



Lehi Redevelopment Agency of Lehi Meeting Agenda August 26, 2025

7:00 PM - Lehi City Council Chambers, (153 N. 100 E., Lehi, UT 84043)

1. Welcome and Roll Call

Regular Agenda

2. Skye View Project Area Plan for a Community Reinvestment Project Area.
 - a) Public Hearing
 - b) Consideration of Resolution #R2025-10 adopting the Skyview Project Area Plan for a Community Reinvestment Project Area.
[R2025-10 adopting CRA Plan Aug 26 2025 Skye View.docx](#)
[Skye View CRA Plan Draft Aug 26 2025.docx](#)
3. Skye View Community Reinvestment Project Area Budget
 - a) Public Hearing
 - b) Consideration of Resolution #R2025-11 adopting the official Project Area Budget for the Skye View Community Reinvestment Project Area.
[R2025-11 adopting CRA Budget Aug 26 2025 Skye View.docx](#)
[Skye View CRA Budget Draft Aug 26 2025.docx](#)
4. Consideration of Resolution #R2025-12 approving an Interlocal Agreement with Lehi City regarding the Skyview Community Reinvestment Project Area.
[R2025-12 RDA Resolution adopting Interlocal Agreement Aug 26 2025 Skye View.docx](#)
[Interlocal Agreement With Lehi City and RDA Aug 26 2025 Skye View.doc](#)
5. Consideration of Resolution #R2025-13 approving a Development Agreement between the Lehi Redevelopment Agency and Gardner-Plumb and Equestrian Partners.
[R2025-13 RDA Resolution adopting Development Agreement Aug 26 2025 Skye View.docx](#)
[Development Agreement-Skyview Final.docx](#)
6. Consideration of Resolution #R2025-14 approving an Amendment to the Morning Vista Development Agreement.
[R2025-14 RDA Centercal Development Agreement.docx](#)
[Development Agreement-Morning Vista Centercal \(clean\).docx](#)

7. Consideration of Resolution R#2025-15 Dissolving the Thanksgiving Park Economic Development Project Area.

[R2025-15 Thanksgiving Point EDA Dissolution \(final\).docx](#)

8. Consideration of Resolution #R2025-16 Dissolving the SR-92 Digital Drive Community Reinvestment Project Area.

[Resolution-SR 92 Digital Drive CRA Dissolution \(final\).docx](#)

9. Adjournment

- Public is invited to attend all Redevelopment Agency of Lehi Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 385-201-2269
- This agenda has been properly posted and a copy provided to the local news media.

Redevelopment Agency of Lehi Agenda Item Report

Meeting Date: August 26, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Skye View Project Area Plan for a Community Reinvestment Project Area.

a) Public Hearing

b) Consideration of Resolution #R2025-10 adopting the Skyview Project Area Plan for a Community Reinvestment Project Area.

Suggested Action:

Attachments:

[R2025-10 adopting CRA Plan Aug 26 2025 Skye View.docx](#)

[Skye View CRA Plan Draft Aug 26 2025.docx](#)

REDEVELOPMENT AGENCY OF LEHI CITY, UTAH

RESOLUTION #R2025-10

**RESOLUTION OF THE REDEVELOPMENT AGENCY OF LEHI CITY, UTAH
("RDA") ADOPTING THE SKYE VIEW PROJECT AREA PLAN FOR A
COMMUNITY REINVESTMENT PROJECT AREA;
DATED AUG 26TH, 2025**

WHEREAS, the Redevelopment Agency of Lehi City (the "Agency") was created to transact the business and exercise the powers provided for in the current Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code Ann. 1953, as amended (the "Act"); and

WHEREAS, Lehi City has a planning commission and has adopted a general plan pursuant to applicable law; and

WHEREAS, the Agency by Resolution has authorized the preparation of a draft project area plan as provided in Section 17C-5-103 of the act, and the plan has been prepared as provided in Section 17C-5-105 of the Act; and,

WHEREAS, pursuant to Section 17C-5-104 of the Act, the Agency has (a) prepared a draft Skye View Community Reinvestment Project Area Plan (the "Project Area Plan" or "Plan") and (b) made the Project Area Plan available to the public at the Agency's offices during normal business hours for 30 days prior to the date of adoption of the Plan; and,

WHEREAS, the Agency has provided notice of the Plan public hearing in compliance with Sections 17C-1-805, 806, and 808; and,

WHEREAS, the Agency has held a public hearing on the draft Project Area Plan and at that public hearing (a) allowed public comment on the draft Project Area Plan and on whether the draft Project Area Plan should be revised, approved or rejected, and (b) received all written and heard all oral objections to the draft Project Area Plan; and

WHEREAS, after holding the public hearing the Agency considered the oral and written objections to the draft Project Area Plan, and whether to revise, approve or reject the draft Project Area Plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF LEHI CITY:

Section I. Adoption of the Project Area Plan. It has become necessary and desirable to adopt the draft Project Area Plan entitled, "Skye View Community Reinvestment Project Area Plan," dated August 26th, 2025. The Project Area Plan is hereby designated as the official

Project Area Plan for the Skye View Community Reinvestment Project Area. The draft Project Area Plan, in the form attached hereto as **EXHIBIT C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), the Agency hereby officially adopts the Project Area Plan by Resolution and shall submit the Project Area Plan, together with a copy of this Resolution, to the City Council of Lehi City requesting that the Project Area Plan be adopted by ordinance of the legislative body of the City in accordance with the provisions of the Act.

Section 2. Legal Description of the Project Area Boundaries. The legal description of the boundaries of the Project Area covered by the Project Area Plan is attached hereto and incorporated herein as **Exhibit A**. A map of the Project Area is attached and incorporated herein as **Exhibit B**.

Section 3. Agency's Purposes and Intent. The Agency's purposes and intent with respect to the Project Area are to accomplish the following:

- A. Provide essential governmental services to the Project Area by providing a mechanism to develop public infrastructure within or to serve the Project Area.
- B. Encourage and accomplish appropriate private development and community development activities within the Project Area.
- C. To enhance employment & income opportunities for community residents.
- D. To improve access to goods and services for residents.
- E. To increase and diversify the tax base, thus increasing the resources available for performing governmental services while minimizing tax rates.

Section 4. Project Area Plan Incorporated by Reference. The Project Area Plan, together with any supporting documents, in the form attached as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby incorporated herein by reference, and made a part of this Resolution. Copies of the Project Area Plan shall be filed and maintained in the office of the Agency and the City Recorder for public inspection.

Section 5. Agency Board Findings. The Agency Board hereby determines and finds as follows:

The adoption of the Project Area Plan will:

- A. Satisfy a public purpose by, among other things, encouraging and accomplishing appropriate community development, economic development and reinvestment activities within the Project Area;

B. Provide a public benefit in the form of, among other things, increased development activity within the boundaries of the Agency, including within the Project Area, that is desirable and will enhance the tax base of all taxing entities within the Project Area;

C. Be economically sound and feasible; in that the revenue needed for the implementation of the Project Area Plan will come from incremental property taxes generated by new private development within the Project Area, all as further shown and supported by the analysis contained in the Project Area Plan;

D. Conform to Lehi City's general plan in that, among other things, the Project Area Plan provides that all development in the Project Area is to be in accordance with the City's zoning ordinances and requirements, and the development activities contemplated by the Project Area Plan are in harmony with the City's general plan; and,

E. Promote the public peace, health, safety and welfare of the citizens of Lehi City.

Section 6. Acquisition of Property. Pursuant to this Project Area Plan the Agency may acquire (but is not required to acquire) property in the Project Area by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation) except from an Agency board member or officer with their consent. Pursuant to this Project Area Plan the Agency is authorized to acquire (but is not required to acquire) any other interest in real property in the Project Area less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase or other lawful method, but not by eminent domain (condemnation) except from an Agency board member or officer with their consent.

Section 7. Financing. Subject to any limitations required by currently existing law (unless a limitation is subsequently eliminated), this Resolution hereby specifically incorporates all of the provisions of the Act that authorize or permit the Agency to receive funding for the Project Area and that authorize the various uses of such funding by the Agency, and to the extent greater (or more beneficial to the Agency) authorization for receipt of funding by the Agency or use thereof by the Agency is provided by any amendment of the Act or by any successor provision, law or act, those are also specifically incorporated herein. It is the intent of this Resolution that the Agency shall have the broadest authorization and permission for receipt of and use of sales tax, tax increment and other funding as is authorized by law, whether by existing or amended provisions of law. This Resolution also incorporates the specific provisions relating to funding of community reinvestment project areas permitted by Chapter 5 of the Act.

Section 8. Effective Date of Resolution. This Resolution shall take effect immediately upon adoption, and pursuant to the provisions of the Act, the Project Area Plan shall become effective upon adoption by Ordinance of the legislative body of Lehi City.

IN WITNESS WHEREOF, the Redevelopment Agency of Lehi City has approved,

passed and adopted this Resolution this 26th day of August, 2025.

REDEVELOPMENT AGENCY OF LEHI CITY

Mark Johnson, Chair

ATTEST:

Jason Walker, Executive Director

EXHIBIT "A"
**LEGAL DESCRIPTION OF THE SKYE VIEW COMMUNITY REINVESTMENT
PROJECT AREA**

Lehi Sky View East Plat 'A'

A parcel of land situate in the Southwest Quarter of Section 28 and the Northwest Quarter of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the easterly right-of-way line of Center Street, said point being South 89°58'00" East 69.22 feet along the section line and South 3.14 feet from the Northwest Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running

thence along said easterly right-of-way line the following four (4) courses:

(1) South 89°32'12" East 10.92 feet;

(2) North 05°17'20" West 62.31 feet;

(3) North 89°32'12" West 4.96 feet;

(4) North 00°27'48" East 17.34 feet;

thence South 44°45'25" East 10.32 feet;

thence South 89°58'00" East 246.29 feet;

thence South 86°47'13" East 90.14 feet;

thence South 89°58'00" East 593.81 feet;

thence North 13.18 feet;

thence East 784.00 feet;

thence South 670.00 feet;

thence North 89°59'48" West 1,222.31 feet;

thence North 00°00'12" West 85.00 feet;

thence North 89°59'48" West 185.00 feet;

thence South 00°00'12" West 242.00 feet;

thence North 86°04'37" West 311.68 feet to the easterly right-of-way line of Center Street;

thence along said easterly right-of-way line the following three (3) courses:

(1) North 01°40'53" West 283.50 feet;

(2) North 00°27'48" East 421.41 feet;

(3) North 03°57'27" East 21.22 feet to the point of beginning.

Contains 1,174,181 Square Feet or 26.955 Acres, 2 Lots and 2 Parcels

EXHIBIT “B”
BOUNDARY MAP OF THE SKYE VIEW COMMUNITY REINVESTMENT PROJECT
AREA

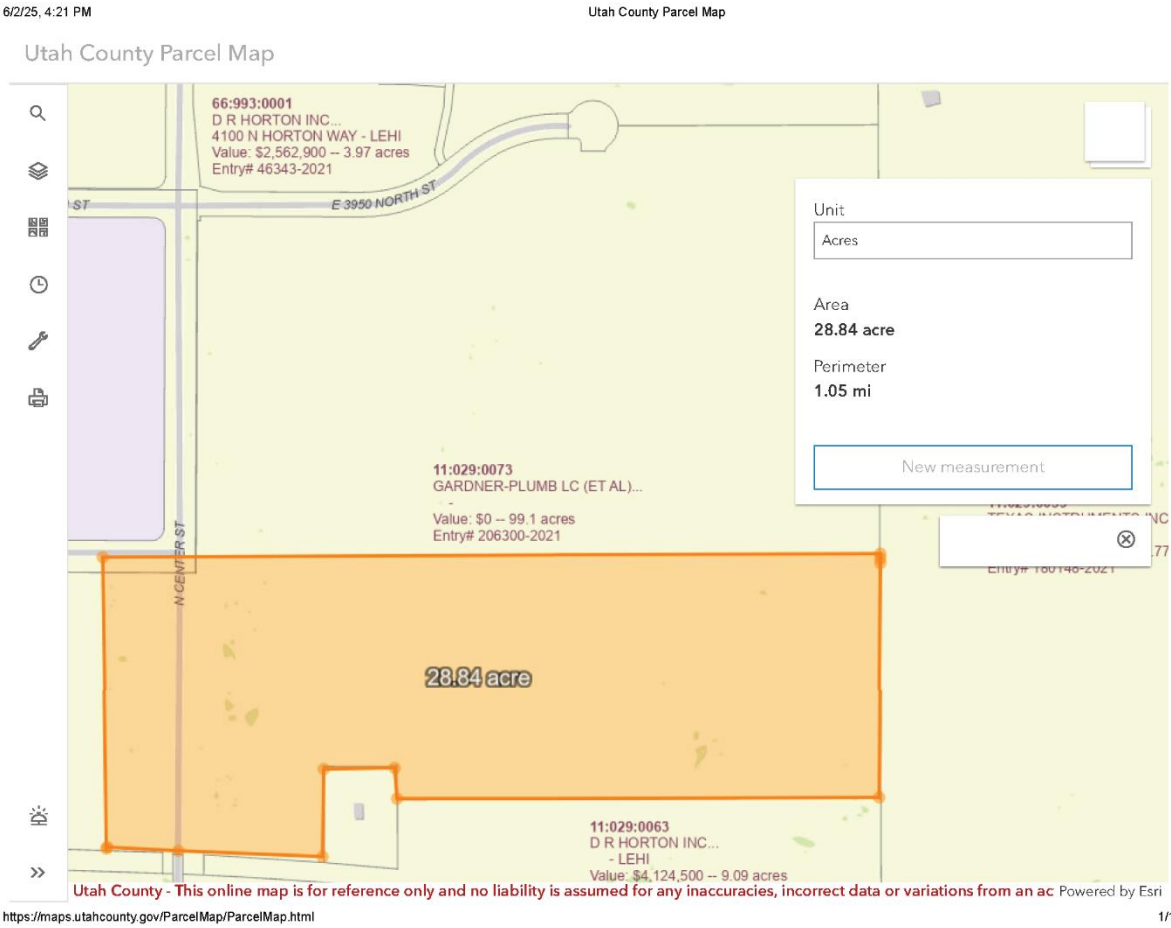


EXHIBIT “C”
SKYE VIEW COMMUNITY REINVESTMENT PROJECT AREA PLAN

SKYE VIEW COMMUNITY REINVESTMENT PROJECT AREA PLAN

Aug 26th, 2025



LEHI CITY REDEVELOPMENT AGENCY

Prepared by Marlin Eldred, Economic Development Director, Lehi City

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Section 1: Introduction

The Lehi City Redevelopment Agency (the “Agency”) is looking at north eastern Lehi along SR-92 as an area for growth in both personal and real property as well as sales tax generation and has prepared the following Skye View CRA Plan (“Plan”). This Plan has been prepared in compliance with Utah State Code and considers the economic impacts of commercial, retail, and residential development as it relates to a return on investment for the community while also providing a return on the investment made by the development community. The current property encompassed by the Community Reinvestment Area (“CRA”) is undeveloped with no internal infrastructure. Prior to the start of development, the property was farming land and/or vacant property. The RDA has determined that creating a CRA is in the best interest of its residents to grow the personal and real property tax, sales and use tax, LMI Housing and allow for additional services to enhance the residents’ quality of life. The purpose of this plan is to evaluate the opportunity for the Skye View Development Project by describing how the CRA will work, mechanisms used for incentives, and a return on investment for the community and taxing entities.

This Plan follows Utah Code Annotated (UCA) Title 17C Chapters 1 and 5 (Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act). Requirements of the Act include notice and hearing obligations. The Agency must show that these requirements have been met in order to complete the CRA.

This document is prepared in good faith as a current reasonable estimate of the economic impact of this project. Fundamental changes in economic factors and other circumstances may influence the actual impact. With these assumptions, the information contained within this report represents the reasonable expectations of the project. The Agency makes no guarantee that the projections contained in this Plan document or in the Budget for the Project Area will accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, as amended, subject to the terms and provisions of this Plan, City ordinances, and State and Federal Law.

Section 2: Definitions

As used in the Plan:

2.1 “Act” means Title 17C of the Utah Code Annotated (UCA) 1953, as amended: the Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act, as amended, or such successor law or act as may from time to time be enacted.

2.2 “Agency” means the Lehi City Redevelopment Agency, created and operated pursuant to UCA 17C-1-101 and its predecessor or successor status, as designated by Lehi City to act as the redevelopment agency.

2.3 “Agency Board” means the governing body of the Agency.

2.4 “Base Taxable Value” has the same meaning as in the Act (UCA 17C-1-102(8)). “Base Taxable Value” is synonymous with “Base Year Taxable Value”, “Base Year Value”, and “Base Value”.

2.5 “Base Tax Amount” means a sum equal to the tax revenue arising from the Project Area during the Base Year, which is calculated as the product of the Base Taxable Value and the certified tax rate in effect during the Base Year.

