



EAGLE MOUNTAIN REDEVELOPMENT AGENCY BOARD MEETING

DECEMBER 2, 2025, 8:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 EAST STAGECOACH RUN, EAGLE MOUNTAIN, UTAH 84005

REDEVELOPMENT AGENCY BOARD MEETING – CITY COUNCIL CHAMBERS

1. CALL TO ORDER

2. MINUTES

2.A. November 5, 2025 Minutes - Regular Redevelopment Agency Board Meeting

2.B. November 18, 2025 Minutes - Regular Redevelopment Agency Board Meeting

3. RESOLUTIONS

3.A. RESOLUTION - A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Amended Interlocal Cooperation Agreement between the Redevelopment Agency and Utah County for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area

3.B. RESOLUTION - A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Amended Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Central Utah Water Conservancy District for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area

4. ADJOURNMENT

THE PUBLIC IS INVITED TO PARTICIPATE IN PUBLIC MEETINGS FOR ALL AGENDAS.

In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodations for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6611. This meeting may be held telephonically to allow a member of the public body to participate. This agenda is subject to change with a minimum 24-hour notice.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this ___ day of ____, 2025, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.eaglemountain.gov, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Gina L. Olsen, CMC, City Recorder



EAGLE MOUNTAIN REDEVELOPMENT AGENCY BOARD MEETING

(IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING)

NOVEMBER 5, 2025, 8:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

BOARD MEMBERS PRESENT: Board Chair Tom Westmoreland, Vice Chair Brett Wright, Board Members Donna Burnham, Melissa Clark, Jared Gray, and Rich Wood.

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Mumford, Deputy City Manager; Marcus Draper, City Attorney; Fionnuala Kofoed, Assistant City Manager; Evan Berrett, Director of Legislative and Strategic Services; Kimberly Ruesch, Director of Administrative Services; Brandon Larsen, Community Development Director; Gina Olsen, City Recorder; and Lacie Messerly, Deputy City Recorder.

REDEVELOPMENT AGENCY BOARD MEETING – CITY COUNCIL CHAMBERS

1. CALL TO ORDER

Chair Westmoreland called the meeting to order at 8:03 PM.

2. MINUTES

2.A. October 21, 2025 Minutes - Regular Redevelopment Agency Board Meeting

[The recording of the discussion can be found online here at 00:00:29.](#)

MOTION: *Board Member Clark moved to approve the Redevelopment Agency Board Meeting Minutes from October 21, 2025. Board Member Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

3. RESOLUTIONS/PUBLIC HEARINGS

- 3.A. RESOLUTION / PUBLIC HEARING - A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Adopting the Official Project Area Plan for the Sweetwater #4 Community Reinvestment Area Project Area

[The recording of the discussion can be found online here at 00:01:11.](#)

Director of Legislative and Strategic Services Evan Berrett discussed items 3.A. and 3.B. concurrently and stated that the Sweetwater #4 Community Reinvestment Area involves a proposed multi-billion-dollar investment in the Cedar Valley to expand the Meta data center campus. The project area encompasses approximately 567 acres directly south of the existing campus.

Board Chair Westmoreland opened the Public Hearing period at 8:06 PM. Seeing no one wished to speak Board Chair Westmoreland closed the Public Hearing at 8:06 PM.

MOTION: *Board Member Wood moved to adopt a Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving the Official Project Area Plan for the Sweetwater #4 Community Reinvestment Area Project Area. Board Member Wright seconded the motion.*

Donna Burnham	No
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a 4:1 vote.

[The recording of the motion can be found online here at 00:01:52.](#)

- 3.B. RESOLUTION / PUBLIC HEARING - A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Adopting the Official Project Area Budget for the Sweetwater #4 Community Reinvestment Area Project Area

[The recording of the discussion can be found online here at 00:02:38.](#)

Board Chair Westmoreland opened the Public Hearing period at 8:08 PM. Seeing no one wished to speak Board Chair Westmoreland closed the Public Hearing at 8:08 PM.

MOTION: *Board Member Wright moved to adopt a Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving the Official Project Area*

Budget for the Sweetwater #4 Community Reinvestment Area Project Area. Board Member Wood seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 00:3:11.](#)

4. RESOLUTIONS

- 4.A. RESOLUTION - A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Eagle Mountain City, Utah for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area

[The recording of the discussion can be found online here at 00:03:58.](#)

MOTION: *Board Member Wright moved to adopt a Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Eagle Mountain City, Utah for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area. Board Member Gray seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the discussion can be found online here at 00:4:22.](#)

- 4.B. RESOLUTION - A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Utah County for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area

[The recording of the discussion can be found online here at 00:05:24.](#)

MOTION: *Board Member Gray moved to adopt a Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Utah County for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area. Board Member Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 00:5:48.](#)

- 4.C. RESOLUTION - A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Central Utah Water Conservancy District for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area

[The recording of the discussion can be found online here at 00:06:20.](#)

MOTION: *Board Member Gray moved to adopt a Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Central Utah Water Conservancy District for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area. Board Member Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 00:06:43.](#)

4.D. RESOLUTION - A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Unified Fire Service Area (UFSA) for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area

[The recording of the discussion can be found online here at 00:07:06.](#)

MOTION: *Board Member Burnham moved to adopt a Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Unified Fire Service Area (UFSA) for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area. Board Member Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 00:07:36.](#)

5. ADJOURNMENT

MOTION: *Board Member Gray moved to adjourn the meeting at 8:13 PM. Board Member Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 8:13 PM.

Approved by the Redevelopment Agency of Eagle Mountain City on December 2, 2025.

Evan Berrett
Executive Director





EAGLE MOUNTAIN REDEVELOPMENT AGENCY BOARD MEETING

(IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING)

NOVEMBER 18, 2025, 8:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

BOARD MEMBERS PRESENT: Board Chair Tom Westmoreland, Vice Chair Brett Wright, Board Members Donna Burnham, Melissa Clark, Jared Gray, and Rich Wood.

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Mumford, Deputy City Manager; Marcus Draper, City Attorney; Fionnuala Kofoed, Assistant City Manager; Evan Berrett, Director of Legislative and Strategic Services; Kimberly Ruesch, Director of Administrative Services; Brandon Larsen, Community Development Director; Gina Olsen, City Recorder; and Lacie Messerly, Deputy City Recorder.

REDEVELOPMENT AGENCY BOARD MEETING – CITY COUNCIL CHAMBERS

1. CALL TO ORDER

Chair Westmoreland called the meeting to order at 9:23 PM.

2. MINUTES

- 2.A. RESOLUTION - A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Redevelopment Agency and Alpine School District for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area

[The recording of the discussion can be found online here at 00:00:17.](#)

Director of Legislative and Strategic Services Evan Berrett outlined that the Sweetwater #4 Community Reinvestment Area proposes several billion dollars of investment for expanding the Meta data center campus across approximately 567 acres south of the existing site.

He explained that the Interlocal Agreement outlines participation between Alpine School District and the Redevelopment Agency, including how tax increment revenues will be collected and used for infrastructure and economic development within the area. While other Interlocal Agreements were approved by the RDA on November 5, 2025, this agreement required additional time.

MOTION: *Board Member Wood moved adopt a Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Redevelopment Agency and Alpine School District for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area with the following changes:*

- *Section 6*
 - *Total Payment to Agency is amended to change the first 5-year remittance from 65% of annual personal property tax to 63%.*
 - *The “per-phase tax-increment not-to-exceed total” is amended from \$83,583,512 to \$82,273,607; and*
 - *The project-wide not-to-exceed total is revised from \$494,001,073 to \$493,641,645.*
- *Section 8 – “No Impact Fees” is removed; therefore, the school will pay Impact Fees.*
- *Renumbering of subsequent sections accordingly.*

Board Member Wright seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the discussion can be found online here at 00:09:58.](#)

3. ADJOURNMENT

MOTION: *Board Member Wright moved to adjourn the meeting at 9:34 PM. Board Member Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 9:34 PM.

