

Community Development Plan
For
The Enoch Station Community Development Project Area

Prepared For
The Enoch City Community Development & Renewal Agency

May 6, 2015

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Section 1 - Definitions

As used in this Community Development Plan:

A. "Act" shall mean the Community Development and Renewal Act, 17A, Part 4, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor law or act.

B. "Agency" shall mean the Enoch Community Development Agency as designated by the City to act as a community development and renewal agency under the Act.

C. "Base Year Value" shall mean the taxable value of the property within a project area above which the tax increment will be generated and collected, as shown upon the assessment roll last equalized before adoption of the community development plan and budget, Iron County Treasurer records indicate that the 2014 taxable value of all real property in the Project Area is \$574,860.

D. "Bond" shall mean any bonds, notes, interim certificates, debentures, or other obligations issued by the Agency.

E. "City" shall mean Enoch City, a Utah municipal corporation.

F. "Community" shall mean the City.

G. "Community Development" means development activities within a community including the encouragement, promotion, or provision for development.

H. "Community Development Plan" or "Plan" shall mean a plan as defined in Section 17C-4-103 of the Act developed by the Agency and adopted by ordinance of the governing body of the City to guide and control community development undertakings in a specific project area; also, this document, as amended from time to time.

L. "Development" or "Redevelopment" shall mean the "planning, development, re-planning, redesign, clearance, reconstruction, or rehabilitation, or any combination of these for all or part of a project area, and the provision of residential, commercial, industrial, public or other structures or spaces altering, improving, modernizing, demolishing, reconstructing, or rehabilitating, or any combination of these, existing structures in a project area; providing public or private buildings or infrastructure; providing open space, including streets, other public grounds, and space around buildings, and providing improvements of public or private recreation areas and other public grounds.

J. "Governing Body" means the Board of Directors of the Enoch City Community Development Agency.

K. "Master Plan" or "General Community Plan" shall mean the plan adopted by the City

pursuant to Section 10-9-30, et seq., Utah Code Annotated 1953, as amended.

L "Planning Commission" shall mean the city planning commission established pursuant to law or charter.

M. "Project Area" or "Community Development Project Area" shall mean the geographical area described in a Community Development Plan where the community development set forth in a project area plan takes place or is proposed to take place.

N. "Project Area Budget" shall mean a multiyear budget prepared by the Agency for the accomplishment of the Community Development Plan.

O. "Survey Area" shall mean an area of the City designated by resolution of the Agency's governing body for study to determine if a project or projects within the area are feasible.

P. "Taxes" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.

Q. "Taxing Entities" shall mean the public entities, including the state, any city, county, school district, special district, or other public corporations, which levy property taxes within the Project Area.

R. "Tax Increment Period" shall mean the time period that the Agency will collect tax increment from the project area as shown in the project area budget, and as approved by the taxing entities.

Section 2 - **Description of the Project Area Boundary**

The boundaries of the Enoch Station Community Development Project Area, hereinafter referred to as the Project Area, are described in Attachment A, and incorporated herein. The Project Area is contained within a single, privately held parcel, identified on Iron County records as parcel A-0772-0007-0000 and located at the southwest corner of the intersection of Minersville Highway and Midvalley Road.

Section 3 - **Map of Project Area**

The map of the proposed Project Area is attached hereto and incorporated herein as Attachment B.

Section 4 - **Current Conditions of the Project Area**

A. **Layout of Principal Streets**

The layout of the principal streets in the Redevelopment Project Area boundary is shown on the map of the Project Area as found in Attachment B hereto. The principal streets are the Minersville Highway, also known as SR-130, and Midvalley Road (4800 North).

B. Physical: Land Use

The Project Area is approximately 22.12 acres, consisting of one large parcel currently under private ownership. The area is undeveloped and is zoned for commercial development, which is anticipated to occur on the site, including the construction of a grocery store.

C. Building Intensities

There are currently no buildings in the Project Area; therefore, no building intensities exist within the Project Area.

