

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of creation for the 1000 NORTH RETAIL COMMUNITY REINVESTMENT PROJECT AREA PLAN, located in TOOELE CITY, dated OCTOBER, 17, 2023, complying with Sections §17C-1-201.5 and §67-1a-6.5, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the 1000 NORTH RETAIL COMMUNITY REINVESTMENT PROJECT AREA PLAN, located in TOOELE COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 11th day of December, 2023 at Salt Lake City, Utah.



A handwritten signature in black ink that reads "Deidre M. Henderson".

DEIDRE M. HENDERSON
Lieutenant Governor

NOTICE OF IMPENDING BOUNDARY ACTION

October 17, 2023

Lieutenant Governor Diedre Henderson
State Capitol Complex
PO Box 142325
Salt Lake City, UT 84114-2325
Via email: munderwood@utah.gov

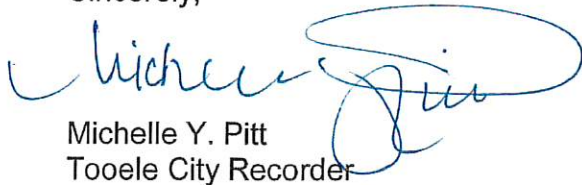
Dear Lieutenant Governor Henderson:

Notice is hereby given, in conformance with the applicable provision of Utah Code Annotated 67-1a-6.5, that the Tooele City Council has duly convened, pursuant to notice, on December 6, 2017, and approved an Ordinance creating and adopting the 1000 North Retail Community Reinvestment Project Area Plan, a copy of which is attached.

Tooele City Corporation has taken all necessary actions to adopt and create the 1000 North Retail Community Reinvestment Project Area Plan, as approved by the Redevelopment Agency of Tooele City, Utah, of approximately 33 acres. All requirements have been met evidenced by the enclosed Tooele City Ordinance 2017-29, its exhibits, and the site plan map.

We look forward to receiving the applicable Certificate from your office.

Sincerely,


Michelle Y. Pitt
Tooele City Recorder



Utah Retirement Systems

Retirement Office

560 East 200 South | Salt Lake City, UT 84102-2021
801-366-7700 | 800-365-8772 | Fax: 801-366-7734
www.urs.org

Daniel D. Andersen
Executive Director

PEHP Health & Benefits

560 East 200 South | Salt Lake City, UT 84102-2004
801-366-7500 | 800-365-8772 | Fax: 801-366-7596
www.pehp.org

R. Chet Loftis
Managing Director

December 5, 2023

Sent Via Email to: mpitt@tooelecitv.gov

Tooele City
Michelle Pitt
City Recorder
90 N Main St
Tooele UT 84074

RE: URS Participation Tooele City Boundary Action

Dear Michelle Pitt:

When a local entity provides notice of a boundary action, Utah law requires the Utah State Retirement Office ("Office") provide a letter to that entity identifying the potential provisions under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act ("Retirement Act"), with which it shall comply. See Utah Code Ann. § 67-1a-6.5(3)(d). This letter serves as that official notice to Tooele City regarding its boundary action.

Tooele City is a participating employer under the Retirement Act, and it must comply with the participation requirements of the Retirement Act. Based upon the information provided, the Office does not believe that the boundary action will result in Tooele City creating new jobs; however, if it does, Tooele City must comply with the participating requirements of the Retirement Act. Further, Participating Employers of URS are required by Utah Code Ann. § 49-11-606 to "cover all employees eligible for service credit under this title."

Please note that the above-referenced laws are those used to determine eligibility for participation and are not the only laws with which a participating employer must comply. Participating employers are required to "inform themselves of their rights and obligations" under Title 49 and should become familiar with all provisions of the Retirement Act.

Please do not hesitate to contact me if you have any questions.

Sincerely,

/s/ Daniel D. Andersen

Daniel D. Andersen
Executive Director
Utah State Retirement Office

cc: Dee Larsen, URS General Counsel
James D. Hammer, URS Employer Services Director

When recorded, please mail to:
Redevelopment Agency of Tooele City
C/O Tooele City Recorder
90 N Main Street, Tooele UT 84074
Affected parcels: 02-004-0-0066, 02-004-0-0070, 02-004-0-0062, 02-004-0-0063

AMENDED NOTICE OF ADOPTION OF THE 1000 NORTH RETAIL COMMUNITY REINVESTMENT PROJECT AREA PLAN

On August 8, 2023 a Notice of Adoption of the 1000 North Retail Community Reinvestment Project Area Plan was recorded at Tooele County (Entry #592968). The Notice provided a boundary description of four unique parcels, which if combined would match the description shown below in item 2. This amended notice serves to clarify that the boundary shown on the Local Entity Plat Map and the original Notice (Entry #592968) is the same. This amended notice provides the updated boundary description, which is comprised and identical to that of the same four parcels.

Pursuant to Section 17C-5-111, Utah Code Annotated, 1953, as amended, the following information is recorded in the Office of the Recorder of Tooele County:

- (1) The name of the Community Reinvestment Project Area. The 1000 North Retail Community Reinvestment Project Area.
- (2) A boundary description of the 1000 North Retail Community Reinvestment Project Area. The Project Area included the following land within Tooele City:

A parcel of land, situated in the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Tooele County, Utah more particularly described as follows:

Beginning at a point which is located South 89°43'20" West 1393.04 feet along the section line, and South 0°16'40" East 188.60 feet to the Point of Beginning from the Northeast Corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North 89°20'34" West 308.78 feet;

thence South 0°35'42" West 303.70 feet;

thence South 89°20'34" East 68.04 feet;

thence South 0°39'26" West 25.00 feet;

thence South 89°20'34" East 180.00 feet;

thence North 0°39'26" East 25.00 feet;

thence South 89°20'34" East 60.68 feet to the Westerly Right of Way line of Utah State

