

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the **ROY CITY REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **WEBER COUNTY SCHOOL DISTRICT**, a political subdivision of the State of Utah (the "School District") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency is operated under the provisions of 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 Roy 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 and investments which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its residents; 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 created the AMENDED 1900 SOUTHEAST COMMUNITY REINVESTMENT PROJECT AREA (the "Project Area") through the adoption of the Amended 1900 Southeast Community Reinvestment Project Area 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 mixed-use residential and commercial development. 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 \$484,227 per year in property taxes for the various taxing entities, including the City, Weber County (the "County"), 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 \$1,617,984 per year at the end of the Project Area; and

G. **WHEREAS**, the Agency has requested the City, County, School District, and other Special Service Districts 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 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 constituents of the School District for the School District to remit such payments to the Agency to permit the Agency to leverage private development within the Project Area; and

I. **WHEREAS**, the Agency has retained Urban & Main Consulting, an independent economic development 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 Budget; and

J. **WHEREAS**, the Agency has adopted the Amended 1900 Southeast Community Reinvestment Project Area 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 School District has determined that significant additional property tax revenue (*i.e.*, Tax Increment, as defined by the Act) will likely be generated by the development of public amenities within 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 School District 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, land assemblage, 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 tax year 2022, 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 2022 Weber County assessment rolls for all property located within the Project Area (which is currently estimated to be \$49,210,014, 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, 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 and Length of Tax Increment Collection Period.** The first year (“Year One”) of payment of Tax Increment from the School District to the Agency shall be determined by the Agency, but the Agency will trigger the Project Area for collection no later than by March 1, 2026. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Twenty. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Weber County Auditor’s office.

6. **Total Payment to Agency.** The School District shall authorize the remittance to the Agency, beginning with property tax receipts in Year One, and continuing through Year Twenty, 70% of the annual Property Tax Increment generated from within the Project Area, including the real (*i.e.*, building, land, and fixtures), personal, and centrally assessed property within the Project Area.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real property, personal property, and centrally assessed property taxes collected from the Project Area by the County, acting as the tax collection agency. 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. **Prohibition of Reduction of Funds by Taxing Entities.** As required under 17C-5-204(6), this agreement prohibits a taxing entity from proportionately reducing the amount of project area funds the taxing entity consents to pay to an agency under this section by the amount of any direct expenditures the taxing entity makes within the project area for the benefit of the project area or the agency.

9. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County, acting as the tax collecting agency for the School District. 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 behalf of the School District on an annual basis.

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 School District:
Weber County School District
Attn: School District Board
5320 Adams Ave. Pkwy
Ogden, Utah 84405
Phone: (801) 476-7800

If to Agency:
Roy City Redevelopment Agency

Attn: Agency Board
5051 S. 1900 W.
Roy, Utah 84067
Phone: (801) 774-1000

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 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 Weber 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 School 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 School 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.

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

23. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty or according to the sunset provision in the Project Area Budget.

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. **GRAMA.** The Parties acknowledge that disclosure of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-7-101, et seq.

27. **Governmental Immunity.** School District and Agency are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Governmental Immunity Act, School District and Agency agree that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officers, officials, or employees. Neither Party waives or intends to waive any defenses or limits of liability otherwise available under the Governmental Immunity Act.

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 shall be 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 shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with 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.

(The remainder of the page is intentionally left blank.)

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

School District: WEBER COUNTY SCHOOL DISTRICT

Attest:

By: _____
Its: Board Chair

School District Secretary

Approved as to form:

Attorney for School District

Agency: ROY CITY REDEVELOPMENT AGENCY

Attest:

By: _____
Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

A PART OF THE WEST HALF OF SECTION 13, THE NORTHWEST QUARTER OF SECTION 24, AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN U.S. SURVEY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTION 13, SECTION 24, AND SECTION 23, TOWNSHIP 5 NORTH, RANGE 2 WEST, CONTINUING NORTH 00°16'40" EAST 1325.76 FEET ALONG SAID SECTION LINE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF PARCEL NO. 08-113-0034; THENCE SOUTH 89°38'58" EAST 550.77 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE NORTH 13°04'06" EAST 902.87 FEET ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF PARCEL NO. 08-114-0008 AS SHOWN IN RECORD OF SURVEY NO. 4318 AS RECORDED IN THE WEBER COUNTY SURVEYOR'S OFFICE; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID PARCEL; (1) SOUTH 74°03'40" WEST 138.79 FEET; (2) NORTH 36°05'20" WEST 49.96 FEET; (3) SOUTH 52°30'39" WEST 135.53 FEET TO THE EAST MOST LINE OF PARCEL NO. 08-114-0043; THENCE SOUTH 13°13'20" EAST 126.02 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID PARCEL; THENCE SOUTH 89°31'40" WEST 138.70 FEET ALONG SAID SOUTH LINE AND EXTENDED ALONG THE SOUTH LINE OF PARCEL NO. 08-114-0044 TO THE NORTH LINE OF PARCEL NO. 08-115-0020 AS SHOWN IN SAID RECORD OF SURVEY; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCE ALONG SAID PARCEL; (1) NORTH 37°29'20" WEST 41.37 FEET; (2) SOUTH 52°30'40" WEST 108.22 FEET; (3) NORTH 73°08'43" WEST 151.02 FEET; THENCE NORTH 89°43'20" WEST 115.72 FEET TO THE SAID WEST LINE OF SECTION 13; THENCE NORTH 00°16'40" EAST 21.59 FEET ALONG SAID WEST LINE TO THE SOUTHWESTERLY EXTENSION OF THE CENTERLINE OF RIVERDALE ROAD; THENCE NORTH 52°30'40" EAST 1685.65 FEET ALONG SAID CENTERLINE TO THE ROY CITY CORPORATE LIMITS LINE; THENCE SOUTH 00°37'09" WEST 95.32 FEET ALONG SAID CORPORATE LIMITS LINE TO THE SOUTH RIGHT-OF-WAY LINE OF SAID RIVERDALE ROAD; THENCE NORTH 52°30'40" EAST 224.91 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID CORPORATE LIMITS LINE TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID WEST RIGHT-OF-WAY LINE; (1) SOUTH 11°28'25" WEST 469.91 FEET; (2) SOUTH 15°08'02" WEST 1456.40 FEET; (3) SOUTH 19°54'02" WEST 277.05 FEET TO A POINT OF CURVATURE WITH A 1095.92 FOOT RADIUS TO THE RIGHT; (4) 240.69 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°35'00" (CHORD BEARS SOUTH 26°11'32" WEST 240.20 FEET); (5) SOUTH 32°29'02" WEST 92.79 FEET TO A POINT OF CURVATURE WITH A 1195.92 FOOT RADIUS CURVE TO THE LEFT; (6) 302.69 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°30'05" (CHORD BEARS SOUTH 25°13'59" WEST 301.88 FEET) TO THE SOUTHEAST CORNER OF PARCEL NO. 08-113-0012 AS SHOWN IN RECORD OF SURVEY NO. 3131 AS RECORDED IN THE WEBER COUNTY SURVEYOR'S OFFICE; THENCE NORTH 89°40'16" WEST 230.95 FEET ALONG THE SOUTH LINE OF SAID PARCEL AND ITS WESTERLY EXTENSION TO THE CENTERLINE OF THE UNION PACIFIC RAILROAD AND SAID POINT ALSO BEING A POINT OF NON-CURVATURE WITH A 3302.06 FOOT RADIUS CURVE TO THE LEFT; THENCE 348.97 FEET ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 06°03'18" (CHORD BEARS SOUTH 05°35'48" WEST 348.81 FEET) TO THE NORTH RIGHT OF WAY LINE 5600 SOUTH STREET; THENCE SOUTH 60.90 FEET MORE OR LESS TO THE CENTERLINE OF SAID 5600 SOUTH STREET; THENCE ALONG SAID 5600 SOUTH STREET NORTH 89°40'23" WEST 30.00 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF PARCEL 09-141-0033, SAID POINT ALSO ON THE NORTHERLY EXTENSION OF THE EAST LINE OF UNION PACIFIC RAILROAD COMPANY PARCEL 09-141-0039 AS SHOWN ON ENTRY NO. 189915 IN THE WEBER COUNTY RECORDERS