Approved by the Redevelopment Agency of Eagle Mountain City on December 2, 2025.

Evan Berrett
Executive Director





**EAGLE MOUNTAIN CITY
REDEVELOPMENT AGENCY BOARD MEETING
DECEMBER 2, 2025**

TITLE:	RESOLUTION - A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Amended Interlocal Cooperation Agreement between the Redevelopment Agency and Alpine School District for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area.
ITEM TYPE:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	Meta

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
RTI	567

PUBLIC HEARING

No

PREPARED BY

Evan Berrett, Economic
Development Director

PRESENTED BY

Evan Berrett

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Alpine School District for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area.

BACKGROUND:

The Sweetwater #4 Community Reinvestment Area considers the investment of several billion dollars into the Cedar Valley for the expansion of the Meta data center campus. The project area covers approximately 567 acres directly south of the current Meta data center campus.

The Interlocal Agreement establishes the terms of participation between Alpine School District and the Redevelopment Agency for the Sweetwater #4 CRA, including the collection and use of tax increment revenues to support infrastructure improvements and economic development within the project area. While the other Interlocal Agreements were approved by the RDA on November 5, 2025, this agreement required additional time.

ITEMS FOR CONSIDERATION:

- The terms of this interlocal agreement includes a reduction of the personal property participation rate for the first 5 years.
- PILOT funds will also be directed to the school district, with terms of how the funds will be handled to be included in a following participation agreement.
- Due to the expected high costs of development and procuring power generation solutions, the

tools contained within a Community Reinvestment Area are recommended to be used to make possible this expansion in Eagle Mountain rather than seeing the expansion take place at one of Meta's other sites across the country. This Community Reinvestment Area project, Sweetwater #4, respects the desires of all involved taxing entities to reduce the percentages of tax increment diverted to the project (in comparison to Sweetwater #1) while ensuring the project costs are acceptable to Meta.

- If approved, Meta would begin construction as soon as possible on the first two buildings. Additional buildings have not yet been fully planned, but are anticipated in the future.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Amended Interlocal Agreement

RESOLUTION NO. R- -2025

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF EAGLE MOUNTAIN CITY,
UTAH, APPROVING AN AMENDED INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE REDEVELOPMENT AGENCY AND UTAH COUNTY
FOR THE COLLECTION AND REMITTANCE OF INCREMENTAL PROPERTY TAXES
COLLECTED FROM PROPERTY WITHIN THE
SWEETWATER #4 COMMUNITY REINVESTMENT AREA**

PREAMBLE

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the “Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS, the Redevelopment Agency of Eagle Mountain City (the “Agency”) and Utah County (the “Taxing Entity”) are “public agencies” for purposes of the Act; and

WHEREAS, after careful analysis and consideration of relevant information, the Agency desires to enter into Interlocal Agreements with the Taxing Entity whereby the Taxing Entity would remit to the Agency a portion of the property tax increment generated within the Sweetwater #4 Community Reinvestment Project Area, (the “Project Area”) which would otherwise flow to the Taxing Entity, for the purpose of encouraging development activities through the payment for certain public infrastructure and other uses that directly benefit the Project Area; and

WHEREAS, Section 11-13-202.5 of the Interlocal Cooperation Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF EAGLE MOUNTAIN CITY as follows:

1. The Amended Interlocal Cooperation Agreement between the Agency and the Taxing Entity, substantially in the form attached hereto as Exhibit A (the “Amended Interlocal Agreement”), is approved in final form, and shall be executed for and on behalf of the Agency by the Chair of the Agency Board.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Amended Interlocal Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, duly executed original counterparts of the Amended Interlocal Agreement shall be filed immediately with the Agency Secretary, the keeper of records of the Agency.
4. As provided in Utah Code Ann. § 17C-5-205(3), the Amended Interlocal Agreement shall be effective on the day on which the Agency publishes notice of the Agreement pursuant to Utah Code Ann. § 11-13-219 of the Interlocal Act.
5. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the governing board of the Redevelopment Agency of Eagle Mountain City, this 2nd day of December, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Board Chair

ATTEST:

Evan Berrett, Executive Director

CERTIFICATION

The above Resolution was adopted by the Redevelopment Agency of Eagle Mountain City, Utah, on the 2nd day of December, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright

Evan Berrett, Executive Director

EXHIBIT A: INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 19th of November, 2025, by and between the **EAGLE MOUNTAIN REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the “Agency”), and **UTAH COUNTY**, a political subdivision of the State of Utah (the “County”) in contemplation of the following facts and circumstances:

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

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

C. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #4 (the “Project Area”), through the adoption of the Sweet Water Industrial Park #4 Plan (the “Project Area Plan”), located within the City, which Project Area is described in Exhibit “A” attached hereto and incorporated herein by this reference; and

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

E. **WHEREAS**, historically, the Project Area has generated a total of \$21 per year in property taxes for the various taxing entities, including the City, the County, Alpine School District (the “School District”), and other taxing entities; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately \$34,951,566 per year; and

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

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

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

J. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #4 Budget (the “Project Area Budget”), a draft copy of which is attached as Exhibit “C”, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

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

NOW, THEREFORE, the parties agree as follows:

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

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

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2024, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2024 Utah County assessment rolls for all property located within the Project Area (which is currently estimated to be \$2,291, but is subject to final adjustment and verification by the County and Agency).

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

5. **Payment Trigger.** The Property may be developed in Phases. A “Phase” means each phase of the development of the Property as designated by a participant, which Phase shall include at least one (1) Building and any associated real property identified and designated by a participant. A Phase may or may not be a legally subdivided parcel of real property. The first year of payment of Tax Increment from the County to the Agency shall be determined by the Agency. The Agency may trigger the collection of Tax Increment for a Phase by delivering a letter or other written request to the Utah County Auditor’s office identifying such Phase (the “Trigger Notice”). The Agency shall be entitled to receive Tax Increment for each Phase for an initial period of twenty (20) full calendar years commencing with the year after they Agency delivers a Trigger Notice for such Phase (each, an “Increment Period”). However, the Agency will no longer be entitled to receive tax increment on any Phase after the fortieth year following the trigger year of the first Increment Period.

6. **Total Payment to Agency.** The County shall remit to the Agency, beginning with property tax receipts during each Incremental Period for each Phase, 85% of the annual Tax Increment generated from the personal property tax within the Project Area and 55% of the annual Tax Increment generated from the real (*i.e.*, building, land, and fixtures) and centrally assessed property within the Project Area; provided, however, that the total amount of such Tax Increment generated and properly attributable to the County’s tax levy that is paid to the Agency under this Agreement shall not exceed \$12,999,943 per Phase and shall not exceed a total of \$77,999,657 for all Phases within the Project Area.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real, personal property, and centrally assessed property taxes collected from the Project Area by the County acting as the tax collection agency for the County. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the County, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area. For purposes of calculating the tax increment in any given year, tax increases shall be included consistent with the County’s policy dated August 7, 2024, as amended from time to time.

8. **County Administrative Fee.** Notwithstanding anything to the contrary in this Agreement, on an annual basis, the Agency shall remit 1.5% of the total increment contribution distributed to the agency to the County to offset a portion of the costs associated with the County’s administrative costs within the Project Area; or at the County’s option, the County may choose to retain the administrative fee.

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

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

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

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly

certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

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

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

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

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

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

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

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

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

Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

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

Signed by: County: UTAH COUNTY



Attest:
Aaron R. Davidson
Utah County Clerk

DocuSigned by:

Brandon B. Gordon

By: _____
F0C2EEEE5B8EA4AD...

Brandon B. Gordon

Its: Commission Chair

Signed by:

Jolynn Clegg

9D892E0F25114CD...

