By: _____

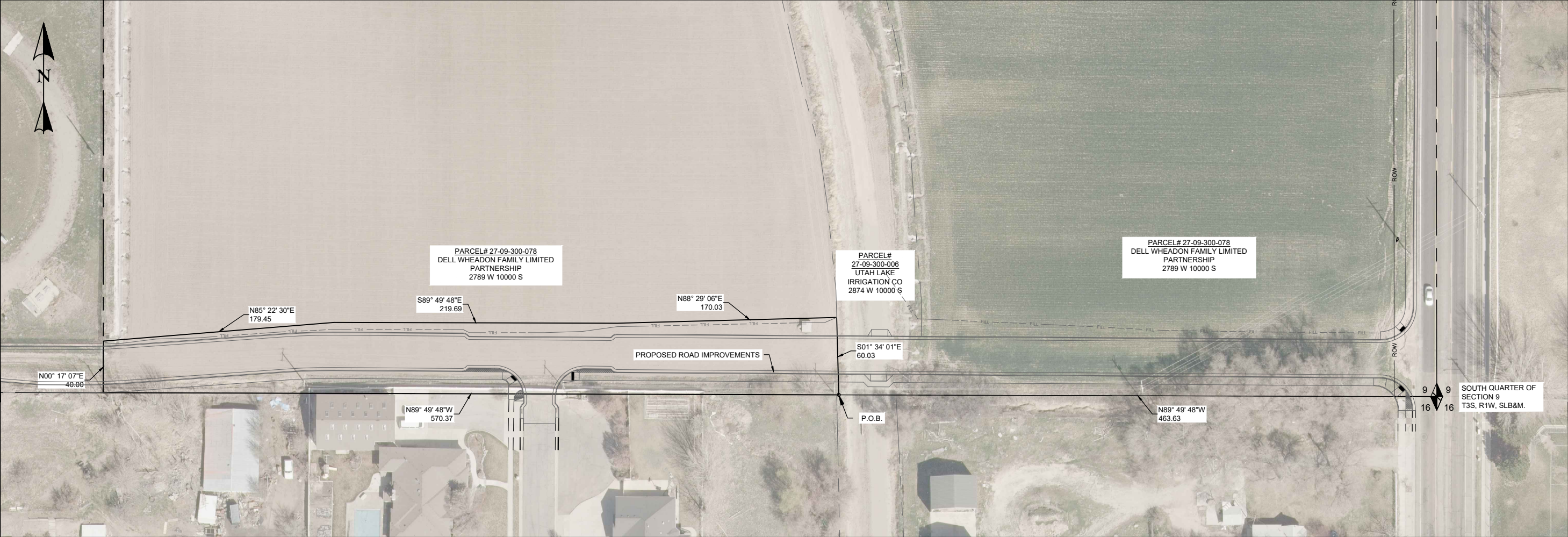
Designed By: _____

Date: _____

EX-A

97

Sheet No.



LEGAL DESCRIPTION
LOCATED IN THE SOUTHWEST ¼ OF SECTION 9 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING PART OF PARCEL 27-09-300-078 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE UTAH LAKE DISTRIBUTION CANAL WHICH IS N 89°49'48" W 463.63 FT MORE OR LESS FROM THE SOUTH QUARTER CORNER OF SECTION 9, T3S, R1W, SLB&M; THENCE N 89°49'48" W 570.37 FT; THENCE N 00°17'07" E 40.00 FT; THENCE N 85°22'30" E 179.45 FT; THENCE S 89°49'48" E 219.69 FT; THENCE N 88°29'06" E 170.03 FT MORE OR LESS TO A POINT ON THE WEST PROPERTY LINE OF THE UTAH LAKE DISTRIBUTION CANAL; THENCE ALONG SAID LINE MORE OR LESS S 01°34'01" E 60.03 FT TO THE POINT OF BEGINNING. 0.70 AC

Item L. 1.

| NO. | DATE | REVISION COMMENTS |
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SOUTH JORDAN
UTAH
1600 West Towne Center Dr. / South Jordan, UT 84095
Telephone: (801) 254-3742 / Web: WWW.SJ.UTAH.GOV

SOUTH JORDAN CITY
10200 S IMPROVEMENTS
WHEADON RIGHT OF WAY
EXHIBIT-B

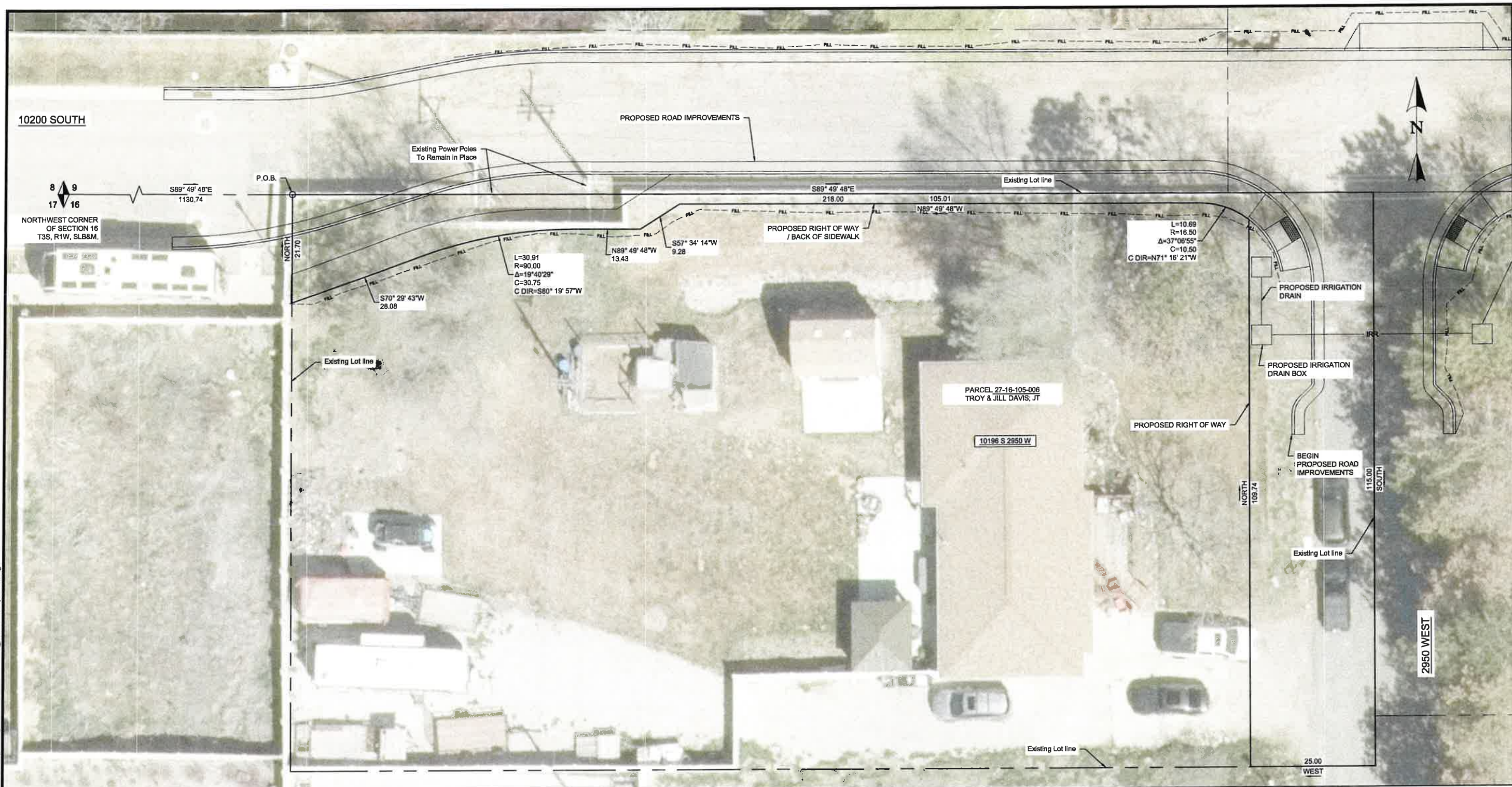
Project No: _____
Drawn By: JWH
File Name: _____
Checked By: _____
Designed By: _____
Date: _____

EX-B

98

Sheet No.


F:\ENGINEERING\Construction Division\CIP Projects\2023 Projects\10200 South Street Design\ROW CAD\10200 ROW @ 2950 W Properties.dwg



LEGAL DESCRIPTION
LOCATED IN THE NORTHWEST ¼ OF SECTION 16 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING PART OF PARCEL 27-16-105-006 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWEST CORNER OF SAID PARCEL WHICH IS S 88°49'48" E 1130.74 FT FROM THE NORTHWEST CORNER OF SECTION 16, T3S, R1W, SLB&M; THENCE S 88°49'48" E 218.00 FT; THENCE SOUTH 115.00 FT; THENCE WEST 25.00 FT; THENCE NORTH 109.74 FT; THENCE 10.69 FT ALONG A NON-TANGENT 16.50 FT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°06'55" (CHORD BEARS N 71°16'21" W 10.50 FT); THENCE N 89°49'48" W 105.01 FT; THENCE S 57°34'14" W 9.28 FT; THENCE N 88°49'48" W 13.43 FT; THENCE 30.91 FT ALONG A TANGENT 90.00 FT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°40'29" (CHORD BEARS S 80°19'57" W 30.75 FT; THENCE S 70°29'43" W 28.08 FT; THENCE NORTH 21.70 FT TO THE POINT OF BEGINNING. 3,959 SQ FT (0.09 AC)

| REVISION COMMENTS | |
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| NO. | DATE |
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SOUTH JORDAN
1600 West Towne Center Dr. / South Jordan, UT 84095
Telephone: (801) 294-3742 / Web: WWW.SOUTHJORDAN.GOV

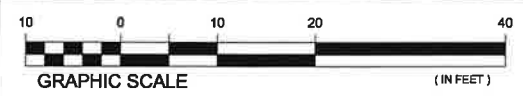
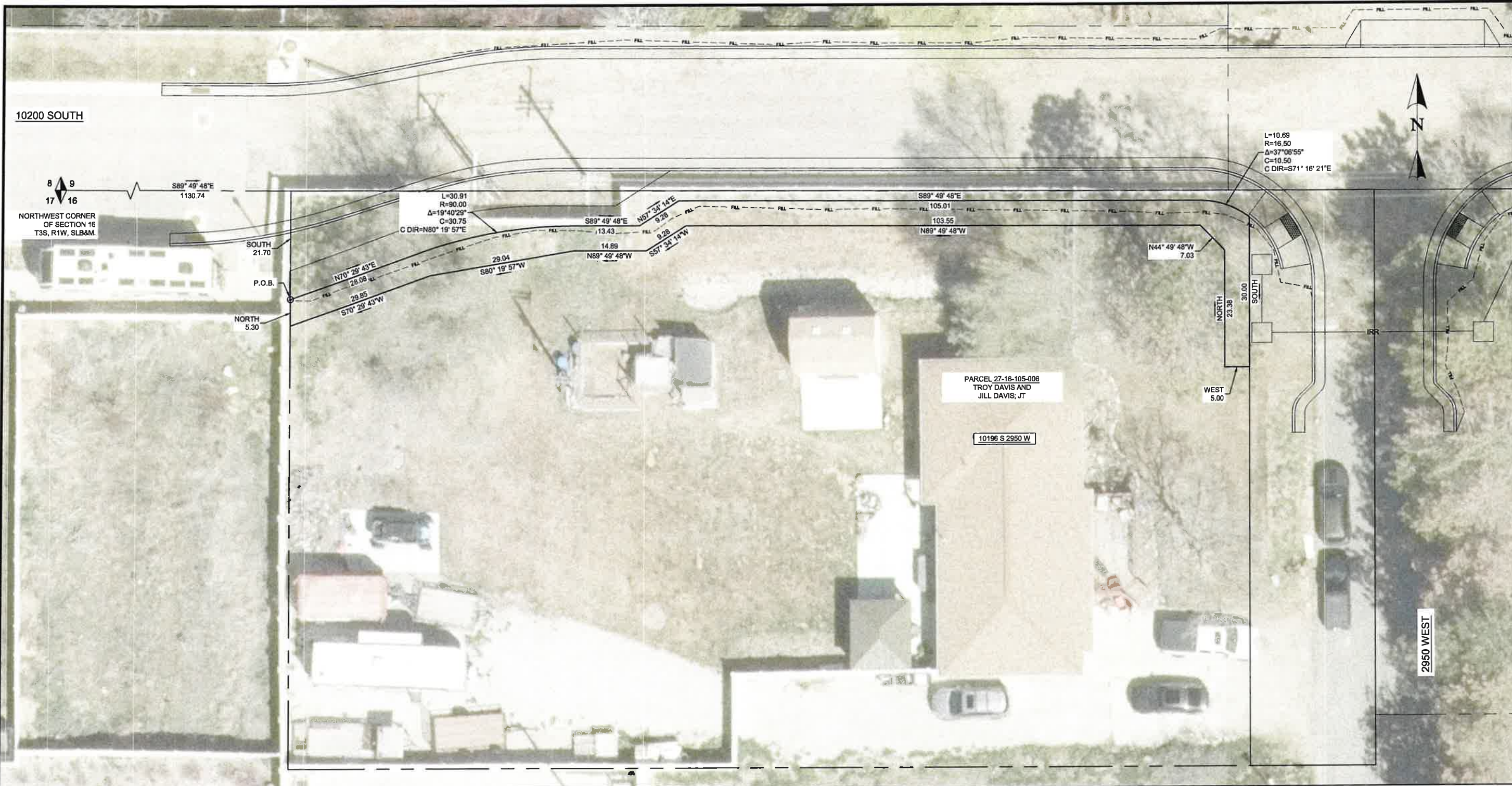
SOUTH JORDAN CITY
10200 SOUTH IMPROVEMENTS
DAVIS
RIGHT-OF-WAY

Drawn By: JWH
Designed By: JWH
Checked By:
Date: 7/6/2023

EX-A

99

F:\ENGINEERING\Construction Division\CIP Projects_2023\Projects\10200 South Street Design\ROW CAD\10200 ROW @ 2850 W Properties.dwg



CONSTRUCTION EASEMENT LEGAL DESCRIPTION
LOCATED IN THE NORTHWEST ¼ OF SECTION 16 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING PART OF PARCEL 27-16-105-006 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER MORE PARTICULARLY AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST PROPERTY LINE OF SAID PARCEL WHICH IS S 89°49'48" E 1130.74 FT AND SOUTH 21.70 FT FROM THE NORTHWEST CORNER OF SECTION 16, T3S, R1W, SLB&M; THENCE N 70°29'43" E 28.08 FT; THENCE 30.91 FT ALONG A TANGENT 30.00 FT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°40'29" (CHORD BEARS N 80°19'57" E 30.75 FT); THENCE S 89°49'48" E 13.43 FT; THENCE N 57°34'14" E 9.28 FT; THENCE S 89°49'48" E 105.01 FT; THENCE 10.89 FT ALONG A TANGENT 16.50 FT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 37°06'55" (CHORD BEARS S 71°16'21" E 10.50 FT); THENCE SOUTH 30.00 FT; THENCE WEST 5.00 FT; THENCE NORTH 23.38 FT; THENCE N 44°49'48" W 7.03 FT; THENCE N 89°49'48" W 103.55 FT; THENCE S 57°34'14" W 9.28 FT; THENCE N 89°49'48" W 14.89 FT; THENCE S 80°19'57" W 29.04 FT; THENCE S 70°29'43" W 29.85 FT; THENCE NORTH 5.30 FT TO THE POINT OF BEGINNING. 1,152 SQ FT (0.026 AC)

| REVISION COMMENTS | |
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SOUTH JORDAN
1800 West Towne Center Dr. / South Jordan, UT 84098
Telephone: (801) 254-2742 / Web: WWW.SJCUTAH.GOV

SOUTH JORDAN CITY
10200 SOUTH IMPROVEMENTS
DAVIS
TEMPORARY CONSTRUCTION EASEMENT

Drawn By: JWH

Designed By: JWH

Checked By: JWH

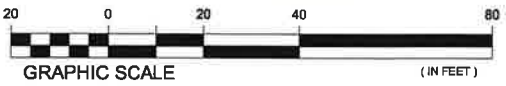
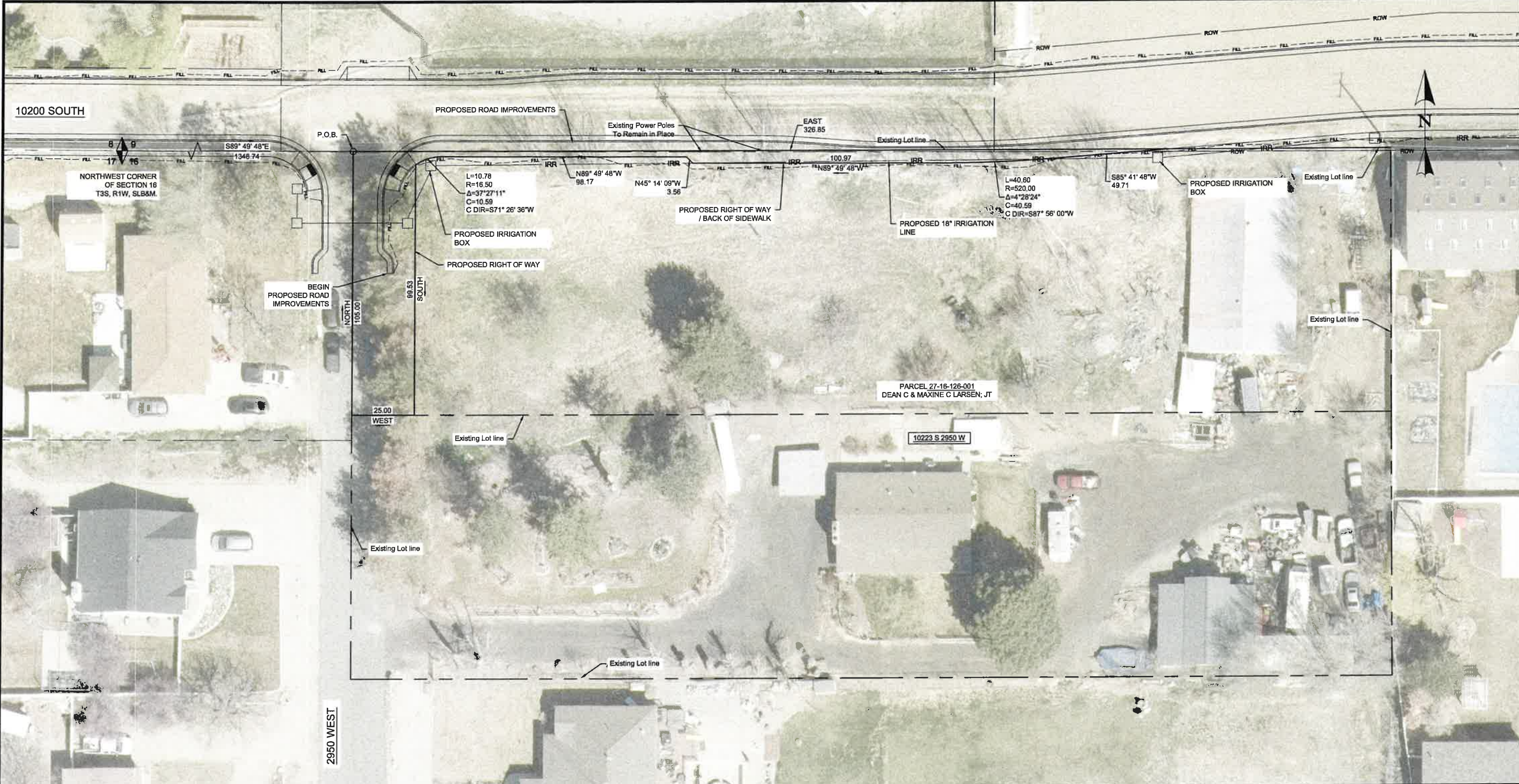
Date: 7/6/2023

EX-B

100

Item L. 1.

F:\ENGINEERING\Construction Division\CIP Projects_2023\Project10200 South Street Design\BROW CAD\10200 ROW @ 2950 W Properties.dwg



LEGAL DESCRIPTION
LOCATED IN THE NORTHWEST ¼ OF SECTION 16 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING PART OF PARCEL 27-16-126-001 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWEST CORNER OF SAID PARCEL WHICH IS S 89°49'48" E 1348.74 FT FROM THE NORTHWEST CORNER OF SECTION 16, T3S, R1W, SLB&M; THENCE EAST 326.85 FT; THENCE S 85°41'48" W 49.71 FT; THENCE 40.60 FT ALONG A TANGENT 520.00 FT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 4°28'24" (CHORD BEARS S 87°56'00" W 40.59 FT); THENCE N 89°49'48" W 100.97 FT; THENCE N 45°14'09" W 3.56 FT; THENCE N 89°49'48" W 98.17 FT; THENCE 10.78 FT ALONG A NON-TANGENT 16.50 FT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°27'11" (CHORD BEARS S 71°26'36" W 10.59 FT); THENCE SOUTH 99.53 FT; THENCE WEST 25.00 FT; THENCE NORTH 105.00 FT TO THE POINT OF BEGINNING. 3,880 SQ FT (0.08 AC)

Item L. 1.

| NO. | DATE | REVISION COMMENTS |
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SOUTH JORDAN
1800 West Towne Center Dr. / South Jordan, UT 84095
Telephone: (801) 254-3142 / Web: WWW.SJC.UTAH.GOV

SOUTH JORDAN CITY
10200 SOUTH IMPROVEMENTS
LARSEN
RIGHT-OF-WAY

Drawn By: JWH

Designed By: JWH

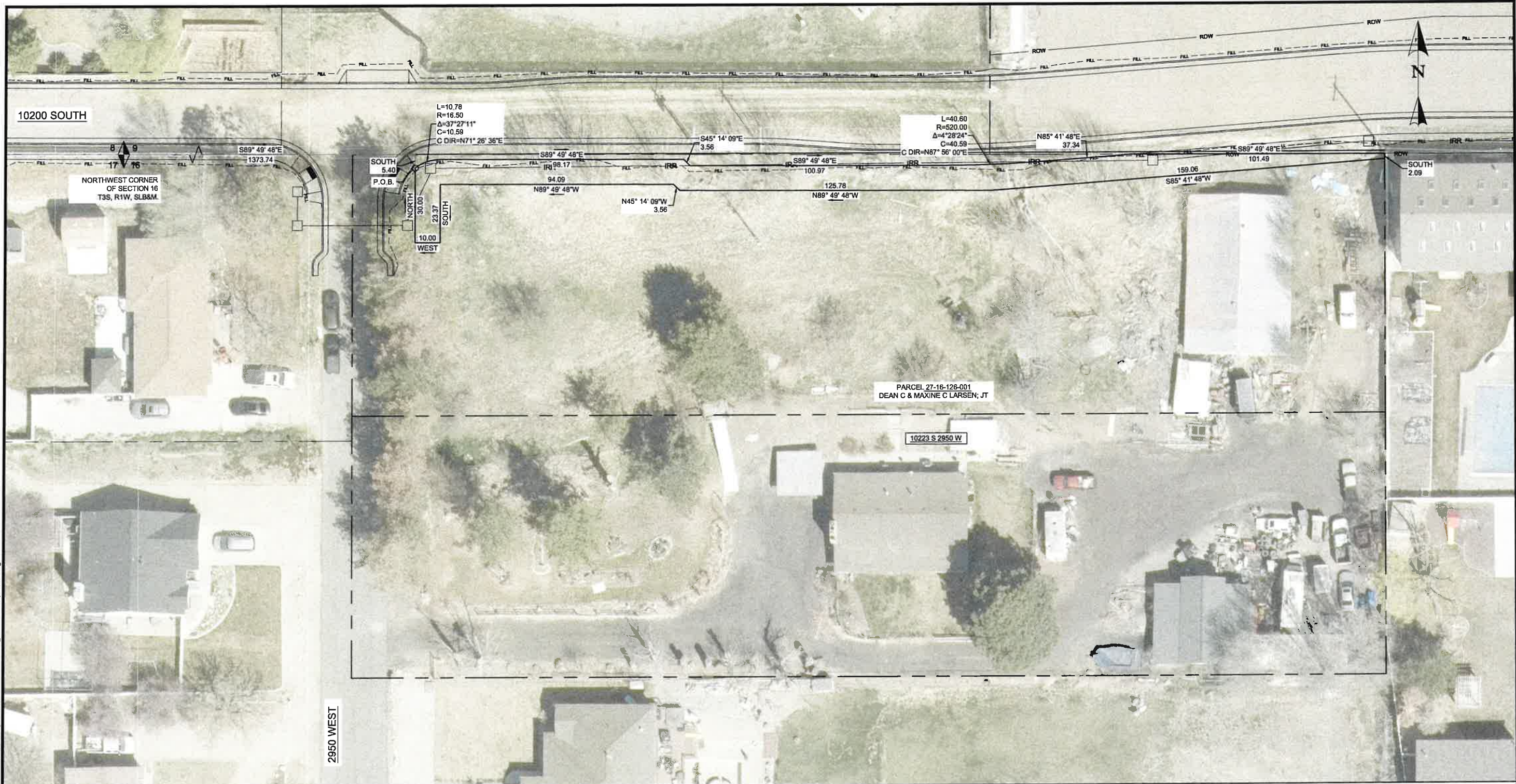
Checked By:

Date: 7/6/2023

EX-A

101

F:\ENGINEERING\Construction Division\CFP Projects\2023 Projects\10200 South Street Design\ROW CAD\10200 ROW @ 2650 W Properties.dwg



TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION
LOCATED IN THE NORTHWEST ¼ OF SECTION 16 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING PART OF PARCEL 27-16-126-001 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT WHICH IS S 89°49'48" E 1373.74 FT AND SOUTH 5.40 FT FROM THE NORTHWEST CORNER OF SECTION 16, T3S, R1W, SLB&M; THENCE 10.78 FT ALONG A NON-TANGENT 16.50 FT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 37°27'11" (CHORD BEARS N 71°26'36" E 10.59 FT); THENCE S 89°49'48" E 98.17 FT; THENCE S 45°14'09" E 3.56 FT; THENCE S 89°49'48" 100.97 FT; THENCE 40.60 FT ALONG A TANGENT 520.00 FT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 4°28'24" (CHORD BEARS N 87°56'00" 40.59 FT); THENCE N 85°41'48" E 37.34 FT; THENCE S 89°49'48" E 101.49 FT; THENCE SOUTH 2.09 FT; THENCE S 85°41'48" W 159.06 FT; THENCE N 89°49'48" W 125.78 FT; THENCE N 45°14'09" 3.56 FT; THENCE N 89°49'48" W 94.09 FT; THENCE SOUTH 23.37 FT; THENCE WEST 10.00 FT; THENCE NORTH 30.00 FT TO THE POINT OF BEGINNING. 3,750 SQ FT (0.086 AC)

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| Item L. 1. | |
| NO. | DATE |
| REVISION COMMENTS | |

SOUTH JORDAN
1800 West Towne Center Dr. / South Jordan, UT 84095
Telephone: (801) 254-3742 / Web: WWW.SJCI.UTAH.GOV

SOUTH JORDAN CITY
10200 SOUTH IMPROVEMENTS
LARSEN
TEMPORARY CONSTRUCTION EASEMENT

Drawn By: JWH
Designed By: JWH
Checked By:
Date: 7/8/2023

EX-B
102

WHEADON EXHIBIT-A

LOCATED IN THE SOUTHWEST 1/4 OF SECTION 9 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING PART OF PARCEL 27-09-300-078 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 2700 WEST WHICH IS N 89°49'48" W 33.00 FT FROM THE SOUTH QUARTER CORNER OF SECTION 9, T3S, R1W, SLB&M; THENCE N 89° 49'48" W 366.45 FT MORE OR LESS TO THE EAST LINE OF THE UTAH LAKE DISTRIBUTION CANAL; THENCE ALONG SAID LINE MORE OR LESS N 00°14'05" W 60.00 FT; THENCE S 89°49'48" E 366.64 FT TO A POINT ON THE WEST RIGHT OF WAY LINE OF 2700 WEST; THENCE ALONG SAID LINE S 00°03'00" E 60.00 TO THE POINT OF BEGINNING. 0.51 AC

WHEADON EXHIBIT-B

LOCATED IN THE SOUTHWEST 1/4 OF SECTION 9 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING PART OF PARCEL 27-09-300-078 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE UTAH LAKE DISTRIBUTION CANAL WHICH IS N 89°49'48" W 463.63 FT MORE OR LESS FROM THE SOUTH QUARTER CORNER OF SECTION 9, T3S, R1W, SLB&M; THENCE N 89°49'48" W 570.37 FT; THENCE N 00°17'07" E 40.00 FT; THENCE N 85°22'30" E 179.45 FT; THENCE S 89°49'48" E 219.69 FT; THENCE N 88°29'06" E 170.03 FT MORE OR LESS TO A POINT ON THE WEST PROPERTY LINE OF THE UTAH LAKE DISTRIBUTION CANAL; THENCE ALONG SAID LINE MORE OR LESS S 01°34'01" E 60.03 FT TO THE POINT OF BEGINNING. 0.70 AC

DAVIS EXHIBIT-A

LOCATED IN THE NORTHWEST 1/4 OF SECTION 16 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING PART OF PARCEL 27-16-105-006 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWEST CORNER OF SAID PARCEL WHICH IS S 89°49'48" E 1130.74 FT FROM THE NORTHWEST CORNER OF SECTION 16, T3S, R1W, SLB&M; THENCE S 89°49'48" E 218.00 FT; THENCE SOUTH 115.00 FT; THENCE WEST 25.00 FT; THENCE NORTH 109.74 FT; THENCE 10.69 FT ALONG A NON-TANGENT 16.50 FT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°06'55" (CHORD BEARS N 71°16'21" W 10.50 FT); THENCE N 89°49'48" W 105.01 FT; THENCE S 57°34'14" W 9.28 FT; THENCE N 89°49'48" W 13.43 FT; THENCE 30.91 FT ALONG A TANGENT 90.00 FT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°40'29" (CHORD BEARS S 80°19'57" W 30.75 FT; THENCE S 70°29'43" W 28.08 FT; THENCE NORTH 21.70 FT TO THE POINT OF BEGINNING. 3,959 SQ FT (0.09 AC)

DAVIS TEMPORARY CONSTRUCTION EASEMENT EXHIBIT-B

LOCATED IN THE NORTHWEST 1/4 OF SECTION 16 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING PART OF PARCEL 27-16-105-006 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST PROPERTY LINE OF SAID PARCEL WHICH IS S 89°49'48" E 1130.74 FT AND SOUTH 21.70 FT FROM THE NORTHWEST CORNER OF SECTION 16, T3S, R1W, SLB&M; THENCE N 70°29'43" E 28.08 FT; THENCE 30.91 FT ALONG A TANGENT 90.00 FT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°40'29" (CHORD BEARS N 80°19'57" E 30.75 FT); THENCE S 89°49'48" E 13.43 FT; THENCE N 57°34'14" E 9.28 FT; THENCE S 89°49'48" E 105.01 FT; THENCE 10.69 FT ALONG A TANGENT 16.50 FT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 37°06'55" (CHORD BEARS S 71°16'21" E 10.50 FT); THENCE SOUTH 30.00 FT; THENCE WEST 5.00 FT; THENCE NORTH 23.38 FT; THENCE N 44°49'48" W 7.03 FT; THENCE N 89°49'48" W 103.55 FT; THENCE S 57°34'14" W 9.28 FT; THENCE N 89°49'48" W 14.89 FT; THENCE S 80°19'57" W 29.04 FT; THENCE S 70°29'43" W 29.85 FT; THENCE NORTH 5.30 FT TO THE POINT OF BEGINNING. 1,152 SQ FT (0.026 AC)

LARSEN EXHIBIT-A

LOCATED IN THE NORTHWEST 1/4 OF SECTION 16 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING PART OF PARCEL 27-16-126-001 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWEST CORNER OF SAID PARCEL WHICH IS S 89°49'48" E 1348.74 FT FROM THE NORTHWEST CORNER OF SECTION 16, T3S, R1W, SLB&M; THENCE EAST 326.85 FT; THENCE S 85°41'48" W 49.71 FT; THENCE 40.60 FT ALONG A TANGENT 520.00 FT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 4°28'24" (CHORD BEARS S 87°56'00" W 40.59 FT); THENCE N 89°49'48" W 100.97 FT; THENCE N 45°14'09" W 3.56 FT; THENCE N 89°49'48" W 98.17 FT; THENCE 10.78 FT ALONG A NON-TANGENT 16.50 FT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°27'11" (CHORD BEARS S 71°26'36" W 10.59 FT); THENCE SOUTH 99.53 FT; THENCE WEST 25.00 FT; THENCE NORTH 105.00 FT TO THE POINT OF BEGINNING. 3,680 SQ FT (0.08 AC)

LARSEN TEMPORARY CONSTRUCTION EASEMENT EXHIBIT-B

LOCATED IN THE NORTHWEST 1/4 OF SECTION 16 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING PART OF PARCEL 27-16-126-001 AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT WHICH IS S 89°49'48" E 1373.74 FT AND SOUTH 5.40 FT FROM THE NORTHWEST CORNER OF SECTION 16, T3S, R1W, SLB&M; THENCE 10.78 FT ALONG A NON-TANGENT 16.50 FT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 37°27'11" (CHORD BEARS N 71°26'36" E 10.59 FT); THENCE S 89°49'48" E 98.17 FT; THENCE S 45°14'09" E 3.56 FT; THENCE S 89°49'48" 100.97 FT; THENCE 40.60 FT ALONG A TANGENT 520.00 FT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 4°28'24" (CHORD BEARS N 87°56'00" 40.59 FT); THENCE N 85°41'48" E 37.34 FT; THENCE S 89°49'48" E 101.49 FT; THENCE SOUTH 2.09 FT; THENCE S 85°41'48" W 159.06 FT; THENCE N 89°49'48" W 125.78 FT; THENCE N 45°14'09" 3.56 FT; THENCE N 89°49'48" W 94.09 FT; THENCE SOUTH 23.37 FT; THENCE WEST 10.00 FT; THENCE NORTH 30.00 FT TO THE POINT OF BEGINNING. 3,750 SQ FT (0.086 AC)

RESOLUTION R2023 - 45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE FILING OF AN EMINENT DOMAIN ACTION IF NECESSARY TO CLEAR TITLE ON THE PROPERTY INVOLVED IN THE CONSTRUCTION OF A PEDESTRIAN CORRIDOR ON THE WEST SIDE OF 2700 W.

WHEREAS, the City of South Jordan (the “City”) is a municipal corporation duly organized and existing under the law of Utah; and

WHEREAS, the City Council of the City of South Jordan (“City Council”) may exercise all administrative and legislative powers by resolution or ordinance pursuant to Utah Code Section 10-3-717 and Section 10-3-701; and

WHEREAS, the City believes that all the property necessary for the construction of a pedestrian corridor on the west side of 2700 West is currently owned by the City, and

WHEREAS, the City is aware of a possible dispute regarding ownership of the property; and

WHEREAS, to best serve the public the City desires to add a new curb, gutter, sidewalk, and street lighting to the portion of 2700 W, attached hereto as Exhibit 1, to provide for a safe pedestrian corridor on the west side of 2700 W.; and

WHEREAS, if necessary the City will file an eminent domain action to ensure the City has undisputed title to the property; and

WHEREAS, Utah Code Section 78B-6-504(2)(b) and (c) requires the City Council to approve the filing of an eminent domain action by a final vote of the City Council during a public meeting; and

WHEREAS, pursuant to Utah Code Section 78B-6-504(2)(d), the City has properly notified the Dell Wheadon Family Limited Partnership, the entity who may allege they are the actual owner of the property, that a public meeting before the City Council would be held on September 19, 2023, and that they would have an opportunity to address the City Council during the public meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization to File Eminent Domain Action. The City Council in a meeting on September 19, 2023, discussed the property and the possible need for the City to file an eminent domain action to ensure the City is the undisputed owner of property necessary for the pedestrian corridor on 2700 W. The City Council hereby authorizes the City’s representatives to file an eminent domain action on the property, attached hereto as **Exhibit 1**, if it is necessary to solve a dispute regarding property ownership.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____ DAY OF _____, 2023 BY THE FOLLOWING VOTE:

| | YES | NO | ABSTAIN | ABSENT |
|----------------|-------|-------|---------|--------|
| Patrick Harris | _____ | _____ | _____ | _____ |
| Bradley Marlor | _____ | _____ | _____ | _____ |
| Donald Shelton | _____ | _____ | _____ | _____ |
| Tamara Zander | _____ | _____ | _____ | _____ |
| Jason McGuire | _____ | _____ | _____ | _____ |

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:



Office of the City Attorney

DESCRIPTION OF PROPERTIES

A parcel of land in fee for the widening of 2700 West Street being part of an entire tract of property situate in the NE1/4 of the SW1/4 of Section 9, T.3S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the North-South Quarter Section Line of said Section 9, which corner is 1,349.86 feet N.00°01'42"E. along said North-South Quarter Section Line from the South Quarter Corner of said Section 9; and running thence S.00°01'42"W. 25.00 feet along said quarter section line to the southerly boundary line of said entire tract; thence N.89°52'25"W. 33.00 feet along said southerly boundary line to a line parallel with and 33.00 feet perpendicularly distant westerly from said quarter section line; thence N.00°01'42"E. 25.00 feet along said parallel line to the southerly boundary line of the Lincoln Estates Subdivision, recorded in the Salt County Recorder's Office as Entry No. 5068167 in Book 9 1-5 at Page 62; thence S.89°52'25"E. 33.00 feet along said subdivision to the point of beginning.

The above described parcel of land contains 825 square feet or 0.019 acre in area.

A parcel of land in fee for the widening of 2700 West Street being part of an entire tract of property situate in the SE1/4 of the SW1/4 of Section 9, T.3S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the South Quarter Corner of said Section 9; and running thence N.89°56'07"W. (N.89°49'48"W. by record) 33.00 feet along the southerly boundary line of said entire tract to a line parallel with and 33.00 feet perpendicularly distant westerly from the North-South Quarter Section Line of said Section 9; thence N.00°03'00"W. 974.71 feet along said parallel line to the northerly boundary line of said entire tract; thence N.89°57'00"E. 33.00 feet along said northerly boundary line to said quarter section line; thence S.00°03'00"E. 974.78 feet along said quarter section line to the point of beginning.

The above described parcel of land contains 32,167 square feet or 0.738 acre in area.

A parcel of land in fee for the widening of 2700 West Street being part of an entire tract of property situate in the SE1/4 of the SW1/4 of Section 9, T.3S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the North-South quarter section line of said Section 9, which corner is 1,324.86 feet N.00°03'00"W. along said quarter section Line from the South Quarter Corner of said Section 9; and running thence S.00°03'00"E. 350.08 feet along said quarter section line; thence S.89°57'00"W. 33.00 feet along the southerly boundary line of said entire tract to a line parallel with and 33.00 feet perpendicularly distant westerly from said quarter section line; thence N.00°03'00"W. 350.14 feet along said parallel line to the northerly boundary line of said entire tract; thence S.89°57'08"E. 33.00 feet along said northerly boundary line to the point of beginning.

The above described parcel of land contains 11,554 square feet or 0.265 acre in area.

THE SOUTH JORDAN CITY REDEVELOPMENT AGENCY

RESOLUTION NO. RDA 2023-06

**A RESOLUTION APPROVING AND ADOPTING THE AMENDED
COMMUNITY REINVESTMENT PROJECT AREA PLAN FOR THE
SOUTHWEST QUADRANT URBAN CENTER COMMUNITY
REINVESTMENT PROJECT AREA**

WHEREAS, pursuant to the provisions of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the “**Act**”), specifically Utah Code Annotated (“UCA”) § 17C-5, the South Jordan City Redevelopment Agency (the “**Agency**”) adopted the Southwest Quadrant Urban Center Community Reinvestment Project Area Plan (“**Original Plan**”) on April 19, 2022 for the Southwest Quadrant Urban Center Community Reinvestment Project Area (“**Project Area**”);

WHEREAS, the Agency had determined that, due to a change in circumstances, including but not limited to, the approval of the South Station Housing Transit and Redevelopment Zone within the Project Area, it is in the best interests of the Agency, South Jordan City and the public to amend the Original Plan;

WHEREAS, the Agency has caused a proposed draft Amended Southwest Quadrant Urban Center Community Reinvestment Project Area Plan (“**Proposed Draft Amended Plan**”) to be prepared pursuant to UCA § 17C-5-112 for the Project Area and the Agency has complied with notice requirements found in UCA § 17C-5-104 and the Proposed Draft Amended Plan has been made available for review and comment as required in UCA § 17C-5-104, and the Agency held, on September 19, 2023, a duly noticed public hearing pursuant to UCA § 17C-5-104 to allow public comment on the Proposed Draft Amended Plan and whether it should be revised, approved, or rejected; and to receive all written and hear all oral objections to the Proposed Draft Amended Plan;

WHEREAS, having received and heard all commentary on and objections, orally and in writing, to the Proposed Draft Amended Plan submitted for its consideration, the Agency has passed upon such objections as it has received and has made such modifications, amendments, and/or emendations to the Proposed Draft Amended Plan as it deems appropriate, if any; and

WHEREAS, the Agency has made relevant findings concerning the amount of opposition, if any, to the Proposed Draft Amended Plan by owners of real property within the Project Area.

