

RALPH BECKER
Mayor



MARGARET PLANE
CITY ATTORNEY

SCANNED TO: *Wayne*
SCANNED BY: *Pauline*
DATE: 10/30/14

CITY COUNCIL TRANSMITTAL

Will Remington Love
David Everitt, Chief of Staff

Date Received: 10-30-14
Date sent to Council: 10-30-14

TO: Salt Lake City Council
Charlie Luke, Chair

DATE: October 27, 2014

FROM: D.J. Baxter, RDA Executive Director

D.J. Baxter

SUBJECT: Request to confirm and extend the life of the Redevelopment Agency Sugar House Project Area.

STAFF CONTACT: D.J. Baxter, Executive Director
Redevelopment Agency of Salt Lake City
801.535.7240, dj.baxter@slcgov.com

COUNCIL SPONSOR: Stan Penfold, RDA Board Chair

DOCUMENT TYPE: Resolution approving two agreements:
1. Payment Confirmation Agreement
2. Interlocal Agreement

RECOMMENDATION: City Council is being asked to consider approval of a resolution to enter into a Tax Increment Payment Confirmation Agreement and an Interlocal Agreement with the Redevelopment Agency of Salt Lake City (the "RDA"), and the other Salt Lake City taxing entities. The Interlocal Agreement requires a public hearing.

BUDGET IMPACT: The Payment Confirmation Agreement will ensure that Salt Lake City and the RDA continue to receive their respective shares of Sugar House tax increment through tax year 2014. Under the proposed Interlocal Agreement, the RDA would continue to collect 60% of the Sugar House increment for tax years 2015 and 2016, and distribute directly to each taxing entity – including Salt Lake City - 95% of its portion of the tax increment proceeds. At the time this transmittal was finalized, the County was still reviewing these agreements, and may still request some revisions. We will update the Council on any substantive modifications they request.

RESOLUTION NO. ___ OF 2014

AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX INCREMENT PAYMENT CONFIRMATION AGREEMENT BY AND AMONG THE REDEVELOPMENT AGENCY OF SALT LAKE CITY (THE "RDA"), SALT LAKE CITY, UTAH (THE "CITY"), AND OTHER TAXING ENTITIES TO CONFIRM THE RDA'S AUTHORITY TO COLLECT TAX INCREMENT FOR THE SUGAR HOUSE PROJECT AREA FOR YEARS 2013 AND 2014

AND

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL COOPERATION AGREEMENT BY AND AMONG THE RDA, THE CITY, AND OTHER TAXING ENTITIES TO EXTEND AND MODIFY THE RDA'S AUTHORITY TO COLLECT TAX INCREMENT FOR THE SUGAR HOUSE PROJECT AREA FOR YEARS 2015 AND 2016

WHEREAS, the RDA was created pursuant to the provisions of the Utah Redevelopment Law and the RDA continues to operate under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "CDRA Act"), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Salt Lake City, Utah as contemplated by the CDRA Act;

WHEREAS, the City and the RDA are public agencies as defined by the Interlocal Act and are authorized to enter into interlocal agreements to act jointly and cooperatively as described herein;

WHEREAS, on October 23, 1986 the RDA and the City Council of Salt Lake City adopted the "Sugar House Neighborhood Development Plan" dated September 19, 1986 (the "Project Area Plan") for the Sugar House Neighborhood Development Project Area (as defined therein, the "Project Area");

WHEREAS, the RDA, the City and the other taxing entities have determined that the legal authority for the RDA to collect Tax Increment for the Project Area through December 31, 2014 should be confirmed by all parties;

WHEREAS, a Tax Increment Payment Confirmation Agreement in the form presented to the Salt Lake City Council (the "Payment Confirmation Agreement") would confirm the RDA's authority to collect Tax Increment for the Project Area for the years 2013 and 2014;

WHEREAS, the RDA is considering an extension of the budget for the Project Area for an additional term of two (2) years, consisting of tax years 2015 through 2016 inclusive, pursuant to which the RDA would continue to collect Sixty Percent (60%) of the Tax Increment from the Project Area, from which the RDA would retain five percent (5%) of such Tax Increment for the purposes of payment of an administrative fee for the RDA's administration of the Project Area Plan;