Highway No. 36;
thence South 1°32'46" West 712.55 feet along said Westerly line;
thence North 89°14'12" West 301.31 feet;
thence South 1°43'18" West 163.83 feet;
thence South 89°45'23" West 916.84 feet;
thence North 0°12'04" West 569.90 feet along Centerline of 200 West;
thence North 89°47'24" East 41.78 feet to Easterly Right of Way line of 200 West Street;
thence North 0°12'21" West 732.95 feet along said Right of Way line;
thence North 89°45'57" East 1187.58 feet;
thence Southeasterly 25.84 feet along the arc of a 39.00 foot radius curve to the right
(center bears South 20°23'41" West and the chord bears South 50°37'27" East 25.37 feet
with a central angle of 37°57'44");
thence South 0°35'17" East 112.15 feet to the Point of Beginning.
Contains 1,426,323 square feet or 32.93 acres

- (3) A statement that the community legislative body adopted the Community Reinvestment Project Area Plan and the day on which the Plan was adopted. By Ordinance 2017-29 dated December 6th, 2017, the Tooele City Council adopted the 1000 North Retail Community Reinvestment Project Area Plan (the "Plan").



Debra E. Winn, Executive Director
For the Redevelopment Agency
of Tooele City, Utah

STATE OF UTAH)

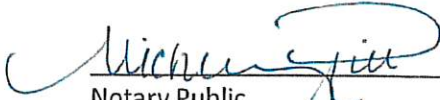
:SS.

COUNTY OF TOOELE)

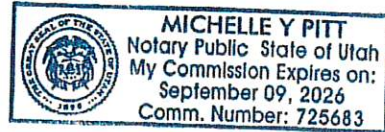
On the 17th day of October, 2023, personally appeared before me, Debra E. Winn, the signer of the within instrument, who duly acknowledged to me that she executed the same.

My Commission Expires:

9-9-2023



Notary Public
Residing at: Tooele County



TOOELE CITY CORPORATION

ORDINANCE 2017-29

AN ORDINANCE ADOPTING THE 1000 NORTH RETAIL COMMUNITY REINVESTMENT PROJECT AREA PLAN, AS APPROVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, AS THE OFFICIAL COMMUNITY REINVESTMENT PROJECT AREA PLAN FOR THE PROJECT AREA, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.

WHEREAS the Board of the Redevelopment Agency of Tooele City, Utah (the "Agency"), having prepared a Project Area Plan (the "Plan") for the 1000 North Retail Community Reinvestment Project Area (the "Project Area"), attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated ("UCA") § 17C-5-105 and having held the required public hearing on the Plan on December 6, 2017, pursuant to UCA § 17C-5-104, adopted the Plan as the Official Community Reinvestment Plan for the Project Area; and,

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

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL AS FOLLOWS:

1. The Tooele City Council hereby adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community reinvestment plan for the Project Area (the "Official Plan").
2. City staff and its consultants are hereby authorized to prepare and to publish or cause to be published the notice required by UCA § 17C-5-110, whereupon the Official Plan shall become effective pursuant to UCA § 17C-5-110(2).
3. Pursuant to UCA § 17C-5-110(5), the Agency may proceed to carry out the Official Plan upon its adoption.
4. This Ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage and publication of a summary as provided by law, by authority of the Tooele City Chapter.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and its residents and businesses and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this 6th day of December, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

Donna Sue Weeks _____

Paul R. Smith _____

Debra L. Williams _____

Steve _____

Jim McCall _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Patrick J. Mulvaney

ATTEST:

Michelle Y. Pitt
Michelle Y. Pitt, City Recorder

SEAL

Approved as to Form:

Roger Evans Baker
Roger Evans Baker, City Attorney

Exhibit A: PROJECT AREA LEGAL DESCRIPTION

Real property in the County of Tooele, State of Utah, described as follows:

PARCEL 1:

A parcel of land located within the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele City, Tooele County, Utah more particularly described as follows:

Commencing at the North Quarter Corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, thence North 89°43'06" East 149.82 feet along the North line of said Section 21 to the point of beginning of the parcel herein described, thence continuing North 89°43'06" East 1124.94 feet along the North line of Section 21 to the West boundary of Utah State Highway No. 36; thence the following 2 courses along said West boundary of Highway No. 36, South 06°34'56" West 34.33 feet to the point of curvature of a curve to the left; thence along said curve having a radius of 2914.80 feet through a central angle of 3°03'11", a distance along the arc of 155.31 feet to the Northeast Corner of the Walker Investments Parcel; thence North 89°20'48" West 315.51 feet to a point on an existing fence line and the Northwest Corner of the Walker Investments Parcel; thence South 00°35'28" West 603.70 feet along said fence line to the Southwest Corner of the IHC Health Services, Inc. Parcel; thence South 85°11'32" West 77.78 feet; thence South 89°47'24" West 705.18 feet; thence North 00°12'36" West 792.26 feet to the point of beginning.

LESS AND EXCEPT therefrom any portion lying within the bounds of 1000 North Street, that portion conveyed to the City of Tooele, as set forth in that certain Warranty Deed (Controlled Access) recorded November 21, 2006 as Entry No. 272445 of Official Records, being more particularly described as follows:

From the Northwest Corner of the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian proceed North 89°43'06" East 149.82 feet along the North line of said Section 21 to a point of beginning; thence continuing North 89°43'06" East 1124.94 feet along the North line of Section 21; thence South 6°34'56" West 34.33 feet; thence along the arc of a 2914.80 foot Radius Curve to the left 155.31 feet through a central angle of 3°03'11" the chord of which bears South 5°03'21" West 155.30 feet; thence North 89°20'48" West 6.73 feet; thence North 0°35'31" East 112.15 feet; thence along the arc of a 39.0 foot Radius Curve to the left 25.84 feet, through a central angle of 37°58'01", the chord of which bears North 50°37'41" West 25.37 feet; thence South 89°45'43" West 1081.92 feet; thence North 0°12'43" West 59.40 feet to the point of beginning.