THEREFORE, BE IT RESOLVED AND ADOPTED BY THE BOARD OF SOUTH JORDAN CITY REDEVELOPMENT AGENCY AS FOLLOWS:

1. THE AGENCY BOARD FINDS AS FOLLOWS:

1.1. South Jordan City has a Planning Commission as required by UCA § 17C-5-104(1)(a).

- 1.2. South Jordan City has adopted a General Plan under Title 10, Chapter 9a, Part 4, as required by UCA § 17C-5-104(1)(b).
- 1.3. The Agency does not anticipate using eminent domain to acquire property within the Project Area.
- 1.4. The Agency has prepared a proposed community reinvestment project area plan (the “Proposed Draft Amended Plan”) as required by UCA § 17C-5-104(3)(a).
- 1.5. A copy of the Proposed Draft Amended Plan has been available to the public at the Agency's office during normal business hours for at least 30 days before the Plan Hearing as required by UCA § 17C-1-801 *et seq.*
- 1.6. Before holding the Hearing on the Proposed Draft Amended Plan, the Agency provided an opportunity for the State Board of Education and each taxing entity that levies or imposes a tax within the Project Area to consult with the Agency regarding the Proposed Draft Amended Plan as required by UCA § 17C-5-104(2)(c).
- 1.7. The Agency provided Notice of the Hearing on the Proposed Draft Amended Plan as required by UCA § 17C-5-104(2)(d).
- 1.8. The Agency as required in UCA § 17C-5-104(2)(e), held a Hearing on the Proposed Draft Project Area Plan on September 19, 2023, and, at the Hearing, allowed public comment on: (i) the Proposed Draft Amended Plan; and (ii) whether the Agency should revise, adopt, or reject the Proposed Draft Amended Plan.
- 1.9. The Agency pursuant to UCA 17C-5-104(2)(e)(ii) has received all written and oral objections to the Proposed Draft Amended Plan; and following the Hearing on the Proposed Draft Amended Plan has, pursuant to 17C-5-104(2)(f). (i) considered:
 - (A) the oral and written objections to the Proposed Draft Amended Plan and evidence and testimony for and against adoption of the Proposed Draft Amended Plan; and
 - (B) whether to revise, approve, or reject the Proposed Draft Amended Plan.

2. AGENCY ACTION ON THE PROJECT AREA PLAN

2.1. Legal Description of Project Area.

The Proposed Draft Amended Plan has the same Project Area boundaries as found in the Original Plan.

2.2. The Agency's Purposes and Intent with Respect to the Project Area.

The purposes and intent of the Agency with respect to the Project Area are as follows:

- 2.2.1. To satisfy the purposes of the Act, as defined therein, by promoting, creating, and/or retaining jobs through the planning, design, development, construction, rehabilitation, or business relocation within the Project Area, as well as the provision of office, industrial, manufacturing, warehousing, distribution, parking, public, or other facilities, or other improvements that benefit the state or a community;
- 2.2.2. to increase the City's tax base as well as its commercial front so as to improve both opportunity and quality of life for all of its citizens;
- 2.2.3. to promote, encourage, and bring to fruition, the development within the Project Area of a commercial development comprised of up-scale, reputable commercial concerns;
- 2.2.4. to stimulate the economy within the Project Area and in the surrounding area;
- 2.2.5. to provide for the installation of needed infrastructure, if and as necessary, for development within the Project Area;
- 2.2.6. to take any or all additional steps which may be appropriate or necessary to promote or further the aim of improving the Project Area (and, indirectly, of surrounding areas).

2.3. Designation, Adoption, and Incorporation of the Amended Plan as the Amended Official Plan.

The Proposed Draft Amended Plan (attached as **Exhibit A**) is hereby designated the *Official Plan for the Southwest Quadrant Urban Center Community Reinvestment Project Area* (the "**Amended Official Plan**") for the Project Area and is incorporated herein by this reference. The Original Plan is hereby replaced, repealed, and superseded by Amended Official Plan as allowed in UCA § 17C-5-105-112.

The Agency hereby officially approves and adopts the Amended Official Plan for the Southwest Quadrant Urban Center Community Reinvestment Project Area.

2.4. Additional Findings.

- 2.4.1. A need exists to effectuate a public purpose; to wit, the exercise of the statutorily enacted community reinvestment mechanism for the benefit of the citizens of South Jordan City.
- 2.4.2. Benefit to the public shall accrue from the execution of the Amended Official Plan, as each project undertaken thereunder shall be subject to the analysis described in Utah Code § 17C-5-105(2).
- 2.4.3. The adoption and carrying out of the Amended Official Plan are economically sound and feasible.

2.4.4. The Amended Official Plan conforms to the City's General Plan.

2.4.5. Carrying out the Amended Official Plan will promote the public peace, health, safety, and welfare of South Jordan City and its residents.

2.5. Submission of the Amended Official Plan to the South Jordan City Council for Adoption by Ordinance.

2.5.1. Pursuant to Utah Code §§ 17C-5-104 & -109, the Agency Board hereby submits the Amended Official Plan to the South Jordan City Council for review and adoption by ordinance.

2.6. Execution of the Amended Plan.

2.6.1. Following adoption of the Amended Official Plan by the South Jordan City Council, the Agency shall proceed to carry out the Amended Official Plan.

3. RECORDING AND TRANSMITTAL OF THE AMENDED OFFICIAL PLAN

3.1. Pursuant to Utah Code § 17C-5-111, Agency Staff are hereby directed and authorized to take the following actions within 30 days after adoption of the Amended Official Plan by the City Council:

a. to record with the Salt Lake County Recorder a document containing a description of the land within the Project Area, a statement that the Amended Official Plan for the Project Area has been adopted; and the date of its adoption by the City Council; and

b. to transmit a copy of the description of the land within the Project Area, a copy of the City ordinance adopting the Amended Official Plan, and a map indicating the boundaries of the Project Area to each of the following: (i) the auditor and assessor of the county in which the Project Area is located; (ii) the officer or officers performing the function of auditor or assessor for each taxing entity, if any, that does not use the county assessment roll or collect its taxes through the county; (iii) the legislative body or governing board of each taxing entity; (iv) the State Tax Commission; and (v) the State Board of Education.

4. EFFECTIVE DATE OF RESOLUTION

This Resolution shall be effective upon adoption.

[No Further Text on This Page]

APPROVED AND ADOPTED by the South Jordan City Redevelopment Agency Board this
____ day of _____ 2023.

**SOUTH JORDAN CITY
REDEVELOPMENT AGENCY**

Dawn R. Ramsey, Agency Chair

ATTEST:

Anna Crookston, Agency Secretary

Approved as to Form:

J. Craig Smith
J. Craig Smith (Sep 15, 2023 17:18 MDT)

J. Craig Smith, Agency Counsel

EXHIBIT A

Proposed Draft Amended Plan



**DRAFT AMENDED & RESTATED
SOUTHWEST QUADRANT URBAN CENTER
COMMUNITY REINVESTMENT PROJECT
AREA PLAN¹**

**ORIGINALLY ADOPTED APRIL 19, 2022
AMENDED AND RESTATED SEPTEMBER 18, 2023**

AGENCY BOARD RESOLUTION ADOPTING AMENDED & RESTATED PLAN NO. _____
AGENCY BOARD RESOLUTION ADOPTING AMENDED & RESTATED BUDGET NO. _____
CITY COUNCIL ORDINANCE ADOPTING AMENDED & RESTATED PLAN NO. _____

AMENDED & RESTATED PLAN PREPARED BY:

**SOUTH JORDAN CITY REDEVELOPMENT AGENCY
1600 WEST TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095**

WITH THE ASSISTANCE OF: SMITH HARTVIGSEN, PLLC

¹ REPLACING & SUPERSEDING ADOPTED "SOUTHWEST QUADRANT URBAN CENTER COMMUNITY PLAN REINVESTMENT PROJECT AREA PLAN" ADOPTED APRIL 19, 2022

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1. Introduction To Amended and Restated Project Area Plan

This Community Reinvestment Project Area Plan (the “**Adopted Plan**” or “**Adopted Project Area Plan**”) for the Southwest Quadrant Urban Center Project Area (the “**Adopted Project Area**”)² located within the City of South Jordan, (“**City**”) was adopted on April 19, 2202. Due to changing circumstances, the Board of Directors (“**Board**”) of the South Jordan City Redevelopment Agency³ (the “**Agency**”), determined it was in the best interests of the Agency, City of South Jordan, (“**City**”), and the public at large, to amend the Adopted Plan. The South Jordan City Council concurred with the Board. Key among the changing circumstances was the creation of the South Station Housing Transit Reinvestment Zone, (“**South Station HTRZ**”), pursuant to the Housing and Transit Reinvestment Zone Act, Title 63N, Chapter 3, Part 6 of the Utah Code, within the Project Area. The South Station HTRZ lies within the boundary of the Project Area.

The Agency, with the assistance of consultants and staff, has carefully prepared this Amended and Restated Community Reinvestment Project Area Plan (the “**Amended Plan**” or “**Amended Project Area Plan**”) for the Project Area. This Amended Plan is the result of considerable discussion, negotiation, and planning, with the major owner of land within the Project Area, VP Daybreak Holdings, LLC.⁴ The initial effort to create the Project Area began with a Survey Resolution on December 7, 2021. A copy of the Survey Resolution is included as **Exhibit A**.⁵

Like the Adopted Plan the Amended Plan was prepared pursuant to, and complies with, the provisions of Chapters 1 and 5 of Title 17C, the Utah Community Reinvestment Agency Act, of the Utah Code Annotated 1953, as amended (the “**Act**”). The requirements of the Act, including notice and hearing obligations, have been carefully observed at all times throughout the process to create the Adopted Plan and Amended Plan and the Project Area. This Amended Plan is for development of the Project Area located entirely within the boundaries of the City. The specific boundaries and proposed development that is expected to occur within these boundaries are set forth in this Amended Plan. This Amended Plan shall be titled “Amended and Restated Southwest Quadrant Urban Center Community Reinvestment Project Area Plan” and has been adopted (and revised, if applicable) on the date shown on the cover page, by the Agency Board⁶ and the South Jordan City Council.

Many aspects of this Amended Plan are identical to the Adopted Plan. There is no change to the Project Area Boundary.⁷ The major change is due to the creation of the South Station

² See definition in § 17C-1-102(46) of the Act.

³ See definition in § 17C-1-102(4) of the Act.

⁴ VP Daybreak Holdings, LLC is held by the Larry H. Miller Company, a likely Participant. See definition of “Participant” § 17C-1-102(40) of the Act. The Agency may also engage with other Participants.

⁵ All Exhibits are incorporated into the Plan by reference.

⁶ See definition in § 17C-1-102(11) of the Act.

⁷ A small portion of Parcel #26243000090000 extends outside of the Project Area. The Agency will provide a metes and bounds description of the portion of Parcel #26243000090000 within the Project Area,

HTRZ, on March 22, 2023, no Tax Increment will be captured by the Agency under the Amended Plan or Amended Budget, from any parcel also within the boundary of the South Station HTRZ. See Utah Code § 63N-3-603(4)(c). The South Station HTRZ is within the boundaries of the Project Area and overlaps a portion of the Project Area. A map of the Project Area, showing the portion within the South Station HTRZ is included as **Exhibit B**.

Simultaneously with the adoption of the Amended Plan the Agency anticipates adopting an Amended and Restated Project Area Budget "**Amended Budget**" for the Project Area a copy of the Amended Budget is attached as **Exhibit C**. The second major change found in the Amended Plan and the Amended Budget is at the present time the Agency only anticipates entering into an Interlocal Agreement under Utah Code § 17C-1-1002 with South Jordan City. If over time the Agency's plans change a second amended budget will be created and approved.

To avoid potential confusion from having both an Adopted Plan and Amended Plan this Amended Plan also restates the unamended provisions of the Adopted Plan and thus supersedes and replaces the Adopted Plan approved on April 19, 2022. Upon adoption, the governing document for the Project Area is the Amended Plan along with the Amended and Restated Budget, discussed below.

The Amended Plan was adopted pursuant to Section 17C-5-112 of the Act and the Amended Budget was adopted pursuant to Section 17C-5-306 of the Act. Notices of the adoption of the Amended Plan and Amended Budget were given pursuant to the Act.

In accordance with the terms of this Amended Plan, the Agency will encourage, promote, and provide for the development of a mixed-use, transit oriented, and regionally significant urban center to be undertaken by the selected Participant. The Southwest Quadrant Urban Center will be developed in a manner to attract business, and provide housing, recreation and entertainment for workers and their families as well as subregional populations. The development will consist of office and retail space, civic amenities, and entertainment venues as well as owner occupied and for-rent residential units. A mix of the land uses will be organized in a compact walkable format around a connected parks and plaza spaces in a manner that promotes civic engagement, sustainable mobility choices and further utilization of the Mid-Jordan light rail transit line. The public realm will consist of open spaces, walkways and pedestrian friendly streets designed to create an urban community with gathering space that will also complement and serve adjacent neighborhoods and attract residents.

The Project Area is intended to generate revenue from "**Tax Increment**," defined in § 17C-1-102(61) of the Act, for up to twenty (20) years from any given parcel or area within the Project Area, within a window of thirty (30) years beginning in 2026 and ending in 2055. Thus, the collection of Tax Increment will be triggered on a parcel-by-parcel basis. Additionally, beginning in 2030, Tax Increment may be available from the 36.913 acres of the Project Area

pursuant to § 17C-1-414(1) in order for the portion of the Parcel within the Project Area to be included for the purposes of calculating Tax Increment.

that is within the South Station Project Area.⁸ The first year Tax Increment may be collected in 2026 and the final year is 2055.

The Agency has determined that the land within the Project Area meets the criteria for creation of a Project Area. The Project Area offers the opportunity to bring new development to the City that will attract private capital investment, contribute to the tax base, and otherwise contribute to the economic vitality and prosperity of South Jordan City.

Creation of the Project Area will allow the selected Participant to request Tax Increment generated in the Project Area from the Agency in order to create a true urban center, bring jobs, increase property tax revenue, and sales tax revenue. Creation of the Project Area will also permit the Agency to construct much-needed infrastructure independent of, or in conjunction with, private projects.

This Amended Plan is prepared in good faith as a current reasonable estimate of the economic impact of this Project Area Plan. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this report represents the reasonable expectations of the Amended Plan. The Agency makes no guarantee that the projections contained in this Amended Plan document or in the Amended Budget, attached as Ex. C, accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, as amended, and this Amended Plan shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act.

The ordering of Sections of this Amended Plan document is consistent with the presentation of requirements and other criteria for "**Project Area Development**"⁹ as set forth in Utah Code Ann. Section 17C-5-105.

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⁸ The term and amount of Tax Increment collected by the Agency are subject to Interlocal Agreements with individual Taxing Entities at present the only anticipated Interlocal Agreement will be with South Jordan City.

⁹ See definition in UCA § 17C-1-102(48).

2. Project Area Boundary

The Project Area is unchanged under the Amended Plan. The Project Area is located within South Jordan, Utah and contains approximately 846.776 acres including the portion of the Project Area within the South Station Project Area (approximately 36.913 acres) and within the South Station HTRZ (approximately 152.09 acres).¹⁰ A map of the Project Area is attached as Ex. B and incorporated herein.

The land contained within the Project Area is primarily owned by the anticipated Participant; some parcels within the Project Area are currently owned by the City and may be transferred to the Agency to encourage Project Area Development. The legal description of the Project Area is below:

TOTAL PROJECT AREA 846.776 ACRES (INCLUDING PORTIONS WITHIN THE SOUTH STATION CRA & THE SOUTH STATION HTRZ)

Beginning at the Southwest Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of bearings is North 89°58'44" East 2648.798' between the Southwest Corner and the South Quarter Corner of Section 14), said point also being a Northeasterly Corner of Lot Z105 of the VP Daybreak Operations-Investments Plat 1, recorded as Entry No. 12571292 in the Office of the Salt Lake County Recorder and running thence North 00°02'36" West 1580.687 feet; thence North 54°37'58" East 604.024 feet to the Westerly Right-of-Way Line of Bingham Rim Road; thence along said Bingham Rim Road the following (14) courses: 1) North 35°08'16" West 0.602 feet; 2) North 54°51'44" East 150.407 feet; 3) North 54°37'58" East 313.521 feet to a point on a 782.000 foot radius tangent curve to the right, (radius bears South 35°22'02" East, Chord: North 61°56'57" East 199.178 feet); 4) along the arc of said curve 199.720 feet through a central angle of 14°37'59"; 5) North 69°15'57" East 77.927 feet to a point on a 718.000 foot radius tangent curve to the left, (radius bears North 20°44'03" West, Chord: North 53°18'35" East 394.761 feet); 6) along the arc of said curve 399.911 feet through a central angle of 31°54'45"; 7) North 37°21'12" East 109.649 feet to a point on a 782.000 foot radius tangent curve to the right, (radius bears South 52°38'48" East, Chord: North 56°16'14" East 507.049 feet); 8) along the arc of said curve 516.380 feet through a central angle of 37°50'03"; 9) North 75°11'15" East 540.831 feet to a point on a 968.000 foot radius tangent curve to the left, (radius bears North 14°48'45" West, Chord: North 67°29'41" East 259.163 feet); 10) along the arc of said curve 259.943 feet through a central angle of 15°23'10"; 11) North 59°48'06" East 102.936 feet to a point on a 1032.000 foot radius tangent curve to the right, (radius bears South 30°11'54" East, Chord: North 66°04'22" East 225.455 feet); 12) along the arc of said curve 225.905 feet through a central angle of 12°32'31"; 13) North 72°20'37" East 68.452 feet; 14) North 86°54'42" East 16.010 feet; thence North 58°53'54" East 477.853 feet to a Northwestern Corner of Lot C-101 of the Daybreak North Station Campus subdivision, recorded as Entry No. 12961137 in the Office of the Salt Lake County Recorder and a point on a 2050.000 foot radius non tangent curve to the right, (radius bears South 21°02'26" East, Chord: North 79°28'47" East 748.592 feet); thence along said Lot C-101 the following (4) courses: 1) along the arc of said curve 752.815 feet through a central angle of 21°02'26"; 2) East 519.548 feet to a point on a 950.000 foot radius tangent curve to the left, (radius bears North, Chord: North 82°58'21" East 232.461 feet); 3) along the arc of said curve 233.045 feet through a central angle of 14°03'19"; 4) North 75°56'41" East 247.191 feet; thence North 74°25'46" East 124.623 feet to the East Side of a Right-of-Way Quitclaim Deed recorded as Entry No. 10429973 in Book 9607 at Page 4745 in the Office of the Salt Lake County Recorder; thence along said Right-of-Way Quitclaim Deed the following (3) courses: 1) South 03°48'48" East 14.293 feet to a point on a 962.500 foot radius non tangent curve to the left, (radius bears North 17°29'26" West, Chord: North 72°04'17" East 14.713 feet); 2) along the arc of said curve 14.713 feet through a central angle of 00°52'33"; 3) South 139.831 feet to the Southerly

¹⁰ No Tax Increment will be sought, under the Amended Plan and Amended Budget from the portion of the Project Area within the South Station HTRZ. No Tax Increment will be sought from the approximately 36.913 acres in the South Station Project Area until such time as the South Station Project Area ceases collection of Tax Increment which is expected to be 2030.

Line of Lot OS2 of the Amended Lots B2, B3, OS2, T4, V4, V7 & WTC2 Kennecott Master Subdivision #1 recorded as Entry No. 8824749 in Book 2003P at Page 303 in the Office of the Salt Lake County Recorder; thence along said Lot OS2 the following (2) courses: 1) North 76°05'06" East 225.696 feet to a point on a 630.000 foot radius tangent curve to the left, (radius bears North 13°54'54" West, Chord: North 74°32'06" East 34.087 feet); 2) along the arc of said curve 34.091 feet through a central angle of 03°06'02" to a point of reverse curvature with a 1135.000 foot radius non tangent curve to the right, (radius bears North 29°17'09" West, Chord: South 61°47'08" West 42.448 feet) to a point on the Northerly Line of Daybreak Village 5 Plat 11 Subdivision, recorded as Entry No. 12725751 in the Office of the Salt Lake County Recorder; thence along said Daybreak Village 5 Plat 11 Subdivision the following (2) courses: 1) along the arc of said curve 42.451 feet through a central angle of 02°08'35"; 2) South 36°32'54" East 222.889 feet to the North most Corner of Daybreak Village 5 Multi Family #6 subdivision, recorded as Entry No. 13006091 in the Office of the Salt Lake County Recorder; thence along said Daybreak Village 5 Multi Family #6 the following (10) courses: 1) South 53°27'06" West 122.207 feet to a point on a 172.000 foot radius tangent curve to the right, (radius bears North 36°32'54" West, Chord: South 60°01'44" West 39.403 feet); 2) along the arc of said curve 39.490 feet through a central angle of 13°09'17"; 3) South 34°06'57" East 42.244 feet to a point on a 368.000 foot radius tangent curve to the right, (radius bears South 55°53'03" West, Chord: South 25°12'41" East 113.923 feet); 4) along the arc of said curve 114.383 feet through a central angle of 17°48'32"; 5) South 16°18'25" East 159.870 feet to a point on a 368.000 foot radius tangent curve to the right, (radius bears South 73°41'35" West, Chord: South 09°26'14" East 88.037 feet); 6) along the arc of said curve 88.248 feet through a central angle of 13°44'23"; 7) South 02°34'02" East 156.608 feet; 8) South 01°38'02" East 30.000 feet; 9) North 88°21'58" East 32.004 feet to a point on a 1755.000 foot radius tangent curve to the left, (radius bears North 01°38'02" West, Chord: North 83°48'32" East 278.878 feet); 10) along the arc of said curve 279.172 feet through a central angle of 09°06'51" to the West Line of said Daybreak Village 5 Plat 11 Subdivision; thence along said Daybreak Village 5 Plat 11 Subdivision the following (2) courses: 1) South 157.519 feet; 2) East 177.000 feet extending along the South Line of said Kennecott Daybreak Village 5 Plat 4 Subdivision to the East Right-of-Way Line of Stavanger Drive; thence along said Stavanger Drive South 144.370 feet to the Southerly Right-of-Way Line of Cardinal Park Road; thence along said Cardinal Park Road West 61.000 feet to the West Line of Daybreak North Station Multi Family #1 subdivision, recorded as Entry No. 13736049 in the Office of the Salt Lake County Recorder; thence along said Daybreak North Station Multi Family #1 the following (3) courses: 1) South 55.278 feet to a point on a 233.000 foot radius tangent curve to the left, (radius bears East, Chord: South 18°16'27" East 146.121 feet); 2) along the arc of said curve 148.629 feet through a central angle of 36°32'54"; 3) South 36°32'54" East 179.275 feet to the Northerly Right-of-Way Line of Pipestone Way; thence along said Pipestone Way South 53°27'06" West 483.000 feet to the Easterly Right-of-Way Line of Lake Run Road; thence along said Lake Run Road the following (2) courses: 1) South 36°32'54" East 268.660 feet; 2) South 40°41'59" East 155.749 feet to the Northerly Right-of-Way Line of South Jordan Parkway; thence South 17°06'57" East 142.095 feet to the intersection of the Centerline of Lake Run Road and the Southeasterly Right-of-Way Line of said South Jordan Parkway; thence along said South Jordan Parkway North 53°27'06" East 1006.171 feet to the Northeasterly Line of Lot T3 of the Amended Lots B2, B3, OS2, T4, V4, V7 & WTC2 Kennecott Master Subdivision #1 recorded as Entry No. 8824749 in Book 2003P at Page 303 in the Office of the Salt Lake County Recorder; thence along said Lot T3 South 36°32'54" East 373.500 feet to the Northwesterly Right-of-Way Line of Big Sur Drive; thence along said Big Sur South 53°27'06" West 1006.171 feet to said Centerline of Lake Run Road; thence along said Centerline South 36°32'54" East 2888.839 feet to the extension of the Northwest Line of Daybreak South Station Multi Family #5, recorded as Entry No. 13528014 in the Office of the Salt Lake County Recorder; thence along said Northwest Line and Northwest Line extended South 53°27'06" West 265.391 feet to the Northeasterly Right-of-Way Line of Freestone Road; thence along said Freestone Road North 36°32'54" West 74.490 feet to the Northwesterly Right-of-Way Line of Reventon Drive; thence along said Reventon Drive South 53°27'06" West 305.317 feet to an extension of the Southwesterly Line of Lot C-101 of Daybreak South Station Plat 3, recorded as Entry No. 13288782 in the Office of the Salt Lake County Recorder; thence along said Southwesterly Line and Southwesterly Line extended South 36°32'54" East 330.026 feet to the Northwesterly Right-of-Way Line of Black Twig Drive and a point on a 532.500 foot radius non tangent curve to the left, (radius bears South 27°29'14" East, Chord: South 57°53'46" West 85.721 feet); thence along said Black Twig Drive the following (2) courses: 1) along the arc of said curve 85.814 feet through a central angle of 09°14'00"; 2) South 53°16'46" West 286.212 feet to the Southwesterly Right-of-Way Line of Grandville Avenue; thence along said Grandville Avenue South 36°43'14" East 67.000 feet to the Southeasterly Right-of-Way Line of said Black Twig Drive; thence along said Black Twig Drive South 53°16'46" West 14.000 feet to said Southwesterly Right-of-Way Line of Grandville Avenue; thence along said Grandville Avenue South 36°43'14" East 344.071 feet to the Northern most Corner of Lot C-101 of the Daybreak South Station Library, recorded as Entry No. 12859603

in the Office of the Salt Lake County Recorder; thence along said Lot C-101 the following (2) courses: 1) South 53°28'22" West 353.747 feet; 2) South 36°32'54" East 384.317 feet to the Southeasterly Right-of-Way Line of Rambutan Way; thence along said Rambutan Way North 53°27'06" East 495.901 feet to the Northeasterly Right-of-Way Line of Grandville Avenue; thence along said Grandville Avenue North 36°43'14" West 2.000 feet to said Southeasterly Right-of-Way Line of Rambutan Way; thence along said Rambutan Way the following (2) courses: 1) North 53°27'06" East 168.335 feet to a point on a 467.500 foot radius tangent curve to the right, (radius bears South 36°32'54" East, Chord: North 58°12'08" East 77.436 feet); 2) along the arc of said curve 77.525 feet through a central angle of 09°30'05" to the West most Corner of Daybreak South Station Multi Family #2 Subdivision, recorded as Entry No. 12705641 in the Office of the Salt Lake County Recorder; thence along said Daybreak South Station Multi Family #2 Subdivision the following (5) courses: 1) South 36°32'54" East 113.886 feet; 2) North 53°27'06" East 95.780 feet; 3) North 66°49'07" East 144.381 feet; 4) North 64°09'02" East 36.636 feet; 5) North 53°27'06" East 12.500 feet to a Southwesterly Corner of Daybreak South Station Multi Family #3 Amended Subdivision, recorded as Entry No. 12859632 in the Office of the Salt Lake County Recorder; thence along said Daybreak South Station Multi Family #3 Amended Subdivision the following (3) courses: 1) North 53°27'06" East 138.742 feet to a point on a 20.000 foot radius tangent curve to the right, (radius bears South 36°32'54" East, Chord: South 81°32'48" East 28.285 feet); 2) along the arc of said curve 31.417 feet through a central angle of 90°00'14"; 3) South 36°32'41" East 130.187 feet to a Northwesterly Corner of said Daybreak South Station Multi Family #2 Subdivision; thence along said Daybreak South Station Multi Family #2 Subdivision the following (4) courses: 1) South 36°32'41" East 133.210 feet to a point on a 19.465 foot radius tangent curve to the right, (radius bears South 53°27'19" West, Chord: South 09°13'47" West 27.898 feet); 2) along the arc of said curve 31.102 feet through a central angle of 91°32'55"; 3) South 53°28'22" West 423.481 feet; 4) South 36°32'54" East 90.156 feet to the Northwesterly Right-of-Way Line of Duckhorn Drive; thence along said Duckhorn Drive South 53°27'06" West 0.421 feet; thence South 36°32'54" East 65.000 feet to the Southeasterly Right-of-Way Line of said Duckhorn Drive and a Westerly Corner of said Daybreak South Station Multi Family #2 Subdivision; thence along said Daybreak South Station Multi Family #2 Subdivision the following (4) courses: 1) South 36°32'54" East 90.000 feet; 2) North 53°27'06" East 416.435 feet to a point on a 20.003 foot radius non tangent curve to the right, (radius bears South 36°27'44" East, Chord: South 81°30'30" East 28.266 feet); 3) along the arc of said curve 31.389 feet through a central angle of 89°54'30"; 4) South 36°32'41" East 178.249 feet to a Northwesterly Corner of said Daybreak South Station Multi Family #3 Amended Subdivision; thence along said Daybreak South Station Multi Family #3 Amended Subdivision the following (4) courses: 1) South 36°32'41" East 156.251 feet to a point on a 20.000 foot radius tangent curve to the right, (radius bears South 53°27'19" West, Chord: South 08°27'12" West 28.283 feet); 2) along the arc of said curve 31.415 feet through a central angle of 89°59'46"; 3) South 53°27'06" West 416.386 feet; 4) South 36°32'54" East 92.000 feet to the Northwesterly Right-of-Way Line of Daybreak Parkway; thence along said Daybreak Parkway South 53°27'06" West 441.058 feet to the Southwesterly Right-of-Way Line of said Grandville Avenue; thence along said Grandville Avenue the following (3) courses: 1) North 36°43'14" West 64.607 feet to a point on a 622.500 foot radius tangent curve to the right, (radius bears North 53°16'46" East, Chord: North 31°24'26" West 115.290 feet); 2) along the arc of said curve 115.455 feet through a central angle of 10°37'36"; 3) North 26°05'38" West 202.444 feet to the East most Corner of Lot C-103 of Kennecott Daybreak University Medical #1 Amended, recorded as Entry No. 11107229 in the Office of the Salt Lake County Recorder; thence along said Lot C-103 the following (2) courses: 1) South 64°12'42" West 181.321 feet; 2) North 36°32'54" West 143.632 feet to the Southeasterly Right-of-Way Line of Duckhorn Drive; thence along said Duckhorn Drive and Duckhorn Drive extended South 53°27'06" West 667.484 feet to the North Corner of Daybreak University Medical #2, recorded as Entry No. 12729877 in the Office of the Salt Lake County Recorder; thence along said Daybreak University Medical #2 the following (2) courses: 1) South 53°27'06" West 359.332 feet; 2) South 37°29'42" East 498.435 feet to said Northwesterly Right-of-Way Line of Daybreak Parkway; thence South 52°59'04" West 807.239 feet to the Easterly Line of Kennecott Daybreak Village 7A Plat 1 Subdivision, recorded as Entry No. 12174130 in the Office of the Salt Lake County Recorder; thence along said Kennecott Daybreak Village 7A Plat 1 Subdivision the following (6) courses: 1) North 06°11'13" West 16.808 feet; 2) North 37°09'03" West 125.600 feet to a point on a 7958.500 foot radius tangent curve to the left, (radius bears South 52°50'56" West, Chord: North 37°58'30" West 228.922 feet); 3) along the arc of said curve 228.930 feet through a central angle of 01°38'53"; 4) North 36°30'56" West 255.600 feet to a point on a 8032.500 foot radius non tangent curve to the right, (radius bears North 52°18'27" East, Chord: North 37°24'27" West 79.860 feet); 5) along the arc of said curve 79.860 feet through a central angle of 00°34'11"; 6) North 37°07'22" West 227.750 feet to the Southerly Line of Daybreak Village 7A Plat 3 Subdivision, recorded as Entry No. 13272988 in the Office of the Salt Lake County Recorder; thence along said Daybreak Village 7A Plat 3 Subdivision North 53°27'06" East 0.049 feet to the Westerly Right-of-Way Line of Mountain View

Corridor (SR-85); thence along said Mountain View Corridor the following (14) courses: 1) North 37°07'17" West 193.574 feet to a point on a 6032.594 foot radius tangent curve to the right, (radius bears North 52°52'43" East, Chord: North 34°54'39" West 465.382 feet); 2) along the arc of said curve 465.497 feet through a central angle of 04°25'16"; 3) North 89°21'02" West 26.970 feet; 4) North 34°02'27" West 57.001 feet; 5) North 11°21'47" East 21.060 feet to a point on a 5958.593 foot radius non tangent curve to the left, (radius bears South 56°46'02" West, Chord: North 33°27'33" West 47.081 feet); 6) along the arc of said curve 47.081 feet through a central angle of 00°27'10"; 7) North 33°41'07" West 173.593 feet; 8) North 29°52'17" West 27.962 feet; 9) North 33°43'21" West 347.794 feet; 10) North 40°29'03" West 253.321 feet; 11) North 81°17'28" West 26.035 feet; 12) North 37°09'00" West 109.880 feet; 13) North 09°09'20" East 13.910 feet; 14) North 40°29'39" West 1.745 feet to the Northerly Right-of-Way Line of Lake Avenue and a point on a 949.000 foot radius non tangent curve to the right, (radius bears North 33°15'27" West, Chord: South 76°56'56" West 655.573 feet); thence along said Lake Avenue the following (4) courses: 1) along the arc of said curve 669.362 feet through a central angle of 40°24'46"; 2) North 82°50'41" West 1277.278 feet to a point on a 1071.000 foot radius tangent curve to the left, (radius bears South 07°09'19" West, Chord: North 89°03'27" West 231.810 feet); 3) along the arc of said curve 232.264 feet through a central angle of 12°25'32"; 4) South 84°43'47" West 501.434 feet to a Westerly Line of Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation, recorded as Entry No. 13061700 in the Office of the Salt Lake County Recorder and a point on a 1033.000 foot radius non tangent curve to the left, (radius bears South 75°11'24" West, Chord: North 24°11'02" West 336.507 feet); thence along said Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation and West Line extended the following (2) courses: 1) along the arc of said curve 338.013 feet through a central angle of 18°44'53"; 2) North 33°33'29" West 1165.644 feet to the Northerly Right-of-Way Line of South Jordan Parkway; thence along said South Jordan Parkway North 54°38'21" East 999.495 feet to the Westerly Right-of-Way Line of Trocadero Avenue; thence along said Trocadero Avenue the following (3) courses: 1) North 33°33'29" West 150.281 feet to a point on a 532.000 foot radius tangent curve to the right, (radius bears North 56°26'31" East, Chord: North 16°46'44" West 307.157 feet); 2) along the arc of said curve 311.591 feet through a central angle of 33°33'29"; 3) North 211.912 feet to the South Line of the Southeast Quarter of said Section 14; thence along said South Line South 89°58'54" West 25.862 feet to the South Quarter Corner of said Section 14; thence along the South Line of the Southwest Quarter of said Section 14 South 89°58'44" West 2648.798 feet to the point of beginning.

Less and excepting therefrom: All of Lot C-101 of the Daybreak South Jordan City Public Safety Center, recorded as Entry No. 12961132 in the Office of the Salt Lake County Recorder

Also, less and excepting therefrom: All of Lot C-101 of the Daybreak NMU Questar Regulator Station Plat, recorded as Entry No. 12637435 in the Office of the Salt Lake County Recorder

Total: 846.776 acres.

SOUTH STATION HTRZ 152.09 ACRES (ALL WITHIN THE PROJECT AREA)

Beginning at a point that lies South 89°55'30" East 2074.745 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 1561.552 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 37°29'42" West 1713.058 feet; thence North 53°27'06" East 484.949 feet; thence North 36°32'54" West 447.000 feet; thence South 53°27'06" West 492.334 feet; thence North 37°29'42" West 1247.558 feet; thence North 00°00'12" East 90.770 feet; thence North 33°40'19" West 1117.454 feet; thence North 89°58'54" East 619.610 feet; thence North 00°02'52" East 867.985 feet; thence North 53°27'06" East 2104.017 feet; thence South 36°32'54" East 373.500 feet; thence South 53°27'06" West 1056.671 feet; thence South 36°32'54" East 629.828 feet; thence North 53°27'06" East 27.000 feet; thence South 36°32'54" East 109.531 feet; thence South 43°40'24" East 2.832 feet to a point on a 1249.500 foot radius tangent curve to the right, (radius bears South 46°19'36" West, Chord: South 40°06'39" East 155.281 feet); thence along the arc of said curve 155.382 feet through a central angle of 07°07'30"; thence South 36°32'54" East 36.927 feet to a point on a 1249.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 32°59'09" East 155.281 feet); thence along the arc of said curve 155.382 feet through a central angle of 07°07'30";

Southwest Quadrant Urban Center

DRAFT Amended Community Reinvestment Area Plan

thence South 29°30'03" East 2.862 feet; thence South 36°32'54" East 98.000 feet; thence South 53°27'06" West 18.500 feet; thence South 36°32'54" East 172.304 feet; thence South 43°40'24" East 40.311 feet; thence South 36°32'54" East 366.196 feet; thence South 53°27'06" West 288.391 feet; thence South 36°32'54" East 763.000 feet; thence North 53°27'06" East 288.391 feet; thence South 36°32'54" East 357.440 feet; thence South 53°27'06" West 228.391 feet; thence North 36°32'54" West 74.490 feet; thence South 53°27'06" West 305.317 feet; thence South 36°32'54" East 330.026 feet to a point on a 532.500 foot radius non tangent curve to the left, (radius bears South 27°29'14" East, Chord: South 57°53'46" West 85.721 feet); thence along the arc of said curve 85.814 feet through a central angle of 09°14'00"; thence South 53°16'46" West 159.212 feet; thence North 36°43'14" West 2.000 feet; thence South 53°16'46" West 562.508 feet; thence South 36°32'54" East 411.672 feet; thence South 36°32'54" East 303.814 feet; thence South 53°04'59" West 318.872 feet to a point on a 97.996 foot radius non tangent curve to the left, (radius bears South 25°41'53" West, Chord: North 85°06'55" West 69.640 feet); thence along the arc of said curve 71.196 feet through a central angle of 41°37'35"; thence North 36°32'54" West 3.916 feet; thence South 53°27'06" West 381.520 feet; thence South 37°29'42" East 745.390 feet; thence South 53°27'06" West 48.871 feet to the point of beginning.