Deputy Clerk

Approved as to form and legality:
Jeffrey S. Gray
Utah County Attorney

Signed by:

Jones

D44AEF6893704DE...

Deputy Attorney

Attest:

By: _____

Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"

to

INTERLOCAL AGREEMENT

Map and Legal Description of Project

STEPPLECHASE SOUTH SUBDIVISION AMENDED

(AMENDING LOT 1 OF STEPPLECHASE SOUTH SUBDIVISION
LOCATED IN THE NW 1/4 SE QUARTERS OF SECTION 36
TOWNSHIP 36 NORTH RANGE 24 EAST & MERIDIAN
EAGLE HUNTING CLUB LAND)

SUBDIVISION CERTIFICATE

THE CITY OF EAGLE HUNTING CLUB HAS REVIEWED THE PLAT AND FINDS THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE CITY OF EAGLE HUNTING CLUB SUBDIVISION MAP ACT AND THE CITY OF EAGLE HUNTING CLUB ZONING ORDINANCE. THE CITY OF EAGLE HUNTING CLUB HAS REVIEWED THE PLAT AND FINDS THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE CITY OF EAGLE HUNTING CLUB SUBDIVISION MAP ACT AND THE CITY OF EAGLE HUNTING CLUB ZONING ORDINANCE. THE CITY OF EAGLE HUNTING CLUB HAS REVIEWED THE PLAT AND FINDS THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE CITY OF EAGLE HUNTING CLUB SUBDIVISION MAP ACT AND THE CITY OF EAGLE HUNTING CLUB ZONING ORDINANCE.

LEGAL DESCRIPTION

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OWNER'S DESIGNATION

THE CITY OF EAGLE HUNTING CLUB HAS REVIEWED THE PLAT AND FINDS THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE CITY OF EAGLE HUNTING CLUB SUBDIVISION MAP ACT AND THE CITY OF EAGLE HUNTING CLUB ZONING ORDINANCE. THE CITY OF EAGLE HUNTING CLUB HAS REVIEWED THE PLAT AND FINDS THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE CITY OF EAGLE HUNTING CLUB SUBDIVISION MAP ACT AND THE CITY OF EAGLE HUNTING CLUB ZONING ORDINANCE.

ACKNOWLEDGMENT

THE CITY OF EAGLE HUNTING CLUB HAS REVIEWED THE PLAT AND FINDS THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE CITY OF EAGLE HUNTING CLUB SUBDIVISION MAP ACT AND THE CITY OF EAGLE HUNTING CLUB ZONING ORDINANCE. THE CITY OF EAGLE HUNTING CLUB HAS REVIEWED THE PLAT AND FINDS THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE CITY OF EAGLE HUNTING CLUB SUBDIVISION MAP ACT AND THE CITY OF EAGLE HUNTING CLUB ZONING ORDINANCE.

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF EAGLE HUNTING CLUB HAS REVIEWED THE PLAT AND FINDS THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE CITY OF EAGLE HUNTING CLUB SUBDIVISION MAP ACT AND THE CITY OF EAGLE HUNTING CLUB ZONING ORDINANCE. THE CITY OF EAGLE HUNTING CLUB HAS REVIEWED THE PLAT AND FINDS THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE CITY OF EAGLE HUNTING CLUB SUBDIVISION MAP ACT AND THE CITY OF EAGLE HUNTING CLUB ZONING ORDINANCE.

STEPPLECHASE SOUTH SUBDIVISION AMENDED

(AMENDING LOT 1 OF STEPPLECHASE SOUTH SUBDIVISION
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EXHIBIT "B"

To
INTERLOCAL AGREEMENT

Project Area Plan



PUBLIC
FINANCE
ADVISORS

LEWIS | ROBERTSON | BURNINGHAM



EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH

OCTOBER 2025

PROJECT AREA PLAN

SWEETWATER INDUSTRIAL PARK
COMMUNITY REINVESTMENT AREA
(CRA) #4

PREPARED BY:

**LRB PUBLIC FINANCE
ADVISORS**

FORMERLY LEWIS YOUNG ROBERTSON &
BURNINGHAM INC.



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DEFINITIONS

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

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

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

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

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

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


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

"Plan Hearing" shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (42) and 17C-5-104(3)(e).

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

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

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

 the base taxable value of property in the Project Area;





- the projected tax increment expected to be generated within the Project Area;
- the amount of tax increment expected to be shared with other taxing entities;
- the amount of tax increment expected to be used to implement the Project Area plan;
- if the area from which tax increment is to be collected is less than the entire Project Area:
 - the tax identification number of the parcels from which tax increment will be collected; or
 - a legal description of the portion of the Project Area from which tax increment will be collected; and
- for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

“Project Area Plan” or “Plan” shall mean the written plan (outlined by 17C-5-105 of the Act) that, after its effective date, guides and controls the community reinvestment activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference. It is anticipated that the **SWEETWATER INDUSTRIAL PARK #4 PLAN** will be subject to an interlocal agreement process with the taxing entities within the Project Area.

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

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

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

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





“Tax Year” shall mean the 12-month period between sequential tax roll equalizations (November 1st - October 31st) of the following year, e.g., the November 1, 2025 - October 31, 2026 tax year.





INTRODUCTION

The Eagle Mountain Redevelopment Agency (the Agency), following thorough consideration of the needs and desires of Eagle Mountain City (the City) and its residents, as well as the City's capacity for new development, has carefully crafted this draft Project Area Plan (the Plan) for the Sweetwater Industrial Park Community Reinvestment Project Area #4 (the Project Area). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies within the southern portion of the City, generally to the west of Pony Express Parkway and to the south of 1000 North. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

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

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

RESOLUTION AUTHORIZING THE PREPARATION OF A DRAFT COMMUNITY REINVESTMENT PROJECT AREA PLAN

Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on **September 2, 2025**.

Utah Code
§17C-5-104

RECITALS OF PREREQUISITES FOR ADOPTING A COMMUNITY REINVESTMENT PROJECT AREA PLAN

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

- ☐ Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law;
- ☐ Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of





informing the public about the Project Area, and allowing public input into the Agency’s deliberations and considerations regarding the Project Area; and

- Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency’s offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.

Utah Code
§17C-5-105(1)

DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as **Exhibit A** and **Exhibit B** and incorporated herein. The Project Area lies within the southern portion of the City, generally to the west of Pony Express Parkway and to the south of 1000 North. All the land use in the project area is currently vacant. The Project Area is comprised of approximately 567 acres of property.

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

TABLE 1: PARCEL LIST

PARCEL ID	PARCEL OWNER	ACRES
710490002	STADION LLC	37.31
710490001	STADION LLC	71.78
668150001	STADION LLC	458.21
Total		567





Utah Code
§17C-5-105(2)

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

GENERAL LAND USES

The property within the Project Area is currently classified as vacant property. The majority of the property surrounding the Project Area to the west is also vacant. The Meta Data Center Complex is immediately north of the Project Area.

Table 2 summarizes the approximate acreage of existing land uses by land use type.

TABLE 2: LAND USES

TYPE	ACRES	% OF AREA
Vacant Commercial	567	100%

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

LAYOUT OF PRINCIPAL STREETS

There are currently no paved streets within the Project Area, 1000 N., an unpaved road runs along the western and southern periphery of the Project Area. A partially improved road has been created for access to power substation.

POPULATION DENSITIES

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

BUILDING DENSITIES

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





IMPACT OF COMMUNITY REINVESTMENT ON LAND USE, LAYOUT OF PRINCIPAL STREETS, AND POPULATION DENSITIES

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

Land Use – It is anticipated that future development within the Project Area will create space for a data center complex. Other supplementary development may take place during future phases of the development.

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

Population Densities – The Project Area does not include any residential components. The population density will not be affected by the Project Area. The daytime population of the City will slightly increase as the Project Area is anticipated to create approximately 60 new jobs.