PARCEL 2:

A parcel of land located within the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele City, Tooele County, Utah more particularly described as follows:

Commencing at the North Quarter corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, thence North 89°43'06" East 1274.76 feet along the North line of said Section 21 to the West boundary of Utah State Highway No. 36; thence the following three

courses along said West boundary of Highway 36, South 06°34'56" West 34.33 feet to the point of curvature of a curve to the left; thence along said curve having a radius of 2914.80 feet through a central angle of 5°02'24", a distance along the arc of 256.40 feet; thence South 01°32'32" West 202.70 feet to the point of beginning of the parcel herein described, thence continuing along the West boundary of Highway No. 36, South 01°32'32" West 300.04 feet; thence North 89°20'48" West 303.74 feet; thence North 00°35'28" East 300.00 feet along an existing fence line; thence the following 5 courses: South 89°20'48" East 68.04 feet; South 00°39'12" West 25.00 feet; South 89°20'48" East 180.00 feet; North 00°39'12" East 25.00 feet; South 89°20'48" East 60.68 feet to a point on the West boundary of Utah State Highway No. 36 and the point of beginning.

PARCEL 3:

A parcel of land located within the Northeast quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele City, Tooele County, Utah more particularly described as follows:

Commencing at the North Quarter corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, thence South 00°12'36" East 792.26 feet along the West line of the Northeast Quarter of said Section 21 to the point of beginning; thence North 89°47'24" East 855.00 feet; thence North 85°11'32" East 77.78 feet; thence South 89°20'48" East 303.74 feet to a point on the West boundary of Utah State Highway No. 36; thence South 01°32'32" West 412.51 feet along said West boundary of Highway No. 36 to the Northeast corner of the Lee & G Investments, L.L.C. Parcel; thence North 89°14'26" West 301.31 feet to the Northwest corner of the Lee & G Investments, L.L.C. Parcel; thence South 01°43'04" West 163.83 feet to the Southwest corner of the Lee & G Investments, L.L.C. Parcel; thence South 89°45'09" West 916.84 feet to a point on the West line of said Northeast quarter of Section 21; thence North 00°12'36" West 569.90 feet along the West line of the Northeast quarter of said Section 21 to the point of beginning.

LESS AND EXCEPT any portion lying within the bounds of 200 West Street.

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2017-08

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH ("RDA") ADOPTING AN OFFICIAL PROJECT AREA PLAN FOR 1000 NORTH RETAIL COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS, the Redevelopment Agency of Tooele City, Utah (the "Agency") was created to transact the business and exercise the powers provided for in the current Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code Ann. 1953, as amended (the "Act"); and,

WHEREAS, Tooele City, (the "City") has a planning commission and has adopted a general plan pursuant to applicable law; and,

WHEREAS, the Agency, by Resolution, has authorized the preparation of a draft project area plan as provided in Section 17C-5-103 of the Act, and the Plan has been prepared as provided in Section 17C-5-105 of the Act; and,

WHEREAS, pursuant to Section 17C-5-104 of the Act, the Agency has (a) prepared a draft 1000 North Retail Community Reinvestment Project Area Plan (the "Project Area Plan" or "Plan") and (b) made the draft Project Area Plan available to the public at the Agency's offices during normal business hours for 30 days prior to the date of adoption of the Plan; and,

WHEREAS, the Agency provided notice of the public hearing in compliance with Sections 17C-1-805, 806, 808, and 809; and,

WHEREAS, the Agency has held a public hearing on the draft Project Area Plan and at that Plan hearing (a) allowed public comment on the draft Project Area Plan and whether the draft Project Area Plan should be revised, approved or rejected, and (b) received all written and heard all oral objections to the draft Project Area Plan; and,

WHEREAS, after holding the public hearing, and at the same meeting, the Agency considered the oral and written objections to the draft Project Area Plan, and whether to revise, approve or reject the draft Project Area Plan:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH:

Section 1. Adoption of Project Area Plan. It has become necessary and desirable to adopt the draft Project Area Plan as the official Project Area Plan for the Project Area. The draft Project Area Plan, in the form attached hereto as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby designated and adopted as the official Project Area Plan for the Project Area. The Agency shall submit the Project Area Plan, together with a copy of this Resolution, to the Tooele City Council requesting

that the Project Area Plan be adopted by ordinance, by the legislative body of Tooele City in accordance with the provisions of the Act.

Section 2. Legal Description of the Project Area Boundaries. The legal description of the boundaries of the Project Area covered by the Project Area Plan is attached hereto and incorporated herein as **Exhibit A**. A map of the Project Area is attached and incorporated herein as **Exhibit B**.

Section 3. Agency's Purposes and Intent. The Agency's purposes and intent with respect to the Project Area are to accomplish the following:

- A. Provide essential governmental services to the Project Area by providing a mechanism to develop public infrastructure within or to serve the Project Area.
- B. Encourage and accomplish appropriate private development and community development activities within the Project Area.
- C. Provide for the strengthening of the tax base and economic health of the community.

Section 4. Project Area Plan Incorporated by Reference. The Project Area Plan, together with supporting documents, in the form attached as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby incorporated herein by reference, and made a part of this Resolution. Copies of the Project Area Plan shall be filed and maintained in the office of the Agency and the City Recorder for public inspection.

Section 5. Agency Board Findings. The Agency Board hereby determines and finds as follows:

The adoption of the Project Area Plan will:

- A. Satisfy a public purpose by, among other things, encouraging and accomplishing appropriate community development and reinvestment activities within the Project Area;
- B. Provide a public benefit in the form of, among other things, increased development activity within the boundaries of the Agency, including in particular within the Project Area, that is desirable and will enhance the tax base of all taxing entities within the Project Area;
- C. Be economically sound and feasible; in that the revenue needed for the implementation of the Project Area Plan will come from incremental property taxes generated by new private development within the Project Area, all as further shown and supported by the analysis contained in the Project Area Plan;
- D. Conform to the City's general plan in that, among other things, the Project Area Plan provides that all development in the Project Area is to be in accordance with the City's zoning ordinances and requirements, and the development activities contemplated by the Project Area Plan are in harmony with the City's general plan; and,

E. Promote the public peace, health, safety and welfare of the citizens of the City.

Section 6. Financing. Subject to any limitations required by currently existing law (unless a limitation is subsequently eliminated), this Resolution hereby specifically incorporates all of the provisions of the Act that authorize or permit the Agency to receive funding for the Project Area and that authorize the various uses of such funding by the Agency, and to the extent greater (or more beneficial to the Agency) authorization for receipt of funding by the Agency or use thereof by the Agency is provided by any amendment of the Act or by any successor provision, law or act, those are also specifically incorporated herein. It is the intent of this Resolution that the Agency shall have the broadest authorization and permission for receipt of and use of sales tax, tax increment and other funding as is authorized by law, whether by existing or amended provisions of law. This Resolution also incorporates the specific provisions relating to funding of community reinvestment project areas permitted by Chapter 5 of the Act.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption, and pursuant to the provisions of the Act, the Project Area Plan shall become effective upon adoption by Ordinance of the legislative body of the City.