Boundary Description of South Station CDA, 143.207 Acres (A 36.913 ACRE PORTION WITHIN PROJECT AREA)

Commencing at the South Quarter Corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing North 89°52'04" West – 2642.201 feet between the South Quarter Corner and the Southwest corner of said Section 19) and running North 89°52'04" West along the south line of said Section 19 for a distance of 521.512 feet; thence North 00°07'56" East perpendicular to said section line for 3700.909 feet to a point on the inner right-of-way of the roundabout at the intersection of Daybreak View Parkway and Oquirrh Lake Road as shown on the Amended Kennecott Daybreak Phase 1 Subdivision recorded in Book 2004P at Page 164 in the office of the Salt Lake County Recorder said point also being the POINT OF BEGINNING; thence North 08°17'03" West for 61.845 feet to a point on the northerly right-of-way of said Daybreak View Parkway; thence along said northerly right-of-way line in said Amended Kennecott Daybreak Phase 1 Subdivision the following eight (8) calls: **1.)** with a non-tangent curve to the right having a radius of 70.584 feet, whose center bears North 11°58'50" West with a central angle of 35°16'35" (chord bearing and distance of North 84°20'33" West - 42.775 feet) for an arc length of 43.458 feet; **2.)** thence with a non-tangent curve to the right having a radius of 217.000 feet, whose center bears North 26°19'48" East with a central angle of 29°28'46" (chord bearing and distance of North 48°55'49" West - 110.422 feet) for an arc length of 111.650 feet; **3.)** thence North 34°11'25" West for 14.274 feet; **4.)** thence with a curve to the left having a radius of 136.500 feet, with a central angle of 15°10'23" (chord bearing and distance of North 41°46'37" West - 36.042 feet) for an arc length of 36.148 feet; **5.)** thence with a curve to the left having a radius of 526.000 feet, with a central angle of 07°30'50" (chord bearing and distance of North 53°07'13" West - 68.931 feet) for an arc length of 68.981 feet; **6.)** thence North 56°52'38" West for 28.391 feet; **7.)** thence with a curve to the left having a radius of 936.611 feet, with a central angle of 04°19'13" (chord bearing and distance of North 59°02'15" West - 70.605 feet) for an arc length of 70.621 feet; **8.)** thence South 53°19'15" West for 5.438 feet to a point on the northerly boundary of Kennecott Daybreak Phase II Subdivision recorded in Book 2004P at Page 264 in the office of the Salt Lake County Recorder said point also being on the northerly right-of-way of Daybreak View Parkway; thence along said northerly boundary and the northerly right-of-way of Daybreak View Parkway the following four (4) calls: **1.)** with a non-tangent curve to the left having a radius of 931.000 feet, whose center bears South 28°40'18" West with a central angle of 56°20'43" (chord bearing and distance of North 89°30'04" West - 879.107 feet) for an arc length of 915.557 feet; **2.)** thence South 62°19'34" West for 127.435 feet; **3.)** thence with a curve to the left having a radius of 1026.000 feet, with a central angle of 08°10'30" (chord bearing and distance of South 58°14'19" West - 146.267 feet) for an arc length of 146.391 feet; **4.)** thence with a curve to the right having a radius of 14.500 feet, with a central angle of 89°18'01" (chord bearing and distance of North 81°11'55" West - 20.381 feet) for an arc length of 22.599 feet to a point on the easterly right-of-way line of Kestrel Rise Road; thence North 36°32'54" West along the easterly right-of-way line of Kestrel Rise Road for 595.077 feet to a point that intersects with the proposed northerly right-of-way line of Duckhorn Drive; thence South 53°27'06" West along the proposed northerly right-of-way line of Duckhorn Drive for 2327.500 feet to a point that intersects the easterly right-of-way line of the proposed Lake Run Road extension; thence North 36°32'54" West along the easterly right-of-way line of the proposed Lake Run Road extension for 560.366 feet to a point that intersects the northerly right-of-way line of proposed Road A (currently unnamed); thence along said northerly right-of-way line of proposed Road A the following ten (10) calls: **1.)** South 53°27'06" West for 518.052 feet; **2.)** thence with a curve to the right having a radius of 256.500 feet, with a central angle of 22°33'20" (chord bearing and distance of South 64°43'45" West - 100.325 feet) for an arc length of 100.976 feet; **3.)** thence South 76°00'25" West for 1.996 feet; **4.)**

thence with a curve to the right having a radius of 330.000 feet, with a central angle of 08°31'08" (chord bearing and distance of South 80°15'59" West - 49.020 feet) for an arc length of 49.065 feet; **5.)** thence with a curve to the left having a radius of 150.000 feet, with a central angle of 11°06'54" (chord bearing and distance of South 78°58'06" West - 29.054 feet) for an arc length of 29.099 feet; **6.)** thence with a curve to the left having a radius of 349.000 feet, with a central angle of 19°57'33" (chord bearing and distance of South 63°25'52" West - 120.962 feet) for an arc length of 121.576 feet; **7.)** thence South 53°04'59" West for 932.820 feet; **8.)** thence with a non-tangent curve to the left having a radius of 97.996 feet, whose center bears South 25°41'52" West with a central angle of 41°37'35" (chord bearing and distance of North 85°06'55" West - 69.640 feet) for an arc length of 71.196 feet; **9.)** thence North 36°32'54" West for 3.916 feet; **10.)** thence South 53°27'06" West for 381.520 feet to a point on boundary A as shown on exhibit B; thence South 37°29'42" East along said boundary A for 1767.745 feet until it intersects with boundary B as shown on exhibit B; thence along said boundary B the following seven (7) calls: **1.)** North 52°30'18" East for 216.101 feet; **2.)** thence with a non-tangent curve to the left having a radius of 302.000 feet, whose center bears North 61°07'52" West with a central angle of 37°54'53" (chord bearing and distance of North 09°54'42" East - 196.218 feet) for an arc length of 199.844 feet; **3.)** thence with a curve to the left having a radius of 117.000 feet, with a central angle of 05°10'35" (chord bearing and distance of North 11°38'02" West - 10.567 feet) for an arc length of 10.571 feet; **4.)** thence with a curve to the left having a radius of 304.000 feet, with a central angle of 00°40'45" (chord bearing and distance of North 14°33'42" West - 3.603 feet) for an arc length of 3.603 feet; **5.)** thence North 53°27'06" East for 905.857 feet; **6.)** thence North 36°32'54" West for 67.114 feet; **7.)** thence with a non-tangent curve to the left having a radius of 130.500 feet, whose center bears North 55°33'17" West with a central angle of 61°17'18" (chord bearing and distance of North 03°48'04" East - 133.033 feet) for an arc length of 139.594 feet to a point on the southerly right-of-way line of the proposed Daybreak View Parkway extension; thence North 53°27'06" East along the southerly right-of-way line of the proposed Daybreak View Parkway extension for 1440.119 feet to a point that intersects the extension of the westerly line of alley #9 of the Kennecott Daybreak Plat 4 Subdivision recorded in Book 2005P at Page 160 in the office of the Salt Lake County Recorder; thence South 36°32'54" East along said westerly line of alley #9 for 336.500 feet to a point on the southerly right-of-way line of Topcrest Drive as shown in said Kennecott Daybreak Plat 4 Subdivision; thence North 53°27'06" East along said southerly right-of-way line of Topcrest Drive through said Kennecott Daybreak Plat 4 Subdivision and said Kennecott Daybreak Phase II Subdivision for 514.000 feet to a point that intersects on the easterly right-of-way line of Oakmond Road in said Kennecott Daybreak Phase II Subdivision; thence along said easterly right-of-way line of Oakmond Road the following four (4) calls: **1.)** North 36°32'54" West for 43.170 feet; **2.)** thence with a curve to the left having a radius of 330.000 feet, with a central angle of 15°00'00" (chord bearing and distance of North 44°02'54" West - 86.147 feet) for an arc length of 86.394 feet; **3.)** thence North 51°32'54" West for 56.691 feet; **4.)** thence with a curve to the right having a radius of 71.500 feet, with a central angle of 58°57'28" (chord bearing and distance of North 22°04'10" West - 70.371 feet) for an arc length of 73.574 feet to a point on the outer right-of-way line of the roundabout at the intersection of Oakmond Road and Daybreak Rim Way; thence along said outer right-of-way line of the roundabout with a non-tangent curve to the left having a radius of 160.000 feet, whose center bears North 44°20'06" West with a central angle of 19°49'20" (chord bearing and distance of North 35°45'14" East - 55.078 feet) for an arc length of 55.354 feet to a point on the southerly right-of-way line of Daybreak Rim Way; thence along said southerly right-of-way line of Daybreak Rim Way the following eleven (11) calls: **1.)** thence with a non-tangent curve to the right having a radius of 46.500 feet, whose center bears South 20°00'12" East with a central angle of 14°02'50" (chord bearing and distance of North 77°01'14" East - 11.372 feet) for an arc length of 11.401 feet; **2.)** thence North 84°02'39" East for 28.827 feet; **3.)** thence with a curve to the right having a radius of 183.500 feet, with a central angle of 40°18'55" (chord bearing and distance of South 75°47'54" East - 126.470 feet) for an arc length of 129.117 feet; **4.)** thence with a curve to the left having a radius of 337.500 feet, with a central angle of 46°54'11" (chord bearing and distance of South 79°05'32" East - 268.632 feet) for an arc length of 276.282 feet; **5.)** thence with a curve to the left having a radius of 537.500 feet, with a central angle of 24°00'17" (chord bearing and distance of North 65°27'14" East - 223.549 feet) for an arc length of 225.192 feet; **6.)** thence North 53°27'06" East for 746.797 feet; **7.)** thence with a curve to the right having a radius of 764.000 feet, with a central angle of 35°27'50" (chord bearing and distance of North 71°11'01" East - 465.374 feet) for an arc length of 472.887 feet; **8.)** thence South 89°00'35" East for 70.310 feet; **9.)** thence South 89°18'17" East for 109.427 feet; **10.)** thence North 81°15'37" East for 125.853 feet; **11.)** thence with a non-tangent curve to the right having a radius of 106.501 feet, whose center bears South 05°10'06" East with a central angle of 70°36'15" (chord bearing and distance of South 59°51'58" East - 123.091 feet) for an arc length of 131.239 feet to a point on the outer right-of-way line for the roundabout at the intersection of said Daybreak Rim Way and Kestrel Ridge Road; thence North 63°09'06" East for 65.333 feet to a point on the inner right-of-way line for the roundabout at the intersection of said Daybreak Rim Way and Kestrel Ridge Road; thence along said inner right-of-way line for the roundabout with a non-tangent curve to the right having a radius of 84.503 feet, whose center bears North 63°09'06" East with a central angle of 108°33'51" (chord bearing and distance of North 27°26'01" East - 137.217 feet) for an arc length of 160.117 feet to the POINT OF BEGINNING.

3. Summary of Existing Land Use, Principal Streets, Population Densities & Building Intensities

EXISTING LAND USE MAP & ZONING

A map of existing zoning in the Project Area is included as **Exhibit D** and is incorporated herein. A map indicating the layout of principal streets serving the area is included as **Exhibit E**.

The Project Area is largely vacant, but areas around the Project area, particularly to the east, south, and southwest, are developed with significant residential presence. The area to the north and northwest is largely vacant or agricultural land. The Project Area is made up of primarily the “planned community (PC)” zone, with some agricultural and community commercial zones.

The South Jordan City Code provides the following relevant information:

Agricultural Zones

This chapter is established to provide standards and regulations, consistent with the city's general plan and the purposes and provisions of this title, for agricultural areas in a growing suburban city.

AGRICULTURAL: *Pertaining to uses related to horticulture, crop production, farm and ranch animals and other uses and buildings in appropriate zones as regulated under this title, but not including processing, packaging, warehousing or other industrial activities.*

Community Commercial Zone

C-C Zone: The purpose of the C-C zone is to provide areas for large scale community or regional retail and service uses. These areas will generally be located near major transportation hubs but should be designed to buffer neighboring residential areas. Coordinated circulation, architecture and landscaping and a balance of uses should be incorporated in developments.

Planned Community Zone

- A. *The Planned Community (P-C) Zone is established to promote the following:*
1. *High quality, innovative and creative development that includes a mixture of uses, heights and setbacks, varying densities and lot sizes and sufficient diversity of housing types to meet the full life cycle of housing needs of City residents.*
 2. *Preservation of open space.*
 3. *Retail, employment and recreational uses that meet or exceed the needs of the residents of the P-C Zone.*
 4. *A pedestrian environment which encourages transit and bicycle usage.*
 5. *A desirable living and working environment with unique identity and character.*
- B. *The P-C Zone will be designed to include neighborhoods, villages, towns, business and research parkways and open space with convenient pedestrian access among*

residential, commercial, office, retail and recreational areas. Individual structures within neighborhoods, villages, towns, and business and research parkways may contain mixed uses. Permitted densities and intensity of land use in villages and towns may be higher than those permitted in neighborhoods.

ACCESS & PRINCIPAL STREETS

Access to the Project Area is generally via the Mountain View Corridor, a major thoroughfare providing 17 access points to the Project Area. The Mountain View Corridor and frontage road system can generally accommodate any traffic that may come as a result of future development.

GENERAL DESCRIPTION OF SURROUNDING PROPERTY

The Project Area is largely vacant, but areas around the Project area, particularly to the east, south, and southwest, are developed with significant residential presence. A county library was recently constructed, and a city fire station and police precinct are located in the area. The area to the north and northwest is largely vacant or agricultural land.

The expected Project Area Development of the Project Area in compliance with applicable standards and regulations will not impose any public health, safety or general welfare issues. The Agency anticipates that the contemplated development within the Project Area will be beneficial to the existing businesses and residences around the Project Area and in the vicinity. Additionally, the Agency expects that the contemplated development within the Project Area will not be negatively affected by the other nearby uses.

POPULATION DENSITY IN THE PROJECT AREA

Currently there are no residents within The Project Area. This plan does anticipate introducing for-rent and owner-occupied units designed primarily for one and two person households in order to activate the public space, accommodate workers and increase business.

BUILDING DENSITY IN THE PROJECT AREA

In general, the land within the Project Area is not built out. There are a few existing buildings in the area that provide local services such as the county library and University of Utah medical office building. Buildings contemplated by this Plan will include mixed-use office, retail, civic amenities buildings and residential uses that will be new construction.

IMPACT OF DEVELOPMENT ON LAND USE, POPULATION, AND BUILDING DENSITY

As noted, use and building density within the Project Area will significantly increase with new development. In general, the Agency expects that development within the Project Area will generally increase the density as compared to the current use. The City may up-zone the Agricultural and Community Commercial Zones to reflect desired development intensities allowed under the PC Zone.

4. Standards That Will Guide Development

Development in the Project Area will be subject to appropriate elements of the South Jordan City building permit process, land use permits (if applicable), and all applicable South Jordan City Ordinances. Development/expansion proposals shall be accompanied by site plans, development data, and other appropriate material clearly describing the extent of development/expansion proposed, and any other data that is required by the City's Building, Engineering, and Planning and Zoning Departments.

GENERAL CITY DESIGN OBJECTIVES:

Development within the Project Area will be held to high quality design and construction standards and will be subject to (1) appropriate elements of the City's General Plan; (2) applicable City building codes and ordinances; (3) Planning Commission Review and recommendation; (4) Agency review to ensure consistency with this Plan; and (5) the City's land-use code, including specifically the planned community (P-C) zone code provisions thereof (the "P-C Zone Code")

The P-C Zone was established to promote the following:

1. High quality, innovative and creative development that includes a mixture of uses, heights and setbacks, varying densities and lot sizes to and sufficient diversity of housing types to meet the full life cycle of housing needs of City residents;
2. Retail, employment and recreational uses that meet or exceed the needs of residents of the P-C zone;
3. Preservation of open space;
4. A pedestrian environment which encourages transit and bicycle usage; and
5. A desirable living and working environment with unique identity and character.

The P-C Zone was designed to include such centers with mixed uses and convenient pedestrian access among the commercial, office, residential, and recreational areas. The principal land uses in the Project Area will be office, commercial and residential in a mixed-use, transit-oriented development.

The Amended Project design will meet or exceed the requirements established in the Subdivision Master Plat and any additional design standard required by the P-C zone.

STANDARDS IMPOSED THROUGH PARTICIPATION AGREEMENTS

It is anticipated a Master Plan for the Project Area will be adopted and the Agency and the selected Participant will enter into a "**Participation Agreement**" as defined in UCA § 17C-1-102(41), to govern the use of Tax Increment generated in the Project Area under the Amended Plan and Amended Budget. The following objectives, standards, conditions, and goals, along with others, may be considered by the Agency when entering into a Participation Agreement with Participant.

1. Construction and installation of backbone infrastructure in or to benefit the Project Area
2. Achievement of an environment that reflects appropriate architectural, landscape, and urban design principles consistent with zoning guidelines. This environment will be achieved through a Master Plan.
3. Promotion and marketing of the Project Area for development or investment that would be complementary to existing businesses and residential areas or would enhance the economic base of the neighborhood through diversification.
4. Upgrade or replacement of utilities, streets, curbs, sidewalks, parking areas, landscaping, and lighting to give the area a refined look consistent with the objectives of the applicable zoning and in a manner that attracts business and residential activity.
5. Provide for the strengthening of the tax base and the economic health of the entire community.
6. Provide new and improved public streets, road access, associated utilities, and pedestrian/bicycle access to the Area to facilitate better traffic circulation and reduce traffic hazards. Provide pedestrian circulation systems that create landscaped walkways and trail connections through the project area to provide attractive and safe pedestrian connections. The Agency shall work with the City to extend pedestrian circulation within and abutting the Project Area.
7. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of social and economic activity for the City.
8. Coordinate and improve the public transportation system, including bus stops and other public transit services.
9. Promote and encourage the practice and expansion of sustainable initiatives including, but not limited to, energy efficiency, renewable energy projects, charging stations, ride-sharing programs, water conservation, recycling, and Low-Impact-Development (LID).

These and other applicable standards are intended to assure that the proposed use will be harmonious with neighboring uses, will be consistent with the South Jordan General Plan and the Master Plan for the Project Area which is being developed by the anticipated Participant and the City and will impose no unreasonable demands for public services.

5. How Project Area Development Will Further Purposes of the Act

The Act, Title 17C of the Utah Code, contains the following definition of Project Area Development:

““Project area development” means activity within a project area that, as determined by the board, encourages, promotes, or provides development or redevelopment for the purpose of implementing a project area plan, including:

- (a) promoting, creating, or retaining public or private jobs within the state or a community;
- (b) providing office, manufacturing, warehousing, distribution, parking, or other facilities or improvements;
- (c) planning, designing, demolishing, clearing, constructing, rehabilitating, or remediating environmental issues;
- (d) providing residential, commercial, industrial, public, or other structures or spaces, including recreational and other facilities incidental or appurtenant to the structures or spaces;
- (e) altering, improving, modernizing, demolishing, reconstructing, or rehabilitating existing structures;
- (f) providing open space, including streets or other public grounds or space around buildings;
- (g) providing public or private buildings, infrastructure, structures, or improvements;
- (h) relocating a business;
- (i) improving public or private recreation areas or other public grounds;
- (j) eliminating blight or the causes of blight;
- (k) redevelopment as defined under the law in effect before May 1, 2006; or
- (l) any activity described in Subsections (47)(a) through (k) outside of a project area that the board determines to be a benefit to the project area.”¹¹

The creation of the Project Area furthers the attainment of the purposes of Title 17C by addressing the following objectives:

- Providing necessary public infrastructure to encourage and promote additional development activities within or near the Project Area.

¹¹ § 17C-1-102(48) of the Act.

- Providing additional employment opportunities, thus encouraging, and promoting new development activities, such as residential developments for employees, commercial developments for suppliers, restaurateurs, and other businesses.
- Providing for the development of vacant land within the Project Area.
- New development within the Project Area will meaningfully enhance South Jordan's property and sales tax base, thus increasing the resources available for performing basic governmental services.
- Support and encourage appropriate public and private development efforts in the community.

It is the intent of the Agency, with the assistance and participation of private property owners, to encourage and accomplish appropriate development within the Project Area by methods described in this Plan and as allowed by the Act. This includes the construction of new buildings, facilities and infrastructure, the diversification of the housing stock, the creation of new jobs, and the use of incentives to maximize other appropriate development beneficial to the City and its citizens. By these methods, the private sector should be encouraged to undertake new development that will strengthen the tax base of the community in furtherance of the objectives set forth in the Act.

The Agency, in pursuing Project Area Development strategies that will achieve the purposes of the Act and promote a more vibrant and economically healthy community, may utilize its resources to address substandard conditions and effectuate Project Area Development activities as defined in the Act and as allowable by law. Possible strategies available to facilitate development and investment in the Area may include, but are not limited to, the acquisition, clearance, disposition, and rehabilitation of residential, vacant, and commercial properties, as more fully described below:

1. **Acquisition and Clearance:** The Agency may acquire, but is not required to acquire, real property located in the Project Area. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method. Generally, personal property will not be acquired by the Agency. However, where necessary in the execution of the objectives of this Amended Plan, the Agency shall be authorized to acquire personal property in the Project Area by any lawful means. The Agency intends that all property needed to be acquired within the Project Area will be acquired, if possible, by open negotiations between willing sellers and willing buyers. The creation of the Project Area and the adoption of this Plan do not give the Agency any eminent domain power within the Project Area.
2. **Property Disposition and Development:** The Agency shall be authorized, by lawful means, to promote Project Area Development. The Agency shall be authorized, by lawful means, to demolish and clear buildings, structures, and other improvements from real property in the Project Area as necessary to carry out the purposes of this Plan. The Agency shall be authorized to install and construct, or to cause to be installed and constructed, the public improvements, public facilities, and public utilities, within the Project Area that are necessary or desirable to carry out this

Amended Plan. The Agency shall be authorized to prepare or cause to be prepared as building sites real property in the Project Area. The Agency shall also be authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area according to the appropriate legal means available. Conditioned on approval by the Agency Board, the Agency shall be authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, grant or otherwise dispose of any interest in real property within the Project Area. If such authorization is given, the Agency shall be able to dispose of real property by gift, grant, leases, or sales by negotiation with or without public bidding. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Amended Plan and other associated plans, as applicable. To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private owners and private enterprises in carrying out development activities. To the extent now or hereafter permitted by law, the Agency shall be authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area.

3. **Rehabilitation:** Properties vacant, abandoned or otherwise determined to be in substandard condition by the City by any lawful means may be sufficiently rehabilitated by the property owner or others to insure a new or remaining economic life of twenty years.
4. **Cooperation with the Community and Public Entities:** The community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within the Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of community reinvestment and the highest public good.
5. **Private Investment:** Known as the most common and effective means of capital, investment from private owners, developers, businesses, and citizens will have the most impactful and long-lasting effect on the Project Area. The Agency anticipates that the majority of the investment made within the Area will be made by private owners and business/development entities wishing to undertake Project Area Development activities within the Area. As authorized by the Act and approved by the Agency Board, the Agency may provide assistance to development projects within the Project Area.

6. How Project Area Development conforms to South Jordan General Plan

All development within the Project Area will be consistent with the recently adopted South Jordan General Plan and the specific Master Plan for the Project Area which is currently being developed by the anticipated Participant and the City. It is anticipated the Project Area will all ultimately be within the PC Zone. The goals in the South Jordan General Plan general are consistent with the vision for the Project Area and Plan. The Agency's involvement within the Project Area will allow the Agency along with the City to encourage development in harmony with these South Jordan General Plan goals for housing, including affordable housing, employment opportunities, public transit, public trails, and walkability, access to retail, and diverse recreation and cultural opportunities.

Land Use Ordinances. The current zoning within the Project Area is described above. The creation of the Project Area will not alter the City's land use authority and control granted to the City under Chapter 9a of Title 10 of the Utah Code.

Building Codes. All development within the Project Area will be constructed in accordance with all applicable State of Utah and City codes.

7. Specific Project Outline and Its Potential for Economic Development

The formation of the Project Area will provide the Agency with the opportunity to encourage development of underutilized land in the Project Area. The Agency expects that the creation of the Project Area will lead to significantly more capital investment and commercial and office development within the City than would otherwise occur in the Project Area. Without the creation of the Project Area and project area development activities by the Agency, the City and other Taxing Entities would likely not experience significant commercial and office development that is expected to benefit the City and other Taxing Entities. Through the exercise of its statutory powers, the Agency expects that the Project Area will be attractive to a variety of projects—particularly commercial, mixed-use, and affordable housing developments. Further, the Agency expects that development within the Project Area will have a positive effect on other nearby retail and commercial areas within the City.

The Agency believes that the Master Plan with the development and improvements listed below are illustrative of the types of potential new development within the Project Area:

SUMMARY OF LAND COST AND IMPROVEMENTS:

| Category | Estimated Budget |
|---|-------------------------|
| Health, Culture and Entertainment Facilities | 271,550,000 |
| Roads and Utilities | 79,426,631 |
| Civic, Parks, & Open Space Improvements | 38,762,139 |
| Land Acquisition | 35,729,800 |
| Subtotal SW Quadrant Land & Improvements | 425,468,571 |

Summary of Commercial Investment:

| Use | SF/Units | Assessed Value (in 2022 \$'s) |
|---|-----------|----------------------------------|
| Office ¹ | 4,566,800 | 1,078,651,869 |
| Retail | 1,635,400 | 507,346,181 |
| Industrial | 329,700 | 82,993,740 |
| Hotel (Units) | 90 | 19,591,632 |
| Residential (Units) ² | 7,314 | 1,276,018,780 |
| Total Incremental Investment Value | | 2,964,602,203 |

1. includes an estimated 1.1 million square feet of non-taxable University office, research, and educational facilities

2. Residential values reduced by 45% per statute

3. Of the total \$2,964,602,203, approximately \$1,500,000,000 is in the South Station HTRZ.

At the end of the anticipated Tax Increment generation period (2054), the estimated uninflated Taxable Value will be \$1.2 billion which compares to the 2021 Taxable Value of ~~\$94~~ \$66 million. Based on the certified 2021 tax rates, this represents an increase in annual tax revenues of 10.5 million (\$ 12.0 million (2055) vs. \$0.6 million (2021)).

The Agency has determined that the projection of Project Area Revenue Projections attached as Exhibit F to the Adopted Plan are no longer realistic or helpful. Attached as **Exhibit F** to this Amended Plan are "**Amended Project Area Revenue Projections**" to replace the original Project Area Revenues.

8. Selection of Participant(S)

A potential Participant is VP Daybreak Holdings, LLC, a major property owner within the Project Area and has extensive development experience and expertise. The Agency has engaged in discussions with the potential Participant but has yet to enter into a Participation Agreement.¹² The Agency anticipates working with the potential Participant and other present or future property owners in the Project Area or others to bring desirable development to the Project Area. The Agency will require that any with whom the Agency participates has sufficient experience, knowledge, resources, and financial wherewithal to fulfill the vision and goals of the Plan and the Agency for the Project Area. Final selection of all Participants will be through a written Participation Agreement as defined in § 17C-1-102(41) of the Act.

9. Reasons for Selection of the Project Area

The Project Area was selected by the Agency due to the immediate opportunity to strengthen the City's economic base, adjacency to regional infrastructure, accessibility for future and existing development, and proximity to housing stock by enabling desirable development within the Project Area. The Agency believes that opportunities exist within the Project Area to enable and/or accelerate development within the Project Area through the provision of incentives

¹² See definition in § 17C-1-102(41) of the Act.

or infrastructure by the Agency or through the exercise of other Agency powers as provided for in the Act. The Agency will also seek participation from various taxing entities for support through dedication of Tax Increment in the Project Area.

10. Description of Physical, Social/Economic Conditions Existing in the Project Area

The Project Area is generally undeveloped land located in the western area of the City. The Project Area encompasses primarily undeveloped land and/or underdeveloped farmland near the Daybreak community. Portions of the Project area abut built-out developments away from the Mountain View Corridor. Based on the analysis of the Project Area by the Agency, the Agency believes that the creation of this Project Area is necessary to enable or accelerate the development within the Project Area and that future desirable growth within the Project Area can be accelerated through the involvement of the Agency.

More generally, the creation of the Project Areas encourages development in a portion of the City which is underutilized, blighted, under economic stress, or face unique obstacles to development and where the Project will have a positive impact on the physical environment, as well as the socioeconomic characteristics of the surrounding area. The creation of the Project Area will increase capital investment in the area, increase the available housing stock, encourage other development, and potentially offer new retail and employment opportunities for South Jordan residents.

11. Project Area Funds Offered to Private Entities for Development within the Project Area

The Agency intends to negotiate with and enter into Interlocal Agreements with the Taxing entities in order to obtain a portion of the Tax Increment generated by new development within the Project Area. The amount of tax increment requested is expected to be ninety percent (90%) of the Tax Increment for a period not to exceed twenty (20) years for any parcel within a thirty (30) year collection period. In other words, the collection of tax increment for individual parcels of land within the Project Area is twenty (20) years.

Actual development is dependent on many factors, including the overall economic climate and local demand; however, the Agency hopes to encourage and accelerate desirable development within the Project Area. Tax Increment and "**Sales and Use Tax Revenue**" as defined in § 17C-1-102(56) of the Act may in the future be utilized as "**Project Area Funds**" as defined in § 17C-1-102(50) of the Act to meet the purposes of the Project Area Plan and goals of the Agency.

Project Area Funds will likely be used to support the issuance and repayment of bonds issued by the Agency as authorized by Chapter 1 Part 5 of the Act. Alternatively, Project Area Funds may be used to repay bonds issued by other public entities. All payment of Project Area Funds to the selected Participant or other private entities, including the repayment of bonds, will be subject to the terms of a written Participation Agreement that adequately protects the Agency and the Taxing entities.

Any Project Area Funds offered or paid to private entities will be through one or more Participation Agreements. The Agency will encourage, in negotiating Participation Agreements, all new and renovation construction efforts to use environmentally sound and sustainable building practices.

12. Project Area Funds Used by Agency for Infrastructure Development within the Project Area

Alternatively, or in conjunction with the uses of Tax Increment described above, Tax increment may be used by the Agency to install infrastructure and improvements within or to benefit the Project Area.

13. Results of Analysis of Anticipated Public Benefits from the Development

The largest obstacle to development in the Project Area is the lack of public infrastructure. Demand for growth in the Project Area generally is high, as it is close to significant employment and residential centers in southern Salt Lake County.

The Agency has begun negotiations with the anticipated Participant and can project near-term future development within the Project Area with acceptable accuracy. The Agency projects that the Project Area could see approximately \$525,000,000 in new private investment in the next five years, with an estimated \$904,000,000 (uninflated) in additional private investment throughout the following fifteen (15) years. See Ex. F to review the Agency's Project Area Revenue Projections summarizing new property tax revenues for the future development within the Project Area over the next thirty-three (33) years.

14. Affordable Housing

The Agency expects to promote the goals contained within the South Jordan Moderate Income Housing plan, an adopted element of the South Jordan City General Plan. The Agency intends to do this by ensuring development of well-designed housing within the Project area that qualifies as Affordable Housing to meet the needs of moderate-income households within the City. The Project Area will provide planned opportunities for mixed-use development near transit that includes affordable housing. This will reduce parking requirements within the planned transit-oriented development. The Project Area will provide a unique opportunity to utilize the affordable housing funds generated by the Tax Increment collected within it to promote existing housing assistance programs within the Project area and in the greater South Jordan City area.

15. Other Matters

To the Agency's knowledge, there are no existing buildings or uses in the Project Area that are included in, or eligible for inclusion in, the National Register of Historic Places or the State Register. If such historic locations exist within the Project Area, the Agency will comply with the requirements of § 17C-5-106 of the Act and other applicable laws.

The Project Area will not be subject to a Taxing Entity Committee; instead, the Agency will seek to enter into Interlocal Agreements with the various Taxing Entities in order to obtain funding for Project Area development.

Exhibits

| | |
|------------------|---|
| Exhibit A | Survey Resolution |
| Exhibit B | Project Area Map |
| Exhibit C | Amended Project Area Budget |
| Exhibit D | Zoning Map |
| Exhibit E | Principal Streets MAP |
| Exhibit F | Amended Project Area Revenue Projections |

Exhibit A
Survey resolution

THE SOUTH JORDAN CITY REDEVELOPMENT AGENCY

RESOLUTION NO. RDA2021-06

A RESOLUTION DESIGNATING A SURVEY AREA, AUTHORIZING THE PREPARATION OF A DRAFT PROJECT AREA PLAN & BUDGET, AND DIRECTING NECESSARY ACTION BY THE AGENCY

WHEREAS the City of South Jordan (the “City”), created the South Jordan City Redevelopment Agency (the “Agency”) pursuant to the provisions of Title 17C of the Utah Code, and its predecessor statutes (the “Act”) for the purposes of conducting project area development activities within the City, as contemplated by the Act;

WHEREAS the Board of the Agency, as designated in UCA §17C-1-203(1), (“Board”) having made preliminary investigation, desires now to designate by resolution a Survey Area for Community Reinvestment activity pursuant to the provisions and policies of Chapter 5 of the Act;

WHEREAS the Agency has recommended to the Board that pursuant to UCA §17C-5-103, the proposed survey Area within the City, is depicted on the Map attached as **Exhibit A**, (“Proposed Survey Area”) be designated a Community Reinvestment Survey Area; and

WHEREAS the Board desires to so designate the Proposed Survey Area, depicted in Exhibit A, as a Community Reinvestment Survey Area, pursuant to UCA §17C-5-103.

THEREFORE, BE IT RESOLVED BY THE BOARD OF THE SOUTH JORDAN CITY REDEVELOPMENT AGENCY AS FOLLOWS:

1. That the Proposed Survey Area is hereby designated the *Southwest Quadrant Urban Center*, (“Survey Area”) pursuant to UCA §17C-5-103(1)(a).
2. That the Agency finds, pursuant to the provisions of UCA §17C-5-103(1)(c), that the Survey Area requires study to determine whether project area development is feasible within one or more proposed community reinvestment project areas within the Survey Area.
3. That as authorized in UCA §17C-5-103(1)(d) the Agency, through its staff, consultants and legal counsel is authorized to:
 - (i) prepare a proposed community reinvestment project area plan and budget for each proposed community reinvestment project area; and
 - (ii) conduct any examination, investigation, or negotiation, regarding the proposed community reinvestment project area that the Agency considers appropriate.


4. That the Agency, through its staff, consultants, and legal counsel, be and hereby are directed and authorized to take all such action as may be necessary or desirable, to the successful prosecution of one or more proposed community reinvestment project areas (should one or more projects ultimately be undertaken), including, but not limited to, negotiations with taxing entities, and participants, conducting studies and investigations, setting dates for Agency meetings and hearings, and the preparation, publication, and/or mailing of statutorily required notices, therefore.
5. Exhibit A, attached hereto, is incorporated herein by this reference
6. That this Survey Resolution shall take effect upon adoption.

ADOPTED and APPROVED by the South Jordan City Redevelopment Agency Board this 7th day of December 2021.

**BOARD OF THE SOUTH JORDAN CITY
REDEVELOPMENT AGENCY**


Dawn R. Ramsey, Agency Chair

ATTEST:


Anna Crookston, Agency Secretary

Approved as to Form:


J. Craig Smith, Agency Counsel

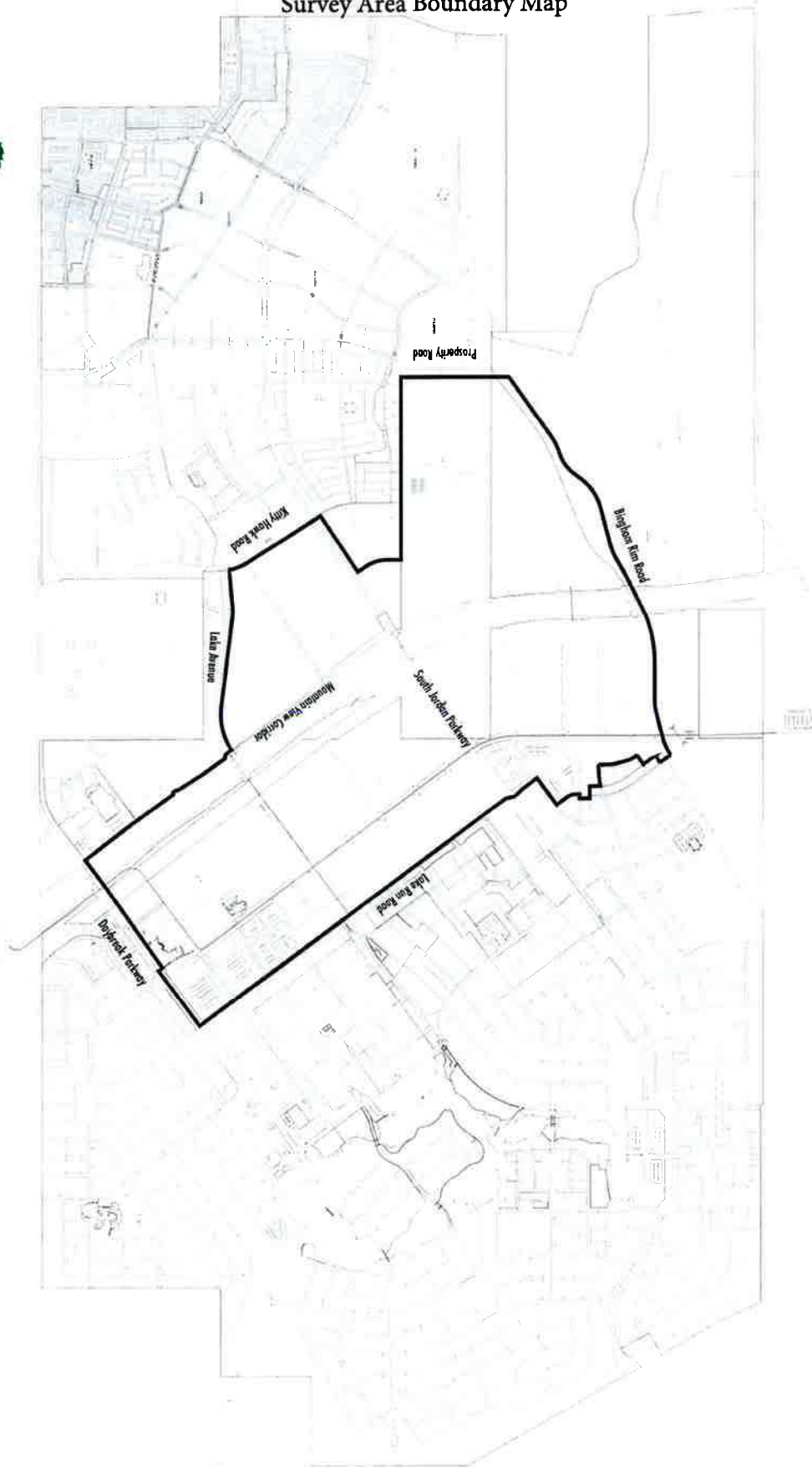


Exhibit A

Survey Area Boundary Map



Southwest Quadrant Urban Center Survey Area Boundary



**Exhibit B
Project Area Map**

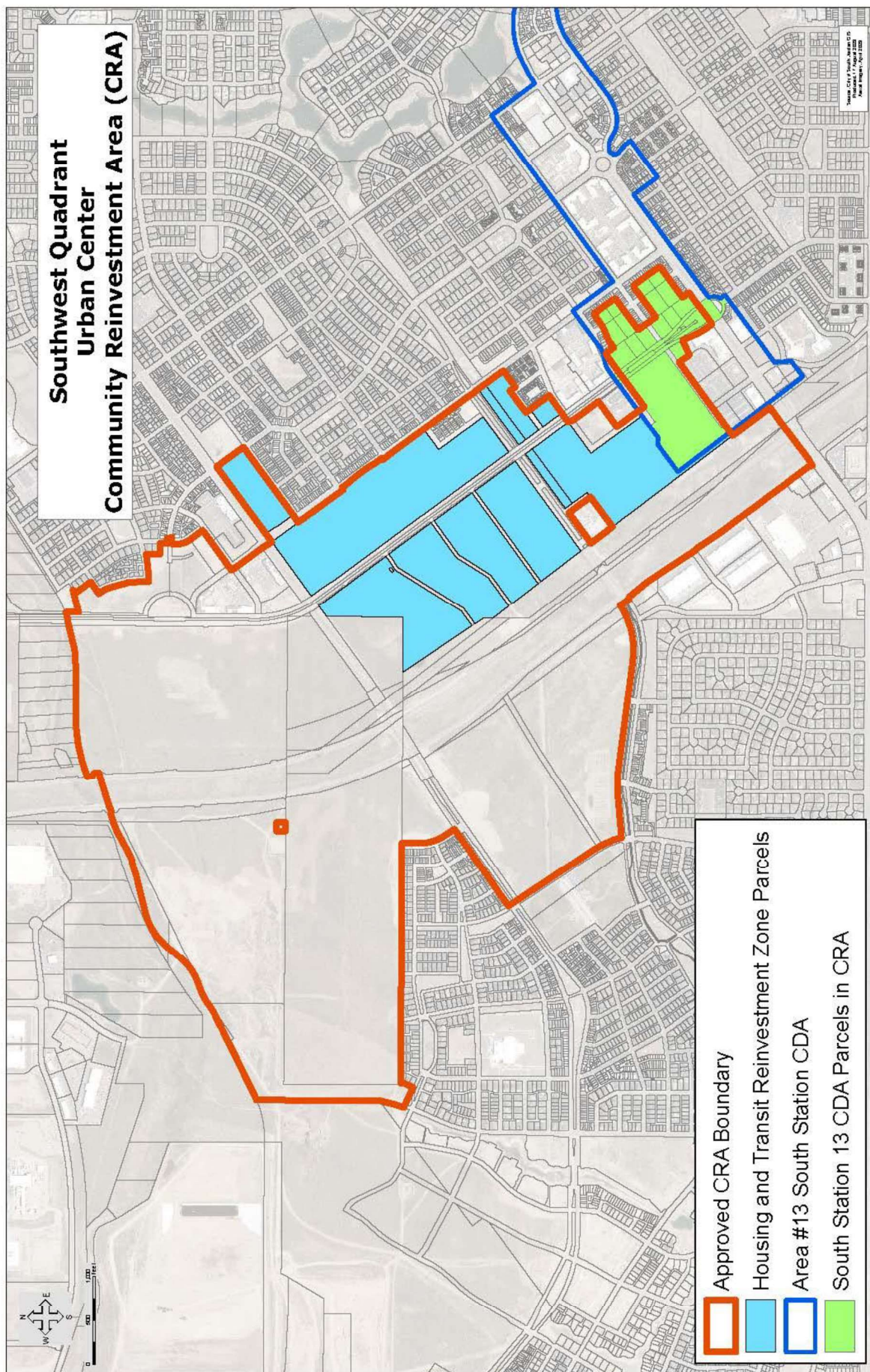


Exhibit C
Amended Project Area Budget



DRAFT AMENDED & RESTATED SOUTHWEST QUADRANT URBAN CENTERCOMMUNITY REINVESTMENT PROJECT AREA BUDGET¹

ORIGINALLY ADOPTED APRIL 19, 2022
AMENDED AND RESTATED SEPTEMBER 18, 2023

AGENCY BOARD RESOLUTION ADOPTING AMENDED & RESTATED BUDGET NO. _____

SOUTH JORDAN CITY REDEVELOPMENT AGENCY
1600 WEST TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095

This Amended Southwest Quadrant Urban Center Project Area Budget ("**Amended Budget**") is prepared in good faith as a current reasonable estimate of the economic impact of projected development within the Project Area.² Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this Budget represents the reasonable expectations of the Agency. The Agency makes no guarantee that the projections contained in this Amended Budget of the Amended Project Area Plan for the Project Area accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Community Reinvestment Agency Act, found at Title 17C of the Utah Code, ("**Act**") now and as may be amended; this Amended Budget shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act. The actual amount of Tax Increment received by the Agency will be determined solely by interlocal agreement(s) between the Agency and taxing entity South Jordan City; this Amended Budget does not control the flow of Tax Increment money, nor does it entitle the Agency to receive money from Tax Increment or any other source.

The following narrative has been prepared in accordance with Utah Code §17C-5-303 for an Agency that receives Tax Increment.

1(A). THE BASE TAXABLE VALUE

The Base Taxable Value is the year 2021 value of \$66,185,923. The Base Taxable Value is used to calculate the sharing of Tax Increment pursuant to interlocal agreements

¹ This Amended Budget supersedes and replaces the Project Area Budget adopted on April 19, 2022. Defined terms in the Amended Project Plan have the same definition in the Amended Budget. Also, terms defined in the Act have the same definitions in this Amended Budget.

² The boundary of the Project Area remains unchanged from the original boundary.

with the Taxing Entities will be set in each interlocal agreement as required by Utah Code § 17C-5-204(6)(a).