Utah Code
§17C-5-105(3)

STANDARDS GUIDING THE COMMUNITY REINVESTMENT

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

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





Utah Code
§17C-5-105(4)

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

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

Utah Code
§17C-5-105(5)

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

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

Utah Code
§17C-5-105(7)

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

The Project Area is being created in order to assist with the construction of a future colocation data center complex.

Utah Code
§17C-5-105(8)

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

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





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

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

Utah Code
§17C-5-105(9)

REASON FOR SELECTION OF THE PROJECT AREA

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

Utah Code
§17C-5-105(10)

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

PHYSICAL CONDITIONS

The Project Area consists of approximately 567 acres of relatively flat, privately owned land as shown on the Project Area map.

SOCIAL CONDITIONS

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

ECONOMIC CONDITIONS

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





Utah Code
§17C-5-105(11)

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

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

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

- ☰ Foster and accelerate economic development;
- ☰ Stimulate job development;
- ☰ Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space; and
- ☰ Provide attractive development for high-quality tenants.

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

Utah Code
§17C-5-105(12)

ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT

THE BENEFICIAL INFLUENCES UPON THE TAX BASE OF THE COMMUNITY

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





classified as greenbelt. Property values include land, buildings and personal property (machines, equipment, etc.).

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

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

THE ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY LIKELY TO BE STIMULATED

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

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

EFFORTS TO MAXIMIZE PRIVATE INVESTMENT

The agency has formed a partnership with the developers to realize the vision of this Project Area. It is anticipated that the development will require over \$1 billion of private capital. Creating a CRA will act as a catalyst for the development.

"BUT FOR" ANALYSIS

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

COST/BENEFIT ANALYSIS





Based on the land use assumptions and tax increment participation levels, the following tables outline the benefits anticipated in the Project Area. As shown below, the proposed community reinvestment will create a net benefit to the City and the other taxing entities that participate in the Project Area. The cost/benefit analysis includes the tax increment projections of the development. The Agency may be allowed to receive 40 years of tax increment for each phase that is undertaken, not to exceed 40 years for all phases beginning with the first-year increment is remitted to the Agency. Additional 20-year periods will be outlined in an amended Project Area Plan, as necessary.

TABLE 3: SOURCES OF TAX INCREMENT FUNDS

ENTITY	PERCENTAGE		LENGTH (YEARS)	TOTAL	NPV AT 4.75%
	REAL PROPERTY	PERSONAL PROPERTY			
Utah County	55%	85%	40	78,359,059	34,301,253
Alpine School District	55%	85% ¹	40	494,824,910	211,479,633
Eagle Mountain City	55%	85%	40	46,857,489	20,511,611
Central Utah Water Conservancy District	55%	75%	20	15,389,941	9,684,066
Unified Fire Service Area – Salt Lake County	55%	85%	40	144,784,376	63,378,574
TOTAL REVENUE				\$780,215,776	\$339,355,138

¹ Percentage to personal property in the first five years is 65 percent.

TABLE 4: PROJECT AREA REVENUES

ENTITY	PROPERTY TAX	FRANCHISE TAX	TOTAL INCREMENTAL REVENUES
Utah County	97,433,861	-	97,433,861
Alpine School District	629,992,288	-	629,992,288
Eagle Mountain City	58,263,921	45,552,656	103,816,577
Central Utah Water Conservancy District	43,643,387	-	43,643,387
Unified Fire Service Area – Salt Lake County	180,028,970	-	180,028,970
TOTAL REVENUE	\$1,009,362,427	\$45,552,656	\$1,054,915,083

TABLE 5: PROJECT AREA EXPENDITURES

ENTITY	CRA BUDGET	GENERAL GOVERNMENT	PUBLIC WORKS	PUBLIC SAFETY	TOTAL INCREMENTAL EXPENDITURES
Utah County	78,359,059	979,432	-	-	79,338,491
Alpine School District	494,824,910	2,064,976	-	-	496,889,886
Eagle Mountain City	46,857,489	1,017,793	218,210	930,389	49,023,881
Central Utah Water Conservancy District	15,389,941	106,980	-	-	15,496,921
Unified Fire Service Area – Salt Lake County	144,784,376	7,649,984	-	-	152,434,360
TOTAL EXPENDITURES	\$780,215,776	\$11,819,165	\$218,210	\$930,389	\$793,183,540





The total net benefit to the taxing entities of participating in the Project Area is Project Area is \$261,731,544 with the City's net benefit being \$54,792,696¹.

¹ The net benefit does not include the \$78,021,578 housing portion of tax increment that will be reinvested into the City.





EXHIBIT A: LEGAL DESCRIPTION OF SWEETWATER INDUSTRIAL PARK CRA #4

Parcels: 71:049:0002, 71:049:0001, 66:815:0001

Legal Description: LOT 1 OF STEEPLECHASE SOUTH SUBDIVISION, RECORDED JUNE 1, 2020 AS ENTRY NO. 74983:2020, MAP NO. 17093 IN THE OFFICE OF THE UTAH COUNTY RECORDER. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 391.14 FEET NORTH 89°39'30" WEST AND 88.00 FEET NORTH 00°20'30" EAST FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°39'30" WEST 2275.21 FEET; THENCE NORTH 88°46'51" WEST 2521.08 FEET; THENCE NORTH 00°04'24" WEST 2573.17 FEET; THENCE NORTH 01 °26'04" WEST 2660.32 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE, ALONG SAID NORTH LINE SOUTH 89°21'40" EAST 2543.94 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE, CONTAINING ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST 1306.74 FEET TO THE WEST LINE OF PONY EXPRESS PARKWAY AS SHOWN ON STEEPLECHASE SOUTH SUBDIVISION, RECORDED JUNE 1, 2020 AS ENTRY NO. 74983:2020, MAP NO. 17093 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE, ALONG SAID WEST LINE, THE FOLLOWING SIX (6) COURSES: (1) SOUTH 00°56'16" WEST 43.18 FEET, (2) SOUTHEASTERLY 430.40 FEET ALONG THE ARC OF A 411.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 60°00'00", (CHORD BEARS SOUTH 29°03'44" EAST 411.00 FEET), (3) SOUTH 59°03'44" EAST 808.91 FEET, (4) SOUTHEASTERLY 299.14 FEET ALONG THE ARC OF A 289.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 59°18'21", (CHORD BEARS SOUTH 29°24'33" EAST 285.96 FEET), (5) SOUTH 00°14'37" WEST 1615.86 FEET, (6) SOUTH 00°14'59" WEST 2574.76 FEET TO THE POINT OF BEGINNING.

CONTAINS 24,725,364 SQUARE FEET OR 567.62 ACRES





EXHIBIT B: PROJECT AREA MAP

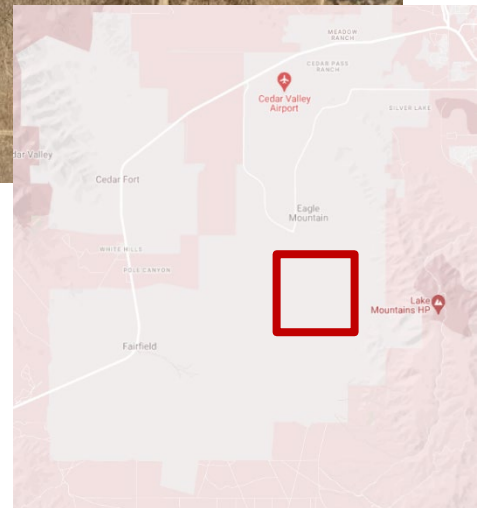


EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget



PUBLIC
FINANCE
ADVISORS

LEWIS | ROBERTSON | BURNINGHAM



EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH

OCTOBER 2025

PROJECT AREA BUDGET

SWEETWATER INDUSTRIAL PARK
COMMUNITY REINVESTMENT AREA
(CRA) #4

PREPARED BY:

LRB PUBLIC FINANCE ADVISORS

FORMERLY LEWIS YOUNG ROBERTSON & BURNINGHAM
INC.