IN WITNESS WHEREOF, the Governing Board of the Redevelopment Agency of Tooele City, has approved, passed and adopted this Resolution this 6th day of December, 2017.

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(For)

(Against)

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

ABSTAINING: _____

ATTEST:

[Signature]

Michelle Y. Pitt, RDA Secretary

SEAL



Approved as to Form:

[Signature]
Roger Evans Baker, RDA Attorney

EXHIBIT A – LEGAL DESCRIPTION OF THE PROJECT AREA

Real property in the County of Tooele, State of Utah, described as follows:

PARCEL 1:

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LESS AND EXCEPT therefrom any portion lying within the bounds of 1000 North Street, that portion conveyed to the City of Tooele, as set forth in that certain Warranty Deed (Controlled Access) recorded November 21, 2006 as Entry No. 272445 of Official Records, being more particularly described as follows:

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PARCEL 2:

A parcel of land located within the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele City, Tooele County, Utah more particularly described as follows:

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courses along said West boundary of Highway 36, South 06°34'56" West 34.33 feet to the point of curvature of a curve to the left; thence along said curve having a radius of 2914.80 feet through a central angle of 5°02'24", a distance along the arc of 256.40 feet; thence South 01°32'32" West 202.70 feet to the point of beginning of the parcel herein described, thence continuing along the West boundary of Highway No. 36, South 01°32'32" West 300.04 feet; thence North 89°20'48" West 303.74 feet; thence North 00°35'28" East 300.00 feet along an existing fence line; thence the following 5 courses: South 89°20'48" East 68.04 feet; South 00°39'12" West 25.00 feet; South 89°20'48" East 180.00 feet; North 00°39'12" East 25.00 feet; South 89°20'48" East 60.68 feet to a point on the West boundary of Utah State Highway No. 36 and the point of beginning.

PARCEL 3:

A parcel of land located within the Northeast quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele City, Tooele County, Utah more particularly described as follows:

Commencing at the North Quarter corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, thence South 00°12'36" East 792.26 feet along the West line of the Northeast Quarter of said Section 21 to the point of beginning; thence North 89°47'24" East 855.00 feet; thence North 85°11'32" East 77.78 feet; thence South 89°20'48" East 303.74 feet to a point on the West boundary of Utah State Highway No. 36; thence South 01°32'32" West 412.51 feet along said West boundary of Highway No. 36 to the Northeast corner of the Lee & G Investments, L.L.C. Parcel; thence North 89°14'26" West 301.31 feet to the Northwest corner of the Lee & G Investments, L.L.C. Parcel; thence South 01°43'04" West 163.83 feet to the Southwest corner of the Lee & G Investments, L.L.C. Parcel; thence South 89°45'09" West 916.84 feet to a point on the West line of said Northeast quarter of Section 21; thence North 00°12'36" West 569.90 feet along the West line of the Northeast quarter of said Section 21 to the point of beginning.

LESS AND EXCEPT any portion lying within the bounds of 200 West Street.

EXHIBIT B – MAP OF THE PROJECT AREA

EXHIBIT C – PROJECT AREA PLAN

1000 NORTH RETAIL COMMUNITY
DEVELOPMENT RENVESTMENT
DRAFT PROJECT AREA PLAN

Redevelopment Agency of Tooele City

September 2017

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SECTION 1: INTRODUCTION

The Redevelopment Agency of Tooele City (the "Agency"), following consideration of the needs and desires of Tooele City (the "City") and its residents, as well as the City's capacity for new development, has prepared this Project Area Plan (the "Plan") for the 1000 North Retail Community Development Reinvestment Project Area (the "Project Area"). This Plan is the result of an evaluation of the type of development that would provide significant economic development return for the City and adequate return on the investment to the City and the developer. The Plan is envisioned to define the methods and means of development for the Project Area from its current state, to a higher and better use. The City has determined that it is in the best interest of its residents to assist in the development of the Project Area. It is the purpose of this Plan to set forth the objectives of this development, its scope, its mechanism, and its value to the residents of the City and other taxing districts.

The Project is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been undertaken as part of the establishment of the Project Area.

SECTION 2: DEFINITIONS

As used in this plan

- 2.1 "Act" means Title 17C of the Utah Code Annotated ("UCA") 1953, as amended: the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act, as amended, or such successor law or act as may from time to time be enacted.
- 2.2 "Agency" means the Redevelopment Agency of Tooele City, created and operating pursuant to UCA 17C-1-101 and its predecessor or successor statutes, as designated by Tooele City to act as the redevelopment agency.
- 2.3 "Agencies Board" means the governing body of Tooele City
- 2.4 "Base Taxable Value" has the same meaning that it bears in the Act (UCA 17C-1-102(8)). "Base Taxable Value" is synonymous with "Base Year Taxable Value", "Base Year Value", and "Base Value".
- 2.5 "Base Tax Amount" means a sum equal to the tax revenue arising from the Project Area during the Base Year, which is calculated as the product of the Base Taxable Value and the certified tax rate in effect during the Base Year.