1(B). PROJECTED AMOUNT OF TAX INCREMENT TO BE GENERATED WITHIN THE PROJECT AREA

The projected amount of Tax Increment to be generated within the Project Area from 2026-2055 is \$28,564,539. All of which is from Taxing Entity South Jordan City.

Detailed financial projections are attached as **Exhibit 1** to this Amended Budget and found as Exhibit F to the Amended Plan. Note that these figures are based on current projections; actual generation of tax revenues depends on future value growth, which cannot be predicted with absolute certainty.

1(C). PROJECT AREA FUNDS COLLECTION PERIOD

The anticipated collection period is twenty (20) years for each particular parcel within an overall thirty (30) year period. Final details of tax increment collection will be established by interlocal agreement between the Agency and South Jordan City. The collection period for Tax Increment is from 2026 to 2055.

1(D). PROJECTED AMOUNT OF TAX INCREMENT TO BE PAID TO OTHER TAXING ENTITIES

At present, the Agency does not anticipate payment of Tax Increment to any other Taxing Entity. However, the Agency reserves the right to do so through an interlocal agreement between the Agency and any participating taxing entities.

1(E). IF THE AREA FROM WHICH TAX INCREMENT IS COLLECTED IS LESS THAN THE ENTIRE PROJECT AREA

The Agency anticipates not collecting any Tax Increment under the Amended Budget and Amended Plan from the 152.09 acres of the Project Area which is also within the South Station HTRZ. The South Station HTRZ was created pursuant to Title 63N, Chapter 3, Part 6 of the Utah Code. The Project Area Map attached to the Amended Plan as Exhibit B depicts the portion of the Project Area also within the South Station HTRZ. A boundary description of the South Station HTRZ is found in Section 2 of the Amended Plan. Also, a 36.913 acre portion of the Project Area is within the boundary of the South Station CDA. No Tax Increment will be taken from the portion of the Project Area also within the South Station CDA until after the payment of Tax Increment from the South Station CDA is completed. This is expected to be 2030. The Project Area Map attached to the Amended Plan as Exhibit B depicts the boundary of the South Station CDA and the South Station CDA which is also within the Project Area. A boundary description of the South Station CDA is found in Section 2 of the Amended Plan. Final details of tax increment collection will be established by interlocal agreement between the Agency and South Jordan City.

1(F). THE PERCENTAGE OF TAX INCREMENT THE AGENCY IS AUTHORIZED TO RECEIVE

The Agency anticipates requesting ninety percent (90%) of Tax Increment from the South Jordan City levy. At present, it is not anticipated seeking Tax Increment from any other Taxing Entity.

Final details of Tax Increment collection will be established by an interlocal agreement between the Agency and South Jordan City.

1(G). THE MAXIMUM CUMULATIVE DOLLAR AMOUNT OF TAX INCREMENT THE AGENCY IS AUTHORIZED TO RECEIVE FROM THE PROJECT AREA

Assuming South Jordan City contributes Tax Increment as requested for a period of twenty (20) years, based on the Agency's current projections the Agency would receive approximately \$28,564,539 in Tax increment over twenty (20) years within a thirty (30) year period. Note that out of this amount, the Agency will have administrative expenses (5%) and the mandatory affordable housing allocation, (10%) and Project Area Maintenance (5%) leaving approximately \$22,851,631 for the Project Area development.

2. IF THE AGENCY RECEIVES SALES AND USE TAX REVENUE

The Agency does not currently anticipate collecting sales and use tax revenues from the Project Area but reserves the right to do so. The Agency will only receive sales and use tax revenue pursuant to one or more interlocal agreements with participating taxing entities.

3. AMOUNT OF PROJECT AREA FUNDS THE AGENCY WILL USE TO IMPLEMENT THE PROJECT AREA

The Agency projects that approximately \$22,851,631 of the Project Area Funds received by the Agency will be used toward Project Area development. The remainder of the Project Area Funds will be used to make the Agency's mandatory housing allocation, (\$2,856,454) pay interest on issuance cost on debt service, if any, and to cover Agency Administrative (\$1,428,227) and Maintenance expenses (\$1,428,227). The Agency estimates that its funds will be used as follows but reserves the right to maintain flexibility with the funds and not to adhere strictly to line-item amounts shown in the table below. All Agency Funds will be used for infrastructure, administrative or economic development purposes within the Project Area. Administrative funds have been calculated based on five percent (5%) of Agency tax increment receipts annually. In addition, ten percent (10%) of Agency receipts will be set aside for Affordable Housing. Affordable Housing funds will be prioritized for use in the Project Area; however, Affordable Housing funds do not need to be spent within the Project Area. The remaining funds are allocated primarily for possible improvements listed as follows:

- Health, Culture, and Entertainment Facilities
- Roads and Utilities
- Civic, Parks, & Open Space Improvements
- Public Structured Parking
- Land Acquisition

4. THE AGENCY'S COMBINED INCREMENTAL VALUE

The total taxable value in the Project Area is estimated at approximately \$66,000,000 with a potential taxable value after thirty (30) years of \$1,532,638,519. of for an incremental value of approximately \$1,466,452,596. The Agency's combined incremental value, excluding the Southwest Quadrant is \$2,457,839,591; with the Southwest Quadrant Urban Center Project Area the Agency total is \$3,924,921,187.

5. THE AMOUNT OF PROJECT AREA FUNDS THAT WILL BE USED TO COVER THE COST OF ADMINISTERING THE PROJECT AREA

The Agency anticipates that approximately five percent (5%) or \$1,428,227 of the total Project Area Funds collected by the Agency will be used for Agency administrative expenses.

6. FOR PROPERTY THAT THE AGENCY OWNS AND EXPECTS TO SELL, THE EXPECTED TOTAL COST OF THE PROPERTY TO THE AGENCY AND THE EXPECTED SALE PRICE

The Agency does not own any real property within the Project Area which it expects to sell. The Agency reserves the right to sell and acquire property as part of the Agency's project area development activities.

EXHIBIT 1*Project Area Financial Projections*

| | |
|---|----------------------------|
| <p style="text-align: center;">South Jordan Redevelopment Agency Southwest Quadrant CRA (LHM Development) Increment & Budget Analysis</p> | |
| Projected Cumulative Real Property Value (Building & Land) ¹ | |
| Personal Property Value ² | |
| Total Estimated Assessed Value | |
| Base Year Value (Building and Land) | |
| Less Base Year Value | |
| Total Projected Incremental Value | |
| Tax Rate & Increment Analysis | 2023 Tax Rate / |
| | <i>Participation Rates</i> |
| South Jordan City | 0.001425 |
| TOTAL ANNUAL INCREMENTAL VALUE (City is only participant) | |
| PROJECT AREA BUDGET | |
| Source of Funds | |
| City Property Tax Increment for Budget (Participation rate 90%) | 90% |
| Uses of Tax Increment Funds | |
| Redevelopment Activities (Infrastructure, Incentives, etc.) | 80% |
| CRA Housing Requirement (10.0%) | 10% |
| RDA Administration (5.0%) | 5% |
| Maintenance (5%) | 5% |
| TOTAL USES OF INCREMENT | |
| REMAINING REVENUE FOR CITY | |
| Annual Revenue from Base Year Value | 0.001425 |
| Remaining Incremental Value from Development | |
| TOTAL REMAINING REVENUE FOR CITY | |
| Footnotes 1 - Residential values that are included have been discounted by 45%. 2 - Due to difficulty in estimating personal property at this time, no valuations for personal property have been included but related incremental tax will still benefit the project. | |

DRAFT August 18, 2023

| ASSUMPTIONS: | | | | |
|--|---------------|----------------|----------------|----------------|
| Discount Rate | | 4.0% | | |
| No annual inflation has been added to what values the Developer provided | | | | |
| Payment Year | 2024 | 2025 | 2026 | 2027 |
| Tax Year | 2023 | 2024 | 2025 | 2026 |
| 2026 Trigger Year | YEAR 1 | | YEAR 2 | |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| - | - | - | - | - |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| \$ - | \$ - | \$ - | \$ 335,301 | \$ 527,372 |
| - | - | - | 335,301 | 527,372 |
| - | - | - | 301,771 | 474,635 |
| - | - | - | \$ 241,416 | \$ 379,708 |
| - | - | - | 30,177 | 47,464 |
| - | - | - | 15,089 | 23,732 |
| - | - | - | 15,089 | 23,732 |
| - | - | - | \$ 301,771 | \$ 474,635 |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| - | - | - | 33,530 | 52,737 |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 283,439 | \$ 302,647 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| 2028 | 2029 | 2030 | 2031 | 2032 |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| 2027 | 2028 | 2029 | 2030 | 2031 |
| YEAR 3 | YEAR 4 | YEAR 5 | YEAR 6 | YEAR 7 |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| - | - | - | - | - |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| | | | | |
| \$ 715,751 | \$ 879,621 | \$ 1,009,119 | \$ 1,085,999 | \$ 1,146,426 |
| 715,751 | 879,621 | 1,009,119 | 1,085,999 | 1,146,426 |
| 644,175 | 791,659 | 908,207 | 977,399 | 1,031,783 |
| | | | | |
| \$ 515,340 | \$ 633,327 | \$ 726,566 | \$ 781,919 | \$ 825,427 |
| 64,418 | 79,166 | 90,821 | 97,740 | 103,178 |
| 32,209 | 39,583 | 45,410 | 48,870 | 51,589 |
| <u>32,209</u> | <u>39,583</u> | <u>45,410</u> | <u>48,870</u> | <u>51,589</u> |
| \$ 644,175 | \$ 791,659 | \$ 908,207 | \$ 977,399 | \$ 1,031,783 |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| <u>71,575</u> | <u>87,962</u> | <u>100,912</u> | <u>108,600</u> | <u>114,643</u> |
| \$ 321,484 | \$ 337,871 | \$ 350,821 | \$ 358,509 | \$ 364,552 |
| | | | | |
| 2033 | 2034 | 2035 | 2036 | 2037 |
| 2032 | 2033 | 2034 | 2035 | 2036 |
| YEAR 8 | YEAR 9 | YEAR 10 | YEAR 11 | YEAR 12 |
| \$ 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |
| - | - | - | - | - |
| \$ 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | | |
|----|----------------------|----------------------|----------------------|----------------------|----------------------|
| | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ | 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |
| | | | | | |
| \$ | 1,207,434 | \$ 1,264,168 | \$ 1,314,043 | \$ 1,370,777 | \$ 1,420,652 |
| | 1,207,434 | 1,264,168 | 1,314,043 | 1,370,777 | 1,420,652 |
| | 1,086,690 | 1,137,751 | 1,182,639 | 1,233,699 | 1,278,587 |
| | | | | | |
| \$ | 869,352 | \$ 910,201 | \$ 946,111 | \$ 986,959 | \$ 1,022,869 |
| | 108,669 | 113,775 | 118,264 | 123,370 | 127,859 |
| | 54,335 | 56,888 | 59,132 | 61,685 | 63,929 |
| | <u>54,335</u> | <u>56,888</u> | <u>59,132</u> | <u>61,685</u> | <u>63,929</u> |
| \$ | 1,086,690 | \$ 1,137,751 | \$ 1,182,639 | \$ 1,233,699 | \$ 1,278,587 |
| | | | | | |
| \$ | 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| | <u>120,743</u> | <u>126,417</u> | <u>131,404</u> | <u>137,078</u> | <u>142,065</u> |
| \$ | 370,653 | \$ 376,326 | \$ 381,314 | \$ 386,987 | \$ 391,975 |

DRAFT August 18, 2023

| 2038 | 2039 | 2040 | 2041 | 2042 |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| 2037 | 2038 | 2039 | 2040 | 2041 |
| YEAR 13 | YEAR 14 | YEAR 15 | YEAR 16 | YEAR 17 |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| - | - | - | - | - |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| | | | | |
| \$ 1,470,527 | \$ 1,526,320 | \$ 1,544,133 | \$ 1,561,945 | \$ 1,586,617 |
| 1,470,527 | 1,526,320 | 1,544,133 | 1,561,945 | 1,586,617 |
| | | | | |
| 1,323,474 | 1,373,688 | 1,389,720 | 1,405,751 | 1,427,955 |
| | | | | |
| \$ 1,058,779 | \$ 1,098,951 | \$ 1,111,776 | \$ 1,124,601 | \$ 1,142,364 |
| 132,347 | 137,369 | 138,972 | 140,575 | 142,796 |
| 66,174 | 68,684 | 69,486 | 70,288 | 71,398 |
| <u>66,174</u> | <u>68,684</u> | <u>69,486</u> | <u>70,288</u> | <u>71,398</u> |
| \$ 1,323,474 | \$ 1,373,688 | \$ 1,389,720 | \$ 1,405,751 | \$ 1,427,955 |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| <u>147,053</u> | <u>152,632</u> | <u>154,413</u> | <u>156,195</u> | <u>158,662</u> |
| \$ 396,962 | \$ 402,541 | \$ 404,323 | \$ 406,104 | \$ 408,571 |
| | | | | |
| 2043 | 2044 | 2045 | 2046 | 2047 |
| 2042 | 2043 | 2044 | 2045 | 2046 |
| YEAR 18 | YEAR 19 | YEAR 20 | YEAR 21 | YEAR 22 |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| | | | | |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 |
| | | | | |
| \$ 1,604,430 | \$ 1,622,242 | \$ 1,639,158 | \$ 1,303,857 | \$ 1,111,785 |
| 1,604,430 | 1,622,242 | 1,639,158 | 1,303,857 | 1,111,785 |
| 1,443,987 | 1,460,018 | 1,475,242 | 1,173,471 | 1,000,607 |
| | | | | |
| \$ 1,155,189 | \$ 1,168,014 | \$ 1,180,193 | \$ 938,777 | \$ 800,485 |
| 144,399 | 146,002 | 147,524 | 117,347 | 100,061 |
| 72,199 | 73,001 | 73,762 | 58,674 | 50,030 |
| <u>72,199</u> | <u>73,001</u> | <u>73,762</u> | <u>58,674</u> | <u>50,030</u> |
| \$ 1,443,987 | \$ 1,460,018 | \$ 1,475,242 | \$ 1,173,471 | \$ 1,000,607 |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| <u>160,443</u> | <u>162,224</u> | <u>163,916</u> | <u>130,386</u> | <u>111,179</u> |
| \$ 410,352 | \$ 412,134 | \$ 413,825 | \$ 380,295 | \$ 361,088 |

| 2048 | 2049 | 2050 | 2051 | 2052 |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| 2047 | 2048 | 2049 | 2050 | 2051 |
| YEAR 23 | YEAR 24 | YEAR 25 | YEAR 26 | YEAR 27 |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |
| | | | | |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | | | | | | |
|----|----------------|----|----------------|----|----------------|----|----------------|----|----------------|
| \$ | 923,407 | \$ | 759,536 | \$ | 630,039 | \$ | 553,159 | \$ | 492,732 |
| | 923,407 | | 759,536 | | 630,039 | | 553,159 | | 492,732 |
| | 831,066 | | 683,583 | | 567,035 | | 497,843 | | 443,458 |
| \$ | 664,853 | \$ | 546,866 | \$ | 453,628 | \$ | 398,274 | \$ | 354,767 |
| | 83,107 | | 68,358 | | 56,703 | | 49,784 | | 44,346 |
| | 41,553 | | 34,179 | | 28,352 | | 24,892 | | 22,173 |
| | <u>41,553</u> | | <u>34,179</u> | | <u>28,352</u> | | <u>24,892</u> | | <u>22,173</u> |
| \$ | 831,066 | \$ | 683,583 | \$ | 567,035 | \$ | 497,843 | \$ | 443,458 |
| \$ | 249,909 | \$ | 249,909 | \$ | 249,909 | \$ | 249,909 | \$ | 249,909 |
| | <u>92,341</u> | | <u>75,954</u> | | <u>63,004</u> | | <u>55,316</u> | | <u>49,273</u> |
| \$ | 342,250 | \$ | 325,863 | \$ | 312,913 | \$ | 305,225 | \$ | 299,183 |

| 2053 | 2054 | 2055 | | |
|----------------------|----------------------|----------------------|----------------------------|---------------|
| 2052 | 2053 | 2054 | | |
| YEAR 28 | YEAR 29 | YEAR 30 | TOTAL (FV) | TOTAL (NPV) |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | \$ 62,534,774 |
| - | - | - | \$ - | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| 175,375,000 | 175,375,000 | 175,375,000 | | |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| | | | | |
| \$ 431,724 | \$ 374,990 | \$ 325,115 | \$ 31,738,376 | \$ 18,456,978 |
| 431,724 | 374,990 | 325,115 | 31,738,376 | |
| | | | | |
| 388,551 | 337,491 | 292,603 | \$ 28,564,539 | \$ 16,611,280 |
| | | | | |
| \$ 310,841 | \$ 269,993 | \$ 234,083 | \$ 22,851,631 | \$ 13,289,024 |
| 38,855 | 33,749 | 29,260 | \$ 2,856,454 | \$ 1,661,128 |
| 19,428 | 16,875 | 14,630 | \$ 1,428,227 | \$ 830,564 |
| <u>19,428</u> | <u>16,875</u> | <u>14,630</u> | <u>\$ 1,428,227</u> | \$ 830,564 |
| \$ 388,551 | \$ 337,491 | \$ 292,603 | \$ 28,564,539 | |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 8,247,009 | |
| <u>43,172</u> | <u>37,499</u> | <u>32,511</u> | <u>\$ 3,173,838</u> | |
| \$ 293,082 | \$ 287,408 | \$ 282,421 | \$ 11,420,847 | |

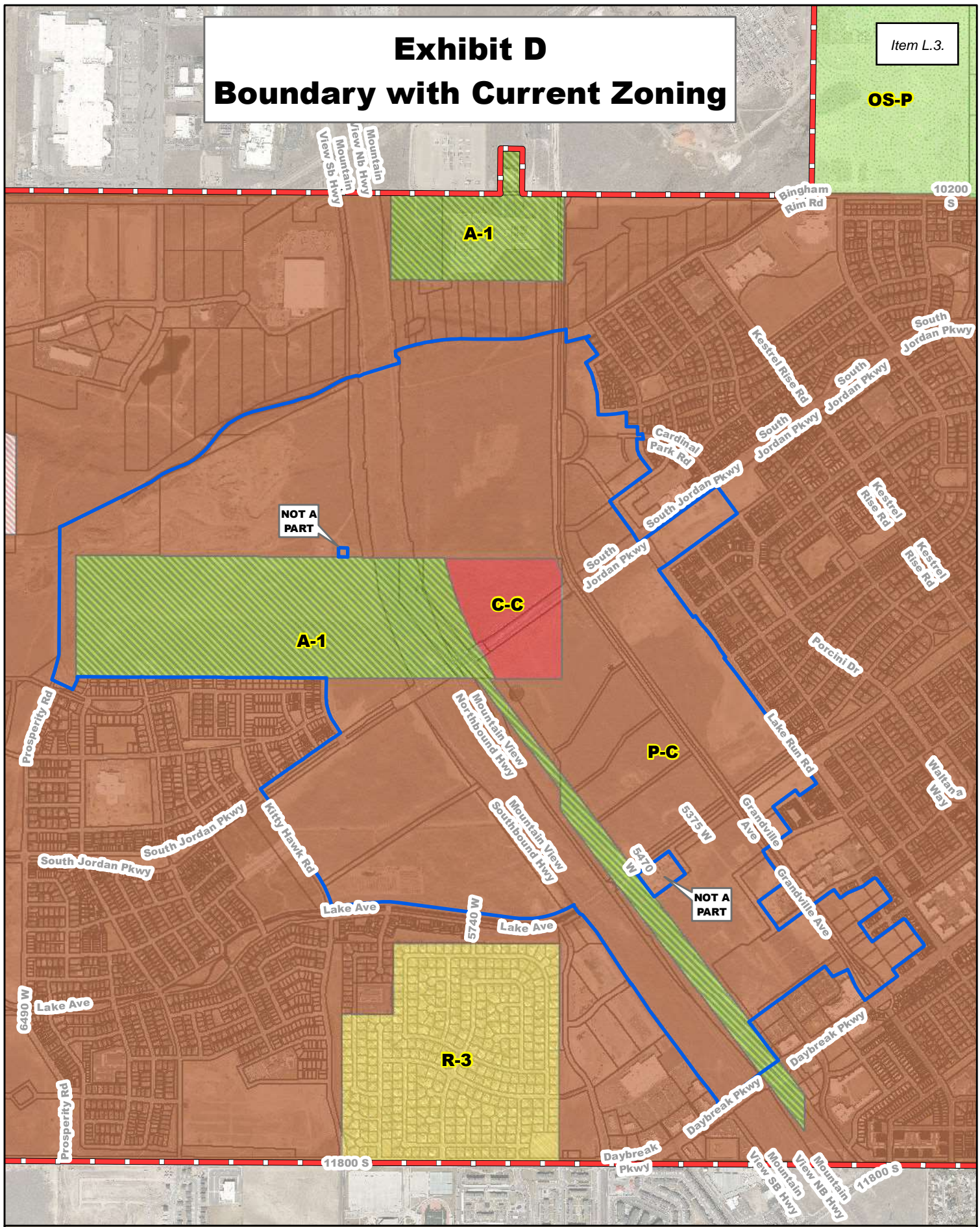
Exhibit D Zoning Map

Exhibit D

Boundary with Current Zoning

Item L.3.

OS-P



Source: City of South Jordan GIS
Produced: 4 May 2022
Aerial Imagery: April 2021

SOUTH JORDAN CITY
Southwest Quadrant Urban Center Boundary

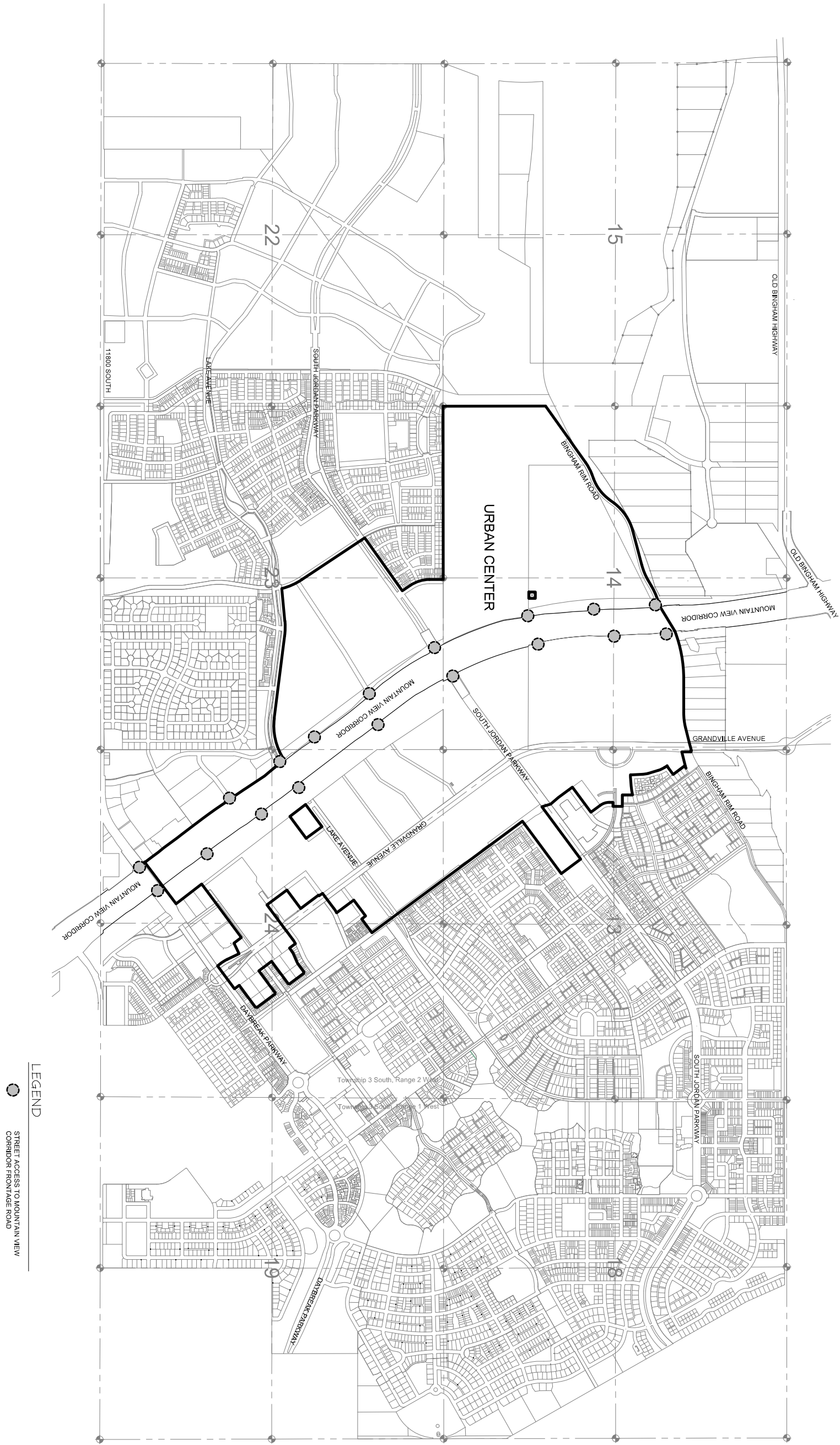


Approved CRA Boundary

South Jordan City Boundary

158

Exhibit E Principal Streets



LEGEND

● STREET ACCESS TO MOUNTAIN VIEW
CORRIDOR FRONTAGE ROAD

SHEET NUMBER
1 OF 1

DRAWING NAME
EXHIBIT D

PRINCIPAL STREETS

| | | |
|-----------------|------------------|------------|
| DESIGNED BY: MB | DATE: | REV: |
| DWN BY: CKD BY: | SOLICITATION NO: | |
| SUBMITTED BY: | CONTRACT NO: | |
| FILE NAME: | | |
| SIZE: ANSI D | PLOTTED BY: | PLOT DATE: |

| MARK | DESCRIPTION | DATE | APPR |
|------|-------------|------|------|
| | | | |
| | | | |
| | | | |
| | | | |

CITY ENGINEER

DATE

PERIGEE
CONSULTING
CIVIL • STRUCTURAL • SURVEY

9089 SOUTH 1300 WEST, SUITE 160 WEST JORDAN, UT 84088
801.628.6004 TEL 801.590.6611 FAX WWW.PERIGEECIVIL.COM

Exhibit F

Amended Project Area Revenue Projections

EXHIBIT 1*Project Area Financial Projections*

| | |
|--|----------------------------|
| <p style="text-align: center;">South Jordan Redevelopment Agency Southwest Quadrant CRA (LHM Development) Increment & Budget Analysis</p> | |
| Projected Cumulative Real Property Value (Building & Land) ¹ | |
| Personal Property Value ² | |
| Total Estimated Assessed Value | |
| Base Year Value (Building and Land) | |
| Less Base Year Value | |
| Total Projected Incremental Value | |
| Tax Rate & Increment Analysis | 2023 Tax Rate / |
| | <i>Participation Rates</i> |
| South Jordan City | 0.001425 |
| TOTAL ANNUAL INCREMENTAL VALUE (City is only participant) | |
| PROJECT AREA BUDGET | |
| Source of Funds | |
| City Property Tax Increment for Budget (Participation rate 90%) | 90% |
| Uses of Tax Increment Funds | |
| Redevelopment Activities (Infrastructure, Incentives, etc.) | 80% |
| CRA Housing Requirement (10.0%) | 10% |
| RDA Administration (5.0%) | 5% |
| Maintenance (5%) | 5% |
| TOTAL USES OF INCREMENT | |
| REMAINING REVENUE FOR CITY | |
| Annual Revenue from Base Year Value | 0.001425 |
| Remaining Incremental Value from Development | |
| TOTAL REMAINING REVENUE FOR CITY | |
| Footnotes | |
| 1 - Residential values that are included have been discounted by 45%. | |
| 2 - Due to difficulty in estimating personal property at this time, no valuations for personal property have been included but related incremental tax will still benefit the project. | |

DRAFT August 18, 2023

| ASSUMPTIONS: | | | | |
|--|---------------|----------------|----------------|----------------|
| Discount Rate | | 4.0% | | |
| No annual inflation has been added to what values the Developer provided | | | | |
| | | | | |
| Payment Year | 2024 | 2025 | 2026 | 2027 |
| Tax Year | 2023 | 2024 | 2025 | 2026 |
| 2026 Trigger Year | YEAR 1 | | YEAR 2 | |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| - | - | - | - | - |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| | | | | |
| \$ - | \$ - | \$ - | \$ 335,301 | \$ 527,372 |
| - | - | - | 335,301 | 527,372 |
| | | | | |
| - | - | - | 301,771 | 474,635 |
| | | | | |
| | | | \$ 241,416 | \$ 379,708 |
| | | | 30,177 | 47,464 |
| - | - | - | 15,089 | 23,732 |
| - | - | - | 15,089 | 23,732 |
| | | | \$ 301,771 | \$ 474,635 |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| - | - | - | 33,530 | 52,737 |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 283,439 | \$ 302,647 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| 2028 | 2029 | 2030 | 2031 | 2032 |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| 2027 | 2028 | 2029 | 2030 | 2031 |
| YEAR 3 | YEAR 4 | YEAR 5 | YEAR 6 | YEAR 7 |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| - | - | - | - | - |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| \$ 715,751 | \$ 879,621 | \$ 1,009,119 | \$ 1,085,999 | \$ 1,146,426 |
| 715,751 | 879,621 | 1,009,119 | 1,085,999 | 1,146,426 |
| 644,175 | 791,659 | 908,207 | 977,399 | 1,031,783 |
| \$ 515,340 | \$ 633,327 | \$ 726,566 | \$ 781,919 | \$ 825,427 |
| 64,418 | 79,166 | 90,821 | 97,740 | 103,178 |
| 32,209 | 39,583 | 45,410 | 48,870 | 51,589 |
| <u>32,209</u> | <u>39,583</u> | <u>45,410</u> | <u>48,870</u> | <u>51,589</u> |
| \$ 644,175 | \$ 791,659 | \$ 908,207 | \$ 977,399 | \$ 1,031,783 |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| <u>71,575</u> | <u>87,962</u> | <u>100,912</u> | <u>108,600</u> | <u>114,643</u> |
| \$ 321,484 | \$ 337,871 | \$ 350,821 | \$ 358,509 | \$ 364,552 |
| 2033 | 2034 | 2035 | 2036 | 2037 |
| 2032 | 2033 | 2034 | 2035 | 2036 |
| YEAR 8 | YEAR 9 | YEAR 10 | YEAR 11 | YEAR 12 |
| \$ 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |
| - | - | - | - | - |
| \$ 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | | |
|----|----------------------|----------------------|----------------------|----------------------|----------------------|
| | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ | 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |
| | | | | | |
| \$ | 1,207,434 | \$ 1,264,168 | \$ 1,314,043 | \$ 1,370,777 | \$ 1,420,652 |
| | 1,207,434 | 1,264,168 | 1,314,043 | 1,370,777 | 1,420,652 |
| | 1,086,690 | 1,137,751 | 1,182,639 | 1,233,699 | 1,278,587 |
| | | | | | |
| \$ | 869,352 | \$ 910,201 | \$ 946,111 | \$ 986,959 | \$ 1,022,869 |
| | 108,669 | 113,775 | 118,264 | 123,370 | 127,859 |
| | 54,335 | 56,888 | 59,132 | 61,685 | 63,929 |
| | <u>54,335</u> | <u>56,888</u> | <u>59,132</u> | <u>61,685</u> | <u>63,929</u> |
| \$ | 1,086,690 | \$ 1,137,751 | \$ 1,182,639 | \$ 1,233,699 | \$ 1,278,587 |
| | | | | | |
| \$ | 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| | <u>120,743</u> | <u>126,417</u> | <u>131,404</u> | <u>137,078</u> | <u>142,065</u> |
| \$ | 370,653 | \$ 376,326 | \$ 381,314 | \$ 386,987 | \$ 391,975 |

DRAFT August 18, 2023

| 2038 | 2039 | 2040 | 2041 | 2042 |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| 2037 | 2038 | 2039 | 2040 | 2041 |
| YEAR 13 | YEAR 14 | YEAR 15 | YEAR 16 | YEAR 17 |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| - | - | - | - | - |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| | | | | |
| \$ 1,470,527 | \$ 1,526,320 | \$ 1,544,133 | \$ 1,561,945 | \$ 1,586,617 |
| 1,470,527 | 1,526,320 | 1,544,133 | 1,561,945 | 1,586,617 |
| | | | | |
| 1,323,474 | 1,373,688 | 1,389,720 | 1,405,751 | 1,427,955 |
| | | | | |
| \$ 1,058,779 | \$ 1,098,951 | \$ 1,111,776 | \$ 1,124,601 | \$ 1,142,364 |
| 132,347 | 137,369 | 138,972 | 140,575 | 142,796 |
| 66,174 | 68,684 | 69,486 | 70,288 | 71,398 |
| <u>66,174</u> | <u>68,684</u> | <u>69,486</u> | <u>70,288</u> | <u>71,398</u> |
| \$ 1,323,474 | \$ 1,373,688 | \$ 1,389,720 | \$ 1,405,751 | \$ 1,427,955 |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| <u>147,053</u> | <u>152,632</u> | <u>154,413</u> | <u>156,195</u> | <u>158,662</u> |
| \$ 396,962 | \$ 402,541 | \$ 404,323 | \$ 406,104 | \$ 408,571 |
| | | | | |
| 2043 | 2044 | 2045 | 2046 | 2047 |
| 2042 | 2043 | 2044 | 2045 | 2046 |
| YEAR 18 | YEAR 19 | YEAR 20 | YEAR 21 | YEAR 22 |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|---|
| | - | - | - | - | - |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 | |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 | |
| | | | | | |
| \$ 1,604,430 | \$ 1,622,242 | \$ 1,639,158 | \$ 1,303,857 | \$ 1,111,785 | |
| 1,604,430 | 1,622,242 | 1,639,158 | 1,303,857 | 1,111,785 | |
| 1,443,987 | 1,460,018 | 1,475,242 | 1,173,471 | 1,000,607 | |
| | | | | | |
| \$ 1,155,189 | \$ 1,168,014 | \$ 1,180,193 | \$ 938,777 | \$ 800,485 | |
| 144,399 | 146,002 | 147,524 | 117,347 | 100,061 | |
| 72,199 | 73,001 | 73,762 | 58,674 | 50,030 | |
| <u>72,199</u> | <u>73,001</u> | <u>73,762</u> | <u>58,674</u> | <u>50,030</u> | |
| \$ 1,443,987 | \$ 1,460,018 | \$ 1,475,242 | \$ 1,173,471 | \$ 1,000,607 | |
| | | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | |
| <u>160,443</u> | <u>162,224</u> | <u>163,916</u> | <u>130,386</u> | <u>111,179</u> | |
| \$ 410,352 | \$ 412,134 | \$ 413,825 | \$ 380,295 | \$ 361,088 | |

| 2048 | 2049 | 2050 | 2051 | 2052 |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| 2047 | 2048 | 2049 | 2050 | 2051 |
| YEAR 23 | YEAR 24 | YEAR 25 | YEAR 26 | YEAR 27 |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |
| - | - | - | - | - |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | | | | | | |
|----|----------------|----|----------------|----|----------------|----|----------------|----|----------------|
| \$ | 923,407 | \$ | 759,536 | \$ | 630,039 | \$ | 553,159 | \$ | 492,732 |
| | 923,407 | | 759,536 | | 630,039 | | 553,159 | | 492,732 |
| | 831,066 | | 683,583 | | 567,035 | | 497,843 | | 443,458 |
| \$ | 664,853 | \$ | 546,866 | \$ | 453,628 | \$ | 398,274 | \$ | 354,767 |
| | 83,107 | | 68,358 | | 56,703 | | 49,784 | | 44,346 |
| | 41,553 | | 34,179 | | 28,352 | | 24,892 | | 22,173 |
| | <u>41,553</u> | | <u>34,179</u> | | <u>28,352</u> | | <u>24,892</u> | | <u>22,173</u> |
| \$ | 831,066 | \$ | 683,583 | \$ | 567,035 | \$ | 497,843 | \$ | 443,458 |
| \$ | 249,909 | \$ | 249,909 | \$ | 249,909 | \$ | 249,909 | \$ | 249,909 |
| | <u>92,341</u> | | <u>75,954</u> | | <u>63,004</u> | | <u>55,316</u> | | <u>49,273</u> |
| \$ | 342,250 | \$ | 325,863 | \$ | 312,913 | \$ | 305,225 | \$ | 299,183 |

| 2053 | 2054 | 2055 | | |
|----------------------|----------------------|----------------------|----------------------------|---------------|
| 2052 | 2053 | 2054 | | |
| YEAR 28 | YEAR 29 | YEAR 30 | TOTAL (FV) | TOTAL (NPV) |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | \$ 62,534,774 |
| - | - | - | \$ - | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| 175,375,000 | 175,375,000 | 175,375,000 | | |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| | | | | |
| \$ 431,724 | \$ 374,990 | \$ 325,115 | \$ 31,738,376 | \$ 18,456,978 |
| 431,724 | 374,990 | 325,115 | 31,738,376 | |
| | | | | |
| 388,551 | 337,491 | 292,603 | \$ 28,564,539 | \$ 16,611,280 |
| | | | | |
| \$ 310,841 | \$ 269,993 | \$ 234,083 | \$ 22,851,631 | \$ 13,289,024 |
| 38,855 | 33,749 | 29,260 | \$ 2,856,454 | \$ 1,661,128 |
| 19,428 | 16,875 | 14,630 | \$ 1,428,227 | \$ 830,564 |
| <u>19,428</u> | <u>16,875</u> | <u>14,630</u> | <u>\$ 1,428,227</u> | \$ 830,564 |
| \$ 388,551 | \$ 337,491 | \$ 292,603 | \$ 28,564,539 | |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 8,247,009 | |
| <u>43,172</u> | <u>37,499</u> | <u>32,511</u> | <u>\$ 3,173,838</u> | |
| \$ 293,082 | \$ 287,408 | \$ 282,421 | \$ 11,420,847 | |

| 2053 | 2054 | 2055 | | |
|----------------------|----------------------|----------------------|----------------------------|---------------|
| 2052 | 2053 | 2054 | | |
| YEAR 28 | YEAR 29 | YEAR 30 | TOTAL (FV) | TOTAL (NPV) |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | \$ 62,534,774 |
| - | - | - | \$ - | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| 175,375,000 | 175,375,000 | 175,375,000 | | |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| | | | | |
| \$ 431,724 | \$ 374,990 | \$ 325,115 | \$ 31,738,376 | \$ 18,456,978 |
| 431,724 | 374,990 | 325,115 | 31,738,376 | |
| | | | | |
| 388,551 | 337,491 | 292,603 | \$ 28,564,539 | \$ 16,611,280 |
| | | | | |
| \$ 310,841 | \$ 269,993 | \$ 234,083 | \$ 22,851,631 | \$ 13,289,024 |
| 38,855 | 33,749 | 29,260 | \$ 2,856,454 | \$ 1,661,128 |
| 19,428 | 16,875 | 14,630 | \$ 1,428,227 | \$ 830,564 |
| <u>19,428</u> | <u>16,875</u> | <u>14,630</u> | <u>\$ 1,428,227</u> | \$ 830,564 |
| \$ 388,551 | \$ 337,491 | \$ 292,603 | \$ 28,564,539 | |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 8,247,009 | |
| <u>43,172</u> | <u>37,499</u> | <u>32,511</u> | <u>\$ 3,173,838</u> | |
| \$ 293,082 | \$ 287,408 | \$ 282,421 | \$ 11,420,847 | |

THE SOUTH JORDAN CITY REDEVELOPMENT AGENCY

RESOLUTION NO. RDA 2023-07

**A RESOLUTION APPROVING AND ADOPTING THE AMENDED
COMMUNITY REINVESTMENT PROJECT AREA BUDGET FOR THE
AMENDED SOUTHWEST QUADRANT URBAN CENTER COMMUNITY
REINVESTMENT PROJECT AREA**

WHEREAS, pursuant to the provisions of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the “**Act**”), specifically Utah Code Annotated (“UCA”) § 17C-5, the South Jordan City Redevelopment Agency (the “**Agency**”) adopted the Southwest Quadrant Urban Center Community Reinvestment Project Area Budget (“**Original Budget**”) on April 19, 2022, for the Southwest Quadrant Urban Center Community Reinvestment Project Area (“**Project Area**”);

WHEREAS, pursuant to the Act, on April 5, 2022, the Agency approved the Original Budget for the Project Area after holding a duly noticed public hearing;

WHEREAS, the Agency determined that, due to a change in circumstances, including but not limited to, the approval of the South Station Housing Transit and Redevelopment Zone within the Project Area, it is in the best interests of the Agency, South Jordan City and the public to amend the Original Budget;

WHEREAS, the Agency has caused a proposed draft Amended Southwest Quadrant Urban Center Community Reinvestment Project Area Budget (“**Proposed Draft Amended Budget**”) to be prepared pursuant to UCA § 17C-5-306 for the Project Area and the Agency has complied with notice requirements found in UCA § 17C-5-306 and the Proposed Draft Amended Budget has been made available for review and comment as required in UCA § 17C-5-306, and the Agency held, on September 19, 2023, a duly noticed public hearing pursuant to UCA § 17C-5-306 to allow public comment on the Proposed Draft Amended Budget and whether it should be revised, approved, or rejected; and to receive all written and hear all oral objections to the Proposed Draft Amended Budget;

WHEREAS, having received and heard all commentary on and objections, orally and in writing, to the Proposed Draft Amended Budget submitted for its consideration, the Agency has passed upon such objections as it has received and has made such modifications, amendments, and/or emendations to the Draft Amended Budget as it deems appropriate, if any;

WHEREAS, the Agency has made relevant findings concerning the amount of opposition, if any, to the Proposed Draft Amended Budget by owners of real property within the Project Area;

WHEREAS, pursuant to UCA § 17C-5-304, the Proposed Draft Amended Budget remains subject to approval by the entities that levy taxes within the Project Area that enter into interlocal agreements with the Agency for the Project Area before the Agency may collect project area funds from the Project Area; and

WHEREAS the Agency now desires to formally adopt the Proposed Draft Amended Budget, as revised by the Agency, as the official budget for the Project Area.