OFFICE; THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE WEST LINE OF THE UNION PACIFIC RAILROAD AS SHOWN ON ENTRY NO. 184534, IN BOOK 599, PAGE 326; (1) SOUTH 00°13'60" WEST (SOUTH) 1001.29 FEET; (2) THENCE SOUTH 14°29'56" WEST 123.71 FEET (SOUTH 14°01'00" WEST 103 FEET); (3) THENCE SOUTH 00°27'41" WEST 199.17 FEET (SOUTH 200 FEET) TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24; (4) SOUTH 89°55'52" EAST 21.98 FEET (EAST 25 FEET) TO THE NORTHEAST CORNER OF PARCEL 09-142-0035; THENCE ALONG THE BOUNDARY OF SAID PARCEL 09-142-0035 THE FOLLOWING TWO (2) COURSES AND DISTANCES; (1) SOUTH 00°18'59" WEST 190.70 FEET (SOUTH 00°18'41" WEST 189.75 FEET) TO THE SOUTHEAST CORNER OF SAID PARCEL 09-142-0035; (2) THENCE NORTH 89°32'09" WEST 16.00 FEET TO THE NORTHWEST CORNER OF STATE ROAD COMMISSION PARCEL 09-142-0016, SAID POINT ALSO ON THE WEST LINE OF THE RIGHT OF WAY OF THE INTERSTATE HIGHWAY NO 15 AS DESCRIBED ON SHEETS 3 AND 4 OF STATE HIGHWAY PROJECT NUMBER I15-8(6) 334, MAPS ON FILE AT THE REGION 1 OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION; THENCE FOLLOWING SAID WEST RIGHT OF WAY LINE SOUTH 10°48'47" WEST (SOUTH 10°42'00" WEST) 660.17 FEET TO THE SOUTHEAST CORNER OF STATE ROAD COMMISSION PARCEL 09-142-0009 AS SHOWN ON ENTRY NO. 412725 IN THE WEBER COUNTY RECORDERS OFFICE, SAID POINT ALSO KNOWN AS THE SOUTHEAST CORNER OF PARCEL 09-142-0024 AS SHOWN ON ENTRY NO. 3184331 IN THE WEBER COUNTY RECORDERS OFFICE; THENCE NORTH 89°31'53" WEST ALONG THE SOUTH LINE OF SAID PARCEL 09-142-0024 AND WESTERLY EXTENSION THERE OF 238.84 FEET MORE OR LESS TO THE CENTERLINE OF 1900 WEST STREET; THENCE ALONG SAID CENTERLINE NORTH 00°27'44" EAST 1,959.84 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF PARCEL 09-340-0007; THENCE NORTH 89°31'55" WEST (NORTH 89°32'09" WEST) 214.35 FEET TO THE NORTHWEST CORNER OF PARCEL 09-340-0007; THENCE SOUTH 00°28'05" WEST (SOUTH 00°27'51" WEST) 56.25 FEET TO A POINT ON THE SOUTH LINE OF PARCEL 09-340-0003; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID PARCEL 09-340-0003 AND THE NORTHERLY EXTENSION OF THE WEST LINE THEREOF; (1) NORTH 89°32'21" WEST 244.86 FEET (NORTH 89°32'09" WEST); (2) NORTH 00°09'17" EAST (NORTH 00°27'51" EAST) 254.40 FEET TO THE CENTERLINE OF 5600 SOUTH STREET; THENCE ALONG SAID CENTERLINE SOUTH 89°43'37" EAST 460.30 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINS 67.52 ACRES MORE OR LESS.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget