



## SYRACUSE CITY

### Syracuse City Council Work Session Notice

January 13, 2015 – 6:00 p.m.  
Municipal Building, 1979 W. 1900 S.

Notice is hereby given that the Syracuse City Council will meet in a work session on Tuesday, January 13, 2015, at 6:00 p.m. in the large conference room of the Municipal Building, 1979 W. 1900 S., Syracuse City, Davis County, Utah. The purpose of the work session is to discuss/review the following items:

- a. Review agenda for Council business meeting to begin at 7:00 p.m. (2 min.)
- b. Seasonal wild land firefighter proposal. (5 min.)
- c. Discussion regarding efficiency audit request for proposals (RFP). (10 min.)
- d. Follow-up discussion: Cook Quarters Subdivision development standards. (10 min.)
- e. Review agenda item 10: Irrigation Load Control Program. (10 min.)
- f. Review agenda item 11: Award and authorize Administration to execute agreement with E.K. Bailey for 3000 West culinary and secondary waterline project. (5 min.)
- g. Review items forwarded by Planning Commission: (10 min.)
  - i. General Plan Amendment request from General Commercial to Planned Residential Development Zone, located at 1600 W. 1700 S., applicant Q-2 LLC.
  - ii. General Plan Amendment request from Neighborhood Services and R-3 Residential to Professional Office Zone, located at 1407 S. 2000 W., applicant Q-2 LLC.
  - iii. Rezone request from R-3 Residential to Professional Office Zone, located at 1407 S. 2000 W., applicant Q-2 LLC
  - iv. Final Plan Approval Ninigret North II, located at approximately 1550 S. SR-193, R-3 Residential and GC General Commercial Zone.
- h. Council business. (2 min.)

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In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 at least 48 hours in advance of the meeting.

#### CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 8<sup>th</sup> day of January, 2015 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.com/>. A copy was also provided to the Standard-Examiner on January 8, 2015.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

## January 13, 2015

Agenda Item “b”                      Seasonal wild land firefighter proposal

### *Factual Summation*

- Any question regarding this agenda item may be directed at Fire Chief Froerer.
- The Fire Department plans to hire two seasonal wild land firefighters for the upcoming wildfire season of June 1 through September 30. The seasonal wild land firefighter position is approved in the wage scale, but we have not utilized the position since the 2013 fire season. We funded the position from the part-time firefighter budget in 2013. Since we have not specifically funded the two positions for their proposed season this fiscal year (FY2015), we wanted to make the City Council aware of our plan of additional staffing, with the understanding that their wages be paid from the part-time firefighter budget. Specifics of the proposal are explained in more detail in the packet insert.
- Please see attached supporting documentation provided by Chief Froerer.

## Syracuse Seasonal Wild land Firefighter Proposal

The Fire Department proposes including 2 seasonal firefighters to support the wild land firefighting program we have established over the past three seasons.

During the last wildfire season Syracuse Fire Department had to refuse two deployment requests for our Water Tender due to inadequate staffing, as we will not compromise our ability to respond to local incidents to deploy a wild land fire resource.

Our current approved Syracuse City Wage Scale includes a Seasonal Firefighter position. This position was requested specifically for utilization during the wildfire season, June 1 through September 30 each year.

### Request

Our request is for two seasonal firefighters per wild land fire season. Wage cost per firefighter follows:

| Number         | Rate    | Cost/ 20 hr Week | Season   | Minimum Cost/Season |
|----------------|---------|------------------|----------|---------------------|
| 1 Firefighter  | \$11.92 | \$238.40         | 17 weeks | \$4052.80           |
| 2 Firefighters | \$11.92 | \$476.80         | 17 weeks | \$8105.60           |

When the seasonal firefighters are not deployed on a wildfire, they will fill their 20 hour week with equipment maintenance and hydrant maintenance flow tests.

During the wildfire seasons of 2012, 2013, and 2014, Syracuse firefighters deployed on 29 wildfires generating a gross revenue of \$396,170.

The average revenue generated per wildfire based on those numbers is \$13,661. Our wildfire response apparatus are Brush Engine 31 and Water Tender 31. The chart below shows the standard rate structure for deployed apparatus:

| Unit         | Staffing | Rate/Hour | Hrs/Day | Rate/Day |
|--------------|----------|-----------|---------|----------|
| Brush Engine | 2        | \$144     | 15      | \$2160   |
| Water Tender | 2        | \$145     | 15      | \$2175   |

Wildfire deployments can be anywhere from 1 day to 14 days, with the average deployment for Syracuse being 6 days.

Lost revenue potential occurs if we have a request for the Brush Engine or Water Tender and are unable to send it due to staffing. For the two incidents in 2014 noted above this is a difference of \$27,322 (average). This more than makes up for the cost of having the seasonal wild land firefighters on the payroll.



# COUNCIL AGENDA

## January 13, 2015

Agenda Item “c”                      Discussion of Efficiency Audit RFP

### ***Factual Summation***

- Any question regarding this agenda item may be directed to Brody Bovero, City Manager

### **Background**

- The City recently received responses to an RFI from firms that perform operational efficiency studies.
- A subcommittee of the City Council, including Council Members Lisonbee and Peterson, Mayor Palmer, Brody Bovero, and Steve Marshall, reviewed the responses and discussed the potential scope of work for an RFP.
- Below is an outline of the suggested RFP for the efficiency audit

### **Goals of the Study**

- Improve level service within our current budget capabilities
- Ensure the organizational structure of the City is best suited for service to residents & businesses
- Eliminate waste

### **Suggested Areas of Study**

- *Organizational Structure:* Examination of organization-wide structure and based on organizational goals and vision, recommend restructuring, expansion, and/or consolidation of services or departments as needed.
- *Personnel, Facilities, Technology:* Examination full and part-time staffing levels. Provide recommendations on changes that will improve service and reduce costs through changes in personnel restructuring, utilization of technology, or use of facilities

- *Information Technology*: Evaluate adequacy and efficiency of existing assets, including a security analysis. Recommend operational software, hardware, and management improvements to improve efficiency of city services and integrity of information security.
- *Utility Metering/Billing*: Examine efficiency of current metering and billing. Recommend most efficient and cost-effective method.
- *Records Management*: Evaluate city-wide records management systems and methods. Make recommendations to improve cost efficiency, and improve effectiveness in document storage and retrieval throughout the organization.
- *Customer Service for Businesses*: Examine customer response, communication, and timeliness issues in business-related permitting, approvals, and processes. Provide recommendations to improve customer service performance this area.

### **Cost Estimate**

Based on the RFI responses, the committee believes that this scope of work could be performed in the \$25,000 to \$50,000 range.

### **Schedule**

Upon receiving direction from the Council, the Administration will proceed with drafting an RFP and solicit bids, with intent to award a contract in February, with the goal to complete the study in time for the FY2016 Budget adoption.



# COUNCIL AGENDA

## January 13, 2015

Agenda Item “d”

Follow-up discussion: Cook Quarter  
Subdivision development standards.

***Factual Summation***

- Mayor Palmer has met with Steven Cook since the December 9 discussion regarding the development standards being imposed on his subdivision. He will provide the Council with an update regarding the issue.



# COUNCIL AGENDA

January 13, 2015

## Agenda Item “e”                      **Irrigation Load Control Program**

### *Factual Summation*

- Any questions about this agenda item can be directed to Robert Whiteley.
- Rocky Mountain Power has partnered with EnerNOC to provide an energy reduction incentive program, so named the Irrigation Load Control Program to eligible customers in Utah and Idaho.
- This program was developed to ease the burden of high peak power demands from irrigation pumping during June 1 to Sept 30.
- Those who choose to enroll in the program will earn cash incentives for temporarily reducing electricity use by shutting off irrigation pumps during peak demand periods. Incentive rates can be up to \$25/kW savings, which is estimated at approximately \$13,000/year for all three of our pump stations.
- There is no enrollment fee for Syracuse City to participate in the program.
- Load Control Events are determined and notification is made 24 hours in advance. Syracuse is given the option to participate during the event. Opting out has no penalties.
- Events can last up to four hours/day, but are limited to 52 hours per season.
- Agreement and Earnings estimates are attached.

### *Considerations*

Enter into an Energy Management Agreement with EnerNOC in order to enroll in the program for a term of seven years.



This Energy Management Agreement (this "EMA"), entered into on \_\_\_\_\_ (the "Effective Date"), is made by and between EnerNOC Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 ("EnerNOC"), and Syracuse City, located at 1979 W 1900 S, Syracuse, UT 84075 ("Customer"). EnerNOC and Customer are referred to herein collectively as the "Parties" and each individually as a "Party" to this EMA.

1. **Solutions.** This EMA is a master agreement between the Parties and sets forth the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to the provision of the solutions (the "Solutions"), the scope of which are described in the applicable statements of work attached hereto (each a "SOW" and together with this EMA, the "Agreement"). EnerNOC will provide the Solutions in accordance with the Agreement and the applicable SOW. Each time Customer desires to procure any of the Solutions from EnerNOC, EnerNOC and Customer will execute a SOW that specifies, among other things, a description of the Solutions to be provided, the compensation for those Solutions, and any other details related to the engagement.
2. **Use and Access License.** For the duration of the term of any duly executed SOW, EnerNOC grants to Customer a limited, revocable, non-transferrable (except as set forth herein) and non-exclusive right to use and access (including through remote means) the Solutions solely for Customer's internal business operations and subject to the terms of this EMA and the applicable SOW. Without limiting the terms of the Agreement, Customer agrees not to decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code relating to the Solutions or any web-based portal relating thereto or assign, sublicense, sell, resell, lease or otherwise transfer, convey, or pledge as security or encumber, any right in the Solutions. Except as expressly permitted herein, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Solutions or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise.
3. **Term.** This EMA shall commence on the Effective Date and continue until terminated in accordance with the terms herein (the "Term").
4. **Confidentiality.**
  - a. **Nondisclosure to Third Parties.** In providing the Solutions under the Agreement, each Party will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information, including, without limitation, any trade secrets, which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (x) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; and (y) any information concerning the business relationship between the Parties.
  - b. **Use of Confidential Information.** Customer acknowledges that EnerNOC may receive Confidential Information of Customer from the applicable independent system/grid operator and/or utility, through data collected through the Solutions or otherwise, which may be used or disclosed by EnerNOC as necessary for the performance of the Agreement.
5. **Aggregate Data Collection and Usage.** Customer acknowledges and agrees that EnerNOC may: (i) collect, process and aggregate any data used with, stored in, or related to the Solutions, including, without limitation, end-user energy usage and demand data, and create aggregate data records ("Aggregate Data") by removing any personally identifiable information ("PII") from the underlying data; (ii) use such Aggregate Data to improve the Solutions, develop new solutions, understand actual energy usage and demand trends and general industry trends, develop white papers, reports, or databases summarizing the foregoing, and generally for any legitimate purpose related to EnerNOC's business; and (iii) share Aggregate Data with third parties or publish any reports, white papers, or other summaries based on Aggregate Data.
6. **Logo Authorization.** In connection with the Agreement, Customer hereby consents to EnerNOC's use of Customer's name and logo in EnerNOC's promotional materials, including, but not limited to, website, presentations and other printed materials. EnerNOC acknowledges that Customer is the owner of all right, title and interest in and to Customer's name and logo and shall not take any action that is inconsistent with such ownership.
7. **Limitation on Liability.** Except for breaches of confidentiality, EnerNOC's liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000.00. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its



employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from the Solutions or from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

8. **Warranty Limitations.** IF THE SOLUTIONS BECOME OR ARE LIKELY TO BECOME THE SUBJECT OF ANY THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIM OR ACTION, ENERNOC MAY, AT ENERNOC'S SOLE OPTION, EITHER: (I) REPLACE SUCH SOLUTIONS WITH AN EQUALLY SUITABLE SOLUTION FREE OF INFRINGEMENT; (II) MODIFY OR OBTAIN A LICENSE FOR THE SOLUTIONS SO THAT THEY NO LONGER INFRINGE ON ANY RIGHTS; OR (III) AFTER ENERNOC HAS DEMONSTRATED ITS GOOD FAITH EFFORTS TO ACHIEVE THE FOREGOING WITHOUT SUCCESS, TERMINATE THE APPLICABLE SOW. EXCEPT AS PROVIDED HEREIN, THE SOLUTIONS (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) ARE PROVIDED AS IS WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
9. **Choice of Law.** The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah, without giving effect to choice of law rules.
10. **Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of EnerNOC; except that Customer may assign the Agreement to its successor or any entity acquiring all or substantially all of the assets of Customer by providing EnerNOC with written notice promptly following the acquisition date. The Agreement, including all exhibits, attachments and SOWs, constitutes the entire agreement between Customer and EnerNOC and may only be amended in writing signed by each of the Parties. In the event of any conflict between this EMA and a SOW, the terms of this EMA shall control with respect to the applicable SOW. If any of its provisions shall be held invalid or unenforceable, the Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. The Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify EnerNOC in writing of any changes occurring during the Term to the Customer address(es) set forth in this EMA.
11. **Taxes.** Fees, costs, and expenses described in the Agreement do not include any sales, use, personal property, duty, levy, or similar governance charge, value added or good/services taxes. EnerNOC may include applicable taxes as separate items on Customer's invoice, and Customer shall be responsible to pay and/or reimburse EnerNOC for all taxes (other than taxes based on EnerNOC's income), unless Customer has provided adequate evidence of exemption upon execution of this EMA or the applicable SOW. If withholding of taxes is required by any government, Customer shall remit such taxes in accordance with applicable law, gross up the applicable payment amounts so that EnerNOC receives the full amount of fees invoiced, and provide EnerNOC with applicable evidence of withholding.
12. **Force Majeure.** The Parties shall be excused for any failure or delay in the performance of their obligations hereunder due to acts of God or any other legitimate cause beyond their reasonable control.
13. **Termination.** Either Party may terminate this EMA (i) in the event of the other Party's material breach of this EMA or any SOW, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; or (iii) for convenience by giving the other Party sixty (60) days prior written notice; provided, however, that neither Party may terminate this EMA so long as any SOW executed by the Parties hereunder remains in effect.
14. **Notices.** Any notices required or permitted to be given hereunder by either Party to the other Party shall be given in writing by: (i) personal delivery; (ii) bonded courier or nationally recognized overnight delivery company; or (iii) electronic mail. If notice is given by personal delivery, bonded courier or nationally recognized overnight delivery company, such notice shall be addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this Section): to EnerNOC at EnerNOC, Inc., Attn: Legal Department, One Marina Park Drive, Suite 400, Boston, MA 02210; and to Customer at Syracuse City, 1979 W 1900 S, Syracuse, UT 84075. If notice is sent by electronic mail, such notice shall be sent to EnerNOC at [contractmanagement@enernoc.com](mailto:contractmanagement@enernoc.com); and/or to Customer at [mills@syracuseut.com](mailto:mills@syracuseut.com).

**CONFIDENTIAL AND PROPRIETARY**

Document Control #: 00086700.0



IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this EMA by their authorized representatives as of the Effective Date.

**EnerNOC, Inc.**

**Syracuse City**

Name: \_\_\_\_\_

Name: Ryan Mills \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



## Demand Response Statement of Work

This Statement of Work (this "SOW"), entered into on \_\_\_\_\_ (the "SOW Effective Date"), is made by and between EnerNOC Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 ("EnerNOC"), and Syracuse City, located at 1979 W 1900 S, Syracuse, UT 84075 ("Customer"). Unless otherwise defined herein, capitalized terms in this SOW shall have the meanings given to them in the Energy Management Agreement by and between the Parties effective as of \_\_\_\_\_ (the "EMA"), the terms and conditions of which are hereby incorporated by reference.

1. **Term.** This SOW shall commence on the SOW Effective Date and continue until 9/30/2022, unless earlier terminated in accordance with the terms herein (the "SOW Term"). Notwithstanding the foregoing, if Customer is enrolled in a Program (as defined below) with a Program Period (as defined in the Program Rule Attachment(s) attached hereto) that would otherwise extend beyond the SOW Term, then the SOW Term with respect to such Program shall be extended until the end of such Program Period.
2. **Enablement.** If required by EnerNOC for Customer's use and access to the Solutions, Customer shall, within twelve (12) days following execution by the Parties of this SOW, provide EnerNOC with reasonable access to install an EnerNOC site server ("ESS") that allows for Internet-based power metering, data collection, near real-time data communication, and Internet-based reporting and analytics for each Customer facility address identified on the Site Address Attachment attached hereto (each a "Site Address"). In the event that cellular connectivity is required but not feasible, Customer shall provide either a static or non-static, as applicable, Internet Protocol (IP) address and Local Area Network (LAN) access that allows for Internet-based communication of a Site Address' energy consumption and/or any other required performance or building management system data. Customer agrees to collaborate with EnerNOC in a timely manner in testing, enabling and maintaining the installed ESS, the Solutions, and any other components of the EnerNOC system ("EnerNOC System"). If required for any Site Address(es), as determined solely by EnerNOC and indicated on the Site Address Attachment, the Parties shall execute an EnerNOC System enablement plan ("Enablement Plan") for such Site Address(es), the terms of which shall be attached to this SOW.
3. **Demand Response Solutions.** EnerNOC agrees to provide Customer with the following Solutions at each Site Address:
  - a. **Demand Response.** EnerNOC will manage Customer's participation in the demand response programs further described in the Program Rule Attachment(s) attached hereto ("Programs") by:
    - working with Customer to develop an appropriate energy curtailment plan for Customer's business;
    - working with Customer to facilitate necessary air regulatory filings on Customer's behalf as required by federal or national law, as applicable, in order to utilize on-site generation in connection with Customer's participation in the Program (s);
    - registering Customer's Accepted Capacity (as defined in the Program Rule Attachment(s));
    - managing Customer's curtailable electrical capacity in the Programs and upon notification by EnerNOC and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events");
    - reconciling all Program payments;
    - enabling data transfer, monitoring and reporting of meter data through the EnerNOC System and providing technical assistance, maintenance, repair and hosting of the EnerNOC System; and
    - as necessary, coordinating with Customer's host utility to capture kilowatt-hour (kWh) pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.
4. **Payments.**
  - a. **Enablement Fee.** For each Site Address, Customer shall pay to EnerNOC a one-time enablement fee equal to the following (the "Enablement Fee"):
    - i. If the Site Address does not have an associated Enablement Plan, then the Enablement Fee shall be the amount set forth opposite each Site Address on the Site Address Attachment. Such Enablement Fee is calculated according to the number of meters to be installed as listed in the Site Address Attachment. If additional meters are required to provide the Solutions herein, then the Enablement Fee shall be increased by \$5,000.
    - ii. If the Site Address does have an associated Enablement Plan, then the Enablement Fee shall be the amount agreed to in such Enablement Plan and both Parties acknowledge and agree that the Enablement Fee listed in the Site Address Attachment is a good faith best estimate only.



- b. **Payment Timing.** Customer will be invoiced following ESS installation at a Site Address for the Enablement Fee at such Site Address, and payment shall be due and payable to EnerNOC within thirty (30) days following the invoice date.
- c. **Demand Response Payments.** In connection with Customer's participation in the Programs, EnerNOC shall make payments to Customer in the amounts and in accordance with the payment terms set forth in the Program Rule Attachment(s)
- d. **Non-Payment.** In the event that Customer fails to make payment to EnerNOC for undisputed amounts due within the time period prescribed hereunder, EnerNOC may (i) immediately suspend Customer's access to the Solutions and all related services until payment is received by EnerNOC if payment is past-due by more than ten (10) business days; (ii) offset unpaid amounts due against any demand response payments to Customer; and/or (iii) terminate this SOW if Customer's non-payment continues for more than thirty (30) days following date of written notice of non-payment from EnerNOC. Such remedies are in addition to any legal or equitable remedies available to EnerNOC.

## 5. Customer Support Requirements.

- a. **Representations and Warranties.** Customer holds all applicable licenses and/or permits not otherwise facilitated by EnerNOC pursuant to the Agreement that are required for the proper participation in the Program, including any local licenses and/or permits necessary to utilize on-site electric generation.
- b. **Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Accepted Capacity at each Site Address when notified by EnerNOC during Demand Response Events. Customer and EnerNOC understand that the curtailable electrical capacity identified in the Site Address Attachment does not represent Accepted Capacity and is solely the Parties' best estimate of performance and that Accepted Capacity may vary.
- c. **General Support Requirements.** Customer agrees to provide or cause to be provided to EnerNOC contact, billing and energy usage data, and facility information concerning each Site Address ("Customer Data") as is necessary to support the Solutions, including, but not limited to: (i) at least twelve (12) months of historical utility bills and supply contracts; (ii) any account/supply point data including, without limitation, account numbers, meter serial numbers, meter identifiers, and change of tenancy information; (iii) square footage, operating hours (including holiday schedules) and average occupancy for each Site Address; (iv) major heating ventilation and air conditioning equipment, lighting type used, and any other significant equipment for each Site Address; (v) a contact list for all key personnel; and (vi) a letter of authorization or such other form as may be necessary for EnerNOC to act on behalf of Customer and interface directly with Customer's utility companies. Customer (x) represents that it has the right to provide Customer Data to EnerNOC and will provide Customer Data to EnerNOC in compliance with applicable legal requirements; (y) authorizes EnerNOC to use, copy, store, modify and display Customer Data for Customer's benefit and as expressly set forth in Section 5 of the EMA; and (z) authorizes EnerNOC to access Customer Data to provide quality assurance, perform software maintenance, and deliver customer service and technical support. During the SOW Term and for thirty (30) days following expiration or termination of this SOW, EnerNOC will preserve and maintain Customer Data. Thereafter, EnerNOC will have no obligation to preserve or return any Customer Data.