THEREFORE, BE IT RESOLVED AND ADOPTED BY THE BOARD OF SOUTH JORDAN CITY REDEVELOPMENT AGENCY AS FOLLOWS:

1. THE AGENCY BOARD FINDS AS FOLLOWS:

- 1.1. The Agency has prepared an Amended Proposed Draft Project Area Budget pursuant to UCA § 17C-5-306.
- 1.2. The Agency provided notice of and held the Hearing on the Proposed Draft Amended Budget as required by UCA § 17C-5-306(2)(a).
- 1.3. The Amended Official Project Area Budget is not subject to approval by a Taxing Entity Committee but must be approved by each Taxing Entity through an Interlocal Agreement with the Agency.
- 1.4. A copy of the Proposed Draft Amended Budget has been available to the public at the Agency's office during normal business hours for at least 30 days before the Budget Hearing as required by UCA § 17C-5-302(2)(c).
- 1.5. The Agency, as required in UCA § 17C-5-302(2)(d), held a budget hearing on the Proposed Community Reinvestment Project Area Budget on September 19, 2023, and, at the Budget Hearing, allowed public comment on: (i) the Proposed Draft Amended Budget; and (ii) whether the Agency should revise, adopt, or reject the Proposed Draft Amended Budget.
- 1.6. The Agency has considered the comments and information from the Budget Hearing relating to the Proposed Draft Amended Budget.
- 1.7. The Proposed Draft Amended Budget attached hereto as **Exhibit A** and incorporated herein by this reference meets all of the requirements of UCA § 17C-5-503.

2. AGENCY ACTION ON THE PROJECT AREA BUDGET

- 2.1. The Agency adopts the Proposed Draft Amended Budget attached hereto as **Exhibit A** and incorporated herein by this reference as the Official Amended Budget for the Southwest Quadrant Urban Center Project Area, ("**Official Amended Budget**").
- 2.2. Agency Staff are hereby authorized to take all actions necessary, including those actions required by UCA § 17C-5-305, to carry out the purposes of this Resolution.

3. RECORDING AND TRANSMITTAL OF THE PROJECT AREA BUDGET.

3.1.1. Pursuant to Utah Code § 17C-5-305, Agency Staff are hereby directed and authorized to take the following actions within 30 days after adoption of the Official Amended Budget by the Agency Board:

a. to record with the Salt Lake County Recorder a document containing a description of the land within the Project Area, a statement that the Official Amended Budget for the Project Area has been adopted; and the date of its adoption by the City Council; and

b. to transmit a copy of the description of the land within the Project Area, a copy of the City ordinance adopting the Official Plan, and a map indicating the boundaries of the Project Area to each of the following: (i) the auditor and assessor of the county in which the Project Area is located; (ii) the officer or officers performing the function of auditor or assessor for each taxing entity, if any, that does not use the county assessment roll or collect its taxes through the county; (iii) the legislative body or governing board of each taxing entity; (iv) the State Tax Commission; and (v) the State Board of Education.

4. EFFECTIVE DATE OF RESOLUTION

This Resolution shall be effective upon adoption

APPROVED AND ADOPTED by the South Jordan City Redevelopment Agency Board this _____ day of _____ 2023.

**SOUTH JORDAN CITY
REDEVELOPMENT AGENCY**

Dawn R. Ramsey, Agency Chair

ATTEST:

Anna Crookston, Agency Secretary

Approved as to Form:

J. Craig Smith
J. Craig Smith (Sep 15, 2023 17:20 MDT)

J. Craig Smith, Agency Counsel

EXHIBIT A

Proposed Draft Amended Budget



DRAFT AMENDED & RESTATED SOUTHWEST QUADRANT URBAN CENTERCOMMUNITY REINVESTMENT PROJECT AREA BUDGET¹

ORIGINALLY ADOPTED APRIL 19, 2022
AMENDED AND RESTATED SEPTEMBER 18, 2023

AGENCY BOARD RESOLUTION ADOPTING AMENDED & RESTATED BUDGET NO. _____

SOUTH JORDAN CITY REDEVELOPMENT AGENCY
1600 WEST TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095

This Amended Southwest Quadrant Urban Center Project Area Budget ("**Amended Budget**") is prepared in good faith as a current reasonable estimate of the economic impact of projected development within the Project Area.² Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this Budget represents the reasonable expectations of the Agency. The Agency makes no guarantee that the projections contained in this Amended Budget of the Amended Project Area Plan for the Project Area accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Community Reinvestment Agency Act, found at Title 17C of the Utah Code, ("**Act**") now and as may be amended; this Amended Budget shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act. The actual amount of Tax Increment received by the Agency will be determined solely by interlocal agreement(s) between the Agency and taxing entity South Jordan City; this Amended Budget does not control the flow of Tax Increment money, nor does it entitle the Agency to receive money from Tax Increment or any other source.

The following narrative has been prepared in accordance with Utah Code §17C-5-303 for an Agency that receives Tax Increment.

1(A). THE BASE TAXABLE VALUE

The Base Taxable Value is the year 2021 value of \$66,185,923. The Base Taxable Value is used to calculate the sharing of Tax Increment pursuant to interlocal agreements

¹ This Amended Budget supersedes and replaces the Project Area Budget adopted on April 19, 2022. Defined terms in the Amended Project Plan have the same definition in the Amended Budget. Also, terms defined in the Act have the same definitions in this Amended Budget.

² The boundary of the Project Area remains unchanged from the original boundary.

with the Taxing Entities will be set in each interlocal agreement as required by Utah Code § 17C-5-204(6)(a).

1(B). PROJECTED AMOUNT OF TAX INCREMENT TO BE GENERATED WITHIN THE PROJECT AREA

The projected amount of Tax Increment to be generated within the Project Area from 2026-2055 is \$28,564,539. All of which is from Taxing Entity South Jordan City.

Detailed financial projections are attached as **Exhibit 1** to this Amended Budget and found as Exhibit F to the Amended Plan. Note that these figures are based on current projections; actual generation of tax revenues depends on future value growth, which cannot be predicted with absolute certainty.

1(C). PROJECT AREA FUNDS COLLECTION PERIOD

The anticipated collection period is twenty (20) years for each particular parcel within an overall thirty (30) year period. Final details of tax increment collection will be established by interlocal agreement between the Agency and South Jordan City. The collection period for Tax Increment is from 2026 to 2055.

1(D). PROJECTED AMOUNT OF TAX INCREMENT TO BE PAID TO OTHER TAXING ENTITIES

At present, the Agency does not anticipate payment of Tax Increment to any other Taxing Entity. However, the Agency reserves the right to do so through an interlocal agreement between the Agency and any participating taxing entities.

1(E). IF THE AREA FROM WHICH TAX INCREMENT IS COLLECTED IS LESS THAN THE ENTIRE PROJECT AREA

The Agency anticipates not collecting any Tax Increment under the Amended Budget and Amended Plan from the 152.09 acres of the Project Area which is also within the South Station HTRZ. The South Station HTRZ was created pursuant to Title 63N, Chapter 3, Part 6 of the Utah Code. The Project Area Map attached to the Amended Plan as Exhibit B depicts the portion of the Project Area also within the South Station HTRZ. A boundary description of the South Station HTRZ is found in Section 2 of the Amended Plan. Also, a 36.913 acre portion of the Project Area is within the boundary of the South Station CDA. No Tax Increment will be taken from the portion of the Project Area also within the South Station CDA until after the payment of Tax Increment from the South Station CDA is completed. This is expected to be 2030. The Project Area Map attached to the Amended Plan as Exhibit B depicts the boundary of the South Station CDA and the South Station CDA which is also within the Project Area. A boundary description of the South Station CDA is found in Section 2 of the Amended Plan. Final details of tax increment collection will be established by interlocal agreement between the Agency and South Jordan City.

1(F). THE PERCENTAGE OF TAX INCREMENT THE AGENCY IS AUTHORIZED TO RECEIVE

The Agency anticipates requesting ninety percent (90%) of Tax Increment from the South Jordan City levy. At present, it is not anticipated seeking Tax Increment from any other Taxing Entity.

Final details of Tax Increment collection will be established by an interlocal agreement between the Agency and South Jordan City.

1(G). THE MAXIMUM CUMULATIVE DOLLAR AMOUNT OF TAX INCREMENT THE AGENCY IS AUTHORIZED TO RECEIVE FROM THE PROJECT AREA

Assuming South Jordan City contributes Tax Increment as requested for a period of twenty (20) years, based on the Agency's current projections the Agency would receive approximately \$28,564,539 in Tax increment over twenty (20) years within a thirty (30) year period. Note that out of this amount, the Agency will have administrative expenses (5%) and the mandatory affordable housing allocation, (10%) and Project Area Maintenance (5%) leaving approximately \$22,851,631 for the Project Area development.

2. IF THE AGENCY RECEIVES SALES AND USE TAX REVENUE

The Agency does not currently anticipate collecting sales and use tax revenues from the Project Area but reserves the right to do so. The Agency will only receive sales and use tax revenue pursuant to one or more interlocal agreements with participating taxing entities.

3. AMOUNT OF PROJECT AREA FUNDS THE AGENCY WILL USE TO IMPLEMENT THE PROJECT AREA

The Agency projects that approximately \$22,851,631 of the Project Area Funds received by the Agency will be used toward Project Area development. The remainder of the Project Area Funds will be used to make the Agency's mandatory housing allocation, (\$2,856,454) pay interest on issuance cost on debt service, if any, and to cover Agency Administrative (\$1,428,227) and Maintenance expenses (\$1,428,227). The Agency estimates that its funds will be used as follows but reserves the right to maintain flexibility with the funds and not to adhere strictly to line-item amounts shown in the table below. All Agency Funds will be used for infrastructure, administrative or economic development purposes within the Project Area. Administrative funds have been calculated based on five percent (5%) of Agency tax increment receipts annually. In addition, ten percent (10%) of Agency receipts will be set aside for Affordable Housing. Affordable Housing funds will be prioritized for use in the Project Area; however, Affordable Housing funds do not need to be spent within the Project Area. The remaining funds are allocated primarily for possible improvements listed as follows:

- Health, Culture, and Entertainment Facilities
- Roads and Utilities
- Civic, Parks, & Open Space Improvements
- Public Structured Parking
- Land Acquisition

4. THE AGENCY'S COMBINED INCREMENTAL VALUE

The total taxable value in the Project Area is estimated at approximately \$66,000,000 with a potential taxable value after thirty (30) years of \$1,532,638,519. of for an incremental value of approximately \$1,466,452,596. The Agency's combined incremental value, excluding the Southwest Quadrant is \$2,457,839,591; with the Southwest Quadrant Urban Center Project Area the Agency total is \$3,924,921,187.

5. THE AMOUNT OF PROJECT AREA FUNDS THAT WILL BE USED TO COVER THE COST OF ADMINISTERING THE PROJECT AREA

The Agency anticipates that approximately five percent (5%) or \$1,428,227 of the total Project Area Funds collected by the Agency will be used for Agency administrative expenses.

6. FOR PROPERTY THAT THE AGENCY OWNS AND EXPECTS TO SELL, THE EXPECTED TOTAL COST OF THE PROPERTY TO THE AGENCY AND THE EXPECTED SALE PRICE

The Agency does not own any real property within the Project Area which it expects to sell. The Agency reserves the right to sell and acquire property as part of the Agency's project area development activities.

EXHIBIT 1*Project Area Financial Projections*

| | |
|---|----------------------------|
| <p style="text-align: center;">South Jordan Redevelopment Agency Southwest Quadrant CRA (LHM Development) Increment & Budget Analysis</p> | |
| Projected Cumulative Real Property Value (Building & Land) ¹ | |
| Personal Property Value ² | |
| Total Estimated Assessed Value | |
| Base Year Value (Building and Land) | |
| Less Base Year Value | |
| Total Projected Incremental Value | |
| Tax Rate & Increment Analysis | 2023 Tax Rate / |
| | <i>Participation Rates</i> |
| South Jordan City | 0.001425 |
| TOTAL ANNUAL INCREMENTAL VALUE (City is only participant) | |
| PROJECT AREA BUDGET | |
| Source of Funds | |
| City Property Tax Increment for Budget (Participation rate 90%) | 90% |
| Uses of Tax Increment Funds | |
| Redevelopment Activities (Infrastructure, Incentives, etc.) | 80% |
| CRA Housing Requirement (10.0%) | 10% |
| RDA Administration (5.0%) | 5% |
| Maintenance (5%) | 5% |
| TOTAL USES OF INCREMENT | |
| REMAINING REVENUE FOR CITY | |
| Annual Revenue from Base Year Value | 0.001425 |
| Remaining Incremental Value from Development | |
| TOTAL REMAINING REVENUE FOR CITY | |
| Footnotes 1 - Residential values that are included have been discounted by 45%. 2 - Due to difficulty in estimating personal property at this time, no valuations for personal property have been included but related incremental tax will still benefit the project. | |

DRAFT August 18, 2023

| ASSUMPTIONS: | | | | |
|--|---------------|----------------|----------------|----------------|
| Discount Rate | | 4.0% | | |
| No annual inflation has been added to what values the Developer provided | | | | |
| Payment Year | 2024 | 2025 | 2026 | 2027 |
| Tax Year | 2023 | 2024 | 2025 | 2026 |
| 2026 Trigger Year | YEAR 1 | | YEAR 2 | |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| - | - | - | - | - |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| \$ - | \$ - | \$ - | \$ 335,301 | \$ 527,372 |
| - | - | - | 335,301 | 527,372 |
| - | - | - | 301,771 | 474,635 |
| - | - | - | \$ 241,416 | \$ 379,708 |
| - | - | - | 30,177 | 47,464 |
| - | - | - | 15,089 | 23,732 |
| - | - | - | 15,089 | 23,732 |
| - | - | - | \$ 301,771 | \$ 474,635 |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| - | - | - | 33,530 | 52,737 |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 283,439 | \$ 302,647 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| 2028 | 2029 | 2030 | 2031 | 2032 |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| 2027 | 2028 | 2029 | 2030 | 2031 |
| YEAR 3 | YEAR 4 | YEAR 5 | YEAR 6 | YEAR 7 |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| - | - | - | - | - |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| \$ 715,751 | \$ 879,621 | \$ 1,009,119 | \$ 1,085,999 | \$ 1,146,426 |
| 715,751 | 879,621 | 1,009,119 | 1,085,999 | 1,146,426 |
| 644,175 | 791,659 | 908,207 | 977,399 | 1,031,783 |
| \$ 515,340 | \$ 633,327 | \$ 726,566 | \$ 781,919 | \$ 825,427 |
| 64,418 | 79,166 | 90,821 | 97,740 | 103,178 |
| 32,209 | 39,583 | 45,410 | 48,870 | 51,589 |
| <u>32,209</u> | <u>39,583</u> | <u>45,410</u> | <u>48,870</u> | <u>51,589</u> |
| \$ 644,175 | \$ 791,659 | \$ 908,207 | \$ 977,399 | \$ 1,031,783 |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| <u>71,575</u> | <u>87,962</u> | <u>100,912</u> | <u>108,600</u> | <u>114,643</u> |
| \$ 321,484 | \$ 337,871 | \$ 350,821 | \$ 358,509 | \$ 364,552 |
| 2033 | 2034 | 2035 | 2036 | 2037 |
| 2032 | 2033 | 2034 | 2035 | 2036 |
| YEAR 8 | YEAR 9 | YEAR 10 | YEAR 11 | YEAR 12 |
| \$ 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |
| - | - | - | - | - |
| \$ 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | | |
|----|----------------------|----------------------|----------------------|----------------------|----------------------|
| | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ | 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |
| | | | | | |
| \$ | 1,207,434 | \$ 1,264,168 | \$ 1,314,043 | \$ 1,370,777 | \$ 1,420,652 |
| | 1,207,434 | 1,264,168 | 1,314,043 | 1,370,777 | 1,420,652 |
| | 1,086,690 | 1,137,751 | 1,182,639 | 1,233,699 | 1,278,587 |
| | | | | | |
| \$ | 869,352 | \$ 910,201 | \$ 946,111 | \$ 986,959 | \$ 1,022,869 |
| | 108,669 | 113,775 | 118,264 | 123,370 | 127,859 |
| | 54,335 | 56,888 | 59,132 | 61,685 | 63,929 |
| | <u>54,335</u> | <u>56,888</u> | <u>59,132</u> | <u>61,685</u> | <u>63,929</u> |
| \$ | 1,086,690 | \$ 1,137,751 | \$ 1,182,639 | \$ 1,233,699 | \$ 1,278,587 |
| | | | | | |
| \$ | 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| | <u>120,743</u> | <u>126,417</u> | <u>131,404</u> | <u>137,078</u> | <u>142,065</u> |
| \$ | 370,653 | \$ 376,326 | \$ 381,314 | \$ 386,987 | \$ 391,975 |

DRAFT August 18, 2023

| 2038 | 2039 | 2040 | 2041 | 2042 |
|------------------|------------------|------------------|------------------|------------------|
| 2037 | 2038 | 2039 | 2040 | 2041 |
| YEAR 13 | YEAR 14 | YEAR 15 | YEAR 16 | YEAR 17 |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| - | - | - | - | - |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| | | | | |
| \$ 1,470,527 | \$ 1,526,320 | \$ 1,544,133 | \$ 1,561,945 | \$ 1,586,617 |
| 1,470,527 | 1,526,320 | 1,544,133 | 1,561,945 | 1,586,617 |
| | | | | |
| 1,323,474 | 1,373,688 | 1,389,720 | 1,405,751 | 1,427,955 |
| | | | | |
| \$ 1,058,779 | \$ 1,098,951 | \$ 1,111,776 | \$ 1,124,601 | \$ 1,142,364 |
| 132,347 | 137,369 | 138,972 | 140,575 | 142,796 |
| 66,174 | 68,684 | 69,486 | 70,288 | 71,398 |
| <u>66,174</u> | <u>68,684</u> | <u>69,486</u> | <u>70,288</u> | <u>71,398</u> |
| \$ 1,323,474 | \$ 1,373,688 | \$ 1,389,720 | \$ 1,405,751 | \$ 1,427,955 |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| <u>147,053</u> | <u>152,632</u> | <u>154,413</u> | <u>156,195</u> | <u>158,662</u> |
| \$ 396,962 | \$ 402,541 | \$ 404,323 | \$ 406,104 | \$ 408,571 |
| | | | | |
| 2043 | 2044 | 2045 | 2046 | 2047 |
| 2042 | 2043 | 2044 | 2045 | 2046 |
| YEAR 18 | YEAR 19 | YEAR 20 | YEAR 21 | YEAR 22 |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| | | | | |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 |
| | | | | |
| \$ 1,604,430 | \$ 1,622,242 | \$ 1,639,158 | \$ 1,303,857 | \$ 1,111,785 |
| 1,604,430 | 1,622,242 | 1,639,158 | 1,303,857 | 1,111,785 |
| 1,443,987 | 1,460,018 | 1,475,242 | 1,173,471 | 1,000,607 |
| | | | | |
| \$ 1,155,189 | \$ 1,168,014 | \$ 1,180,193 | \$ 938,777 | \$ 800,485 |
| 144,399 | 146,002 | 147,524 | 117,347 | 100,061 |
| 72,199 | 73,001 | 73,762 | 58,674 | 50,030 |
| <u>72,199</u> | <u>73,001</u> | <u>73,762</u> | <u>58,674</u> | <u>50,030</u> |
| \$ 1,443,987 | \$ 1,460,018 | \$ 1,475,242 | \$ 1,173,471 | \$ 1,000,607 |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| <u>160,443</u> | <u>162,224</u> | <u>163,916</u> | <u>130,386</u> | <u>111,179</u> |
| \$ 410,352 | \$ 412,134 | \$ 413,825 | \$ 380,295 | \$ 361,088 |

| 2048 | 2049 | 2050 | 2051 | 2052 |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| 2047 | 2048 | 2049 | 2050 | 2051 |
| YEAR 23 | YEAR 24 | YEAR 25 | YEAR 26 | YEAR 27 |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |
| | | | | |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | | | | | | |
|----|----------------|----|----------------|----|----------------|----|----------------|----|----------------|
| \$ | 923,407 | \$ | 759,536 | \$ | 630,039 | \$ | 553,159 | \$ | 492,732 |
| | 923,407 | | 759,536 | | 630,039 | | 553,159 | | 492,732 |
| | 831,066 | | 683,583 | | 567,035 | | 497,843 | | 443,458 |
| \$ | 664,853 | \$ | 546,866 | \$ | 453,628 | \$ | 398,274 | \$ | 354,767 |
| | 83,107 | | 68,358 | | 56,703 | | 49,784 | | 44,346 |
| | 41,553 | | 34,179 | | 28,352 | | 24,892 | | 22,173 |
| | <u>41,553</u> | | <u>34,179</u> | | <u>28,352</u> | | <u>24,892</u> | | <u>22,173</u> |
| \$ | 831,066 | \$ | 683,583 | \$ | 567,035 | \$ | 497,843 | \$ | 443,458 |
| \$ | 249,909 | \$ | 249,909 | \$ | 249,909 | \$ | 249,909 | \$ | 249,909 |
| | <u>92,341</u> | | <u>75,954</u> | | <u>63,004</u> | | <u>55,316</u> | | <u>49,273</u> |
| \$ | 342,250 | \$ | 325,863 | \$ | 312,913 | \$ | 305,225 | \$ | 299,183 |

| 2053 | 2054 | 2055 | | |
|----------------------|----------------------|----------------------|----------------------------|---------------|
| 2052 | 2053 | 2054 | | |
| YEAR 28 | YEAR 29 | YEAR 30 | TOTAL (FV) | TOTAL (NPV) |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | \$ 62,534,774 |
| - | - | - | \$ - | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| 175,375,000 | 175,375,000 | 175,375,000 | | |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| | | | | |
| \$ 431,724 | \$ 374,990 | \$ 325,115 | \$ 31,738,376 | \$ 18,456,978 |
| 431,724 | 374,990 | 325,115 | 31,738,376 | |
| | | | | |
| 388,551 | 337,491 | 292,603 | \$ 28,564,539 | \$ 16,611,280 |
| | | | | |
| \$ 310,841 | \$ 269,993 | \$ 234,083 | \$ 22,851,631 | \$ 13,289,024 |
| 38,855 | 33,749 | 29,260 | \$ 2,856,454 | \$ 1,661,128 |
| 19,428 | 16,875 | 14,630 | \$ 1,428,227 | \$ 830,564 |
| <u>19,428</u> | <u>16,875</u> | <u>14,630</u> | <u>\$ 1,428,227</u> | \$ 830,564 |
| \$ 388,551 | \$ 337,491 | \$ 292,603 | \$ 28,564,539 | |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 8,247,009 | |
| <u>43,172</u> | <u>37,499</u> | <u>32,511</u> | <u>\$ 3,173,838</u> | |
| \$ 293,082 | \$ 287,408 | \$ 282,421 | \$ 11,420,847 | |

SOUTH JORDAN CITY REDEVELOPMENT AGENCY

RESOLUTION NO. RDA 2023-08

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF SOUTH JORDAN FOR THE SOUTHWEST QUADRANT URBAN CENTER COMMUNITY REINVESTMENT PROJECT AREA

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code (the “**Interlocal Act**”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues;

WHEREAS South Jordan City Redevelopment Agency (the “**Agency**”) and South Jordan City (the “**City**”) are “public agencies” for purposes of the Interlocal Act and the City is a “**Taxing Entity**” as defined in Utah Code § 17C-1-102(62);

WHEREAS the Agency has adopted an Amended Project Area Plan, (“**Amended Plan**”) which was also ordained by the City, for the Southwest Quadrant Urban Center Community Reinvestment Project Area (the “**Project Area**”) pursuant to Title 17C of the Utah Code;

WHEREAS, the Agency has adopted an Amended Project Area Budget (“**Amended Budget**”) for the Southwest Quadrant Urban Center Community Reinvestment Project Area pursuant to Title 17C of the Utah Code;

WHEREAS after careful analysis and consideration of relevant information, the City desires to enter into an interlocal agreement with the Agency (the “**Interlocal Agreement**”) whereby the City consents to the Agency receiving for an extended period of time a portion of the “**Tax Increment**” as defined in Utah Code § 17C-1-102(61) produced by the City’s levy on real and personal property within the Project Area according to the Amended Plan and Amended Budget; and

WHEREAS Section 11-13-202.5 of the Act requires that Interlocal Agreement be approved by resolution of the legislative body of a public agency.

THEREFORE, BE IT RESOLVED BY THE SOUTH JORDAN CITY REDEVELOPMENT AGENCY AS FOLLOWS:

1. The Interlocal Agreement for the Project Area, substantially in the form attached hereto as **Exhibit A**, is approved and Agency Chair and Secretary are authorized to execute the Interlocal Agreement on behalf of the Agency.

2. The Agency Chair, in consultation with Agency legal counsel, may make such minor additions, changes, and emendations as deemed necessary prior to the execution of the Interlocal Agreement by the Agency.

3. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Interlocal Agreement has been submitted, or will be submitted prior to execution, to legal counsel of the Agency for review and approval as to form and legality.

4. Pursuant to Section 11-13-209 of the Interlocal Act and upon full execution of the Interlocal Agreement, a copy thereof shall be filed immediately with the Secretary of the Agency who is the keeper of records of the Agency.

5. The Interlocal Agreement shall be effective on the date of the notice required by Utah Code §17C-5-205 is accomplished.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED on the ____ day of September 2023.

**SOUTH JORDAN CITY
REDEVELOPMENT AGENCY**

Dawn R. Ramsey, Agency Chair

ATTEST:

Anna Crookston, Agency Secretary

Approved as to Form:

J. Craig Smith
J. Craig Smith (Sep 15, 2023 17:19 MDT)

J. Craig Smith, Agency Counsel

EXHIBIT A

Interlocal Agreement

**SOUTHWEST QUADRANT UBRAN CENTER
COMMUNITY REINVESTMENT PROJECT AREA**

**INTERLOCAL AGREEMENT
by and between the
SOUTH JORDAN CITY REDEVELOPMENT AGENCY
and
SOUTH JORDAN CITY**

THIS INTERLOCAL AGREEMENT (“Interlocal Agreement”) is entered into as of this 19th day of September, 2023, by and between the **SOUTH JORDAN CITY REDEVELOPMENT AGENCY**, a political subdivision of the State of Utah (the “**Agency**”) and **SOUTH JORDAN CITY, UTAH**, a political subdivision of the State of Utah (the “**City**”) the Agency and the City may also be individually referred to as “**Party**” and collectively as “**Parties**”.

A. WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within the City, as contemplated by the Act;

B. WHEREAS the Agency and City created the Southwest Quadrant Urban Center Community Reinvestment Project Area (the “**Project Area**”), adopted a community reinvestment project area plan for the Project Area (“**Original Project Area Plan**”), on April 19, 2022, and the Agency also adopted the Southwest Quadrant Urban Center Community Reinvestment Project Area Budget (“**Original Project Area Budget**”) on that same date;

C. WHEREAS on September 19, 2023, the Agency adopted an Amended Plan (“**Amended Plan**”) for the Project Area to replace and supersede the Original Project Area Plan and a copy of the Amended Plan is attached hereto as **Exhibit A**, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to promote desirable development within the Project Area;

D. WHEREAS on September 19, 2023, the Agency adopted an Amended Project Area Budget (“**Amended Budget**”) to replace and supersede the Original Project Area Budget and a copy of the Amended Budget is attached hereto as **Exhibit B**;

E. WHEREAS, the Act authorizes the Agency and City, which is a “**Taxing Entity**” as defined in Section § 17C-1-102(62) of the Act to enter into this Interlocal Agreement to govern the payment of Tax Increment to the Agency;

F. WHEREAS the City and the Agency have determined that it is in the best interests of the City to provide certain financial assistance through the sharing of tax increment as defined in Section 17C-1-102(61) of the Act (hereinafter “**Tax Increment**”) in connection with the development of the Project Area as set forth in the Amended Plan;

G. WHEREAS the Agency anticipates providing a portion of the Tax Increment, created by development within the Project Area to encourage desirable development within the Project Area;

H. WHEREAS the Tax Increment will be used to fund the installation of public infrastructure improvements, to reimburse the costs of the installation of such public infrastructure improvements, and for other purposes as allowed by the Act;

I. WHEREAS the City and the Agency have determined that it is in the best interests of the City, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Amended Plan;

J. WHEREAS Section 11-13-215 of the Cooperation Act authorizes the City, as a Taxing Entity, to share its property tax and other revenues with the Agency; and

K. WHEREAS the provisions of applicable Utah state law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the Utah Code, (the “**Cooperation Act**”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. City's Consent.

a. Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, and the Amended Plan and Amended Budget, the City hereby agrees and consents to the Agency being paid 90% of the City’s portion of Tax Increment generated on the real and personal property within the Project Area, which would otherwise paid to the City, for twenty (20) years for each parcel of real property and personal property within the Project Area within a thirty

(30) year term (the “**Tax Increment Term**”). The Tax Increment Term shall begin in 2026 and end in 2055. As provided in the Amended Plan and Amended Budget, the Tax Increment generated on a particular parcel of real property or personal property within the Project Area may not be paid to the Agency for more than twenty (20) years.

- b. The “Base Year” as defined in Section 17C-1-102(9) of the Act to determine the “base taxable value” as defined in Section 17C-1-102(8) of the Act shall be 2022.
- c. The Tax Increment paid to the Agency shall be used for the purposes set forth in the Act as reflected herein and in the Amended Plan and Amended Budget and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the City’s tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be value of all taxable property within the Project Area as of January 1, 2022, which taxable value is subject to adjustment as required by law.
- d. The City hereby authorizes and directs Salt Lake County to pay directly to the Agency 90% of the City’s portion of real and personal property taxes generated within the Project Area to the Agency in accordance with Section 17C-5-206 of the Act for the periods described herein.

2. Authorized Uses of Tax Increment. The Parties agree that the Agency may apply all or part of the Tax Increment paid to the Agency to the payment of any of the components of the development within the Project Area and related purposes, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to one or more “**Participants**” as defined in Section 17C-1-102(40) of the Act within the Project Area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Tax Increment may also be used for housing including “Income Targeted Housing” as defined in Section 17C-1-102(32) of the Act.

3. Requirement for Written Participation Agreement. If incentives are paid to a Participant “the Agency will enter into a written “**Participation Agreement**” as defined in Section 17C-1-102(41) of the Act with the Participant and such Participation Agreement will be approved by Resolution of the Agency Board.

4. Return of Tax Increment to City. If the Agency, in its sole discretion, is unable to utilize the full amount of the City’s Share for the uses authorized in this Interlocal

Agreement, then the Agency shall return to the City that portion of the Tax Increment that the Agency is unable to utilize.

5. Consent to Project Area Budget. As required by Section 17C-5-304, the City consents to the Amended Budget adopted by the Agency for the Project Area and as it may be amended from time to time.

6. No Third-Party Beneficiary. Nothing in this Interlocal Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Interlocal Agreement, no person or entity is an intended third-party beneficiary under this Interlocal Agreement.

7. Due Diligence. Each Party acknowledges it has performed its own review, investigation, and due diligence regarding the relevant law and facts upon which this Interlocal Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

8. Compliance with Interlocal Cooperation Act & Public Notice Requirements
In satisfaction of the requirements of the Interlocal Act and Notice requirements in the Interlocal Act, the Parties agree as follows:

- a. This Interlocal Agreement shall be authorized and adopted by resolution of the governing body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.
- b. This Interlocal Agreement shall be 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 Section 11-13-202.5(3) of the Cooperation Act.
- c. A duly executed original counterpart of this Interlocal 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 Executive Director of the Agency is hereby designated the administrator for all purposes of the Interlocal Act, pursuant to Section 11-13-207 of the Cooperation Act.

- e. The term of this Interlocal Agreement shall commence on the publication of the notice required by Section 11-4-202 of the Cooperation Act and shall continue through the date on which all of the Incentive has been paid to and disbursed by the Agency pursuant to the Amended Budget unless the Parties agree to terminate this Interlocal Agreement on an earlier or later date.
- f. Following the execution of this Interlocal Agreement by both Parties, the Parties shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-4-202 of the Act.
- g. No Separate Legal Entity is created by this Interlocal Agreement.

9. Modification and Amendment. Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Interlocal Agreement shall be of no force or effect.

10. Further Assurances. Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Interlocal Agreement.

Governing Law & Venue. This Interlocal Agreement shall be governed by, and construed and interpreted in accordance with, 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 a court of competent jurisdiction in Salt Lake County, Utah, and the Parties agree to submit to the jurisdiction of such court.

11. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

12. Severability. If any provision of this Interlocal Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Interlocal Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Interlocal Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Interlocal Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Interlocal Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Interlocal Agreement.

13. Authorization. Each of the Parties hereto represents and warrants to the other that it has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Interlocal Agreement by each such Party.

14. Time of the Essence. Time shall be of the essence in the performance of all duties and obligations of this Interlocal Agreement.

15. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Interlocal Agreement.

16. Incorporation of Exhibits. The exhibits to this Interlocal Agreement are hereby incorporated by reference as part of this Interlocal Agreement.

17. Counterparts. This Interlocal Agreement may be executed in duplicate originals, each of which shall be deemed an original.

18. Assignment. No Party may assign its rights, duties or obligations under this Interlocal Agreement without the prior written consent of both Parties.

19. Authority to Bind. Each individual executing this Interlocal Agreement represents that upon executing this Interlocal Agreement, this Interlocal Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

20. Entire Agreement. This Interlocal 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.

21. Further Documents and Acts. Each Party hereto agrees to cooperate in good faith with the other 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 intent and transactions contemplated under this Interlocal Agreement.

22. 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.

23. Conflict with Amended Plan or Amended Budget. If it is determined there is a conflict between this Interlocal Agreement and the Amended Plan, Amended Budget, or both, the terms of the Amended Plan and/or Amended Budget shall take precedence and control.

24. Prohibition or Reduction of Tax Increment. In the event the payment of Tax Increment to the Agency is prohibited or reduced by any state or federal law or regulation or by the decision of a court of competent jurisdiction, the payment of Tax Increment to the Agency shall be terminated or reduced accordingly.

ENTERED into as of the day and year first above written.

[Remainder of page intentionally left blank; signature pages to follow]

**SOUTH JORDAN CITY
REDEVELOPMENT AGENCY**

By: _____
Dawn Ramsey, Chair

ATTEST:

By: _____
Anna Crookston, Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the South Jordan City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

J. Craig Smith
J. Craig Smith (Sep 15, 2023 17:19 MDT)

J. Craig Smith, Agency Counsel

SOUTH JORDAN CITY, UTAH

By: _____
Dawn Ramsey, Mayor

ATTEST:

By: _____
Anna Crookston, City Recorder

Attorney Review for the City:

The undersigned, as attorney for South Jordan City, Utah, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Ryan Loose, City Attorney

EXHIBIT A

SOUTHWEST QUADRANT URBAN CENTER COMMUNITY REINVESTMENT PROJECT AREA AMENDED PLAN

Southwest Quadrant Urban Center CRA Interlocal Agreement with City

EXHIBIT B

**SOUTHWEST QUADRANT URBAN CENTER COMMUNITY REINVESTMENT
PROJECT AREA AMENDED BUDGET**

Southwest Quadrant Urban Center CRA Interlocal Agreement with City

SOUTH JODAN CITY

RESOLUTION NO. 2023-35

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR THE SHARING OF TAX INCREMENT GENERATED IN THE SOUTHWEST QUADRANT URBAN CENTER COMMUNITY REINVESTMENT PROJECT AREA

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “**Interlocal Act**”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues;

WHEREAS the South Jordan City Redevelopment Agency (the “**Agency**”) and South Jordan City (the “**City**”) are “public agencies” for purposes of the Interlocal Act;

WHEREAS the Agency has adopted an Amended Project Area Plan, (“**Amended Plan**”) which was also ordained by the City, for the Southwest Quadrant Urban Center Community Reinvestment Project Area (the “**Project Area**”) pursuant to Title 17C of the Utah Code;

WHEREAS, the Agency has adopted an Amended Project Area Budget (“**Amended Budget**”) for the Southwest Quadrant Urban Center Community Reinvestment Project Area pursuant to Title 17C of the Utah Code;

WHEREAS after careful analysis and consideration of relevant information, the City desires to enter into an interlocal agreement with the Agency (the “**Interlocal Agreement**”) whereby the City consents to the Agency receiving for an extended period of time a portion of the “**Tax Increment**” as defined in Utah Code § 17C-1-102(61) produced by the City’s levy on real and personal property within the Project Area according to the Amended Plan and Amended Budget; and

WHEREAS Section 11-13-202.5 of the Interlocal Act requires that the Interlocal Agreement be approved by resolution of the legislative body of a public agency.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, UTAH AS FOLLOWS:

1. The Interlocal Agreement, substantially in the form attached hereto as **Exhibit A**, is approved and Mayor and City Recorder are authorized to execute the Interlocal Agreement on behalf of the City.

2. The Mayor, in consultation with the City's legal counsel, may make such minor additions, changes, and emendations as deemed necessary prior to the execution of the Interlocal Agreement by the City.

3. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Interlocal Agreement has been submitted, or will be submitted prior to execution, to legal counsel of the City for review and approval as to form and legality.

4. Pursuant to Section 11-13-209 of the Interlocal Act and upon full execution of the Interlocal Agreement, a copy thereof shall be filed immediately with the keeper of records of the City.

5. The Interlocal Agreement shall be effective on the date of publication of the notice required by Section 17C-5-205 of the Utah Code, and such notice shall be published by the Agency on behalf of each Taxing Entity according to the terms of the Interlocal Agreement.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED on the ____ day of _____, 2023.


SOUTH JORDAN CITY

Dawn R. Ramsey, Mayor

ATTEST:

Anna Crookston, City Recorder

Approved as to form:



Ryan W. Loose, City Attorney

EXHIBIT A

Interlocal Agreement

**SOUTHWEST QUADRANT UBRAN CENTER
COMMUNITY REINVESTMENT PROJECT AREA**

**INTERLOCAL AGREEMENT
by and between the
SOUTH JORDAN CITY REDEVELOPMENT AGENCY
and
SOUTH JORDAN CITY**

THIS INTERLOCAL AGREEMENT (“Interlocal Agreement”) is entered into as of this 19th day of September, 2023, by and between the **SOUTH JORDAN CITY REDEVELOPMENT AGENCY**, a political subdivision of the State of Utah (the “**Agency**”) and **SOUTH JORDAN CITY, UTAH**, a political subdivision of the State of Utah (the “**City**”) the Agency and the City may also be individually referred to as “**Party**” and collectively as “**Parties**”.

A. WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within the City, as contemplated by the Act;

B. WHEREAS the Agency and City created the Southwest Quadrant Urban Center Community Reinvestment Project Area (the “**Project Area**”), adopted a community reinvestment project area plan for the Project Area (“**Original Project Area Plan**”), on April 19, 2022, and the Agency also adopted the Southwest Quadrant Urban Center Community Reinvestment Project Area Budget (“**Original Project Area Budget**”) on that same date;

C. WHEREAS on September 19, 2023, the Agency adopted an Amended Plan (“**Amended Plan**”) for the Project Area to replace and supersede the Original Project Area Plan and a copy of the Amended Plan is attached hereto as **Exhibit A**, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to promote desirable development within the Project Area;

D. WHEREAS on September 19, 2023, the Agency adopted an Amended Project Area Budget (“**Amended Budget**”) to replace and supersede the Original Project Area Budget and a copy of the Amended Budget is attached hereto as **Exhibit B**;

E. WHEREAS, the Act authorizes the Agency and City, which is a “**Taxing Entity**” as defined in Section § 17C-1-102(62) of the Act to enter into this Interlocal Agreement to govern the payment of Tax Increment to the Agency;

F. WHEREAS the City and the Agency have determined that it is in the best interests of the City to provide certain financial assistance through the sharing of tax increment as defined in Section 17C-1-102(61) of the Act (hereinafter “**Tax Increment**”) in connection with the development of the Project Area as set forth in the Amended Plan;

G. WHEREAS the Agency anticipates providing a portion of the Tax Increment, created by development within the Project Area to encourage desirable development within the Project Area;

H. WHEREAS the Tax Increment will be used to fund the installation of public infrastructure improvements, to reimburse the costs of the installation of such public infrastructure improvements, and for other purposes as allowed by the Act;

I. WHEREAS the City and the Agency have determined that it is in the best interests of the City, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Amended Plan;

J. WHEREAS Section 11-13-215 of the Cooperation Act authorizes the City, as a Taxing Entity, to share its property tax and other revenues with the Agency; and

K. WHEREAS the provisions of applicable Utah state law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the Utah Code, (the “**Cooperation Act**”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. City's Consent.

a. Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, and the Amended Plan and Amended Budget, the City hereby agrees and consents to the Agency being paid 90% of the City’s portion of Tax Increment generated on the real and personal property within the Project Area, which would otherwise paid to the City, for twenty (20) years for each parcel of real property and personal property within the Project Area within a thirty

(30) year term (the “**Tax Increment Term**”). The Tax Increment Term shall begin in 2026 and end in 2055. As provided in the Amended Plan and Amended Budget, the Tax Increment generated on a particular parcel of real property or personal property within the Project Area may not be paid to the Agency for more than twenty (20) years.