- 2.6 "Base Year" means the Tax Year during which the Project Area Budget is approved pursuant to UCA 17C-1-102 (9) (a).
- 2.7 "Bond" means any bonds, notes, interim certificates, or other obligations issued by an agency.
- 2.8 "City" means Tooele City, a political subdivision of the State of Utah.
- 2.9 "County" means Tooele County, a political subdivision of the State of Utah.
- 2.10 "Comprehensive General Plan" or "General Plan" means the general plan adopted by the City under the provisions of UCA 10-9a-401
- 2.11 "Community Development" means development activities within a community, including the encouragement, promotion, or provision of development.
- 2.12 "Community Reinvestment Project Area Plan" means a project area plan, as defined by UCA 17C-1-102(21) of the Act, designed to foster project area development, as defined in UCA 17C-1-102 (47) of the Act, developed by the Agency and adopted by ordinance of the governing body of the City, to guide and control community development undertakings in a specific project area.
- 2.13 "Governing Body" means (a) in reference to the Redevelopment Agency of Tooele City; the Board of the Agency, or (b) if used in reference to Tooele City, the City Council of Tooele City.
- 2.14 "Project Area" means the 1000 North Retail Community Reinvestment Project Area, as selected by resolution of the Agency.
- 2.15 "Property Taxes" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.
- 2.16 "Taxing Entities" means the public entities, including the state, county, city, school district, special district, or other public body, which levy property taxes on any parcel or parcels of property located within the Joint Project Area.
- 2.17 "Tax Increment" means that portion of the levied taxes each year in excess of the base tax amount, which excess amount is paid into a special fund of the Agency, pursuant to UCA 17C-1-102(60)(a) and Part 5 of UCA Chapter 17C-1, as amended.
- 2.18 "Tax Year" means the 12 month period between sequential tax role equalizations (November 1st through October 31st) of the following year, e.g., the Nov. 1, 2016- Oct. 31, 2017 tax year).

SECTION 3: DESCRIPTION OF COMMUNITY REINVESTMENT PROJECT AREA

The Project Area lies entirely within the boundaries of the City and is located along SR 36 and 1000 North. The property encompasses approximately 57 acres of land, as delineated in the office of the Utah County Recorder.

The Project Area encompasses all of the parcels outlined and attached hereto in APPENDIX A.

A map of the Project Area is attached hereto in APPENDIX B.

SECTION 4: PROJECT AREA CHARACTERISTICS AND HOW THEY WILL BE AFFECTED BY COMMUNITY DEVELOPMENT

LAND USES IN THE PROJECT AREA

The Project Area currently consists primarily of vacant underutilized land. The Project Area is designated for commercial, office and residential use. This Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated.

Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Plan shall be undertaken in accordance with the requirements of the revised Ordinances of the City, and all other applicable laws including all goals and objectives in the City General Plan.

LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

The layout of principle streets within the Project Area are outlined in APPENDIX B.

POPULATION IN THE PROJECT AREA

The Project Area was laid out in order to create the least amount of disruption to existing residential structures. Currently there is no housing or population existing within the Project Area.

BUILDING INTENSITIES IN THE PROJECT AREA

Any new development within the Project Area will be required to meet all current or amended zoning requirements and design or development standards. The proposed development could include approximately 150,000 square feet of commercial space, and up to 312 residential units. There could be additional commercial or residential development constructed in the project area. .

SECTION 5: STANDARDS THAT WILL GUIDE COMMUNITY DEVELOPMENT

DEVELOPMENT OBJECTIVES

The Agency and City desire to maintain a high-quality mixed use development as a focal point to the City. The Agency and City want to guide development in order to ensure development standards blend harmoniously with the character of the City.

DESIGN OBJECTIVES

Development within the Project Area will be held to the highest quality design and construction standards, subject to (1) appropriate elements of the City General Plan; (2) the planning and zoning ordinances of the City; (3) other applicable building codes and ordinances of the City; (4) and Agency review to ensure consistency with this Plan.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, off-street parking to be provided, and any other data determined to be necessary, or requested by, the City or the Agency.

All development shall provide an attractive environment, blend harmoniously with the adjoining areas, and provide for the optimum amount of open space and well-landscaped area in relation to the new buildings. In addition, it shall maintain maximum availability of off-street parking, and comply with the provisions of this Plan.

APPROVALS

The Agency may have the right to approve the design and construction documents of any development within the Project Area to ensure that any development within the Project Area is consistent with this Project Area Plan.

SECTION 6: HOW THE PURPOSES OF THE STATE LAW WOULD BE ATTAINED BY COMMUNITY DEVELOPMENT

It is the intent of the Agency, with possible assistance from the City and in participation with potential developers and property owners, to accomplish the goals and objectives of this Project Area Plan, which will include the development contemplated within this Plan. This development will include the construction of public infrastructure, and the appropriate use of incentives permitted under the Act, to maximize the development within the Project Area which will be beneficial to the citizens of the City. This development will strengthen the community tax base and increase employment opportunities, which are objectives of the Community Reinvestment Act, and the State of Utah.

SECTION 7: HOW THE PLAN IS CONSISTENT WITH THE COMMUNITY'S GENERAL PLAN

This Plan and the development contemplated within the Project Area shall conform to the City General Plan and land use regulations.

SECTION 8: DESCRIPTION OF THE SPECIFIC PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT

The City has received a proposal for the development of the property within the Project Area. The proposed development will include commercial and multi storey residential, which will meet the objectives of the Agency for development and financial participation. These objectives include pursuing development of vacant parcels of property within the Project Area, land assemblage and installation and upgrade of public utilities in the Project Area, which will result in an economic increase to the Agency and City.

SECTION 9: WAYS IN WHICH PRIVATE DEVELOPERS WILL BE SELECTED TO UNDERTAKE THE COMMUNITY DEVELOPMENT

The City and Agency will select or approve such development, as solicited or presented to the Agency and City, that meets the development objectives set forth in this Plan. The City and Agency retain the right to approve or reject any such development plan(s) that, in their judgment, do not meet the development intent

for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, and/or from other such references and referrals.

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

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

SECTION 10: REASONS FOR THE SELECTION OF THE PROJECT AREA

This community reinvestment project area was selected by the Agency as an area within the City that presents an opportunity to strengthen the economic base of the City, and fulfill a public need through the investment of private capital. Boundaries of the Project Area were determined by the Agency after a review of a study area by members of the City staff, and consultant.

SECTION 11: DESCRIPTIONS OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE AREA

The Project Area consists of approximately 57 acres of property as shown in the Project Area Map. The Agency wants to encourage development and improvements as applicable, to increase the economic conditions within the Project Area that will provide a revenue source to assist the City in meeting its budget goal and requirements of providing necessary services to its citizens. Currently the property is vacant within the Project Area, and there are no significant physical or social conditions that need to be addressed.

SECTION 12: DESCRIPTIONS OF SOME INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA

The following describes incentives which the Agency intends to offer within the Project Area to developers, participants, and property owners as incentives to improve and develop property within the Project Area:

1. The Agency intends to use the tax increment approved by agreement with the Taxing Entities for public infrastructure improvements, construction of certain offsite improvements, removal of any impediments that would hinder the development required by this Plan, costs associated with permitting and entitling the property and other improvements as approved by the Agency.
2. Payments will be made to the developers as contemplated for improvements and developments as outlined and approved in the required development/participation agreement.
3. Expenditures approved and outlined in the adopted Project Area Budget

Except where the Agency issue Bonds or otherwise borrows or receives funds, the Agency expect to pay the City, developers, or participants for the agreed amounts, in the agreed upon time frame to the extent the tax increment funds are received and available.

SECTION 13: PLAN RESTRICTIONS

13.1 Eminent Domain

This Community Reinvestment Project Area Plan does not allow the Agency to acquire real property through the use of eminent domain.

13.2 Tax Increment

Use of tax increment is subject to approval of the Agency Project Area Budget through an interlocal agreement with any Taxing Entity that levies a certified tax rate within the Project Area. The use of tax increment is essential in meeting the objectives of this Plan.

SECTION 14: TECHNIQUES TO ACHIEVE THE PURPOSES OF THE COMMUNITY REINVESTMENT AGENCY ACT, AND THIS PLAN.

The Agencies will meet the purpose of the Community Reinvestment Agency Act, and this plan by implementing the following objectives:

14.1 Acquisition of Real Property

The Agency may acquire, but is not required to acquire, real property located in the Project Area, by gift, devise, exchange, purchase, or any other lawful method. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, and rights of way. The Agency shall not acquire real property without the consent of the owner.

14.2 Acquisition of Personal Property

Generally personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

14.3 Cooperation with the Community and Public Bodies

The community and certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, operation or implementation of this Project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of Community Development and the highest public good, including approval of the Project Area Budget, and participation in the funding of the Project Area by an interlocal agreement.

14.4 Property Management

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for economic development purposes.

14.5 Property Disposition and Development

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Community Reinvestment Plan. The Agency is authorized to install and construct, or to cause to be installed and constructed, public improvements, public facilities, and public utilities, within and without the Project Area, not prohibited by law, which are necessary to carry out this Community Reinvestment Plan; and in accordance with the terms and conditions of any existing agreements with the private developers and the approved Project Area Budget and interlocal agreements. The Agency is authorized to prepare or to cause to be prepared as building sites, any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated, any building or structures that may remain in the Project Area.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed, trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by, leases or sales, by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body 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 the development is carried out pursuant to this Community Reinvestment Plan. All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this Community Reinvestment Plan, to begin and complete development of property within a period of time, which the Agency fix as reasonable, and to comply with other conditions which the Agency deem necessary to carry out the purposes of this Plan.

14.6 Development

The objectives of the Plan are to be accomplished through the Agency encouragement of, and assistance to, private enterprise in carrying out project development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, any real property sold, leased or conveyed by the Agency, as well as any property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or without the Project Area for

themselves or any public body or public entity to the extent that such improvement would be a benefit to the Project Area. During the period of development in the Project Area, the Agency shall ensure that the provisions of this Plan, and of other documents formulated by the Agency pursuant to this Plan, are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers, both public and private, may be submitted to the City for approval and architectural review. All Project Area development, requiring financial participation by the Agency, must conform to this Plan and all applicable federal, state, and local laws.

SECTION 15: PROPOSED METHOD OF FINANCING

15.1 Authorization

The Agency is authorized to finance this project with financial assistance from the Taxing Entities, City, property tax increments which accrue within the Project Area, interest income, Agency bonds, or any other available source of revenue.

15.2 Tax Increment

Briefly stated, the tax increments that will be available under this Plan are determined in the following manner. After this Plan is adopted, the total taxable value of property within the Project Area is determined using the taxable values shown on the last equalized assessment roll prior to the adoption of the Plan. For purposes of this Plan, the base year value last equalized shall be January 1, 2017. This provides a base figure. To the extent the taxable values of property within the Project Area increase above this base figure, application of prevailing tax rates to the increased property value above the base figure yields "tax increments." These tax increments arise only with respect to property located in the Project Area. Other Taxing Entities continue to be entitled to receive the tax revenue that result from application of prevailing tax rates up to the base figure of taxable property value. In accordance with law, the Agency will prepare a Project Budget outlining the expense and revenue for this Project. Once adopted by the Agency, the Agency will be required to obtain the consent by an interlocal agreement with each Taxing Entity allowing the Agency to take any portion of the available tax increment.

15.3 Collection Period

The applicable length of time, or number of years for which the Agency is to be paid tax increment shall be subject to the approved interlocal agreement.

Pursuant to the Community Reinvestment Agency Act, taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah, and the Taxing Entities after the effective date of the ordinance approving this Plan, shall be paid to the Agency in accordance with the terms and conditions of the approved interlocal agreement.

15.4 Cities Funding or Loans

Operating capital for administration and developer participation in the Project has been, and may be, provided by the City until adequate tax increments or other funds are available, or sufficiently assured to

repay the loans and/or to permit borrowing adequate working capital from sources other than the City. Advances and loans from the City or the Agency may bear a reasonable rate of interest.