2.6 “Base Year” means the year of the Base Taxable Value that will be set in the interlocal agreements with the Agency as contemplated by UCA 17C-1-102(9)(d). This Plan will utilize 2025 as the base year.

2.7 “Bond” means any bonds, notes, interim certificates, or other obligations issued by an agency.

2.8 “City” means Lehi City, a political subdivision of the State of Utah.

2.9 “Comprehensive General Plan” or “General Plan” means the general plan adopted by the City under UCA § 10-9a-401.

2.10 “Community Reinvestment” means development activities within a community, including the encouragement, promotion or provisions of development as provided for in the Act.

2.11 “Community Reinvestment Project Area Plan” means a project area plan, as defined by UCA § 17C-1-102(18) of the Act, designed to foster project area development, as defined by UCA § 17C-1-102(48) of the Act, developed by the Agency and adopted by ordinance of the governing body of the City, to guide and control community development projects in a specific project area.

2.12 “Governing Body” means (a) in reference to the Lehi City Redevelopment Agency; the Board of the Agency, or (b) if used in reference to Lehi City, City Council of Lehi City.

2.13 “Project Area” means the Skye View Community Reinvestment Project Area per resolution of the Lehi City Redevelopment Agency January 28th, 2025 as set forth in Exhibit A.

2.14 “Property Taxes” means all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.

2.15 “Sales Tax” means a tax on sales or on the receipts from sales.

2.16 “Taxing Entities” means the public entities, including the state, county, city, school district, special service district, or other public body, which levy property taxes on any parcel or parcels of property located within the Project Area.

2.17 “Tax Increment” means that portion of the taxes levied each year in excess of the base tax amount, which excess amount is paid into a special fund of the Agency, pursuant to UCA 17C-1-102(61)(a) and Part 5 of UCA Chapter 17C-1, as amended.

2.18 “Tax Year Real and Personal Property” means the 12-month period between sequential tax role equalizations (November 1st through October 31st) of the following year, e.g., the Nov 1, 2024 – Oct 31, 2025 tax year.

2.19 “Tax Year Sales Tax” means the 12-month period between January 1st through December 31st of the previous year, e.g., January 1, 2024 – December 31, 2024 tax year.

Section 3: Project Area Boundaries that Divide a Tax Parcel (17C-5-105(1))

No parcels within the project area will be split into an included and excluded tax parcel. All parcels are within the CRA project area.

As described in Exhibit A, the Project Area is entirely located within the legal boundaries of Lehi City. The Project Area encompasses approximately 28.84 acres of land.

The Project Area encompasses the area identified, including without limitation, the one parcel outlined on the map attached hereto as **Exhibit A** (the “Project Area Map”). The one parcel is owned by one landowner.

A legal description and map of the Project Area is attached as **Exhibit A**.

Section 4: Project Area Characteristics and How They Will be Affected by Project Area Development (17C-5-105(2))

Land Uses in the Project Area

The Project Area is currently in the Skye View Area Plan being designated as Mixed Use 1 which allows retail and residential as permitted uses. The general plan shows the property in Commercial/Residential. The city zoning/Skye View Area Plan and general plan are both in alignment as to the land designation and desired buildout. The Mixed Use 1 (Commercial/Residential) is designated through the Skye View Area Plan. The Mixed Use 1 Table of Uses shows restaurants, general retail and residential as allowed uses within the project area. Skye View CRA consists of approximately 28.84 acres and designates restaurants, Grocery, hotel, Fitness Facilities and retail as permitted uses as well as many other uses. All contemplated private development must follow proper planning and zoning ordinances and requirements and be approved by Lehi City after being duly-noticed in a public meeting.

Layout of Principal Streets in the Project Area

The intent of the CRA Area is to complete among other things, the construction and/or expansion of the roads as identified in project plans, and other public infrastructure that will be paid for or reimbursed through Tax Increment Financing. Internal access roads connecting the residential and commercial will be considered private and not reimbursed.

Population in the Project Area

As of the 2023 United States Census Bureau information, Lehi has a population of 90,227. This is a 19% change from 2020 - 2023. Lehi City is ranked among some of the fastest growing cities in the United States. Based on the contemplated development within the Project Area there could be 700 - 900 people employed at full buildout. The intended development within the Project Area is permitted thru the Area Plan and the housing has already been authorized.

Building Intensities in the Project Area

Development in the Project Area was and will be required to follow all planning and zoning ordinances as they currently exist or that might be amended in the future to include design and development standards, subject to vested or grandfathered rights, variances and other city ordinances and state or federal laws. The proposed Project Area will contain 93,100 square feet of retail space, 92,000 square feet Fitness Center and 80,500 square foot hotel. The retail will consist of restaurants, national retailers and grocery anchor.

Section 3: Standards That Will Guide Community Development (17C-5-105(3))

Development Objectives

The Agency and the City want the Project Area to develop into retail with higher end restaurants. This creates an environment for tax generation, and employment opportunities which helps drive sales and tax revenue. Lehi is missing finer dining experiences throughout the city. There are only a handful of finer dining options available. The grocery anchor will fit a niche market that has strong customer base. The grocery anchor, hotel and ancillary retail will drive customers to the project area. This development will provide an opportunity to capture a higher end market. The Skyview Area Plan calls for single family and multifamily housing, office space and retail. The objective is to create a development that allows for residents to live, shop and work within the same area. There will be a robust trail system built throughout the development that will promote walking and biking to try and cut down on car traffic.

Design Objectives

The property is zoned Commercial/Residential in the General Plan and with all proposed uses being permitted. Sky View Area Plan has the area zoned as Mixed Use 1 which designates all the appropriate land uses for the area. The developers will comply with city ordinances and area plan (including city design and area plan standards) and state and federal law. Retail will have design standards and sign placement that will need to work within the code for development. The Fitness Center will work with the developer to create trail connectivity throughout the project area.

All proposed development will be submitted to the City via the normal development approval process, which includes site plans containing development data and any other appropriate material describing the development, land coverage, setbacks, heights, off-street parking to be provided, and any other information as deemed appropriate by the City.

Section 4: How the Purposes of the Act Will be Attained (17C-5-105(4))

Title 17C of the Utah Code contains the following definition of Project Area Development:

“Project area development” means activity within a project area that, as determined by the board, encourages, promotes, or provides development or redevelopment for the purpose of implementing a project area plan, including:

- (a) promoting, creating, or retaining public or private jobs within the state or a community;
- (b) providing office, manufacturing, warehousing, distribution, parking, or other facilities or improvements;
- (c) planning, designing, demolishing, clearing, constructing, rehabilitating, or remediating environmental issues;
- (d) providing residential, commercial, industrial, public, or other structures or spaces, including recreational and other facilities incidental or appurtenant to the structures or spaces;
- (e) altering, improving, modernizing, demolishing, reconstructing, or rehabilitating existing structures;
- (f) providing open space, including streets or other public grounds or space around buildings;
- (g) providing public or private buildings, infrastructure, structures, or improvements;
- (h) relocating a business;
- (i) improving public or private recreation areas or other public grounds;
- (j) eliminating a development impediment or the causes of a development impediment;
- (k) redevelopment as defined under the law in effect before May 1, 2006; or
- (l) any activity described in Subsections (48) outside of a project area that the board determines to be a benefit to the project area.

(Utah Code § 17C-1-102(48)).

The creation of the Project Area furthers the attainment of the purposes of Title 17C by addressing the following objectives:

Provision of development that enhances economic and quality of life basis. The Project and Project Area will provide numerous economic and community benefits including the creation of a number of full-time equivalent jobs (“FTE”) within Lehi City, and the generation of a significant amount of new sales and use tax and personal and real property, and franchise tax for the City and all taxing entities.

Stimulation of associated business and economic activity by the development. This Project will meaningfully enhance the City’s real property, franchise tax, sales and use tax base as well as all other taxing entities through personal and real property tax generation. The direct and indirect impact provided by the creation of new jobs to the existing local economy will be significant. Local businesses that will benefit include hotels, suppliers and vendors servicing the retail and residential facilities in the Project Area.

The Project will achieve the following:

1. Enhance employment and income opportunities for community residents by offering employment opportunities within the Skye View Development area.
2. Increase the diversity of the tax base and increase the resources available for performing governmental services.
3. Encourage and support the efficient use of undeveloped land within Lehi City.
4. Support and encourage appropriate public and private development efforts in the community.

Section 5: How the Plan is Consistent With and will Conform to the City’s General Plan (17C-5-105(5))

This Plan and the development contemplated within the Project Area will conform to the City General Plan, Skye View Area Plan, Land Use Regulations and the Lehi City Development Code. The current Lehi City Zoning Map shows the development being designated as Commercial/Residential CR. Lehi City Planning and Zoning Ordinances designate the zoning for the Project Area as the Skye View Area Plan. Within the Area Plan, the project area is designated as Mixed Use 1. The overall Mixed Use 1 is 28.84 acres and is the mixed use zone for retail opportunities. Currently there is no development on the proposed area plan.

The proposed projects will provide retail, restaurant, hotel and a grocery anchor. As described in the Skye View Area Plan, the Mixed Use 1 contains all the commercial and retail uses planned for Skye View Development. The Planned Community Mixed Use 1 is located in close proximity to the residential areas of Skye View and provides viable Live-work options for the community. The Mixed Use 1 zone is linked to the other phases of the project by pedestrian/cyclist paths found on many major arterials throughout Skye View. Per the Area Plan the CRA Area is zoned Mixed Use 1 which means it can develop as both Commercial/Retail and High Density Residential if needed. Development within this zone should be designed in a manner that presents a favorable image of the City and is encouraged to be developed in large, well-planned and cohesive projects rather than smaller, piecemeal projects. The Skye View CRA

Plan is aligned with the current zoning maps, Lehi City General Plan, Lehi City Planning and Zoning Ordinances and the Skye View Area Plan for this project.

Section 6: If applicable, describes how project area development will eliminate or reduce a development impediment in the community reinvestment project area)17C-5-106(6))

Section 6 is not applicable to the Skye View CRA area. The project area is currently vacant land void of any buildings or hazardous cleanup requirements. No impediment study will be required for this project.

Section 7: Description of the Specific Projects That Are the Object of the Proposed Community Development (17C-5-105(7))

Based on land owner representations, the proposed use will be restaurants, retail, hotel, and grocery anchor. This proposed use meets the objectives of the Agency and Lehi City for financial participation and is consistent with, the Lehi City General Plan and current zoning ordinances. This development will facilitate water and sewer extension, storm water retention, and road improvements. Personal, and real property is desired by all taxing entities and sales and use tax and franchise tax generation is also a driver for Lehi City. The Skyview Area Plan will create job centers, higher personal and real property taxes and sales and use tax generation through commercial office, retail and multifamily residential development. The Skyview CRA is focused on the retail, restaurant, grocery anchor and fitness center.

Section 8: Ways in Which Private Developers Will be Selected to Undertake the Community Development (17C-5-105(8))

The Agency and City will select or approve such development that is brought forth by developer that meets the development objectives as set forth in the Plan, subject to and consistent with City ordinances and state law. The Agency and City reserve the right to approve or reject any development plan(s) that do not meet the intent of the Project Area, subject to and consistent with City ordinances and state law. The Agency or City may at their discretion solicit development targeting specific industries or business clusters through Economic Development recruitment, and/or referrals, references or inquiries to the Agency or City, subject to and consistent with City ordinances and state law.

The Agency and City will ensure that all development conforms to the Project Area Plan and is approved by the City, subject to and consistent with City ordinances and state law. All development opportunities will need to be vetted by the City and will include development plans and financial

information to support the viability and sustainability of the project and the developer to fulfill all obligations that could or will be required, to the extent permitted by and subject to and consistent with City ordinances, and state law. This process could or will include City staff and or third-party sources to review financial statements, verify the benefit of the development to the City, engineering, appraisal reports, etc., to the extent permitted by and subject to and consistent with City ordinances.

Any participation between the Agency and developer(s) and/or landowners shall be by an approved written agreement. The Agency will utilize Tax Increment Financing to install, or reimburse developers for the cost of, the grading, public infrastructure and for other purposes allowed by the Act. It is for this purpose that the Agency is contemplating the creation of the CRA. The developer is currently working with multiple national retailers.

The project will generate more than \$100,000 in sales tax on an annual basis. This will require a 10% set aside for Low to Moderate Income Housing per 17C-5-307(3). Sales tax is the main tax increment driver of this project. The project area doesn't have a retail floor plate larger than 20,000 sqft so the Low to Moderate Income LMI housing requirement is not triggered.

Section 9: Reasons for the Selection of the Project Area (17C-5-105(9))

The Skye View Community Reinvestment Project Area was selected by the Agency as an area that shows high potential for growth, infrastructure development, and retail construction development that will create an increase in property values and real property, transient room tax, PARC tax, retail sales and use tax generation. This decision was driven by the landowners and developers. The boundaries were determined by the development project and Skye View Area Plan.

Section 10: Descriptions of the Physical, Social, and Economic Conditions That Existing in the Community Reinvestment Project Area (17C-5-105(10))

The Project Area consists of approximately 28.84 acres as shown in the Project Area Map. The Agency wants to encourage development, utilizing infrastructure improvements, impact fee waivers, etc. as the incentives that are needed to facilitate the development. Incentives will follow what is allowed by Title 17C and negotiated between the developer and the RDA. The CRA area will grow the tax base of Lehi City to provide greater funding sources to continue to meet the demand and services of its residents. The property is currently vacant and without infrastructure to the pad sites within the proposed Project Area. The main backbone road infrastructure with associated utilities is located through the middle of the project area. The project area has a 110-foot difference from the southern to northern border. This requires extensive grading work to make usable pad sites for the development. The project is adjacent to Texas Instruments on the Eastern boarder with proposed housing to the North and an existing middle school to the north west of the proposed development. The southern boarder is SR-92 and the western boarder will be retail. This project will create a true live, work, shop experience for the residents of Lehi through the multifamily, retail and job creation coming to the entire area.

Economic conditions are right for this project. It fits the market segment we are missing with retail and shopping experiences. It also brings in sales tax revenue for the city. Lehi City is anticipated to be at full build out in the next 20 – 30 years. It's imperative that the city have a strong tax base to continue to provide services to its residents.

Section 11: Descriptions of Some Incentives Offered to Developer(s) or Land Owner(s) For Locating Facilities in the Project Area (17C-5-105(11))

The following describes the payment/reimbursement and incentives the Agency intends to offer within the Project Area to developer(s), land owner(s) or participants to improve and develop the property within the Project Area:

1. The Agency intends to utilize sales and use tax generated from the development that is approved by an interlocal agreement with Lehi City for payment of required infrastructure improvements, and other expenditures as allowed by the Act and approved by the Agency.
2. Payments will first be made to Lehi City to reimburse the City's cost for any waived impact fees, or other costs associated with the RDA. Once Lehi City is reimbursed the land owner and developer(s) will receive reimbursement for improvements and other costs allowed by the Act.
3. Expenditures and incentives approved and outlined in the adopted Project Area Budget and as allowed by the Act can be used per authorization of the Redevelopment Agency through a Development Agreement. The Agency may agree to pay for eligible development costs and other items from such tax revenues for the period of time the Agency may deem appropriate under the circumstances.

Section 12: Result of the Public Benefit Analysis and But For Test Performed by the Agency (17C-5-105(12 - 13))

The public benefit analysis required by UCA § 17C-5-105(12 - 13) is described in greater detail in Appendix D, attached hereto. In summary, the Agency's public benefit analysis and but for test found that the creation of the Project Area, the provision of certain incentives, and other Agency activities as described in this Plan and allowed by the Act will provide significant public benefits to the Project Area and the greater Lehi City area.

Section 13: Historical Builds or Historical National Registry, Taxing Entity Committee or Interlocal Agreement, Other Information (17C-5-105(14, 15, 16))

There are no existing buildings or uses in the community reinvestment project area that are included in, or eligible for inclusion in, the National Register of Historic Places or the State Register.

The Project Area will not be subject to a Taxing Entity Committee; instead, the Agency anticipates entering into interlocal agreements with Lehi City, in order to obtain funding for Project Area development.