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SECTION 1: INTRODUCTION

The Eagle Mountain Redevelopment Agency (the Agency), following thorough consideration of the needs and desires of the City of Eagle Mountain (the City) and its residents, as well as understanding the City's capacity for new development, has carefully crafted the Project Area Plan (the Plan) for the Sweetwater Industrial Park Community Reinvestment Project Area #4 (the Project Area). The Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area which lies within the southern portion of the City, generally to the west of Pony Express Parkway and to the south of 1000 North.

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

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

SECTION 2: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA

The Project Area lies west of Pony Express Parkway and to the south of 1000 North, and is located within the City's southern boundaries. The property encompasses approximately 567 acres of vacant/greenbelt land.

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





SECTION 3: GENERAL OVERVIEW OF PROJECT AREA BUDGET

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

BASE YEAR VALUE

The Agency has determined that the Base Year Value for the Project Area will be equal to taxable value for the tax year immediately prior to the triggering of the Project Area and the individual phases. As the trigger year(s) have not been determined, the 2025 tax year has been used to estimate the Base Year Value. The Base Year Value is estimated to be \$2,291. Using the tax rates established within the Project Area, the property taxes levied equate to \$21.19 annually. Accordingly, this amount will continue to flow through to each taxing entity proportional to the amount of their respective tax rates being levied.

PAYMENT TRIGGER

Each phase will have a forty (40)-year duration from the date of the first tax increment received by the Agency. The first year for collection of tax increment will be determined by the Agency. The Agency will provide a trigger notice to Utah County before each first year of collection.

PROJECTED TAX INCREMENT REVENUE – TOTAL GENERATION

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

Property Tax Increment will begin to be generated in the tax year (ending Dec 1st) following construction completion and Tax Increment will actually be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2026, though there is no requirement under this agreement that mandates the beginning date and it can be later. It is currently estimated that during the 40-year life of the Project Area Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$1.003 billion or at a net present value (NPV)¹ of \$438 million. This amount is over and above the \$838 of base taxes that the property would generate over 40 years at the \$21.19 annual amount it currently generates as shown in Table 4.1 below.

¹ Net Present Value of future cash flows assumes a 4.75% discount rate. The same 4.75% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.





SECTION 4: PROPERTY TAX INCREMENT

BASE YEAR PROPERTY TAX REVENUE

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area (Base Taxes). The current assessed value is estimated to be \$2,291. Based upon the tax rates in the area, the collective taxing entities are receiving \$21.19 in property tax annually from this Project Area. This equates to approximately \$848 over the 40-year life of the first phase of the Project Area.

TABLE 4.1: TOTAL BASE YEAR TO TAXING ENTITIES (OVER 40 YEARS)

ENTITY	TOTAL	NPV AT 4.75%
Utah County	\$82	\$36
Alpine School District	\$529	\$235
Eagle Mountain City	\$49	\$22
Central Utah Water Conservancy District	\$37	\$16
Unified Fire Service Area – Salt Lake County	\$151	\$67
TOTAL REVENUE	\$848	\$376

PROPERTY TAX INCREMENT SHARED WITH RDA

All taxing entities that receive property tax generated within the Project Area, as detailed above, will share at least a portion of that increment generation with the Agency. All taxing entities will contribute 55% of their respective tax increment off of the real property for 40 years with the exception of Central Utah Water Conservancy District, who will participate for a 20-year period. Utah County, Eagle Mountain City, and Unified Fire Service Area will contribute 85% of their respective tax increment off of the personal property within the Project Area for 40 years. For the first five years, Alpine School District will contribute 65% of their respective tax increment off of the personal property. Contributions will then increase to 85% for the remaining 35-year period. Central Utah Water Conservancy District will contribute 75% of their respective tax increment off of the personal property within the Project Area for 20 years. The State will not contribute any portion of their incremental sales tax to implement the Project Area Plan. The assumptions in this analysis only include the tax increment projections on the first phase of the development. The Agency may be allowed to receive 40 years of tax increment for each phase that is undertaken, not to exceed 40 years for all phases beginning with the first year increment is remitted to the Agency. Each additional 20-year period will be outlined in a Project Area Budget, as necessary. Table 4.2 shows the amount of Tax Increment shared with the Agency assuming the participation levels discussed above.

TABLE 4.2: SOURCES OF TAX INCREMENT FUNDS

ENTITY	PERCENTAGE		LENGTH (YEARS)	TOTAL	NPV AT 4.75%
	REAL PROPERTY	PERSONAL PROPERTY			
Utah County	55%	85%	40	78,359,059	34,301,253
Alpine School District	55%	85% ¹	40	494,824,910	211,479,633
Eagle Mountain City	55%	85%	40	46,857,489	20,511,611
Central Utah Water Conservancy District	55%	75%	20	15,389,941	9,684,066
Unified Fire Service Area – Salt Lake County	55%	85%	40	144,784,376	63,378,574
TOTAL SOURCES OF TAX INCREMENT FUNDS				\$780,215,776	\$339,355,138

¹ Percentage to personal property in the first five years is 65 percent.





USES OF TAX INCREMENT

The anticipated development includes numerous costs, including land purchase, infrastructure and over \$4.5 billion of personal property. “But-for” the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.

The Agency will take an annual \$5,000 to administer the CRA. Ten percent will go towards affordable housing, as required by the Act. The remaining Tax Increment collected by the Agency will be used to overcome the obstacles outlined above including offsetting certain on-site public infrastructure costs, development incentives, Agency requested improvements and upgrades, desirable Project Area improvements, and other redevelopment activities as approved by the Agency.

TABLE 4.3: USES OF TAX INCREMENT

USES	TOTAL	NPV AT 4.75%
Redevelopment Activities	690,290,962	300,240,482
CRA Housing Requirement	78,021,578	33,935,514
Eagle Mountain Project Area Administration	200,000	88,815
County Project Area Administration – Returned to Meta	11,703,237	5,090,327
TOTAL USES OF TAX INCREMENT FUNDS	\$780,215,776	\$339,355,138

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

TOTAL ANNUAL PROPERTY TAX REVENUE FOR TAXING ENTITIES AT CONCLUSION OF PROJECT

As described above, the collective taxing entities are currently receiving approximately \$21.19 in property taxes annually from this Project Area. At the end of 40 years an additional \$23,887,432 in property taxes annually is anticipated, totaling approximately \$23,887,453 in property taxes annually for the area. “But for” the assistance provided by the RDA through tax increment revenues, this increase in property taxes generated for the taxing entities would not be possible.

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

ENTITY	ANNUAL BASE YEAR PROPERTY TAXES	ANNUAL PROPERTY TAX INCREMENT AT CONCLUSION OF PROJECT	TOTAL ANNUAL PROPERTY TAXES
Utah County	\$2.05	\$2,305,856	\$2,305,858
Alpine School District	\$13.23	\$14,909,310	\$14,909,324
Eagle Mountain City	\$1.22	\$1,378,866	\$1,378,867
Central Utah Water Conservancy District	\$0.92	\$1,032,858	\$1,032,859
Unified Fire Service Area – Salt Lake County	\$3.78	\$4,260,541	\$4,260,545
TOTAL REVENUE	\$21.19	\$23,887,432	\$23,887,453





SECTION 5: COST/BENEFIT ANALYSIS

ADDITIONAL REVENUES

Other Tax Revenues

The development within the Project Area will also generate energy sales and use taxes. Table 5.1 shows the total revenues generated by the Project Area. This total includes the anticipated property tax increment and energy sales and use tax.

