

ORDINANCE 2024-12

AN ORDINANCE TERMINATING AND DISSOLVING THE 2700 NORTH COMMUNITY DEVELOPMENT PROJECT AREA PLAN CREATED IN 2015.

WHEREAS, Pursuant to Utah Code Ann. 17C-1-702, a project area remains in existence until a resolution dissolving the project area is adopted by the Agency and an ordinance is adopted by the community legislative body; and

WHEREAS, the 2700 North Community Development Project Area Plan created in 2015 was never activated; and

WHEREAS, Pleasant View City has determined that it is in the best interest of the City to dissolve the 2700 North Community Development Project Area Plan created in 2015; and

WHEREAS, the Agency has not and shall not collect any tax increment from the 2700 North Community Development Project Area Plan created in 2015; and

NOW THEREFORE, Pleasant View City hereby approves and authorizes the dissolution of the 2700 North Community Development Project Area Plan created in 2015 as listed in Exhibit A.

Passed and adopted this 23rd day of April, 2024.

PLEASANT VIEW CITY, UTAH

Leonard M. Call
Leonard M. Call, Mayor

Attest:

Laurie Hellstrom
Laurie Hellstrom, City Recorder

Posted this 24th day of April, 2024

This ordinance has been approved by the following vote of the Pleasant View City Council:

CM Arrington	<u>Yes</u>
CM Gibson	<u>Yes</u>
CM Marriott	<u>Yes</u>
CM Nelsen	<u>Absent</u>
CM Urry	<u>Yes</u>



'Exhibit A'

ORDINANCE NO. 2015-5

AN ORDINANCE ADOPTING THE 2700 NORTH COMMUNITY DEVELOPMENT PROJECT AREA PLAN, AS APPROVED BY THE PLEASANT VIEW CITY REDEVELOPMENT AGENCY, AS THE OFFICIAL COMMUNITY DEVELOPMENT 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 Pleasant View City Redevelopment Agency (the "Agency"), having prepared a Project Area Plan (the "Plan") for the 2700 North Community Development Project Area (the "Project Area"), the legal description attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated ("UCA") § 17C-4-109, and having held the required public hearing on the Plan on October 20, 2015, pursuant to UCA § 17C-4-102, adopted the Plan as the Official Community Development Plan for the Project Area; and

WHEREAS the Utah Community Development and Renewal Agencies Act (the "Act") mandates that, before the community development project area plan approved by an agency under UCA § 17C-4-102 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-4-105; and

WHEREAS the Act also requires that notice is to be given by the community legislative body upon its adoption of a community development project area plan under UCA § 17C-4-106.

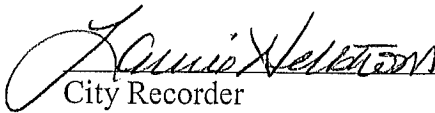
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLEASANT VIEW AS FOLLOWS:

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

APPROVED AND ADOPTED this 10th day of November, 2015.


Mayor

Attest:


City Recorder



Posted this 17th day of November, 2015

This ordinance has been approved by the following vote of the Pleasant View City Council:

<u>Yes</u>	Councilmember Boehme
<u>Yes</u>	Councilmember Burns
<u>Yes</u>	Councilmember Gibson
<u>Yes</u>	Councilmember Humphreys
<u>Yes</u>	Councilmember Pitman

2700 North CDA Legal Description

PLEASANT VIEW CITY LEGAL

A part of the Southwest Quarter of Section 25, T7N, R2W, Salt Lake Base & Meridian, Pleasant View City, Weber County, Utah. More particularly described as follows:

Beginning at a point on the west right-of-way line of the Union Pacific Railroad, said point being East along the North property line of Harbour Village LC =50% ETAL property 419.85 Feet from the Northwest corner of the Southwest Quarter of said Section 25 and running thence East 105.37 feet more or less to a point on the East Right of Way line of the Union Pacific Railroad, said point also being on the west line of Wasatch View Estates Subdivision; thence S 18°08'29" E along the west line of said Subdivision 537.06 feet to the northwest corner of Lot 1 in said Subdivision; thence along the north and east lines of said Lot 1 the following two (2) courses: (1) S 89°47'54" E 1,031.64 feet and (2)