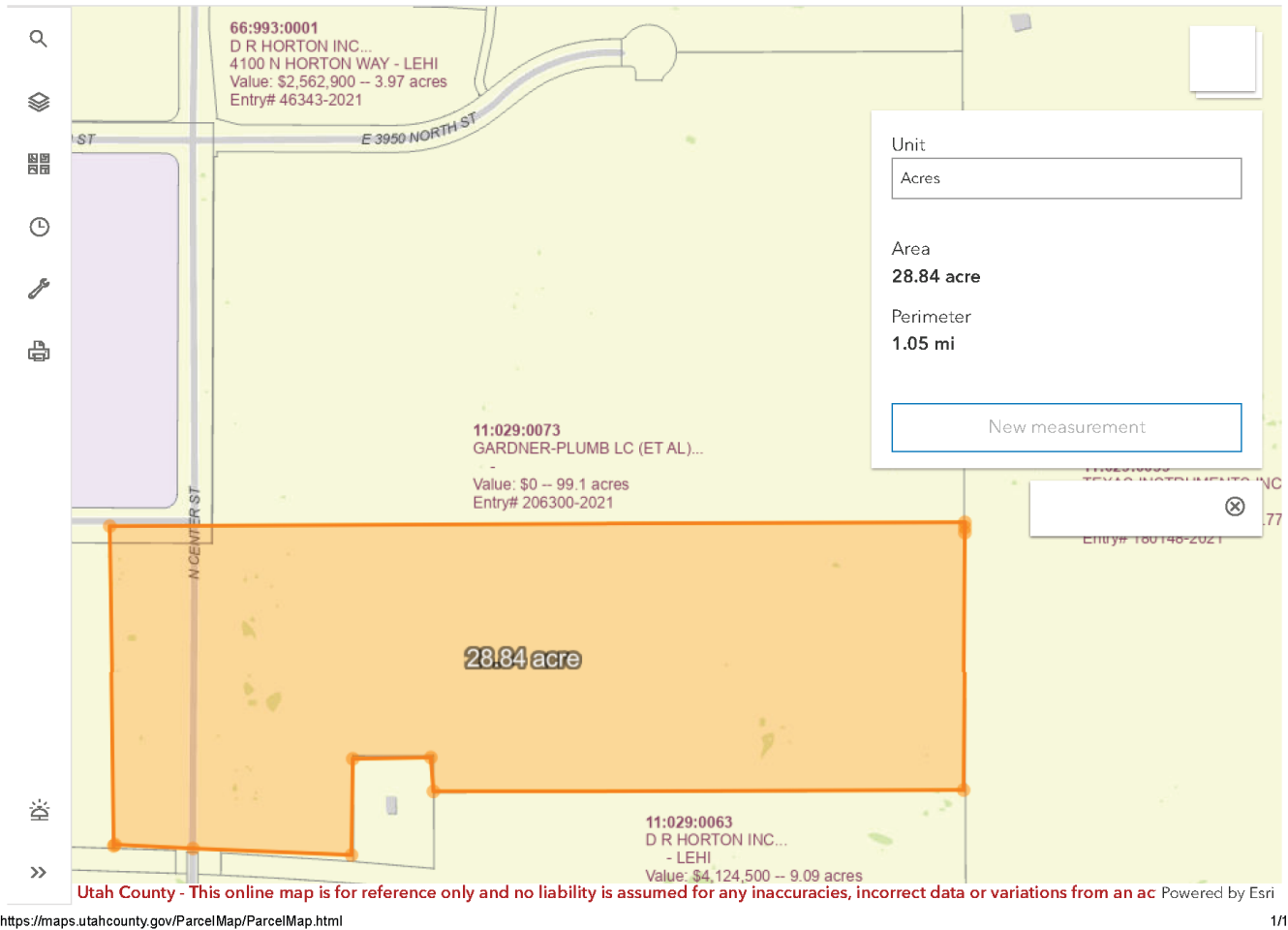
Other Information: None at this time

APPENDIX A - Project Area Map

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Utah County Parcel Map

Utah County Parcel Map



APPENDIX B – Project Area Legal Description

This description is for Skye View CRA

Lehi Sky View East Plat 'A'

A parcel of land situate in the Southwest Quarter of Section 28 and the Northwest Quarter of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the easterly right-of-way line of Center Street, said point being South 89°58'00" East 69.22 feet along the section line and South 3.14 feet from the Northwest Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running

thence along said easterly right-of-way line the following four (4) courses:

(1) South 89°32'12" East 10.92 feet;

(2) North 05°17'20" West 62.31 feet;

(3) North 89°32'12" West 4.96 feet;

(4) North 00°27'48" East 17.34 feet;

thence South 44°45'25" East 10.32 feet;

thence South 89°58'00" East 246.29 feet;

thence South 86°47'13" East 90.14 feet;

thence South 89°58'00" East 593.81 feet;

thence North 13.18 feet;

thence East 784.00 feet;

thence South 670.00 feet;

thence North 89°59'48" West 1,222.31 feet;

thence North 00°00'12" West 85.00 feet;

thence North 89°59'48" West 185.00 feet;

thence South 00°00'12" West 242.00 feet;

thence North 86°04'37" West 311.68 feet to the easterly right-of-way line of Center Street;

thence along said easterly right-of-way line the following three (3) courses:

(1) North 01°40'53" West 283.50 feet;

(2) North 00°27'48" East 421.41 feet;

(3) North 03°57'27" East 21.22 feet to the point of beginning.

Contains 1,174,181 Square Feet or 26.955 Acres, 2 Lots and 2 Parcels

APPENDIX C – Public Benefit Analysis

Benefit Analysis of the Proposed Skye View Community Reinvestment Area

The following benefit analysis is presented to meet the requirement of Utah Code (17C-5-105(12))

- 13

The analysis shall consider:

- (a) A reasonableness of the costs of the proposed project area development
- (b) Efforts that have been taken or will be taken to maximize private investment
- (c) The rationale for use of project area funds, including an analysis of whether the development might occur in the foreseeable future solely through private investment
- (d) An estimate of the total of project area funds to be spent on the project area development and the length of time the funds will be spent

The anticipated public benefit derived from the proposed project area development including;

- (e) The beneficial influences on the community's tax base
- (f) The associated business and economic activity the proposed project area development will stimulate
- (g) Whether adoption of the proposed community reinvestment project area plan is necessary and appropriate to undertake the proposed project

The following is the public benefit analysis showing the benefit to be derived from the financial assistance and any other public assistance provided to the landowners or developers for the proposed development in the Project Area. This is intended to provide a framework for the Agency to make critical decisions and show whether it is good policy and in the interest of Lehi City Redevelopment Agency to invest agency funds in the Project Area. This document is prepared in good faith as an estimate of the economic impact of this project. Market conditions and unforeseen forces could influence the project in a favorable or unfavorable way. The information contained herein is considered an accurate accounting and reasonable expectations of the project as presented at this time.

Introduction of Project

The benefit analysis analyzes the potential increment generated through personal and real property development, sales and use tax and franchise tax revenue generated from the project area. It identifies the net benefit or loss to the Agency and Lehi City. The proposed project includes 28.84 acres to be developed as approximately 93,100 square feet of retail space to include a grocery anchor, higher end restaurants and shopping, 92,000 square feet fitness facility as well as 80,500 square foot hotel. This development is consistent with the Lehi City General Plan, Planning and Zoning Ordinances and the Skye View Area Plan. This development is intended to serve the Lehi City residents in providing needed job centers, services and retail purchase options for the area. The overall benefit and investment brought to the project includes greater personal real property, sales and use tax generation, transient room tax, as

well as higher and better use of vacant land and public infrastructure. Per Utah State Code 17C-5-307(2) there will be a 10% set aside for low to moderate income housing and or projects that will benefit low to moderate income housing.

This analysis contemplates private investment in the proposed project area to be estimated at approximately \$84 million not to include the land value. The overall new taxable personal and real property value will be approximately \$83,794,970. Sales and use tax generation is estimated to be .5% or \$5,715,792 over 15 years or \$381,052 annually. The economic benefit resulting from the construction of the project includes; both short term and long-term employment opportunities, local purchases of goods and services by local residents and employees constructing the development, purchase of utilities and increased tax revenue to the state and local governments. This report identifies the potential tax revenue that may be generated from an increase in personal and real property value, transient room tax, franchise tax and increase in sales and use tax from retail sales resulting from the development.

Project Development Overview

It is proposed the Community Reinvestment Area be created for the purpose of developing new higher end or finer dining restaurants, a higher end retail center, hotel and higher end fitness center. It is anticipated that the Skye View CRA will contribute greatly to the economic well-being of the community through personal, real property, transient room tax and sales tax generation.

The project area is currently zoned Mixed Use 1 by the Skye View Area Plan which allows for commercial, retail and residential, planning and zoning ordinances show it as Skye View Area Plan and Commercial/Residential in the General Plan. Both designations promote commercial, retail and multifamily. The Mixed Use 1 is under the Skye View Area Plan which allows all the proposed development projects.

Capital Investment Projections for Personal and Real Property and Sales and Use Taxes

The Project Area currently is vacant land. The current base value is estimated at \$15,252,531. The property was just purchased from D.R. Horton and there is no historical base value. Since this project is only looking at Sales and Use Tax the base value is a moot point. Based on the \$15M assessed value it would generate \$133,017 in taxes annually. The base year is set for 2025. (Note: The Agency will only request participation for Sales Tax from Lehi City, no personal or real property will go towards the project area.) The Skye View Project Area is anticipated to have a base value of \$99,047,502 at full buildout, this includes the hotel, fitness center, retail center and land value. Per the Community Reinvestment Agency Act, the Lehi City Redevelopment Agency is authorized to provide funding for the Project Area Plan through interlocal agreements with all public entities who levy property taxes or sales tax within the Project Area. The Agency can negotiate with the public entities for all or a portion of the tax increment revenue and or increased sales and use tax resulting from the proposed Project Area. The Lehi City

Redevelopment Agency will only request participation from Lehi City for sales and use tax. The Agency will utilize the cities .5% point of sale sales and use tax for the incentive. The proposed incentive is 55% of the point of sale for 15 years of the sales and use tax collected from the community reinvestment area to reimburse developers for public infrastructure improvements, land acquisition, and grading work. Per Utah State Code, the agency will also provide a 10% set aside of funds over \$100,000 for low to moderate income housing. It's anticipated the Skye View CRA will generate over \$100,000 Tax Increment Financing on an annual basis. It is anticipated the 10% set aside will be approximately \$314,368.

Sales and use tax may help pay for infrastructure costs associated with the Project Area and be utilized as a direct incentive to the developers or land owners. The estimated future sales and use tax increment cash flows are projected in additional detail in Schedule 1 attached as Appendix D.

Evaluation of Reasonableness of Economic Development Costs

It is anticipated that an estimated \$4,763,160 will be generated annually in Sales and Use tax at 6.25% of sales. Based on the project terms the Agency would receive \$762,105 (average) in sales and use Tax on an annual basis. This is equal to the 1% direct sales tax distribution to Lehi City. .5% is a direct distribution to Lehi City and the other .5% goes into the state pool and is redistributed based on population. This would equate to a total budget for sales and use tax of approx. \$5,715,792 based on the .5% direct distribution to Lehi City. The developers will invest over \$99,047,502 in personal and real property in the higher end restaurants, retail center, hotel and fitness center. Between Lehi City and the development community there will be over \$5,000,000 invested in infrastructure costs to include grading, road widening, curb gutter and sidewalk, storm drain, landscaping and extension of utilities within the development. Costs are being covered by the developer.

The proposed uses of the funds have been reviewed to evaluate their "reasonableness" of the costs of the proposed project area development. The development pro forma is based on building development and sales estimates from the developer, market standards as reported in industry publications and contains costs that are considered reasonable for a development of this scale and scope.

Efforts to Maximize Private Development

Private investment has, to the extent possible, been maximized. The total private investment in the project area is estimated at \$109M. Upon completion it is anticipated the taxable value will be approximately \$99,047,502. The reason for the difference is actual land cost and construction versus tax evaluation. It is anticipated that the overall value to include base value and anticipated growth will exceed \$99M.

The use of tax increment financing can serve as a catalyst or incentive to accelerate private investment and development in an area that would otherwise develop to a lower use or tax generator. If there is no private sector investment, there will be no tax increment financing generated for the project area. It is

this private investment that allows public agencies to leverage the increase in tax revenues to construct needed public infrastructure or incentivize development. Leveraging compares the dollar amount privately invested into the project area compared to the dollar amount of tax increment the agency pledges to the project. The leverage ratio of private to public monies in the Project Area exceeds 6 to 1. The leverage ratio, which should be achieved by an economic development project like this one is indeterminate. However, federal economic development programs such as the Small Business Administration require leverage ratios of 3:1 or 5:1 based on the program and the former Urban Development Action Grant shows an overall leverage ratio of 6:1. The leveraging ratio of 33:1 is favorable compared to other similar economic development programs.

Rational for use of project area funds, including an analysis of whether the proposed project area development might reasonably occur in the foreseeable future solely through private investment.

Currently there exists a 110 foot difference between the Southern and Northern boundaries of the project area. The overall project will be split with multi-family on one level and the retail, commercial on a second level. This will require almost 2.5 million in earthwork and grading that will need to be done to create a usable pad site for development. There will be an additional 3 million in infrastructure costs associated to roads, utilities, curb and gutter, trails, and more. Retail takes 5 years to hit realized profitability. This means it takes 5 years for patrons to form shopping habits and understand what the development can offer. This 5 year mark will make or break a retail development. The incentive is designed to give the development the most runway for success. Because of the excess grading needed and the 5 year realized profitability, the development community would most likely not take the risk. The other risk factor to consider is the housing starts in the area. The Traverse Mountain Area Plan calls for approximately 5,600 residential units and 2,600 with Skye Development. As of today there are approximately 3,500 residential units completed. It will take 12 – 20 years to complete all the housing development surrounding this development. This is a risk factor as retail follows housing but in this case, retail is leading out while housing is coming online. Again, another risk factor that would most likely keep a developer from pursuing this development.

But for the economic development incentive being considered it is reasonable to assume that this development might not have reasonably occurred as high end restaurants, retail center, hotel, and high end fitness center in the foreseeable future.

An estimate of the total amount of project area funds that the Agency intends to spend on project area development and length of time over which the project area funds will be spent

It is anticipated that an estimated \$3,143,686 (Budget Expense) of sales and use tax increment will be expended over 15 years to undertake the development of the Project Area. The Agency anticipates expending approximately \$314,358 or 10% of the funds collected above \$100,000 on an annual basis for low to moderate income housing per state statute. It is anticipated that over a 15-year period, the Skye View CRA will generate \$71,447,403 in sales and use tax at 0.0625. The budget will be capped at \$3,143,686 for 15 years, whichever comes first.

Increment New Taxes Resulting from the Proposed Development

The Public Investment in the project is expected to create an environment that will produce private investment to develop the high end restaurants, retail center, hotel and high end fitness center that will result in tax increment revenues to all taxing entities. As a result of the development it is anticipated that the Project Area will produce an estimated total gross revenue between sales and use tax and personal and real property, and transient room tax of not less than \$7,642,449 over a 15-year period to Lehi City only. The following is a schedule of personal and real property to all the taxing entities:

Total Increment Value Generated for Taxing Entities

<i>Taxing Entity</i>	<i>Length</i>	<i>Percentage</i>	<i>Sales Tax</i>	<i>Property Tax</i>
Utah County	15 Years	100%		\$ 861,123.00
Alpine School District	15 Years	100%		\$8,472,550.00
Lehi City	15 Years	45%/100%	\$7,642,449.00	\$1,632,435.00
Water Conservancy Districts	15 Years	100%		\$ 552,070.00
Total Taxes			\$7,642,449.00	\$11,518,178.00

The proposed budget only analyzes sales and use, personal and real property tax, transient room tax, and PARC tax it does not include an analysis of multifamily or any other tax revenue generation. It also only estimates the sales and use tax at the City's rate (1%). Of the 1% sales and use tax rate the City only collects .5% with the other .5% going to the state pool. The proposed reimbursement schedule the Redevelopment Agency will collect is based on the actual collection of the .5%.

The Associated Business and Economic Activity Likely to be Stimulated;

The public investment of Tax Increment is expected to stimulate the following economic activity:

Short Term Construction and Employment

For purposes of this analysis the national multiplier average for construction is 2.99 jobs created per million dollars spent on a project. This is a blended average based on project type and length of project. Based on the estimated value of \$99M it is anticipated that this project will employ approximately 296

workers. Average wage for a general laborer construction worker is \$22.90 per hour or \$47,632 (Utah Department of Workforce Services Data) per year. Total estimated payroll during the 2.5 year construction period is \$35M. This equates to approximately 35% of the total overall costs. National averages range between 25% - 35% of total construction costs. It is safe to assume based on the multiplier and national average ranges, the estimated number of workers and payroll is accurate. The remaining 65% - 75% of the construction costs will be used for materials and overhead. With the wildfires, natural disasters and political climate, costs of materials will continue to grow at an exponential rate.

It is reasonable to expect that construction workers will spend a typical portion of their wages in Lehi City for food, clothing, recreation, transportation and housing which will generate sales and use tax as well as personal and real property tax revenue. There is no way to determine how much of the building materials will be purchased from within Lehi City but it is reasonable to expect that all material will come from within the state therefore providing sales tax revenue to the state and local economies.