## 6. General Terms.

- a. **Provider Limitation.** Customer agrees not to contract with any other provider of the Solutions during the SOW Term.
- b. **Payments to Utilities or Other Suppliers.** In no event shall EnerNOC or its affiliates, directors, employees and agents (collectively, the "Indemnified Parties") be responsible or liable for payment of any utility bill of Customer or any amount Customer may owe to any utility or other supplier. To the fullest extent permitted by law, Customer shall defend and indemnify, at its own expense, any third party claim against the Indemnified Parties, that arise due to any allegation that the Indemnified Parties are responsible for payment of any utility bill of Customer or a portion thereof, or any other amounts due by Customer to any utility or other supplier. In connection with the foregoing indemnification obligations, Customer shall pay reasonable legal fees as incurred and such damages or costs as are finally awarded against EnerNOC or agreed to in settlement for such claim.
- c. **Termination.** Either Party may terminate this SOW (i) in the event of the other Party's material breach of this SOW, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; (iii) if the Program is materially altered, suspended or ended; or (iv) with respect to a Program in accordance with the terms set forth in the Program Rule Attachment for such Program.



IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this SOW by their authorized representatives as of the SOW Effective Date.

**EnerNOC, Inc.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Syracuse City**

Name: Ryan Mills \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_



## Program Rule Attachment A Irrigation Load Control

1. **Program Description.** Rocky Mountain Power's ("RMP") Irrigation Load Control ("ILC") enables Program participants to receive revenue for being available to reduce electricity consumption when demand for electricity is high and system reliability is at risk.
2. **Program Rules.** The terms of this SOW will reflect ILC Program terms and conditions, which may be amended from time to time by RMP, and the current terms of which are summarized in the table below:

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Program Availability</i>           | <p>The Program year will run from June 1 through September 30 ("Program Year").</p> <p>During the Program Year, Program events ("Program Events") may be called (i) between the nearest Monday on or before June 15 and the nearest Friday on or after August 15, yielding ten (10) weeks ("Program Period") and (ii) during non-holiday weekdays from 12:00 p.m. to 8:00 p.m. Mountain Time ("Program Hours").</p> <p>In addition, RMP may call voluntary events during the Program Year, ("Voluntary Events") that are outside Program Hours, the Program Period, or in excess of the maximum event frequency for a given Program Period. Customer's performance during Voluntary Events will not impact the calculation of Customer's Delivered Capacity, but Customer will earn Energy Payments as defined in Section 4(a)(ii) below in accordance with Customer's performance during any Voluntary Events.</p> <p>Program Events, Voluntary Events, and Test Events (as defined below) are collectively referred to herein as "Demand Response Events."</p> |
| <i>Program Enrollment</i>             | Enrollment for the Program takes place daily during the Program Year.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <i>Event Trigger</i>                  | Program Events may be called at RMP's discretion, and they are typically coincident with emergency conditions or peak demand on the electric grid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <i>Advanced Notification</i>          | <p>Customers will be notified the day before a Program Event. Notification will specify the clock time at which the Program Event will begin (the "Event Start Time") and may also include the best estimate of the clock time that a Program Event will end (the "Event End Time").</p> <p>Customers may be notified of Voluntary Events on the day of the Voluntary Event.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <i>Event Frequency &amp; Duration</i> | <p>There is a maximum of twenty (20) Program Events in a Program Period, with event duration ranging from a minimum of one (1) hour to a maximum of four (4) hours. There is a maximum of one (1) Program Event per day, twelve (12) hours per week and fifty-two (52) hours for the Program Period.</p> <p>Voluntary Events are not subject to the foregoing frequency and duration limitations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <i>Testing</i>                        | During each Program Year RMP may schedule one test event (a "Test Event") having a duration of no more than one (1) hour. Test Events will not count towards the Program Event limitations set forth above or payments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

Customer shall be considered enrolled in the Program and eligible to earn demand response payments as of the date indicated in the Program enrollment notification sent by EnerNOC to Customer; provided that Rocky Mountain Power has approved enrollment.

### 3. Customer Capacity.

- a. **Accepted Capacity.** For the purposes of this SOW, "Accepted Capacity" shall be the average of electric demand as measured by the ESS and as calculated during all Program Hours over the course of the Program Period, excluding Program Event days. An estimate of Accepted Capacity shall be determined based on analysis of Customer operations, consumption data and acceptance testing. Customer agrees that the Accepted Capacity may be adjusted by EnerNOC in the future to reflect Program rules, regulations and/or other relevant information.
- b. **Delivered Capacity.** At the end of the Program Period, "Delivered Capacity" will be either (i) Accepted Capacity, if a Program Event has not been initiated during the Program Period, or (ii), shall be determined as the product of (i) Accepted Capacity and (ii) the Participation Factor (as defined below), in the event a Program Event has been initiated during the Program Period.
- c. **Participation Factor.** For purposes of this SOW, "Participation Factor" equals (i) the number of Program Events in which

**CONFIDENTIAL AND PROPRIETARY**

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Customer performed, divided by (ii) the number of Program Events dispatched during the Program Period. Non-performance during a Program Event is considered to occur when Customer either (i) informs EnerNOC of non-participation in a specific Program Event, or (ii) does not reduce demand to 0 kilowatts for the duration of the Program Event. If there are greater than three (3) Program Events in a Program Period, the Participation Factor shall be proportional to the number of Program Events in which Customer performed. If there are three (3) Program Events in a Program Period, and Customer performs in at least one (1) Program Event, the Participation Factor shall be no less than 75%. If there are fewer than three (3) Program Events in a Program Period, the Participation Factor shall be no less than 75%.

#### 4. **Payments.**

##### a. **Payments to Customer.**

- i. **Capacity Payments.** EnerNOC will pay the Customer \$23.00 per kilowatt per Program Year, multiplied by the Delivered Capacity ("Capacity Payments"); provided that in the event the total sum of all Customers' Accepted Capacity enrolled in the Program during a given Program Year exceeds one hundred twenty-five (125) MW, Customer will be paid a bonus of \$2.00 per kilowatt for such Program Year.
  - ii. **Energy Payments.** For Voluntary Events, EnerNOC will pay Customer 100% of Energy Payments available from RMP in connection with Customer responding to a Voluntary Event when notified by EnerNOC ("Energy Payments").
  - iii. **Underperformance.** In no event shall Customer be penalized for underperformance or non-performance, other than to have future payments reduced to reflect Delivered Capacity as described in Section 3(b) above.
- b. **Payment Timing.** EnerNOC shall make all payments associated with Customer's participation in the ILC annually at the end of the Program Year, and such payment shall be made within forty-five (45) days of EnerNOC's receipt of total annual payment from RMP.

#### 5. **Additional Terms.**

- a. **Load Shifting.** Customer hereby acknowledges and agrees that as a condition to participation in the Program, Customer will not shift irrigation loads between Site Addresses served by RMP or change operating behavior for the express purpose of affecting Accepted Capacity or Delivered Capacity during the Program Period. In the event EnerNOC determines, in its sole discretion, that Customer is in violation of the foregoing covenant, EnerNOC may immediately terminate this SOW.
- b. **Program Participation.** EnerNOC reserves the right to reduce Customer's Accepted Capacity to zero (0) kW and/or terminate this SOW in the event that either (i) capacity is not available in the Program for a given Program Period or (ii) Customer alters, disassembles, or disconnects an ESS.



**Site Address Attachment  
Site Addresses**

| Site Name                                | Site Address                                          | Enablement Fee | # of Meters | # of Ancillary Data Streams | Enablement Plan Required (Yes/No)? | Demand Response Program Attachment | Estimated Capacity (kW) |
|------------------------------------------|-------------------------------------------------------|----------------|-------------|-----------------------------|------------------------------------|------------------------------------|-------------------------|
| Syracuse City - Freeport Pumping Station | F1 Freeport Center<br>Clearfield, Clearfield<br>84015 | \$0            | 0           | 0                           | No                                 | A                                  | 203                     |
| Syracuse City - Jensen Pumping Station   | 3200 South Bluff Road<br>Syracuse, UT 84075           | \$0            | 0           | 0                           | No                                 | A                                  | 177                     |
| Syracuse City - Bluff Pumping Station    | 1801 South Bluff Road<br>Syracuse, UT 84075           | \$0            | 0           | 0                           | No                                 | A                                  | 203                     |



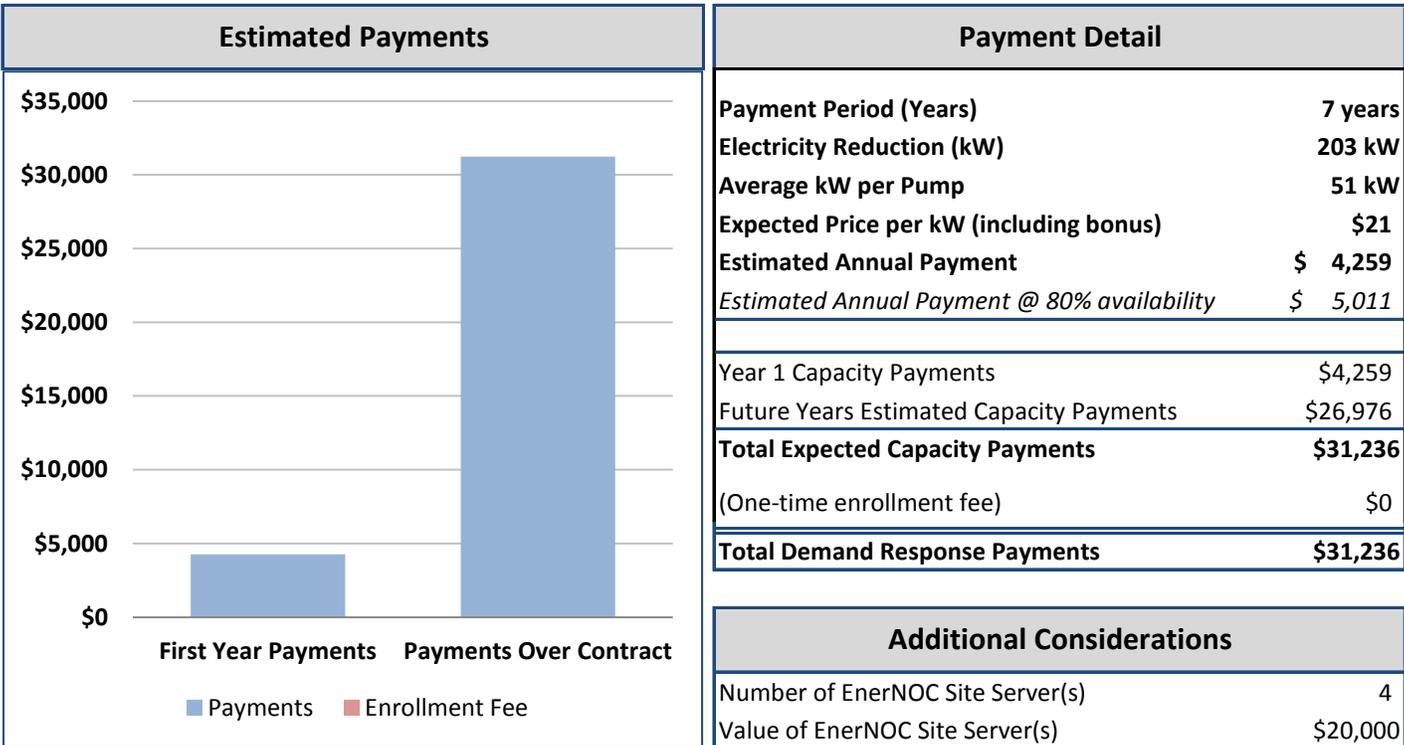
## Irrigation Load Control Earnings Estimate

Prepared for:  
 Ryan Mills  
 Water Superintendent, Syracuse City  
 RE: Irrigation Load Control at Syracuse City

George Neble  
 Irrigation Account Manager  
 617-535-7492  
 gneble@enernoc.com

**Total Demand Response Earnings Estimate: \$31,236**

**Financial Benefit Including Equipment Installation: \$51,236**



### Additional Benefits

|                                                                                                                                       |                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>● Free real time energy meters</li> <li>● Free meter installation &amp; maintenance</li> </ul> | <ul style="list-style-type: none"> <li>● Online access to your real time energy usage through the DemandSMART™ portal</li> </ul> |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|

|                                                                                               |                                                                               |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>● Protect your operation and your community</li> </ul> | <ul style="list-style-type: none"> <li>● Avoided electricity costs</li> </ul> |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|

*Estimated earnings estimate valid for 30 days. Final payments determined by average availability and participation at the end of each season.*



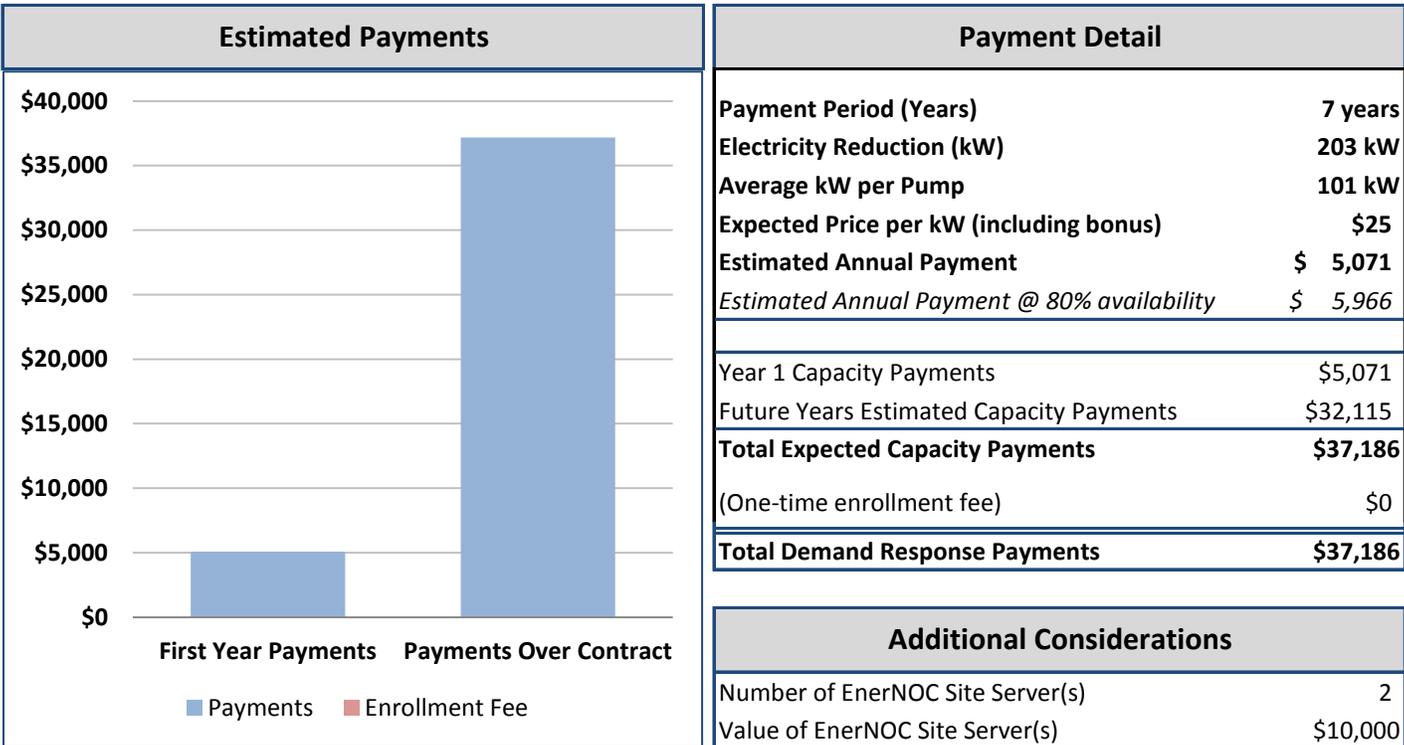
# Irrigation Load Control Earnings Estimate

Prepared for:  
 Ryan Mills  
 Water Superintendent, Syracuse City  
 RE: Irrigation Load Control at Syracuse City

George Neble  
 Irrigation Account Manager  
 617-535-7492  
 gneble@enernoc.com

**Total Demand Response Earnings Estimate: \$37,186**

**Financial Benefit Including Equipment Installation: \$47,186**



**Additional Benefits**

|                                                                                                                                       |                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>● Free real time energy meters</li> <li>● Free meter installation &amp; maintenance</li> </ul> | <ul style="list-style-type: none"> <li>● Online access to your real time energy usage through the DemandSMART™ portal</li> </ul> |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|

|                                                                                               |                                                                               |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>● Protect your operation and your community</li> </ul> | <ul style="list-style-type: none"> <li>● Avoided electricity costs</li> </ul> |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|

*Estimated earnings estimate valid for 30 days. Final payments determined by average availability and participation at the end of each season.*



## Irrigation Load Control Earnings Estimate

Prepared for:  
 Ryan Mills  
 Water Superintendent, Syracuse City  
 RE: Irrigation Load Control at Syracuse City

George Neble  
 Irrigation Account Manager  
 617-535-7492  
 gneble@enernoc.com

**Total Demand Response Earnings Estimate: \$27,331**

**Financial Benefit Including Equipment Installation: \$37,331**

| Estimated Payments                                                                                                                                                                                                                                                | Payment Detail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------|---------------------------------|----------|---------------------|-------|-----------------------------------------|------|--------------------------|----------|---------------------------------------------|----------|--|--|--------------------------|---------|------------------------------------------|----------|-----------------------------------------|-----------------|---------------------------|-----|---------------------------------------|-----------------|
| <p style="text-align: center;"> <span style="color: blue;">■</span> Payments    <span style="color: red;">■</span> Enrollment Fee                 </p>                                                                                                            | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Payment Period (Years)</td><td style="text-align: right;">7 years</td></tr> <tr><td>Electricity Reduction (kW)</td><td style="text-align: right;">177 kW</td></tr> <tr><td>Average kW per Pump</td><td style="text-align: right;">89 kW</td></tr> <tr><td>Expected Price per kW (including bonus)</td><td style="text-align: right;">\$21</td></tr> <tr><td>Estimated Annual Payment</td><td style="text-align: right;">\$ 3,727</td></tr> <tr><td>Estimated Annual Payment @ 80% availability</td><td style="text-align: right;">\$ 4,385</td></tr> <tr><td colspan="2"> </td></tr> <tr><td>Year 1 Capacity Payments</td><td style="text-align: right;">\$3,727</td></tr> <tr><td>Future Years Estimated Capacity Payments</td><td style="text-align: right;">\$23,604</td></tr> <tr><td><b>Total Expected Capacity Payments</b></td><td style="text-align: right;"><b>\$27,331</b></td></tr> <tr><td>(One-time enrollment fee)</td><td style="text-align: right;">\$0</td></tr> <tr><td><b>Total Demand Response Payments</b></td><td style="text-align: right;"><b>\$27,331</b></td></tr> </table> | Payment Period (Years)           | 7 years | Electricity Reduction (kW)      | 177 kW   | Average kW per Pump | 89 kW | Expected Price per kW (including bonus) | \$21 | Estimated Annual Payment | \$ 3,727 | Estimated Annual Payment @ 80% availability | \$ 4,385 |  |  | Year 1 Capacity Payments | \$3,727 | Future Years Estimated Capacity Payments | \$23,604 | <b>Total Expected Capacity Payments</b> | <b>\$27,331</b> | (One-time enrollment fee) | \$0 | <b>Total Demand Response Payments</b> | <b>\$27,331</b> |
| Payment Period (Years)                                                                                                                                                                                                                                            | 7 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| Electricity Reduction (kW)                                                                                                                                                                                                                                        | 177 kW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| Average kW per Pump                                                                                                                                                                                                                                               | 89 kW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| Expected Price per kW (including bonus)                                                                                                                                                                                                                           | \$21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| Estimated Annual Payment                                                                                                                                                                                                                                          | \$ 3,727                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| Estimated Annual Payment @ 80% availability                                                                                                                                                                                                                       | \$ 4,385                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
|                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| Year 1 Capacity Payments                                                                                                                                                                                                                                          | \$3,727                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| Future Years Estimated Capacity Payments                                                                                                                                                                                                                          | \$23,604                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| <b>Total Expected Capacity Payments</b>                                                                                                                                                                                                                           | <b>\$27,331</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| (One-time enrollment fee)                                                                                                                                                                                                                                         | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| <b>Total Demand Response Payments</b>                                                                                                                                                                                                                             | <b>\$27,331</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| <b>Additional Considerations</b>                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Number of EnerNOC Site Server(s)</td><td style="text-align: right;">2</td></tr> <tr><td>Value of EnerNOC Site Server(s)</td><td style="text-align: right;">\$10,000</td></tr> </table> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Number of EnerNOC Site Server(s) | 2       | Value of EnerNOC Site Server(s) | \$10,000 |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| Number of EnerNOC Site Server(s)                                                                                                                                                                                                                                  | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |
| Value of EnerNOC Site Server(s)                                                                                                                                                                                                                                   | \$10,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |         |                                 |          |                     |       |                                         |      |                          |          |                                             |          |  |  |                          |         |                                          |          |                                         |                 |                           |     |                                       |                 |

**Additional Benefits**

|                                                                                                                                   |                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Free real time energy meters</li> <li>Free meter installation &amp; maintenance</li> </ul> | <ul style="list-style-type: none"> <li>Online access to your real time energy usage through the DemandSMART™ portal</li> </ul> |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|

|                                                                                             |                                                                             |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Protect your operation and your community</li> </ul> | <ul style="list-style-type: none"> <li>Avoided electricity costs</li> </ul> |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|

*Estimated earnings estimate valid for 30 days. Final payments determined by average availability and participation at the end of each season.*



# COUNCIL AGENDA

January 13, 2015

Agenda Item “f”

Award and authorize Administration to execute agreement with E.K. Bailey for 3000 West culinary and secondary waterline project.