- b. The “Base Year” as defined in Section 17C-1-102(9) of the Act to determine the “base taxable value” as defined in Section 17C-1-102(8) of the Act shall be 2022.
- c. The Tax Increment paid to the Agency shall be used for the purposes set forth in the Act as reflected herein and in the Amended Plan and Amended Budget and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the City’s tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be value of all taxable property within the Project Area as of January 1, 2022, which taxable value is subject to adjustment as required by law.
- d. The City hereby authorizes and directs Salt Lake County to pay directly to the Agency 90% of the City’s portion of real and personal property taxes generated within the Project Area to the Agency in accordance with Section 17C-5-206 of the Act for the periods described herein.

2. Authorized Uses of Tax Increment. The Parties agree that the Agency may apply all or part of the Tax Increment paid to the Agency to the payment of any of the components of the development within the Project Area and related purposes, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to one or more “**Participants**” as defined in Section 17C-1-102(40) of the Act within the Project Area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Tax Increment may also be used for housing including “Income Targeted Housing” as defined in Section 17C-1-102(32) of the Act.

3. Requirement for Written Participation Agreement. If incentives are paid to a Participant “the Agency will enter into a written “**Participation Agreement**” as defined in Section 17C-1-102(41) of the Act with the Participant and such Participation Agreement will be approved by Resolution of the Agency Board.

4. Return of Tax Increment to City. If the Agency, in its sole discretion, is unable to utilize the full amount of the City’s Share for the uses authorized in this Interlocal

Agreement, then the Agency shall return to the City that portion of the Tax Increment that the Agency is unable to utilize.

5. Consent to Project Area Budget. As required by Section 17C-5-304, the City consents to the Amended Budget adopted by the Agency for the Project Area and as it may be amended from time to time.

6. No Third-Party Beneficiary. Nothing in this Interlocal Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Interlocal Agreement, no person or entity is an intended third-party beneficiary under this Interlocal Agreement.

7. Due Diligence. Each Party acknowledges it has performed its own review, investigation, and due diligence regarding the relevant law and facts upon which this Interlocal Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

8. Compliance with Interlocal Cooperation Act & Public Notice Requirements
In satisfaction of the requirements of the Interlocal Act and Notice requirements in the Interlocal Act, the Parties agree as follows:

- a. This Interlocal Agreement shall be authorized and adopted by resolution of the governing body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.
- b. This Interlocal Agreement shall be 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 Section 11-13-202.5(3) of the Cooperation Act.
- c. A duly executed original counterpart of this Interlocal 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 Executive Director of the Agency is hereby designated the administrator for all purposes of the Interlocal Act, pursuant to Section 11-13-207 of the Cooperation Act.

- e. The term of this Interlocal Agreement shall commence on the publication of the notice required by Section 11-4-202 of the Cooperation Act and shall continue through the date on which all of the Incentive has been paid to and disbursed by the Agency pursuant to the Amended Budget unless the Parties agree to terminate this Interlocal Agreement on an earlier or later date.
- f. Following the execution of this Interlocal Agreement by both Parties, the Parties shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-4-202 of the Act.
- g. No Separate Legal Entity is created by this Interlocal Agreement.

9. Modification and Amendment. Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Interlocal Agreement shall be of no force or effect.

10. Further Assurances. Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Interlocal Agreement.

Governing Law & Venue. This Interlocal Agreement shall be governed by, and construed and interpreted in accordance with, 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 a court of competent jurisdiction in Salt Lake County, Utah, and the Parties agree to submit to the jurisdiction of such court.

11. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

12. Severability. If any provision of this Interlocal Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Interlocal Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Interlocal Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Interlocal Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Interlocal Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Interlocal Agreement.

13. Authorization. Each of the Parties hereto represents and warrants to the other that it has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Interlocal Agreement by each such Party.

14. Time of the Essence. Time shall be of the essence in the performance of all duties and obligations of this Interlocal Agreement.

15. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Interlocal Agreement.

16. Incorporation of Exhibits. The exhibits to this Interlocal Agreement are hereby incorporated by reference as part of this Interlocal Agreement.

17. Counterparts. This Interlocal Agreement may be executed in duplicate originals, each of which shall be deemed an original.

18. Assignment. No Party may assign its rights, duties or obligations under this Interlocal Agreement without the prior written consent of both Parties.

19. Authority to Bind. Each individual executing this Interlocal Agreement represents that upon executing this Interlocal Agreement, this Interlocal Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

20. Entire Agreement. This Interlocal 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.

21. Further Documents and Acts. Each Party hereto agrees to cooperate in good faith with the other 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 intent and transactions contemplated under this Interlocal Agreement.

22. 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.

23. Conflict with Amended Plan or Amended Budget. If it is determined there is a conflict between this Interlocal Agreement and the Amended Plan, Amended Budget, or both, the terms of the Amended Plan and/or Amended Budget shall take precedence and control.

24. Prohibition or Reduction of Tax Increment. In the event the payment of Tax Increment to the Agency is prohibited or reduced by any state or federal law or regulation or by the decision of a court of competent jurisdiction, the payment of Tax Increment to the Agency shall be terminated or reduced accordingly.

ENTERED into as of the day and year first above written.

[Remainder of page intentionally left blank; signature pages to follow]

**SOUTH JORDAN CITY
REDEVELOPMENT AGENCY**

By: _____
Dawn Ramsey, Chair

ATTEST:

By: _____
Anna Crookston, Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the South Jordan City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

J. Craig Smith
J. Craig Smith (Sep 15, 2023 17:16 MDT)

J. Craig Smith, Agency Counsel

SOUTH JORDAN CITY, UTAH

By: _____
Dawn Ramsey, Mayor

ATTEST:

By: _____
Anna Crookston, City Recorder

Attorney Review for the City:

The undersigned, as attorney for South Jordan City, Utah, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Ryan Loose, City Attorney

EXHIBIT A

SOUTHWEST QUADRANT URBAN CENTER COMMUNITY REINVESTMENT PROJECT AREA AMENDED PLAN

Southwest Quadrant Urban Center CRA Interlocal Agreement with City

EXHIBIT B

**SOUTHWEST QUADRANT URBAN CENTER COMMUNITY REINVESTMENT
PROJECT AREA AMENDED BUDGET**

Southwest Quadrant Urban Center CRA Interlocal Agreement with City

**SOUTH JORDAN CITY
ORDINANCE NO. 2023-10**

**AN ORDINANCE ADOPTING THE AMENDED PROJECT AREA PLAN
FOR THE SOUTHWEST QUADRANT URBAN CENTER COMMUNITY
REINVESTMENT PROJECT AREA**

WHEREAS the South Jordan City Redevelopment Agency (the “**Agency**”), having prepared the Amended Project Area Plan (the “**Amended Plan**”) for the South Jordan City Southwest Quadrant Urban Center Community Reinvestment Project Area (the “**Project Area**”) pursuant to Utah Code Annotated (“**UCA**”) § 17C-5, has adopted on this same date the Amended Plan as the Amended Official Community Reinvestment Project Area Plan for the Project Area; and

WHEREAS Section 17C-5-109 of the Utah Limited Purposes Local Government Entities – Community Reinvestment Agency Act (the “**Act**”) mandates that, before a community reinvestment project area plan adopted and approved by an agency under UCA § 17C-5 may take effect, it must be adopted by ordinance by the legislative body of the community that created the Agency;

WHEREAS the Act also requires that certain 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; and

WHEREAS the Agency has previously approved RDA Resolution No. 2023-06, adopting the Amended Community Reinvestment Plan for the South Jordan City Southwest Quadrant Urban Center Community Reinvestment Project Area attached hereto as **Exhibit A** and incorporated herein by this reference.

NOW, THEREFORE, BE IT ORDAINED by the City Council of South Jordan City as follows:

1. The South Jordan City Council hereby adopts and designates the attached **Exhibit A**, as the Amended Official Plan for the South Jordan City Southwest Quadrant Urban Center Community Reinvestment Project Area, (the “**Amended Official Plan**”).

2. City and Agency staff are hereby authorized and directed to provide notice of the Amended Official Plan as required by and in accordance with UCA § 17C-5-110, (1) (a) by publishing and posting a class A notice in accordance with UCA § 63G-30-102(1) by:

- (i) causing the notice to be published on both the Utah Public Notice Website and the official website of South Jordan City, and

(ii) posting a notice consistent with Section 63A-16-601(c).

3. The Notice described above in Section 2 shall include:

- (i) a copy of the community legislative body's ordinance, or a summary of the ordinance, that adopts the community reinvestment project area plan; and
- (ii) a statement that the Amended community reinvestment project area plan is available for public inspection and the hours for inspection.

3. Within 30 days after the day on which the South Jordan City Council adopts this Amended Official Plan, the Agency shall pursuant to UCA §17C-5-111:

(1) record with the Salt Lake County Recorder a document containing:

- (a) the name of the Amended Southwest Quadrant Urban Center Community Reinvestment Project Area;
- (b) a boundary description of the Amended Southwest Quadrant Urban Center Community Reinvestment Project Area; and
- (c) (i) a statement that the South Jordan City Council adopted the Amended Southwest Quadrant Urban Center Community Reinvestment Project Area Official Project Area Plan; and
(ii) the day on which the South Jordan City Council adopted the Amended Southwest Quadrant Urban Center Community Reinvestment Project Area Official Project Area Plan;

(2) Transmit a copy of a description of the land within the Amended Southwest Quadrant Urban Center Community Reinvestment Project Area and an accurate map or plat indicating the boundaries of the Southwest Quadrant Urban Center Community Reinvestment Project Area Project Area to the Utah Geospatial Resource Center created in UCA § 63A-16-505; and

(3) transmit a copy of a description of the land within the Southwest Quadrant Urban Center Community Reinvestment Project Area, a copy of the South Jordan City Council Ordinance 2022-10 adopting the Amended Southwest Quadrant Urban Center Community Reinvestment Project Area Official Project Area Plan, and an accurate map or plat indicating the boundaries of the Southwest Quadrant Urban Center Community Reinvestment Project Area Plan to:

- (a) the Salt Lake County Auditor, Recorder, District Attorney, Surveyor, and Assessor
- (b) the officer or officers performing the function of auditor or assessor for each taxing entity that does not use the county assessment roll or collect the taxing entity's taxes through Salt Lake County if any;
- (c) the legislative body or governing board of each taxing entity;

- (d) the State Tax Commission; and
- (e) the State Board of Education.

5. The Amended Official Plan and this Ordinance shall become effective upon publication or posting, as required by UCA § 17C-5-110

ADOPTED AND ORDERED POSTED on this ____ day of September 2023.

ATTEST:

SOUTH JORDAN CITY

Anna Crookston, City Recorder

Dawn R. Ramsey, Mayor

Approved as to form:



Ryan W. Loose, City Attorney

EXHIBIT A

Amended Community Reinvestment Project Area Plan



**DRAFT AMENDED & RESTATED
SOUTHWEST QUADRANT URBAN CENTER
COMMUNITY REINVESTMENT PROJECT
AREA PLAN¹**

**ORIGINALLY ADOPTED APRIL 19, 2022
AMENDED AND RESTATED SEPTEMBER 18, 2023**

AGENCY BOARD RESOLUTION ADOPTING AMENDED & RESTATED PLAN NO. _____
AGENCY BOARD RESOLUTION ADOPTING AMENDED & RESTATED BUDGET NO. _____
CITY COUNCIL ORDINANCE ADOPTING AMENDED & RESTATED PLAN NO. _____

AMENDED & RESTATED PLAN PREPARED BY:

**SOUTH JORDAN CITY REDEVELOPMENT AGENCY
1600 WEST TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095**

WITH THE ASSISTANCE OF: SMITH HARTVIGSEN, PLLC

¹ REPLACING & SUPERSEDING ADOPTED "SOUTHWEST QUADRANT URBAN CENTER COMMUNITY PLAN REINVESTMENT PROJECT AREA PLAN" ADOPTED APRIL 19, 2022

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1. Introduction To Amended and Restated Project Area Plan

This Community Reinvestment Project Area Plan (the “**Adopted Plan**” or “**Adopted Project Area Plan**”) for the Southwest Quadrant Urban Center Project Area (the “**Adopted Project Area**”)² located within the City of South Jordan, (“**City**”) was adopted on April 19, 2202. Due to changing circumstances, the Board of Directors (“**Board**”) of the South Jordan City Redevelopment Agency³ (the “**Agency**”), determined it was in the best interests of the Agency, City of South Jordan, (“**City**”), and the public at large, to amend the Adopted Plan. The South Jordan City Council concurred with the Board. Key among the changing circumstances was the creation of the South Station Housing Transit Reinvestment Zone, (“**South Station HTRZ**”), pursuant to the Housing and Transit Reinvestment Zone Act, Title 63N, Chapter 3, Part 6 of the Utah Code, within the Project Area. The South Station HTRZ lies within the boundary of the Project Area.

The Agency, with the assistance of consultants and staff, has carefully prepared this Amended and Restated Community Reinvestment Project Area Plan (the “**Amended Plan**” or “**Amended Project Area Plan**”) for the Project Area. This Amended Plan is the result of considerable discussion, negotiation, and planning, with the major owner of land within the Project Area, VP Daybreak Holdings, LLC.⁴ The initial effort to create the Project Area began with a Survey Resolution on December 7, 2021. A copy of the Survey Resolution is included as **Exhibit A**.⁵

Like the Adopted Plan the Amended Plan was prepared pursuant to, and complies with, the provisions of Chapters 1 and 5 of Title 17C, the Utah Community Reinvestment Agency Act, of the Utah Code Annotated 1953, as amended (the “**Act**”). The requirements of the Act, including notice and hearing obligations, have been carefully observed at all times throughout the process to create the Adopted Plan and Amended Plan and the Project Area. This Amended Plan is for development of the Project Area located entirely within the boundaries of the City. The specific boundaries and proposed development that is expected to occur within these boundaries are set forth in this Amended Plan. This Amended Plan shall be titled “Amended and Restated Southwest Quadrant Urban Center Community Reinvestment Project Area Plan” and has been adopted (and revised, if applicable) on the date shown on the cover page, by the Agency Board⁶ and the South Jordan City Council.

Many aspects of this Amended Plan are identical to the Adopted Plan. There is no change to the Project Area Boundary.⁷ The major change is due to the creation of the South Station

² See definition in § 17C-1-102(46) of the Act.

³ See definition in § 17C-1-102(4) of the Act.

⁴ VP Daybreak Holdings, LLC is held by the Larry H. Miller Company, a likely Participant. See definition of “Participant” § 17C-1-102(40) of the Act. The Agency may also engage with other Participants.

⁵ All Exhibits are incorporated into the Plan by reference.

⁶ See definition in § 17C-1-102(11) of the Act.

⁷ A small portion of Parcel #26243000090000 extends outside of the Project Area. The Agency will provide a metes and bounds description of the portion of Parcel #26243000090000 within the Project Area,

HTRZ, on March 22, 2023, no Tax Increment will be captured by the Agency under the Amended Plan or Amended Budget, from any parcel also within the boundary of the South Station HTRZ. See Utah Code § 63N-3-603(4)(c). The South Station HTRZ is within the boundaries of the Project Area and overlaps a portion of the Project Area. A map of the Project Area, showing the portion within the South Station HTRZ is included as **Exhibit B**.

Simultaneously with the adoption of the Amended Plan the Agency anticipates adopting an Amended and Restated Project Area Budget "**Amended Budget**" for the Project Area a copy of the Amended Budget is attached as **Exhibit C**. The second major change found in the Amended Plan and the Amended Budget is at the present time the Agency only anticipates entering into an Interlocal Agreement under Utah Code § 17C-1-1002 with South Jordan City. If over time the Agency's plans change a second amended budget will be created and approved.

To avoid potential confusion from having both an Adopted Plan and Amended Plan this Amended Plan also restates the unamended provisions of the Adopted Plan and thus supersedes and replaces the Adopted Plan approved on April 19, 2022. Upon adoption, the governing document for the Project Area is the Amended Plan along with the Amended and Restated Budget, discussed below.

The Amended Plan was adopted pursuant to Section 17C-5-112 of the Act and the Amended Budget was adopted pursuant to Section 17C-5-306 of the Act. Notices of the adoption of the Amended Plan and Amended Budget were given pursuant to the Act.

In accordance with the terms of this Amended Plan, the Agency will encourage, promote, and provide for the development of a mixed-use, transit oriented, and regionally significant urban center to be undertaken by the selected Participant. The Southwest Quadrant Urban Center will be developed in a manner to attract business, and provide housing, recreation and entertainment for workers and their families as well as subregional populations. The development will consist of office and retail space, civic amenities, and entertainment venues as well as owner occupied and for-rent residential units. A mix of the land uses will be organized in a compact walkable format around a connected parks and plaza spaces in a manner that promotes civic engagement, sustainable mobility choices and further utilization of the Mid-Jordan light rail transit line. The public realm will consist of open spaces, walkways and pedestrian friendly streets designed to create an urban community with gathering space that will also complement and serve adjacent neighborhoods and attract residents.

The Project Area is intended to generate revenue from "**Tax Increment**," defined in § 17C-1-102(61) of the Act, for up to twenty (20) years from any given parcel or area within the Project Area, within a window of thirty (30) years beginning in 2026 and ending in 2055. Thus, the collection of Tax Increment will be triggered on a parcel-by-parcel basis. Additionally, beginning in 2030, Tax Increment may be available from the 36.913 acres of the Project Area

pursuant to § 17C-1-414(1) in order for the portion of the Parcel within the Project Area to be included for the purposes of calculating Tax Increment.

that is within the South Station Project Area.⁸ The first year Tax Increment may be collected in 2026 and the final year is 2055.

The Agency has determined that the land within the Project Area meets the criteria for creation of a Project Area. The Project Area offers the opportunity to bring new development to the City that will attract private capital investment, contribute to the tax base, and otherwise contribute to the economic vitality and prosperity of South Jordan City.

Creation of the Project Area will allow the selected Participant to request Tax Increment generated in the Project Area from the Agency in order to create a true urban center, bring jobs, increase property tax revenue, and sales tax revenue. Creation of the Project Area will also permit the Agency to construct much-needed infrastructure independent of, or in conjunction with, private projects.

This Amended Plan is prepared in good faith as a current reasonable estimate of the economic impact of this Project Area Plan. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this report represents the reasonable expectations of the Amended Plan. The Agency makes no guarantee that the projections contained in this Amended Plan document or in the Amended Budget, attached as Ex. C, accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, as amended, and this Amended Plan shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act.

The ordering of Sections of this Amended Plan document is consistent with the presentation of requirements and other criteria for "**Project Area Development**"⁹ as set forth in Utah Code Ann. Section 17C-5-105.

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⁸ The term and amount of Tax Increment collected by the Agency are subject to Interlocal Agreements with individual Taxing Entities at present the only anticipated Interlocal Agreement will be with South Jordan City.

⁹ See definition in UCA § 17C-1-102(48).

2. Project Area Boundary

The Project Area is unchanged under the Amended Plan. The Project Area is located within South Jordan, Utah and contains approximately 846.776 acres including the portion of the Project Area within the South Station Project Area (approximately 36.913 acres) and within the South Station HTRZ (approximately 152.09 acres).¹⁰ A map of the Project Area is attached as Ex. B and incorporated herein.

The land contained within the Project Area is primarily owned by the anticipated Participant; some parcels within the Project Area are currently owned by the City and may be transferred to the Agency to encourage Project Area Development. The legal description of the Project Area is below:

TOTAL PROJECT AREA 846.776 ACRES (INCLUDING PORTIONS WITHIN THE SOUTH STATION CRA & THE SOUTH STATION HTRZ)

Beginning at the Southwest Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of bearings is North 89°58'44" East 2648.798' between the Southwest Corner and the South Quarter Corner of Section 14), said point also being a Northeasterly Corner of Lot Z105 of the VP Daybreak Operations-Investments Plat 1, recorded as Entry No. 12571292 in the Office of the Salt Lake County Recorder and running thence North 00°02'36" West 1580.687 feet; thence North 54°37'58" East 604.024 feet to the Westerly Right-of-Way Line of Bingham Rim Road; thence along said Bingham Rim Road the following (14) courses: 1) North 35°08'16" West 0.602 feet; 2) North 54°51'44" East 150.407 feet; 3) North 54°37'58" East 313.521 feet to a point on a 782.000 foot radius tangent curve to the right, (radius bears South 35°22'02" East, Chord: North 61°56'57" East 199.178 feet); 4) along the arc of said curve 199.720 feet through a central angle of 14°37'59"; 5) North 69°15'57" East 77.927 feet to a point on a 718.000 foot radius tangent curve to the left, (radius bears North 20°44'03" West, Chord: North 53°18'35" East 394.761 feet); 6) along the arc of said curve 399.911 feet through a central angle of 31°54'45"; 7) North 37°21'12" East 109.649 feet to a point on a 782.000 foot radius tangent curve to the right, (radius bears South 52°38'48" East, Chord: North 56°16'14" East 507.049 feet); 8) along the arc of said curve 516.380 feet through a central angle of 37°50'03"; 9) North 75°11'15" East 540.831 feet to a point on a 968.000 foot radius tangent curve to the left, (radius bears North 14°48'45" West, Chord: North 67°29'41" East 259.163 feet); 10) along the arc of said curve 259.943 feet through a central angle of 15°23'10"; 11) North 59°48'06" East 102.936 feet to a point on a 1032.000 foot radius tangent curve to the right, (radius bears South 30°11'54" East, Chord: North 66°04'22" East 225.455 feet); 12) along the arc of said curve 225.905 feet through a central angle of 12°32'31"; 13) North 72°20'37" East 68.452 feet; 14) North 86°54'42" East 16.010 feet; thence North 58°53'54" East 477.853 feet to a Northwestern Corner of Lot C-101 of the Daybreak North Station Campus subdivision, recorded as Entry No. 12961137 in the Office of the Salt Lake County Recorder and a point on a 2050.000 foot radius non tangent curve to the right, (radius bears South 21°02'26" East, Chord: North 79°28'47" East 748.592 feet); thence along said Lot C-101 the following (4) courses: 1) along the arc of said curve 752.815 feet through a central angle of 21°02'26"; 2) East 519.548 feet to a point on a 950.000 foot radius tangent curve to the left, (radius bears North, Chord: North 82°58'21" East 232.461 feet); 3) along the arc of said curve 233.045 feet through a central angle of 14°03'19"; 4) North 75°56'41" East 247.191 feet; thence North 74°25'46" East 124.623 feet to the East Side of a Right-of-Way Quitclaim Deed recorded as Entry No. 10429973 in Book 9607 at Page 4745 in the Office of the Salt Lake County Recorder; thence along said Right-of-Way Quitclaim Deed the following (3) courses: 1) South 03°48'48" East 14.293 feet to a point on a 962.500 foot radius non tangent curve to the left, (radius bears North 17°29'26" West, Chord: North 72°04'17" East 14.713 feet); 2) along the arc of said curve 14.713 feet through a central angle of 00°52'33"; 3) South 139.831 feet to the Southerly

¹⁰ No Tax Increment will be sought, under the Amended Plan and Amended Budget from the portion of the Project Area within the South Station HTRZ. No Tax Increment will be sought from the approximately 36.913 acres in the South Station Project Area until such time as the South Station Project Area ceases collection of Tax Increment which is expected to be 2030.

Line of Lot OS2 of the Amended Lots B2, B3, OS2, T4, V4, V7 & WTC2 Kennecott Master Subdivision #1 recorded as Entry No. 8824749 in Book 2003P at Page 303 in the Office of the Salt Lake County Recorder; thence along said Lot OS2 the following (2) courses: 1) North 76°05'06" East 225.696 feet to a point on a 630.000 foot radius tangent curve to the left, (radius bears North 13°54'54" West, Chord: North 74°32'06" East 34.087 feet); 2) along the arc of said curve 34.091 feet through a central angle of 03°06'02" to a point of reverse curvature with a 1135.000 foot radius non tangent curve to the right, (radius bears North 29°17'09" West, Chord: South 61°47'08" West 42.448 feet) to a point on the Northerly Line of Daybreak Village 5 Plat 11 Subdivision, recorded as Entry No. 12725751 in the Office of the Salt Lake County Recorder; thence along said Daybreak Village 5 Plat 11 Subdivision the following (2) courses: 1) along the arc of said curve 42.451 feet through a central angle of 02°08'35"; 2) South 36°32'54" East 222.889 feet to the North most Corner of Daybreak Village 5 Multi Family #6 subdivision, recorded as Entry No. 13006091 in the Office of the Salt Lake County Recorder; thence along said Daybreak Village 5 Multi Family #6 the following (10) courses: 1) South 53°27'06" West 122.207 feet to a point on a 172.000 foot radius tangent curve to the right, (radius bears North 36°32'54" West, Chord: South 60°01'44" West 39.403 feet); 2) along the arc of said curve 39.490 feet through a central angle of 13°09'17"; 3) South 34°06'57" East 42.244 feet to a point on a 368.000 foot radius tangent curve to the right, (radius bears South 55°53'03" West, Chord: South 25°12'41" East 113.923 feet); 4) along the arc of said curve 114.383 feet through a central angle of 17°48'32"; 5) South 16°18'25" East 159.870 feet to a point on a 368.000 foot radius tangent curve to the right, (radius bears South 73°41'35" West, Chord: South 09°26'14" East 88.037 feet); 6) along the arc of said curve 88.248 feet through a central angle of 13°44'23"; 7) South 02°34'02" East 156.608 feet; 8) South 01°38'02" East 30.000 feet; 9) North 88°21'58" East 32.004 feet to a point on a 1755.000 foot radius tangent curve to the left, (radius bears North 01°38'02" West, Chord: North 83°48'32" East 278.878 feet); 10) along the arc of said curve 279.172 feet through a central angle of 09°06'51" to the West Line of said Daybreak Village 5 Plat 11 Subdivision; thence along said Daybreak Village 5 Plat 11 Subdivision the following (2) courses: 1) South 157.519 feet; 2) East 177.000 feet extending along the South Line of said Kennecott Daybreak Village 5 Plat 4 Subdivision to the East Right-of-Way Line of Stavanger Drive; thence along said Stavanger Drive South 144.370 feet to the Southerly Right-of-Way Line of Cardinal Park Road; thence along said Cardinal Park Road West 61.000 feet to the West Line of Daybreak North Station Multi Family #1 subdivision, recorded as Entry No. 13736049 in the Office of the Salt Lake County Recorder; thence along said Daybreak North Station Multi Family #1 the following (3) courses: 1) South 55.278 feet to a point on a 233.000 foot radius tangent curve to the left, (radius bears East, Chord: South 18°16'27" East 146.121 feet); 2) along the arc of said curve 148.629 feet through a central angle of 36°32'54"; 3) South 36°32'54" East 179.275 feet to the Northerly Right-of-Way Line of Pipestone Way; thence along said Pipestone Way South 53°27'06" West 483.000 feet to the Easterly Right-of-Way Line of Lake Run Road; thence along said Lake Run Road the following (2) courses: 1) South 36°32'54" East 268.660 feet; 2) South 40°41'59" East 155.749 feet to the Northerly Right-of-Way Line of South Jordan Parkway; thence South 17°06'57" East 142.095 feet to the intersection of the Centerline of Lake Run Road and the Southeasterly Right-of-Way Line of said South Jordan Parkway; thence along said South Jordan Parkway North 53°27'06" East 1006.171 feet to the Northeasterly Line of Lot T3 of the Amended Lots B2, B3, OS2, T4, V4, V7 & WTC2 Kennecott Master Subdivision #1 recorded as Entry No. 8824749 in Book 2003P at Page 303 in the Office of the Salt Lake County Recorder; thence along said Lot T3 South 36°32'54" East 373.500 feet to the Northwesterly Right-of-Way Line of Big Sur Drive; thence along said Big Sur South 53°27'06" West 1006.171 feet to said Centerline of Lake Run Road; thence along said Centerline South 36°32'54" East 2888.839 feet to the extension of the Northwest Line of Daybreak South Station Multi Family #5, recorded as Entry No. 13528014 in the Office of the Salt Lake County Recorder; thence along said Northwest Line and Northwest Line extended South 53°27'06" West 265.391 feet to the Northeasterly Right-of-Way Line of Freestone Road; thence along said Freestone Road North 36°32'54" West 74.490 feet to the Northwesterly Right-of-Way Line of Reventon Drive; thence along said Reventon Drive South 53°27'06" West 305.317 feet to an extension of the Southwesterly Line of Lot C-101 of Daybreak South Station Plat 3, recorded as Entry No. 13288782 in the Office of the Salt Lake County Recorder; thence along said Southwesterly Line and Southwesterly Line extended South 36°32'54" East 330.026 feet to the Northwesterly Right-of-Way Line of Black Twig Drive and a point on a 532.500 foot radius non tangent curve to the left, (radius bears South 27°29'14" East, Chord: South 57°53'46" West 85.721 feet); thence along said Black Twig Drive the following (2) courses: 1) along the arc of said curve 85.814 feet through a central angle of 09°14'00"; 2) South 53°16'46" West 286.212 feet to the Southwesterly Right-of-Way Line of Grandville Avenue; thence along said Grandville Avenue South 36°43'14" East 67.000 feet to the Southeasterly Right-of-Way Line of said Black Twig Drive; thence along said Black Twig Drive South 53°16'46" West 14.000 feet to said Southwesterly Right-of-Way Line of Grandville Avenue; thence along said Grandville Avenue South 36°43'14" East 344.071 feet to the Northern most Corner of Lot C-101 of the Daybreak South Station Library, recorded as Entry No. 12859603

in the Office of the Salt Lake County Recorder; thence along said Lot C-101 the following (2) courses: 1) South 53°28'22" West 353.747 feet; 2) South 36°32'54" East 384.317 feet to the Southeasterly Right-of-Way Line of Rambutan Way; thence along said Rambutan Way North 53°27'06" East 495.901 feet to the Northeasterly Right-of-Way Line of Grandville Avenue; thence along said Grandville Avenue North 36°43'14" West 2.000 feet to said Southeasterly Right-of-Way Line of Rambutan Way; thence along said Rambutan Way the following (2) courses: 1) North 53°27'06" East 168.335 feet to a point on a 467.500 foot radius tangent curve to the right, (radius bears South 36°32'54" East, Chord: North 58°12'08" East 77.436 feet); 2) along the arc of said curve 77.525 feet through a central angle of 09°30'05" to the West most Corner of Daybreak South Station Multi Family #2 Subdivision, recorded as Entry No. 12705641 in the Office of the Salt Lake County Recorder; thence along said Daybreak South Station Multi Family #2 Subdivision the following (5) courses: 1) South 36°32'54" East 113.886 feet; 2) North 53°27'06" East 95.780 feet; 3) North 66°49'07" East 144.381 feet; 4) North 64°09'02" East 36.636 feet; 5) North 53°27'06" East 12.500 feet to a Southwesterly Corner of Daybreak South Station Multi Family #3 Amended Subdivision, recorded as Entry No. 12859632 in the Office of the Salt Lake County Recorder; thence along said Daybreak South Station Multi Family #3 Amended Subdivision the following (3) courses: 1) North 53°27'06" East 138.742 feet to a point on a 20.000 foot radius tangent curve to the right, (radius bears South 36°32'54" East, Chord: South 81°32'48" East 28.285 feet); 2) along the arc of said curve 31.417 feet through a central angle of 90°00'14"; 3) South 36°32'41" East 130.187 feet to a Northwesterly Corner of said Daybreak South Station Multi Family #2 Subdivision; thence along said Daybreak South Station Multi Family #2 Subdivision the following (4) courses: 1) South 36°32'41" East 133.210 feet to a point on a 19.465 foot radius tangent curve to the right, (radius bears South 53°27'19" West, Chord: South 09°13'47" West 27.898 feet); 2) along the arc of said curve 31.102 feet through a central angle of 91°32'55"; 3) South 53°28'22" West 423.481 feet; 4) South 36°32'54" East 90.156 feet to the Northwesterly Right-of-Way Line of Duckhorn Drive; thence along said Duckhorn Drive South 53°27'06" West 0.421 feet; thence South 36°32'54" East 65.000 feet to the Southeasterly Right-of-Way Line of said Duckhorn Drive and a Westerly Corner of said Daybreak South Station Multi Family #2 Subdivision; thence along said Daybreak South Station Multi Family #2 Subdivision the following (4) courses: 1) South 36°32'54" East 90.000 feet; 2) North 53°27'06" East 416.435 feet to a point on a 20.003 foot radius non tangent curve to the right, (radius bears South 36°27'44" East, Chord: South 81°30'30" East 28.266 feet); 3) along the arc of said curve 31.389 feet through a central angle of 89°54'30"; 4) South 36°32'41" East 178.249 feet to a Northwesterly Corner of said Daybreak South Station Multi Family #3 Amended Subdivision; thence along said Daybreak South Station Multi Family #3 Amended Subdivision the following (4) courses: 1) South 36°32'41" East 156.251 feet to a point on a 20.000 foot radius tangent curve to the right, (radius bears South 53°27'19" West, Chord: South 08°27'12" West 28.283 feet); 2) along the arc of said curve 31.415 feet through a central angle of 89°59'46"; 3) South 53°27'06" West 416.386 feet; 4) South 36°32'54" East 92.000 feet to the Northwesterly Right-of-Way Line of Daybreak Parkway; thence along said Daybreak Parkway South 53°27'06" West 441.058 feet to the Southwesterly Right-of-Way Line of said Grandville Avenue; thence along said Grandville Avenue the following (3) courses: 1) North 36°43'14" West 64.607 feet to a point on a 622.500 foot radius tangent curve to the right, (radius bears North 53°16'46" East, Chord: North 31°24'26" West 115.290 feet); 2) along the arc of said curve 115.455 feet through a central angle of 10°37'36"; 3) North 26°05'38" West 202.444 feet to the East most Corner of Lot C-103 of Kennecott Daybreak University Medical #1 Amended, recorded as Entry No. 11107229 in the Office of the Salt Lake County Recorder; thence along said Lot C-103 the following (2) courses: 1) South 64°12'42" West 181.321 feet; 2) North 36°32'54" West 143.632 feet to the Southeasterly Right-of-Way Line of Duckhorn Drive; thence along said Duckhorn Drive and Duckhorn Drive extended South 53°27'06" West 667.484 feet to the North Corner of Daybreak University Medical #2, recorded as Entry No. 12729877 in the Office of the Salt Lake County Recorder; thence along said Daybreak University Medical #2 the following (2) courses: 1) South 53°27'06" West 359.332 feet; 2) South 37°29'42" East 498.435 feet to said Northwesterly Right-of-Way Line of Daybreak Parkway; thence South 52°59'04" West 807.239 feet to the Easterly Line of Kennecott Daybreak Village 7A Plat 1 Subdivision, recorded as Entry No. 12174130 in the Office of the Salt Lake County Recorder; thence along said Kennecott Daybreak Village 7A Plat 1 Subdivision the following (6) courses: 1) North 06°11'13" West 16.808 feet; 2) North 37°09'03" West 125.600 feet to a point on a 7958.500 foot radius tangent curve to the left, (radius bears South 52°50'56" West, Chord: North 37°58'30" West 228.922 feet); 3) along the arc of said curve 228.930 feet through a central angle of 01°38'53"; 4) North 36°30'56" West 255.600 feet to a point on a 8032.500 foot radius non tangent curve to the right, (radius bears North 52°18'27" East, Chord: North 37°24'27" West 79.860 feet); 5) along the arc of said curve 79.860 feet through a central angle of 00°34'11"; 6) North 37°07'22" West 227.750 feet to the Southerly Line of Daybreak Village 7A Plat 3 Subdivision, recorded as Entry No. 13272988 in the Office of the Salt Lake County Recorder; thence along said Daybreak Village 7A Plat 3 Subdivision North 53°27'06" East 0.049 feet to the Westerly Right-of-Way Line of Mountain View

Corridor (SR-85); thence along said Mountain View Corridor the following (14) courses: 1) North 37°07'17" West 193.574 feet to a point on a 6032.594 foot radius tangent curve to the right, (radius bears North 52°52'43" East, Chord: North 34°54'39" West 465.382 feet); 2) along the arc of said curve 465.497 feet through a central angle of 04°25'16"; 3) North 89°21'02" West 26.970 feet; 4) North 34°02'27" West 57.001 feet; 5) North 11°21'47" East 21.060 feet to a point on a 5958.593 foot radius non tangent curve to the left, (radius bears South 56°46'02" West, Chord: North 33°27'33" West 47.081 feet); 6) along the arc of said curve 47.081 feet through a central angle of 00°27'10"; 7) North 33°41'07" West 173.593 feet; 8) North 29°52'17" West 27.962 feet; 9) North 33°43'21" West 347.794 feet; 10) North 40°29'03" West 253.321 feet; 11) North 81°17'28" West 26.035 feet; 12) North 37°09'00" West 109.880 feet; 13) North 09°09'20" East 13.910 feet; 14) North 40°29'39" West 1.745 feet to the Northerly Right-of-Way Line of Lake Avenue and a point on a 949.000 foot radius non tangent curve to the right, (radius bears North 33°15'27" West, Chord: South 76°56'56" West 655.573 feet); thence along said Lake Avenue the following (4) courses: 1) along the arc of said curve 669.362 feet through a central angle of 40°24'46"; 2) North 82°50'41" West 1277.278 feet to a point on a 1071.000 foot radius tangent curve to the left, (radius bears South 07°09'19" West, Chord: North 89°03'27" West 231.810 feet); 3) along the arc of said curve 232.264 feet through a central angle of 12°25'32"; 4) South 84°43'47" West 501.434 feet to a Westerly Line of Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation, recorded as Entry No. 13061700 in the Office of the Salt Lake County Recorder and a point on a 1033.000 foot radius non tangent curve to the left, (radius bears South 75°11'24" West, Chord: North 24°11'02" West 336.507 feet); thence along said Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation and West Line extended the following (2) courses: 1) along the arc of said curve 338.013 feet through a central angle of 18°44'53"; 2) North 33°33'29" West 1165.644 feet to the Northerly Right-of-Way Line of South Jordan Parkway; thence along said South Jordan Parkway North 54°38'21" East 999.495 feet to the Westerly Right-of-Way Line of Trocadero Avenue; thence along said Trocadero Avenue the following (3) courses: 1) North 33°33'29" West 150.281 feet to a point on a 532.000 foot radius tangent curve to the right, (radius bears North 56°26'31" East, Chord: North 16°46'44" West 307.157 feet); 2) along the arc of said curve 311.591 feet through a central angle of 33°33'29"; 3) North 211.912 feet to the South Line of the Southeast Quarter of said Section 14; thence along said South Line South 89°58'54" West 25.862 feet to the South Quarter Corner of said Section 14; thence along the South Line of the Southwest Quarter of said Section 14 South 89°58'44" West 2648.798 feet to the point of beginning.

Less and excepting therefrom: All of Lot C-101 of the Daybreak South Jordan City Public Safety Center, recorded as Entry No. 12961132 in the Office of the Salt Lake County Recorder

Also, less and excepting therefrom: All of Lot C-101 of the Daybreak NMU Questar Regulator Station Plat, recorded as Entry No. 12637435 in the Office of the Salt Lake County Recorder

Total: 846.776 acres.

SOUTH STATION HTRZ 152.09 ACRES (ALL WITHIN THE PROJECT AREA)

Beginning at a point that lies South 89°55'30" East 2074.745 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 1561.552 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 37°29'42" West 1713.058 feet; thence North 53°27'06" East 484.949 feet; thence North 36°32'54" West 447.000 feet; thence South 53°27'06" West 492.334 feet; thence North 37°29'42" West 1247.558 feet; thence North 00°00'12" East 90.770 feet; thence North 33°40'19" West 1117.454 feet; thence North 89°58'54" East 619.610 feet; thence North 00°02'52" East 867.985 feet; thence North 53°27'06" East 2104.017 feet; thence South 36°32'54" East 373.500 feet; thence South 53°27'06" West 1056.671 feet; thence South 36°32'54" East 629.828 feet; thence North 53°27'06" East 27.000 feet; thence South 36°32'54" East 109.531 feet; thence South 43°40'24" East 2.832 feet to a point on a 1249.500 foot radius tangent curve to the right, (radius bears South 46°19'36" West, Chord: South 40°06'39" East 155.281 feet); thence along the arc of said curve 155.382 feet through a central angle of 07°07'30"; thence South 36°32'54" East 36.927 feet to a point on a 1249.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 32°59'09" East 155.281 feet); thence along the arc of said curve 155.382 feet through a central angle of 07°07'30";

Southwest Quadrant Urban Center

DRAFT Amended Community Reinvestment Area Plan

thence South 29°30'03" East 2.862 feet; thence South 36°32'54" East 98.000 feet; thence South 53°27'06" West 18.500 feet; thence South 36°32'54" East 172.304 feet; thence South 43°40'24" East 40.311 feet; thence South 36°32'54" East 366.196 feet; thence South 53°27'06" West 288.391 feet; thence South 36°32'54" East 763.000 feet; thence North 53°27'06" East 288.391 feet; thence South 36°32'54" East 357.440 feet; thence South 53°27'06" West 228.391 feet; thence North 36°32'54" West 74.490 feet; thence South 53°27'06" West 305.317 feet; thence South 36°32'54" East 330.026 feet to a point on a 532.500 foot radius non tangent curve to the left, (radius bears South 27°29'14" East, Chord: South 57°53'46" West 85.721 feet); thence along the arc of said curve 85.814 feet through a central angle of 09°14'00"; thence South 53°16'46" West 159.212 feet; thence North 36°43'14" West 2.000 feet; thence South 53°16'46" West 562.508 feet; thence South 36°32'54" East 411.672 feet; thence South 36°32'54" East 303.814 feet; thence South 53°04'59" West 318.872 feet to a point on a 97.996 foot radius non tangent curve to the left, (radius bears South 25°41'53" West, Chord: North 85°06'55" West 69.640 feet); thence along the arc of said curve 71.196 feet through a central angle of 41°37'35"; thence North 36°32'54" West 3.916 feet; thence South 53°27'06" West 381.520 feet; thence South 37°29'42" East 745.390 feet; thence South 53°27'06" West 48.871 feet to the point of beginning.