D. Social Conditions

Because there are no residents located within the Project Area, no meaningful demographic or social data are applicable to describe the Project Area.

E. Economic Conditions

The current economic conditions of the Project Area are poor because the property is currently vacant. The property is currently in private ownership, and generates little revenue for the city or other taxing districts, other than a small amount of property taxes. In 2014 the parcel generated \$6,986.85 in total property taxes.

F. Physical: Historic Buildings or Places

There are no buildings or parcels within the Project Area on the National Registry of Historic Places. Neither are there any buildings or parcels on the state register, therefore avoiding the need to comply with Section 9-8- 404(1) of the Utah Code.

Section 5 - **Guiding Standards for Community development**

The following standards are proposed as the basis for the Community Development in the Project Area:

A. Statement of Community Development Objectives

1. Encourage and assist Community Development in order for public or private employers to create additional jobs within the State and the community.
2. Removal of impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels necessary for community development served by improved public utilities, infrastructure improvements and new public or private facilities.
3. The elimination of environmental deficiencies, irregular lot subdivision, improper drainage, overcrowding or underutilization of real property.
4. Achievement of an environment reflecting a concern for architectural, landscape and urban design principles developed through encouragement, guidance, appropriate controls, and financial and professional assistance to owners, participants and developers.
5. Promote and market the Project Area for community development that would be complimentary to existing businesses and industries or would enhance the

economic base of the City through diversification.

6. Provide utilities, streets, curbs, sidewalks, parking areas, landscape areas and other infrastructure improvements as appropriate and necessary, both within and without the Project Area, which are necessary for development of the Project Area.

7. Provide for the strengthening of the property, sales and income tax base and economic health of the entire community and the State of Utah.

8. Provide improved public streets and road access to and within the Project Area to facilitate better traffic and pedestrian circulation and reduce traffic hazards.

9. Insure compatible relationships among land uses and quality standards for their development, such that the Project Area functions as a unified and viable center of economic activity for the City.

B. General Design Objectives

The general design elements should be such that the overall Community Development of the Project Area will:

1. Provide an attractive urban environment;
2. Blend harmoniously with adjoining areas;
3. Comply with applicable zoning regulations;
4. Make optimum use of the topography in the project design;
5. Create a coordinated landscape design over the entire Project Area by incorporating landscaped treatment for open space, roads, and parking areas into a continuous and integrated design; and
6. Facilitate appropriate and functional public rights-of-way. All streets, sidewalks and walkways within public right of way will be designed or approved by the City and will be consistent with all design objectives.

C. Techniques to Achieve the Community Development Plan Objectives

Activities contemplated in carrying out the Community Development Plan in the area may include the acquisition, clearance and rehabilitation of properties in the Project Area.

1. Acquisition and Clearance: Parcels of real property located in the Project Area may be acquired by purchase,
2. Implementation of Community Development Projects: Community development projects may be undertaken and carried out as provided in the Act.

D. Property Acquisition, Disposition and Development

The objectives of this community development plan are to be accomplished by:

1. Acquisition of Real Property

The Agency may acquire, but is not required to acquire, real property located in the Project Area, by gift, devise, exchange, purchase, or any other lawful method. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, and rights of way. The Agency shall not acquire real property without the consent of the owner. At the present time, the Agency does not anticipate it will acquire any real property in the Project Area.

2. Acquisition of Personal Property

The Agency does not intend to acquire general personal property. However, where necessary in the execution of this plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

3. Cooperation with the Community and Public Bodies

The Community and certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, operation or implementation of this project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of community development and the highest public good.

State law forbids the Agency from acquiring real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies that own or intend to acquire property in the Project Area. The Agency shall impose on all public bodies the planning and design controls contained in the plan to insure that present uses and any future development by public bodies will conform to the requirements of this plan.

4. Property Management

During any time that the Agency owns property in the Project Area, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for community development.