TABLE 5.1 TOTAL REVENUES

ENTITY	PROPERTY TAX	FRANCHISE TAX	TOTAL INCREMENTAL REVENUES
Utah County	97,433,861	-	97,433,861
Alpine School District	629,992,288	-	629,992,288
Eagle Mountain City	58,263,921	45,552,656	103,816,577
Central Utah Water Conservancy District	43,643,387	-	43,643,387
Unified Fire Service Area – Salt Lake County	180,028,970	-	180,028,970
TOTAL REVENUE	\$1,009,362,427	\$45,552,656	\$1,054,915,083

ADDITIONAL COSTS

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

TABLE 5.2 TOTAL EXPENDITURES

ENTITY	CRA BUDGET	GENERAL GOVERNMENT	PUBLIC WORKS	PUBLIC SAFETY	TOTAL INCREMENTAL EXPENDITURES
Utah County	78,359,059	979,432	-	-	79,338,491
Alpine School District	494,824,910	2,064,976	-	-	496,889,886
Eagle Mountain City	46,857,489	1,017,793	218,210	930,389	49,023,881
Central Utah Water Conservancy District	15,389,941	106,980	-	-	15,496,921
Unified Fire Service Area – Salt Lake County	144,784,376	7,649,984	-	-	152,434,360
TOTAL EXPENDITURES	\$780,215,776	\$11,819,165	\$218,210	\$930,389	\$793,183,540

The total net benefit to the taxing entities participating in the Project Area is \$261,731,544 with the City's net benefit being \$54,792,696².

EXHIBIT A: PROJECT AREA MAP

² The net benefit does not include the \$78,021,578 housing portion of tax increment that will be reinvested into the City.





PROJECT AREA BUDGET
SWEETWATER INDUSTRIAL PARK CRA #4

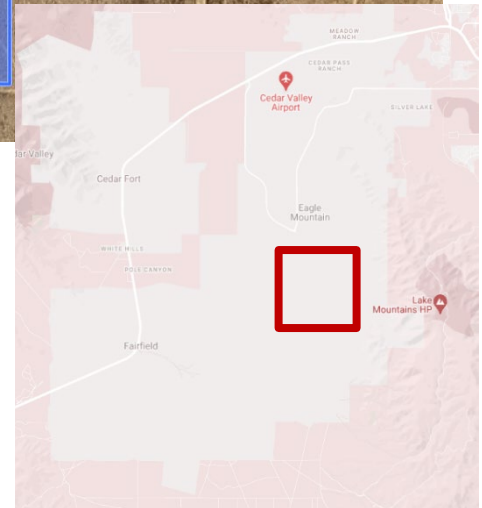




EXHIBIT B: MULTI-YEAR BUDGET

Eagle Mountain Redevelopment Agency
Sweetwater CRA #4
Increment and Budget Analysis

ASSUMPTIONS:	
Discount Rate	4.75%
Inflation Rate	0.0%

INCREMENTAL TAX ANALYSIS	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	
Cumulative Taxable Value																								
Phase I Real Property Value (Building & Land)		\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917	\$176,022,917
Phase II Real Property Value (Building & Land)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Phase I Personal Property Value		\$2,511,000,000	\$1,863,000,000	\$850,500,000	\$355,500,000	\$283,500,000	\$251,000,000	\$1,863,000,000	\$850,500,000	\$355,500,000	\$283,500,000	\$251,000,000	\$1,863,000,000	\$850,500,000	\$355,500,000	\$283,500,000	\$251,000,000	\$1,863,000,000	\$850,500,000	\$355,500,000	\$283,500,000	\$251,000,000	\$1,863,000,000	\$850,500,000
Phase II Personal Property Value		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Assessed Value:		\$2,687,022,917	\$2,039,022,917	\$1,026,522,917	\$3,311,145,833	\$2,582,145,833	\$2,797,145,833	\$2,663,145,833	\$1,569,645,833	\$3,311,145,833	\$2,582,145,833	\$2,797,145,833	\$2,663,145,833	\$1,569,645,833	\$3,311,145,833	\$2,582,145,833	\$2,797,145,833	\$2,663,145,833	\$1,569,645,833	\$3,311,145,833	\$2,582,145,833	\$2,797,145,833	\$2,663,145,833	\$1,569,645,833
Value of Current Property		\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291	\$5,291
Less New Year Value		(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)	(82,291)
TOTAL INCREMENTAL VALUE		\$2,604,731,626	\$1,956,731,626	\$944,231,626	\$3,228,854,542	\$2,500,854,542	\$2,714,854,542	\$2,580,854,542	\$1,487,354,542	\$3,228,854,542	\$2,500,854,542	\$2,714,854,542	\$2,580,854,542	\$1,487,354,542	\$3,228,854,542	\$2,500,854,542	\$2,714,854,542	\$2,580,854,542	\$1,487,354,542	\$3,228,854,542	\$2,500,854,542	\$2,714,854,542	\$2,580,854,542	\$1,487,354,542
TAX RATE & INCREMENT ANALYSIS:	2025 Rates																							
Utah County	0.008993	2,399,511	1,820,847	915,085	2,956,853	2,302,856	3,390,821	2,378,189	1,401,694	2,956,853	2,302,856	3,390,821	2,378,189	1,401,694	2,956,853	2,302,856	3,390,821	2,378,189	1,401,694	2,956,853	2,302,856	3,390,821	2,378,189	1,401,694
Alpine School District	0.005774	152,430,000	117,634,318	59,671,143	19,118,256	14,909,319	21,924,220	15,472,084	9,054,131	19,118,256	14,909,319	21,924,220	15,472,084	9,054,131	19,118,256	14,909,319	21,924,220	15,472,084	9,054,131	19,118,256	14,909,319	21,924,220	15,472,084	9,054,131
Eagle Mountain City	0.005334	1,444,630	1,088,948	1,482,112	1,768,132	1,570,866	2,072,616	1,421,730	868,191	1,768,132	1,570,866	2,072,616	1,421,730	868,191	1,768,132	1,570,866	2,072,616	1,421,730	868,191	1,768,132	1,570,866	2,072,616	1,421,730	868,191
Central Utah Water Conservancy District	0.004400	1,074,389	815,899	410,609	1,304,438	1,029,838	1,518,838	1,066,248	627,388	1,304,438	1,029,838	1,518,838	1,066,248	627,388	1,304,438	1,029,838	1,518,838	1,066,248	627,388	1,304,438	1,029,838	1,518,838	1,066,248	627,388
Unified Fire Services Area	0.001650	4,433,588	3,364,388	1,693,783	5,483,391	4,260,541	5,268,251	4,391,151	2,839,916	5,483,391	4,260,541	5,268,251	4,391,151	2,839,916	5,483,391	4,260,541	5,268,251	4,391,151	2,839,916	5,483,391	4,260,541	5,268,251	4,391,151	2,839,916
Totals:	0.009251	24,857,815	18,853,591	9,155,315	30,631,411	23,887,432	35,127,337	24,636,763	14,520,794	30,631,411	23,887,432	35,127,337	24,636,763	14,520,794	30,631,411	23,887,432	35,127,337	24,636,763	14,520,794	30,631,411	23,887,432	35,127,337	24,636,763	14,520,794
TOTAL INCREMENTAL REVENUE IN PROJECT AREA:	0.009251	\$24,857,815	\$18,853,591	\$9,155,315	\$30,631,411	\$23,887,432	\$35,127,337	\$24,636,763	\$14,520,794	\$30,631,411	\$23,887,432	\$35,127,337	\$24,636,763	\$14,520,794	\$30,631,411	\$23,887,432	\$35,127,337	\$24,636,763	\$14,520,794	\$30,631,411	\$23,887,432	\$35,127,337	\$24,636,763	\$14,520,794
PROJECT AREA BUDGET																								
PROJECT AREA BUDGET		2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047			
Sources of Funds:	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	
Property Tax Increment (Rate per Budget/Current Value)																								
Real Property Value (Building & Land)		55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%
Personal Property Value		85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%
Property Tax Increment Rate per Budget/Current Value																								
Real Property Value (Building & Land)		55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%
Personal Property Value		85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%
Property Tax Increment Rate per Budget/Current Value																								
Real Property Value (Building & Land)		55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%	55%
Personal Property Value		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Property Tax Increment Rate per Budget																								
Utah County		\$1,532,428	\$1,500,264	\$722,026	\$2,306,616	\$1,813,268	\$2,765,514	\$1,991,751	\$1,071,730	\$2,306,616	\$1,813,268	\$2,765,514	\$1,991,751	\$1,071,730	\$2,306,616	\$1,813,268	\$2,765,514	\$1,991,751	\$1,071,730	\$2,306,616	\$1,813,268	\$2,765,514	\$1,991,751	\$1,071,730
Alpine School District		\$6,583,030	\$4,951,021	\$2,725,000	\$1,275,220	\$913,510	\$1,881,387	\$1,215,028	\$619,036	\$1,215,028	\$913,510	\$1,881,387	\$1,215,028	\$619,036	\$1,215,028	\$913,510	\$1,881,387	\$1,215,028	\$619,036	\$1,215,028	\$913,510	\$1,881,387	\$1,215,028	\$619,036
Eagle Mountain City		\$1,311,441	\$977,314	\$427,740	\$1,433,139	\$1,102,246	\$1,554,724	\$1,139,011	\$642,072	\$1,433,139	\$1,102,246	\$1,554,724	\$1,139,011	\$642,072	\$1,433,139	\$1,102,246	\$1,554,724	\$1,139,011	\$642,072	\$1,433,139	\$1,102,246	\$1,554,724	\$1,139,011	\$642,072
Central Utah Water Conservancy District		\$266,026	\$207,626	\$106,813	\$306,892	\$245,192	\$366,026	\$256,026	\$166,026	\$306,892	\$245,192	\$366,026	\$256,026	\$166,026	\$306,892	\$245,192	\$366,026	\$256,026	\$166,026	\$306,892	\$245,192	\$366,026	\$256,026	\$166,026
Unified Fire Services Area		\$5,631,438	\$4,227,438	\$2,113,719	\$6,433,719	\$5,029,719	\$6,031,438	\$5,117,438	\$3,403,719	\$6,433,719	\$5,029,719	\$6,031,438	\$5,117,438	\$3,403,719	\$6,433,719	\$5,029,719	\$6,031,438	\$5,117,438	\$3,403,719	\$6,433,719	\$5,029,719	\$6,031,438	\$5,117,438	\$3,403,719
Total Property Tax Increment for Budget:		\$17,640,343	\$13,319,122	\$6,567,215	\$21,392,004	\$16,530,631	\$28,514,779	\$19,645,100	\$11,088,267	\$24,712,631	\$19,009,409	\$28,514,779	\$19,645,100	\$11,088,267	\$24,712,631	\$19,009,409	\$28,514,779	\$19,645,100	\$11,088,267	\$24,712,631	\$19,009,409	\$28,514,779	\$19,645,100	\$11,088,267
Uses of Tax Increment Funds:																								
Redevelopment Activities (Infrastructure, Incentives, etc.)	88.0%	\$15,006,702	\$11,782,122	\$5,065,986	\$18,925,523	\$14,024,008	\$25,230,590	\$17,379,144	\$9,806,710	\$21,065,078	\$16,018,327	\$25,230,590	\$17,379,144	\$9,806,710	\$21,065,078	\$16,018,327	\$25,230,590	\$17,379,144	\$9,806,710	\$21,065,078	\$16,018,327	\$25,230,590	\$17,379,144	\$9,806,710
LRA Housing Requirement	10.0%	\$1,254,044	\$1,221,912	\$625,722	\$2,139,209	\$1,050,053	\$2,851,478	\$1,964,310	\$1,106,827	\$2,471,263	\$1,900,941	\$2,851												



**EAGLE MOUNTAIN CITY
REDEVELOPMENT AGENCY BOARD MEETING
DECEMBER 2, 2025**

TITLE:	RESOLUTION - A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Central Utah Water Conservancy District for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$15,312,584 Allocated from Future Tax Increment for Budget over 20 year period
APPLICANT:	Meta

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	567 Acres

PUBLIC HEARING

No

PREPARED BY

Evan Berrett, Economic
Development Director

PRESENTED BY

Evan Berrett

RECOMMENDATION:

Staff recommends the RDA Board adopt a Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Central Utah Water Conservancy District for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater #4 Community Reinvestment Project Area.

BACKGROUND:

The Sweetwater #4 Community Reinvestment Area considers the investment of several billion dollars into the Cedar Valley for the expansion of the Meta data center campus. The project area covers approximately 567 acres directly south of the current Meta data center campus.

ITEMS FOR CONSIDERATION:

Due to the expected high costs of development and procuring power generation solutions, the tools contained within a Community Reinvestment Area are recommended to be used to make possible this expansion in Eagle Mountain rather than seeing the expansion take place at one of Meta's other sites across the country. This Community Reinvestment Area project, Sweetwater #4, respects the desires of all involved taxing entities to reduce the percentages of tax increment diverted to the project (in comparison to Sweetwater #1) while ensuring the project costs are acceptable to Meta.

If approved, Meta would begin construction as soon as possible on the first two buildings. Additional buildings have not yet been fully planned, but are anticipated in the future.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Amended Interlocal Agreement

RESOLUTION NO. R- -2025

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF EAGLE MOUNTAIN CITY,
UTAH, APPROVING AN AMENDED INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE REDEVELOPMENT AGENCY AND UTAH COUNTY
FOR THE COLLECTION AND REMITTANCE OF INCREMENTAL PROPERTY TAXES
COLLECTED FROM PROPERTY WITHIN THE
SWEETWATER #4 COMMUNITY REINVESTMENT AREA**

PREAMBLE

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the “Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS, the Redevelopment Agency of Eagle Mountain City (the “Agency”) and Utah County (the “Taxing Entity”) are “public agencies” for purposes of the Act; and

WHEREAS, after careful analysis and consideration of relevant information, the Agency desires to enter into Interlocal Agreements with the Taxing Entity whereby the Taxing Entity would remit to the Agency a portion of the property tax increment generated within the Sweetwater #4 Community Reinvestment Project Area, (the “Project Area”) which would otherwise flow to the Taxing Entity, for the purpose of encouraging development activities through the payment for certain public infrastructure and other uses that directly benefit the Project Area; and

WHEREAS, Section 11-13-202.5 of the Interlocal Cooperation Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF EAGLE MOUNTAIN CITY as follows:

1. The Amended Interlocal Cooperation Agreement between the Agency and the Taxing Entity, substantially in the form attached hereto as Exhibit A (the “Amended Interlocal Agreement”), is approved in final form, and shall be executed for and on behalf of the Agency by the Chair of the Agency Board.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Amended Interlocal Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, duly executed original counterparts of the Amended Interlocal Agreement shall be filed immediately with the Agency Secretary, the keeper of records of the Agency.
4. As provided in Utah Code Ann. § 17C-5-205(3), the Amended Interlocal Agreement shall be effective on the day on which the Agency publishes notice of the Agreement pursuant to Utah Code Ann. § 11-13-219 of the Interlocal Act.
5. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the governing board of the Redevelopment Agency of Eagle Mountain City, this 2nd day of December, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Board Chair

ATTEST:

Evan Berrett, Executive Director

CERTIFICATION

The above Resolution was adopted by the Redevelopment Agency of Eagle Mountain City, Utah, on the 2nd day of December, 2025.

Those voting yes:

- Donna Burnham
- Melissa Clark
- Jared Gray
- Rich Wood
- Brett Wright

Those voting no:

- Donna Burnham
- Melissa Clark
- Jared Gray
- Rich Wood
- Brett Wright

Those excused:

- Donna Burnham
- Melissa Clark
- Jared Gray
- Rich Wood
- Brett Wright

Those abstaining:

- Donna Burnham
- Melissa Clark
- Jared Gray
- Rich Wood
- Brett Wright

Evan Berrett, Executive Director

EXHIBIT A: INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 19th day of November, 2025, by and between the **EAGLE MOUNTAIN REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the “Agency”), and the **CENTRAL UTAH WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (the “Water District”) in contemplation of the following facts and circumstances:

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

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

C. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #4 (the “Project Area”), through the adoption of the Sweet Water Industrial Park #4 Plan (the “Project Area Plan”), located within the City, which Project Area is described in Exhibit “A” attached hereto and incorporated herein by this reference; and

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

E. **WHEREAS**, historically, the Project Area has generated a total of \$21 per year in property taxes for the various taxing entities, including the City, Utah County (the “County”), Alpine School District (the “School District”), and other taxing entities; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately \$34,951,566 per year; and

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

H. **WHEREAS**, the Agency has retained LRB Public Finance Advisors, an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Draft Project Area Plan attached as Exhibit “B”; and

I. **WHEREAS**, the Agency will create the Sweet Water Industrial Park Community Reinvestment Project Area #4 Budget (the “Project Area Budget”), a draft copy of which is attached as Exhibit “C”, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

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

NOW, THEREFORE, the parties agree as follows:

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

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

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2024, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2024 Utah County assessment rolls for all property located within the Project Area (which is currently estimated to be \$2,291, but is subject to final adjustment and verification by the County and Agency).

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

5. **Payment Trigger.** The Property may be developed in Phases. A “Phase” means each phase of the development of the Property as designated by a participant, which Phase shall include at least one (1) Building and any associated real property identified and designated by a participant. A Phase may or may not be a legally subdivided parcel of real property. The first year of payment of Tax Increment from the Water District to the Agency shall be determined by the Agency. The Agency shall trigger the collection of Tax Increment for a Phase by delivering a letter or other written request to the Utah County Auditor’s office identifying such Phase (the “Trigger Notice”) provided that the Trigger Notice for the first Phase must be provided within seven (7) year from the date of this Agreement. The Agency shall be entitled to receive Tax Increment for each Phase for a period of twenty (20) full calendar years commencing with the year after the Agency delivers a Trigger Notice for the first Phase (each, an “Increment Period”). However, the Agency will no longer be entitled to receive tax increment on any Phase after the twentieth year following the Trigger Notice for the first Phase.

6. **Total Payment to Agency.** The Water District shall authorize the County to remit to the Agency, beginning with property tax receipts during the first five years each Incremental Period for each Phase, 63% of the annual Tax Increment generated from the personal property tax within the Project Area and 55% of the annual Tax Increment generated from the real (*i.e.*, building, land, and fixtures) and centrally assessed property within the Project Area attributable to the Water District’s tax levy. During the subsequent fifteen years the Water District shall authorize the County to remit to the Agency, beginning with property tax receipts each Incremental Period for each Phase, 75% of the annual Tax Increment generated from the personal property tax within the Project Area and 55% of the annual Tax Increment generated from the real (*i.e.*, building, land, and fixtures) and centrally assessed property within the Project Area; provided, however, that the total amount of such Tax Increment generated and properly attributable to the Water District’s tax levy that is paid to the Agency under this Agreement shall not exceed \$2,383,935 per Phase and shall not exceed a total of \$14,303,612 for all Phases within the Project Area and the twenty (20) full calendar years commencing with the year after the Agency delivers a Trigger Notice for the first Phase.

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

8. **Water District Administrative Fee.** The parties agree that the Water District shall receive from the Agency, within 30 days from the date of this Agreement, an administrative fee in the amount of \$1,000 to cover the cost of Water District’s staff time and legal review for this Agreement and shall receive an administrative fee in the amount of \$1,000 for any subsequent modifications, or extension requests.

9. **Conservation Requirements.** As applicable, the Project Area shall meet the Water District’s CRA Conservation Requirements (the “Conservation Requirements”) attached hereto as Exhibit “D” and incorporated herein by this reference. The failure of the Project Area to meet the Conservation Requirements shall be a breach of this Agreement and shall allow the Water District to terminate this Agreement after allowing 30 days to correct such failure(s) to meet the Conservation Requirements.

10. **Prohibition of Issuing Bonds Secured by the Water District’s Tax Increment.** Notwithstanding anything contained herein, or in the Act, to the contrary, the Agency covenants with the Water District that the Agency shall not issue bonds secured by the Water District’s Tax Increment to be paid to the Agency under this Agreement.

11. **No Independent Duty.** The Water District shall be responsible to remit to the Agency only Tax Increment actually received by the County acting as the tax collecting agency for the Water District. The Water District shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County, on behalf of the Water District on an annual basis during each Increment Period for each Phase.

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

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

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

If to Water District:
Central Utah Water Conservancy District
Attn: General Manager
1426 E 750 N, STE 400
Orem, UT 84097
Phone: (801) 226-7100

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

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

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

thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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

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

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

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

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

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

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

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

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

25. **Duration.** This Agreement shall terminate after the twentieth year following the Trigger Notice of the first Phase of the Project Area.

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

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

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

- a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The General Manager of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

[The balance of the page intentionally left blank.]

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

Water District: CENTRAL UTAH WATER
CONSERVANCY DISTRICT

Attest:

By: _____
Shelley Brennan, Chair

Gene Shawcroft, Secretary

Approved as to form:

Robert J. Moore, General Counsel

Agency: EAGLE MOUNTAIN REDEVELOPMENT AGENCY

Attest:

By: _____
Its: Chair

Secretary

Approved as to form:

Attorney for Agency

**EXHIBIT “B”
To
INTERLOCAL AGREEMENT**

Project Area Plan

**EXHIBIT “C”
To
INTERLOCAL AGREEMENT**

Project Area Budget

EXHIBIT “D”
To
INTERLOCAL AGREEMENT

Conservation Requirements

Subject to federal, state, and local laws, all Community Reinvestment Area (CRA) proposals must meet the following Central Utah Water Conservancy District’s (District) conservation requirements to be considered. In the event of more restrictive conservation municipal ordinances applicable to the CRA proposal, then those municipal ordinances shall control.

Lawn Requirements

1. Commercial, industrial, institutional, and multi-family development landscapes, lawn area shall not exceed 20% of the total landscaped area, outside of active recreation.
 - a. Active recreation definition: Lawn used for the specific purpose of recreation that requires grass. (i.e. soccer field, park, golf course, etc.)
2. Lawn area in single family residential shall not exceed 35% of the front yard landscaped area.
 - a. Landscaped area definition: Improved areas of the property that incorporate all the completed features of the landscape. Landscaped area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, and other non-irrigated areas intentionally left undeveloped.
3. Lawn shall not be installed on parkstrips, paths, or on slopes greater than 25% or 4:1 grade.
4. Lawn shall not be less than 8 feet wide at its narrowest point.

Landscape Requirements

1. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation shall be used except in lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, and any other appropriate components.
2. Each irrigation valve shall irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and planting beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.
3. Landscaped areas shall be provided with a WaterSense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.
4. At least 3-4 inches of mulch, permeable to air and water, shall be used in planting beds to control weeds and improve the appearance of the landscaping.
5. At maturity, landscape areas are recommended to have enough plant material (perennials and shrubs) to create at least 50% living plant cover at maturity at the ground plane, not including tree canopies.

Additional Recommendations

1. All new and future construction and future additions, remodels, or refurbishments shall install plumbing fixtures that have the WaterSense label, including: lavatory faucets, shower heads, sink faucets, water closets (tank and flushometer-valve toilets), and urinals, to the extent Utah law allows municipalities or local districts to require these fixtures.