Boundary Description of South Station CDA, 143.207 Acres (A 36.913 ACRE PORTION WITHIN PROJECT AREA)

Commencing at the South Quarter Corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing North 89°52'04" West – 2642.201 feet between the South Quarter Corner and the Southwest corner of said Section 19) and running North 89°52'04" West along the south line of said Section 19 for a distance of 521.512 feet; thence North 00°07'56" East perpendicular to said section line for 3700.909 feet to a point on the inner right-of-way of the roundabout at the intersection of Daybreak View Parkway and Oquirrh Lake Road as shown on the Amended Kennecott Daybreak Phase 1 Subdivision recorded in Book 2004P at Page 164 in the office of the Salt Lake County Recorder said point also being the POINT OF BEGINNING; thence North 08°17'03" West for 61.845 feet to a point on the northerly right-of-way of said Daybreak View Parkway; thence along said northerly right-of-way line in said Amended Kennecott Daybreak Phase 1 Subdivision the following eight (8) calls: **1.)** with a non-tangent curve to the right having a radius of 70.584 feet, whose center bears North 11°58'50" West with a central angle of 35°16'35" (chord bearing and distance of North 84°20'33" West - 42.775 feet) for an arc length of 43.458 feet; **2.)** thence with a non-tangent curve to the right having a radius of 217.000 feet, whose center bears North 26°19'48" East with a central angle of 29°28'46" (chord bearing and distance of North 48°55'49" West - 110.422 feet) for an arc length of 111.650 feet; **3.)** thence North 34°11'25" West for 14.274 feet; **4.)** thence with a curve to the left having a radius of 136.500 feet, with a central angle of 15°10'23" (chord bearing and distance of North 41°46'37" West - 36.042 feet) for an arc length of 36.148 feet; **5.)** thence with a curve to the left having a radius of 526.000 feet, with a central angle of 07°30'50" (chord bearing and distance of North 53°07'13" West - 68.931 feet) for an arc length of 68.981 feet; **6.)** thence North 56°52'38" West for 28.391 feet; **7.)** thence with a curve to the left having a radius of 936.611 feet, with a central angle of 04°19'13" (chord bearing and distance of North 59°02'15" West - 70.605 feet) for an arc length of 70.621 feet; **8.)** thence South 53°19'15" West for 5.438 feet to a point on the northerly boundary of Kennecott Daybreak Phase II Subdivision recorded in Book 2004P at Page 264 in the office of the Salt Lake County Recorder said point also being on the northerly right-of-way of Daybreak View Parkway; thence along said northerly boundary and the northerly right-of-way of Daybreak View Parkway the following four (4) calls: **1.)** with a non-tangent curve to the left having a radius of 931.000 feet, whose center bears South 28°40'18" West with a central angle of 56°20'43" (chord bearing and distance of North 89°30'04" West - 879.107 feet) for an arc length of 915.557 feet; **2.)** thence South 62°19'34" West for 127.435 feet; **3.)** thence with a curve to the left having a radius of 1026.000 feet, with a central angle of 08°10'30" (chord bearing and distance of South 58°14'19" West - 146.267 feet) for an arc length of 146.391 feet; **4.)** thence with a curve to the right having a radius of 14.500 feet, with a central angle of 89°18'01" (chord bearing and distance of North 81°11'55" West - 20.381 feet) for an arc length of 22.599 feet to a point on the easterly right-of-way line of Kestrel Rise Road; thence North 36°32'54" West along the easterly right-of-way line of Kestrel Rise Road for 595.077 feet to a point that intersects with the proposed northerly right-of-way line of Duckhorn Drive; thence South 53°27'06" West along the proposed northerly right-of-way line of Duckhorn Drive for 2327.500 feet to a point that intersects the easterly right-of-way line of the proposed Lake Run Road extension; thence North 36°32'54" West along the easterly right-of-way line of the proposed Lake Run Road extension for 560.366 feet to a point that intersects the northerly right-of-way line of proposed Road A (currently unnamed); thence along said northerly right-of-way line of proposed Road A the following ten (10) calls: **1.)** South 53°27'06" West for 518.052 feet; **2.)** thence with a curve to the right having a radius of 256.500 feet, with a central angle of 22°33'20" (chord bearing and distance of South 64°43'45" West - 100.325 feet) for an arc length of 100.976 feet; **3.)** thence South 76°00'25" West for 1.996 feet; **4.)**

thence with a curve to the right having a radius of 330.000 feet, with a central angle of 08°31'08" (chord bearing and distance of South 80°15'59" West - 49.020 feet) for an arc length of 49.065 feet; **5.)** thence with a curve to the left having a radius of 150.000 feet, with a central angle of 11°06'54" (chord bearing and distance of South 78°58'06" West - 29.054 feet) for an arc length of 29.099 feet; **6.)** thence with a curve to the left having a radius of 349.000 feet, with a central angle of 19°57'33" (chord bearing and distance of South 63°25'52" West - 120.962 feet) for an arc length of 121.576 feet; **7.)** thence South 53°04'59" West for 932.820 feet; **8.)** thence with a non-tangent curve to the left having a radius of 97.996 feet, whose center bears South 25°41'52" West with a central angle of 41°37'35" (chord bearing and distance of North 85°06'55" West - 69.640 feet) for an arc length of 71.196 feet; **9.)** thence North 36°32'54" West for 3.916 feet; **10.)** thence South 53°27'06" West for 381.520 feet to a point on boundary A as shown on exhibit B; thence South 37°29'42" East along said boundary A for 1767.745 feet until it intersects with boundary B as shown on exhibit B; thence along said boundary B the following seven (7) calls: **1.)** North 52°30'18" East for 216.101 feet; **2.)** thence with a non-tangent curve to the left having a radius of 302.000 feet, whose center bears North 61°07'52" West with a central angle of 37°54'53" (chord bearing and distance of North 09°54'42" East - 196.218 feet) for an arc length of 199.844 feet; **3.)** thence with a curve to the left having a radius of 117.000 feet, with a central angle of 05°10'35" (chord bearing and distance of North 11°38'02" West - 10.567 feet) for an arc length of 10.571 feet; **4.)** thence with a curve to the left having a radius of 304.000 feet, with a central angle of 00°40'45" (chord bearing and distance of North 14°33'42" West - 3.603 feet) for an arc length of 3.603 feet; **5.)** thence North 53°27'06" East for 905.857 feet; **6.)** thence North 36°32'54" West for 67.114 feet; **7.)** thence with a non-tangent curve to the left having a radius of 130.500 feet, whose center bears North 55°33'17" West with a central angle of 61°17'18" (chord bearing and distance of North 03°48'04" East - 133.033 feet) for an arc length of 139.594 feet to a point on the southerly right-of-way line of the proposed Daybreak View Parkway extension; thence North 53°27'06" East along the southerly right-of-way line of the proposed Daybreak View Parkway extension for 1440.119 feet to a point that intersects the extension of the westerly line of alley #9 of the Kennecott Daybreak Plat 4 Subdivision recorded in Book 2005P at Page 160 in the office of the Salt Lake County Recorder; thence South 36°32'54" East along said westerly line of alley #9 for 336.500 feet to a point on the southerly right-of-way line of Topcrest Drive as shown in said Kennecott Daybreak Plat 4 Subdivision; thence North 53°27'06" East along said southerly right-of-way line of Topcrest Drive through said Kennecott Daybreak Plat 4 Subdivision and said Kennecott Daybreak Phase II Subdivision for 514.000 feet to a point that intersects on the easterly right-of-way line of Oakmond Road in said Kennecott Daybreak Phase II Subdivision; thence along said easterly right-of-way line of Oakmond Road the following four (4) calls: **1.)** North 36°32'54" West for 43.170 feet; **2.)** thence with a curve to the left having a radius of 330.000 feet, with a central angle of 15°00'00" (chord bearing and distance of North 44°02'54" West - 86.147 feet) for an arc length of 86.394 feet; **3.)** thence North 51°32'54" West for 56.691 feet; **4.)** thence with a curve to the right having a radius of 71.500 feet, with a central angle of 58°57'28" (chord bearing and distance of North 22°04'10" West - 70.371 feet) for an arc length of 73.574 feet to a point on the outer right-of-way line of the roundabout at the intersection of Oakmond Road and Daybreak Rim Way; thence along said outer right-of-way line of the roundabout with a non-tangent curve to the left having a radius of 160.000 feet, whose center bears North 44°20'06" West with a central angle of 19°49'20" (chord bearing and distance of North 35°45'14" East - 55.078 feet) for an arc length of 55.354 feet to a point on the southerly right-of-way line of Daybreak Rim Way; thence along said southerly right-of-way line of Daybreak Rim Way the following eleven (11) calls: **1.)** thence with a non-tangent curve to the right having a radius of 46.500 feet, whose center bears South 20°00'12" East with a central angle of 14°02'50" (chord bearing and distance of North 77°01'14" East - 11.372 feet) for an arc length of 11.401 feet; **2.)** thence North 84°02'39" East for 28.827 feet; **3.)** thence with a curve to the right having a radius of 183.500 feet, with a central angle of 40°18'55" (chord bearing and distance of South 75°47'54" East - 126.470 feet) for an arc length of 129.117 feet; **4.)** thence with a curve to the left having a radius of 337.500 feet, with a central angle of 46°54'11" (chord bearing and distance of South 79°05'32" East - 268.632 feet) for an arc length of 276.282 feet; **5.)** thence with a curve to the left having a radius of 537.500 feet, with a central angle of 24°00'17" (chord bearing and distance of North 65°27'14" East - 223.549 feet) for an arc length of 225.192 feet; **6.)** thence North 53°27'06" East for 746.797 feet; **7.)** thence with a curve to the right having a radius of 764.000 feet, with a central angle of 35°27'50" (chord bearing and distance of North 71°11'01" East - 465.374 feet) for an arc length of 472.887 feet; **8.)** thence South 89°00'35" East for 70.310 feet; **9.)** thence South 89°18'17" East for 109.427 feet; **10.)** thence North 81°15'37" East for 125.853 feet; **11.)** thence with a non-tangent curve to the right having a radius of 106.501 feet, whose center bears South 05°10'06" East with a central angle of 70°36'15" (chord bearing and distance of South 59°51'58" East - 123.091 feet) for an arc length of 131.239 feet to a point on the outer right-of-way line for the roundabout at the intersection of said Daybreak Rim Way and Kestrel Ridge Road; thence North 63°09'06" East for 65.333 feet to a point on the inner right-of-way line for the roundabout at the intersection of said Daybreak Rim Way and Kestrel Ridge Road; thence along said inner right-of-way line for the roundabout with a non-tangent curve to the right having a radius of 84.503 feet, whose center bears North 63°09'06" East with a central angle of 108°33'51" (chord bearing and distance of North 27°26'01" East - 137.217 feet) for an arc length of 160.117 feet to the POINT OF BEGINNING.

3. Summary of Existing Land Use, Principal Streets, Population Densities & Building Intensities

EXISTING LAND USE MAP & ZONING

A map of existing zoning in the Project Area is included as **Exhibit D** and is incorporated herein. A map indicating the layout of principal streets serving the area is included as **Exhibit E**.

The Project Area is largely vacant, but areas around the Project area, particularly to the east, south, and southwest, are developed with significant residential presence. The area to the north and northwest is largely vacant or agricultural land. The Project Area is made up of primarily the “planned community (PC)” zone, with some agricultural and community commercial zones.

The South Jordan City Code provides the following relevant information:

Agricultural Zones

This chapter is established to provide standards and regulations, consistent with the city's general plan and the purposes and provisions of this title, for agricultural areas in a growing suburban city.

AGRICULTURAL: *Pertaining to uses related to horticulture, crop production, farm and ranch animals and other uses and buildings in appropriate zones as regulated under this title, but not including processing, packaging, warehousing or other industrial activities.*

Community Commercial Zone

C-C Zone: The purpose of the C-C zone is to provide areas for large scale community or regional retail and service uses. These areas will generally be located near major transportation hubs but should be designed to buffer neighboring residential areas. Coordinated circulation, architecture and landscaping and a balance of uses should be incorporated in developments.

Planned Community Zone

- A. *The Planned Community (P-C) Zone is established to promote the following:*
1. *High quality, innovative and creative development that includes a mixture of uses, heights and setbacks, varying densities and lot sizes and sufficient diversity of housing types to meet the full life cycle of housing needs of City residents.*
 2. *Preservation of open space.*
 3. *Retail, employment and recreational uses that meet or exceed the needs of the residents of the P-C Zone.*
 4. *A pedestrian environment which encourages transit and bicycle usage.*
 5. *A desirable living and working environment with unique identity and character.*
- B. *The P-C Zone will be designed to include neighborhoods, villages, towns, business and research parkways and open space with convenient pedestrian access among*

residential, commercial, office, retail and recreational areas. Individual structures within neighborhoods, villages, towns, and business and research parkways may contain mixed uses. Permitted densities and intensity of land use in villages and towns may be higher than those permitted in neighborhoods.

ACCESS & PRINCIPAL STREETS

Access to the Project Area is generally via the Mountain View Corridor, a major thoroughfare providing 17 access points to the Project Area. The Mountain View Corridor and frontage road system can generally accommodate any traffic that may come as a result of future development.

GENERAL DESCRIPTION OF SURROUNDING PROPERTY

The Project Area is largely vacant, but areas around the Project area, particularly to the east, south, and southwest, are developed with significant residential presence. A county library was recently constructed, and a city fire station and police precinct are located in the area. The area to the north and northwest is largely vacant or agricultural land.

The expected Project Area Development of the Project Area in compliance with applicable standards and regulations will not impose any public health, safety or general welfare issues. The Agency anticipates that the contemplated development within the Project Area will be beneficial to the existing businesses and residences around the Project Area and in the vicinity. Additionally, the Agency expects that the contemplated development within the Project Area will not be negatively affected by the other nearby uses.

POPULATION DENSITY IN THE PROJECT AREA

Currently there are no residents within The Project Area. This plan does anticipate introducing for-rent and owner-occupied units designed primarily for one and two person households in order to activate the public space, accommodate workers and increase business.

BUILDING DENSITY IN THE PROJECT AREA

In general, the land within the Project Area is not built out. There are a few existing buildings in the area that provide local services such as the county library and University of Utah medical office building. Buildings contemplated by this Plan will include mixed-use office, retail, civic amenities buildings and residential uses that will be new construction.

IMPACT OF DEVELOPMENT ON LAND USE, POPULATION, AND BUILDING DENSITY

As noted, use and building density within the Project Area will significantly increase with new development. In general, the Agency expects that development within the Project Area will generally increase the density as compared to the current use. The City may up-zone the Agricultural and Community Commercial Zones to reflect desired development intensities allowed under the PC Zone.

4. Standards That Will Guide Development

Development in the Project Area will be subject to appropriate elements of the South Jordan City building permit process, land use permits (if applicable), and all applicable South Jordan City Ordinances. Development/expansion proposals shall be accompanied by site plans, development data, and other appropriate material clearly describing the extent of development/expansion proposed, and any other data that is required by the City's Building, Engineering, and Planning and Zoning Departments.

GENERAL CITY DESIGN OBJECTIVES:

Development within the Project Area will be held to high quality design and construction standards and will be subject to (1) appropriate elements of the City's General Plan; (2) applicable City building codes and ordinances; (3) Planning Commission Review and recommendation; (4) Agency review to ensure consistency with this Plan; and (5) the City's land-use code, including specifically the planned community (P-C) zone code provisions thereof (the "P-C Zone Code")

The P-C Zone was established to promote the following:

1. High quality, innovative and creative development that includes a mixture of uses, heights and setbacks, varying densities and lot sizes to and sufficient diversity of housing types to meet the full life cycle of housing needs of City residents;
2. Retail, employment and recreational uses that meet or exceed the needs of residents of the P-C zone;
3. Preservation of open space;
4. A pedestrian environment which encourages transit and bicycle usage; and
5. A desirable living and working environment with unique identity and character.

The P-C Zone was designed to include such centers with mixed uses and convenient pedestrian access among the commercial, office, residential, and recreational areas. The principal land uses in the Project Area will be office, commercial and residential in a mixed-use, transit-oriented development.

The Amended Project design will meet or exceed the requirements established in the Subdivision Master Plat and any additional design standard required by the P-C zone.

STANDARDS IMPOSED THROUGH PARTICIPATION AGREEMENTS

It is anticipated a Master Plan for the Project Area will be adopted and the Agency and the selected Participant will enter into a "**Participation Agreement**" as defined in UCA § 17C-1-102(41), to govern the use of Tax Increment generated in the Project Area under the Amended Plan and Amended Budget. The following objectives, standards, conditions, and goals, along with others, may be considered by the Agency when entering into a Participation Agreement with Participant.

1. Construction and installation of backbone infrastructure in or to benefit the Project Area
2. Achievement of an environment that reflects appropriate architectural, landscape, and urban design principles consistent with zoning guidelines. This environment will be achieved through a Master Plan.
3. Promotion and marketing of the Project Area for development or investment that would be complementary to existing businesses and residential areas or would enhance the economic base of the neighborhood through diversification.
4. Upgrade or replacement of utilities, streets, curbs, sidewalks, parking areas, landscaping, and lighting to give the area a refined look consistent with the objectives of the applicable zoning and in a manner that attracts business and residential activity.
5. Provide for the strengthening of the tax base and the economic health of the entire community.
6. Provide new and improved public streets, road access, associated utilities, and pedestrian/bicycle access to the Area to facilitate better traffic circulation and reduce traffic hazards. Provide pedestrian circulation systems that create landscaped walkways and trail connections through the project area to provide attractive and safe pedestrian connections. The Agency shall work with the City to extend pedestrian circulation within and abutting the Project Area.
7. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of social and economic activity for the City.
8. Coordinate and improve the public transportation system, including bus stops and other public transit services.
9. Promote and encourage the practice and expansion of sustainable initiatives including, but not limited to, energy efficiency, renewable energy projects, charging stations, ride-sharing programs, water conservation, recycling, and Low-Impact-Development (LID).

These and other applicable standards are intended to assure that the proposed use will be harmonious with neighboring uses, will be consistent with the South Jordan General Plan and the Master Plan for the Project Area which is being developed by the anticipated Participant and the City and will impose no unreasonable demands for public services.

5. How Project Area Development Will Further Purposes of the Act

The Act, Title 17C of the Utah Code, contains the following definition of Project Area Development:

““Project area development” means activity within a project area that, as determined by the board, encourages, promotes, or provides development or redevelopment for the purpose of implementing a project area plan, including:

- (a) promoting, creating, or retaining public or private jobs within the state or a community;
- (b) providing office, manufacturing, warehousing, distribution, parking, or other facilities or improvements;
- (c) planning, designing, demolishing, clearing, constructing, rehabilitating, or remediating environmental issues;
- (d) providing residential, commercial, industrial, public, or other structures or spaces, including recreational and other facilities incidental or appurtenant to the structures or spaces;
- (e) altering, improving, modernizing, demolishing, reconstructing, or rehabilitating existing structures;
- (f) providing open space, including streets or other public grounds or space around buildings;
- (g) providing public or private buildings, infrastructure, structures, or improvements;
- (h) relocating a business;
- (i) improving public or private recreation areas or other public grounds;
- (j) eliminating blight or the causes of blight;
- (k) redevelopment as defined under the law in effect before May 1, 2006; or
- (l) any activity described in Subsections (47)(a) through (k) outside of a project area that the board determines to be a benefit to the project area.”¹¹

The creation of the Project Area furthers the attainment of the purposes of Title 17C by addressing the following objectives:

- Providing necessary public infrastructure to encourage and promote additional development activities within or near the Project Area.

¹¹ § 17C-1-102(48) of the Act.

- Providing additional employment opportunities, thus encouraging, and promoting new development activities, such as residential developments for employees, commercial developments for suppliers, restaurateurs, and other businesses.
- Providing for the development of vacant land within the Project Area.
- New development within the Project Area will meaningfully enhance South Jordan's property and sales tax base, thus increasing the resources available for performing basic governmental services.
- Support and encourage appropriate public and private development efforts in the community.

It is the intent of the Agency, with the assistance and participation of private property owners, to encourage and accomplish appropriate development within the Project Area by methods described in this Plan and as allowed by the Act. This includes the construction of new buildings, facilities and infrastructure, the diversification of the housing stock, the creation of new jobs, and the use of incentives to maximize other appropriate development beneficial to the City and its citizens. By these methods, the private sector should be encouraged to undertake new development that will strengthen the tax base of the community in furtherance of the objectives set forth in the Act.

The Agency, in pursuing Project Area Development strategies that will achieve the purposes of the Act and promote a more vibrant and economically healthy community, may utilize its resources to address substandard conditions and effectuate Project Area Development activities as defined in the Act and as allowable by law. Possible strategies available to facilitate development and investment in the Area may include, but are not limited to, the acquisition, clearance, disposition, and rehabilitation of residential, vacant, and commercial properties, as more fully described below:

1. **Acquisition and Clearance:** The Agency may acquire, but is not required to acquire, real property located in the Project Area. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method. Generally, personal property will not be acquired by the Agency. However, where necessary in the execution of the objectives of this Amended Plan, the Agency shall be authorized to acquire personal property in the Project Area by any lawful means. The Agency intends that all property needed to be acquired within the Project Area will be acquired, if possible, by open negotiations between willing sellers and willing buyers. The creation of the Project Area and the adoption of this Plan do not give the Agency any eminent domain power within the Project Area.
2. **Property Disposition and Development:** The Agency shall be authorized, by lawful means, to promote Project Area Development. The Agency shall be authorized, by lawful means, to demolish and clear buildings, structures, and other improvements from real property in the Project Area as necessary to carry out the purposes of this Plan. The Agency shall be authorized to install and construct, or to cause to be installed and constructed, the public improvements, public facilities, and public utilities, within the Project Area that are necessary or desirable to carry out this

Amended Plan. The Agency shall be authorized to prepare or cause to be prepared as building sites real property in the Project Area. The Agency shall also be authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area according to the appropriate legal means available. Conditioned on approval by the Agency Board, the Agency shall be authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, grant or otherwise dispose of any interest in real property within the Project Area. If such authorization is given, the Agency shall be able to dispose of real property by gift, grant, leases, or sales by negotiation with or without public bidding. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Amended Plan and other associated plans, as applicable. To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private owners and private enterprises in carrying out development activities. To the extent now or hereafter permitted by law, the Agency shall be authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area.

3. **Rehabilitation:** Properties vacant, abandoned or otherwise determined to be in substandard condition by the City by any lawful means may be sufficiently rehabilitated by the property owner or others to insure a new or remaining economic life of twenty years.
4. **Cooperation with the Community and Public Entities:** The community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within the Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of community reinvestment and the highest public good.
5. **Private Investment:** Known as the most common and effective means of capital, investment from private owners, developers, businesses, and citizens will have the most impactful and long-lasting effect on the Project Area. The Agency anticipates that the majority of the investment made within the Area will be made by private owners and business/development entities wishing to undertake Project Area Development activities within the Area. As authorized by the Act and approved by the Agency Board, the Agency may provide assistance to development projects within the Project Area.

6. How Project Area Development conforms to South Jordan General Plan

All development within the Project Area will be consistent with the recently adopted South Jordan General Plan and the specific Master Plan for the Project Area which is currently being developed by the anticipated Participant and the City. It is anticipated the Project Area will all ultimately be within the PC Zone. The goals in the South Jordan General Plan general are consistent with the vision for the Project Area and Plan. The Agency's involvement within the Project Area will allow the Agency along with the City to encourage development in harmony with these South Jordan General Plan goals for housing, including affordable housing, employment opportunities, public transit, public trails, and walkability, access to retail, and diverse recreation and cultural opportunities.

Land Use Ordinances. The current zoning within the Project Area is described above. The creation of the Project Area will not alter the City's land use authority and control granted to the City under Chapter 9a of Title 10 of the Utah Code.

Building Codes. All development within the Project Area will be constructed in accordance with all applicable State of Utah and City codes.

7. Specific Project Outline and Its Potential for Economic Development

The formation of the Project Area will provide the Agency with the opportunity to encourage development of underutilized land in the Project Area. The Agency expects that the creation of the Project Area will lead to significantly more capital investment and commercial and office development within the City than would otherwise occur in the Project Area. Without the creation of the Project Area and project area development activities by the Agency, the City and other Taxing Entities would likely not experience significant commercial and office development that is expected to benefit the City and other Taxing Entities. Through the exercise of its statutory powers, the Agency expects that the Project Area will be attractive to a variety of projects—particularly commercial, mixed-use, and affordable housing developments. Further, the Agency expects that development within the Project Area will have a positive effect on other nearby retail and commercial areas within the City.

The Agency believes that the Master Plan with the development and improvements listed below are illustrative of the types of potential new development within the Project Area:

SUMMARY OF LAND COST AND IMPROVEMENTS:

| Category | Estimated Budget |
|---|-------------------------|
| Health, Culture and Entertainment Facilities | 271,550,000 |
| Roads and Utilities | 79,426,631 |
| Civic, Parks, & Open Space Improvements | 38,762,139 |
| Land Acquisition | 35,729,800 |
| Subtotal SW Quadrant Land & Improvements | 425,468,571 |

Summary of Commercial Investment:

| Use | SF/Units | Assessed Value (in 2022 \$'s) |
|---|-----------|----------------------------------|
| Office ¹ | 4,566,800 | 1,078,651,869 |
| Retail | 1,635,400 | 507,346,181 |
| Industrial | 329,700 | 82,993,740 |
| Hotel (Units) | 90 | 19,591,632 |
| Residential (Units) ² | 7,314 | 1,276,018,780 |
| Total Incremental Investment Value | | 2,964,602,203 |

1. includes an estimated 1.1 million square feet of non-taxable University office, research, and educational facilities

2. Residential values reduced by 45% per statute

3. Of the total \$2,964,602,203, approximately \$1,500,000,000 is in the South Station HTRZ.

At the end of the anticipated Tax Increment generation period (2054), the estimated uninflated Taxable Value will be \$1.2 billion which compares to the 2021 Taxable Value of ~~\$94~~ \$66 million. Based on the certified 2021 tax rates, this represents an increase in annual tax revenues of 10.5 million (\$ 12.0 million (2055) vs. \$0.6 million (2021)).

The Agency has determined that the projection of Project Area Revenue Projections attached as Exhibit F to the Adopted Plan are no longer realistic or helpful. Attached as **Exhibit F** to this Amended Plan are "**Amended Project Area Revenue Projections**" to replace the original Project Area Revenues.

8. Selection of Participant(S)

A potential Participant is VP Daybreak Holdings, LLC, a major property owner within the Project Area and has extensive development experience and expertise. The Agency has engaged in discussions with the potential Participant but has yet to enter into a Participation Agreement.¹² The Agency anticipates working with the potential Participant and other present or future property owners in the Project Area or others to bring desirable development to the Project Area. The Agency will require that any with whom the Agency participates has sufficient experience, knowledge, resources, and financial wherewithal to fulfill the vision and goals of the Plan and the Agency for the Project Area. Final selection of all Participants will be through a written Participation Agreement as defined in § 17C-1-102(41) of the Act.

9. Reasons for Selection of the Project Area

The Project Area was selected by the Agency due to the immediate opportunity to strengthen the City's economic base, adjacency to regional infrastructure, accessibility for future and existing development, and proximity to housing stock by enabling desirable development within the Project Area. The Agency believes that opportunities exist within the Project Area to enable and/or accelerate development within the Project Area through the provision of incentives

¹² See definition in § 17C-1-102(41) of the Act.

or infrastructure by the Agency or through the exercise of other Agency powers as provided for in the Act. The Agency will also seek participation from various taxing entities for support through dedication of Tax Increment in the Project Area.

10. Description of Physical, Social/Economic Conditions Existing in the Project Area

The Project Area is generally undeveloped land located in the western area of the City. The Project Area encompasses primarily undeveloped land and/or underdeveloped farmland near the Daybreak community. Portions of the Project area abut built-out developments away from the Mountain View Corridor. Based on the analysis of the Project Area by the Agency, the Agency believes that the creation of this Project Area is necessary to enable or accelerate the development within the Project Area and that future desirable growth within the Project Area can be accelerated through the involvement of the Agency.

More generally, the creation of the Project Areas encourages development in a portion of the City which is underutilized, blighted, under economic stress, or face unique obstacles to development and where the Project will have a positive impact on the physical environment, as well as the socioeconomic characteristics of the surrounding area. The creation of the Project Area will increase capital investment in the area, increase the available housing stock, encourage other development, and potentially offer new retail and employment opportunities for South Jordan residents.

11. Project Area Funds Offered to Private Entities for Development within the Project Area

The Agency intends to negotiate with and enter into Interlocal Agreements with the Taxing entities in order to obtain a portion of the Tax Increment generated by new development within the Project Area. The amount of tax increment requested is expected to be ninety percent (90%) of the Tax Increment for a period not to exceed twenty (20) years for any parcel within a thirty (30) year collection period. In other words, the collection of tax increment for individual parcels of land within the Project Area is twenty (20) years.

Actual development is dependent on many factors, including the overall economic climate and local demand; however, the Agency hopes to encourage and accelerate desirable development within the Project Area. Tax Increment and "**Sales and Use Tax Revenue**" as defined in § 17C-1-102(56) of the Act may in the future be utilized as "**Project Area Funds**" as defined in § 17C-1-102(50) of the Act to meet the purposes of the Project Area Plan and goals of the Agency.

Project Area Funds will likely be used to support the issuance and repayment of bonds issued by the Agency as authorized by Chapter 1 Part 5 of the Act. Alternatively, Project Area Funds may be used to repay bonds issued by other public entities. All payment of Project Area Funds to the selected Participant or other private entities, including the repayment of bonds, will be subject to the terms of a written Participation Agreement that adequately protects the Agency and the Taxing entities.

Any Project Area Funds offered or paid to private entities will be through one or more Participation Agreements. The Agency will encourage, in negotiating Participation Agreements, all new and renovation construction efforts to use environmentally sound and sustainable building practices.

12. Project Area Funds Used by Agency for Infrastructure Development within the Project Area

Alternatively, or in conjunction with the uses of Tax Increment described above, Tax increment may be used by the Agency to install infrastructure and improvements within or to benefit the Project Area.

13. Results of Analysis of Anticipated Public Benefits from the Development

The largest obstacle to development in the Project Area is the lack of public infrastructure. Demand for growth in the Project Area generally is high, as it is close to significant employment and residential centers in southern Salt Lake County.

The Agency has begun negotiations with the anticipated Participant and can project near-term future development within the Project Area with acceptable accuracy. The Agency projects that the Project Area could see approximately \$525,000,000 in new private investment in the next five years, with an estimated \$904,000,000 (uninflated) in additional private investment throughout the following fifteen (15) years. See Ex. F to review the Agency's Project Area Revenue Projections summarizing new property tax revenues for the future development within the Project Area over the next thirty-three (33) years.

14. Affordable Housing

The Agency expects to promote the goals contained within the South Jordan Moderate Income Housing plan, an adopted element of the South Jordan City General Plan. The Agency intends to do this by ensuring development of well-designed housing within the Project area that qualifies as Affordable Housing to meet the needs of moderate-income households within the City. The Project Area will provide planned opportunities for mixed-use development near transit that includes affordable housing. This will reduce parking requirements within the planned transit-oriented development. The Project Area will provide a unique opportunity to utilize the affordable housing funds generated by the Tax Increment collected within it to promote existing housing assistance programs within the Project area and in the greater South Jordan City area.

15. Other Matters

To the Agency's knowledge, there are no existing buildings or uses in the Project Area that are included in, or eligible for inclusion in, the National Register of Historic Places or the State Register. If such historic locations exist within the Project Area, the Agency will comply with the requirements of § 17C-5-106 of the Act and other applicable laws.

The Project Area will not be subject to a Taxing Entity Committee; instead, the Agency will seek to enter into Interlocal Agreements with the various Taxing Entities in order to obtain funding for Project Area development.

Exhibits

| | |
|------------------|---|
| Exhibit A | Survey Resolution |
| Exhibit B | Project Area Map |
| Exhibit C | Amended Project Area Budget |
| Exhibit D | Zoning Map |
| Exhibit E | Principal Streets MAP |
| Exhibit F | Amended Project Area Revenue Projections |

Exhibit A
Survey resolution

THE SOUTH JORDAN CITY REDEVELOPMENT AGENCY

RESOLUTION NO. RDA2021-06

A RESOLUTION DESIGNATING A SURVEY AREA, AUTHORIZING THE PREPARATION OF A DRAFT PROJECT AREA PLAN & BUDGET, AND DIRECTING NECESSARY ACTION BY THE AGENCY

WHEREAS the City of South Jordan (the “City”), created the South Jordan City Redevelopment Agency (the “Agency”) pursuant to the provisions of Title 17C of the Utah Code, and its predecessor statutes (the “Act”) for the purposes of conducting project area development activities within the City, as contemplated by the Act;

WHEREAS the Board of the Agency, as designated in UCA §17C-1-203(1), (“Board”) having made preliminary investigation, desires now to designate by resolution a Survey Area for Community Reinvestment activity pursuant to the provisions and policies of Chapter 5 of the Act;

WHEREAS the Agency has recommended to the Board that pursuant to UCA §17C-5-103, the proposed survey Area within the City, is depicted on the Map attached as **Exhibit A**, (“Proposed Survey Area”) be designated a Community Reinvestment Survey Area; and

WHEREAS the Board desires to so designate the Proposed Survey Area, depicted in Exhibit A, as a Community Reinvestment Survey Area, pursuant to UCA §17C-5-103.

THEREFORE, BE IT RESOLVED BY THE BOARD OF THE SOUTH JORDAN CITY REDEVELOPMENT AGENCY AS FOLLOWS:

1. That the Proposed Survey Area is hereby designated the *Southwest Quadrant Urban Center*, (“Survey Area”) pursuant to UCA §17C-5-103(1)(a).
2. That the Agency finds, pursuant to the provisions of UCA §17C-5-103(1)(c), that the Survey Area requires study to determine whether project area development is feasible within one or more proposed community reinvestment project areas within the Survey Area.
3. That as authorized in UCA §17C-5-103(1)(d) the Agency, through its staff, consultants and legal counsel is authorized to:
 - (i) prepare a proposed community reinvestment project area plan and budget for each proposed community reinvestment project area; and
 - (ii) conduct any examination, investigation, or negotiation, regarding the proposed community reinvestment project area that the Agency considers appropriate.


4. That the Agency, through its staff, consultants, and legal counsel, be and hereby are directed and authorized to take all such action as may be necessary or desirable, to the successful prosecution of one or more proposed community reinvestment project areas (should one or more projects ultimately be undertaken), including, but not limited to, negotiations with taxing entities, and participants, conducting studies and investigations, setting dates for Agency meetings and hearings, and the preparation, publication, and/or mailing of statutorily required notices, therefore.
5. Exhibit A, attached hereto, is incorporated herein by this reference
6. That this Survey Resolution shall take effect upon adoption.

ADOPTED and APPROVED by the South Jordan City Redevelopment Agency Board this 7th day of December 2021.

**BOARD OF THE SOUTH JORDAN CITY
REDEVELOPMENT AGENCY**


Dawn R. Ramsey, Agency Chair

ATTEST:


Anna Crookston, Agency Secretary

Approved as to Form:

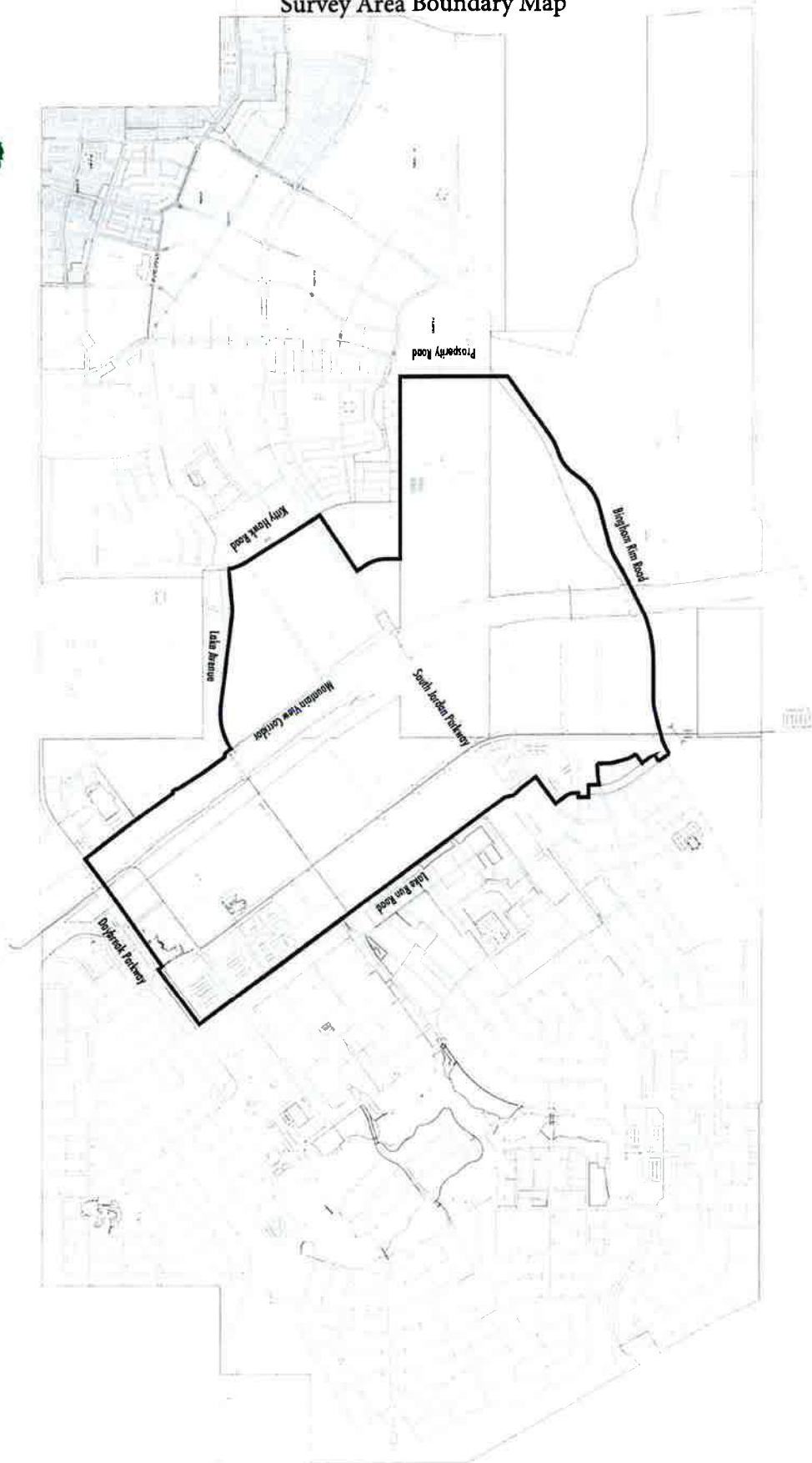

J. Craig Smith, Agency Counsel



Exhibit A
Survey Area Boundary Map



Southwest Quadrant Urban Center Survey Area Boundary



**Exhibit B
Project Area Map**

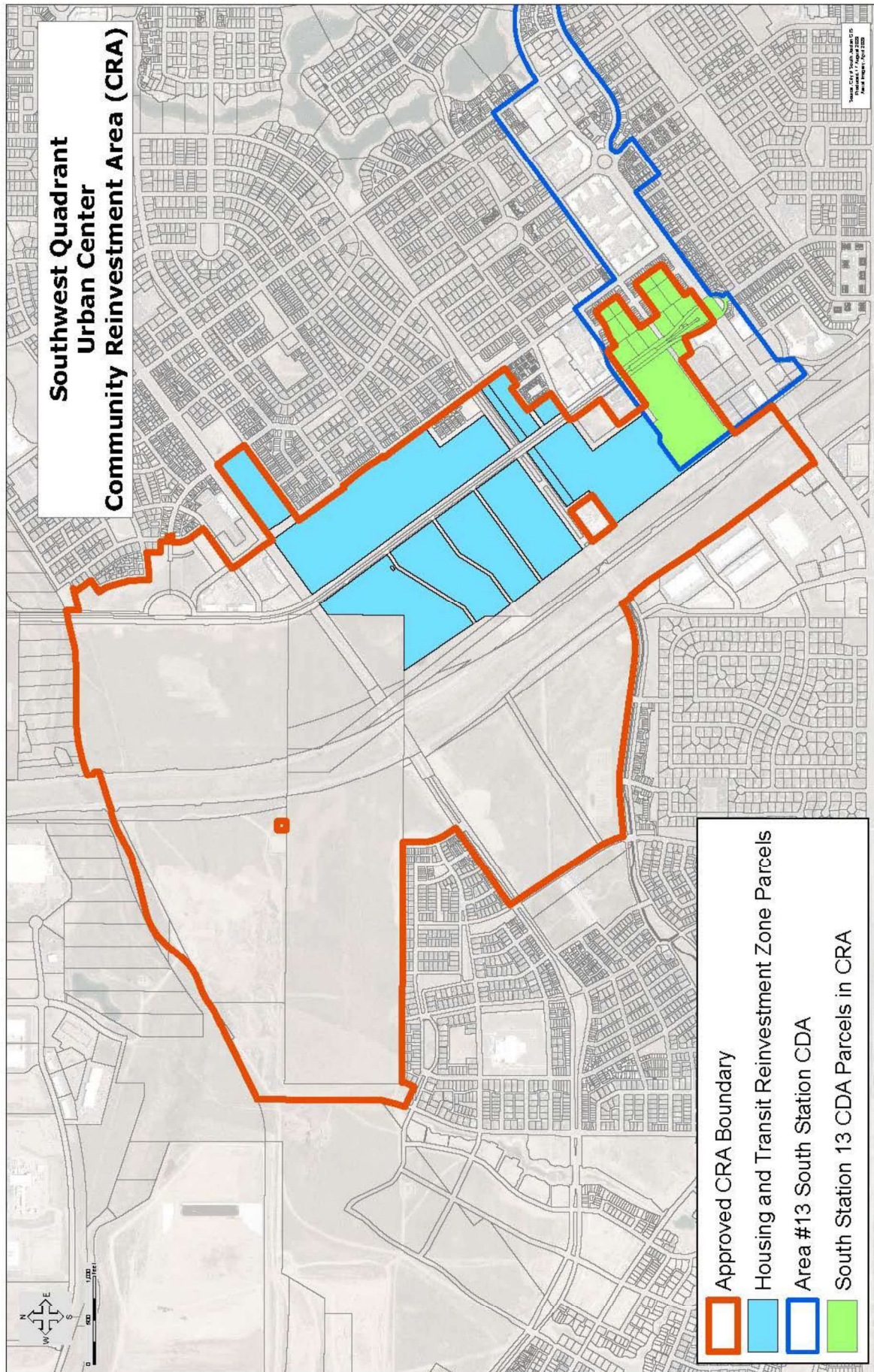


Exhibit C
Amended Project Area Budget



DRAFT AMENDED & RESTATED SOUTHWEST QUADRANT URBAN CENTERCOMMUNITY REINVESTMENT PROJECT AREA BUDGET¹

ORIGINALLY ADOPTED APRIL 19, 2022
AMENDED AND RESTATED SEPTEMBER 18, 2023

AGENCY BOARD RESOLUTION ADOPTING AMENDED & RESTATED BUDGET NO. _____

SOUTH JORDAN CITY REDEVELOPMENT AGENCY
1600 WEST TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095

This Amended Southwest Quadrant Urban Center Project Area Budget ("**Amended Budget**") is prepared in good faith as a current reasonable estimate of the economic impact of projected development within the Project Area.² Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this Budget represents the reasonable expectations of the Agency. The Agency makes no guarantee that the projections contained in this Amended Budget of the Amended Project Area Plan for the Project Area accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Community Reinvestment Agency Act, found at Title 17C of the Utah Code, ("**Act**") now and as may be amended; this Amended Budget shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act. The actual amount of Tax Increment received by the Agency will be determined solely by interlocal agreement(s) between the Agency and taxing entity South Jordan City; this Amended Budget does not control the flow of Tax Increment money, nor does it entitle the Agency to receive money from Tax Increment or any other source.