5. Property Disposition and Development

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Community Development Plan. The Agency is authorized to install and construct, or to cause to be installed and constructed, public improvements, public facilities, and public utilities, within and without the Project Area, not prohibited by law which are necessary to carry out this Community Development Plan. The Agency is authorized to prepare or to cause to be prepared any real property in the Project Area as building sites. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency.

For the purposes of this plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed or trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses

permitted in the plan. The Agency may convey any real property that it owns to the City or any other public body without charge, The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention or use of property for speculative purposes and to insure that the development is carried out pursuant to this Community Development plan. All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this Community Development Plan, to begin and complete development of property within a period of time, which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this plan.

6. Development

To the maximum extent possible, the objectives of the Community Development Plan are to be accomplished through Agency encouragement, control, review of, and assistance to, private enterprise in carrying out Community Development activities. To ensure that the provisions of this Community Development Plan will be carried out, the Agency may cause all real property sold, leased or conveyed by the Agency, as well as all property subject to participation agreements, to be subject to the provisions of this Community Development Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinance, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Community Development Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or without the Project Area for itself or for any public body or public entity to the extent that such improvement would be of benefit to the Project Area. During the period of development in the Project Area, the Agency shall insure that the provisions of this Community Development Plan and of other documents formulated pursuant to this Community Development Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for Community Development by owners or developers, both public and private, shall be submitted to the City for architectural review and approval. All Community Development must conform to this Community Development Plan and all applicable federal, state and local laws. For the purpose of this Community Development Plan, the Agency is authorized to sell, lease, exchange, transfer, assign pledge, encumber, and otherwise dispose of personal property.

E. Description of Land Uses

The permitted land uses within the Project Area shall be those uses permitted by the officially adopted zoning ordinances of the City, as those ordinances may be amended

from time to time.

G. Planning Criteria

In order to provide developers maximum flexibility in the Community Development of land located within the Project Area and to encourage and obtain the highest quality design and development, specific development controls for the land uses identified above are not set forth herein. Each Community Development proposal may be considered subject to: (1) appropriate elements of the City's Master or General Plan; (2) the planning and zoning code of the City; (3) other applicable building codes and ordinances of the City; (4) review and recommendation by the planning commission; and (5) approval by the Agency to ensure that the Community Development is consistent with the Community Development Plan.

H. Review of Community Development Proposals

Each Community Development proposal by a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of community development proposed, including land coverage, setbacks, heights and bulk proposed, off-street parking and loading to be provided, use of public transportation, and any other data determined to be necessary or requested by the City.

Section 6 - How the Purpose of State Law would be Attained by the Community Development

The purposes of the Community Development and Renewal Act will be achieved as a result of the proposed Community Development projects by establishing new businesses within the city.

A. Establishment of a New Business Currently the Agency is working with an owner/developer that has expressed a desire to construct a community retail center in the Project Area as well as other compatible uses such as commercial office space. The Agency will utilize any approved tax increment funds to assist this business in the construction of the building but limited to reimbursement of fees, construction of on and off site improvements, construction of buildings, and other structural costs included in the Project Area. The amount of participation by the Agency will be subject to the approved Project Area, and the participation of each Taxing Entity that levies a certified tax rate in the Project Area. The new business will also create new employment opportunity for residents of Enoch City.

Section 7 - Community Development Plan Restrictions

A. Eminent Domain

This Community Development Project Area Plan does not allow the Agency to acquire real property through the use of eminent domain.

B. Tax Increment

Use of tax increment is subject to each taxing entity agreeing through a resolution or

interlocal agreement to contribute funds to the Agency in harmony with the Project Area.

Section 8 - How the Proposed Community Development Conforms to the General City Plan

The Community Development Plan conforms to the General Plan of the City in the following respects:

A. Zoning Ordinances

The property is currently zoned to allow for the light industrial, manufacturing, and commercial uses anticipated to be developed. The uses planned in the Project Area conform to the zoning. If zoning changes are required, such changes would be submitted to the City for consideration and approval

B. Building Code

The proposed Project will be constructed in accordance with the building code of the City.

Section 9 -- Implementation of the Community Development Project Area Plan

The Community Development Project set forth in the Community Development Plan shall be implemented according to a schedule approved by the Agency, and will be part of any development agreement between the Agency and a participating developer, property owner or business.

Section 10 - Proposed Method of Financing

A. Authorization

The Agency is authorized to finance this project with financial assistance from Enoch City, Iron County, Iron County School District, State of Utah, property tax increments which accrue within the Project Area, interest income, Agency bonds, or any other available source.

The Agency is authorized to obtain advances, to borrow funds and to create indebtedness to carry out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency. The Agency is authorized to issue bonds, if appropriate and feasible, sufficient to finance all or any part of the Project.

B. Tax Increment

1. Source

Briefly stated, the tax increment available to the Agency under this Plan will be determined in the following manner. After the Plan is adopted, the total taxable value of property within the Project Area is determined using the taxable values shown on the last equalized assessment roll prior to the adoption of the Plan. This provides the Base Year Value. Applying the prevailing tax rates imposed by the Taxing Entities participating in the Project Area to the increased value above the

Base Year Value yields "Tax Increment." Tax Increment arises only with respect to property located in the Project Area. Other Taxing Entities continue to be entitled to receive the tax revenue generated from applying the prevailing tax rates to the Base Year Value, as adjusted under the Act, so long as the total taxable value in the Project Area exceeds the Base Year Value. The Agency must obtain the consent of each Taxing Entity before the Agency may receive any portion of Tax Increment generated by that Taxing Entity's tax rate. The Agency will enter into separate agreements with each participating Taxing Entity concerning that Taxing Entity's commitment of Tax Increment or other resources to the Agency for the Project.

1. Use & Recourse

The Agency may pledge and use Tax Increment to pay the costs of community development activities in the Project Area, including financing those costs over a period of time. Such financing may be accomplished through the use of tax increment revenue bonds or other forms of borrowing. The Agency may retire these bonds or other loans with Tax Increment and any other Agency revenue generated in the Project Area. Bondholders and other creditors do not have any claim against any other funds or assets of the Agency unless specifically pledged. In particular, they have no claim against City funds or other City assets unless the City otherwise obligates itself.

2. Collection Period

The applicable length of time or number of years for which the Agency is to be paid Tax Increment shall be measured from the first tax year in which the Agency accepts Tax Increment from the Project Area. Tax Increment may not be paid to the Agency for a tax year prior to the tax year following the effective date of the Project Area Plan. Notwithstanding, the actual number of years will be determined by a majority vote of the governing body of each Taxing Entity that has the authority to "opt-in" for participation with the Agency in the Project Area Plan.

3. Allocation

Pursuant to the Act, taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah, from County, Iron County School District, Enoch City, or any districts or other public bodies ("Taxing Entities") after the effective date of the ordinance approving this Plan shall be paid to the Agency in accordance with the terms and conditions of the individual resolutions or interlocal agreements approved by each Taxing Entity that has agreed to participate with the Agency in the funding of the Project Area Plan. The creation of a community Development Area does not require a Taxing Entity Committee and a Project Area budget is optional. The budget for this project area will consist of revenues generated by new tax increment and expenses paid to the project equaling tax increment.

4. Tax Decreases

Pursuant to Section 17C-1-408 of the Utah Code, if there is a decrease in the minimum basic school levy authorized under Section 59-2-902 of more than 20 percent from a previous tax year's levy, or a cumulative decrease over a consecutive five-year period of more than 100% from the levy in effect at the beginning of the five year period, and this decrease would result in a reduction of the amount of Tax Increment payable to the Agency, then the Base Year Value of the Project Area shall be reduced in the year of the decrease to the extent necessary, even if below zero, to provide the Agency with approximately the same amount of Tax Increment that would have been paid to the Agency each year had the qualifying decrease not occurred. In addition, the amount of Tax Increment paid to the Agency each year for the payment of bonds and indebtedness may not be less than what would have been paid to the Agency if there had been no qualifying decrease.

5. Tax Increment Determination

The Base Year Value used to determine annual Tax Increment payable to the Agency shall be:

- (a) Increased or decreased by the amount of an increase or decrease that results from:
 - 1) a statute enacted by the Legislature or by the people through initiative;
 - 2) a judicial decision;
 - 3) an order from the State Tax Commission to a county to adjust or factor its assessment rate under Section 59-2-704(2) of the Utah Code;
 - 4) a change in exemption provided in Article XIII, Section 2 of the Utah Constitution, or Section 59-2-103 of the Utah Code; or
 - 5) an increase or decrease in the percentage of fair market value, as defined under Section 59-2-102 of the Utah Code; and

- (b) Reduced for any year to the extent necessary, even if below zero, to provide the Agency with approximately the same amount of money they would have received without a reduction in the county's certified tax rate, if:
 - 1) in that tax year there is a decrease in the county's certified tax rate under Section 59- 2-924(2)(c) or (d)(I) of the Utah Code;
 - 2) the amount of the decrease is more than 20 percent of the county's certified tax rate of the previous year; and
 - 3) The decrease would result in a reduction of the amount of tax increment to be paid to the Agency.

- (c) However, the amount of Tax Increment paid to the Agency each year for payment of Bonds or other indebtedness may not be less than would have been paid to the Agency each year if there had been no increase or decrease.

6. City Funding

Operating capital for Agency administration and developer participation of this

Project has been and may be provided by the City until adequate Tax Increment or other funds are available or sufficiently assured to repay the loans and/or to permit borrowing adequate working capital from sources other than Enoch City. Advances and loans from the City to the Agency may bear a reasonable rate of interest.

Section 11 - Amending the Community Development Plan

The Agency may modify the Community Development Plan at any time in the same manner as if the amendment or modification constituted a Community Development Plan being originally proposed or as provided in Section 17C-4-108 of the Act.

Section 12 - Historic Places or Historic Uses

Historical buildings should be encouraged to remain in private ownership and continue to be put to beneficial use to help ensure their preservation. However, since the property in the Project Area is vacant and contains no buildings no historical buildings exist. In the event that any are found, the Community Development Plan does hereby incorporate the provisions of Subsection 9-8-404(1), Utah Code Annotated 1953, as amended.

Section 13 - Reasons for Selection of Project Area

The Enoch Station Community Development Project Area was selected by the Agency as that area within the boundaries of Enoch City that has the greatest immediate potential to establish the economic base of the community by locating a community grocery store and compatible commercial users and has an owner that is willing to invest private capital into a new project which will provide new jobs and broaden the tax base of the community. Boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency Board, City staff and outside consultants. In addition, the owner of property within the area requested the City develop a program which could be implemented to assist in providing a financial source to assist in development. Planned treatment of the Project Area is intended to stimulate Community Development to a degree necessary for sound, long-range economic growth in the Project Area.

Section 14 - Miscellaneous Provisions

Authority to take action or enter into agreements under this Plan shall be vested exclusively in the Agency's Governing Body. The administration and enforcement of this Plan and any documents implementing this Plan shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition,

any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners. The Governing Body shall have the financial affairs of the Agency audited annually by an independent auditing firm.

Before any development agreement or participation agreement under the plan may be entered into and/or executed by the Agency, the Agency may hold a public hearing on the proposed agreement. The Agency may prepare a feasibility analysis and a necessary and appropriate analysis with respect to all new projects being proposed and with respect to the ongoing feasibility of the overall Project being implemented pursuant to this Plan.

The purpose of this provision is to assure that the feasibility, necessity, appropriateness, the nature, extent of, and need for any public subsidy or other assistance, and the likely public benefit of new projects is reviewed on their own merits and in the context of implementing this Plan as a whole before any particular projects are approved, thereby assuring that the feasibility and necessary and appropriate analysis determining whether substantial and effective measures are being taken, or have been taken, that are reasonably designed to mitigate such actual harm, damage or disadvantage as may have been suffered as a result of development within the Project Area by owners of property within the Project Area.

Section 15 - Description of any Tax Incentives Offered to Private Entities for Facilities Located in the Project Area.

Subject to the establishment of the Project Area, the following generally describes tax or other incentives which the Agency intends to offer within the Project Area to developers, landowners or key tenants in consideration for construction and operating the proposed development.

The Agency intends to commit Tax Increment for no more than 10 years as follows: 100% of Tax Increment for the first five years and 50% of Tax Increment for the second five years and no Tax Increment thereafter. The Agency intends to commit 100% of the sales tax revenue that the City receives from the initial phase of the Project as follows: 100% for the first five years and reducing that share by 10% per year for years six through ten (i.e. 90% in the 6th year, 80% in the 7 year, etc.). These commitments will be made pursuant to a development agreement or participation agreement between the Agency and a developer, landowner, or key tenant. The Agency's ability to make such commitments is subject to the Taxing Entities' approval of an interlocal agreement committing specific revenue to the Project.

The Agency may use Tax Increment or other committed funds to create economic incentives for private participants to undertake the Project by paying for all or a portion of the costs associated with the development of the Project Area. These funds may be used for such items as public infrastructure improvements, Agency requested off-site improvements and upgrades, rent subsidies, land write downs, desirable Project Area improvements, payment of development fees imposed by the City, and other items as approved by the Agency. In the event the City agrees to participate in the use of sales tax,

such use is not subject to the provisions of section 10-8-2 of the Utah Code Annotated. Any payments to private parties shall be made through an agreement between the Agency and the City or the Agency and such participant. Subject to the provisions of the Act, the Agency may agree to pay for eligible costs and other items for any period of time the Agency may deem appropriate under the circumstances.

Section 16 - Anticipated Public Benefit

The beneficial influence on the tax base will happen through an increase of the property tax base of the Project Area. As the enhancements occur, property tax revenue will increase and jobs will be created. Businesses that should benefit include retail stores, restaurants, suppliers and vendors servicing the proposed project. In addition, some suppliers and vendors may choose to locate in Enoch City to better service the site. The net benefits from the proposed Project Area are commensurate with the improvements that need to be funded. This report assumes that the benefits ignore the present revenue situation and only include the incremental costs and revenues the new renovation and nearby developments generate. The development will benefit all taxing agencies within the Plan Area and the Plan will also increase local efforts to:

- Enhance employment and income opportunities for community residents
- Improve access to goods and services for residents
- Increase and diversify the tax base, thus increasing the resources available for performing governmental services while minimizing tax rates

End of Plan

Attachment A
Project Area Boundaries

The legal description of the Project Area is:

Section 14 Township 35 South Range 11 West; Commencing at the N ¼ Sec 14, T35S, R11W, SLM; S88°55'27"E along section line 569.54 feet; S00°00'00" East 39.66 feet to point of beginning, said point also being located on south right of way line of Midvalley Road, said point also being located on record east line of 3 Peak Subdivision, Phase 1; S82°48'19" East along said right of way line 97.04 feet; continue along said line S88°55'27" East 639 feet to curve to right, radius of 35.00 feet & central angle of 89°23'01"; southeasterly along said curve 54.60 feet to point on west right of way line of Minersville Highway 130: S00°27'34" west along said line 1181.55 feet to curve to right, radius of 34.00 feet & central angle of 90°26'52": southwesterly along said curve 53.67 feet to point located on north line of Homestead Boulevard; N89°05'34" West along said line 625.74 feet to curve to left, radius of 1150.00 feet & central angle of 05°27'44"; westerly along said curve 109.63 feet to point located on east line of said record 3 Peak Subdivision, Phase I; N00°26'18" East along said line 1268.28 feet to point of beginning.

22.12 Acres.

Also known as Parcel A-0772-007-0000.

Attachment B Project Area Map