SECTION 16: PROVISIONS FOR AMENDING THE COMMUNITY DEVELOPMENT PLAN

This Plan may be amended, or modified, any time by the means of the procedures established in the Act, its successor statutes, or any other procedure established by law.

SECTION 17: NECESSARY AND APPROPRIATE ANALYSIS

Authority to take action or enter into agreements under this Plan shall be vested exclusively in the Agency Governing Board. The Agency Governing Board shall be authorized to delegate this authority pursuant to resolutions approved by the Board. The administration and enforcement of this Plan, and any documents implementing this Plan, shall be performed by the Agency and/or the City.

The provisions of this Plan, or other documents entered into pursuant to this Plan, may also be enforced by litigation by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, agreements or any recorded provisions which are expressly for the benefit of owners of property in the project Area may be enforced by such owners.

The particulars of any contemplated development will be set out in a participation agreement between the Agency and the participant requesting assistance.

Before any future development agreement or participation agreement under the Plan may be entered into and/or executed by the Agency, the Agency may hold a public hearing on the proposed agreement. The Agency may prepare, or require the developer/participant to prepare a feasibility analysis, and a necessary and appropriate analysis with respect to all new projects being proposed, and with respect to the ongoing feasibility of the overall Project being implemented pursuant to this Plan. The purpose of this provision is to assure that the feasibility, necessity, appropriateness, the nature, extent of, and need for any public subsidy or other assistance, and the likely public benefit of new projects is reviewed on their own merits and in the context of implementing this Plan as a whole before any particular projects are approved, thereby assuring that substantial and effective measures are being taken, or have been taken, that are reasonably designed to mitigate any harm, damage, or disadvantage as may be suffered as a result of development within the Project Area by owners of property, or tenants within the Project Area.

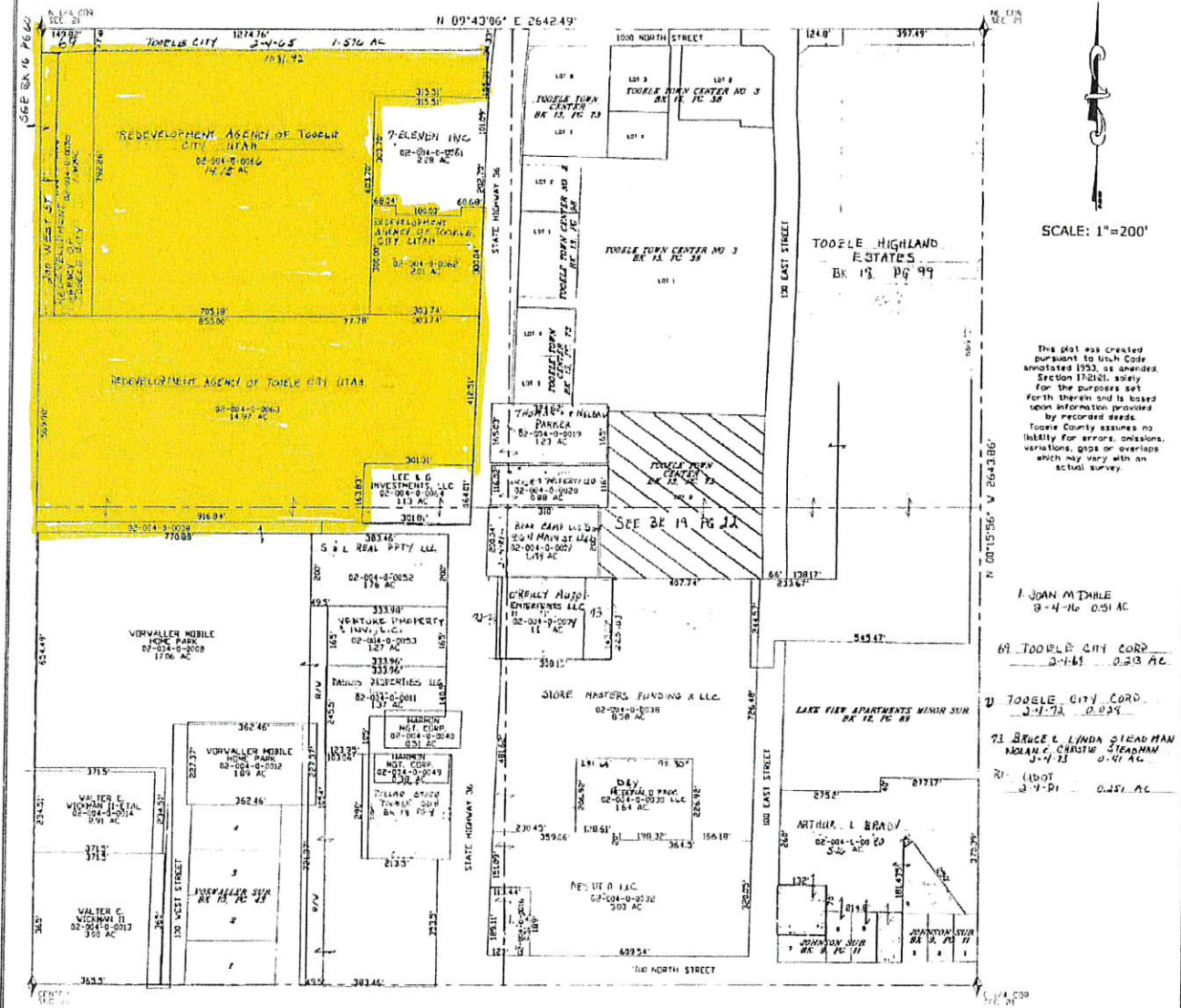
APPENDIX A: MAP



TOOELE CITY

NE 1/4 SEC 21 T3S, R4W, SLB&M

Bk.2 Pg.4



SCALE: 1"=200'

This plat was created pursuant to Utah Code annotated 1953, as amended, Section 17-21, solely for the purposes set forth therein and is based upon information provided by recorded deeds. Tooele County assumes no liability for errors, omissions, variations, gaps or overlaps which may vary with an actual survey.