The following narrative has been prepared in accordance with Utah Code §17C-5-303 for an Agency that receives Tax Increment.

1(A). THE BASE TAXABLE VALUE

The Base Taxable Value is the year 2021 value of \$66,185,923. The Base Taxable Value is used to calculate the sharing of Tax Increment pursuant to interlocal agreements

¹ This Amended Budget supersedes and replaces the Project Area Budget adopted on April 19, 2022. Defined terms in the Amended Project Plan have the same definition in the Amended Budget. Also, terms defined in the Act have the same definitions in this Amended Budget.

² The boundary of the Project Area remains unchanged from the original boundary.

with the Taxing Entities will be set in each interlocal agreement as required by Utah Code § 17C-5-204(6)(a).

1(B). PROJECTED AMOUNT OF TAX INCREMENT TO BE GENERATED WITHIN THE PROJECT AREA

The projected amount of Tax Increment to be generated within the Project Area from 2026-2055 is \$28,564,539. All of which is from Taxing Entity South Jordan City.

Detailed financial projections are attached as **Exhibit 1** to this Amended Budget and found as Exhibit F to the Amended Plan. Note that these figures are based on current projections; actual generation of tax revenues depends on future value growth, which cannot be predicted with absolute certainty.

1(C). PROJECT AREA FUNDS COLLECTION PERIOD

The anticipated collection period is twenty (20) years for each particular parcel within an overall thirty (30) year period. Final details of tax increment collection will be established by interlocal agreement between the Agency and South Jordan City. The collection period for Tax Increment is from 2026 to 2055.

1(D). PROJECTED AMOUNT OF TAX INCREMENT TO BE PAID TO OTHER TAXING ENTITIES

At present, the Agency does not anticipate payment of Tax Increment to any other Taxing Entity. However, the Agency reserves the right to do so through an interlocal agreement between the Agency and any participating taxing entities.

1(E). IF THE AREA FROM WHICH TAX INCREMENT IS COLLECTED IS LESS THAN THE ENTIRE PROJECT AREA

The Agency anticipates not collecting any Tax Increment under the Amended Budget and Amended Plan from the 152.09 acres of the Project Area which is also within the South Station HTRZ. The South Station HTRZ was created pursuant to Title 63N, Chapter 3, Part 6 of the Utah Code. The Project Area Map attached to the Amended Plan as Exhibit B depicts the portion of the Project Area also within the South Station HTRZ. A boundary description of the South Station HTRZ is found in Section 2 of the Amended Plan. Also, a 36.913 acre portion of the Project Area is within the boundary of the South Station CDA. No Tax Increment will be taken from the portion of the Project Area also within the South Station CDA until after the payment of Tax Increment from the South Station CDA is completed. This is expected to be 2030. The Project Area Map attached to the Amended Plan as Exhibit B depicts the boundary of the South Station CDA and the South Station CDA which is also within the Project Area. A boundary description of the South Station CDA is found in Section 2 of the Amended Plan. Final details of tax increment collection will be established by interlocal agreement between the Agency and South Jordan City.

1(F). THE PERCENTAGE OF TAX INCREMENT THE AGENCY IS AUTHORIZED TO RECEIVE

The Agency anticipates requesting ninety percent (90%) of Tax Increment from the South Jordan City levy. At present, it is not anticipated seeking Tax Increment from any other Taxing Entity.

Final details of Tax Increment collection will be established by an interlocal agreement between the Agency and South Jordan City.

1(G). THE MAXIMUM CUMULATIVE DOLLAR AMOUNT OF TAX INCREMENT THE AGENCY IS AUTHORIZED TO RECEIVE FROM THE PROJECT AREA

Assuming South Jordan City contributes Tax Increment as requested for a period of twenty (20) years, based on the Agency's current projections the Agency would receive approximately \$28,564,539 in Tax increment over twenty (20) years within a thirty (30) year period. Note that out of this amount, the Agency will have administrative expenses (5%) and the mandatory affordable housing allocation, (10%) and Project Area Maintenance (5%) leaving approximately \$22,851,631 for the Project Area development.

2. IF THE AGENCY RECEIVES SALES AND USE TAX REVENUE

The Agency does not currently anticipate collecting sales and use tax revenues from the Project Area but reserves the right to do so. The Agency will only receive sales and use tax revenue pursuant to one or more interlocal agreements with participating taxing entities.

3. AMOUNT OF PROJECT AREA FUNDS THE AGENCY WILL USE TO IMPLEMENT THE PROJECT AREA

The Agency projects that approximately \$22,851,631 of the Project Area Funds received by the Agency will be used toward Project Area development. The remainder of the Project Area Funds will be used to make the Agency's mandatory housing allocation, (\$2,856,454) pay interest on issuance cost on debt service, if any, and to cover Agency Administrative (\$1,428,227) and Maintenance expenses (\$1,428,227). The Agency estimates that its funds will be used as follows but reserves the right to maintain flexibility with the funds and not to adhere strictly to line-item amounts shown in the table below. All Agency Funds will be used for infrastructure, administrative or economic development purposes within the Project Area. Administrative funds have been calculated based on five percent (5%) of Agency tax increment receipts annually. In addition, ten percent (10%) of Agency receipts will be set aside for Affordable Housing. Affordable Housing funds will be prioritized for use in the Project Area; however, Affordable Housing funds do not need to be spent within the Project Area. The remaining funds are allocated primarily for possible improvements listed as follows:

- Health, Culture, and Entertainment Facilities
- Roads and Utilities
- Civic, Parks, & Open Space Improvements
- Public Structured Parking
- Land Acquisition

4. THE AGENCY'S COMBINED INCREMENTAL VALUE

The total taxable value in the Project Area is estimated at approximately \$66,000,000 with a potential taxable value after thirty (30) years of \$1,532,638,519. of for an incremental value of approximately \$1,466,452,596. The Agency's combined incremental value, excluding the Southwest Quadrant is \$2,457,839,591; with the Southwest Quadrant Urban Center Project Area the Agency total is \$3,924,921,187.

5. THE AMOUNT OF PROJECT AREA FUNDS THAT WILL BE USED TO COVER THE COST OF ADMINISTERING THE PROJECT AREA

The Agency anticipates that approximately five percent (5%) or \$1,428,227 of the total Project Area Funds collected by the Agency will be used for Agency administrative expenses.

6. FOR PROPERTY THAT THE AGENCY OWNS AND EXPECTS TO SELL, THE EXPECTED TOTAL COST OF THE PROPERTY TO THE AGENCY AND THE EXPECTED SALE PRICE

The Agency does not own any real property within the Project Area which it expects to sell. The Agency reserves the right to sell and acquire property as part of the Agency's project area development activities.

EXHIBIT 1*Project Area Financial Projections*

| | |
|--|----------------------------|
| <p style="text-align: center;">South Jordan Redevelopment Agency Southwest Quadrant CRA (LHM Development) Increment & Budget Analysis</p> | |
| Projected Cumulative Real Property Value (Building & Land) ¹ | |
| Personal Property Value ² | |
| Total Estimated Assessed Value | |
| Base Year Value (Building and Land) | |
| Less Base Year Value | |
| Total Projected Incremental Value | |
| Tax Rate & Increment Analysis | 2023 Tax Rate / |
| | <i>Participation Rates</i> |
| South Jordan City | 0.001425 |
| TOTAL ANNUAL INCREMENTAL VALUE (City is only participant) | |
| PROJECT AREA BUDGET | |
| Source of Funds | |
| City Property Tax Increment for Budget (Participation rate 90%) | 90% |
| Uses of Tax Increment Funds | |
| Redevelopment Activities (Infrastructure, Incentives, etc.) | 80% |
| CRA Housing Requirement (10.0%) | 10% |
| RDA Administration (5.0%) | 5% |
| Maintenance (5%) | 5% |
| TOTAL USES OF INCREMENT | |
| REMAINING REVENUE FOR CITY | |
| Annual Revenue from Base Year Value | 0.001425 |
| Remaining Incremental Value from Development | |
| TOTAL REMAINING REVENUE FOR CITY | |
| <u>Footnotes</u> | |
| 1 - Residential values that are included have been discounted by 45%. | |
| 2 - Due to difficulty in estimating personal property at this time, no valuations for personal property have been included but related incremental tax will still benefit the project. | |

DRAFT August 18, 2023

| ASSUMPTIONS: | | | | |
|--|---------------|----------------|----------------|----------------|
| Discount Rate | | 4.0% | | |
| No annual inflation has been added to what values the Developer provided | | | | |
| | | | | |
| Payment Year | 2024 | 2025 | 2026 | 2027 |
| Tax Year | 2023 | 2024 | 2025 | 2026 |
| 2026 Trigger Year | YEAR 1 | | YEAR 2 | |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| - | - | - | - | - |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| | | | | |
| \$ - | \$ - | \$ - | \$ 335,301 | \$ 527,372 |
| - | - | - | 335,301 | 527,372 |
| | | | | |
| - | - | - | 301,771 | 474,635 |
| | | | | |
| | | | \$ 241,416 | \$ 379,708 |
| | | | 30,177 | 47,464 |
| - | - | - | 15,089 | 23,732 |
| - | - | - | 15,089 | 23,732 |
| | | | \$ 301,771 | \$ 474,635 |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| - | - | - | 33,530 | 52,737 |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 283,439 | \$ 302,647 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| 2028 | 2029 | 2030 | 2031 | 2032 |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| 2027 | 2028 | 2029 | 2030 | 2031 |
| YEAR 3 | YEAR 4 | YEAR 5 | YEAR 6 | YEAR 7 |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| - | - | - | - | - |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| | | | | |
| \$ 715,751 | \$ 879,621 | \$ 1,009,119 | \$ 1,085,999 | \$ 1,146,426 |
| 715,751 | 879,621 | 1,009,119 | 1,085,999 | 1,146,426 |
| 644,175 | 791,659 | 908,207 | 977,399 | 1,031,783 |
| | | | | |
| \$ 515,340 | \$ 633,327 | \$ 726,566 | \$ 781,919 | \$ 825,427 |
| 64,418 | 79,166 | 90,821 | 97,740 | 103,178 |
| 32,209 | 39,583 | 45,410 | 48,870 | 51,589 |
| <u>32,209</u> | <u>39,583</u> | <u>45,410</u> | <u>48,870</u> | <u>51,589</u> |
| \$ 644,175 | \$ 791,659 | \$ 908,207 | \$ 977,399 | \$ 1,031,783 |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| <u>71,575</u> | <u>87,962</u> | <u>100,912</u> | <u>108,600</u> | <u>114,643</u> |
| \$ 321,484 | \$ 337,871 | \$ 350,821 | \$ 358,509 | \$ 364,552 |
| | | | | |
| 2033 | 2034 | 2035 | 2036 | 2037 |
| 2032 | 2033 | 2034 | 2035 | 2036 |
| YEAR 8 | YEAR 9 | YEAR 10 | YEAR 11 | YEAR 12 |
| \$ 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |
| - | - | - | - | - |
| \$ 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | | |
|----|----------------------|----------------------|----------------------|----------------------|----------------------|
| | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ | 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |
| | | | | | |
| \$ | 1,207,434 | \$ 1,264,168 | \$ 1,314,043 | \$ 1,370,777 | \$ 1,420,652 |
| | 1,207,434 | 1,264,168 | 1,314,043 | 1,370,777 | 1,420,652 |
| | 1,086,690 | 1,137,751 | 1,182,639 | 1,233,699 | 1,278,587 |
| | | | | | |
| \$ | 869,352 | \$ 910,201 | \$ 946,111 | \$ 986,959 | \$ 1,022,869 |
| | 108,669 | 113,775 | 118,264 | 123,370 | 127,859 |
| | 54,335 | 56,888 | 59,132 | 61,685 | 63,929 |
| | <u>54,335</u> | <u>56,888</u> | <u>59,132</u> | <u>61,685</u> | <u>63,929</u> |
| \$ | 1,086,690 | \$ 1,137,751 | \$ 1,182,639 | \$ 1,233,699 | \$ 1,278,587 |
| | | | | | |
| \$ | 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| | <u>120,743</u> | <u>126,417</u> | <u>131,404</u> | <u>137,078</u> | <u>142,065</u> |
| \$ | 370,653 | \$ 376,326 | \$ 381,314 | \$ 386,987 | \$ 391,975 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| 2038 | 2039 | 2040 | 2041 | 2042 |
|------------------|------------------|------------------|------------------|------------------|
| 2037 | 2038 | 2039 | 2040 | 2041 |
| YEAR 13 | YEAR 14 | YEAR 15 | YEAR 16 | YEAR 17 |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| - | - | - | - | - |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| | | | | |
| \$ 1,470,527 | \$ 1,526,320 | \$ 1,544,133 | \$ 1,561,945 | \$ 1,586,617 |
| 1,470,527 | 1,526,320 | 1,544,133 | 1,561,945 | 1,586,617 |
| | | | | |
| 1,323,474 | 1,373,688 | 1,389,720 | 1,405,751 | 1,427,955 |
| | | | | |
| \$ 1,058,779 | \$ 1,098,951 | \$ 1,111,776 | \$ 1,124,601 | \$ 1,142,364 |
| 132,347 | 137,369 | 138,972 | 140,575 | 142,796 |
| 66,174 | 68,684 | 69,486 | 70,288 | 71,398 |
| 66,174 | 68,684 | 69,486 | 70,288 | 71,398 |
| \$ 1,323,474 | \$ 1,373,688 | \$ 1,389,720 | \$ 1,405,751 | \$ 1,427,955 |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| 147,053 | 152,632 | 154,413 | 156,195 | 158,662 |
| \$ 396,962 | \$ 402,541 | \$ 404,323 | \$ 406,104 | \$ 408,571 |
| | | | | |
| 2043 | 2044 | 2045 | 2046 | 2047 |
| 2042 | 2043 | 2044 | 2045 | 2046 |
| YEAR 18 | YEAR 19 | YEAR 20 | YEAR 21 | YEAR 22 |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| | | | | |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 |
| | | | | |
| \$ 1,604,430 | \$ 1,622,242 | \$ 1,639,158 | \$ 1,303,857 | \$ 1,111,785 |
| 1,604,430 | 1,622,242 | 1,639,158 | 1,303,857 | 1,111,785 |
| 1,443,987 | 1,460,018 | 1,475,242 | 1,173,471 | 1,000,607 |
| | | | | |
| \$ 1,155,189 | \$ 1,168,014 | \$ 1,180,193 | \$ 938,777 | \$ 800,485 |
| 144,399 | 146,002 | 147,524 | 117,347 | 100,061 |
| 72,199 | 73,001 | 73,762 | 58,674 | 50,030 |
| <u>72,199</u> | <u>73,001</u> | <u>73,762</u> | <u>58,674</u> | <u>50,030</u> |
| \$ 1,443,987 | \$ 1,460,018 | \$ 1,475,242 | \$ 1,173,471 | \$ 1,000,607 |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| <u>160,443</u> | <u>162,224</u> | <u>163,916</u> | <u>130,386</u> | <u>111,179</u> |
| \$ 410,352 | \$ 412,134 | \$ 413,825 | \$ 380,295 | \$ 361,088 |

| 2048 | 2049 | 2050 | 2051 | 2052 |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| 2047 | 2048 | 2049 | 2050 | 2051 |
| YEAR 23 | YEAR 24 | YEAR 25 | YEAR 26 | YEAR 27 |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |
| | | | | |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | | | | | | |
|----|----------------|----|----------------|----|----------------|----|----------------|----|----------------|
| \$ | 923,407 | \$ | 759,536 | \$ | 630,039 | \$ | 553,159 | \$ | 492,732 |
| | 923,407 | | 759,536 | | 630,039 | | 553,159 | | 492,732 |
| | 831,066 | | 683,583 | | 567,035 | | 497,843 | | 443,458 |
| \$ | 664,853 | \$ | 546,866 | \$ | 453,628 | \$ | 398,274 | \$ | 354,767 |
| | 83,107 | | 68,358 | | 56,703 | | 49,784 | | 44,346 |
| | 41,553 | | 34,179 | | 28,352 | | 24,892 | | 22,173 |
| | <u>41,553</u> | | <u>34,179</u> | | <u>28,352</u> | | <u>24,892</u> | | <u>22,173</u> |
| \$ | 831,066 | \$ | 683,583 | \$ | 567,035 | \$ | 497,843 | \$ | 443,458 |
| \$ | 249,909 | \$ | 249,909 | \$ | 249,909 | \$ | 249,909 | \$ | 249,909 |
| | <u>92,341</u> | | <u>75,954</u> | | <u>63,004</u> | | <u>55,316</u> | | <u>49,273</u> |
| \$ | 342,250 | \$ | 325,863 | \$ | 312,913 | \$ | 305,225 | \$ | 299,183 |

| 2053 | 2054 | 2055 | | |
|----------------------|----------------------|----------------------|----------------------------|---------------|
| 2052 | 2053 | 2054 | | |
| YEAR 28 | YEAR 29 | YEAR 30 | TOTAL (FV) | TOTAL (NPV) |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | \$ 62,534,774 |
| - | - | - | \$ - | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| 175,375,000 | 175,375,000 | 175,375,000 | | |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| | | | | |
| \$ 431,724 | \$ 374,990 | \$ 325,115 | \$ 31,738,376 | \$ 18,456,978 |
| 431,724 | 374,990 | 325,115 | 31,738,376 | |
| | | | | |
| 388,551 | 337,491 | 292,603 | \$ 28,564,539 | \$ 16,611,280 |
| | | | | |
| \$ 310,841 | \$ 269,993 | \$ 234,083 | \$ 22,851,631 | \$ 13,289,024 |
| 38,855 | 33,749 | 29,260 | \$ 2,856,454 | \$ 1,661,128 |
| 19,428 | 16,875 | 14,630 | \$ 1,428,227 | \$ 830,564 |
| <u>19,428</u> | <u>16,875</u> | <u>14,630</u> | <u>\$ 1,428,227</u> | \$ 830,564 |
| \$ 388,551 | \$ 337,491 | \$ 292,603 | \$ 28,564,539 | |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 8,247,009 | |
| <u>43,172</u> | <u>37,499</u> | <u>32,511</u> | <u>\$ 3,173,838</u> | |
| \$ 293,082 | \$ 287,408 | \$ 282,421 | \$ 11,420,847 | |

Exhibit D Zoning Map

Exhibit D

Boundary with Current Zoning

Item L.7.

OS-P

A-1

NOT A PART

A-1

C-C

P-C

R-3

NOT A PART

SOUTH JORDAN CITY
Southwest Quadrant Urban Center Boundary

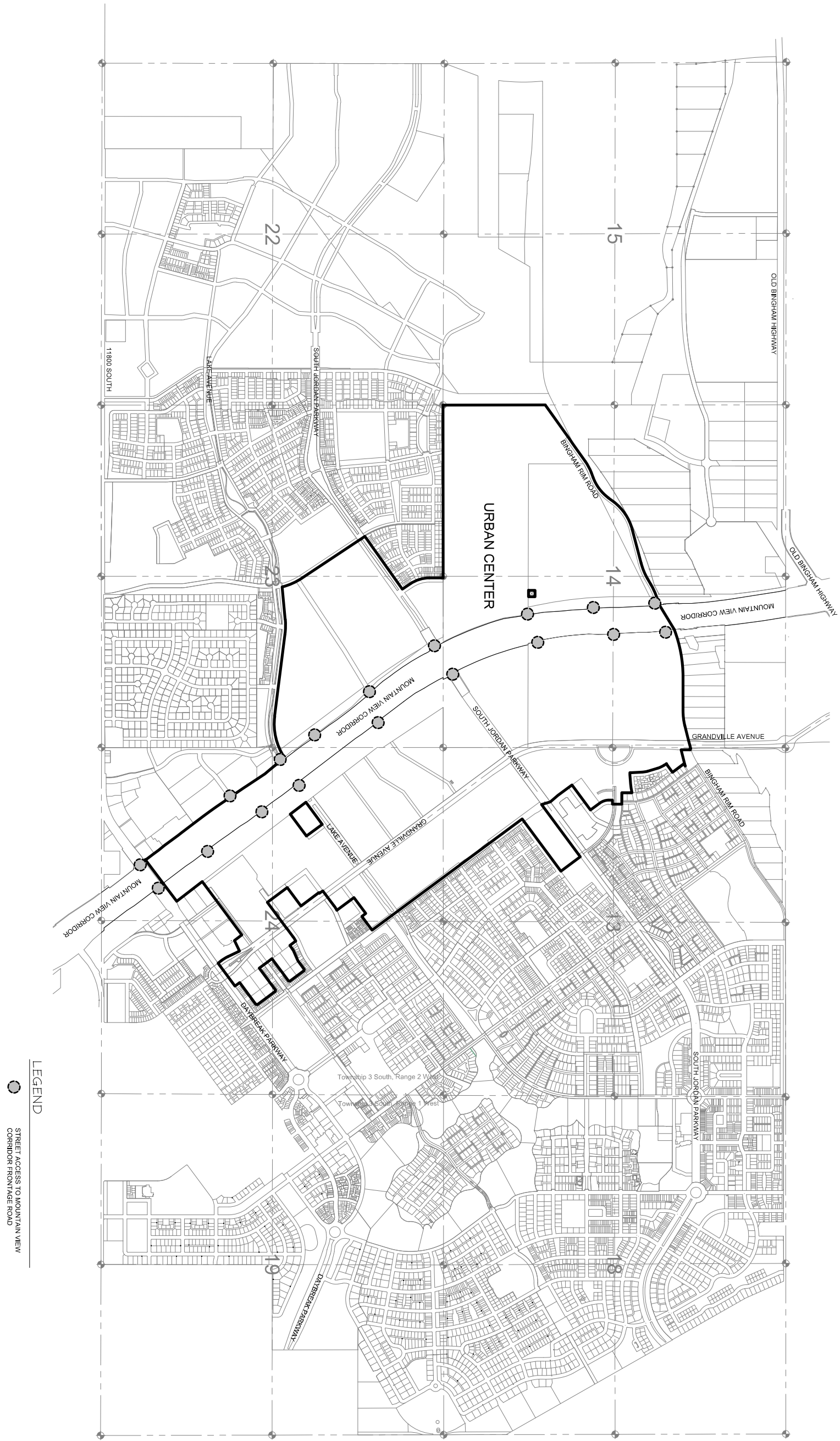
Source: City of South Jordan GIS
Produced: 4 May 2022
Aerial Imagery: April 2021

0 500 1,000
Feet

Approved CRA Boundary
South Jordan City Boundary

261

Exhibit E Principal Streets



LEGEND

● STREET ACCESS TO MOUNTAIN VIEW CORRIDOR FRONTAGE ROAD

SHEET NUMBER
1 OF 1
DRAWING NAME
EXHIBIT D

PRINCIPAL STREETS

| | | |
|--------------------|--------------|------------------|
| DESIGNED BY: MB | DATE: | REV: |
| DWN BY: | CKD BY: | SOLICITATION NO: |
| SUBMITTED BY: | CONTRACT NO: | |
| FILE NAME: | | |
| SIZE: ANSI D | PLOTTED BY: | PLOT DATE: |

| MARK | DESCRIPTION | DATE | APPR |
|------|-------------|------|------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

CITY ENGINEER
DATE



PERIGEE
CONSULTING
CIVIL • STRUCTURAL • SURVEY

9089 SOUTH 1300 WEST, SUITE 160
801.628.6004 TEL 801.590.6611 FAX

WEST JORDAN, UT 84088
WWW.PERIGEECIVIL.COM

Exhibit F

Amended Project Area Revenue Projections

EXHIBIT 1*Project Area Financial Projections*

| | |
|--|----------------------------|
| <p style="text-align: center;">South Jordan Redevelopment Agency Southwest Quadrant CRA (LHM Development) Increment & Budget Analysis</p> | |
| Projected Cumulative Real Property Value (Building & Land) ¹ | |
| Personal Property Value ² | |
| Total Estimated Assessed Value | |
| Base Year Value (Building and Land) | |
| Less Base Year Value | |
| Total Projected Incremental Value | |
| Tax Rate & Increment Analysis | 2023 Tax Rate / |
| | <i>Participation Rates</i> |
| South Jordan City | 0.001425 |
| TOTAL ANNUAL INCREMENTAL VALUE (City is only participant) | |
| PROJECT AREA BUDGET | |
| Source of Funds | |
| City Property Tax Increment for Budget (Participation rate 90%) | 90% |
| Uses of Tax Increment Funds | |
| Redevelopment Activities (Infrastructure, Incentives, etc.) | 80% |
| CRA Housing Requirement (10.0%) | 10% |
| RDA Administration (5.0%) | 5% |
| Maintenance (5%) | 5% |
| TOTAL USES OF INCREMENT | |
| REMAINING REVENUE FOR CITY | |
| Annual Revenue from Base Year Value | 0.001425 |
| Remaining Incremental Value from Development | |
| TOTAL REMAINING REVENUE FOR CITY | |
| Footnotes | |
| 1 - Residential values that are included have been discounted by 45%. | |
| 2 - Due to difficulty in estimating personal property at this time, no valuations for personal property have been included but related incremental tax will still benefit the project. | |

DRAFT August 18, 2023

| ASSUMPTIONS: | | | | |
|--|---------------|----------------|----------------|----------------|
| Discount Rate | | 4.0% | | |
| No annual inflation has been added to what values the Developer provided | | | | |
| Payment Year | 2024 | 2025 | 2026 | 2027 |
| Tax Year | 2023 | 2024 | 2025 | 2026 |
| 2026 Trigger Year | YEAR 1 | | | YEAR 2 |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| - | - | - | - | - |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) |
| \$ 34,381,603 | \$ 41,786,803 | \$ 113,011,657 | \$ 235,298,731 | \$ 370,085,805 |
| \$ - | \$ - | \$ - | \$ 335,301 | \$ 527,372 |
| - | - | - | 335,301 | 527,372 |
| - | - | - | 301,771 | 474,635 |
| - | - | - | \$ 241,416 | \$ 379,708 |
| - | - | - | 30,177 | 47,464 |
| - | - | - | 15,089 | 23,732 |
| - | - | - | 15,089 | 23,732 |
| - | - | - | \$ 301,771 | \$ 474,635 |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| - | - | - | 33,530 | 52,737 |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 283,439 | \$ 302,647 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| 2028 | 2029 | 2030 | 2031 | 2032 |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| 2027 | 2028 | 2029 | 2030 | 2031 |
| YEAR 3 | YEAR 4 | YEAR 5 | YEAR 6 | YEAR 7 |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| - | - | - | - | - |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 502,281,059 | \$ 617,278,069 | \$ 708,153,669 | \$ 762,104,249 | \$ 804,509,449 |
| | | | | |
| \$ 715,751 | \$ 879,621 | \$ 1,009,119 | \$ 1,085,999 | \$ 1,146,426 |
| 715,751 | 879,621 | 1,009,119 | 1,085,999 | 1,146,426 |
| 644,175 | 791,659 | 908,207 | 977,399 | 1,031,783 |
| | | | | |
| \$ 515,340 | \$ 633,327 | \$ 726,566 | \$ 781,919 | \$ 825,427 |
| 64,418 | 79,166 | 90,821 | 97,740 | 103,178 |
| 32,209 | 39,583 | 45,410 | 48,870 | 51,589 |
| <u>32,209</u> | <u>39,583</u> | <u>45,410</u> | <u>48,870</u> | <u>51,589</u> |
| \$ 644,175 | \$ 791,659 | \$ 908,207 | \$ 977,399 | \$ 1,031,783 |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| <u>71,575</u> | <u>87,962</u> | <u>100,912</u> | <u>108,600</u> | <u>114,643</u> |
| \$ 321,484 | \$ 337,871 | \$ 350,821 | \$ 358,509 | \$ 364,552 |
| | | | | |
| 2033 | 2034 | 2035 | 2036 | 2037 |
| 2032 | 2033 | 2034 | 2035 | 2036 |
| YEAR 8 | YEAR 9 | YEAR 10 | YEAR 11 | YEAR 12 |
| \$ 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |
| - | - | - | - | - |
| \$ 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | | |
|----|----------------------|----------------------|----------------------|----------------------|----------------------|
| | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ | 847,321,935 | \$ 887,135,315 | \$ 922,135,315 | \$ 961,948,695 | \$ 996,948,695 |
| | | | | | |
| \$ | 1,207,434 | \$ 1,264,168 | \$ 1,314,043 | \$ 1,370,777 | \$ 1,420,652 |
| | 1,207,434 | 1,264,168 | 1,314,043 | 1,370,777 | 1,420,652 |
| | 1,086,690 | 1,137,751 | 1,182,639 | 1,233,699 | 1,278,587 |
| | | | | | |
| \$ | 869,352 | \$ 910,201 | \$ 946,111 | \$ 986,959 | \$ 1,022,869 |
| | 108,669 | 113,775 | 118,264 | 123,370 | 127,859 |
| | 54,335 | 56,888 | 59,132 | 61,685 | 63,929 |
| | <u>54,335</u> | <u>56,888</u> | <u>59,132</u> | <u>61,685</u> | <u>63,929</u> |
| \$ | 1,086,690 | \$ 1,137,751 | \$ 1,182,639 | \$ 1,233,699 | \$ 1,278,587 |
| | | | | | |
| \$ | 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| | <u>120,743</u> | <u>126,417</u> | <u>131,404</u> | <u>137,078</u> | <u>142,065</u> |
| \$ | 370,653 | \$ 376,326 | \$ 381,314 | \$ 386,987 | \$ 391,975 |

DRAFT August 18, 2023

| 2038 | 2039 | 2040 | 2041 | 2042 |
|------------------|------------------|------------------|------------------|------------------|
| 2037 | 2038 | 2039 | 2040 | 2041 |
| YEAR 13 | YEAR 14 | YEAR 15 | YEAR 16 | YEAR 17 |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| - | - | - | - | - |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) | (175,375,000) |
| \$ 1,031,948,695 | \$ 1,071,102,075 | \$ 1,083,602,075 | \$ 1,096,102,075 | \$ 1,113,415,455 |
| \$ 1,470,527 | \$ 1,526,320 | \$ 1,544,133 | \$ 1,561,945 | \$ 1,586,617 |
| 1,470,527 | 1,526,320 | 1,544,133 | 1,561,945 | 1,586,617 |
| 1,323,474 | 1,373,688 | 1,389,720 | 1,405,751 | 1,427,955 |
| \$ 1,058,779 | \$ 1,098,951 | \$ 1,111,776 | \$ 1,124,601 | \$ 1,142,364 |
| 132,347 | 137,369 | 138,972 | 140,575 | 142,796 |
| 66,174 | 68,684 | 69,486 | 70,288 | 71,398 |
| <u>66,174</u> | <u>68,684</u> | <u>69,486</u> | <u>70,288</u> | <u>71,398</u> |
| \$ 1,323,474 | \$ 1,373,688 | \$ 1,389,720 | \$ 1,405,751 | \$ 1,427,955 |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| <u>147,053</u> | <u>152,632</u> | <u>154,413</u> | <u>156,195</u> | <u>158,662</u> |
| \$ 396,962 | \$ 402,541 | \$ 404,323 | \$ 406,104 | \$ 408,571 |
| 2043 | 2044 | 2045 | 2046 | 2047 |
| 2042 | 2043 | 2044 | 2045 | 2046 |
| YEAR 18 | YEAR 19 | YEAR 20 | YEAR 21 | YEAR 22 |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| | | | | |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 1,125,915,455 | \$ 1,138,415,455 | \$ 1,150,286,002 | \$ 914,987,271 | \$ 780,200,197 |
| | | | | |
| \$ 1,604,430 | \$ 1,622,242 | \$ 1,639,158 | \$ 1,303,857 | \$ 1,111,785 |
| 1,604,430 | 1,622,242 | 1,639,158 | 1,303,857 | 1,111,785 |
| 1,443,987 | 1,460,018 | 1,475,242 | 1,173,471 | 1,000,607 |
| | | | | |
| \$ 1,155,189 | \$ 1,168,014 | \$ 1,180,193 | \$ 938,777 | \$ 800,485 |
| 144,399 | 146,002 | 147,524 | 117,347 | 100,061 |
| 72,199 | 73,001 | 73,762 | 58,674 | 50,030 |
| <u>72,199</u> | <u>73,001</u> | <u>73,762</u> | <u>58,674</u> | <u>50,030</u> |
| \$ 1,443,987 | \$ 1,460,018 | \$ 1,475,242 | \$ 1,173,471 | \$ 1,000,607 |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 249,909 |
| <u>160,443</u> | <u>162,224</u> | <u>163,916</u> | <u>130,386</u> | <u>111,179</u> |
| \$ 410,352 | \$ 412,134 | \$ 413,825 | \$ 380,295 | \$ 361,088 |

| 2048 | 2049 | 2050 | 2051 | 2052 |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| 2047 | 2048 | 2049 | 2050 | 2051 |
| YEAR 23 | YEAR 24 | YEAR 25 | YEAR 26 | YEAR 27 |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |
| | | | | |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |
| 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 | 175,375,000 |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> |
| \$ 648,004,943 | \$ 533,007,933 | \$ 442,132,333 | \$ 388,181,753 | \$ 345,776,553 |

Southwest Quadrant Urban Center**DRAFT Amended Community Reinvestment Area Budget**

DRAFT August 18, 2023

| | | | | | | | | | |
|----|----------------|----|----------------|----|----------------|----|----------------|----|----------------|
| \$ | 923,407 | \$ | 759,536 | \$ | 630,039 | \$ | 553,159 | \$ | 492,732 |
| | 923,407 | | 759,536 | | 630,039 | | 553,159 | | 492,732 |
| | 831,066 | | 683,583 | | 567,035 | | 497,843 | | 443,458 |
| \$ | 664,853 | \$ | 546,866 | \$ | 453,628 | \$ | 398,274 | \$ | 354,767 |
| | 83,107 | | 68,358 | | 56,703 | | 49,784 | | 44,346 |
| | 41,553 | | 34,179 | | 28,352 | | 24,892 | | 22,173 |
| | <u>41,553</u> | | <u>34,179</u> | | <u>28,352</u> | | <u>24,892</u> | | <u>22,173</u> |
| \$ | 831,066 | \$ | 683,583 | \$ | 567,035 | \$ | 497,843 | \$ | 443,458 |
| \$ | 249,909 | \$ | 249,909 | \$ | 249,909 | \$ | 249,909 | \$ | 249,909 |
| | <u>92,341</u> | | <u>75,954</u> | | <u>63,004</u> | | <u>55,316</u> | | <u>49,273</u> |
| \$ | 342,250 | \$ | 325,863 | \$ | 312,913 | \$ | 305,225 | \$ | 299,183 |

| 2053 | 2054 | 2055 | | |
|----------------------|----------------------|----------------------|----------------------------|---------------|
| 2052 | 2053 | 2054 | | |
| YEAR 28 | YEAR 29 | YEAR 30 | TOTAL (FV) | TOTAL (NPV) |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | \$ 62,534,774 |
| - | - | - | \$ - | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| 175,375,000 | 175,375,000 | 175,375,000 | | |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| | | | | |
| \$ 431,724 | \$ 374,990 | \$ 325,115 | \$ 31,738,376 | \$ 18,456,978 |
| 431,724 | 374,990 | 325,115 | 31,738,376 | |
| | | | | |
| 388,551 | 337,491 | 292,603 | \$ 28,564,539 | \$ 16,611,280 |
| | | | | |
| \$ 310,841 | \$ 269,993 | \$ 234,083 | \$ 22,851,631 | \$ 13,289,024 |
| 38,855 | 33,749 | 29,260 | \$ 2,856,454 | \$ 1,661,128 |
| 19,428 | 16,875 | 14,630 | \$ 1,428,227 | \$ 830,564 |
| <u>19,428</u> | <u>16,875</u> | <u>14,630</u> | <u>\$ 1,428,227</u> | \$ 830,564 |
| \$ 388,551 | \$ 337,491 | \$ 292,603 | \$ 28,564,539 | |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 8,247,009 | |
| <u>43,172</u> | <u>37,499</u> | <u>32,511</u> | <u>\$ 3,173,838</u> | |
| \$ 293,082 | \$ 287,408 | \$ 282,421 | \$ 11,420,847 | |

| 2053 | 2054 | 2055 | | |
|----------------------|----------------------|----------------------|----------------------------|---------------|
| 2052 | 2053 | 2054 | | |
| YEAR 28 | YEAR 29 | YEAR 30 | TOTAL (FV) | TOTAL (NPV) |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | \$ 62,534,774 |
| - | - | - | \$ - | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| 175,375,000 | 175,375,000 | 175,375,000 | | |
| <u>(175,375,000)</u> | <u>(175,375,000)</u> | <u>(175,375,000)</u> | | |
| \$ 302,964,067 | \$ 263,150,687 | \$ 228,150,687 | \$ 228,150,687 | |
| | | | | |
| \$ 431,724 | \$ 374,990 | \$ 325,115 | \$ 31,738,376 | \$ 18,456,978 |
| 431,724 | 374,990 | 325,115 | 31,738,376 | |
| | | | | |
| 388,551 | 337,491 | 292,603 | \$ 28,564,539 | \$ 16,611,280 |
| | | | | |
| \$ 310,841 | \$ 269,993 | \$ 234,083 | \$ 22,851,631 | \$ 13,289,024 |
| 38,855 | 33,749 | 29,260 | \$ 2,856,454 | \$ 1,661,128 |
| 19,428 | 16,875 | 14,630 | \$ 1,428,227 | \$ 830,564 |
| <u>19,428</u> | <u>16,875</u> | <u>14,630</u> | <u>\$ 1,428,227</u> | \$ 830,564 |
| \$ 388,551 | \$ 337,491 | \$ 292,603 | \$ 28,564,539 | |
| | | | | |
| \$ 249,909 | \$ 249,909 | \$ 249,909 | \$ 8,247,009 | |
| <u>43,172</u> | <u>37,499</u> | <u>32,511</u> | <u>\$ 3,173,838</u> | |
| \$ 293,082 | \$ 287,408 | \$ 282,421 | \$ 11,420,847 | |