***Factual Summation***

- Any question regarding this agenda item may be directed at Public Works Director Whiteley.
- Please see attached supporting documentation provided by Mr. Whiteley.

***Recommendation***

***Authorize Administration to execute agreement with E.K. Bailey for 3000 West culinary and secondary waterline project.***



January 6, 2015

Mr. Brody Bovero, City Manager  
Syracuse City Corporation  
1979 West 1900 South  
Syracuse, Utah 84075

Re: Recommendation for Award of Contract  
3000 West Culinary & Secondary Waterline Project

Dear Brody:

Enclosed is the bid tabulation for the bids opened January 6, 2015 for the above referenced project. This project will replace the old 4" secondary water main with a new 8" secondary water main and abandon an 8" culinary water main on 3000 West from 700 South north to the City border (200 South).

The low bidder and bid amount are as follows:

Low Bidder: E. K. Bailey Construction, Inc.  
1243 North Washington Blvd  
Ogden, Utah 84414  
Telephone: (801)-645-0058  
Bid Amount: \$394,195.63  
Engineer's Probable Cost Opinion: \$570,000.00

We have reviewed the submitted bid from all bidders and recommend awarding the contract to E. K. Bailey Construction, Inc.

Sincerely,

Robert Whiteley  
Public Works Director



## MEMORANDUM

**To:** Mayor and City Council  
**From:** Public Works Department  
**Date:** January 6, 2015  
**Subject:** Bid Award for 3000 West Culinary & Secondary Waterline Project

### Background:

This culinary and secondary waterline project is one that was identified on our list presented to city council as a high priority due to the age and restrictions the existing undersized lines place on the system. This project will involve the replacement of an existing 4" secondary main with an 8" main and abandonment of an existing 8" culinary main on 3000 West from 700 South north to the City border (200 South).

Public Works is pleased with the bid results and recommends awarding the project to E. K. Bailey Construction, Inc.

### Schedule:

The construction will begin as soon as contract documents are in place and will be completed by early summer of 2015.

### Cost:

The bid amount for the total project was \$394,195.63 and the funding breakdown is as follows:

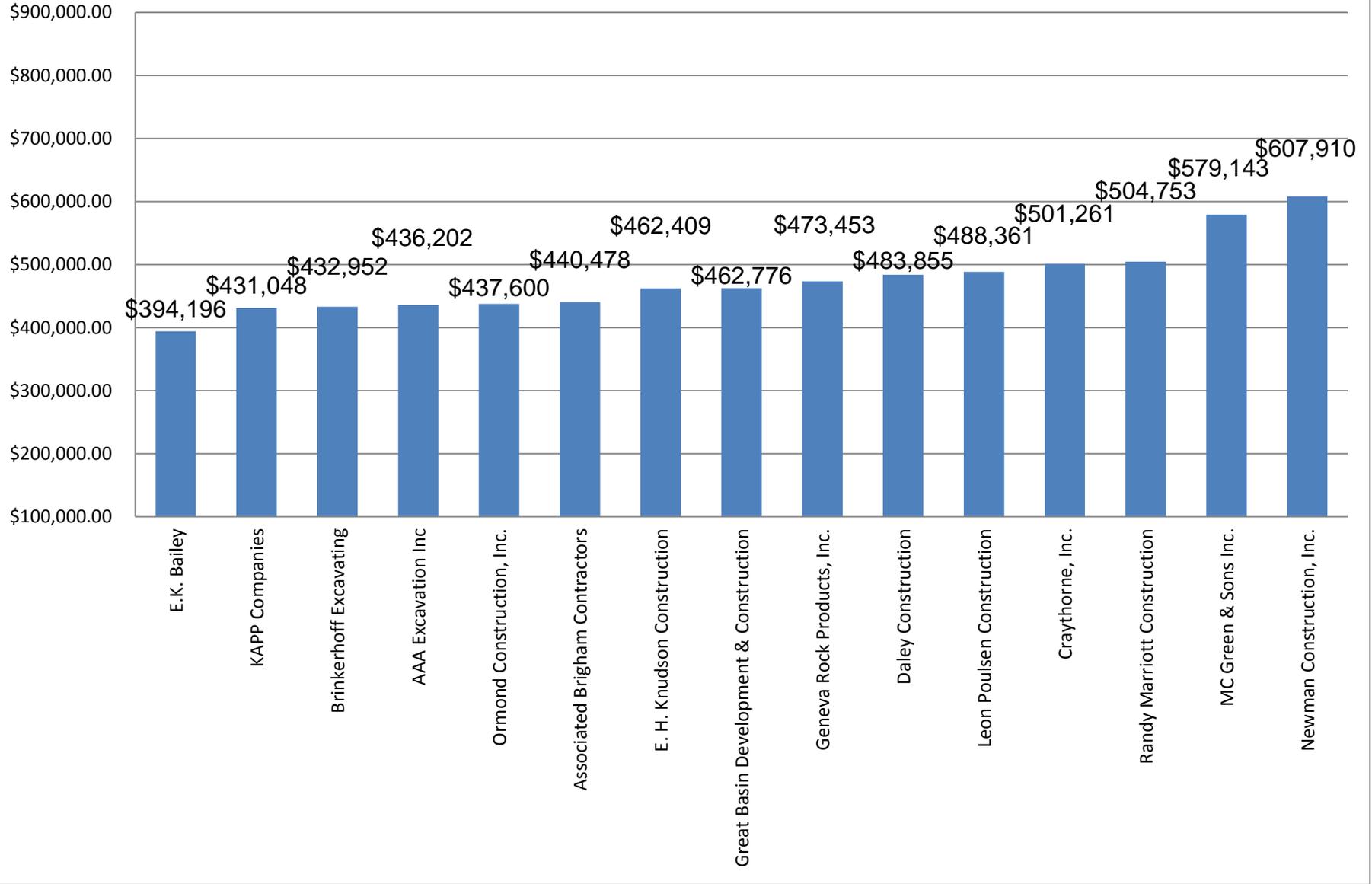
|                   | <b>Culinary<br/>Capital</b> | <b>Secondary<br/>Capital</b> | <b>Sewer<br/>Capital</b> |              |
|-------------------|-----------------------------|------------------------------|--------------------------|--------------|
| <b>Total</b>      | \$151,360.04                | \$236,033.87                 | \$6,801.72               | \$394,195.63 |
| <b>Budget</b>     | \$251,000.00                | \$410,000.00                 | \$10,000.00              | \$671,000.00 |
| <b>Difference</b> | \$99,639.96                 | \$173,966.13                 | \$3,198.28               | \$276,804.37 |

### Recommendation:

We recommend that the bid be awarded to E. K. Bailey Construction, Inc.

# Bid Tabulation

## 3000 West Culinary & Secondary Waterline Project



# SYRACUSE CITY CORPORATION

## 3000 WEST CULINARY & SECONDARY WATERLINE PROJECT

LAST UPDATED:  
DECEMBER 1, 2014

DRAWN BY: BB

3000 WEST CULINARY & SECONDARY  
WATERLINE PROJECT

COVER



DECEMBER 2014

WO 2015-01

SHEET:  
1 OF 16





# COUNCIL AGENDA

January 13, 2015

Agenda Item # **g.i**      **General Plan Amendment**  
**General Commercial to Planned Residential**  
**1600 W 1700 S requested by Q-2 LLC**

***Factual Summation***

Please see the attached:

- a. General Plan Maps & Resolution 15-01

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

**Background**

The current general plan designation for this parcel is General Commercial. The applicant has requested to break up the parcel and zone the northern part as Planned Residential Development while leaving a little over one half acre along Antelope Drive in the General Commercial zoning. The applicant has indicated intent to develop a 55 and older patio home community. A rezone will also be required upon approval of this application.

The applicant requested both portions of his property adjacent to Banbury Dr. be General Planned PRD. The Planning Commission did not feel that the PRD zone was appropriate for the west side of Banbury. The applicant requested a recommendation on the east portion of the property and will amend his application to address a more suitable zone for the west parcel.

**Recommendation**

The Planning Commission recommends approval to the City Council for the General Plan Amendments for the following:

Property owned by Q-2, LLC, at approximately 1600 W 1700 S, from General Commercial to PRD (Planned Residential Development), subject to all applicable requirements of the City's municipal codes



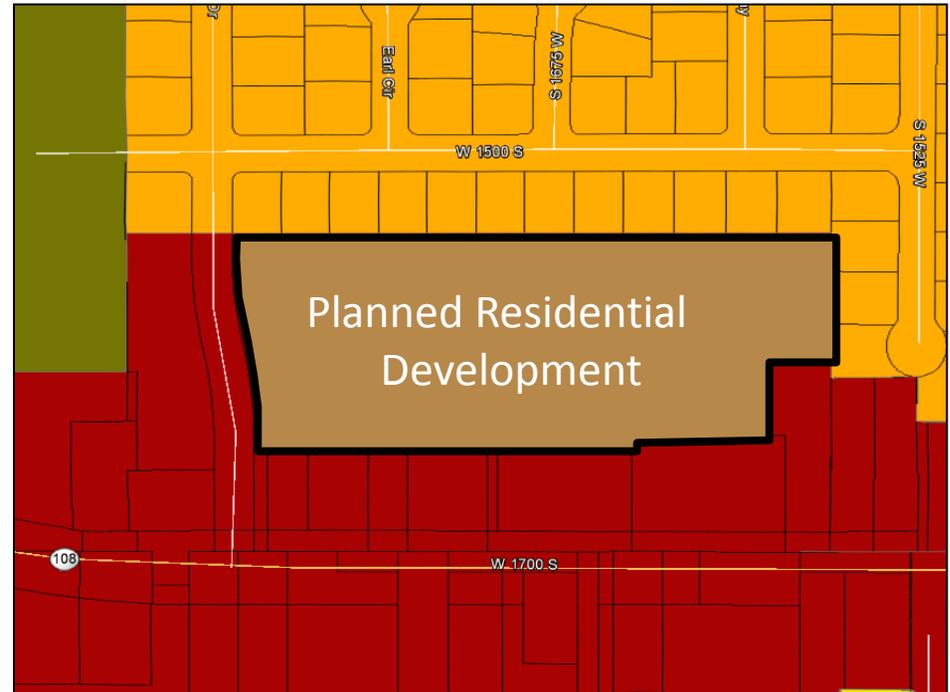
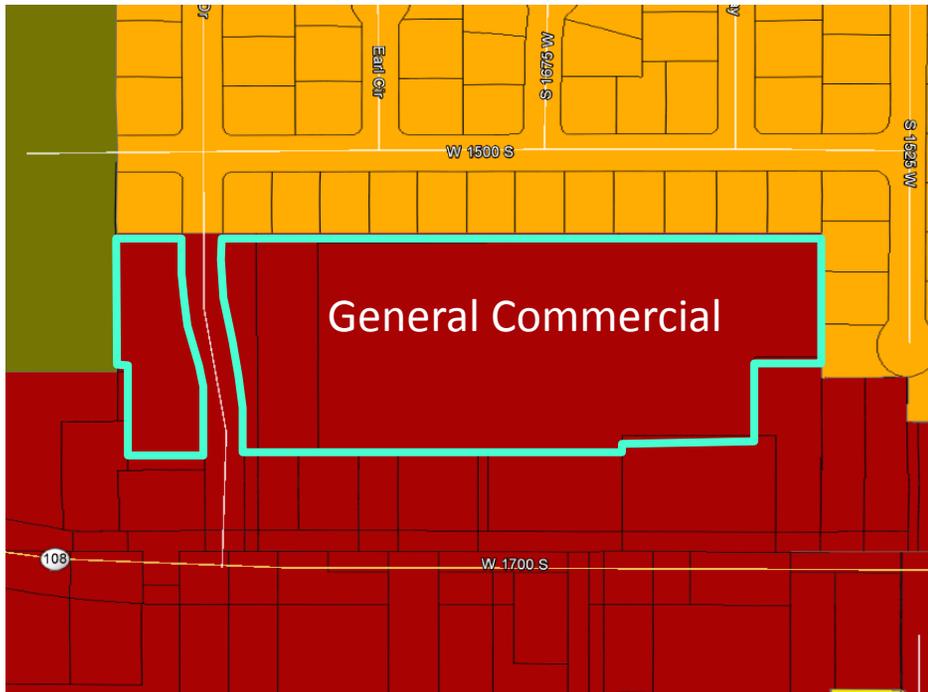
# General Plan PC Recommendation

## Q-2 LLC 1600 W 1700 S



Existing General Plan Map

General Plan Request



- |                                                                                     |                                    |                                                                                       |                          |
|-------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------|--------------------------|
|  | Agriculture A-1                    |  | Commercial II            |
|  | R-1 (2.90 dwellings per net acre)  |  | General Commercial Zone  |
|  | R-2 (3.79 dwellings per net acre)  |  | Industrial Zone          |
|  | R-3 (5.44 dwellings per net acre)  |  | Town Center Overlay Zone |
|  | PRD (8.0 dwellings per net acre)   |  | Sensitive Overlay Zone   |
|  | R-4 (14.52 dwellings per net acre) |  | RDA & EDA Boundary       |
|  | Professional Office                |                                                                                       |                          |

## **RESOLUTION R15-02**

### **A RESOLUTION OF THE SYRACUSE CITY COUNCIL AMENDING THE SYRACUSE CITY GENERAL PLAN LAND USE MAP ADOPTED IN 1976, AS AMENDED.**

**WHEREAS**, in 1967 a Syracuse Preliminary Master Plan was prepared for the Syracuse Planning Commission as a part of the Davis County Master Plan Program, said preliminary plan being prepared by R. Clay Allred and Associates, Planning Consultants; and

**WHEREAS**, in 1976 a Comprehensive Plan for Syracuse was prepared by the Davis County Planning Commission with assistance of Architects/Planners Alliance Planning Consultants and Wayne T. Van Wagoner and Associates, Traffic and Transportation Consultants which plan was financially aided by a grant from the Department of Housing and Urban Development through the Utah State Department of Community Affairs; and

**WHEREAS**, the 1976 Comprehensive Plan was amended in 1988 and the title changed to the Syracuse City Master Plan; and

**WHEREAS**, The Syracuse City General Plan was again amended in 1996, 1999, 2003, 2006, 2009, 2011, 2012, 2013, and 2014 to incorporate appropriate and necessary changes to the General Plan as approved at that time; and

**WHEREAS**, the Syracuse City Planning Commission adopted a process in 2012, where an applicant may apply for a Syracuse City General Plan update outside of the traditional district review; and

**WHEREAS**, public hearings have been held by the Planning Commission to receive public input regarding proposed changes; and

**WHEREAS**, the Planning Commission has recommended approval of the proposed amendments to the General Plan concluding that the proposed amendments provide development objectives with respect to the most desirable use of land within the City for subject property which benefit the physical, social, economic, and governmental development of the City and to promote the general welfare and prosperity of its residents;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Adoption.** That the proposed amendments to the Syracuse City General Plan Land Use Map, attached hereto as Exhibit A, are hereby adopted and any ordinances or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 3. No Repeal.** This Resolution is not intended and shall not be construed as a repealer of any previously adopted ordinance or resolution and is specifically intended to clarify and supplement existing City ordinances, rules and regulations.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 13<sup>th</sup> DAY OF JANUARY, 2015.**

**SYRACUSE CITY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, CMC  
City Recorder

By: \_\_\_\_\_  
Terry Palmer  
Mayor

**EXHIBIT “A”**



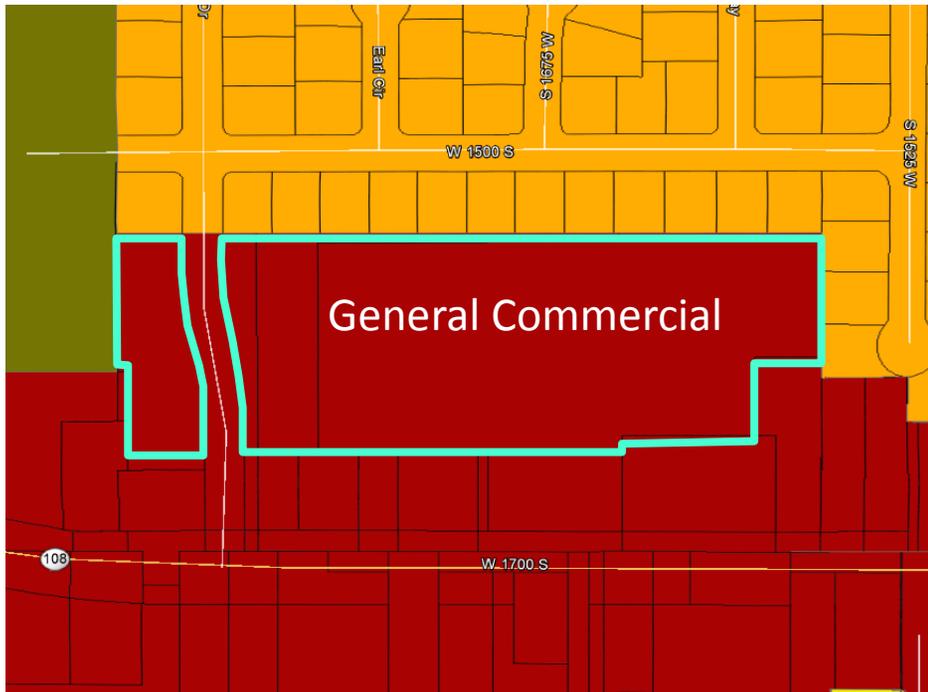
# General Plan Request

## Q-2 LLC 1600 W 1700 S



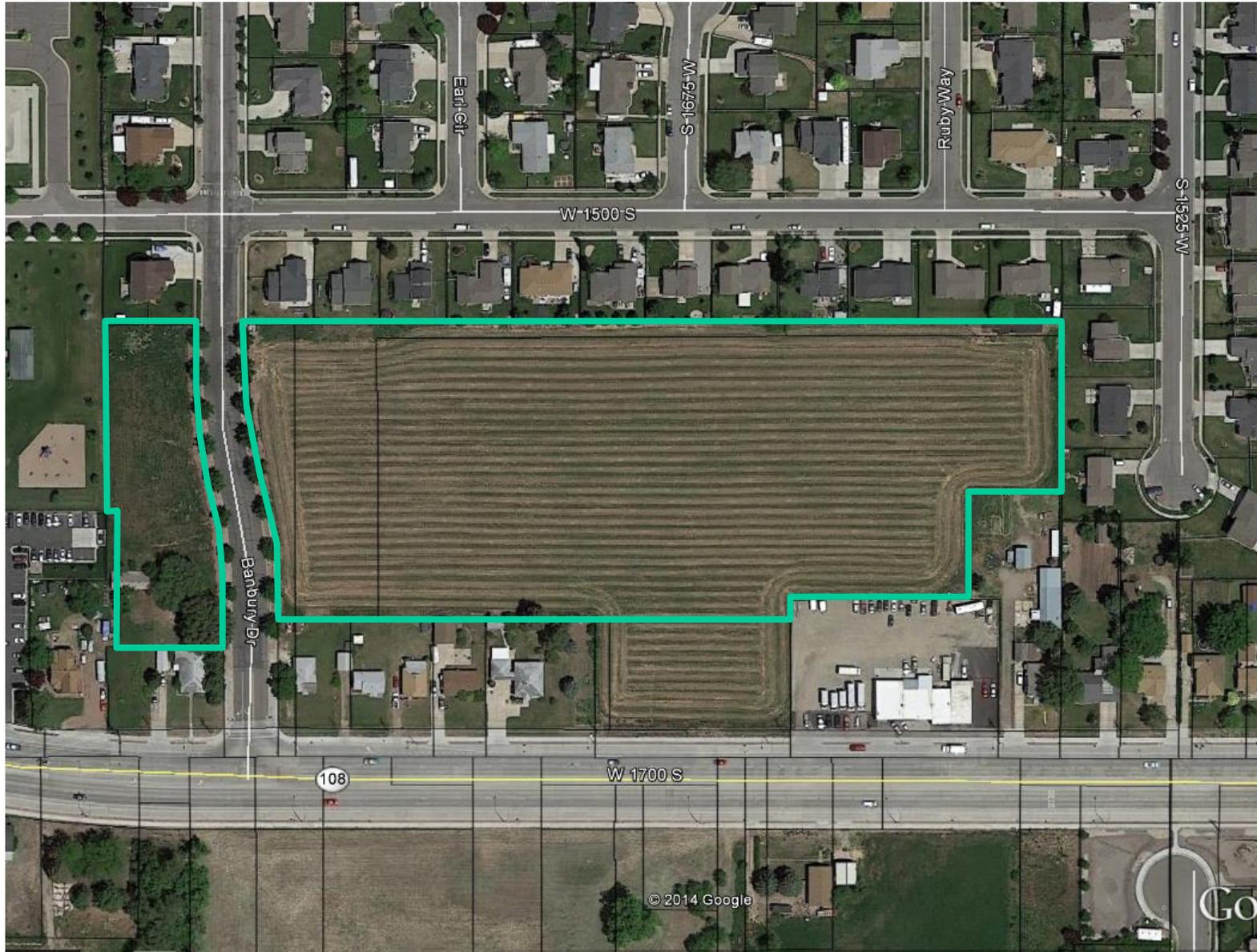
Existing General Plan Map

General Plan Request



- |                                                                                     |                                    |                                                                                       |                          |
|-------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------|--------------------------|
|  | Agriculture A-1                    |  | Commercial II            |
|  | R-1 (2.90 dwellings per net acre)  |  | General Commercial Zone  |
|  | R-2 (3.79 dwellings per net acre)  |  | Industrial Zone          |
|  | R-3 (5.44 dwellings per net acre)  |  | Town Center Overlay Zone |
|  | PRD (8.0 dwellings per net acre)   |  | Sensitive Overlay Zone   |
|  | R-4 (14.52 dwellings per net acre) |  | RDA & EDA Boundary       |
|  | Professional Office                |                                                                                       |                          |

# Q-2 LLC 1600 W 1700 S





# COUNCIL AGENDA

January 13, 2015

Agenda Item # **g.ii**

## **General Plan Amendment**

**Neighborhood Services/R-3 to Professional Office  
1407 S 2000 W requested by Q-2 LLC**

### ***Factual Summation***

Please see the attached:

- a. General Plan Maps & Resolution 15-02
- b. Email from Randy Jeffries

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

### **Background**

The current general plan designation for this parcel is Neighborhood Services and R-3 Residential. The applicant has requested a change to Professional Office. This lot is very long and narrow making it very difficult for residential development. The General Commercial zone will allow for increased development possibilities including a potential assisted living facility. City staff has no issues with this request.

The Planning Commission held a public hearing on the request on January 6, 2015.

Staff had a concern that this property was within a High Priority Corridor designated by UDOT and therefore restricted from final action pending notification to UDOT and a 45 day waiting period. Please see the attached email from Randy Jeffries noting that this parcel is not affected by the widening of 2000 West and no waiting period is required.

### **Recommendation**

The Planning Commission recommends approval to the City Council for the General Plan Amendments for the following:

Property owned by Q-2, LLC, at approximately 1407 S 2000 W, from Neighborhood Services and R-3 to Professional Office, subject to all applicable requirements of the City's municipal codes

## **RESOLUTION R15-03**

### **A RESOLUTION OF THE SYRACUSE CITY COUNCIL AMENDING THE SYRACUSE CITY GENERAL PLAN LAND USE MAP ADOPTED IN 1976, AS AMENDED.**

**WHEREAS**, in 1967 a Syracuse Preliminary Master Plan was prepared for the Syracuse Planning Commission as a part of the Davis County Master Plan Program, said preliminary plan being prepared by R. Clay Allred and Associates, Planning Consultants; and

**WHEREAS**, in 1976 a Comprehensive Plan for Syracuse was prepared by the Davis County Planning Commission with assistance of Architects/Planners Alliance Planning Consultants and Wayne T. Van Wagoner and Associates, Traffic and Transportation Consultants which plan was financially aided by a grant from the Department of Housing and Urban Development through the Utah State Department of Community Affairs; and

**WHEREAS**, the 1976 Comprehensive Plan was amended in 1988 and the title changed to the Syracuse City Master Plan; and

**WHEREAS**, The Syracuse City General Plan was again amended in 1996, 1999, 2003, 2006, 2009, 2011, 2012, 2013, and 2014 to incorporate appropriate and necessary changes to the General Plan as approved at that time; and

**WHEREAS**, the Syracuse City Planning Commission adopted a process in 2012, where an applicant may apply for a Syracuse City General Plan update outside of the traditional district review; and

**WHEREAS**, public hearings have been held by the Planning Commission to receive public input regarding proposed changes; and

**WHEREAS**, the Planning Commission has recommended approval of the proposed amendments to the General Plan concluding that the proposed amendments provide development objectives with respect to the most desirable use of land within the City for subject property which benefit the physical, social, economic, and governmental development of the City and to promote the general welfare and prosperity of its residents;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Adoption.** That the proposed amendments to the Syracuse City General Plan Land Use Map, attached hereto as Exhibit A, are hereby adopted and any ordinances or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 3. No Repeal.** This Resolution is not intended and shall not be construed as a repealer of any previously adopted ordinance or resolution and is specifically intended to clarify and supplement existing City ordinances, rules and regulations.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 13<sup>th</sup> DAY OF JANUARY, 2015.**

**SYRACUSE CITY**

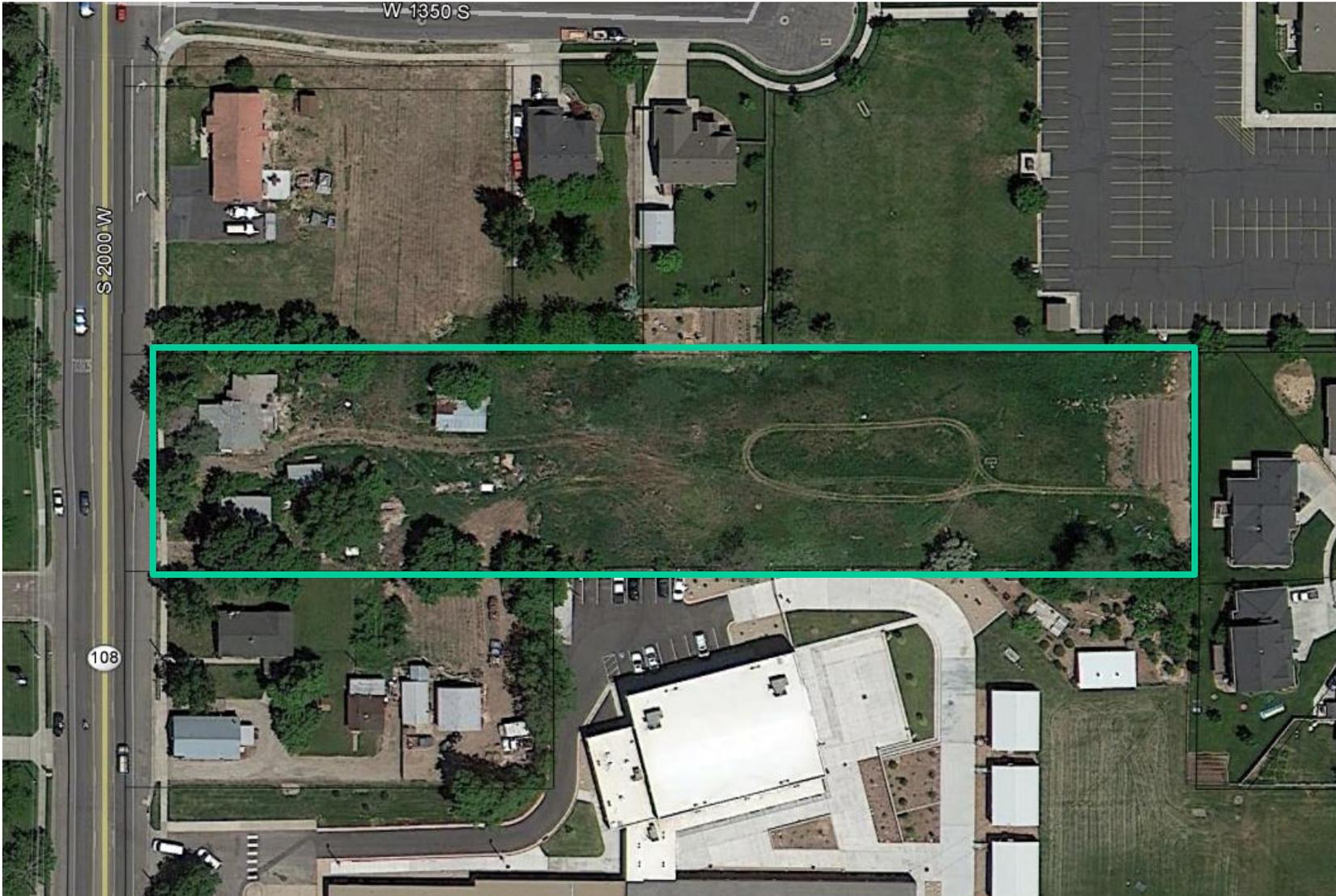
ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, CMC  
City Recorder

By: \_\_\_\_\_  
Terry Palmer  
Mayor

**EXHIBIT “A”**

# Q-2 LLC 1407 S 2000 W





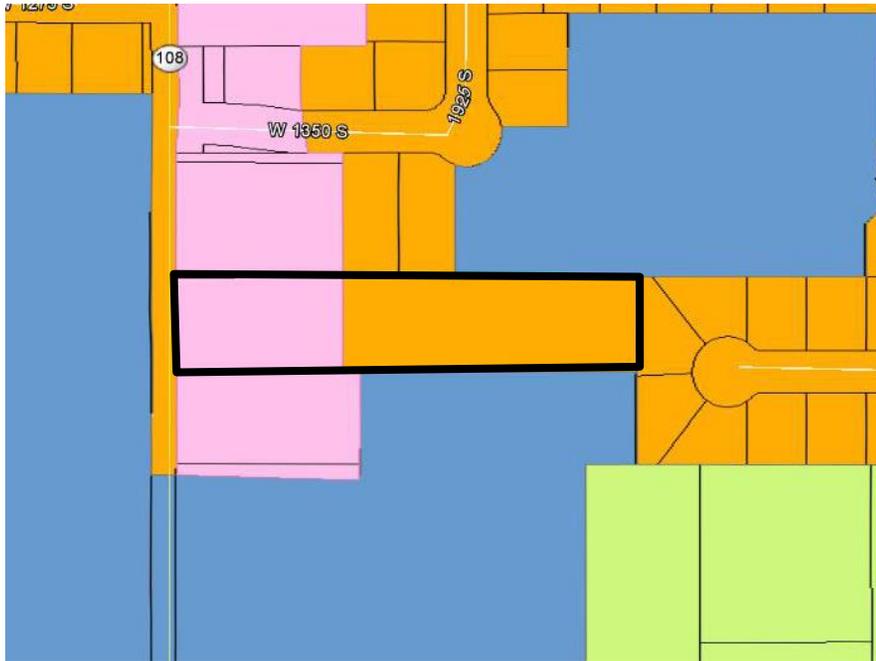
# General Plan Request

## Q-2 LLC 1407 S 2000 W



Existing General Plan Map

General Plan Request



- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- PRD (8.0 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Professional Office

- Neighborhood Services
- General Commercial Zone
- Industrial Zone
- Town Center Overlay Zone
- Sensitive Overlay Zone
- RDA & EDA Boundary

## **Sherrie Christensen**

---

**From:** Randy Jefferies <rjefferies@utah.gov>  
**Sent:** Wednesday, January 07, 2015 10:49 AM  
**To:** Sherrie Christensen  
**Subject:** SR-108 Craythorne Properties  
**Attachments:** SR-108 Maps.pdf

Sherrie - Mayor Craythorne contacted me and it turns out his properties are not impacted by the alignment since we widen to the west side of the road there. So there is no need for us to do an advanced acquisition, and thus no need for the 45 day hold. I've attached the maps.



# COUNCIL AGENDA

January 13, 2015

Agenda Item # **g.iii**      **Rezone Request**  
**R-3 to Professional Office**  
**1407 S 2000 W requested by Q-2 LLC**

***Factual Summation***

Please see the attached:

- a. Zoning Maps & Ordinance 15-01
- b. Email from Randy Jeffries

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

**Background**

As presented this property is contingent upon the previous General Plan Amendment. The applicant has requested a change to Professional Office. This lot is very long and narrow making it very difficult for residential development. The Professional Office zone will allow for increased development possibilities including a potential assisted living facility. City staff has no issues with this request.

The Planning Commission held a public hearing on the request on January 6, 2015.

Staff had a concern that this property was within a High Priority Corridor designated by UDOT and therefore restricted from final action pending notification to UDOT and a 45 day waiting period. Please see the attached email from Randy Jeffries noting that this parcel is not affected by the widening of 2000 West and no waiting period is required.

**Recommendation**

The Planning Commission recommends approval to the City Council for the Rezone request for the following:

Property owned by Q-2, LLC, at approximately 1407 S 2000 W, from R-3 to Professional Office, subject to all applicable requirements of the City's municipal codes

**ORDINANCE NO. 15-01**

**AN ORDINANCE AMENDING THE EXISTING ZONING MAP OF TITLE X, "SYRACUSE CITY ZONING ORDINANCE", REVISED ORDINANCES OF SYRACUSE, 1971, BY CHANGING FROM RESIDENTIAL (R-3) ZONE TO PROFESSIONAL OFFICE (PO) ZONE ON THE PARCEL(S) OF REAL PROPERTY HEREIN DESCRIBED.**

**WHEREAS**, the City has adopted a Zoning Ordinance to regulate land use and development within the corporate boundaries of the City; and

**WHEREAS**, Chapter Four of the Ordinance authorizes the City Council to amend the number, shape, boundaries, or any area of any zone; and

**WHEREAS**, a request for rezone has been made; the same has been recommended for approval by the Planning Commission; and a public hearing has been held with the proper notice having been given 10-days prior to the hearing date;

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF SYRACUSE DAVIS COUNTY, STATE OF UTAH, AS FOLLOWS:**

**SECTION 1:** That the following described real parcels of property in Residential (R-3) Zone as shown on a zoning map are hereby amended and to Professional Office (PO) Zone accordingly:

**Deed Description**

Legal Description

BEG 10 CHS E & N 0°09'42" E 132.00 FT OF SW COR OF N 1/2 OF SW 1/4 OF SEC 10-T4N-R2W, SLM; TO W LN OF BUMBLEBERRY SUBD PHASE 3, TH N 133.41 FT; TH W 659.91 FT; M/L; S 2 CHS, TH E 660.0 FT TO POB

Said property is located at approximately 1407 S 2000 W, Syracuse.  
Parcel(s) #12-052-0107

**SECTION 2: Effective Date.** This Ordinance shall become effective immediately upon publication or posting.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 13<sup>TH</sup> DAY OF JANUARY, 2015.**

**SYRACUSE CITY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, City Recorder

\_\_\_\_\_  
Mayor Terry Palmer

Voting by the City Council:

|                        | “AYE” | “NAY” |
|------------------------|-------|-------|
| Councilmember Peterson | _____ | _____ |
| Councilmember Lisonbee | _____ | _____ |
| Councilmember Duncan   | _____ | _____ |
| Councilmember Johnson  | _____ | _____ |
| Councilmember Gailey   | _____ | _____ |



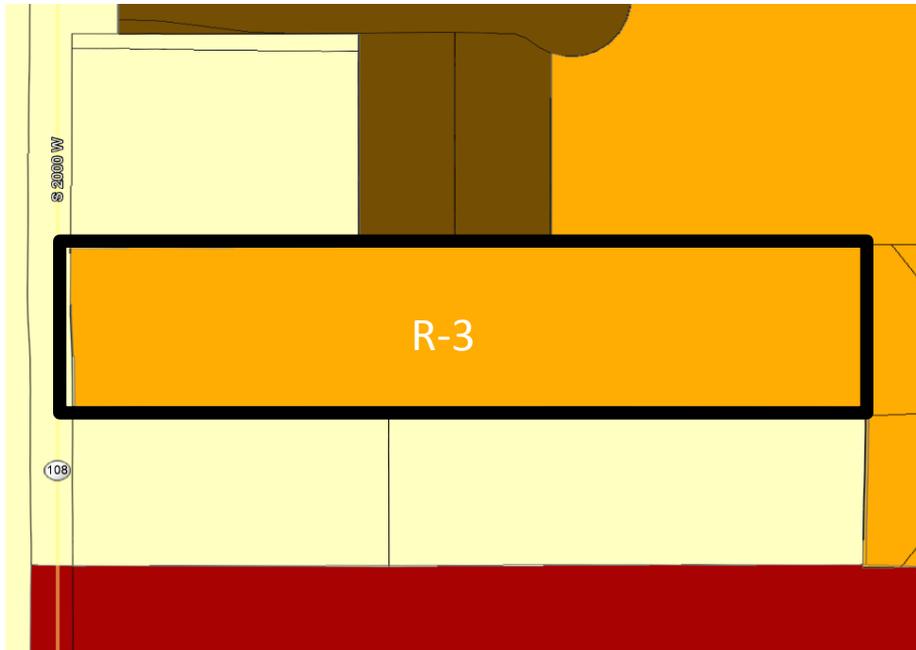
# Rezone Request

## Q-2 LLC 1407 S 2000 W



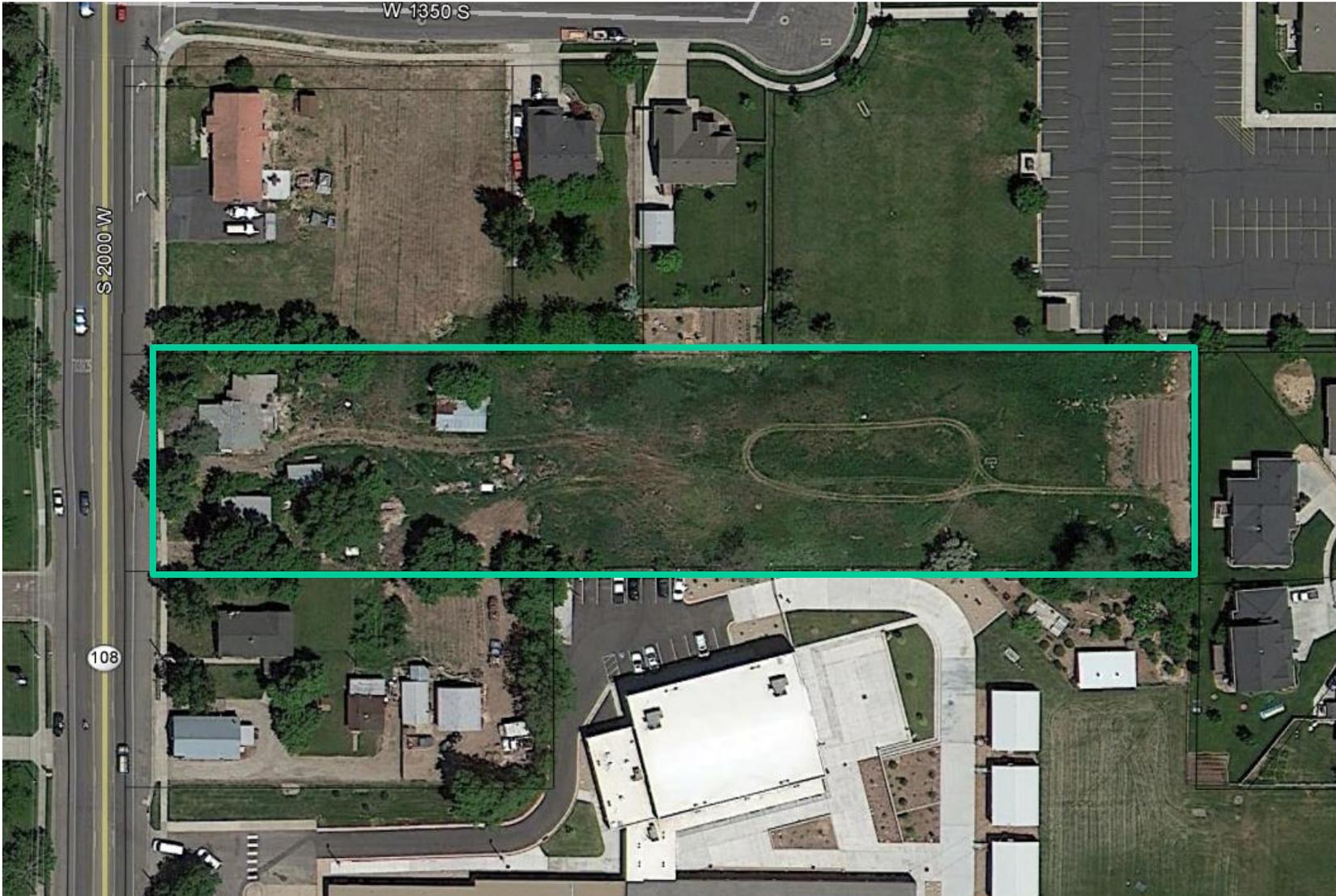
Existing Zoning Map

Proposed Zoning Request



- |                                                                                                                        |                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
|  Agriculture A-1                    |  Neighborhood Services    |
|  R-1 (2.90 dwellings per net acre)  |  General Commercial Zone  |
|  R-2 (3.79 dwellings per net acre)  |  Industrial Zone          |
|  R-3 (5.44 dwellings per net acre)  |  Town Center Overlay Zone |
|  PRD (8.0 dwellings per net acre)   |  Sensitive Overlay Zone   |
|  R-4 (14.52 dwellings per net acre) |  RDA & EDA Boundary       |
|  Professional Office                |                                                                                                                |

# Q-2 LLC 1407 S 2000 W





# COUNCIL AGENDA

January 13, 2015

Agenda Item #g.iv Final Plat-Ninigret North Subdivision-II.

## ***Factual Summation***

Please see the following attachments:

- Aerial
- Final plat drawings
- City Engineer's review
- Planning Department's review
- Fire Department's review
- Exhibits A-G

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

**Item:** City Council Final Plat Approval of the Ninigret North Subdivision, Phase 2: Ninigret LLC located at approximately 1550 W 200 South, 6 lots, 16.7 Acres, General Commercial & R-3 Residential Zones

## **Background**

The Council approved the preliminary plat but requested the staff confirm that the commercial zone north of the school site and along SR-193 is in conformance with general plan and zoning maps approved in August 2014. The plat as currently submitted has not changed and more specifically the depth of the commercial lots and location of the cul-de-sac have remained consistent with the general plan and zoning approvals.

The following exhibits are provide as a timeline for the project, to clarify the question raised as to the approved Rezone Boundary of the Commercial Area.

## **Ninigret North II-History Timeline**

July 1, 2014 (**Exhibit A**)

Application filed to Amend General Plan to CG and R-3 with Map and Legal Descriptions

*The initial proposal by the applicant was to have all of the area west of the power corridor up to the boundary of the EDA be General Planned R-3(the SAA was included within the R-3 Zone, west of 1550 West) with the exception of 3.575 Acres west of 1550 West to be General Commercial.*

August 5, 2014 (**Exhibit B**)

Planning Commission held a public hearing on the proposed General Plan/Zoning Amendment.

*The Planning Commission modified the request and recommended a General Plan Amendment with the General Commercial area being extended to the east, up to the power corridor, with the remaining property being designated as R-3*

August 12, 2014 **(Exhibit C)**

The City Council reviewed the recommendation from the Planning Commission. The discussion entailed the desire of the Council to move the school site from the west side of 1550 West and maintain the Business Park Zone on the west, while increasing the commercial area on the east to 5 Ac.

*For the purpose of this discussion staff has added to the submitted documents, the dimensions (in red) of the areas in question. The depth of the Commercial area proposed by the developer shows lots that are ~219 feet deep; and ~285 feet total commercial zone, including road.*

August 26, 2014 **(Exhibit D)**

Based upon the Council's request, the applicant amended the layout for the property, putting the SAA on the east side of 1550 West and adding additional commercial. Staff prepared colored General Plan Maps and Zoning Maps, the applicant submitted the proposed layout via email, identifying 5 acres of General Commercial.

*For the purpose of this discussion staff has added to the submitted documents, the dimensions (in red) of the areas in question. The revised plat shows Commercial area as amended to be ~262 feet deep; and ~329 feet total commercial zone, including road.*

December 9, 2014 **(Exhibit E)**

*The Preliminary Plat shows the same measurements of depth from August 26, 2104, with 5 acres of commercial consistent with the August 26, 2014 General Plan and Zoning Approvals.*

January 13, 2015 **(Exhibit F)**

*The Plat submitted shows the same depth, the 5 acres of commercial has been divided into 5 lots to address Councilmember Duncan's concerns from December.*

**(Exhibit G)**

*Example of the type of commercial which could fit in the Commercial Area.*

### **Recommendation for City Council Final Plat Approval of the Ninigret North II Subdivision**

The Syracuse City Planning Commission hereby recommends that the City Council approve the final plat for the Ninigret North II Subdivision, located at approximately 1550 W 200 South subject to meeting all requirements of the City's Municipal Codes and City staff reviews.



# Ninigret North II LLC

## 1550 W SR-193



# Ninigret North II - Subdivision

A part of the South Half of Section 3,  
T4N, R2W, SLB&M, U.S. Survey  
Syracuse City, Davis County, Utah  
December 2014

## SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58 Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I also do hereby certify that Ninigret North II - Subdivision in Syracuse City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monumented Lot corners have been set as shown on this drawing.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Andy Hubbard

## DESCRIPTION

A part of the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Syracuse City, Davis County, Utah

Beginning at a point which is 1576.79 feet North 89°56'33" West along the Section line and 1714.45 feet North 89°57'12" West from the Southeast Corner of said Section 3, and running thence North 89°57'12" West 1024.62 feet to a point on the arc of a curve; thence Northeastly along the arc of a 392.00 foot Radius curve to the left a distance of 123.65 feet (Delta Angle equals 18°04'25", Center bears North 71°46'29" West, and Long Chord bears North 9°11'19" East 123.14 feet); thence North 0°09'06" East 653.66 feet to a point of curvature; thence Northwestly along the arc of a 25.00 foot Radius curve to the left a distance of 39.34 feet (Delta Angle equals 90°09'36", Center bears North 89°50'54", Long Chord bears North 44°55'42" West 35.40 feet) to the South line of State Route 193; thence four (4) courses along said South line as follows: (1) North 89°59'31" East 541.74 feet to a point of curvature; (2) Easterly along the arc of a 7957.50 foot Radius curve to the left a distance of 274.75 feet (Delta Angle equals 1°58'42", Center bears North 0°52'22" East, and Long Chord bears North 89°53'01" East 274.74 feet); (3) North 7°00'33" West 3.05 feet; and (4) North 87°59'31" East 23.23 feet; thence South 13°11'47" East 827.44 feet to the point of beginning.

Contains: 16.753 acres

## OWNER'S DEDICATION

I, the undersigned owner of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat, and name said tract XXXXXXXX, and hereby dedicate, grant and convey to Syracuse City, Davis County, Utah, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to Syracuse City those certain strips as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, as may be authorized by Syracuse City.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Ninigret Construction Company North LC

Eric Rice

## ACKNOWLEDGMENT

State of Utah } ss  
County of Davis }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_.

Residing At: \_\_\_\_\_ A Notary Public commissioned in Utah

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ Print Name \_\_\_\_\_

## NARRATIVE

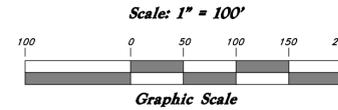
This survey and subdivision plat were requested by Mr. Eric Rice for the purpose of platting (5) Commercial Lots.  
Brass cap monuments were found at the Southeast Corner of Section 3, and the East Quarter Corner of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian.  
A line bearing North 0°08'31" East between these two monuments was used as the basis of bearings.  
Highway Right of way markers were found along the South line of State Route 193 and were used to establish the North line of the Property

DAVIS COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND RECORDED \_\_\_\_\_ AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS, PAGE \_\_\_\_\_ RECORDED FOR \_\_\_\_\_

DAVIS COUNTY RECORDER

BY: \_\_\_\_\_ DEPUTY

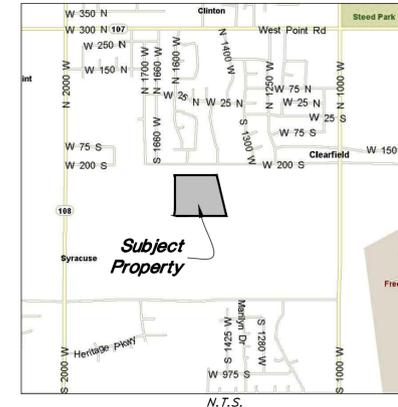


N 0°08'31" E (Basis of Bearings) (2636.67' D.G.S.)  
2636.76' Meas.

Southeast Corner Section 3, T4N, R2W, SLB&M, U.S. Survey (Found Brass Cap)

East 1/4 Corner Section 10, T4N, R2W, SLB&M, U.S. Survey (Found Brass Cap)

## Vicinity Map



Subject Property

N.T.S.

## PROPERTY LINE CURVE DATA

| Curve | Delta      | Radius   | Length  | Chord   | Chord Bearing |
|-------|------------|----------|---------|---------|---------------|
| (C1)  | 89°50'24"  | 25.00'   | 39.20'  | 35.31'  | N 45°04'18" E |
| (C2)  | 90°05'45"  | 25.00'   | 39.31'  | 35.38'  | N 44°53'46" W |
| (C3)  | 72°53'43"  | 25.00'   | 31.81'  | 29.70'  | N 53°36'30" E |
| (C4)  | 74°17'35"  | 60.00'   | 77.80'  | 72.46'  | S 54°18'26" W |
| (C5)  | 178°13'44" | 60.00'   | 186.64' | 119.99' | N 0°34'06" E  |
| (C6)  | 89°50'55"  | 25.00'   | 39.20'  | 35.31'  | S 45°04'34" W |
| (C7)  | 15°22'56"  | 458.00'  | 122.96' | 122.59' | N 7°50'34" E  |
| (C8)  | 0°07'58"   | 7957.50' | 18.44'  | 18.44'  | S 89°11'37" E |
| (C9)  | 1°50'44"   | 7957.50' | 256.31' | 256.30' | N 89°49'02" E |

## CENTERLINE CURVE DATA

| Curve  | Delta     | Radius  | Length  | Chord   | Chord Bearing |
|--------|-----------|---------|---------|---------|---------------|
| (C100) | 16°37'07" | 425.00' | 123.27' | 122.84' | S 8°27'40" W  |

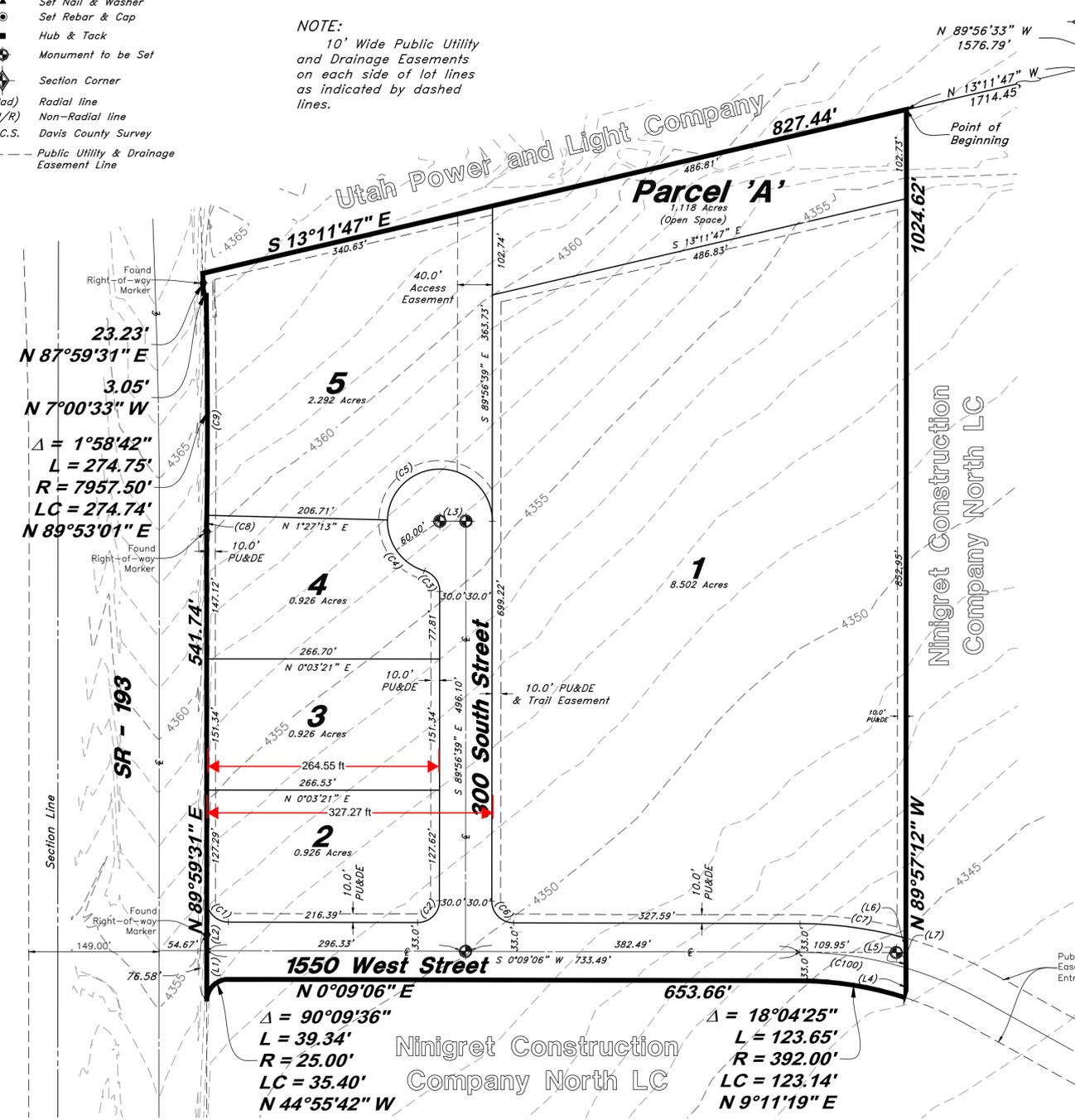
## LINE DATA

| Line | Bearing       | Length |
|------|---------------|--------|
| (L1) | N 89°59'31" E | 58.07  |
| (L2) | N 89°59'31" E | 57.93  |
| (L3) | S 0°03'21" W  | 30.00  |
| (L4) | S 89°57'12" E | 34.59  |
| (L5) | S 89°57'12" E | 11.33  |
| (L6) | S 89°57'12" E | 23.01  |
| (L7) | S 29°09'42" W | 13.24  |

## LEGEND

- ▲ Set Nail & Washer
- Set Rebar & Cap
- Hub & Tack
- ⊕ Monument to be Set
- ◆ Section Corner
- (Rad) Radial line
- (N/R) Non-Radial line
- D.C.S. Davis County Survey
- Public Utility & Drainage Easement Line

NOTE:  
10' Wide Public Utility and Drainage Easements on each side of lot lines as indicated by dashed lines.



## SYRACUSE CITY APPROVAL

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Syracuse City, Utah this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Attest \_\_\_\_\_

Title \_\_\_\_\_

City Recorder

Mayor

## SYRACUSE CITY PLANNING COMMISSION

Approved by the Syracuse City Planning Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Chair

## SYRACUSE CITY ENGINEER

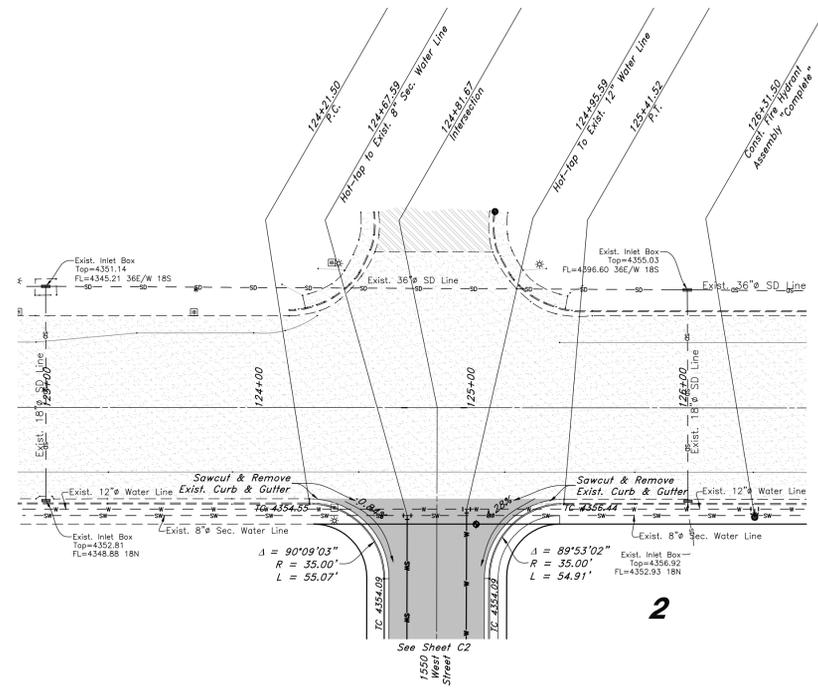
I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein, and find them to be correct and to agree with the lines and monuments on record in this office.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

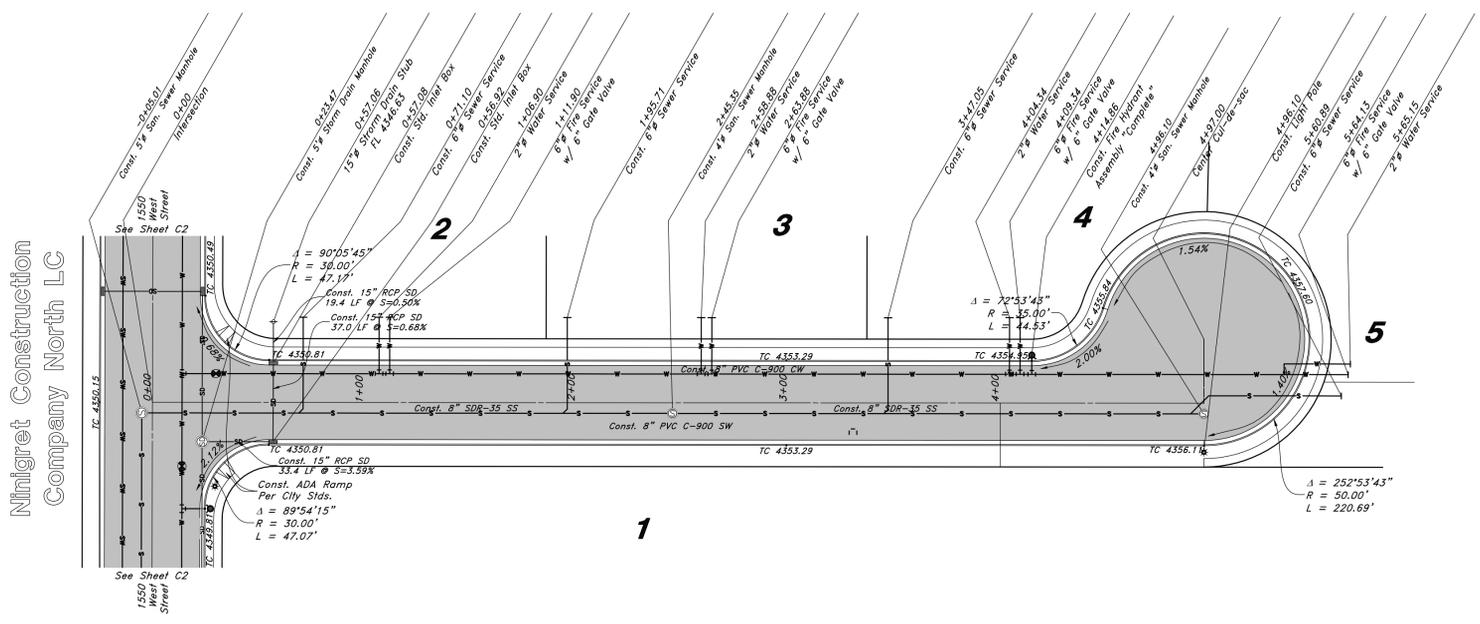
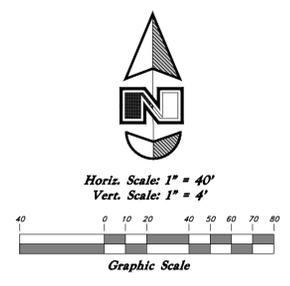
Signature



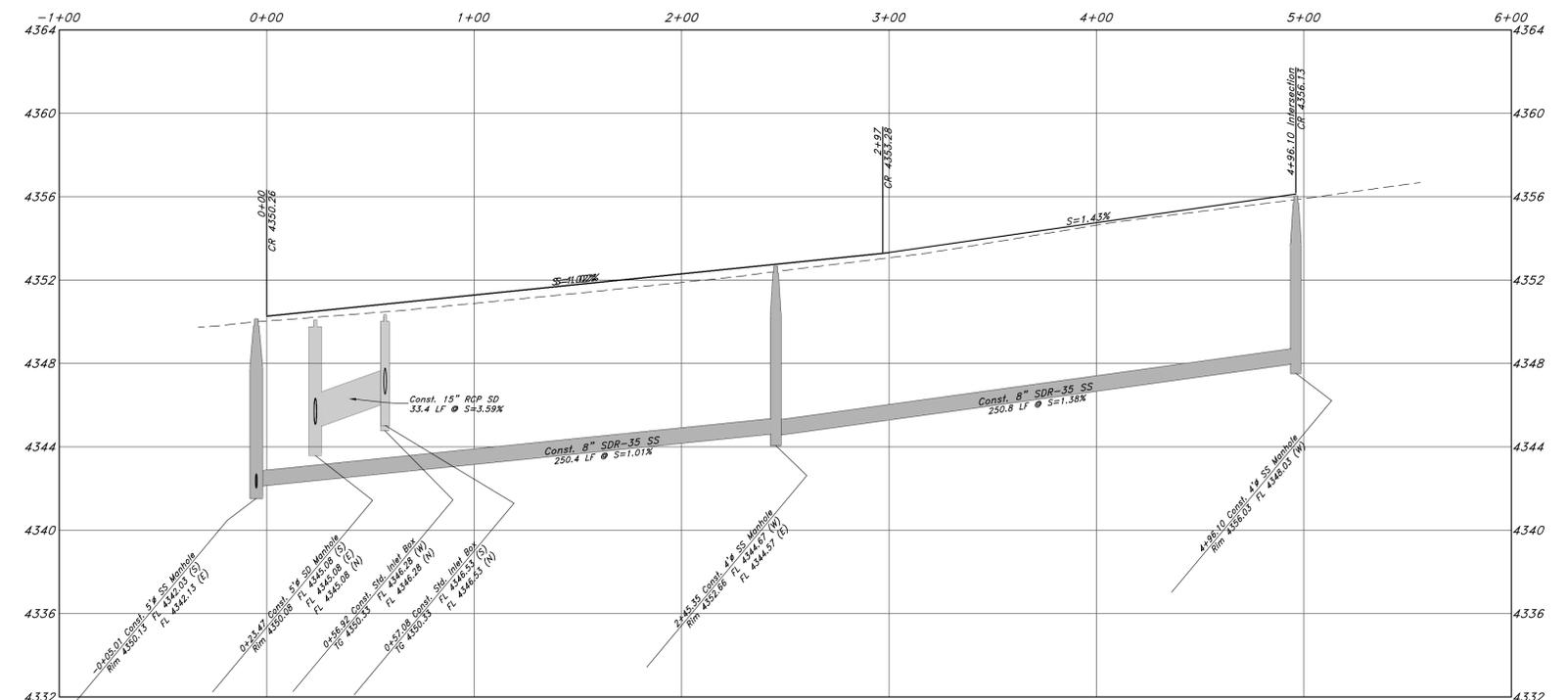
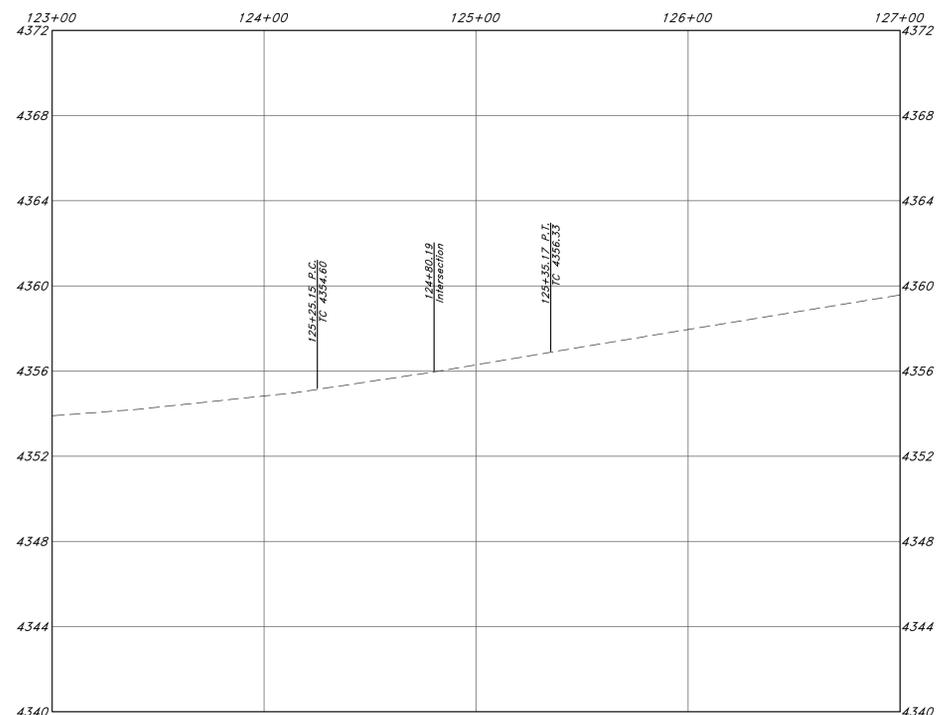
GREAT BASIN ENGINEERING  
5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544  
WWW.GREATBASINENGINEERING.COM



# SR - 193



# 300 South Street

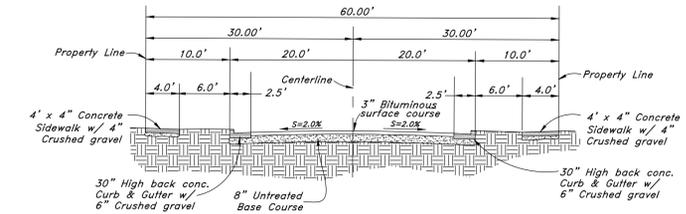


## Legend

(Note: All items may not appear on drawing)

|                     |                            |                     |
|---------------------|----------------------------|---------------------|
| San. Sewer Manhole  | Corrugated Metal Pipe      | Existing Asphalt    |
| Water Manhole       | Concrete Pipe              | New Asphalt         |
| Storm Drain Manhole | Reinforced Concrete Pipe   | Heavy Duty Asphalt  |
| Cleanout            | Ductile Iron               | Existing Concrete   |
| Electrical Manhole  | Polyvinyl Chloride         | New Concrete        |
| Catch Basins        | Top of Asphalt             | Spill Curb & Gutter |
| Exist. Fire Hydrant | Edge of Asphalt            | Demo Tree           |
| Fire Hydrant        | Centerline                 |                     |
| Exist. Water Valve  | Flowline                   |                     |
| Water Valve         | Finish Floor               |                     |
| Sanitary Sewer      | Top of Curb                |                     |
| Culinary Water      | Top of Wall                |                     |
| Gas Line            | Top of Walk                |                     |
| Irrigation Line     | Top of Concrete            |                     |
| Storm Drain         | Natural Ground             |                     |
| Telephone Line      | Finish Grade               |                     |
| Secondary Waterline | Match Existing             |                     |
| Power Line          | Fire Department Connection |                     |
| Fire Line           | Finish Contour             |                     |
| Land Drain          | Exist. Contour             |                     |
| Power pole w/guy    | Finish Grade               |                     |
| Light Pole          | Exist. Grade               |                     |
| Fence               | Ridge Line                 |                     |
| Flowline of ditch   |                            |                     |
| Overhead Power Line |                            |                     |

- GENERAL NOTES:**
- All construction must meet or exceed Syracuse City Standards.
  - Culinary Water services will be extended 10' beyond Right-of-way line and Centered in Lots.
  - Sanitary Sewer will be extended 10' beyond the Right-of-way line 10.0' on the Downhill side of the Center of Lots.
  - Saw Cut Existing Asphalt to provide a smooth clean edge.
  - Contractor responsible to loop pressurized utility lines to maintain separation between pipes and cover overlap of pipe from finished grade.
  - All Culinary and Secondary Water lines shall be DR-14 C-900 PVC.



Typical Street Section

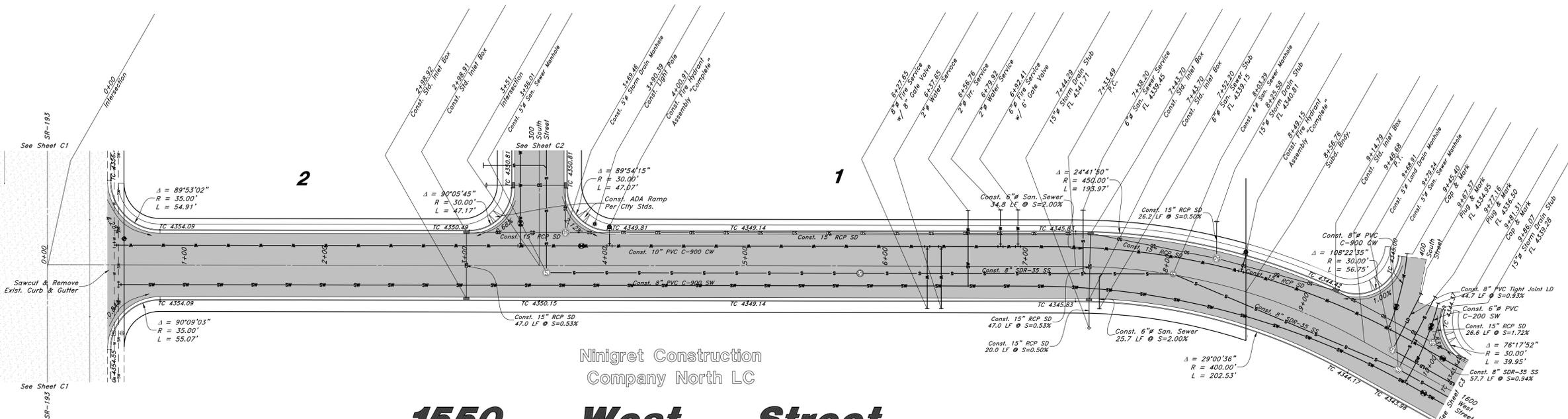
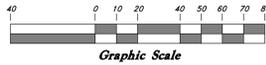
**GREAT BASIN ENGINEERING**  
 5746 SOUTH 1475 EAST, OGDEN, UTAH 84403  
 MAIN 801.799.4451 • FAX 801.799.2754  
 WWW.GREATBASINENGINEERING.COM

**Street Improvement Plan**  
**Ninigret North II - Subdivision**  
 Approx. 400 South 1550 West  
 Syracuse City, Davis County, Utah  
 A part of Section 3, T4N, R2W, SLB&M, U.S. Survey

15 Oct, 2014  
 SHEET NO.  
**C1**  
 14N915

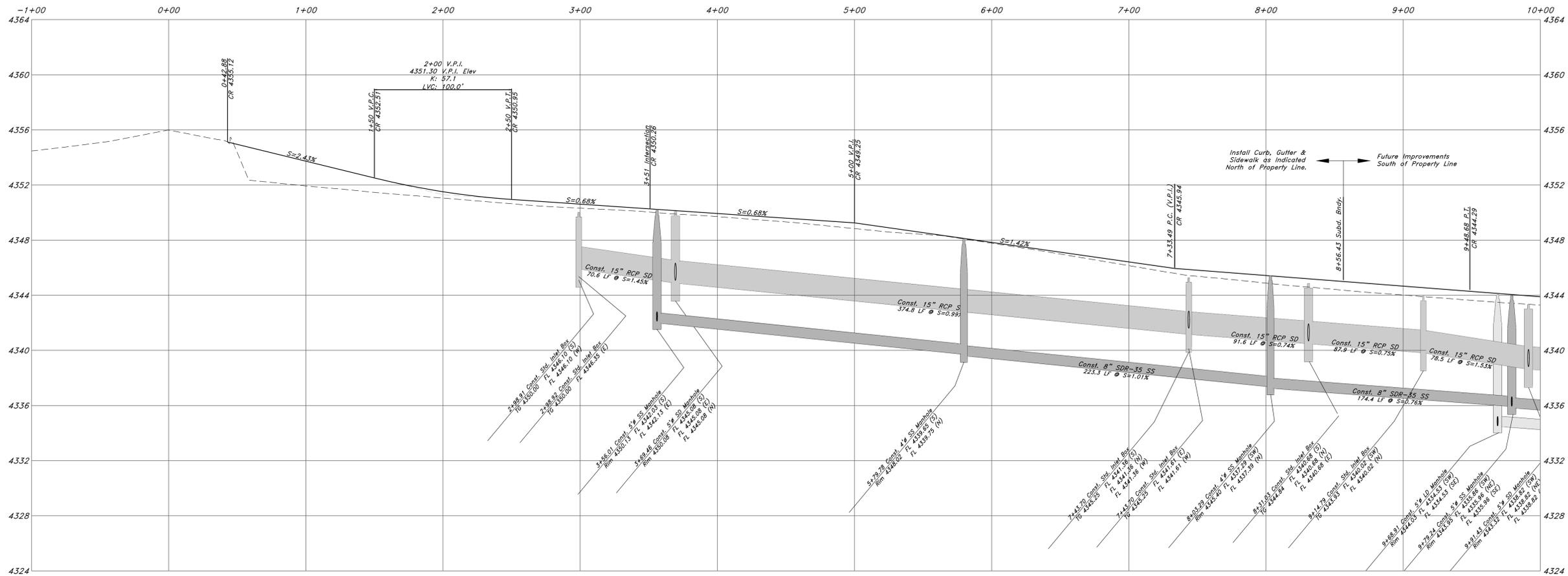


Horiz. Scale: 1" = 40'  
Vert. Scale: 1" = 4'



Ninigret Construction  
Company North LC

# 1550 West Street

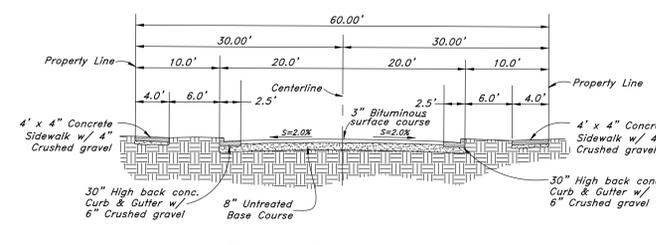


## Legend

(Note: All items may not appear on drawing)

|                     |       |                            |         |                     |  |
|---------------------|-------|----------------------------|---------|---------------------|--|
| San. Sewer Manhole  | ⊙     | Corrugated Metal Pipe      | CMP     | Existing Asphalt    |  |
| Water Manhole       | ⊙     | Concrete Pipe              | CP      | New Asphalt         |  |
| Storm Drain Manhole | ⊙     | Reinforced Concrete Pipe   | RCP     | Heavy Duty Asphalt  |  |
| Cleanout            | ⊙     | Ductile Iron               | DI      | Existing Concrete   |  |
| Electrical Manhole  | ⊙     | Polyvinyl Chloride         | PVC     | New Concrete        |  |
| Catch Basins        | ⊙     | Top of Asphalt             | TA      | Spill Curb & Gutter |  |
| Exist. Fire Hydrant | ⊙     | Edge of Asphalt            | EA      | Demo Tree           |  |
| Fire Hydrant        | ⊙     | Centerline                 | CL      |                     |  |
| Exist. Water Valve  | ⊙     | Flowline                   | FL      |                     |  |
| Water Valve         | ⊙     | Finish Floor               | FF      |                     |  |
| Sanitary Sewer      | —S—   | Top of Curb                | TC      |                     |  |
| Cullinary Water     | —W—   | Top of Walk                | TW      |                     |  |
| Gas Line            | —G—   | Top of Wall                | TW      |                     |  |
| Irrigation Line     | —IW—  | Top of Concrete            | TCN     |                     |  |
| Storm Drain         | —SD—  | Natural Ground             | NG      |                     |  |
| Telephone Line      | —T—   | Finish Grade               | FG      |                     |  |
| Secondary Waterline | —SW—  | Match Existing             | ME      |                     |  |
| Power Line          | —P—   | Fire Department Connection | FDC     |                     |  |
| Fire Line           | —F—   | Exist. Contour             | —90—    |                     |  |
| Land Drain          | —LD—  | Finish Grade               | 95.3374 |                     |  |
| Power pole w/guy    | ⊙     | Exist. Grade               | 95.3374 |                     |  |
| Light Pole          | ⊙     | Ridge Line                 | R       |                     |  |
| Fence               | —F—   |                            |         |                     |  |
| Flowline of ditch   | —FL—  |                            |         |                     |  |
| Overhead Power line | —OHP— |                            |         |                     |  |

- GENERAL NOTES:**
- All construction must meet or exceed Syracuse City Standards.
  - Cullinary Water services will be extended 10' beyond Right-of-way line and Centered in Lots.
  - Sanitary Sewer will be extended 10' beyond the Right-of-way line 10.0' on the Downhill side of the Center of Lots.
  - Saw Cut Existing Asphalt to provide a smooth clean edge.
  - Contractor responsible to loop pressurized utility lines to maintain separation between pipes and cover overlap of pipe from finished grade.
  - All Cullinary and Secondary Water lines shall be DR-14 C-900 PVC.



Typical Street Section

**GREAT BASIN ENGINEERING**

5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
 MAIN 8017994451 SALT LAKE CITY 801521-0222 FAX 8011392-7544  
 WWW.GRETBASINENGINEERING.COM

**Street Improvement Plan**

**Ninigret North II - Subdivision**

Approx. 400 South 1550 West  
 Syracuse City, Davis County, Utah  
 A part of Section 3, T4N, R2W, SLB&M, U.S. Survey

15 Oct, 2014

SHEET NO.

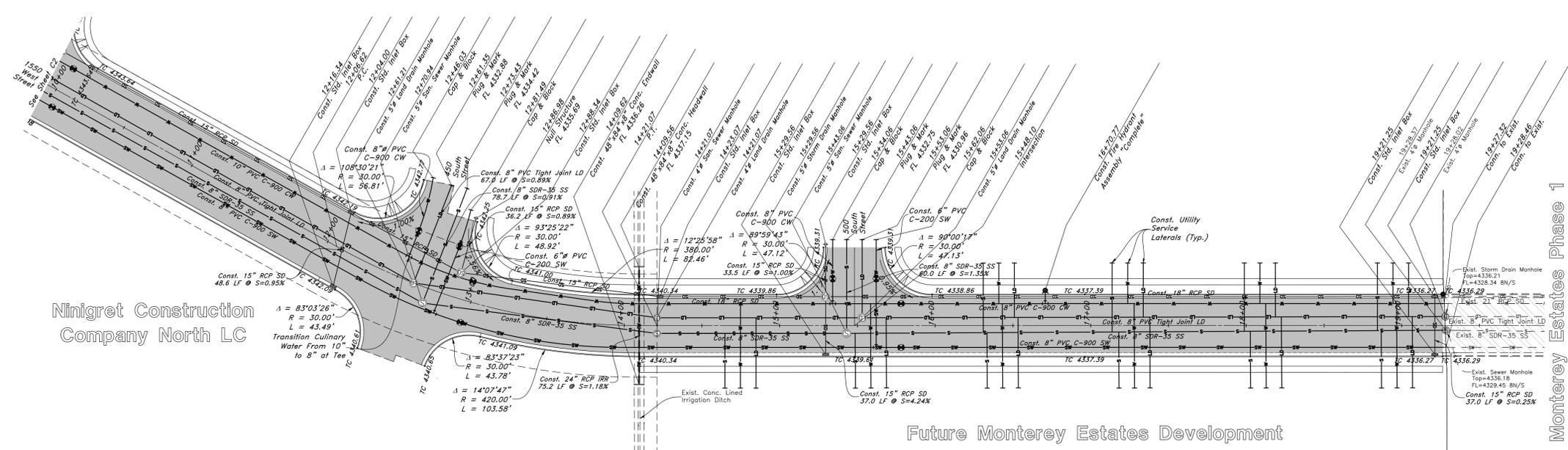
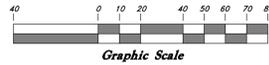
**C2**

14N915



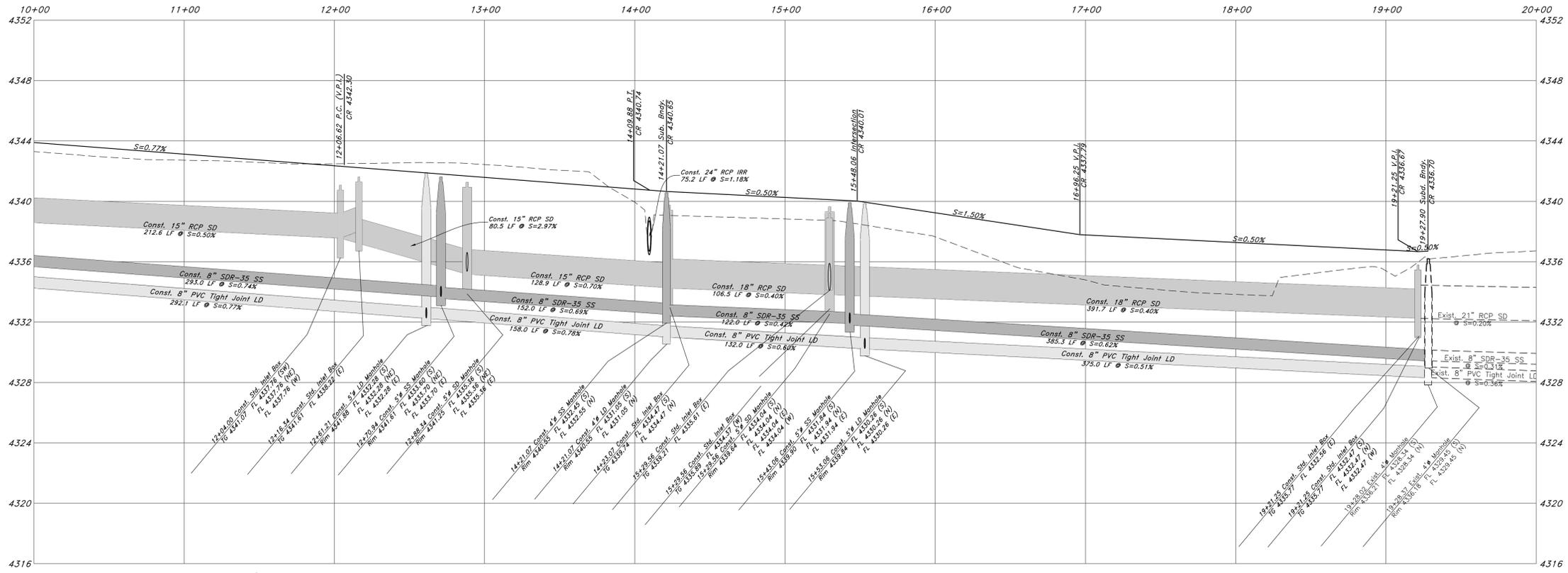
Horiz. Scale: 1" = 40'

Vert. Scale: 1" = 4'



Future Monterey Estates Development

# 1600 West Street

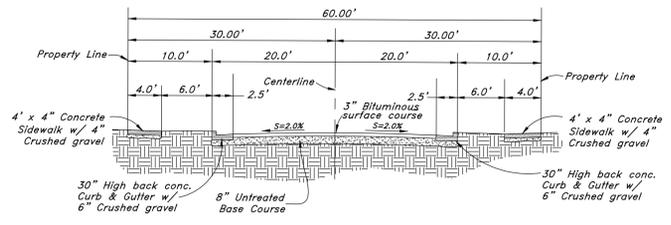


## Legend

(Note: All items may not appear on drawing)

|                     |                            |                     |
|---------------------|----------------------------|---------------------|
| San. Sewer Manhole  | Corrugated Metal Pipe      | Existing Asphalt    |
| Water Manhole       | Concrete Pipe              | New Asphalt         |
| Storm Drain Manhole | Reinforced Concrete Pipe   | Heavy Duty Asphalt  |
| Cleanout            | Ductile Iron               | Existing Concrete   |
| Electrical Manhole  | Polyvinyl Chloride         | New Concrete        |
| Catch Basins        | Top of Asphalt             | Spill Curb & Gutter |
| Exist. Fire Hydrant | Edge of Asphalt            | Demo Tree           |
| Exist. Water Valve  | Centerline                 |                     |
| Water Valve         | Flowline                   |                     |
| Sanitary Sewer      | Finish Floor               |                     |
| Culinary Water      | Top of Curb                |                     |
| Gas Line            | Top of Wall                |                     |
| Irrigation Line     | Top of Walk                |                     |
| Storm Drain         | Top of Concrete            |                     |
| Telephone Line      | Natural Ground             |                     |
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- GENERAL NOTES:**
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Typical Street Section

**GREAT BASIN ENGINEERING**

5746 SOUTH 1475 EAST, OGDEN, UTAH 84403  
 MAIN 8017994451 • FAX 8017521022 • FAX 80179927544  
 WWW.GRETBASINENGINEERING.COM

**Street Improvement Plan**

**Ninigret North II - Subdivision**

Approx. 400 South 1550 West  
 Syracuse City, Davis County, Utah  
 A part of Section 3, T4N, R2W, SLB&M, U.S. Survey

15 Oct, 2014

SHEET NO. **C3**

14N915



**Engineer Final Plan Review – Ninigret North II Subdivision**  
**1550 West Street & SR-193**

*Completed by Brian Bloemen on December 29, 2014*

Below are the engineering comments for the final plan review of the Ninigret North II Subdivision.

Plat:

1. Secondary booster pumps will be required for each lot in the subdivision. Add a notice to purchaser on the plat stating so.
2. Update the year on the plat.
3. Add utility company signature blocks to the plat.
4. Parcel A is not dedicated in the owner's dedication and the name of the plat is missing.

Plans:

1. Show the City's 66' right-of-way typical cross section and update the 60' typical cross section per current City standards.
2. Show the secondary service connections locations for Lots 1-5. The existing secondary main is south of UDOT's right-of-way.

If you have any further comments or questions please feel free to contact me at 801-614-9682.

Sincerely,

Robert Whiteley  
Public Works Director



**SYRACUSE**  
EST. CITY 1935

## Subdivision Final Plan Review

**Subdivision:** Ninigret North II

**Date:** December 29, 2014

**Completed By:** Jenny Schow, City Planner

**Updated:**

| <b>8-6-010: Final Plat:</b> |                                                                                                                                                                                                                        | <b>Planning Staff Review:</b>                                                                                         |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 1.                          | Proposed name of subdivision (to be approved by Planning Commission and County Recorder).                                                                                                                              | Yes                                                                                                                   |
| 2.                          | Accurate angular and linear dimensions for all lines, angles and curves used to describe boundaries, streets, easements, areas reserved for public use, etc.                                                           | Yes                                                                                                                   |
| 3.                          | Identification system for lots, blocks, and names of streets. Lot lines show dimensions in feet and hundredths.                                                                                                        | Yes                                                                                                                   |
| 4.                          | Street addresses shown for each lot as assigned by the City.                                                                                                                                                           | Name 1550 West and add Public Street below street titles                                                              |
| 5.                          | True angles and distances to nearest street lines or official monuments as accurately described and shown by appropriate symbol.                                                                                       | Yes                                                                                                                   |
| 6.                          | Radii, internal angles, points and curvatures, tangent bearings and the length of all arcs.                                                                                                                            | Yes                                                                                                                   |
| 7.                          | Accurate location of all monuments to be Installed, shown by appropriate symbol.                                                                                                                                       | Refer to City Engineer                                                                                                |
| 8.                          | Dedication to City of all streets, highways and other public uses and easements included in the proposed subdivision.                                                                                                  | Dedicate parcel A<br>Incomplete information for tract                                                                 |
| 9.                          | Street monuments shown on Final Plat as approved by City Engineer.                                                                                                                                                     | Refer to City Engineer                                                                                                |
| 10.                         | Pipes or other iron markers shown on the plat.                                                                                                                                                                         | Refer to City Engineer                                                                                                |
| 11.                         | Accurate outlines and dimensions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and any areas to be reserved by deed or covenant for common use of all property owners. | No-Clarify Parcel A                                                                                                   |
| 12.                         | All boundary, lot and other geometrics (bearings, distances, curve data etc.) on Final Plat accurate to not less than one part in five thousand (1/5000).                                                              | Refer to City Engineer                                                                                                |
| 13.                         | Location, function, ownership and manner of maintenance of common open space not reserved or dedicated for public use.                                                                                                 | Maintenance Agreement for Storm Detention will be required prior to recording.                                        |
| 14.                         | Legal boundary description of the subdivision and acreage included.                                                                                                                                                    | Yes                                                                                                                   |
| 15.                         | Current inset City map showing location of subdivision.                                                                                                                                                                | Yes                                                                                                                   |
| 16.                         | Standard signatures forms/boxes reflected on the Final Plat as designated by City Code                                                                                                                                 | Missing signature blocks for the Utility Companies (Rocky Mountain Power, Questar and Century Link) and City Attorney |

|                                        |                            |
|----------------------------------------|----------------------------|
| <b>8-6-020: Final Plan and Profile</b> | <b>See Engineer Review</b> |
|----------------------------------------|----------------------------|

| <b>Conditional Items of Final Plan Approval for Preconstruction</b> |                                                                   |
|---------------------------------------------------------------------|-------------------------------------------------------------------|
| 1.                                                                  | Construction Drawing Prints and PDF files                         |
| 2.                                                                  | Schedule a preconstruction meeting                                |
| 3.                                                                  | Bond estimate using the City template                             |
| 4.                                                                  | Final Inspection Fees as calculated in the approved bond estimate |
| 5.                                                                  | Offsite Improvement Agreement                                     |
| 6.                                                                  | BMP Facilities Maintenance Agreement (Parcel A)                   |
| 7.                                                                  | Streetlight Agreement                                             |
| 8.                                                                  | SWPPP NOI                                                         |
| 9.                                                                  | SWPPP City Permit                                                 |
| 10.                                                                 | Fugitive Dust Control Plan                                        |

| <b>Conditional Items of Final Plan Approval for Recording</b> |                                                                                                       |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| 1.                                                            | Escrow Agreement                                                                                      |
| 2.                                                            | Water Shares                                                                                          |
| 3.                                                            | Title Report - must be dated within 30 days of recording                                              |
| 4.                                                            | Recording fees: \$37/page +\$1/lot and any common space as well as \$1/land-owner signatures over two |



TO: Community Development, Attention: Jenny Schow

FROM: Jo Hamblin, Deputy Chief

RE: Ninigret North II - Subdivision

DATE: December 30, 2014

I have reviewed the site plan submitted on December 30, 2014 for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. The minimum fire flow requirement can vary based upon the type of buildings built in commercial area. Provide documentation that the water system will provide adequate fire flow through the Syracuse City Engineering Department.
2. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4 1/2" connection facing the point of access for Fire Department Apparatus. The maximum allowable spacing between hydrants is 500 feet, on dead end streets the maximum spacing is reduced by 100 feet. Provide written assurance that this will be met.
3. Prior to beginning construction of any buildings, a fire flow test of the new hydrants shall be conducted to verify the actual fire flow for this project. The Fire Prevention Division of this department shall witness this test and shall be notified a minimum of 48 hours prior to the test.

These plans have been reviewed for Fire Department requirements only. At this time the Fire Department has no concerns. Other departments must review these plans and will have their requirements. This review by the Fire Department must not be construed as final approval from Syracuse City.

# EXHIBIT A



# General Plan and Rezone (if applicable)

## Syracuse City Community Development

1979 West 1900 South, Syracuse, UT 84075

Phone: (801) 825-1477 ext 4

Website: [www.syracuseut.com](http://www.syracuseut.com)

Fax: (801) 614-9626

Email: [planning@syracuseut.com](mailto:planning@syracuseut.com)

Updated 10-22-12

### Subject Property Information

|                                                                                  |                                          |                                   |
|----------------------------------------------------------------------------------|------------------------------------------|-----------------------------------|
| Property Address or Approximate Coordinate:<br>SR-193 & 1550 West                |                                          | Total Acreage of Parcel:<br>59.67 |
| Parcel Identification Number (as recorded with Davis County):<br><br>12-025-0016 | Current General Plan<br>Business Park/GC | Proposed General Plan:<br>R-3/GC  |
|                                                                                  | Current Zone<br>Agricultural             | Proposed Zone<br>R-3/GC           |

### Brief Description of Purpose for General Plan (attach a map showing the location) and, if applicable, Rezone and Reasons Supporting the Request

The purpose of the rezone is to extend the current R-3 zone to the north for future homes and educational services and create a general commercial area for retail pads along SR-193 as consistent with the general plan.

### Subject Property Owner Contact Information

Name(s) of every person or company the applicant represents:  
Ninigret Construction Company North L.C.

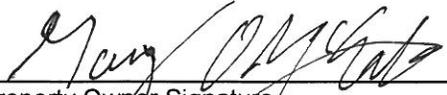
|                                       |                             |                             |               |
|---------------------------------------|-----------------------------|-----------------------------|---------------|
| Mailing address:<br>1700 S. 4650 W.   | City:<br>Salt Lake City     | State:<br>UT                | ZIP:<br>84104 |
| Office or Home Phone:<br>801-973-9090 | Cell Phone:<br>801-726-0707 | Email:<br>eric@ninigret.com |               |

### Applicant Contact Information (if different from Property Owner)

Name (and agent, if any):

|                       |             |        |      |
|-----------------------|-------------|--------|------|
| Mailing Address:      | City:       | State: | ZIP: |
| Office or Home Phone: | Cell Phone: | Email: |      |

I hereby certify that the requested General Plan, and if applicable, Rezone request would comply with all required conditions and standards of the Syracuse City Land Use Ordinance, be harmonious with neighboring uses, fit the goals of the community's General Plan, and impose no insatiable demands for public services. I read the Syracuse Land Use Ordinance relative to general plan and rezoning and understand that submitting this application does not guarantee approval and is subject to the discretion of the City Land Use Authority and Planning Commission and compliance with all requirements of Syracuse City's Municipal Code. I hereby accept responsibility for meeting all requirements outlined herein, including payment of all fees and attending City Land Use Authority and Planning Commission meetings as notified by the Community Development Department, and understand that failure to do so may result in postponement of action by said Authority. I also understand that approval shall not relieve me of the responsibility to comply with applicable local and State zoning, health, building, or fire regulations.

 7/1/14  
Property Owner Signature Date

 7/1/14  
Applicant Signature Date

| FOR OFFICE USE ONLY                                                                                                              |                    |                       |                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date Received and Paid:<br>7-1-14                                                                                                | Received by:<br>AC | Receipt #<br>5.035117 | <b>Application and Noticing Fees:</b><br>\$425 Application Fee<br>\$ 6 per Public Notice Sign<br>\$ 1 per Mailing Notice<br>\$ 25 Mailing Notice List |
| Payment Type: <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Check # 152 |                    |                       | GP \$425<br>ZONE \$425<br>1 Signs \$ 6<br>21 Notices \$ 21<br>\$ 25                                                                                   |
| Land Use Authority Date:<br>City Council Decision and Date:                                                                      |                    |                       | <b>Total \$902</b>                                                                                                                                    |



CONCEPTUAL GENERAL PLAN AMENDMENT AND ZONE CHANGE

# SYRACUSE PROPERTY



THE NINIGRET GROUP, 1700 SOUTH 4650 WEST, SALT LAKE CITY, UTAH

## **PROPOSED ZONE GC PARCEL - DESCRIPTION**

A parcel of land located in the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Syracuse City, Davis County, Utah described as follows:

BEGINNING at a point on the south right-of-way line of 200 South Street (SR-193), said point being 2368.23 feet South 89°56'57" East along the center section line and 170.67 feet South 00°09'22" West from the found railroad spike marking the West Quarter Corner of said Section 3, and running thence South 00°09'22" West 254.46 feet; thence South 89°59'40" West 500.00 feet to a point of curvature with a 450.00 foot radius curve to the right; thence westerly 114.30 feet along the arc of said curve through a central angle of 14°33'10" (chord bears North 82°43'45" West 113.99 feet) to a point on a non-tangent 633.00 foot radius curve to the right; thence northerly 40.07 feet along the arc of said curve through a central angle of 03°37'36" (chord bears North 01°39'13" West 40.06 feet); thence North 00°09'35" East 199.89 feet to a point on said right-of-way line; thence North 89°59'12" East 614.37 feet along said right-of-way line to the POINT OF BEGINNING.

Contains 155,729 square feet, or 3.575 Acres.

## **PROPOSED ZONE R-3 PARCEL - DESCRIPTION**

A parcel of land located in the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Syracuse City, Davis County, Utah described as follows:

BEGINNING at a point on the south right-of-way line of 200 South Street (SR-193), said point being 2368.23 feet South 89°56'57" East along the center section line and 170.67 feet South 00°09'22" West from the found railroad spike marking the West Quarter Corner of said Section 3, and running thence along said right-of-way line the following two (2) courses; 1) North 89°59'12" East 586.29 feet to a point on a non-tangent 7957.50 foot radius curve to the right; 2) thence easterly 192.55 feet along the arc of said curve through a central angle of 01°23'11" (chord bears North 89°17'37" East 192.54 feet) to a point on the west right-of-way line of the Rocky Mountain Power Corridor; thence along said right-of-way line South 13°11'31" East 1354.90 feet; thence North 89°56'56" West 1447.08 feet to the northeast corner of that certain property owned by the Davis County School District, as recorded in the Davis County Recorder's Office in Book 1588 at Page 130; thence North 00°09'58" East 49.03 feet to a point of curvature with a 567.00 foot radius curve to the left; thence northerly 159.68 feet along the arc of said curve through a central angle of 16°08'10" (chord bears North 07°54'07" West 159.16 feet); thence North 15°58'12" West 762.13 feet to a point of curvature with a 633.00 foot radius curve to the right; thence northerly 138.13 feet along the arc of said curve through a central angle of 12°30'11" (chord bears North 09°43'07" West 137.86 feet) to a point on a non-tangent 450.00 foot radius curve to the left; thence easterly 114.30 feet along the arc of said curve through a central angle of 14°33'10" (chord bears South 82°43'45" East 113.99 feet); thence North 89°59'40" East 500.00 feet; thence North 00°09'22" East 254.46 feet to the POINT OF BEGINNING.

Contains 1,734,199 square feet, or 39.812 Acres.

# EXHIBIT B



# COUNCIL AGENDA

August 12, 2014

Agenda Item #

## **General Plan & Zone Map Amendment Ninigret North LLC 1550 W 200 S**

### ***Factual Summation***

Please see the attached:

- a. Aerial Map
- b. Existing/Proposed General Plan Map & Resolution 14-28
- c. Existing/Proposed Zoning Map & Ordinance 14-19

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

### **Background**

General Plan Amendment:

The property is currently designated as BP Business Park on the General Plan. The developer is requesting a residential zoning in order to facilitate a single family development, a charter school and a small retail commercial area.

Zone Map Amendment

The property is currently designated as A-1 Agriculture on the Zoning Map. The developer is requesting a residential zoning in order to facilitate a single family development, a charter school and a small retail commercial area.

The Planning Commission held a public hearing on August 5, 2014 and made a favorable recommendation for the General Plan & Zoning Map Amendments.

### **Recommendation**

#### **General Plan Amendment**

The Planning Commission recommends approval to the City Council for the General Plan Amendment request from Ninigret North LC, located at approximately 1550 W 200 S, for the requested change from BP Business Park to C-G Commercial & R-3 Residential, subject to all applicable requirements of the City's municipal codes, with the recommendation that the G-C Commercial Zone be extended to the East property line adjacent to the power corridor and along the frontage of SR193 at an equivalent depth as proposed by the property owner.

#### **Zone Map Amendment**

The Planning Commission recommends approval to the City Council for the Zoning Map Amendment request from Ninigret North LC, located at approximately 1550 W 200 S, for the requested change from A-1 Agriculture to C-G Commercial & R-3 Residential, subject to all applicable requirements of the City's municipal codes and in conformance to the recommended General Plan Map Amendment.

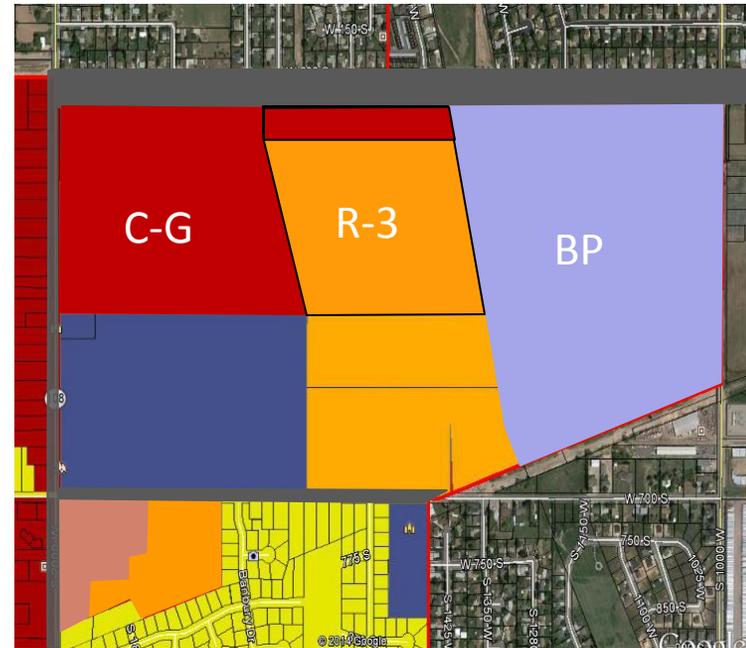
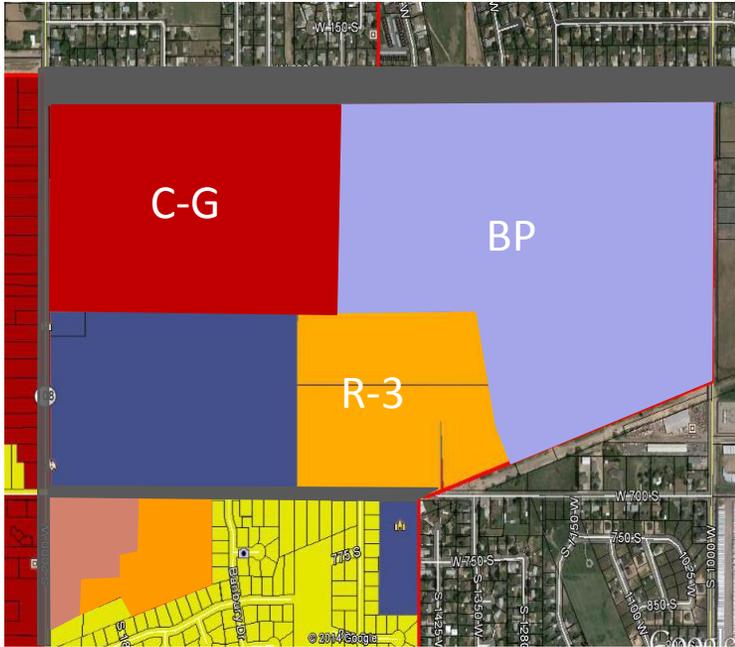


# General Plan Amendment 1550 W 200 S Ninigret North LLC



Current General Plan

Recommended General Plan



- |                                                                                     |                                    |                                                                                       |                          |
|-------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------|--------------------------|
|  | Agriculture A-1                    |  | General Commercial Zone  |
|  | R-1 (2.90 dwellings per net acre)  |  | Industrial Zone          |
|  | R-2 (3.79 dwellings per net acre)  |  | Town Center Overlay Zone |
|  | R-3 (5.44 dwellings per net acre)  |  | Sensitive Overlay Zone   |
|  | PRD (8.0 dwellings per net acre)   |  | RDA & EDA Boundary       |
|  | R-4 (14.52 dwellings per net acre) |                                                                                       |                          |
|  | Professional Office                |                                                                                       |                          |