WHEREAS, the extension of the budget being considered by the RDA would involve paying the City Ninety Five Percent (95%) of its applicable share of the Sixty Percent (60%) of the Tax Increment received from the Project Area by the RDA;

WHEREAS, an Interlocal Agreement in the form presented to the Salt Lake City Council (the "Interlocal Agreement") would extend the budget for the Project Area on such terms; and

WHEREAS, the RDA will hold a public hearing on December 9, 2014 and provide notice to all property owners in the Project Area of the public hearing and proposed amendments to the budget for the Project Area;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, that Salt Lake City hereby approves the execution of the Payment Confirmation Agreement in substantially the form presented to the Salt Lake City Council, with such changes as the Mayor deems necessary and appropriate following consultation with the RDA and the other taxing entities that are not materially inconsistent with the provisions of such form, and with such other changes as the Salt Lake City Attorney deems legally necessary or appropriate;

BE IT FURTHER RESOLVED, that Salt Lake City, subject to the RDA approving the Interlocal Agreement following its public hearing, hereby approves the execution of the Interlocal Agreement in substantially the form presented to the Salt Lake City Council, with such changes as the Mayor deems necessary and appropriate following consultation with the RDA and the other taxing entities that are not materially inconsistent with the provisions of such form, and with such other changes as the Salt Lake City Attorney deems legally necessary or appropriate;

BE IT FURTHER RESOLVED, that Salt Lake City hereby authorizes and directs the Mayor to execute the Payment Confirmation Agreement and to take all other actions necessary or appropriate in connection therewith; and

BE IT FURTHER RESOLVED, that Salt Lake City, subject to the RDA approving the Interlocal Agreement following its public hearing, hereby authorizes and directs the Mayor to execute the Interlocal Agreement and to take all other actions necessary or appropriate in connection therewith.

Passed by the City Council of Salt Lake City, Utah, this __ day of November, 2014.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:



Salt Lake City Attorney's Office
HB_ATT-#41726

BACKGROUND/DISCUSSION:

Summary:

The Tax Increment Payment Confirmation Agreement clarifies the official expiration date for the Sugar House Project Area. The expiration date for the Sugar House Project Area was set initially at 2012, but was extended to 2014 through an agreement between the RDA and Salt Lake County Auditor's office in the early 1990s. The Auditor's office has recently requested that all taxing entities acknowledge the RDA's authority to collect tax increment for the 2013 and 2014 tax years based on the previous agreement. This new agreement will help clarify the collection period.

In addition, the RDA is requesting consideration to amend the Sugar House Project Area to extend the tax increment collection period by two years through an Interlocal Agreement. While the project area boundaries and base valuation would remain the same, the Interlocal Agreement would permit the RDA to continue collecting tax increment for the 2015 and 2016 tax years. Under the terms of the Interlocal Agreement, the RDA would collect 60% of the increment (as it does currently), and then pay the each taxing entity 95% of its share of the tax increment proceeds received and retain 5% for administrative costs. The Interlocal Agreement would also include the participation of Salt Lake County, Salt Lake City School District, Salt Lake Mosquito Abatement District, Bureaus of Reclamation, Metropolitan Water District of Salt Lake & Sandy, and Salt Lake City Public Library. This extension will allow time for the taxing entities to seek clarification of the formula for calculating property tax distributions upon the expiration of a redevelopment project area.

Agreement Requests:

1. Tax Increment Confirmation Agreement - This Agreement provides confirmation by all taxing entities that the RDA has the legal authority to collect tax increment for the years 2013 and 2014.
2. Interlocal Agreement - The RDA would continue to collect 60% of the Sugar House tax increment for tax years 2015 and 2016, and pay the City 95% of its applicable share of the Tax Increment, in each case within thirty (30) days of the final report and payment from Salt Lake County for each applicable tax year.

Previous Terms:

The Sugar House Project Area was initially created in 1986 with the first tax increment paid in 1988. The Project Area boundaries are from approximately 900 East to 1300 East and I-80 to 1090 South. The adopted Project Area Plan describes development objectives that include the establishment of the visible image of the Sugar House Business District as a unique place, the elimination of physical and economic blight, and the creation of a walkable community.

ATTACHMENTS:

1. Resolution
2. Sugar House Project Area map

Interlocal Agreement

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of November, 2014, by and among **REDEVELOPMENT AGENCY OF SALT LAKE CITY** (the “**AGENCY**”), **BOARD OF EDUCATION OF SALT LAKE CITY SCHOOL DISTRICT** (the “**SCHOOL DISTRICT**”), **SALT LAKE CITY CORPORATION** (the “**CITY**”), **SALT LAKE COUNTY** (the “**COUNTY**”), **SALT LAKE MOSQUITO ABATEMENT DISTRICT** (the “**ABATEMENT DISTRICT**”), **BUREAU OF RECLAMATION, UNITED STATES DEPARTMENT OF THE INTERIOR** (the “**BOR**”), **METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY** (“**METRO**”) and **SALT LAKE CITY PUBLIC LIBRARY** (the “**LIBRARY**”) (collectively, the “**PARTIES**”).

WHEREAS, the Agency was created pursuant to the provisions of the Utah Redevelopment Law and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**CDRA Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Salt Lake City, Utah as contemplated by the CDRA Act;

WHEREAS, on October 23, 1986 the Agency and the City Council of Salt Lake City adopted the “Sugar House Neighborhood Development Plan” dated September 19, 1986 (the “**Project Area Plan**”) for the Sugar House Neighborhood Development Project Area (as defined therein, the “**Project Area**”);

WHEREAS, the Agency has been collecting a portion of the annual tax increment (as defined in the Project Area Plan, “**Tax Increment**”) to utilize as provided in the Project Area Plan;

WHEREAS, the legal authority for the Agency to collect Tax Increment expires December 31, 2014;

WHEREAS, the Parties desire to extend and modify the Agency’s legal authority to collect Tax Increment for two additional years; and

WHEREAS, the CDRA Act, including without limitation 17C-2-207 and 17C-1-401(5) thereof, authorizes the Parties to enter into an interlocal agreement pursuant the Interlocal Cooperation Act, Title 11 Chapter 13 of the Utah Code (the “**Cooperation Act**”) to extend the Agency’s collection of tax increment upon such terms as the Parties shall agree, subject to compliance with the requirements set forth therein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Consent.** Pursuant to the CDRA Act and the Cooperation Act, each of the School District, the City, the County, the Abatement District, the BOR, Metro and the Library agrees and consents to the following:

(a) The Agency shall request from Salt Lake County each year during the specified additional term of two (2) years, consisting of tax years 2015 through 2016 inclusive, Sixty Percent (60%) of the Tax Increment from the Project Area, from which the Agency shall retain five percent (5%) of such Tax Increment for the purposes of payment of an administrative fee for the Agency's administration of the Project Area Plan.

(b) The Agency shall pay each of the School District, the City, the County, the Abatement District, the BOR, Metro and the Library Ninety Five Percent (95%) of its applicable share of the Tax Increment received by the Agency, in each case within thirty (30) days of the final report and payment from Salt Lake County for each applicable tax year.

(c) The base taxable value for the purposes of calculating the Tax Increment is not altered by this Agreement.

2. **No Third Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

3. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant law and facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law, facts, information, and representations, after having completed its own due diligence and investigation.

4. **Project Area Boundaries.** The Parties acknowledge that the Salt Lake County Assessor and the Salt Lake County Auditor will include in the calculation of Tax Increment from the Project Area the Tax Increment generated by all parcels of land located wholly within the boundaries of the Project Area at the time Tax Increment is determined.

5. **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 in behalf of each Party pursuant to and in accordance with the 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) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Chief Administrative Officer of the Agency pursuant to Section 11-13-207 of the Cooperation Act;

(e) The term of this Agreement shall not exceed two (2) years and shall commence on the publication of the notice required by the Act and shall continue through the date on which all of the Tax Increment has been paid to and disbursed by the Agency as provided herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.b above;

(f) As provided in Section 11-13-219 of the Cooperation Act, the Parties agree that the Agency shall cause a notice of this Agreement to be (i) published in the Salt Lake Tribune and the Deseret News, which are hereby designated by the Parties as the official newspapers for all publications made under the Cooperation Act, and (ii) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101 of the Utah Code. The Parties shall make a copy of this Agreement available at their respective principal places of business during regular business hours for thirty (30) days after the publication of the notice of Agreement, during which time any person in interest may contest the legality of this Agreement. After the thirty (30) days have passed, no one may contest the regularity, formality, or legality of this Agreement or any action performed or instrument issued under the authority of this Agreement for any cause whatsoever;

(g) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(h) To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

6. Modification and Amendment. Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by each of the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably

necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. Interpretation. The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

10. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby:

- (a) such holding or action shall be strictly construed;
- (b) such provision shall be fully severable;
- (c) this Agreement shall be construed and enforced as if such provision had never comprised as part hereof;
- (d) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- (e) in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties’ intent in entering into this Agreement.

11. Authorization. Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

12. Time is of the Essence. Time shall be of the essence of this Agreement.

13. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

This Interlocal Agreement has been duly executed as of the date first above written by each of the Parties on the signature pages that are attached hereto.

[The balance of this page was left blank intentionally.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR AGENCY

REDEVELOPMENT AGENCY OF SALT LAKE CITY

By: _____
Ralph C. Becker
Its Chief Administrative Officer

By: _____
D.J. Baxter
Its Executive Director

Approved as to Form:

Jones Waldo Holbrook & McDonough, P.C.

By: _____

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR SCHOOL DISTRICT

BOARD OF EDUCATION OF THE
SALT LAKE CITY SCHOOL DISTRICT

By: _____
Kristi Swett
Board President

By: _____
Janet M. Roberts
Business Administrator

Approved as to proper form and compliance with applicable law:

Attorneys for the Board of Education of the
Salt Lake City School District

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

SALT LAKE CITY CORPORATION

By: _____
Ralph C. Becker
Its Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Approved as to proper form and compliance with applicable law:

Senior City Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR COUNTY

SALT LAKE COUNTY

By: _____
Name: _____
Its: _____

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR ABATEMENT DISTRICT

SALT LAKE MOSQUITO ABATEMENT
DISTRICT

By: _____
Maureen Wilson
Its Board Chair

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR BOR

Signed: _____

Name: _____

Title: _____

Central Utah Project Completion Act
Department of the Interior

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR METRO

METROPOLITAN WATER DISTRICT OF SALT
LAKE & SANDY, a Utah Metropolitan Water
District

By: _____
Name: _____
Title: _____

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR LIBRARY

SALT LAKE CITY PUBLIC LIBRARY

By: _____
John Spears
Its Executive Director

Tax Increment Payment Confirmation Agreement

THIS TAX INCREMENT PAYMENT CONFIRMATION AGREEMENT is entered into as of this ____ day of November, 2014, by and among **REDEVELOPMENT AGENCY OF SALT LAKE CITY** (the “**AGENCY**”), **BOARD OF EDUCATION OF SALT LAKE CITY SCHOOL DISTRICT** (the “**SCHOOL DISTRICT**”), **SALT LAKE CITY CORPORATION** (the “**CITY**”), **SALT LAKE COUNTY** (the “**COUNTY**”), **SALT LAKE MOSQUITO ABATEMENT DISTRICT** (the “**ABATEMENT DISTRICT**”), **BUREAU OF RECLAMATION, UNITED STATES DEPARTMENT OF THE INTERIOR** (the “**BOR**”), **METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY** (“**METRO**”) and **SALT LAKE CITY PUBLIC LIBRARY** (the “**LIBRARY**”) (collectively, the “**PARTIES**”).

