

MILLCREEK, UTAH
ORDINANCE NO. 19-12

**AN ORDINANCE OF THE MILLCREEK CITY COUNCIL ADOPTING AN OFFICIAL
PLAN FOR THE MILLCREEK CENTER COMMUNITY REINVESTMENT PROJECT
AREA, AS APPROVED BY THE MILLCREEK COMMUNITY REINVESTMENT
AGENCY AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS
REQUIRED BY STATUTE**

WHEREAS, the Board of the Millcreek Community Reinvestment Agency (the "Agency"), having prepared a Project Area Plan (the "Plan") for the Millcreek Center Community Reinvestment Project Area (the "Project Area"), the legal description of which is attached hereto as EXHIBIT A, pursuant to Utah Code Annotated ("UCA") § 17C-5-105, and having held the required public hearing on the Plan on April 8, 2019, pursuant to UCA § 17C-5-104, adopted the Plan as the Official Community Reinvestment Plan for the Project Area; and

WHEREAS, the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "Act") mandates that, before the community reinvestment project area plan approved by an agency under UCA § 17C-5-104 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-5-109; and

WHEREAS, the Act also requires that notice is to be given by the community legislative body upon its adoption of a community reinvestment project area plan under UCA § 17C-5-110.

NOW, THEREFORE, BE IT ORDAINED by the Council as follows:

1. Millcreek City adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community reinvestment plan for the Project Area (the "Official Plan").
2. City staff and consultants are authorized and directed to publish or cause to be published the notice required by the Act, at which time the Official Plan will become effective.
3. The Agency may proceed to carry out the Official Plan upon its adoption.
4. This ordinance takes effect immediately.

PASSED AND APPROVED this 8th day of April, 2019.



MILLCREEK COUNCIL

By: 
Jeff Silvestrini, Mayor

ATTEST:


Elyse Greiner, City Recorder

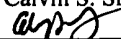
Roll Call Vote:

Silvestrini	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Marchant	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Jackson	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Catten	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Uipi	<input checked="" type="radio"/> Yes	<input type="radio"/> No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 19-12: AN ORDINANCE OF THE MILLCREEK CITY COUNCIL ADOPTING AN OFFICIAL PLAN FOR THE MILLCREEK CENTER COMMUNITY REINVESTMENT PROJECT AREA, AS APPROVED BY THE MILLCREEK COMMUNITY REINVESTMENT AGENCY AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE
was passed and adopted the 8th day of April 2019 and certifies that copies of the foregoing Ordinance 19-12 were posted in the following locations within the municipality this 9 day of April, 2019.

1. Millcreek City Office, 3330 S. 1300 E., Millcreek, UT 84106
2. Millcreek Community Center, 2266 E. Evergreen Ave., Millcreek, UT 84109
3. Calvin S. Smith Library, 810 E. 3300 S., Millcreek, UT 84106


Elyse Greiner, City Recorder

PROJECT AREA LEGAL DESCRIPTION

That Area of Millcreek, A Municipal Corporation to be known as the Millcreek Center Community Reinvestment Agency located in the Southwest, Southeast, and Northeast Quarters of Section 29, the West Half of Section 28, also being located in Blocks 21-23, 28, and 27 of the Ten Acre Plat "A" Big Field Survey. Said Community Reinvestment Agency is further described as follows:

Beginning at the Southeast corner of the property granted to UDOT described in that Warranty Deed recorded in Book 6903, at Page 584 in the Office of the Salt Lake County Recorder, located at the North right of way of 3300 South Street at the approximate East right of way of 900 East Street; thence Northerly along the Northeast boundary of said property 42.34 feet, more, or less, and continuing Northerly along the West boundaries of the properties adjoining said 900 East right of way 403 feet, more, or less, to the Northwest corner of the property described in that Quit Claim Deed recorded in Book 10261, at Page 8754; thence Easterly along the North boundary of said property 412 feet, more, or less, to the West right of way of Lincoln Street; thence South along said right of way 79.94 feet, more, or less; thence East along the South boundary of The Aspens Condominiums as depicted on that Plat recorded in Book 96, at Page 345, 150 feet, more, or less, to the Northeast corner of the property described in that Warranty Deed recorded in Book 9984, at Page 3438; thence South along the East boundary of said property 31.80 feet, more, or less, and continuing East along the North boundaries of the property described in that Warranty Deed recorded in Book 9034, at Page 6227, and the property described in that Warranty Deed recorded in Book 9613, at Page 3066, 128 feet, more, or less, to the Northeast corner of said property; thence South along the East boundary of said property 150.40 feet, more, or less, and continuing East along the North boundaries of the property described in that Warranty deed recorded in Book 9693, at Page 1648; the property described in that Special Warranty Deed recorded in Book 10182, at Page 7668, and the Easterly extension thereof 141.5 feet, more, or less, to the East right of way of 1000 East Street; thence North along said right of way 15.04 feet, more, or less, to the Southwest corner of the property described in that Warranty Deed recorded in Book 9629, at Page 3515; thence East along the South boundary of said property 75 feet, more, or less, and North along the East boundary 85 feet, more, or less, to the Southeast corner of the property in that Warranty Deed recorded in Book 9029, at Page 4979; thence along the boundary of said property the following three (3) courses: 1) North 50 feet, more, or less; 2) East 90 feet, more, or less, 3) North 37.1 feet, more, or less, to the South boundary of the property described as Parcel 2 in that Warranty Deed recorded in Book 10456, at Page 8561; thence Easterly along the South boundaries of said property, the property described as Parcel 2 in that Warranty Deed recorded in Book 10414, at Page 4399, the property granted to the Parkin's as described in that Boundary Line Agreement recorded in Book 6949, at Page 2182, and the property described in that Quit Claim Deed recorded in Book 8748, at Page 8311, 257.50 feet, more, or less, to the Southeast corner of said property; thence Northerly along the east boundary of said property 268.6 feet, more, or less, to the South right of way of Riches Ave, and continuing East along said right of way 386 feet, more, or less, to the Millcreek/Salt Lake City boundary as depicted on that Final Local Entity Plat recorded in Book 2016, at Page 344; thence Easterly and Northerly along said boundary 6294 feet, more, or less, to its intersection with the Westerly extension of the centerline of Gunn Avenue; thence East along said extension 75 feet, more, or less, and North along the East right of way of Richmond Street 800 feet, more, or less, to said Millcreek/Salt Lake City Boundary; thence Easterly and Southerly along said boundary 1085 feet, more, or less, to the intersection of the northerly extension of the Easterly right of way of Mountair Drive and the North right of way of 3010 South Street; thence Southerly along said extension, and Easterly right of way 1057.33 feet, more, or less, to the Southerly right of way of Crescent Drive; thence Easterly along said right of way 70.25 feet, more, or less, and continuing Southerly along the Westerly right of way of 3150 South Street 183.68 feet, more, or less, to the Northeast corner of lot 336 in the Mountair Acres Addition No.7 Subdivision recorded in Book K, at Page 12; thence S. 79°40'00" W. 97.96 feet to the Northwest corner of said lot and said Subdivision boundary; thence along said boundary the following two (2) courses: 1). South 159.00 feet; 2) S. 89°20'00" E. 56.95 feet, more, or less, to the Northwest corner of the property described in that Warranty Deed recorded in Book 10460, at Page 9488; thence South along the West boundary of said property and southerly extension thereof 151 feet, more, or less, to the South right of way of Woodland Avenue; thence East along said right of way 95 feet, more, or less, and South along the West boundary of the property described in that Warranty deed recorded in Book 8715, at Page 1812, 143 feet, more, or less, to the North boundary of the property described in that Corrective Special Warranty Deed recorded in Book 10356, at Page 3156; thence East along said North Boundary 123 feet, more, or less, and continuing South along the East boundary of said property, and the East boundary of the property described in that Quit Claim Deed recorded in Book 9028, at Page 2104, 294.9 feet, more, or less, to the Southwest corner of the property described in that Quit Claim deed recorded in Book 5993, at Page 530; thence East along the South boundary of said property 105.91 feet, more, or less, to the Northwest corner of the property described in that Warranty Deed recorded in Book 10191, at Page 5211; thence along the boundary of said property and Easterly extension thereof the following two (2) courses; 1). South 62 feet; 2). East 144.37 feet, more, or less, to the East right of way of Orchard Street; thence South along said right of way and Southerly extension thereof 189 feet, more, or less, to the South right of way of 3300 South

Street; thence East along said right of way 377 feet, more, or less, to the West boundary of the property described in that Warranty Deed recorded in Book 9617, at Page 728; thence South along said boundary, the West boundary of the property described in that Warranty Deed recorded in Book 8606, at Page 635, and the West boundary of the property described in that Special Warranty Deed recorded in Book 10019, at Page 9432, 352 feet, more, or less, to the North right of way of 3350 South Street; thence West along said right of way 93 feet, more, or less, to the Southeast corner of the property described in that Quit Claim Deed recorded in Book 6667, at Page 1015; thence North along the East boundary of said property 183.5 feet, more, or less, to the Northeast corner of said corner of said property; thence Westerly along the North boundaries of said property described in that Quit Claim Deed recorded in Book 6667, at Page 1015, the property described in that Certificate of Death recorded in Book 7779, at Page 1495, the property described in that Warranty Deed recorded in Book 10452, at Page 2556, the property described in that Warranty Deed recorded in Book 10680, at Page 3178, the property described in that Warranty Deed recorded in Book 7558, at Page 2857, the property described in that Warranty Deed recorded in Book 10471, at Page 7529, and the property described in that Quit Claim Deed recorded in Book 9623, at Page 537, 409 feet, more, or less, to the Northwest corner of said property; thence South along the West boundary of said property and Southerly extension thereof 230.9 feet, more, or less, to the South right of way of 3350 South Street; thence East along said right of way 28 feet, more, or less, to the Northwest corner of the property described in that Warranty Deed recorded in Book 10526, at Page 2126; thence South along the Westerly boundaries of said property, and the property described in that Warranty Deed recorded in Book 7443, at Page 2016, 396 feet, more, or less, to the Southeast corner of the property described in that Warranty Deed recorded in Book 8417, at Page 7130; thence West along the South boundary of said property 82.99 feet, more, or less, to the Easterly right of way of Highland Drive; thence Northerly along said right of way 276 feet, more, or less, to it's intersection with the Easterly extension of the North boundary of the property described in that Quit Claim Deed recorded in Book 9343, at Page 6957; thence Westerly along said extension and North boundary 1027.37 feet, more, or less, to the Northeasterly boundary of the property described in that Quit Claim Deed recorded in Book 10217, at Page 9617; thence Northwesterly along said boundary 133 feet, more, or less, to the East right of way of 1300 East Street; thence South along said right of way 100 feet, more, or less, to it's intersection with the Easterly extension of the North boundary of the property described as Parcel 1 in that Warranty Deed recorded in Book 10669, at Page 8489; thence Westerly along said extension, said North boundary, and the North boundary of the property described in that Warranty Deed recorded in Book 10563, at Page 585 to the Northwest corner of said property; thence South along the Westerly boundary of said property 118.39 feet, more, or less, to the Northeasterly boundary of the property described in that Warranty Deed recorded in Book 10154, at Page 153; thence Westerly along the Northeasterly boundaries of said property, the properties described in that Warranty Deed referred to as Parcels 1 and 2 recorded in Book 10542, at Page 6556, the property described in that Quit Claim Deed referred to as Parcel 2 recorded in Book 6640, at Page 1757, the properties described in that Warranty Deed recorded in Book 6355, at Page 2323, and the Millcreek Hollow Condominiums boundary as depicted on that Plat recorded in Book 2004, at Page 001, 789 feet, more, or less, to the South right of way of 3300 South Street; thence West along said right of way 225.28 feet, more, or less, to a Northwest corner in said condominium boundary; thence along said condominium boundary and Westerly extension thereof the following six (6) courses: 1) S. 0°19'29" W. 156.91 feet; 2) S. 59°06'01" E. 6.99 feet; 3) S. 0°40'05" E. 78.86 feet; 4) S. 89°49'15" W. 150.56 feet; 5) S. 13°41'28" W. 1.03 feet; 6) S. 89°48'22" W. 165.12 feet to the West right of way of 1100 East Street; thence West along the South boundary of the property described in that Warranty Deed recorded in Book 10623, at Page 1581, and the North boundary of the Granite Mill P.U.D. Subdivision as depicted on that plat recorded in Book 2000, at Page 30, 383 feet, more, or less, to the West boundary of the property described in that Warranty Deed recorded in Book 7683, at Page 2215; thence South along said boundary 332.43 feet, more, or less, and continuing West along the South boundaries of said property, and the property described in that Quit Claim Deed recorded in Book 7683, at Page 2214, 176.5 feet, more, or less, to the Southwest corner of said property; thence North along West boundary of said property 269.20 feet to the Northeast corner of the property described in that Quit Claim Deed recorded in Book 10248, at Page 6197, and continuing West along the North boundaries of said property, the property described in that Deed recorded in Book 6485, at Page 1222, and the property described in that Warranty Deed recorded in Book 9147, at Page 3888, to the Northwest corner of said property and the East right of way of 900 East Street; thence Northerly along the Westerly boundaries of the properties adjoining said 900 East Street right of way 317 feet, more, or less, to a Northwest corner on the North boundary of the property described as Parcel 1 in that Warranty Deed recorded in Book 10429, at Page 1668, said point being located on the South right of way of 3300 South Street at the approximate East right of way of 900 East Street; thence North 66 feet, more, or less, to the point of beginning.

The above described Community Reinvestment Agency contains 105 acres, more, or less.

Excluding Parcels: 16-28-376-022, 16-29-477-010, & 16-29-477-012