- 1. JONAN M DAHLE 8-4-16 0.51 AC
- 69. TOOELE CITY CORP. 2-1-81 0.23 AC
- 70. TOOELE CITY CORP. 3-1-72 0.23 AC
- 71. BRUCE L LINDA STEADMAN MARIAN C CHRISTIE STEADMAN 3-1-72 0.41 AC
- 72. LINDA 2-1-81 0.25 AC

ORIGINATED BY: TOOELE COUNTY RECORDER	DATE: 6/16/06	REVISIONS: 40	NE 1/4 SEC. 21 T3S, R4W, SLB&M	SCALE: 1"=200'	Bk.2 Pg.4
		4/24/06 2-4-05 4/12/06			

Real property in the County of Tooele, State of Utah, described as follows:

PARCEL 1:

A parcel of land located within the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele City, Tooele County, Utah more particularly described as follows:

Commencing at the North Quarter Corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, thence North 89°43'06" East 149.82 feet along the North line of said Section 21 to the point of beginning of the parcel herein described, thence continuing North 89°43'06" East 1124.94 feet along the North line of Section 21 to the West boundary of Utah State Highway No. 36; thence the following 2 courses along said West boundary of Highway No. 36, South 06°34'56" West 34.33 feet to the point of curvature of a curve to the left; thence along said curve having a radius of 2914.80 feet through a central angle of 3°03'11", a distance along the arc of 155.31 feet to the Northeast Corner of the Walker Investments Parcel; thence North 89°20'48" West 315.51 feet to a point on an existing fence line and the Northwest Corner of the Walker Investments Parcel; thence South 00°35'28" West 603.70 feet along said fence line to the Southwest Corner of the IHC Health Services, Inc. Parcel; thence South 85°11'32" West 77.78 feet; thence South 89°47'24" West 705.18 feet; thence North 00°12'36" West 792.26 feet to the point of beginning.

LESS AND EXCEPT therefrom any portion lying within the bounds of 1000 North Street, that portion conveyed to the City of Tooele, as set forth in that certain Warranty Deed (Controlled Access) recorded November 21, 2006 as Entry No. 272445 of Official Records, being more particularly described as follows:

From the Northwest Corner of the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian proceed North 89°43'06" East 149.82 feet along the North line of said Section 21 to a point of beginning; thence continuing North 89°43'06" East 1124.94 feet along the North line of Section 21; thence South 6°34'56" West 34.33 feet; thence along the arc of a 2914.80 foot Radius Curve to the left 155.31 feet through a central angle of 3°03'11" the chord of which bears South 5°03'21" West 155.30 feet; thence North 89°20'48" West 6.73 feet; thence North 0°35'31" East 112.15 feet; thence along the arc of a 39.0 foot Radius Curve to the left 25.84 feet, through a central angle of 37°58'01", the chord of which bears North 50°37'41" West 25.37 feet; thence South 89°45'43" West 1081.92 feet; thence North 0°12'43" West 59.40 feet to the point of beginning.

PARCEL 2:

A parcel of land located within the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele City, Tooele County, Utah more particularly described as follows:

Commencing at the North Quarter corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, thence North 89°43'06" East 1274.76 feet along the North line of said Section 21 to the West boundary of Utah State Highway No. 36; thence the following three

courses along said West boundary of Highway 36, South 06°34'56" West 34.33 feet to the point of curvature of a curve to the left; thence along said curve having a radius of 2914.80 feet through a central angle of 5°02'24", a distance along the arc of 256.40 feet; thence South 01°32'32" West 202.70 feet to the point of beginning of the parcel herein described, thence continuing along the West boundary of Highway No. 36, South 01°32'32" West 300.04 feet; thence North 89°20'48" West 303.74 feet; thence North 00°35'28" East 300.00 feet along an existing fence line; thence the following 5 courses: South 89°20'48" East 68.04 feet; South 00°39'12" West 25.00 feet; South 89°20'48" East 180.00 feet; North 00°39'12" East 25.00 feet; South 89°20'48" East 60.68 feet to a point on the West boundary of Utah State Highway No. 36 and the point of beginning.

PARCEL 3:

A parcel of land located within the Northeast quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele City, Tooele County, Utah more particularly described as follows:

Commencing at the North Quarter corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, thence South 00°12'36" East 792.26 feet along the West line of the Northeast Quarter of said Section 21 to the point of beginning; thence North 89°47'24" East 855.00 feet; thence North 85°11'32" East 77.78 feet; thence South 89°20'48" East 303.74 feet to a point on the West boundary of Utah State Highway No. 36; thence South 01°32'32" West 412.51 feet along said West boundary of Highway No. 36 to the Northeast corner of the Lee & G Investments, L.L.C. Parcel; thence North 89°14'26" West 301.31 feet to the Northwest corner of the Lee & G Investments, L.L.C. Parcel; thence South 01°43'04" West 163.83 feet to the Southwest corner of the Lee & G Investments, L.L.C. Parcel; thence South 89°45'09" West 916.84 feet to a point on the West line of said Northeast quarter of Section 21; thence North 00°12'36" West 569.90 feet along the West line of the Northeast quarter of said Section 21 to the point of beginning.

LESS AND EXCEPT any portion lying within the bounds of 200 West Street.









1000 N Retail Community Reinvestment Area Final 2nd review signed

Final Audit Report

2023-10-17

Created:	2023-10-17
By:	Staci Maloney (smaloney@ensigneng.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMbd6ZU6kVOnFMKO-XPvQLhyuAWwdEemk

"1000 N Retail Community Reinvestment Area Final 2nd review signed" History

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2023-10-17 - 8:57:40 PM GMT
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-  Signer mpitt@tooelectricity.org entered name at signing as Michelle Y Pitt
2023-10-17 - 9:23:00 PM GMT
-  Document e-signed by Michelle Y Pitt (mpitt@tooelectricity.org)
Signature Date: 2023-10-17 - 9:23:02 PM GMT - Time Source: server
-  Agreement completed.
2023-10-17 - 9:23:02 PM GMT



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