Direct Employment

According to Metropolitan Washington Council of Governments the retail will employ approximately 780 workers. This is based on an average square foot per building usage. Wages vary greatly based on roll and function within a restaurant, grocery, retailer and hotel employees. On the lower end would be basic restaurant and retail workers paying \$16.30 - \$17.00 per hour or \$33,900 - \$35,595 annually. The upper end would be managers averaging \$21.00 - \$39.11 per hour or \$47,574 – 81,361 annually. There is a potential of high end restaurants, grocery retailer, hotel and higher end retail. The average per capita income for Utah County is \$35,091 showing the majority of the wages will meet the county average wage. While retail usually pays a lower wage it fits a niche market for employment that includes college students, high school graduates transitioning into full time employment, individuals looking for parttime work, etc.

Direct Purchases of Supplies and Services

It is anticipated that the development opportunities locating with the Project Area will directly purchase goods and services from the surrounding established businesses. Based on historical trends, the land developers utilize local contractors who source out of Utah. During the development phase, it's anticipated the developers will utilize Utah companies to source goods and materials for building. Upon completion, businesses need to purchase goods and service to run their business. It is anticipated that retailers will utilize local merchants for uniforms, supply's, goods and services. This could include lease restaurant and retail furniture and fixtures, office supplies, computers, networking assistance, internet, etc. All other proposed development will most likely utilize local sourced goods and services for their businesses. It is induced there will be a direct and in-direct impact to the local economy through job and income generation and wages being spent in the local economy. Direct jobs also create secondary or support jobs that are viewed by a multiplier or the multiplier effect. The multiplier number shows the economic impact to an area is much larger than just the direct jobs or impact created.

Impact on Other Taxing Entities

The formation of the Skye View Community Reinvestment Area authorizes the Redevelopment Agency to enter into an Interlocal Agreement with all public entities who have a tax levy to temporarily divert tax increment from the taxing entities to the Agency. The taxing entities agree via the Interlocal Agreement to give a portion of the real and personal property tax and sales and use tax generated from the new development to the agency for a set time and amount that can then be used as an incentive to the developer or for project costs within the Project Area. School District, Utah County and Water Conservancy Districts have the option to utilize real and personal property for a project area. All taxing entities were approached concerning this project and all taxing entities declined to participate. The Redevelopment Agency will enter into an interlocal agreement with Lehi City for sales and use tax only for the project. The sales and use tax calculation will be 55% of what the city collects from the project area (local option only). The analysis indicates the overall sales and use tax generated from the Project Area to be approximately \$11M at the 1% for 15 years. The total TIF to include incentive, and housing is \$3,143,686 (based on the budget projections). This incentive will be utilized by the development and Lehi City to cover public infrastructure, grading and land acquisition costs needed to develop the project site. The actual tax increment generated is dependent on sales and use tax generation through development of restaurants, grocery, hotel and retail revenues.

Conclusion

Lehi City Redevelopment Agency is proposing utilizing a portion of the new sales and use tax increment generated as an incentive to the developer. This project will immediately enhance and strengthen the economic base of the community and the state of Utah by broadening the sales and use tax and personal and real property values in the area. It will also enhance community safety, prosperity, peace, order and convenience to the community by taking vacant land and utilizing it to a higher and better use. The project falls within the State of Utah's desire to create more LMI housing across the state.

The Agency seeks to utilize the tax increment as an incentive to reimburse infrastructure costs, land acquisition and grading for the development project. If not for the incentives, the development would most likely not occur and would remain vacant property and produced no personal and real property or sales and use tax.

The incentive given must be weighed against the value received on a project by project basis over the life of the project. As previously stated, there will be additional economic development that increases the tax base and/or tangible and quantifiable benefits to the City as a result of this development.

In determining whether the incentive is necessary to accomplish the goals of economic development, job creation and preservation, growth of tax revenues and other public purposes, the Agency should consider what would be paid every year in return for the development of the Project Area and generation of new tax revenues.

The economic benefits to the Skye View Community Reinvestment Area include:

- Total investment estimated at \$116,000,000 to include land, infrastructure and building costs
- Short term construction employment of 296 workers with an estimated payroll of \$35M
- New direct employment of approximately 780 full and part-time jobs
- Multiplier effect of additional jobs created in the City as support services for the direct employment.
- Purchases of goods or services from local vendors during and after construction
- Immediate new growth in the tax revenues due to land being developed from vacant lot to new higher end restaurants, retail centers, and multifamily residential.
- A continued economic and commercial diversification of Lehi City and the state.

Without establishing the Skye View Community Reinvestment Area and providing tax increment assistance the Skye View concept development will not occur. The coverage of infrastructure costs, grading and land purchase are intended to move the development forward. The alternative is to wait until the property is purchased by another developer and utilized for additional housing.

The Skye View Community Reinvestment Area meets all the requirements as set forth in Utah Code title: 17C-5-105 regarding the proposed Project Area. The Skye View Community Reinvestment Area in Lehi City will provide a beneficial influence upon the tax base of the City, will stimulate business and associated economic activity, and promote the public peace, health, safety and welfare of Lehi City.

There are substantial economic benefits associated with the sales and use tax and personal and real property tax increment investment to Lehi City and all other taxing entities in the Skye View Community Reinvestment Project Area.

APPENDIX D
Schedule 1

Incentive 19,999 SF							
	2027	2028	2029	2030	2031	2032	2033
Lehi Local Option - Point-of-Sale	187,065	329,145	365,221	370,699	376,259	381,903	387,632
Total	187,065	329,145	365,221	370,699	376,259	381,903	387,632
							310,105
City Sales Tax Summary							
	2027	2028	2029	2030	2031	2032	2033
Lehi Local Option - Point-of-Sale	187,065	329,145	365,221	370,699	376,259	381,903	387,632
Lehi PARC Tax	37,413	65,829	73,044	74,140	75,252	76,381	77,526
Lehi TRT	-	50,711	51,471	52,243	53,027	53,822	54,630
Total	224,478	445,684	489,736	497,082	504,538	512,106	519,788
County Sales Tax Summary							
	2027	2028	2029	2030	2031	2032	2033
Utah County Option	93,533	164,572	182,610	185,349	188,130	190,952	193,816
Transit and Highways	467,663	822,862	913,051	926,747	940,648	954,758	969,079
County TRT	-	215,520	218,753	222,034	225,365	228,745	232,176
County Restaurant	34,385	139,603	177,121	179,778	182,475	185,212	187,990
Total	595,580	1,342,558	1,491,536	1,513,909	1,536,618	1,559,667	1,583,062
Share with Developer							
	2028	2029	2030	2031	2032	2033	2034
Lehi Local Option Point-of-Sale (0.550%)	102,886	181,030	200,871	203,884	206,943	210,047	213,197

APPENDIX D (Cont)

Schedule 1

2034	2035	2036	2037	2038	2039	2040	2041	Total	NPV 5%
393,446	399,348	405,338	411,418	417,589	423,853	430,211	436,664	5,715,792	3,850,191
393,446	399,348	405,338	411,418	417,589	423,853	430,211	436,664	5,715,792	3,850,191
314,757	319,478	324,271	329,135	250,554	254,312	258,127	261,999		
2034	2035	2036	2037	2038	2039	2040	2041	Total	NPV 5%
393,446	399,348	405,338	411,418	417,589	423,853	430,211	436,664	5,715,792	3,850,191
78,689	79,870	81,068	82,284	83,518	84,771	86,042	87,333	1,143,158	770,038
55,449	56,281	57,125	57,982	58,852	59,735	60,631	61,540	783,498	521,429
527,585	535,498	543,531	551,684	559,959	568,359	576,884	585,537	7,642,449	5,141,658
2034	2035	2036	2037	2038	2039	2040	2041	Total	NPV 5%
196,723	199,674	202,669	205,709	208,795	211,927	215,106	218,332	2,857,896	1,925,096
983,616	998,370	1,013,345	1,028,546	1,043,974	1,059,633	1,075,528	1,091,661	14,289,481	9,625,478
235,659	239,194	242,782	246,424	250,120	253,872	257,680	261,545	3,329,868	2,216,073
190,810	193,672	196,577	199,526	202,519	205,557	208,640	211,770	2,695,636	1,795,417
1,606,808	1,630,910	1,655,374	1,680,204	1,705,407	1,730,988	1,756,953	1,783,307	23,172,881	15,562,063
2035	2036	2037	2038	2039	2040	2041	2042	Total	NPV
216,395	219,641	222,936	226,280	229,674	233,119	236,616	240,165	3,143,686	2,117,605

Redevelopment Agency of Lehi Agenda Item Report

Meeting Date: August 26, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Skye View Community Reinvestment Project Area Budget

a) Public Hearing

b) Consideration of Resolution #R2025-11 adopting the official Project Area Budget for the Skye View Community Reinvestment Project Area.

Suggested Action:

Attachments:

[R2025-11 adopting CRA Budget Aug 26 2025 Skye View.docx](#)

[Skye View CRA Budget Draft Aug 26 2025.docx](#)

REDEVELOPMENT AGENCY OF LEHI CITY, UTAH

RESOLUTION #R2025-11

**RESOLUTION OF THE REDEVELOPMENT AGENCY OF LEHI CITY, UTAH
("RDA") ADOPTING THE OFFICIAL PROJECT AREA BUDGET FOR THE
SKYE VIEW COMMUNITY REINVESTMENT PROJECT AREA; DATED
AUGUST 26TH, 2025**

WHEREAS, the Redevelopment Agency of Lehi City (the "Agency") was created to transact the business and exercise the powers provided for in the current Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code Ann. 1953, as amended (the "Act"); and

WHEREAS, Lehi City has adopted a general Budget pursuant to applicable law; and

WHEREAS, the Agency has authorized the preparation of a draft project area budget as provided in Section 17C-5-302(1) of the act, and the budget has been prepared as provided in Section 17C-5-303 of the Act; and,

WHEREAS, pursuant to Section 17C-5-302 of the Act, the Agency has (a) prepared a draft Skye View Community Reinvestment Project Area Budget (the "Project Area Budget" or "Budget") and (b) made the draft Project Area Budget available to the public at the Agency's offices during normal business hours for 30 days prior to the date of adoption of the Budget; and,

WHEREAS, the Agency has provided notice of the Budget public hearing in compliance with Sections 17C-1-805, 806, and 809;

WHEREAS, the Agency has held a public hearing on the draft Project Area Budget and at that public hearing (a) allowed public comment on the draft Project Area Budget and on whether the draft Project Area Budget should be revised, approved or rejected, and (b) received all written and heard all oral objections to the draft Project Area Budget; and

WHEREAS, after holding the public hearing the Agency considered the oral and written objections to the draft Project Area Budget, and whether to revise, approve or reject the draft Project Area Budget; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF LEHI CITY:

Section I. Adoption of Project Area Budget. It has become necessary and desirable to adopt the draft Project Area Budget entitled, "Skye View Community Reinvestment Project Area Budget," dated August 26th, 2025. The Project Area Budget is hereby designated as the official

Project Area Budget for the Skye View Community Reinvestment Project Area. The draft Project Area Budget, in the form attached hereto as **EXHIBIT C**, and together with any changes to the draft Project Area Budget as may be indicated in the minutes of this meeting (if any), the Agency hereby officially adopts the Project Area Budget by Resolution.

Section 2. Legal Description of the Project Area Boundaries. The legal description of the boundaries of the Project Area covered by the Project Area Budget is attached hereto and incorporated herein as **Exhibit A**. A map of the Project Area is attached and incorporated herein as **Exhibit B**.

Section 3. Agency's Purposes and Intent. The Agency's purposes and intent with respect to the Project Area are to accomplish the following:

- A. Provide essential governmental services to the Project Area by providing a mechanism to develop public infrastructure within or to serve the Project Area.
- B. Encourage and accomplish appropriate private development and community development activities within the Project Area.
- C. To enhance employment & income opportunities for community residents.
- D. To improve access to goods and services for residents.
- E. To increase and diversify the tax base, thus increasing the resources available for performing governmental services while minimizing tax rates.

Section 4. Project Area Budget Incorporated by Reference. The Project Area Budget, together with any supporting documents, in the form attached as **Exhibit C**, and together with any changes to the draft Project Area Budget as may be indicated in the minutes of this meeting (if any), is hereby incorporated herein by reference, and made a part of this Resolution. Copies of the Project Area Budget shall be filed and maintained in the office of the Agency and the City Recorder for public inspection.

Section 5. Agency Board Findings. The Agency Board hereby determines and finds as follows:

The adoption of the Project Area Budget will:

- A. Satisfy a public purpose by, among other things, encouraging and accomplishing appropriate community development, economic development and reinvestment activities within the Project Area;

B. Provide a public benefit in the form of, among other things, increased development activity within the boundaries of the Agency, including in particular within the Project Area, which is desirable and will enhance the tax base of all taxing entities within the Project Area:

C. Be economically sound and feasible; in that the revenue needed for the implementation of the Project Area Budget will come from incremental property taxes generated by new private development within the Project Area, all as further shown and supported by the analysis contained in the Project Area Budget;

D. Conform to Lehi City's general Budget in that; among other things, the Project Area Budget provides that all development in the Project Area is to be in accordance with the City's zoning ordinances and requirements, and the development activities contemplated by the Project Area Budget are in harmony with the City's general Budget; and,

E. Promote the public peace, health, safety and welfare of the citizens of Lehi City.

Section 6. Acquisition of Property. Pursuant to this Project Area Budget the Agency may acquire (but is not required to acquire) property in the Project Area by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation) except from an Agency board member or officer with their consent. Pursuant to this Project Area Budget the Agency is authorized to acquire (but is not required to acquire) any other interest in real property in the Project Area less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase or other lawful method, but not by eminent domain (condemnation) except from an Agency board member or officer with their consent.

Section 7. Financing. Subject to any limitations required by currently existing law (unless a limitation is subsequently eliminated), this Resolution hereby specifically incorporates all of the provisions of the Act that authorize or permit the Agency to receive funding for the Project Area and that authorize the various uses of such funding by the Agency, and to the extent greater (or more beneficial to the Agency) authorization for receipt of funding by the Agency or use thereof by the Agency is provided by any amendment of the Act or by any successor provision, law or act, those are also specifically incorporated herein. It is the intent of this Resolution that the Agency shall have the broadest authorization and permission for receipt of and use of personal and real property, sales and use tax, tax increment and other funding as is authorized by law, whether by existing or amended provisions of law. This Resolution also incorporates the specific provisions relating to funding of community reinvestment project areas permitted by Chapter 5 of the Act.

Section 8. Effective Date of Resolution. This Resolution shall take effect immediately upon adoption, and pursuant to the provisions of the Act.

IN WITNESS WHEREOF, the Redevelopment Agency of Lehi City has approved, passed and adopted this Resolution this 26th day of August, 2025.

REDEVELOPMENT AGENCY OF LEHI CITY

Mark Johnson, Chair

ATTEST:

Jason Walker, Executive Director

EXHIBIT "A"
**LEGAL DESCRIPTION OF THE SKYE VIEW COMMUNITY REINVESTMENT
PROJECT AREA**

Lehi Sky View East Plat 'A'

A parcel of land situate in the Southwest Quarter of Section 28 and the Northwest Quarter of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the easterly right-of-way line of Center Street, said point being South 89°58'00" East 69.22 feet along the section line and South 3.14 feet from the Northwest Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running

thence along said easterly right-of-way line the following four (4) courses:

(1) South 89°32'12" East 10.92 feet;

(2) North 05°17'20" West 62.31 feet;

(3) North 89°32'12" West 4.96 feet;

(4) North 00°27'48" East 17.34 feet;

thence South 44°45'25" East 10.32 feet;

thence South 89°58'00" East 246.29 feet;

thence South 86°47'13" East 90.14 feet;

thence South 89°58'00" East 593.81 feet;

thence North 13.18 feet;

thence East 784.00 feet;

thence South 670.00 feet;

thence North 89°59'48" West 1,222.31 feet;

thence North 00°00'12" West 85.00 feet;

thence North 89°59'48" West 185.00 feet;

thence South 00°00'12" West 242.00 feet;

thence North 86°04'37" West 311.68 feet to the easterly right-of-way line of Center Street;

thence along said easterly right-of-way line the following three (3) courses:

(1) North 01°40'53" West 283.50 feet;

(2) North 00°27'48" East 421.41 feet;

(3) North 03°57'27" East 21.22 feet to the point of beginning.