S 0°42'24" W 100.00 feet to the southeast corner of said Lot 1; thence S 89°47'54" E along the south line of said Subdivision 215.61 feet to the southeast corner of lot 3 in said Subdivision; thence Southerly along the easterly line of the MHP #1 LLC properties the following two (2) courses: (1)

S 13°21'39" W 100 feet, and (2) S 0°32' W 1,806.19 feet more or less to the north line of 2700 North Street, said point being approximately 46 feet North of the south line of said Section 25; thence

S 89°18'48" W parallel to said section line 621.76 feet more or less to the west right-of-way line of said railroad, said point being on the east line of the RB McFarland Subdivision; thence N 18°36'00" W along the east line said Subdivision which is also the west line of said railroad 532.11 feet to the northeast corner of said subdivision; thence along the west right-of-way line of said railroad the following two (2) courses: (1) N 19°01' W 1,413.1 feet, and (2) N 18°18'44" W 721.83 feet, more or less to the point of beginning.

Contains: 45.78 acres±

FARR WEST CITY LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 25 and the Southeast Quarter of Section 26, T7N, R2W, Salt Lake Base & Meridian, Farr West City, Weber County, Utah. More particularly described as follows:

Beginning at the NW corner of the Southwest quarter of said Section 25 and running thence East along the north property line of Harbour Village LC =50% ETAL property 419.85 Feet to a point on the west right-of-way line of the Union Pacific Railroad, said point also being the northeast corner of said Harbour Village property; Thence along the said west right-of-way line of the Union Pacific Railroad the following two (2) courses: (1) S 18°18'44" E 721.85 feet and (2) S 19°01' W 1,413.10 feet to the northeast corner of the RB McFarland Subdivision; thence S 18°36'00" E along the east line of Said RB McFarland Subdivision 209.85 feet more or less to the northeast corner of property being used as the Farr West Exxon, Wendy's Restaurant, and car Wash located within Lot 2 of said Subdivision; thence along the northerly line and west line of said property the following four (4) courses: (1) West 81.88 feet, (2) North 21.46 feet, (3) West 74.18 feet, and (4) South 188.14 feet more or less to the Northeast corner of Lot 1 of said McFarland Subdivision; thence S 89°18'48" W 133.00 feet to the east line of the Maverik

Family Travel Plaza Commercial Subdivision - Phase 1; thence N 0°41'12" W along said east line 46.00 feet more or less to the Northeast corner of said Subdivision; thence S 89°18'48" W along the north line of said Subdivision 382.93 feet to the Northwest corner of lot 2 in said Subdivision, said corner being a point on the east right-of-way line of 1850 West Street; thence along the west line of said Lot 2 the following three (3) courses: (1) Southeasterly along the arc of a non-tangent 210 foot radius curve to the right 27.63 feet (chord bears S 4°27'23" E 27.61 feet), (2) S 00°41'12" E 194.45 feet and (3) Southeasterly along the arc of a 18 foot radius curve to the left 28.27 feet (chord bears S 45° 41'12" E 25.46 feet) to a point on the north right-of way line of 2700 North Street; thence S 89°18'48" W along the said north right-of-way line 85.00 feet to a point of tangency on the south line of Lot 1 in said subdivision said point also being on the west line of 1850 West Street; thence along the east line of Lot 1 in said subdivision the following three (3) courses: (1) Northeasterly along the arc of a 7 foot radius curve to the left 11.00 feet (chord bears N 44°18'48" E 9.90 feet), (2) N 0°41'12" W 205.45 feet, and (3) Northwesterly along the arc of a 150 foot radius curve to the left 17.13 feet (chord bears N 3°57'29" W 17.12 feet) to the northeast corner of said Lot 1, said corner also being the southeast corner of Lot 4 in the Maverik Family Travel Plaza Commercial Subdivision - Phase 2; thence continuing along the west line of said 1850 West Street the following three (3) courses: (1) Northwesterly along the arc of a 150 foot radius curve to the left 170.22 feet (chord bears N 39°44'21" W 161.23 feet), (2) N 72°14'55" W 154.36 feet and (3) Northwesterly along the arc of a 184.40 foot radius curve to the right 86.25 feet (chord bears N 58°50'58" W 85.46 feet) to a point on the west line of said Subdivision, said point also being on the east line of the Interstate Highway I-15 right-of-way; thence along said right-of-way the following eight (8) courses: (1) N 06°25'20" W 122.43 feet to the Northwest corner of said Subdivision, (2) N 06°30' W 332.00 feet, more or less, (3) Northwesterly along the arc of a 5704.58 foot radius curve to the right 519.50 feet, more or less, (cord bears N 3°53'28" W 519.32 feet), (4) West 50.00 feet, (5) N 01°14' W 513.45 feet, (6) West 31.84 feet, (7) N 01°15'14" W 282.00 feet, (8) N 00°12' E 378.00 feet more or less to the north line of the Southeast Quarter of said Section 26; thence East 65.00 feet to the point of beginning.