WHEREAS, the Agency was created pursuant to the provisions of the Utah Redevelopment Law and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**CDRA Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Salt Lake City, Utah as contemplated by the CDRA Act;

WHEREAS, on October 23, 1986 the Agency and the City Council of Salt Lake City adopted the “Sugar House Neighborhood Development Plan” dated September 19, 1986 (the “**Project Area Plan**”) for the Sugar House Neighborhood Development Project Area (as defined therein, the “**Project Area**”);

WHEREAS, the Agency has been collecting a portion of the annual tax increment (as defined in the Project Area Plan, “**Tax Increment**”) to utilize as provided in the Project Area Plan; and

WHEREAS, the Parties desire to confirm that the Agency has the legal authority to collect Tax Increment for the years 2013 and 2014;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Confirmation of Payments. Each of the Agency, the School District, the City, the County, the Abatement District, the BOR, Metro and the Library agrees as follows:

(a) The Agency has the authority to collect Sixty Percent (60%) of the Tax Increment for the year 2013.

(b) The Parties hereby confirm and ratify (i) the payments made by Salt Lake County to the Agency with respect to Sixty Percent (60%) of the Tax Increment for the year 2013 and (ii) the payments made by Salt Lake County to the School District, the City, the County, the Abatement District, the BOR, Metro

and the Library with respect to Forty Percent (40%) of the Tax Increment for the year 2013.

(c) The Agency has the authority to collect Sixty Percent (60%) of the Tax Increment for the year 2014.

(d) The Parties hereby confirm and approve (i) the payments to be made by Salt Lake County to the Agency with respect to Sixty Percent (60%) of the Tax Increment for the year 2014, and (ii) the payments to be made by Salt Lake County to the School District, the City, the County, the Abatement District, the BOR, Metro and the Library with respect to Forty Percent (40%) of the Tax Increment for the year 2014.

(e) The base taxable value for the purposes of calculating the Tax Increment is not altered by this Agreement.

2. **No Third Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

3. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant law and facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law, facts, information, and representations, after having completed its own due diligence and investigation.

4. **Project Area Boundaries.** The Parties acknowledge that the Salt Lake County Assessor and the Salt Lake County Auditor will include in the calculation of Tax Increment from the Project Area the Tax Increment generated by all parcels of land located wholly within the boundaries of the Project Area at the time Tax Increment is determined.

5. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by each of the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

6. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

7. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

8. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

9. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby:

(a) such holding or action shall be strictly construed;

(b) such provision shall be fully severable;

(c) this Agreement shall be construed and enforced as if such provision had never comprised as part hereof;

(d) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

(e) in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties’ intent in entering into this Agreement.

10. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

11. **Time is of the Essence.** Time shall be of the essence of this Agreement.

12. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

This Tax Increment Payment Confirmation Agreement has been duly executed as of the date first above written by each of the Parties on the signature pages that are attached hereto.

[The balance of this page was left blank intentionally.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR AGENCY

REDEVELOPMENT AGENCY OF SALT LAKE CITY

By: _____
Ralph C. Becker
Its Chief Administrative Officer

By: _____
D.J. Baxter
Its Executive Director

Approved as to Form:

Jones Waldo Holbrook & McDonough, P.C.

By: _____

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR SCHOOL DISTRICT

BOARD OF EDUCATION OF THE
SALT LAKE CITY SCHOOL DISTRICT

By: _____
Kristi Swett
Board President

By: _____
Janet M. Roberts
Business Administrator

Approved as to proper form and compliance with applicable law:

Attorneys for the Board of Education of the
Salt Lake City School District

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

SALT LAKE CITY CORPORATION

By: _____
Ralph C. Becker
Its Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Approved as to proper form and compliance with applicable law:

Senior City Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR COUNTY

SALT LAKE COUNTY

By: _____
Name: _____
Its: _____

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR ABATEMENT DISTRICT

SALT LAKE MOSQUITO ABATEMENT
DISTRICT

By: _____
Name: _____
Its: _____

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR BOR

Signed: _____

Name: _____

Title: _____

Central Utah Project Completion Act
Department of the Interior

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR METRO

METROPOLITAN WATER DISTRICT OF SALT
LAKE & SANDY, a Utah Metropolitan Water
District

By: _____

Name: _____

Title: _____

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR LIBRARY

SALT LAKE CITY PUBLIC LIBRARY

By: _____
Name: _____
Title: _____