Contains 1,174,181 Square Feet or 26.955 Acres, 2 Lots and 2 Parcels

EXHIBIT “B”
BOUNDARY MAP OF THE SKYE VIEW COMMUNITY REINVESTMENT PROJECT
AREA

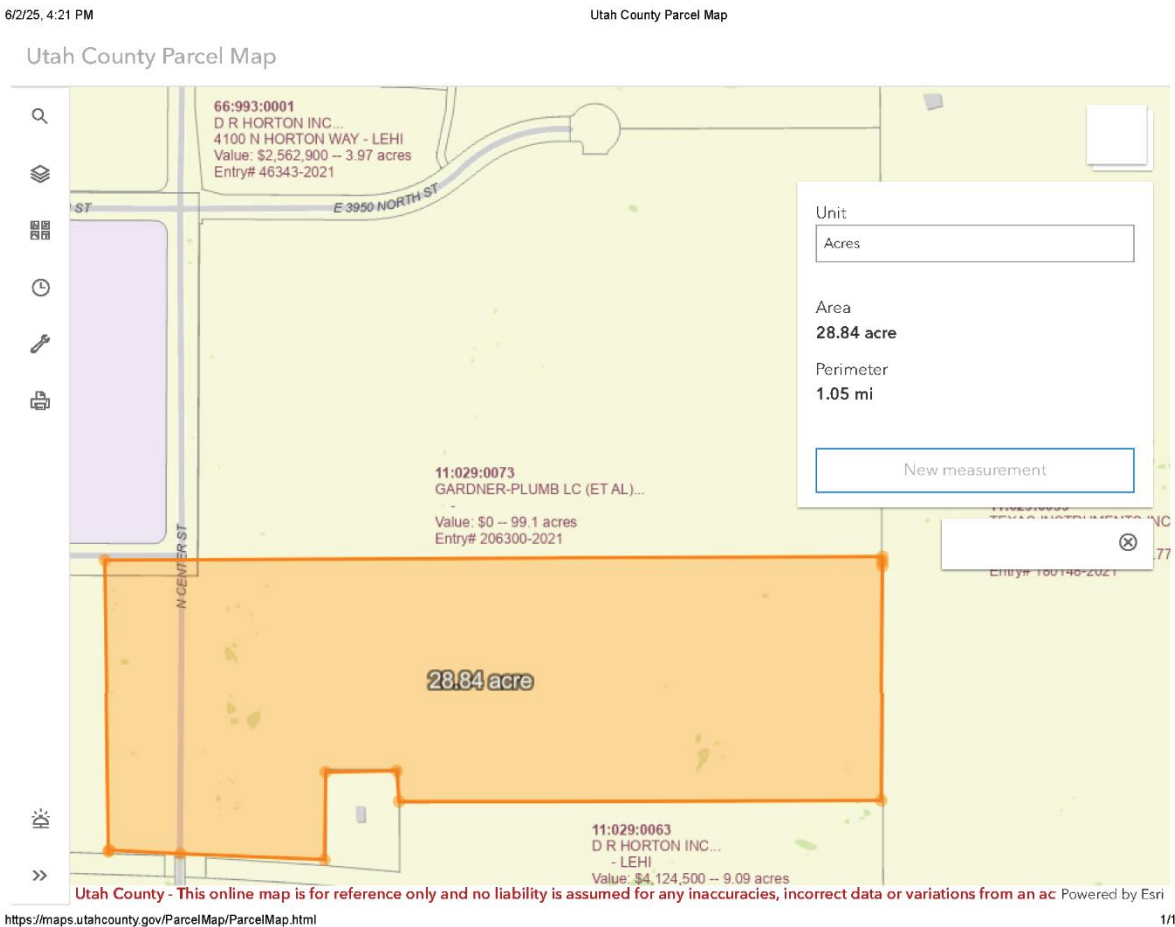


**EXHIBIT “C”
SKYE VIEW COMMUNITY
REINVESTMENT PROJECT AREA BUDGET**

SKY VIEW COMMUNITY REINVESTMENT PROJECT AREA BUDGET

Aug 26th, 2025



LEHI CITY REDEVELOPMENT AGENCY

Prepared by Marlin Eldred, Economic Development Director, Lehi City

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Section 1: Introduction

Per Utah Code § 17C-5-303, the Lehi City Redevelopment Agency (the “Agency”) is required to prepare an project area budget (“Budget”) for the Sky View Community Reinvestment Project Area (the “Project Area”). This Budget is based on projected development within the Project Area, which includes higher end restaurants, retail center, and multifamily housing. As development takes time to occur, the Budget takes into account the timing of the development. The purpose of this Budget is to set forth the Agency’s good-faith projections about the impact of development within the Project Area on the Agency and the benefits to the individual taxing entities.

This Budget meets the requirements of the Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act (the “Act”).

This Budget is prepared in good faith as a current reasonable estimate of the economic impact of projected development within the Project Area. Changes in fundamental economic factors and other circumstances may influence the actual impact. With these assumptions, the information contained within this Budget represents the reasonable expectations of the Agency. The Agency makes no guarantee that the projections contained in this Budget for the Project Area accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, as amended; this Budget shall not be interpreted to limit or restrict the powers of the agency as granted by the Act. The actual amount of tax increment received by the Agency will be determined by an interlocal agreement between the Agency and Lehi City.

Section 2: Base Taxable Value (17C-5-303(1)(a))

The base value for the Project Area Budget is the total assessed value of property within the Project Area for the 2025 tax year which is estimated to be \$15,232,531. Based on the tax rate set for 2025, the real property within the Project Area generates approximately \$133,017 in annual property tax revenue. The current Project Area is classified as Mixed Use 1 by the Sky View Area Plan and Zoned Commercial/Residential by the General Plan. The property is currently vacant land and void of internal infrastructure. The zoning designation is to drive a higher and better use of the property and facilitate continued growth in real and personal property and sales and use tax.

The base taxable value used to calculate the sharing of tax increment pursuant to interlocal agreements with the taxing entities will be set in each interlocal agreement as required by Utah Code § 17C-5-204(6)(a). The base year has been set as 2025. The Agency will not be requesting personal and real property from any taxing entity but collected sales and use tax participation from Lehi City. The Budget will reflect the tax increase to each taxing entity.

Section 3: Projected Amount of Tax Increment to be Generated Within the Community Reinvestment Project Area (17C-5-303(1)(b))

It is anticipated that construction within the Project Area will continue through 2028 with tax increment being generated beginning in 2028. The Agency anticipates receiving a portion of this tax increment pursuant to interlocal agreements with Lehi City. It is currently estimated that over a 15-year period, the .5% of the 1% sales and use tax increment to be generated by new development within the Project Area will be approximately \$5,719,572 million with approximately \$1,632,435 in personal and real property tax to Lehi City. The real and personal property value is based on approximately \$91 million in investment in development in the Project Area (higher end restaurants, retail center, hotel and high end fitness center), the other taxing entities would receive approximately \$9,885,742 million in tax revenue over the next 15 years from the real and personal property within the Project Area. Lehi City would receive approximately \$7,642,449 million in point of sale (.5%), sales and use tax, TRT and PARC tax over the next 15 years within the Project Area. The Agency's detailed financial projections are shown on the spreadsheet attached hereto as **Exhibit A**. The sales and use tax is calculated based on the .5% point of sale collection. Total anticipated sales and use tax based on the 1% collection with the city re-allocation from the state pool that the city will collect in the project area is \$11,431,584.

Section 4: Each Project Area Funds Collection Period 17C-5-303(1)(c)

The Agency expects to receive tax increment from the Project Area for a period of fifteen years. The Agency will determine when tax increment collection will begin, or be "triggered". The Agency expects to trigger the tax increment collection period on or before December 31st, 2028. The actual details of the Project Area funds collection period will be set in the interlocal agreement(s) with Lehi City. The base year will be 2025 with no collection of personal or real property.

Section 5: The Projected Amount of Tax Increment to be Paid to Other Taxing Entities in Accordance With Section (17C-1-410) (17C-5-303(1)(d))

While it is anticipated that the personal and real property tax generation for the Project Area will be approximately \$11,518,177 million over the 15 years, the Agency will receive no personal and real property taxes. It's anticipated that the Agency will receive 55% of the .5% point of sale collection of Lehi City's sales and use tax collected for 15 years to facilitate development within the Project Area which is approximately \$3,143,686 million. Lehi City will receive the other .5% reallocation from the state pool and remaining .45% percentages of sales and use tax which is estimated at \$7,887,793 million.

Section 6: If the Area From Which Tax Increment is Collected is Less Than the Entire Community Reinvestment Project Area (17C-5-303(1)(e))

The Agency anticipates collecting no personal and real property and only sales and use tax increment from the entire Project Area. The Agency anticipates collecting tax increment for a period of 15 years. Actual details about the tax increment collection will be set in the interlocal agreement with Lehi City.

Section 7: The Percentage and Maximum Cumulative Dollar Amount of Tax Increment the Agency is Authorized to Receive From the Community Reinvestment Project Area 17C-5-303(1)(f)-(g)

The Agency anticipates collecting 55 percent of Lehi Cities sales and use tax collected by the Project Area, with a maximum cumulative dollar amount of \$3,143,686. The budget shows \$5,715,792 which is 50% of the sales and use tax collected on the .5% of the cities point of sale. Of the \$3,143,686 million budget there is a 10% set aside for low to moderate income housing of \$314,368. The budget total is \$3,143,686. It is the intent for the RDA to utilize the 10% set aside for LMI housing within Lehi Housing Authority. Based on the budget for infrastructure costs, grading incentives, housing allotment and administration fee the Agency will enter into an interlocal agreement for 15 years or \$3,143,686 whichever comes first. The maximum cumulative dollar amount that can or will be collected is \$3,143,686 for public infrastructure, grading, infrastructure and incentive costs, and \$314,368 for the 10% low to moderate housing requirement. The 10% LMI Housing is part of the overall cumulative dollar amount. It is anticipated that once the 15 year or max collection period is reached the Agency will close the Sky View CRA. Payments will flow from Lehi City to the Redevelopment Agency and then to the developer.

Section 8: Sales and Use Tax Revenue (17C-5-303(2)(a-b))

The Agency is authorized to negotiate for sales and use taxes from the public entities that collect them, and the Agency anticipates receiving 55% of to .5% point of sales or use tax collected from the Project Area. The collection period will be for 15 years or \$3,143,686 whichever comes first. The sales and use tax is 55% of the .05% that the city collects.

Section 9: The Amount of Project Area Funds the Agency will use to Implement the Community Reinvestment Project Area Plan (17C-5-303(3))

The Agency anticipates using all tax increment received by the Agency to implement the Project Area Plan, to encourage development within the Project Area. The Agency currently anticipates using the full amount for infrastructure, grading, infrastructure that is needed for development within the Project Area. The anticipated infrastructure costs are shown below.

Improvements Needed to Implement the CRA Plan

Grading of Property	\$ 2,500,000.00
Infrastructure Improvements	\$ 3,000,000.00
Total Fund Uses	\$ 5,500,000.00

Section 10: The Agency's Combined Incremental Value (17C-5-303(4))

The combined overall incremental value collected by the Agency is \$3,143,686 based on the budget at a 55% participation of the .5% point of sale, sales and use tax from Lehi City over a 15-year period. The cap amount will be set at \$3,143,686 or 15 years whichever comes first. The current assessed value of the Project Area is approximately \$15,252,531. All the property is currently zoned for Mixed Use 1 via the Sky View Area Plan and the Project Area is vacant land which is almost the lowest use and tax designation. It is anticipated that upon completion of the development project the assessed value will be increased to \$99,047,502. The overall new development cost is estimated at \$109 million. The overall personal and real property tax generation for the project area is estimated at \$11,518,177 over the 15 years. Taking into account personal and real property, .1% sales and use tax, transient room tax, PARC tax and any other tax levied in the area the total taxes collected in the area will be \$24,876,418. Lehi City will receive approximately \$11,846,990 after the incentive, all other taxing entities will receive \$9,885,742 and the Agency would receive \$3,143,686 over 15 years.

Total sales and use tax at 6.25% are estimated at \$71,447,403 over the 15 years. Of the 6.25%, Lehi City collects .50% or \$5,715,792. Of the \$5 million collected by Lehi City the Agency would receive \$3,143,686 over the 15 years. This estimation is based on higher end restaurants, grocery anchor, higher end fitness center and a retail center.

The Budget assumes personal and real property and sales and use tax is not generated all in year one, therefore the Plan and Budget takes into account a timeline for the property value and sales tax to increase. It's anticipated that the retail development will take 1– 3 years to be developed. Based on this assumption at year 15, the Project Area should be valued at approximately \$109 million in personal and real property with approximately \$4,763,160 at 6.25% in sales and use tax being generated annually.

Section 11: The Amount of Project Area Funds That will be Used to Cover the Cost of Administering the Community Reinvestment Project Area Plan 17C-5-303(5)

In compliance with Utah Code 17C-5-307(2) any funds collected in excess of \$100,000 on an annual basis are subject to the 10% allocation for low to moderate income housing (per the budget analysis it's anticipated that the Agency will have to collect funds for the CRA housing requirement). The LMI funds collected will be used through the Lehi City Housing Authority. Estimated amounts based on the budget for the mandatory housing allocation fee are shown below.

Administrative Costs

CRA Housing Requirement at 10%	\$ 314,368.00
Total Costs	\$ 314,368.00

Section 12: Property Owned by the Agency (17C-5-303(6))

The Agency does not own and does not anticipate purchasing property to develop within the Project Area.

Incentive 19,999 SF									
	2027	2028	2029	2030	2031	2032	2033	2034	
Lehi Local Option - Point-of-Sale	187,065	329,145	365,221	370,699	376,259	381,903	387,632		
Total	187,065	329,145	365,221	370,699	376,259	381,903	387,632		
City Sales Tax Summary									
Lehi Local Option - Point-of-Sale	187,065	329,145	365,221	370,699	376,259	381,903	387,632		
Lehi PARC Tax	37,413	65,829	73,044	74,140	75,252	76,381	77,526		
Lehi TRT	-	50,711	51,471	52,243	53,027	53,822	54,630		
Total	224,478	445,684	489,736	497,082	504,538	512,106	519,788		
County Sales Tax Summary									
Utah County Option	93,533	164,572	182,610	185,349	188,130	190,952	193,816		
Transit and Highways	467,663	822,862	913,051	926,747	940,648	954,758	969,079		
County TRT	-	215,520	218,753	222,034	225,365	228,745	232,176		
County Restaurant	34,385	139,603	177,121	179,778	182,475	185,212	187,990		
Total	595,580	1,342,558	1,491,536	1,513,909	1,536,618	1,559,667	1,583,062		
Share with Developer									
Lehi Local Option Point-of-Sale (0.550%)	102,886	181,030	200,871	203,884	206,943	210,047	213,197		

EXHIBIT A – Detailed Financial Projections

**EXHIBIT A – Detailed
Financial Projections –
Continued**

2034	2035	2036	2037	2038	2039	2040	2041	Total	NPV 5%
393,446	399,348	405,338	411,418	417,589	423,853	430,211	436,664	5,715,792	3,850,191
393,446	399,348	405,338	411,418	417,589	423,853	430,211	436,664	5,715,792	3,850,191
314,757	319,478	324,271	329,135	250,554	254,312	258,127	261,999		
2034	2035	2036	2037	2038	2039	2040	2041	Total	NPV 5%
393,446	399,348	405,338	411,418	417,589	423,853	430,211	436,664	5,715,792	3,850,191
78,689	79,870	81,068	82,284	83,518	84,771	86,042	87,333	1,143,158	770,038
55,449	56,281	57,125	57,982	58,852	59,735	60,631	61,540	783,498	521,429
527,585	535,498	543,531	551,684	559,959	568,359	576,884	585,537	7,642,449	5,141,658
2034	2035	2036	2037	2038	2039	2040	2041	Total	NPV 5%
196,723	199,674	202,669	205,709	208,795	211,927	215,106	218,332	2,857,896	1,925,096
983,616	998,370	1,013,345	1,028,546	1,043,974	1,059,633	1,075,528	1,091,661	14,289,481	9,625,478
235,659	239,194	242,782	246,424	250,120	253,872	257,680	261,545	3,329,868	2,216,073
190,810	193,672	196,577	199,526	202,519	205,557	208,640	211,770	2,695,636	1,795,417
1,606,808	1,630,910	1,655,374	1,680,204	1,705,407	1,730,988	1,756,953	1,783,307	23,172,881	15,562,063
2035	2036	2037	2038	2039	2040	2041	2042	Total	NPV
216,395	219,641	222,936	226,280	229,674	233,119	236,616	240,165	3,143,686	2,117,605

Redevelopment Agency of Lehi Agenda Item Report

Meeting Date: August 26, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #R2025-12 approving an Interlocal Agreement with Lehi City regarding the Skyview Community Reinvestment Project Area.