Contains: 42.08 acres±

2700 NORTH COMMUNITY
DEVELOPMENT DRAFT PROJECT
AREA PLAN

Pleasant View/Farr West Redevelopment Agency

OCTOBER 2015

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SECTION 1: INTRODUCTION

The Pleasant View Community Development and Renewal Agency and the Farr West Community Development and Renewal Agency, Utah (collectively the "Agencies"), following thorough consideration of the needs and desires of Pleasant View City and Farr West City (collectively the "Cities") and their residents, as well as the Cities' capacity for new development, have carefully crafted this Project Area Plan (the "Plan") for the Joint 2700 North Community Development Project Area (the "Project Area"). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies east of Interstate 15, north of 2700 North, and runs along both sides of the Union Pacific Railroad track. 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 Cities have determined that it is in the best interest of their residents to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents of the Cities and other taxing districts.

The Project is being undertaken as a community development project pursuant to certain provisions of Chapters 1 and 4 of the Utah Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been scrupulously observed at all times throughout 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 Development and Renewal Agencies Act, as amended, or such successor law or act as may from time to time be enacted.
- 2.2 "Agencies" means the Pleasant View Community Development and Renewal Agency and the Farr West Community Development and Renewal Agency, created and operating pursuant to UCA 17C-1-201 and its predecessor or successor statutes, as designated by Pleasant View City and Farr West City to act as redevelopment agencies.
- 2.3 "Agencies Board" or "Boards" means the governing body of the Pleasant View Community Development and Renewal Agency and the governing body of the Farr West Community Development and Renewal Agency.
- 2.4 "Base Taxable Value" has the same meaning that it bears in the Act (UCA 17C-1-102(6)). "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 (6) (a).
- 2.7 "Bond" means any bonds, notes, interim certificates, or other obligations issued by an agency.
- 2.8 "Cities" mean Pleasant View City and Farr West City, political subdivisions of the State of Utah.
- 2.9 "County" means Weber County, a political subdivision of the State of Utah.
- 2.10 "Comprehensive General Plan" or "General Plan" means the general plan adopted by the Cities 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 Development Plan" means a project area plan, as defined by UCA 17C-4-103 of the Act, designed to foster community development, as defined in UCA 17C-1-102 (16) 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 Pleasant View Community Development and Renewal Agency, the Board of the Pleasant View Community Development and Renewal Agency, in reference to the Farr West Community Development and Renewal Agency, the Board of the Farr West Community Development and Renewal Agency or, (b) if used in reference to Pleasant View City, the City Council of Pleasant View City, in reference to Farr West City, the City Council of Farr West City.
- 2.14 "Project Area" means the Joint 2700 North Community Development Project Area, as selected by resolution of the Agencies.
- 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(44)(a) and Part 4 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, 2015- Oct. 31, 2016 tax year).

SECTION 3: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA

The Project Area lies entirely within the boundaries of the Cities and is located east of Interstate 15, north of 2700 North, and runs along both sides of the Union Pacific Railroad track. This area in particular, receives significant vehicle traffic on a daily basis which creates both opportunity and increased service demand. The property encompasses approximately 87.86 acres of land, as delineated in the office of the Weber County Recorder.

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

A map and legal description of the Project Area are 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 land use. This Plan is consistent with the General Plans of the Cities 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 Cities, and all other applicable laws including all goals and objectives in the Cities' General Plans.

LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

The layout of principle streets within the Project Area are outlined in APPENDIX B - MAP, AND LEGAL DESCRIPTION.

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 a trailer park within the Project Area, which contains approximately 118 trailers. The units are, for the most part, leased. The residential use is "grandfathered" under the current zoning for this property, and the residential use will phase out over time.

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.

SECTION 5: STANDARDS THAT WILL GUIDE COMMUNITY DEVELOPMENT

DEVELOPMENT OBJECTIVES

The Agencies and Cities desire to maintain a high-quality development as a commercial focal point to the Cities. The Agencies and Cities want to guide development in order to ensure development standards blend harmoniously with the character of the Cities.

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 Cities' General Plans; (2) the 2700 North Specific Area Plan; (3) the planning and zoning ordinances of the Cities; (4) other applicable building codes and ordinances of the Cities; (5) and Agencies 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 Cities or the Agencies.

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 Agencies 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 Agencies, with possible assistance from the Cities and in participation with potential developers and property owners, to accomplish this Project Area Plan, which will include development contemplated in this Project Area Plan. This will include the construction of public infrastructure, and the appropriate use of incentives permitted under the Act, to maximize this development as beneficial to the citizens of the Cities and the surrounding communities. This will strengthen the community's tax base through the provision of necessary goods and services demanded within the community and in furtherance of the objectives set forth in this Plan.

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

This Plan and the development contemplated thereby shall conform to the Cities' General Plans and land use regulations.

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

There are currently no specific projects proposed within the Project Area. The objectives of the Agencies 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 Agencies and Cities.

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

The Cities and Agencies will select or approve such development, as solicited or presented to the Agencies and Cities, that meets the development objectives set forth in this Plan. The Cities and Agencies 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 Cities and Agencies may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the Cities, EDC Utah, and/or from other such references and referrals.

The Cities and Agencies will ensure that all development conforms to this plan and is approved by the Cities. All potential developers will need to provide a thorough development plan including sufficient financial information to provide the Cities and Agencies 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 Cities, appraisal reports, etc.

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

SECTION 10: REASONS FOR THE SELECTION OF THE PROJECT AREA

The 2700 North Project Area was selected by the Agencies as an area within the Cities that presents an opportunity to strengthen the economic base of the Cities, and fulfill a public need through the investment of private capital. Boundaries of the Project Area were determined by the Agencies after a review of a study area by members of the Cities' economic development committee, staff, and consultant.

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

The Project Area consists of approximately 87.86 acres of property as shown in the Project Area Map. The Project Area suffers from a lack of social connectivity and vitality. There are currently no parks, libraries, or other social gathering places in the Project Area. The Agency wants to encourage upgrade and improvements as applicable to the existing economic base of the City, to increase the social and economic conditions within the Project Area.

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

The following describes incentives which the Agencies intend 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 Agencies intends to use the tax increment approved by agreement with the Taxing Entities for public infrastructure improvements, land purchase, building renovation or upgrades, certain offsite improvements, and other improvements as approved by the Agencies.
2. Payments made to a developer/participant pursuant to agreements between the developer/participant and the Agencies.
3. Expenditures approved and outlined in the adopted Project Area Budget.

Except where the Agencies issue Bonds or otherwise borrows or receives funds, the Agencies expect to pay the Cities, 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 Development Project Area Plan does not allow the Agencies to acquire real property through the use of eminent domain.

13.2 Tax Increment

Use of tax increment is subject to approval of the Agencies' 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 DEVELOPMENT AND RENEWAL ACT, AND THIS PLAN.

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

14.1 Acquisition of Real Property

The Agencies may acquire, but are not required to acquire, real property located in the Project Area, by gift, devise, exchange, purchase, or any other lawful method. The Agencies are authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, and rights of way. The Agencies 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 Agencies are 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 Agencies 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 Agencies, such property shall be under the management and control of the Agencies. Such property may be rented or leased by the Agencies pending its disposition for economic development purposes.

14.5 Property Disposition and Development

The Agencies are 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 Development Plan. The Agencies are 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 Development 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 Agencies are authorized to prepare or to cause to be prepared as building sites, any real property in the Project Area. The Agencies are 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 Agencies are authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed, trust, or otherwise dispose of any interest in real property. The Agencies are authorized to dispose of real property by, leases or sales, by negotiation with or without public bidding. All real property acquired by the Agencies 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 Agencies to the Cities or any other public body without charge. The Agencies 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 Development Plan. All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this Community Development Plan, to begin and complete development of property within a period of time, which the Agencies fix as reasonable, and to comply with other conditions which the Agencies deem necessary to carry out the purposes of this Plan.

14.6 Development

The objectives of the Plan are to be accomplished through the Agencies encouragement of, and assistance to, private enterprise in carrying out community 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 Agencies, 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 Cities' Ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agencies, 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 Agencies are 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 Agencies shall ensure that the provisions of this Plan, and of other documents formulated by the Agencies 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 Cities for approval and architectural review. All economic development must conform to this Plan and all applicable federal, state, and local laws.

SECTION 15: PROPOSED METHOD OF FINANCING

15.1 Authorization

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

15.2 Tax Increment

Briefly stated, the tax increment 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, 2015. 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 Agencies will prepare a Project Budget outlining the expense and revenue for this Project. Once adopted by the Agencies, the Agencies will be required to obtain the consent by an interlocal agreement with each Taxing Entity allowing the Agencies 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 Agencies are to be paid tax increment shall be subject to the approved inter-local agreement.

Pursuant to the Community Development and Renewal 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 inter-local 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 Cities 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 Cities. Advances and loans from the Cities or the Agencies 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 , by 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 Agencies' Governing Board. The Agencies' 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 Agencies and/or Cities.

The provisions of this Plan, or other documents entered into pursuant to this Plan, may also be enforced by litigation by either the Agencies or the Cities. 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 Agencies, the Agencies may hold a public hearing on the proposed agreement. The Agencies 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: PROPERTY OWNERS

Taxable Property	
Parcel ID	Owner
190160058	HARBOUR VILLAGE LC 50% ETAL
190160091	HARBOUR VILLAGE LC 1/2 ETAL
190160059	HARBOUR VILLAGE LC 1/2 ETAL
190160061	BACT LIMITED PARTNERSHIP (THE)
190160026	MHP #1 LLC
190160101	PARCHER, GILBERT J & WF KRIS ANN SHERMAN
190160100	PARCHER, GILBERT J & WF KRIS ANN SHERMAN
190160106	BACT LIMITED PARTNERSHIP (THE)
190160074	MHP #1 LLC
190160103	HARBOUR VILLAGE L C 1/2 ETAL
191250001	MHP #1 LLC
190160087	MHP #1 LLC
190160094	BACT LIMITED PARTNERSHIP (THE)
190160090	PARCHER, GILBERT J & WF KRIS ANN SHERMAN
191090003	WALLCO L C
190160062	BACT LIMITED PARTNERSHIP (THE)
191090002	MURRAY FAMILY HOLDINGS LLC
191070002	GOLDEN ARCH LIMITED PARTNERSHIP
191070003	FAIRMONT BOWL INC
191460002	RICHARD L MILLER PROERPTIES LLC
191460001	MCFARLAND, ROBERT B & RENAE W MCFARLAND TRUSTEES

APPENDIX B: MAP AND LEGAL DESCRIPTION

PLEASANT VIEW CITY LEGAL

A part of the Southwest Quarter of Section 25, T7N, R2W, Salt Lake Base & Meridian, Pleasant View City, Weber County, Utah. More particularly described as follows:

Beginning at a point on the west right-of-way line of the Union Pacific Railroad, said point being East along the North property line of Harbour Village LC =50% ETAL property 419.85 Feet from the Northwest corner of the Southwest Quarter of said Section 25 and running thence East 105.37 feet more or less to a point on the East Right of Way line of the Union Pacific Railroad, said point also being on the west line of Wasatch View Estates Subdivision; thence S 18°08'29" E along the west line of said Subdivision 537.06 feet to the northwest corner of Lot 1 in said Subdivision; thence along the north and east lines of said Lot 1 the following two (2) courses: (1) S 89°47'54" E 1,031.64 feet and (2)

S 0°42'24" W 100.00 feet to the southeast corner of said Lot 1; thence S 89°47'54" E along the south line of said Subdivision 215.61 feet to the southeast corner of lot 3 in said Subdivision; thence Southerly along the easterly line of the MHP #1 LLC properties the following two (2) courses: (1)

S 13°21'39" W 100 feet, and (2) S 0°32' W 1,806.19 feet more or less to the north line of 2700 North Street, said point being approximately 46 feet North of the south line of said Section 25; thence

S 89°18'48" W parallel to said section line 621.76 feet more or less to the west right-of-way line of said railroad, said point being on the east line of the RB McFarland Subdivision; thence N 18°36'00" W along the east line said Subdivision which is also the west line of said railroad 532.11 feet to the northeast corner of said subdivision; thence along the west right-of-way line of said railroad the following two (2) courses: (1) N 19°01' W 1,413.1 feet, and (2) N 18°18'44" W 721.83 feet, more or less to the point of beginning.

Contains: 45.78 acres±

FARR WEST CITY LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 25 and the Southeast Quarter of Section 26, T7N, R2W, Salt Lake Base & Meridian, Farr West City, Weber County, Utah. More particularly described as follows:

Beginning at the NW corner of the Southwest quarter of said Section 25 and running thence East along the north property line of Harbour Village LC =50% ETAL property 419.85 Feet to a point on the west right-of-way line of the Union Pacific Railroad, said point also being the northeast corner of said Harbour Village property; Thence along the said west right-of-way line of the Union Pacific Railroad the following two (2) courses: (1) S 18°18'44" E 721.85 feet and (2) S 19°01' W 1,413.10 feet to the northeast corner of the RB McFarland Subdivision; thence S 18°36'00" E along the east line of Said RB McFarland Subdivision 209.85 feet more or less to the northeast corner of property being used as the Farr West Exxon, Wendy's Restaurant, and car Wash located within Lot 2 of said Subdivision; thence along the

northerly line and west line of said property the following four (4) courses: (1) West 81.88 feet, (2) North 21.46 feet, (3) West 74.18 feet, and (4) South 188.14 feet more or less to the Northeast corner of Lot 1 of said McFarland Subdivision; thence S 89°18'48" W 133.00 feet to the east line of the Maverik Family Travel Plaza Commercial Subdivision - Phase 1; thence N 0°41'12" W along said east line 46.00 feet more or less to the Northeast corner of said Subdivision; thence S 89°18'48" W along the north line of said Subdivision 382.93 feet to the Northwest corner of lot 2 in said Subdivision, said corner being a point on the east right-of-way line of 1850 West Street; thence along the west line of said Lot 2 the following three (3) courses: (1) Southeasterly along the arc of a non-tangent 210 foot radius curve to the right 27.63 feet (chord bears S 4°27'23" E 27.61 feet), (2) S 00°41'12" E 194.45 feet and (3) Southeasterly along the arc of a 18 foot radius curve to the left 28.27 feet (chord bears S 45° 41'12" E 25.46 feet) to a point on the north right-of way line of 2700 North Street; thence S 89°18'48" W along the said north right-of-way line 85.00 feet to a point of tangency on the south line of Lot 1 in said subdivision said point also being on the west line of 1850 West Street; thence along the east line of Lot 1 in said subdivision the following three (3) courses: (1) Northeasterly along the arc of a 7 foot radius curve to the left 11.00 feet (chord bears N 44°18'48" E 9.90 feet), (2) N 0°41'12" W 205.45 feet, and (3) Northwesterly along the arc of a 150 foot radius curve to the left 17.13 feet (chord bears N 3°57'29" W 17.12 feet) to the northeast corner of said Lot 1, said corner also being the southeast corner of Lot 4 in the Maverik Family Travel Plaza Commercial Subdivision - Phase 2; thence continuing along the west line of said 1850 West Street the following three (3) courses: (1) Northwesterly along the arc of a 150 foot radius curve to the left 170.22 feet (chord bears N 39°44'21" W 161.23 feet), (2) N 72°14'55" W 154.36 feet and (3) Northwesterly along the arc of a 184.40 foot radius curve to the right 86.25 feet (chord bears N 58°50'58" W 85.46 feet) to a point on the west line of said Subdivision, said point also being on the east line of the Interstate Highway I-15 right-of-way; thence along said right-of-way the following eight (8) courses: (1) N 06°25'20" W 122.43 feet to the Northwest corner of said Subdivision, (2) N 06°30' W 332.00 feet, more or less, (3) Northwesterly along the arc of a 5704.58 foot radius curve to the right 519.50 feet, more or less, (cord bears N 3°53'28" W 519.32 feet), (4) West 50.00 feet, (5) N 01°14' W 513.45 feet, (6) West 31.84 feet, (7) N 01°15'14" W 282.00 feet, (8) N 00°12' E 378.00 feet more or less to the north line of the Southeast Quarter of said Section 26; thence East 65.00 feet to the point of beginning.

Contains: 42.08 acres±

