

AMENDMENT
to the
INTERLOCAL COOPERATION AGREEMENT
between the
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY
and
SALT LAKE COUNTY

This Amendment to the Interlocal Cooperation Agreement between the Community Development and Renewal Agency of Herriman City and Salt Lake County (the “Amendment”) is made and entered into this 1st day of January, 2022 (the “Effective Date”) by and between the COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY, a Utah community development and renewal agency or redevelopment agency (“Agency”), and SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”). The County and the Agency may each be referred to hereinafter as a “Party” and collectively as the “Parties.”

RECITALS

A. The Parties entered into an interlocal cooperation agreement effective as of May 24, 2016 (the “Agreement”), which Agreement is identified as Salt Lake County Contract No. 0000001239. The Agreement provides for the contribution of County Tax Increment for the purpose of providing funds to carry out the Project Area Plan for the Herriman Business Center Community Development Project Area (the “Project Area Plan”).

B. The Agency is proposing an amendment to the Amended Project Area Plan to adjust the expectations regarding total acreage and units of residential development within the area as well to make a minor adjustment in the boundary as requested by the County and pursuant to UTAH CODE ANN. § 17C-4-108(3).

NOW, THEREFORE, in consideration of the foregoing, the County and the Agency hereby agree as follows.

AGREEMENT

1. **Exhibits**. The following exhibits are attached to this Amendment and incorporated herein for all purposes:

EXHIBIT A – Business Center CDA Amended Project Area Plan (July 2017)

EXHIBIT B – *Amended* Project Area Map and Layout of Principal Streets

EXHIBIT C – *Amended* Legal Description

2. **Amendments and Modifications.** Exhibit A of the Agreement is hereby amended, restated, and replaced by **Exhibit A** of this Amendment, entitled “Business Center CDA Amended Project Area Plan,” which is hereby incorporated into the Agreement subject to the following:

- a. The Business Center CDA Amended Project Area Plan (July 2017) is hereby modified, to the extent necessary, to allow for up to 32 acres of residential housing (including high-density) and up to 850 residential units, resulting in a maximum density of 26.5 units per acre.
- b. Appendix A to the Business Center CDA Amended Project Area Plan, entitled “Project Area Map and Layout of Principal Streets,” is replaced in its entirety and superseded by **Exhibit B** of this Amendment, entitled “*Amended* Project Area Map and Layout of Principal Streets,” which is hereby incorporated into the Agreement. All references in the Business Center CDA Amended Project Area Plan to “Appendix A” shall henceforth mean Exhibit B of this Amendment.
- c. Appendix B to the Business Center CDA Amended Project Area Plan, entitled “Legal Description” is hereby modified to include the additional property identified in the attached **Exhibit C** of this Amendment (the “Remainder Property”), entitled “*Amended* Legal Description.” The Remainder Property includes the 12.32 acres of parcel 33-08-326-00800 not previously included in the Agreement. All references in the Business Center CDA Amended Project Area Plan to “Appendix A” shall henceforth be read to include Exhibit C of this Amendment.

3. **All Other Terms Remain In Effect.** Except as specifically modified and amended by the terms of this Amendment, including Exhibits, the terms and provisions of the Agreement shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement or this Amendment (or a prior amendment), the provisions of this Amendment shall control and govern.

4. **Defined Terms and Effective Date.** Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement. Upon execution by both Parties, this Amendment shall relate back to and be effective as of the Effective Date.

5. **Counterparts.** This Amendment may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Amendment delivered by facsimile or email shall be deemed an original signed copy of this Amendment.

Each Party hereby signs this Amendment on the date written by each Party on the signatures pages attached hereto.

AMENDMENT TO AGREEMENT -- SIGNATURE PAGE FOR COUNTY

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 20____

Approved by:

Salt Lake County Office of Regional Development

By _____

Name: _____

Title: _____

Dated: _____, 20____

Approved as to Form and Legality:

By  _____
Deputy District Attorney

Name: Adam Miller

Dated: March 3, 2022

AMENDMENT TO AGREEMENT -- SIGNATURE PAGE FOR AGENCY

**COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN CITY**

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTEST

JACKIE NOSTROM, Agency Clerk

Approved as to Form and Legality:

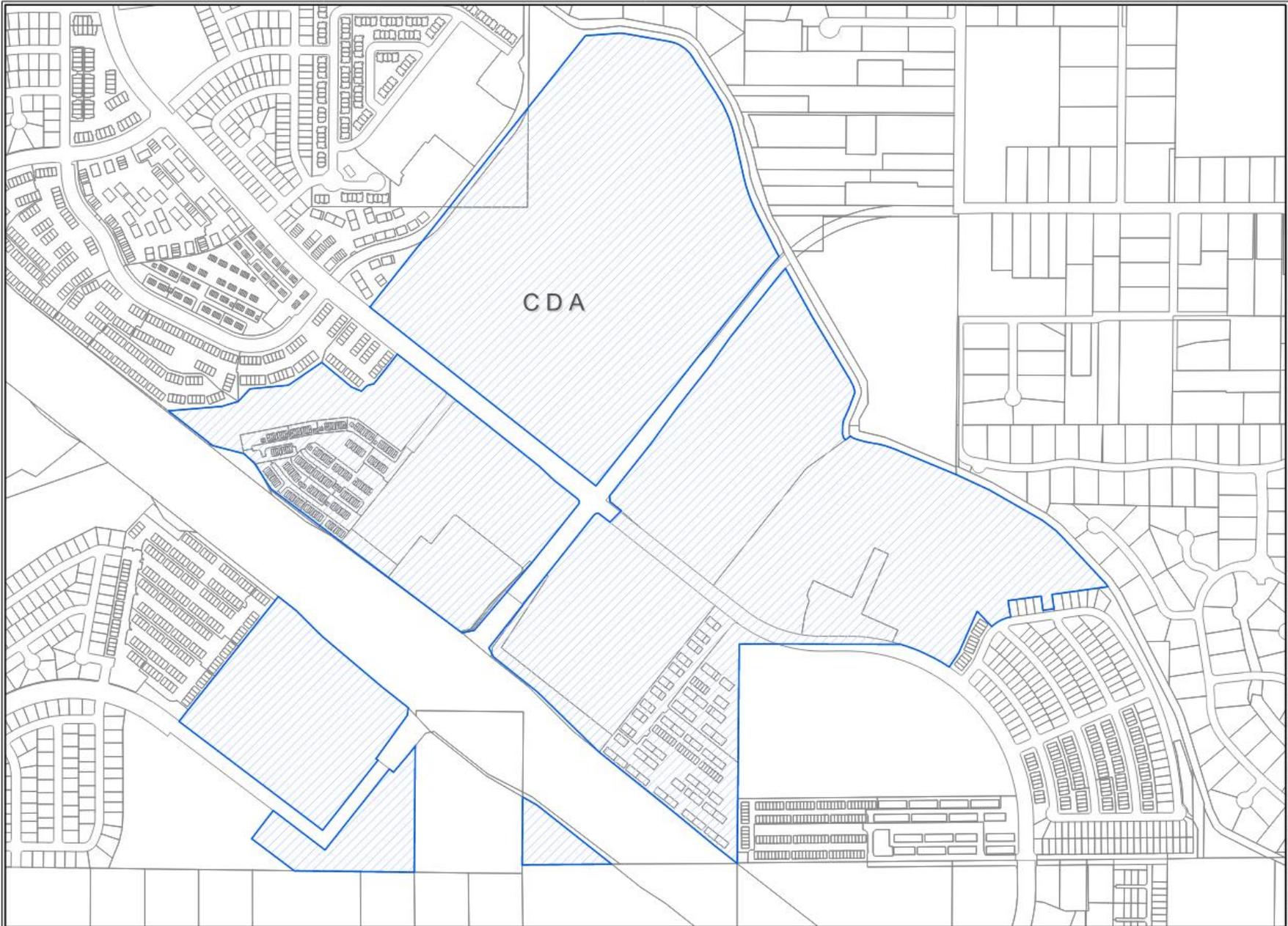
CHASE A. ANDRIZZI, Agency Attorney

EXHIBIT A

Business Center CDA Amended Project Area Plan (July 2017)

EXHIBIT B

Amended Project Area Map and Layout of Principal Streets



HERRIMAN BUSINESS CENTER CDA
12.03.2021



Path: Q:\GIS\Maps\Misc\2021\SouthHerriman\Herriman Business Center CDA.mxd 12/3/2021

EXHIBIT C

Amended Legal Description

(addition of remaining 12.32 acres of parcel 33-08-326-00800)

Real CDA Addition Parcel Legal Description
December 1, 2021

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS SOUTH 0°33'08" WEST ALONG THE SECTION LINE A DISTANCE OF 300.01 FEET FROM THE CENTER QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 67°22'35" EAST 14.38 FEET; THENCE SOUTH 65°09'03" EAST 210.38 FEET; THENCE SOUTH 59°50'38" EAST 372.88 FEET; THENCE SOUTH 52°56'35" EAST 105.79 FEET; THENCE SOUTH 43°56'36" EAST 163.88 FEET; THENCE SOUTH 42°47'17" EAST 277.62 FEET; THENCE SOUTH 34°16'57" EAST 29.32 FEET; THENCE SOUTH 82°04'39" WEST 346.48 FEET; THENCE SOUTH 07°55'21" EAST 88.00 FEET; THENCE SOUTH 82°04'39" WEST 68.00 FEET; THENCE NORTH 07°55'21" WEST 88.00 FEET; THENCE SOUTH 82°04'39" WEST 202.84 FEET; THENCE SOUTH 09°41'32" EAST 101.66 FEET, TO A POINT ON A 225.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 132.65 FEET (LONG CHORD BEARS SOUTH 63°25'03" WEST 130.74 FEET); THENCE NORTH 43°28'21" WEST 128.47 FEET; THENCE SOUTH 24°00'00" WEST 276.85 FEET; THENCE SOUTH 33°27'55" WEST 106.15 FEET, TO A POINT ON A 1145.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 508.21 FEET (LONG CHORD BEARS NORTH 69°15'00" WEST 504.05 FEET); THENCE NORTH 89°38'37" EAST 502.63 FEET; THENCE NORTH 0°33'08" EAST 1001.35 FEET, TO THE POINT OF BEGINNING.

CONTAINS 12.32 ACRES