Suggested Action:

Attachments:

[R2025-12 RDA Resolution adopting Interlocal Agreement Aug 26 2025 Skye View.docx](#)

[Interlocal Agreement With Lehi City and RDA Aug 26 2025 Skye View.doc](#)

**LEHI REDEVELOPMENT AGENCY
RESOLUTION NO. #R2025-12**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH LEHI CITY
REGARDING THE SKYE VIEW COMMUNITY REINVESTMENT PROJECT AREA
August 26th, 2025.**

WHEREAS, on August 26th, 2025, the Lehi Redevelopment Agency approved an interlocal agreement with Lehi City for the Skye View Community Reinvestment Project Area; and

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, 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 Lehi City Redevelopment Agency (the “**Agency**”) and Lehi City (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 an Interlocal Agreement with Lehi City whereby the Taxing Entity consents to the Agency receiving and retaining, for an extended period of time, a portion of the tax increment produced by the Taxing Entity’s levy on real and personal property and/or sales and use tax within the Skye View Community Reinvestment Project Area (“**Project Area**”), to assist in the development of the Project Area as provided in the amended project area plan (“**Project Area Plan**”); and

WHEREAS, Section 11-13-202.5 of the 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 BOARD OF THE LEHI CITY REDEVELOPMENT AGENCY:

SECTION 1. Agreement Approval. The Interlocal Agreement, substantially in the form attached as EXHIBIT A, is approved and shall be executed by the Agency.

SECTION 2. Legal Review. As required by Section 11-13-202.5 of the Act, the Interlocal Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

SECTION 3. Filing with Records Keeper. As required by Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, an executed original counterpart of the Interlocal Agreement shall be filed immediately with the keeper of records of the Agency.

SECTION 4. Publishing of Notice. Upon full execution of the Interlocal Agreement, the Agency Secretary is directed to publish or cause to be published a notice of the Interlocal

Agreement, in substantially the form attached as EXHIBIT B, as required by Section 11-13-219 of the Act and Section 17C-5-205 of the Utah Code, and to make a copy of the Interlocal Agreement available for public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

SECTION 6. Effective Date. This resolution shall become effective immediately upon passage.

PASSED AND ADOPTED BY THE BOARD OF THE LEHI CITY REDEVELOPMENT AGENCY ON THIS 26th DAY OF AUGUST 2025.

Mark Johnson, Chair

Attest:

Jason Walker, Executive Director

EXHIBIT A
INTERLOCAL AGREEMENT

EXHIBIT B

NOTICE OF INTERLOCAL AGREEMENT BETWEEN THE LEHI CITY REDEVELOPMENT AGENCY AND LEHI CITY

Diversion of Property Tax for a Community Reinvestment Project Area

The Lehi City Redevelopment Agency (the "**Agency**") and Lehi City, Utah jointly provide this notice of an Interlocal Agreement entered into by and between the Agency and Lehi City, in which Lehi City consents to the Agency receiving and retaining a portion of the tax increment generated within the Skye View Community Reinvestment Project Area for the purpose of facilitating development within the Project Area. The Interlocal Agreement is for local option sales and use tax at 55% for a total of 15 years not to exceed a budget amount of \$3,143,686.00 and levy a property tax on taxable property within the agency's boundaries. A copy of the Interlocal Agreement is and will be available for public inspection and copying at the Agency offices located at 153 North 100 East, Lehi, Utah 84043, between the hours of 8:00 am and 5:00 pm, Monday through Thursday and between the hours of 8:00am and 4:00pm, Friday, for a period of at least 30 days following the publication of this notice. During that 30-day period, any person in interest may contest the Interlocal Agreement, or the procedure used to adopt it, for failure to comply with any applicable statutory requirements. After that 30-Day Period, no person may contest the Interlocal Agreement for any cause.

**SKYE VIEW
COMMUNITY REINVESTMENT PROJECT AREA
INTERLOCAL AGREEMENT
by and between the
LEHI CITY REDEVELOPMENT AGENCY
and
LEHI CITY**

THIS INTERLOCAL AGREEMENT is entered into as of this 26th day of August, 2025, by and between the **LEHI CITY REDEVELOPMENT AGENCY** (the “**Agency**”) and Lehi City (the “**Taxing Entity**”) (collectively, the “**Parties**”).

A. 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 “**Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community reinvestment activities within the Lehi, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the Skye View Community Reinvestment Project Area (the “**Project Area**”) and adopted a community reinvestment project area plan for the Project Area, a copy of which is attached hereto as **EXHIBIT A** and incorporated herein by this reference (the “**Project Area Plan**”), which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for the development of retail, restaurants, multi-family housing (the “**Project**”) in the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(49) (hereinafter “**Tax Increment**”), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and

E. WHEREAS UCA §17C-5-202(1) authorizes the Taxing Entity to consent to the payment to the Agency of a portion of the Taxing Entity’s share of Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS UCA §11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

G. WHEREAS in order to facilitate development of the Project, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and

H. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

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. Taxing Entity's Consent.

a. Pursuant to Section 17C-5-202(1)(a) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid 55% for 15 years, of the Taxing Entity's collected share or local option of the sales and use tax from the Project Area (the "**Taxing Entity's Share**") for fifteen (15) years, starting no later than Q1 2029, inclusive not to exceed three million, one hundred forty three thousand, six hundred and eighty six dollars (\$3,143,686.00). The Taxing Entity's Share shall be used for the purposes set forth in UCA §17C-5-202(1) as reflected herein and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using the actual local option sale and use tax received by taxing entity from the project area. Per UCA §17C-5-307(2) if the project area generates more than \$100,000 of annual funds to be distributed to the agency, the agency will remit the additional 10% of the annual tax increment for housing allocation to the developer per the development agreement for low to moderate income housing.

b. Notwithstanding the foregoing, if the Agency receives in less than fifteen (15) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project, including but not limited to debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to (a) the cost of infrastructure and (b) the grading, the Agency will either (i) cease collecting the Taxing Entity's Share under this Agreement, or (ii) renegotiate this Agreement with the Taxing Entity to provide for the payment of the Taxing Entity's Share for the remainder of all or a portion of the originally contemplated 15-year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project costs will not extend over a period longer than fifteen (15) years.

2. Authorized Uses of Tax Increment. The Parties agree that the Agency may apply the Taxing Entity's Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act..

3. 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.

4. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant 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 and facts, information, and representations, after having completed its own due diligence and investigation.

5. **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 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;

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-5-204(2) of the Act and shall continue through the date on which all of the Taxing Entity's Share 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. hereof.

f. Following the execution of this Agreement by both Parties, each Party shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205(2) of the Act.

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 both 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 a 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 of the Essence.** Time shall be of the essence of this Agreement.

13. **Incorporation of Recitals.** The recitals set forth above, “A” through “H,” are hereby incorporated by reference as part of this Agreement.

14. **Time of the Essence.** Time shall be of the essence of this Agreement.

15. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

ENTERED into as of the day and year first written above.

LEHI CITY REDEVELOPMENT AGENCY

By: _____
Name: Mark Johnson
Title: Chair, Redevelopment Agency

ATTEST:

By: _____
Name: Jason Walker
Title: Redevelopment Agency Administrator

Attorney Review for the Agency:

The undersigned, as counsel for the Lehi City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for the Lehi City Redevelopment
Agency

[Signatures continue on next page.]

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

LEHI CITY

By: _____
Name: Mark Johnson
Title: Mayor

ATTEST:

Name: Teisha Wilson
Title: City Recorder

Attorney Review for the Taxing Entity:

The undersigned, as counsel for Lehi City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Lehi City

EXHIBIT A
Skye View Community Reinvestment Area Plan

Redevelopment Agency of Lehi Agenda Item Report

Meeting Date: August 26, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #R2025-13 approving a Development Agreement between the Lehi Redevelopment Agency and Gardner-Plumb and Equestrian Partners.

Suggested Action:

Attachments:

[R2025-13 RDA Resolution adopting Development Agreement Aug 26 2025 Skye View.docx](#)

[Development Agreement-Skyview Final.docx](#)

**LEHI REDEVELOPMENT AGENCY
RESOLUTION NO. #R2025-13**

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN LEHI
REDEVELOPMENT AGENCY (THE AGENCY), AND GARDNER-PLUMB, L.C., A
UTAH LIMITED LIABILITY COMPANY, AND EQUESTRIAN PARTNERS, LLC, A
UTAH LIMITED LIABILITY COMPANY, AS TENANTS IN COMMON (THE
DEVELOPER).**

WHEREAS, Developer recently acquired fee title to approximately 29.05 acres of real property (the “Site”) located within Lehi City limits.

WHEREAS, Developer is developing the site with retail.

WHEREAS, The Agency desires to encourage and support the development of the Site.

WHEREAS, Subject to and as provided by this Agreement, the parties contemplate that (i) Developer and Tenant plans to develop the Site as a grocery anchored retail center with a small grocery tenant, lifestyle fitness center and with approximately ten (10) retail buildings (the “Project”) as further defined herein, and (ii) the Agency will provide financial support towards the costs incurred by Developer to construct the Project and develop the Site.

WHEREAS, This Agreement and Developer’s development of the Project are in the vital and best interest of the Agency, and the health, safety, morals and welfare of Lehi City residents, and in accord with the goals, objectives and public purposes of the Agency and the provisions of applicable state and local laws and requirements affecting the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LEHI CITY REDEVELOPMENT AGENCY that the attached Development Agreement is approved and the Chairman is authorized to execute the agreement.

PASSED AND ADOPTED BY THE BOARD OF THE LEHI CITY REDEVELOPMENT AGENCY ON THIS 26th DAY OF AUGUST 2025.

Mark Johnson, Chairman

Attest:

Jason Walker, Executive Director

EXHIBIT A
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “**Agreement**”) dated as of the ____ day of _____, 2025 (the “**Effective Date**”), and is made by and between **LEHI REDEVELOPMENT AGENCY**, a Utah municipal corporation (the “Agency”), and **GARDNER-PLUMB, L.C.**, a Utah limited liability company, and **EQUESTRIAN PARTNERS, LLC**, a Utah limited liability company, as tenants in common (collectively, “Developer”).

RECITALS

The following recitals are a substantive part of this Agreement:

A. Developer owns fee title to approximately 29.05 acres of real property (the “Site”) located within Lehi City limits and more particularly described on Attachment 1, which is attached hereto and incorporated herein by this reference.

C. The Agency desires to encourage and support the development of the Site.

D. Subject to and as provided by this Agreement, the parties contemplate that (i) Developer plans to develop the Site as a grocery anchored retail center with a small grocery tenant, lifestyle fitness center and with approximately ten (10) retail buildings (the “Project”) as further defined herein, and (ii) the Agency will, upon completion of the Project, provide financial support towards the costs incurred by Developer to construct the Project and develop the Site.

D. This Agreement and Developer’s planned development of the Project are in the vital and best interest of the Agency, and the health, safety, morals and welfare of Lehi City residents, and in accord with the goals, objectives and public purposes of the Agency and the provisions of applicable state and local laws and requirements affecting the Agency.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the Agency and Developer agree as follows:

1. RECITALS INCORPORATED.

The recitals are hereby incorporated by reference into this Agreement and are a material part of this Agreement.

2. DEVELOPMENT OF THE SITE

2.1 Description of the Project. The Project shall consist of a grocery anchored retail center with a small grocery tenant, lifestyle fitness center and with approximately ten 10 retail buildings. The construction of the Project shall be in material compliance with (i) the terms and conditions of this Agreement, and (ii) all plans and permits approved by Lehi City or its designee with respect to the Project.

2.2 Project Approval. As a condition precedent to the development of the Project under this Agreement, Developer or the applicable owner or user of the applicable portion of the Site shall obtain from Lehi City all permits and approvals necessary for the Project as required in this Agreement, by applicable State law, by City code, and all other applicable laws (collectively, the “Project Approvals”). The City and its staff shall use reasonable efforts to assist Developer in coordinating the expeditious processing and consideration of all Project Approvals.

2.3 Entitlement Process; Processing. Developer acknowledges that the requirements set forth in this Article 2, including, without limitation, the construction and substantial completion of the Project, are material considerations for the Agency’s agreement to make the payments set forth in Article 3 below, and that but for such requirements, the Agency would not have agreed to make said payments pursuant to the terms of this Agreement. Further, Developer understands that the Agency shall conduct its typical governmental functions and exercise of its police powers in its capacity as the governmental agency with the jurisdiction and responsibility for land use.

2.4 Cost of Construction. All of the cost of planning, designing, developing and constructing the Project, including site preparation and grading shall be borne by Developer or the applicable owner or user of the Site.

2.5 Intentionally Deleted.

3. PARTICIPATION IN SITE TAXES

3.1 Share of Site Taxes. As consideration and incentive for the development of the Site and construction the Project, the Agency hereby agrees that Agency shall make each “TIF Payment” (as defined below) within sixty (60) days after the end of each “Operating Year” (as defined below). “Operating Year” shall mean each of the fifteen (15) fiscal year periods commencing upon the date that is designated by Developer in a written notice to Agency as the commencement date for the first Operating Year, which notice shall be provided not less than thirty (30) days prior to the first Operating Year designated by Developer. The “TIF Payment” shall mean an amount that is equal to a percentage of the “Site Taxes” (as that term is defined below) generated on the Site during each applicable Operating Year, as follows: during the Operating Years one (1) through fifteen (15), the Agency will pay Developer an amount equal to fifty five percent (55%) of the “Site Taxes”; The total cumulative payments from Agency to Developer shall not exceed Three Million, One Hundred Forty Three Thousand, Six Hundred and Eighty Six dollars (\$3,143,686). Developer shall be deemed to have satisfied the requirements of Article 2 upon Developer’s (or the applicable owner or user’s) substantial completion of the improvements for the grocery use and lifetime fitness center and the issuance of a certificate of occupancy or equivalent authorizing the legal use and occupancy of such improvements that have been substantially completed. Agency acknowledges and agrees that this Agreement shall not create any obligation on the part of Developer to commence the construction of or substantially complete the Project. If Developer or the applicable owner or user of the Site has not commenced construction of any portion of the Project within five (5) years of the full execution of this Agreement, this Agreement shall be void and of no further force and effect.

3.2 As used herein the term “Site Taxes” means the amount equal to Lehi City’s Local Option Point of Sale sales and use taxes that are generated from sales occurring on or from the Site on which Local Option Point of Sale sales and use taxes are imposed pursuant to applicable Utah law in each Operating Year, and which are actually received by the Agency from Lehi City, the State of Utah or any of its agencies less a 10% Low to Moderate Income Fee which is required by state code that shall be retained by the Agency. The 10% LMI fee can be utilized for Low to Moderate Income Housing within the CRA area or overall site development, otherwise the funds will be retained by the Agency. The 10% LMI fee is 10% of any incentive funds generated over \$100,000 in a given year. This precludes any requirement to build LMI housing as part of the development. Site Taxes shall be deemed to have been paid by Lehi City, the State of Utah or its agencies to the Agency even if any such amounts are used to offset the payment of any such Site Taxes against any other obligation of the Agency to Lehi City, the State of Utah or its agencies. Site Taxes shall not include any amounts paid to the Agency derived from any sales tax overrides or special tax amounts received by the Agency, nor shall Site Taxes include charges imposed by Lehi City, the State of Utah or its agencies that reduce the actual amounts of sales and use taxes received by the Agency.

3.3 The Agency’s obligation under this Article 3 is expressly conditioned upon (A) Developer executing a lease, ground lease, or property sale with a larger than 10,000 square-foot premium grocery store, which, in the case of a lease or ground lease, shall have a term of at least 10 years, and (B) Developer executing a lease, ground lease, or property sale with a premium lifestyle fitness center, which, in the case of a lease or ground lease, shall have a term of at least 10 years,.

4. DEFAULTS AND REMEDIES

4.1 Default. The failure by any party to perform any action or adhere to any covenant or representation or warranty required by this Agreement within the time periods provided herein following notice and an opportunity to cure as described in this Section 4.1, constitutes a “Default” under this Agreement. The breach of any representation or warranty by a party as set forth in this Agreement also constitutes a “Default” under this Agreement following notice and an opportunity to cure as described hereafter. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default as to non-monetary Defaults if such party within thirty (30) days from receipt of such notice (or such longer period of time as may be reasonably necessary under the circumstances and due to the nature of the claimed Default, but in no event to exceed ninety (90) days) promptly, with due diligence, commences to cure, correct or remedy such failure or delay and thereafter completes such cure, correction or remedy with due diligence. As to monetary Defaults, a cure period of ten (10) days upon written notice shall apply.

4.2 Institution of Legal Actions; Remedies. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, or to obtain any other remedy consistent with the purpose of this

Agreement. Such legal actions must be instituted in the Fourth District Court of Utah County, State of Utah, or in the Federal District Court in the District of Utah.

4.3 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other party.

4.4 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

4.5 No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

4.6 Applicable Law. The internal laws of the State of Utah shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles.

5. TRANSFERS AND ASSIGNMENTS

5.1 Related Party and Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, the rights, interests, duties and obligations of Developer under this Agreement may be transferred by Developer to: (i) a “Related Person or Entity” (as defined below), (ii) after the substantial completion of the Project, in connection with the sale or other disposition of all or a portion of Developer’s interest in the Project, or (iii) upon the approval of the Agency, such approval not to be unreasonably conditioned, withheld or delayed. As used in this Agreement, a “Related Person or Entity” shall mean an entity which (1) controls, is controlled by or under common control with Developer; or (2) possesses the financial and operational capability to fulfill all of the covenants, agreements, and conditions of this Agreement and can demonstrate, based on pro formas, projections, or other documentation, that the entity expects to generate an amount of Site Taxes similar to what Developer expect to generate, regardless of whether the Related Person or Entity actually generates a similar amount. Developer shall, to the extent in Developer’s possession, provide whatever reasonable documentation is requested by Agency to satisfy the requirements of this section. The foregoing shall not be construed as any restriction on Developer’s right to transfer ownership of the Site subject to Section 5.2 below.

5.2 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall run with the Site and be binding upon Developer and the Agency and their successors and assigns. Whenever the term “Developer” or “the Agency” is used in this Agreement, such term shall include any other successors and assigns. Notwithstanding the foregoing, (i) upon any assignment that is permitted under Section 5.1, the transferor Developer

shall be fully released from any obligations and liabilities under this Agreement, provided, that the transferee Developer shall have assumed all rights, duties, and obligations of the Developer under this Agreement, and (ii) notwithstanding that this Agreement shall run with the Site, upon any transfer of the Site or any portion thereof, all rights and obligations of Developer under this Agreement, including, without limitation, the right to receive payments under Article 3, shall remain solely with Developer, unless Developer assigns its rights hereunder as permitted under Section 5.1. Notwithstanding the conveyance of any portion of the Site, Developer shall be conclusively deemed to have retained all rights and obligations under this Agreement unless a notice is recorded that such rights and obligations have been assigned and assumed by a transferee in accordance with Section 5.1.

6. INTENTIONALLY DELETED

7. GENERAL PROVISIONS

7.1 Notices. All notices under this Agreement shall be effective (i) upon personal delivery, (ii) upon delivery by reputable overnight courier that provides a receipt with the date and time of delivery, (iii) via facsimile, so long as the sender receives confirmation of successful transmission from the sending machine, or (iv) two (2) business days after deposit in the United States mail, registered or certified, postage fully prepaid, and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

To the Agency:

Lehi Agency
153 North 100 East
Lehi, UT 84043
Phone No.: 385-201-1000
Facsimile No.: 385-201-1278
Attention: Redevelopment Administrator

With a copy to:

Phone No.: _____
Facsimile No.: _____
Attention: _____

To Developer:

Gardner-Plumb, L.C.
Equestrian Partners, LLC
201 South Main Street, Suite 2000
Salt Lake City, Utah 84111
Attention: Christian Gardner

7.2 Relationship Between the Agency and Developer. It is hereby acknowledged that the relationship between the Agency and Developer is not that of a partnership or joint venture and that the Agency and Developer shall not be deemed or construed for any purpose to be the agent of the other.

7.3 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

7.4 Integration. This Agreement, including the Attachments hereto, contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

7.5 Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled to its reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

7.6 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to any section numbers are to sections in this Agreement, unless expressly stated otherwise.

7.7 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

7.8 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

7.9 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law and consistent with the mutual intent of the parties as expressed herein.

7.10 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term “holiday” shall mean all holidays as specified in the Utah Code.

7.11 Legal Advice. Each party represents and warrants to the other the following: it has carefully read this Agreement, and in signing this Agreement, it does so with full knowledge of any right which it may have; it has received independent legal advice from its legal counsel as to the matters set forth in this Agreement, or has knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, it has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or its agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

7.12 Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and Developer of each and every obligation and condition of this Agreement.

7.13 Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

7.14 Authority. The person(s) executing this Agreement on behalf of each party represent and warrant that (i) such party is duly organized and existing, (ii) such party is duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

7.15 Term. Unless otherwise terminated in accordance with the terms of this Agreement, the term of this Agreement shall commence on the Effective Date and shall terminate on the date that the final payment by Agency has been made pursuant to the terms of Article 3 above.

[Remainder of Page Left Blank - Signatures on Following Page]

IN WITNESS WHEREOF, the Agency and Developer each hereby represents that it has read this Agreement, understands it, and hereby executes this Agreement to be effective as of the day and year first written above.

“Developer”

GARDNER-PLUMB, L.C., a Utah limited liability company

By: _____

Print Name: _____

Its: Manager

EQUESTRIAN PARTNERS, LLC, a Utah limited liability company

Date: _____, 2025

By: _____

Print Name: _____

Its: Manager

“Agency”

LEHI AGENCY, a Utah municipal corporation

By: _____

Print Name: _____

Date: _____, 2025

Its: _____

ATTACHMENT “1”

LEGAL DESCRIPTION OF SITE

Redevelopment Agency of Lehi Agenda Item Report

Meeting Date: August 26, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #R2025-14 approving an Amendment to the Morning Vista Development Agreement.

Suggested Action:

Attachments:

[R2025-14 RDA Centercal Development Agreement.docx](#)

[Development Agreement-Morning Vista Centercal \(clean\).docx](#)

**LEHI REDEVELOPMENT AGENCY
RESOLUTION NO. #R2025-14**

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN LEHI
REDEVELOPMENT AGENCY (THE AGENCY), TRAVERSE RETAIL OWNER LLC
(THE DEVELOPER).**

WHEREAS, on March 18, 2025, Agency approved a development agreement with Developer for the Site (“Development Agreement”);

WHEREAS, subsequent to the Agency’s approval but prior to Developer executing the approved agreement, Developer requested amendments to the Development Agreement which amendments are now incorporated into the Development Agreement attached as Exhibit “A” to this resolution;

WHEREAS, the Agency continues to support the development of the Site;

WHEREAS, this Agreement and Developer’s development of the Project are in the vital and best interest of the Agency, and the health, safety, morals and welfare of Lehi City residents, and in accord with the goals, objectives and public purposes of the Agency and the provisions of applicable state and local laws and requirements affecting the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LEHI CITY REDEVELOPMENT AGENCY that the attached Development Agreement is approved and the Chairman is authorized to execute the agreement.

APPROVED AND ADOPTED BY THE BOARD OF THE LEHI CITY REDEVELOPMENT AGENCY ON THIS 26th DAY OF AUGUST 2025.

Mark Johnson, Chairman

Attest:

Jason Walker, Executive Director

EXHIBIT A

DEVELOPMENT AGREEMENT

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “**Agreement**”) dated as of the ____ day of _____, 2025 (the “**Effective Date**”), and is made by and between the **REDEVELOPMENT AGENCY OF LEHI CITY**, a Utah community reinvestment agency (the “**Agency**”), and **TRAVERSE RETAIL OWNER, LLC**, a Delaware limited liability company (“**Developer**”).

RECITALS

The following recitals are a substantive part of this Agreement:

A. Developer has a right to acquire fee title to approximately [REDACTED] acres of real property (the “**Site**”) located within Lehi City limits and more particularly described on Attachment 1, which is attached hereto and incorporated herein by this reference. The Site is a portion of the land within the Morning Vista Community Reinvestment Project Area as created by the Agency on March 18, 2025 (the “**Project Area**”).

B. The Agency desires to encourage and support the development of the Site.

C. Subject to and as provided by this Agreement, the parties contemplate that (i) Developer plans to develop the Site as a grocery anchored retail center with approximately six (6) out parcels (the “**Project**”) as further defined herein, and (ii) the Agency will, upon completion of the Project, provide financial support towards the costs incurred by Developer to construct public infrastructure and/or structured parking facilities as part of the Project.

D. This Agreement and Developer’s planned development of the Project are in the vital and best interest of the Agency, and the health, safety, morals and welfare of Lehi City residents, and in accord with the goals, objectives and public purposes of the Agency and the provisions of applicable state and local laws and requirements affecting the Agency.

E. The Agency and Developer now desire to amend and restate the Development Agreement as approved by the Agency on March 18, 2025, and this Agreement amends, supersedes, and replaces the original Development Agreement in its entirety.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the Agency and Developer agree as follows:

1. RECITALS INCORPORATED.

The recitals are hereby incorporated by reference into this Agreement and are a material part of this Agreement.

2. DEVELOPMENT OF THE SITE

2.1 Description of the Project. The Project shall consist of a grocery anchored retail center with approximately 6 out parcels. The construction of the Project shall be in material

compliance with (i) the terms and conditions of this Agreement, and (ii) all plans and permits approved by Lehi City or its designee with respect to the Project.

2.2 Project Approval. As a condition precedent to the development of the Project under this Agreement, Developer shall obtain from Lehi City all permits and approvals necessary for the Project as required in this Agreement, by applicable State law, by City code, and all other applicable laws (collectively, the “Project Approvals”). The Agency and its staff shall use reasonable efforts to assist Developer in coordinating the expeditious processing and consideration of all Project Approvals.

2.3 Entitlement Process; Processing. Developer acknowledges that the requirements set forth in this Article 2, including, without limitation, the construction and substantial completion (which includes a certificate of occupancy) of the Project, are material considerations for the Agency’s agreement to make the payments set forth in Article 3 below, and that but for such requirements, the Agency would not have agreed to make said payments pursuant to the terms of this Agreement. Further, Developer understands that the City shall conduct its typical governmental functions and exercise of its police powers in its capacity as the governmental agency with the jurisdiction and responsibility for land use and building permit approvals.

2.4 Cost of Construction. All of the cost of planning, designing, developing and constructing the Project and the Site, including site preparation and grading, shall be borne solely by Developer.

2.5 Rights of Access. For purposes of assuring compliance with this Agreement, representatives of Lehi City shall have the right of access to the Site at normal construction hours during the period of construction and upon reasonable prior notice to Developer including but not limited to, the inspection of the work being performed in the construction of the Project. The Agency shall indemnify, defend and hold Developer harmless from any loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys’ fees) of any kind or character to any person or property (collectively, “Claims”) arising from or related to the Agency’s inspection of the Project as permitted by this Section 2.5. Notwithstanding the prior sentence, the Agency shall not be liable for such Claims to the extent and in the proportion that the same is ultimately determined to be attributable to the negligence or misconduct of Developer or its agents, representatives, employees, owners, managers or consultants. This Section 2.5 does not apply to, limit or otherwise restrict or impose conditions on any inspection or entry right Lehi City has pursuant to State law or the Lehi Agency Code.

2.6 Grading and Site Work. Grading and Site work for the Site shall be performed in accordance with permits and approvals granted by Lehi City. To the extent such an approach is compatible with Lehi City development requirements, the Site work and grading for the Project on the Site may proceed independently of other development outside of the Site but within the Project Area.

3. REIMBURSEMENT OF CERTAIN COSTS.

3.1 Cost Reimbursement. To encourage and promote project area development within the Project Area, including development of the Site and construction the Project, the Agency hereby agrees to reimburse certain costs as set forth in this Section 3.

3.2 “Reimbursement Payment” shall mean such payments from the Agency to Developer, as requested from time to time by Developer, made to offset the Reimbursable Costs (as defined below). Each Reimbursement Payment, and the cumulative Reimbursement Payments, are limited to the amount of Site Taxes (as defined below) actually received by the Agency and by the amount of Reimbursable Costs actually incurred by Developer within the Project Area.

3.3 Developer may, from time to time, submit to the Agency a written request for a Reimbursement Payment from the Agency. Along with such request, Developer shall provide to the Agency a written statement of Reimbursable Costs, broken down into categories, prior to the Agency making any Reimbursement Payments. Upon request, Developer shall provide to the Agency such supporting documentation that is reasonably necessary for the Agency to verify actual Reimbursable Costs incurred by Developer. To the extent that funds are available to make the requested Reimbursement Payment, and subject to the terms and conditions of this Agreement, the Agency shall make such Reimbursement Payment within sixty (60) days of receiving the request from Developer. If the total amount of Reimbursement Payments requested by Developer exceeds the funds available to pay the Reimbursable Costs, the Agency shall make additional Reimbursement Payments as the Agency receives funds to make such payments.

3.4 The total cumulative Reimbursement Payments from Agency to Developer shall not exceed Seven million, nine hundred twenty-seven thousand, six hundred seventy-two dollars. (\$7,927,672). Developer understands that Reimbursable Payments shall only be made for expenditures by Developer in the categories described in Utah Code § 11-41-103(3) that have been incurred as of the end of the particular Operating Year (“Reimbursable Costs”). “Operating Year” shall mean each of the fifteen (15) fiscal year periods commencing upon the date that is designated by Developer in a written notice to Agency as the commencement date for the first Operating Year, which notice shall be provided not less than thirty (30) days prior thereto. The parties understand and agree that Agency’s obligations to make the Reimbursement Payments under this Agreement shall apply to each of the fifteen (15) Operating Years. Notwithstanding anything in this Agreement to the contrary, no Operating Year shall extend beyond December 31, 2043.

3.5 Notwithstanding any other provisions in this Agreement to the contrary:

3.5.1 the total amount paid to the Developer shall not exceed eighty-seven percent (87%) of the funds (as described in Section 3.6 below) received by the Agency pursuant to that certain interlocal agreement between the Agency and the City for the Project Area, dated as of March 18, 2025 (the “Interlocal Agreement”).

3.5.2 Developer shall have satisfied the requirements of Article 2 upon the substantial completion (including a certificate of occupancy) of the Project (excepting the out parcels) and the issuance of a temporary certificate of occupancy or equivalent

authorizing the legal use and occupancy of the portion of the Project improvements that have been substantially completed (including a certificate of occupancy). Agency acknowledges and agrees that this Agreement shall not create any obligation on the part of Developer to commence the construction of or substantially complete the Project. If Developer has not commenced vertical construction (meaning the commencement of the construction of any foundations or footings) of the Project within five (5) years of the execution of this Agreement, this Agreement shall be void and of no further force and effect.

3.6 As used herein the term “Site Taxes” means the amount equal to Lehi City’s Local Option Point of Sale sales and use taxes that are generated from sales occurring on or from the Site on which Local Option Point of Sale sales and use taxes are imposed pursuant to applicable Utah law in each Operating Year, and which are actually received by the Agency from Lehi City, the State of Utah or any of its agencies pursuant to the Interlocal Agreement, less (i) a three percent (3%) administrative fee that shall be retained by the Agency and (ii) a ten percent (10%) housing allocation as required by Utah Code § 17C-5-307. Site Taxes shall be deemed to have been paid by Lehi City, the State of Utah or its agencies to the Agency even if any such amounts are used to offset the payment of any such Site Taxes against any other obligation of the Agency to Lehi City, the State of Utah or its agencies. Site Taxes shall not include any amounts paid to the Agency derived from any sales tax overrides or special tax amounts received by the Agency, nor shall Site Taxes include charges imposed by Lehi City, the State of Utah or its agencies that reduce the actual amounts of sales and use taxes received by the Agency.

3.7 The Agency’s obligation to make Reimbursement Payments under this Section 3 is expressly conditioned upon (A) Developer executing a lease with a premium grocery store with a term of at least 15 years, and (B) Developer executing two or more leases for at least 6,000 square feet of leasable floor area with tenant(s) operating sit-down, full-service restaurants.

3.8 The Parties agree and acknowledge that the funds generated by taxable sales occurring within the Project Area and received by the Agency pursuant to the Interlocal Agreement may be less than the total amount of Reimbursable Costs incurred by Developer and the Agency makes no representation or warranty as to the total amount of funds available to make the contemplated Reimbursement Payments.

4. DEFAULTS AND REMEDIES.

4.1 Default. The failure by any party to perform any action or adhere to any covenant or representation or warranty required by this Agreement within the time periods provided herein following notice and an opportunity to cure as described in this Section 4.1, constitutes a “Default” under this Agreement. The breach or falsity of any representation or warranty by a party as set forth in this Agreement also constitutes a “Default” under this Agreement following notice and an opportunity to cure as described hereafter. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default as to non-monetary Defaults if such party within thirty (30) days from receipt of such notice (or such longer period of time as may be reasonably necessary

under the circumstances and due to the nature of the claimed Default, but in no event to exceed ninety (90) days) promptly, with due diligence, commences to cure, correct or remedy such failure or delay and thereafter completes such cure, correction or remedy with due diligence. As to monetary Defaults, a cure period of ten (10) days upon written notice shall apply.

4.2 Institution of Legal Actions; Remedies. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court of Utah County, State of Utah, or in the Federal District Court in the District of Utah.

4.3 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other party.

4.4 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

4.5 No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

4.6 Applicable Law. The internal laws of the State of Utah shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles.

5. TRANSFERS AND ASSIGNMENTS.

5.1 Related Party and Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, the rights, interests, duties and obligations of Developer under this Agreement may be transferred by Developer to: (i) a “Related Person or Entity” (as defined below), (ii) after the substantial completion of the Project, in connection with the sale or other disposition of all or a portion of Developer’s interest in the Project, or (iii) upon the approval of the Agency, such approval not to be unreasonably conditioned, withheld or delayed. In the event of any transfer of the Site by Developer, Developer shall give written notice to the Agency of such transfer. As used in this Agreement, a “Related Person or Entity” shall mean an entity which (1) any entity that controls, is controlled by or under common control with Developer; and (2) possesses the financial and operational capability to fulfill all of the covenants, agreements, and conditions of this Agreement and can demonstrate, based on pro formas, projections, or other documentation, that the entity expects to generate an amount of Site Taxes similar to what Developer expect to

generate, regardless of whether the Related Person or Entity actually generates a similar amount. Developer shall provide whatever reasonable documentation is requested by Agency to satisfy the requirements of this section.

5.2 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall run with the Site and be binding upon Developer and the Agency and their successors and assigns. Whenever the term “Developer” or “the Agency” is used in this Agreement, such term shall include any other successors and assigns.

6. INDEMNIFICATION OF THE AGENCY

Developer shall indemnify, defend, and hold harmless the Agency from and against any and all claims, liabilities, damages, and losses, including without limitation reasonable attorneys’ fees and litigation expenses, including court costs and expert witness fees (collectively, “Claims”), due to the death or personal injury of any person, or physical damage to any person’s real or personal property, caused by the construction of improvements by, or construction-related activities of, Developer on the Site, or for any construction defects in any improvements constructed by Developer on the Site, or the approval or operation of the Project on the Site; provided, however, that the foregoing indemnification shall not apply to the extent such Claims are caused by the negligence or willful misconduct of the Agency, or its employees, agents, representatives or contractors, it being understood however that nothing this indemnity is intended to act to diminish any immunities which may apply to the Agency with respect to such Claims. The foregoing indemnification provision shall survive the termination of this Agreement.

7. GENERAL PROVISIONS

7.1 Notices. All notices under this Agreement shall be effective (i) upon personal delivery, (ii) upon delivery by reputable overnight courier that provides a receipt with the date and time of delivery, (iii) via facsimile, so long as the sender receives confirmation of successful transmission from the sending machine, or (iv) two (2) business days after deposit in the United States mail, registered or certified, postage fully prepaid, and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

To the Agency:	Redevelopment Agency of Lehi City 153 North 100 East Lehi, UT 84043 Phone No.: 385-201-1000 Facsimile No.: 385-201-1278 Attention: Redevelopment Administrator
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With a copy to:

Phone No.: _____
Facsimile No.: _____
Attention: _____

To Developer:

Traverse Retail Owner, LLC
c/o CenterCal Properties, LLC
3200 Park Center Drive, Suite 1250
Costa Mesa, California 92626
Phone No.: (310) 563-6900
Attention: Jean Paul Wardy, CEO

With a copy to:

Traverse Retail Owner, LLC
c/o CenterCal Properties, LLC
3200 Park Center Drive, Suite 1250
Costa Mesa, California 92626
Phone No.: (310) 563-6900
Attention: Jean Paul Wardy, CEO

With a copy to:

Perry Traverse Retail, LLC
17 Winchester Street, Suite 102
Murray, Utah 84107
Attn: Matt Swain
Phone No.: [_____]

7.2 Relationship Between the Agency and Developer. It is hereby acknowledged that the relationship between the Agency and Developer is not that of a partnership or joint venture and that the Agency and Developer shall not be deemed or construed for any purpose to be the agent of the other.

7.3 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

7.4 Integration. This Agreement, including the Attachments hereto, contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based

solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

7.5 Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled to its reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

7.6 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to any section numbers are to sections in this Agreement, unless expressly stated otherwise.

7.7 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

7.8 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

7.9 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law and consistent with the mutual intent of the parties as expressed herein.

7.10 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in the Utah Code.

7.11 Legal Advice. Each party represents and warrants to the other the following: it has carefully read this Agreement, and in signing this Agreement, it does so with full knowledge of any right which it may have; it has received independent legal advice from its legal counsel as to the matters set forth in this Agreement, or has knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, it has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or its agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

7.12 Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and Developer of each and every obligation and condition of this Agreement.

7.13 Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

7.14 Authority. The person(s) executing this Agreement on behalf of each party represent and warrant that (i) such party is duly organized and existing, (ii) he is duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

7.15 Term. Unless otherwise terminated in accordance with the terms of this Agreement, the term of this Agreement shall commence on the Effective Date and shall terminate on the date that the final payment by Agency has been made pursuant to the terms of Section 3 above.

[Remainder of Page Left Blank - Signatures on Following Page]

IN WITNESS WHEREOF, the Agency and Developer each hereby represents that it has read this Agreement, understands it, and hereby executes this Agreement to be effective as of the day and year first written above.

“Developer”

TRAVERSE RETAIL OWNER, LLC,
a Delaware limited liability company

By: Traverse Retail CenterCal Member, LLC,
a Delaware limited liability company,
its manager

By: Traverse Retail Manager, LLC,
a Delaware limited liability company,
its sole member

By: _____

Print Name: Jean Paul Wardy,

Its: Authorized Signatory

Date: _____, 2025

“Agency”

**REDEVELOPMENT AGENCY OF LEHI
CITY,** a Utah community reinvestment agency

By: _____

Print Name: Mark Johnson

Its: Chair

Date: _____, 2025

ATTEST:

Jason Walker, Executive Director

ATTACHMENT “1”

LEGAL DESCRIPTION OF SITE

Redevelopment Agency of Lehi Agenda Item Report

Meeting Date: August 26, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution R#2025-15 Dissolving the Thanksgiving Park Economic Development Project Area.

Suggested Action:

Attachments:

[R2025-15 Thanksgiving Point EDA Dissolution \(final\).docx](#)

**LEHI REDEVELOPMENT AGENCY
RESOLUTION NO. #R2025-15**

**A RESOLUTION DISSOLVING THE
THANKSGIVING PARK ECONOMIC DEVELOPMENT PROJECT AREA**

WHEREAS, on August 25, 2009, the Lehi Redevelopment Agency (the “Agency”) adopted the Thanksgiving Park Economic Development Project Area, a metes and bounds description and map of which are set forth as “Exhibit A” attached hereto and hereby incorporated herein by this reference (the “Project Area”); and,

WHEREAS, on December 10, 2010 The Agency entered into an agreement for development of land (“ADL”) with Thanksgiving Holdings LLC, (“Developer”) wherein the Agency provided tax increment (the "Tax Increment"), consistent with the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Utah Code Title 17C, Chapter 3, to Developer and in exchange Developer agreed to build Thanksgiving Park One consisting of at least one mid-rise Class A Office Building; and,

WHEREAS, the Tax Increment for the Project Area terminated on December 31, 2024, and the Agency fully expended its Thanksgiving Point EDA Fund on December 31, 2024; and,

WHEREAS, the purposes of the Project Area and all obligations of the ADL have been satisfied: and,

WHEREAS, in accordance with Utah Code §1 7C-I-702, a Project Area is dissolved by the adoption of a resolution of the Agency and an ordinance by the City legislative body; and,

WHEREAS, it is in the best interests of the Agency to formally dissolve the Project Area;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LEHI CITY
REDEVELOPMENT AGENCY AS FOLLOWS:**

1. That the Agency finds that the purposes of the Project Area and all obligations of the ADL have been satisfied.
2. That the Agency hereby dissolves the Thanksgiving Park Economic Development Project Area.
3. This resolution shall take effect immediately.

**APPROVED AND ADOPTED BY THE BOARD OF THE LEHI CITY REDEVELOPMENT
AGENCY ON THIS 26th DAY OF AUGUST 2025.**

**_____
Mark Johnson, Chairman**

Attest:

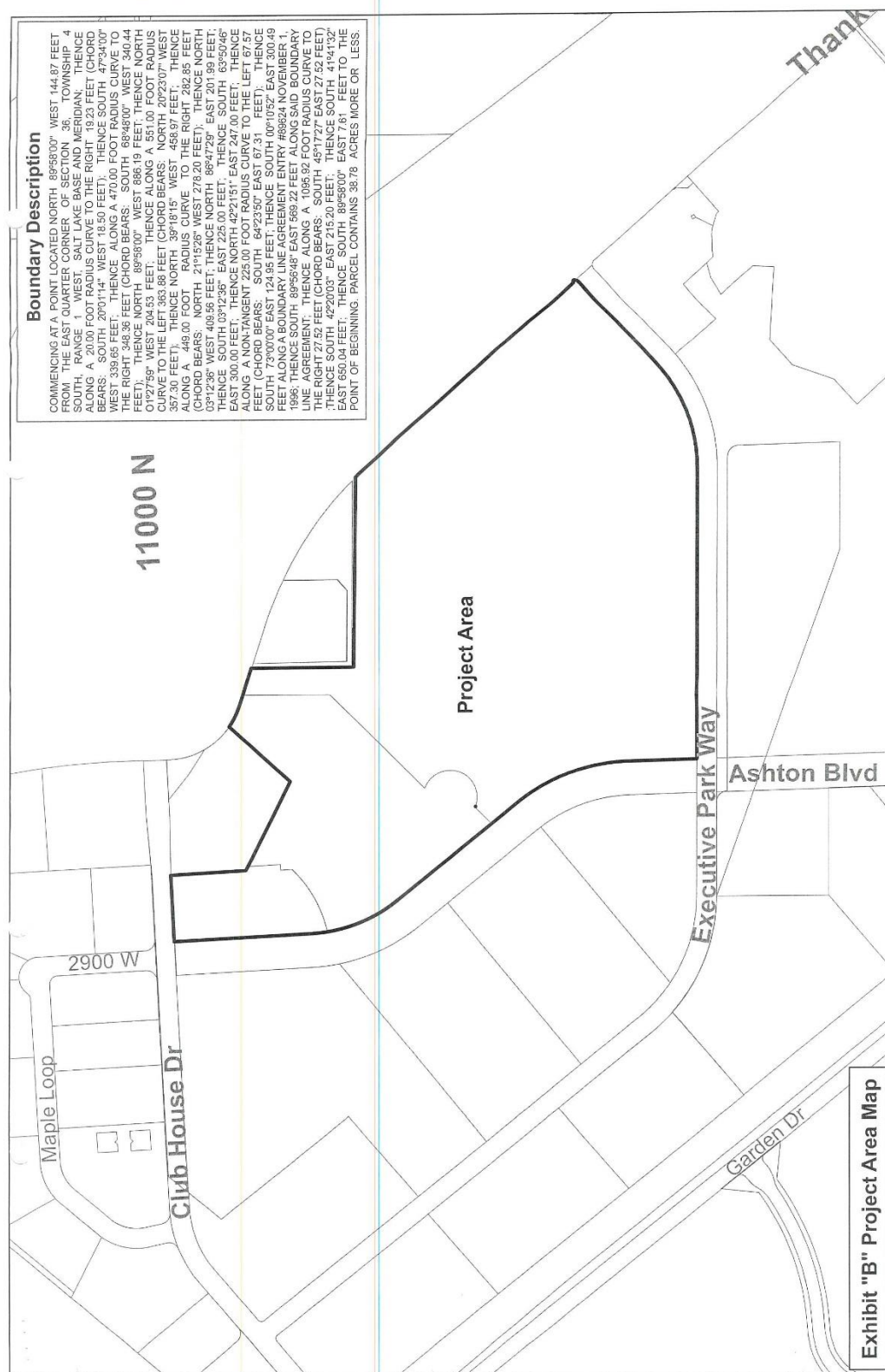
**_____
Jason Walker, Executive Director**

EXHIBIT "A"

Boundary Description

COMMENCING AT A POINT LOCATED NORTH 89°58'00" WEST 144.87 FEET FROM THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT 19.23 FEET (CHORD BEARS: SOUTH 20°01'14" WEST 18.50 FEET); THENCE SOUTH 47°34'00" WEST 339.65 FEET; THENCE ALONG A 470.00 FOOT RADIUS CURVE TO THE RIGHT 348.36 FEET (CHORD BEARS: SOUTH 68°48'00" WEST 340.44 FEET); THENCE NORTH 89°58'00" WEST 886.19 FEET; THENCE NORTH 01°27'59" WEST 204.53 FEET; THENCE ALONG A 551.00 FOOT RADIUS CURVE TO THE LEFT 363.88 FEET (CHORD BEARS: NORTH 20°23'07" WEST 357.30 FEET); THENCE NORTH 39°18'15" WEST 458.97 FEET; THENCE ALONG A 449.00 FOOT RADIUS CURVE TO THE RIGHT 282.85 FEET (CHORD BEARS: NORTH 21°15'26" WEST 278.20 FEET); THENCE NORTH 03°12'36" WEST 409.56 FEET; THENCE NORTH 86°47'29" EAST 201.99 FEET; THENCE SOUTH 03°12'36" EAST 225.00 FEET; THENCE SOUTH 63°50'46" EAST 300.00 FEET; THENCE NORTH 42°21'51" EAST 247.00 FEET; THENCE ALONG A NON-TANGENT 225.00 FOOT RADIUS CURVE TO THE LEFT 67.57 FEET (CHORD BEARS: SOUTH 64°23'50" EAST 67.31 FEET); THENCE SOUTH 73°00'00" EAST 124.95 FEET; THENCE SOUTH 00°10'52" EAST 300.49 FEET ALONG A BOUNDARY LINE AGREEMENT ENTRY #89624 NOVEMBER 1, 1996; THENCE SOUTH 89°56'48" EAST 569.22 FEET ALONG SAID BOUNDARY LINE AGREEMENT; THENCE ALONG A 1095.92 FOOT RADIUS CURVE TO THE RIGHT 27.52 FEET (CHORD BEARS: SOUTH 45°17'27" EAST 27.52 FEET); THENCE SOUTH 42°20'03" EAST 215.20 FEET; THENCE SOUTH 41°41'32" EAST 650.04 FEET; THENCE SOUTH 89°58'00" EAST 7.61 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 38.78 ACRES MORE OR LESS.

EXHIBIT “A” Continued



Redevelopment Agency of Lehi Agenda Item Report

Meeting Date: August 26, 2025

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #R2025-16 Dissolving the SR-92 Digital Drive Community Reinvestment Project Area.

Suggested Action:

Attachments:

[Resolution-SR 92 Digital Drive CRA Dissolution \(final\).docx](#)

**LEHI REDEVELOPMENT AGENCY
RESOLUTION NO. #R2025-**

**A RESOLUTION DISSOLVING THE
SR-92 DIGITAL DRIVE COMMUNITY REINVESTMENT PROJECT AREA**

WHEREAS, on January 30th, 2018, the Lehi Redevelopment Agency (the “Agency”) adopted the SR-92 Digital Drive Community Reinvestment Project Area, a metes and bounds description and map of which are set forth as “Exhibit A” attached hereto and incorporated herein by this reference (the “Project Area”); and,

WHEREAS, on December 12th, 2017 The Agency entered into a Development Agreement with Garff Family Real Estate, LLC and Garff-UC, LLC (Developer) wherein the Agency provided tax increment (the "Tax Increment"), consistent with the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Utah Code Title 17C, Chapter 5, to Developer and in exchange Developer agreed to construct a new Porsche and Audi Dealership and maintain such dealership for the duration of the incentive (the "DA Agreement"); and,

WHEREAS, the Tax Increment for the Project Area terminated on December 31, 2024, and the Agency fully expended its SR-92 Digital Drive CRA Fund on December 31, 2024; and,

WHEREAS, the purposes of the Project Area and all obligations of the Development Agreement have been satisfied: and,

WHEREAS, in accordance with Utah Code §1 7C-I-702, a Project Area is dissolved by the adoption of a resolution of the Agency and an ordinance by the City legislative body; and,

WHEREAS, it is in the best interests of the Agency to formally dissolve the Project Area;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LEHI CITY
REDEVELOPMENT AGENCY AS FOLLOWS:**

1. That the Agency finds that the purposes of the Project Area and all obligations of the DA have been satisfied.
2. That the Agency hereby dissolves the SR-92 Digital Drive Community Reinvestment Project Area.
3. This resolution shall take effect immediately.

**APPROVED AND ADOPTED BY THE BOARD OF THE LEHI CITY REDEVELOPMENT
AGENCY ON THIS 26th DAY OF AUGUST 2025.**

Mark Johnson, Chairman

Attest:

Jason Walker, Executive Director

EXHIBIT "A"

COM S 1425.85 FT & E .46 FT FR NW COR. SEC. 31, T4S, R1E, SLB&M.; S 89 DEG 48' 8" E 38.44 FT; N 80 DEG 49' 45" E 79.28 FT; N 88 DEG 34' 25" E 183.95 FT; S 0 DEG 1' 7" E 434.65 FT; N 89 DEG 48' 7" W 279.97 FT; S 0 DEG 11' 53" W 28 FT; N 23 DEG 47' 24" W 50.96 FT; N 0 DEG 1' 7" W 397.96 FT TO BEG. AREA 2.952 AC.

100