# EXHIBIT C



REVISIONS:  
 DATE: / /  
 PROJECT: C.C.  
 DRAWN BY: C.C.  
 PLOT: 06-23-2014

DRAWING DESCRIPTION:  
 SITE PLAN

177 E. ANTELOPE DR. #B  
 LAYTON, UT 84041  
 PHONE: (801) 499-5054  
 FAX: (801) 499-5065



SYRACUSE SATELLITE CAMPUS  
 ADDRESS  
 SYRACUSE, UTAH

SHEET NUMBER:  
**C2.0 (2)**

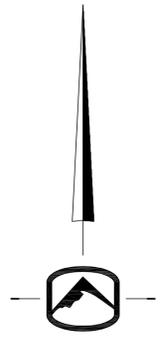
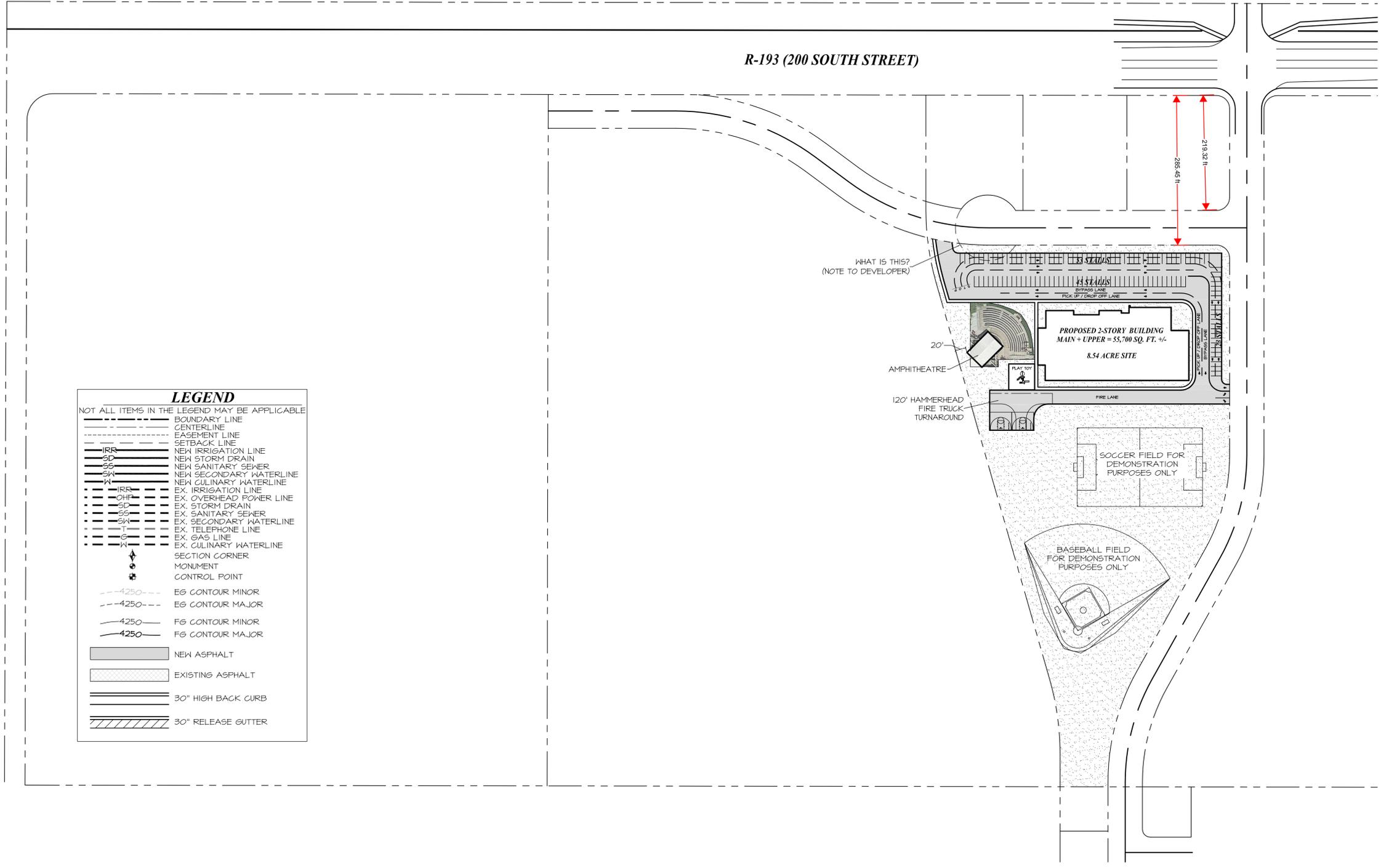
2000 WEST STREET

R-193 (200 SOUTH STREET)

**LEGEND**

NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

|                |                         |
|----------------|-------------------------|
| ---            | BOUNDARY LINE           |
| - - - -        | CENTERLINE              |
| - · - · -      | EASEMENT LINE           |
| - · - · -      | SETBACK LINE            |
| IRR            | NEW IRRIGATION LINE     |
| SD             | NEW STORM DRAIN         |
| SS             | NEW SANITARY SEWER      |
| SN             | NEW SECONDARY WATERLINE |
| W              | NEW CULINARY WATERLINE  |
| IRR            | EX. IRRIGATION LINE     |
| OHP            | EX. OVERHEAD POWER LINE |
| SD             | EX. STORM DRAIN         |
| SS             | EX. SANITARY SEWER      |
| SN             | EX. SECONDARY WATERLINE |
| T              | EX. TELEPHONE LINE      |
| G              | EX. GAS LINE            |
| W              | EX. CULINARY WATERLINE  |
| +              | SECTION CORNER          |
| +              | MONUMENT                |
| +              | CONTROL POINT           |
| - · - · - 4250 | EG CONTOUR MINOR        |
| - - - - 4250   | EG CONTOUR MAJOR        |
| - · - · - 4250 | FG CONTOUR MINOR        |
| - - - - 4250   | FG CONTOUR MAJOR        |
| ■              | NEW ASPHALT             |
| ■              | EXISTING ASPHALT        |
|                | 30" HIGH BACK CURB      |
| ///            | 30" RELEASE GUTTER      |



**SITE PLAN**



# EXHIBIT D

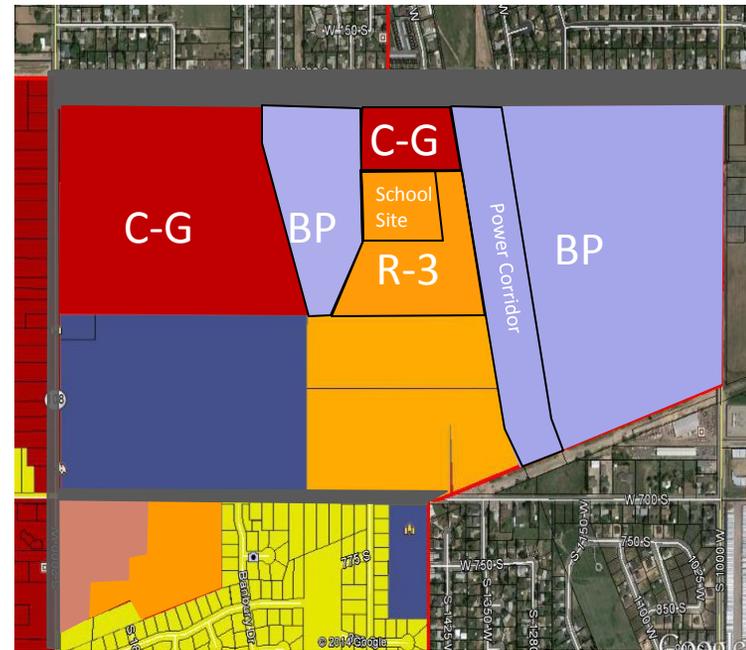
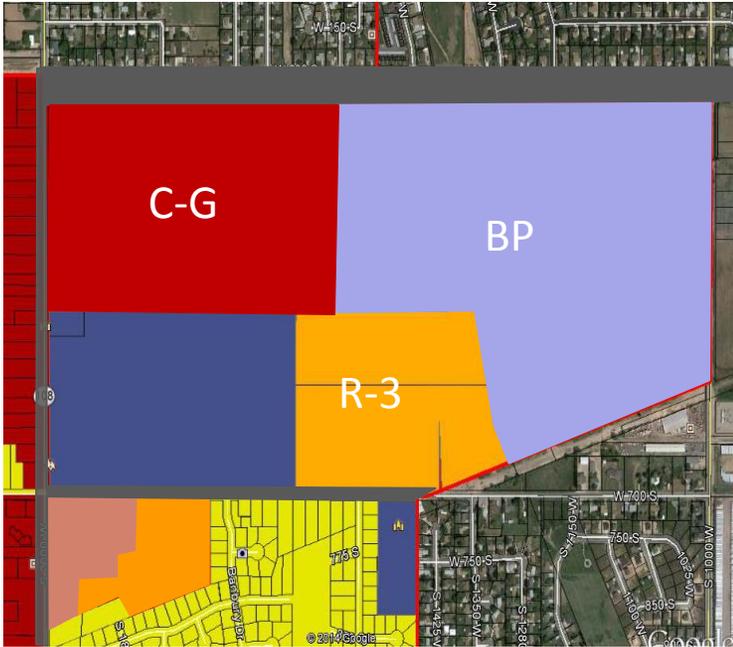


# General Plan Amendment 1550 W 200 S Ninigret North LLC



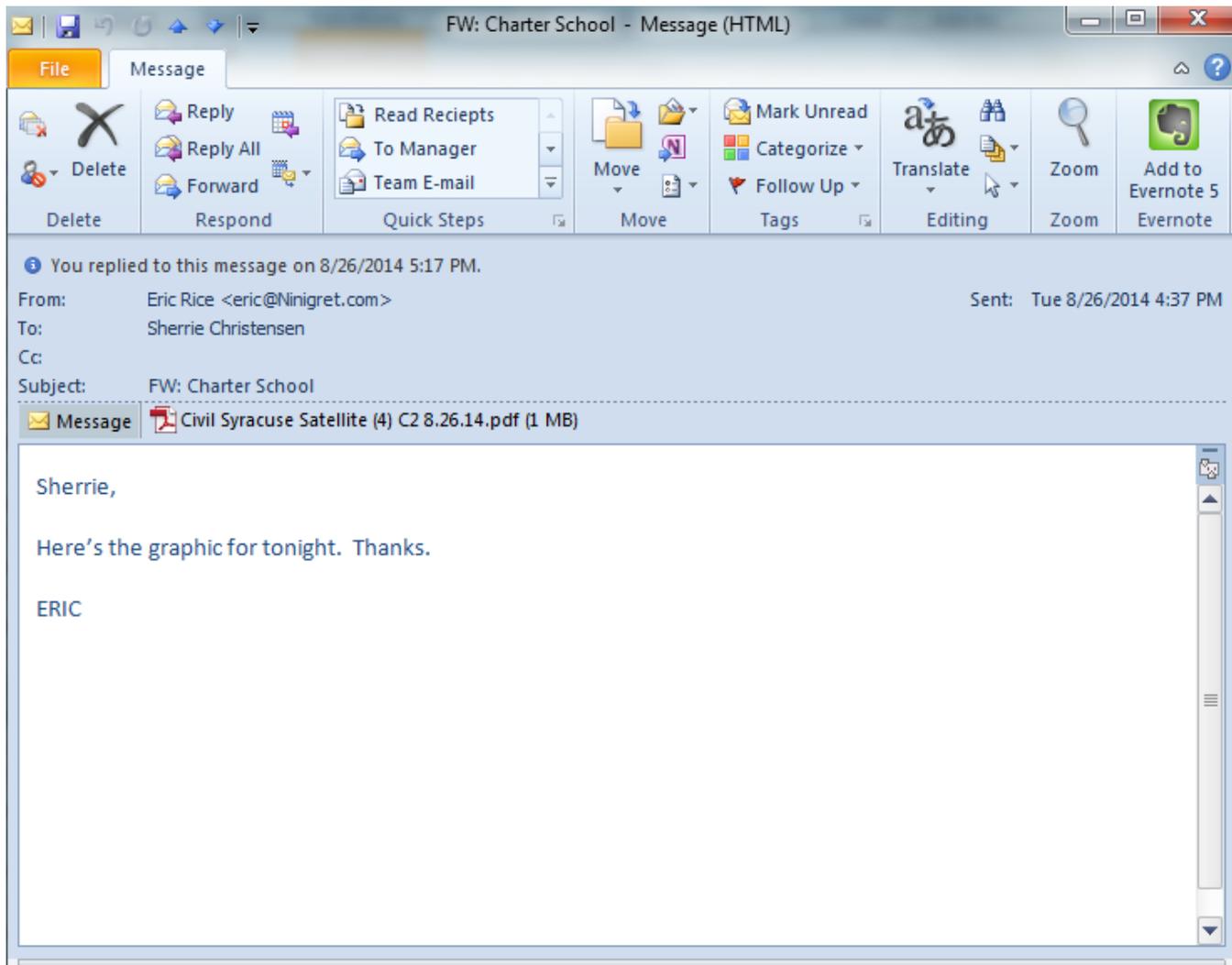
Current General Plan

Council Alternative General Plan



- |                                                                                     |                                    |                                                                                       |                          |
|-------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------|--------------------------|
|  | Agriculture A-1                    |  | General Commercial Zone  |
|  | R-1 (2.90 dwellings per net acre)  |  | Industrial Zone          |
|  | R-2 (3.79 dwellings per net acre)  |  | Town Center Overlay Zone |
|  | R-3 (5.44 dwellings per net acre)  |  | Sensitive Overlay Zone   |
|  | PRD (8.0 dwellings per net acre)   |  | RDA & EDA Boundary       |
|  | R-4 (14.52 dwellings per net acre) |                                                                                       |                          |
|  | Professional Office                |                                                                                       |                          |

# Email with Attached Civil Drawing reviewed at August 26, 2014 City Council Meeting



SEAL:

DATE: 08-13-2014  
PROJECT: C.C.  
DRAWN BY: C.C.  
PLOT: 08-13-2014

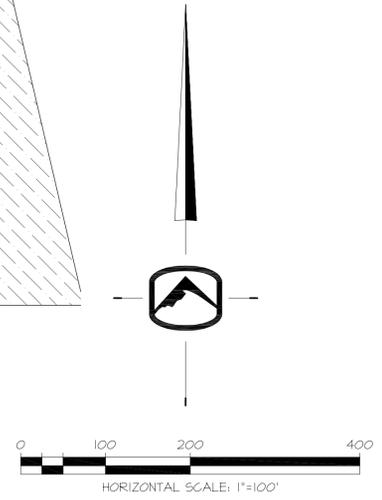
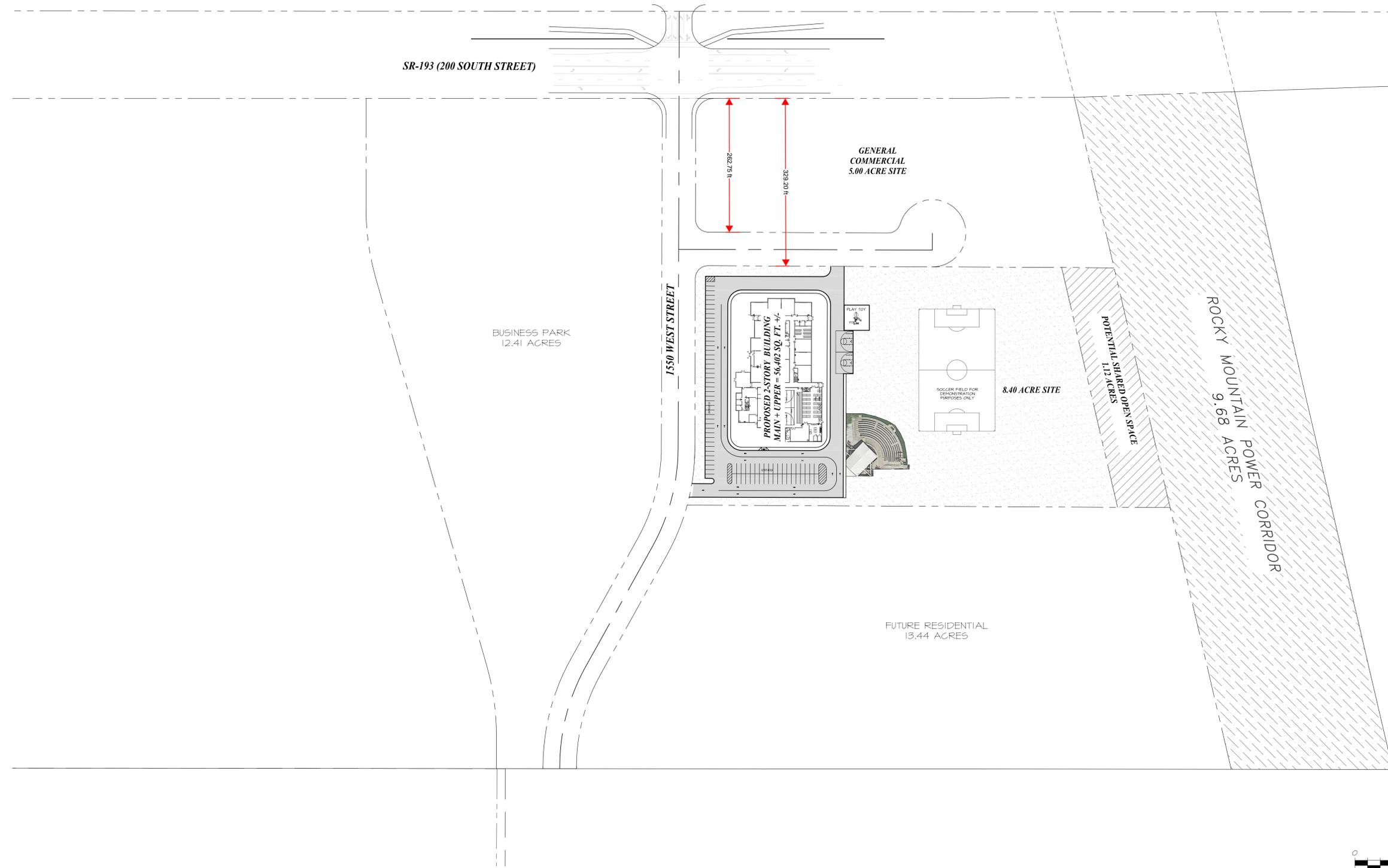
DRAWING DESCRIPTION:  
SITE PLAN

177 E. ANTELOPE DR. #B  
LAYTON, UT 84041  
PHONE: (801) 499-5054  
FAX: (801) 499-5065



SYRACUSE SATELLITE CAMPUS  
ADDRESS  
SYRACUSE, UTAH

SHEET NUMBER:  
C2.0  
SITE PLAN



**SITE PLAN**

**CALL BLUESTAKES**  
© 1-800-662-4111  
AT LEAST 48 HOURS  
PRIOR TO COMMENCING  
ANY CONSTRUCTION

# EXHIBIT E

# Ninigret North II - Subdivision

A part of the South Half of Section 3,  
T4N, R2W, SLB&M, U.S. Survey  
Syracuse City, Davis County, Utah  
October 2014

## SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58 Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I also do hereby certify that Ninigret North II - Subdivision in Syracuse City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monumented Lot corners have been set as shown on this drawing.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Andy Hubbard

## DESCRIPTION

A part of the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Syracuse City, Davis County, Utah

Beginning at a point which is 1576.79 feet North 89°56'33" West along the Section line and 1714.45 feet North 13°11'47" West from the Southeast Corner of said Section 3, and running thence North 89°57'12" West 1024.62 feet to a point on the arc of a curve; thence Northeastly along the arc of a 392.00 foot Radius curve to the left a distance of 123.65 feet (Delta Angle equals 18°04'25", Center bears North 71°46'29" West, and Long Chord bears North 9°11'19" East 123.14 feet); thence North 0°09'06" East 653.66 feet to a point of curvature; thence Northwestly along the arc of a 25.00 foot Radius curve to the left a distance of 39.34 feet (Delta Angle equals 90°09'36", Center bears North 89°50'54", Long Chord bears North 44°55'42" West 35.40 feet) to the South line of State Route 193; thence four (4) courses along said South line as follows: (1) North 89°59'31" East 541.74 feet to a point of curvature; (2) Easterly along the arc of a 7957.50 foot Radius curve to the left a distance of 274.75 feet (Delta Angle equals 1°58'42", Center bears North 0°52'22" East, and Long Chord bears North 89°53'01" East 274.74 feet); (3) North 7°00'33" West 3.05 feet; and (4) North 87°59'31" East 23.23 feet; thence South 13°11'47" East 827.44 feet to the point of beginning.

Contains: 16.753 acres

## OWNER'S DEDICATION

I, the undersigned owner of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat, and name said tract XXXXXXXX, and hereby dedicate, grant and convey to Syracuse City, Davis County, Utah, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to Syracuse City those certain strips as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, as may be authorized by Syracuse City.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Ninigret Construction Company North LC

Eric Rice

## ACKNOWLEDGMENT

State of Utah }  
County of Davis } ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_.

Residing At: \_\_\_\_\_ A Notary Public commissioned in Utah

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Print Name

## NARRATIVE

This survey and subdivision plat were requested by Mr. Eric Rice for the purpose of platting (2) Commercial Lots.

Brass cap monuments were found at the Southeast Corner of Section 3, and the East Quarter Corner of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian.

A line bearing North 0°08'31" East between these two monuments was used as the basis of bearings.

Highway Right of way markers were found along the South line of State Route 193 and were used to establish the North line of the Property

## SURVEYOR'S CERTIFICATE

I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein, and find them to be correct and to agree with the lines and monuments on record in this office.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

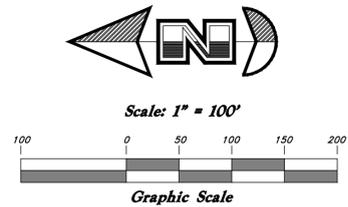
Signature

## DAVIS COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND  
RECORDED \_\_\_\_\_ AT  
\_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL  
RECORDS, PAGE \_\_\_\_\_ RECORDED  
FOR \_\_\_\_\_

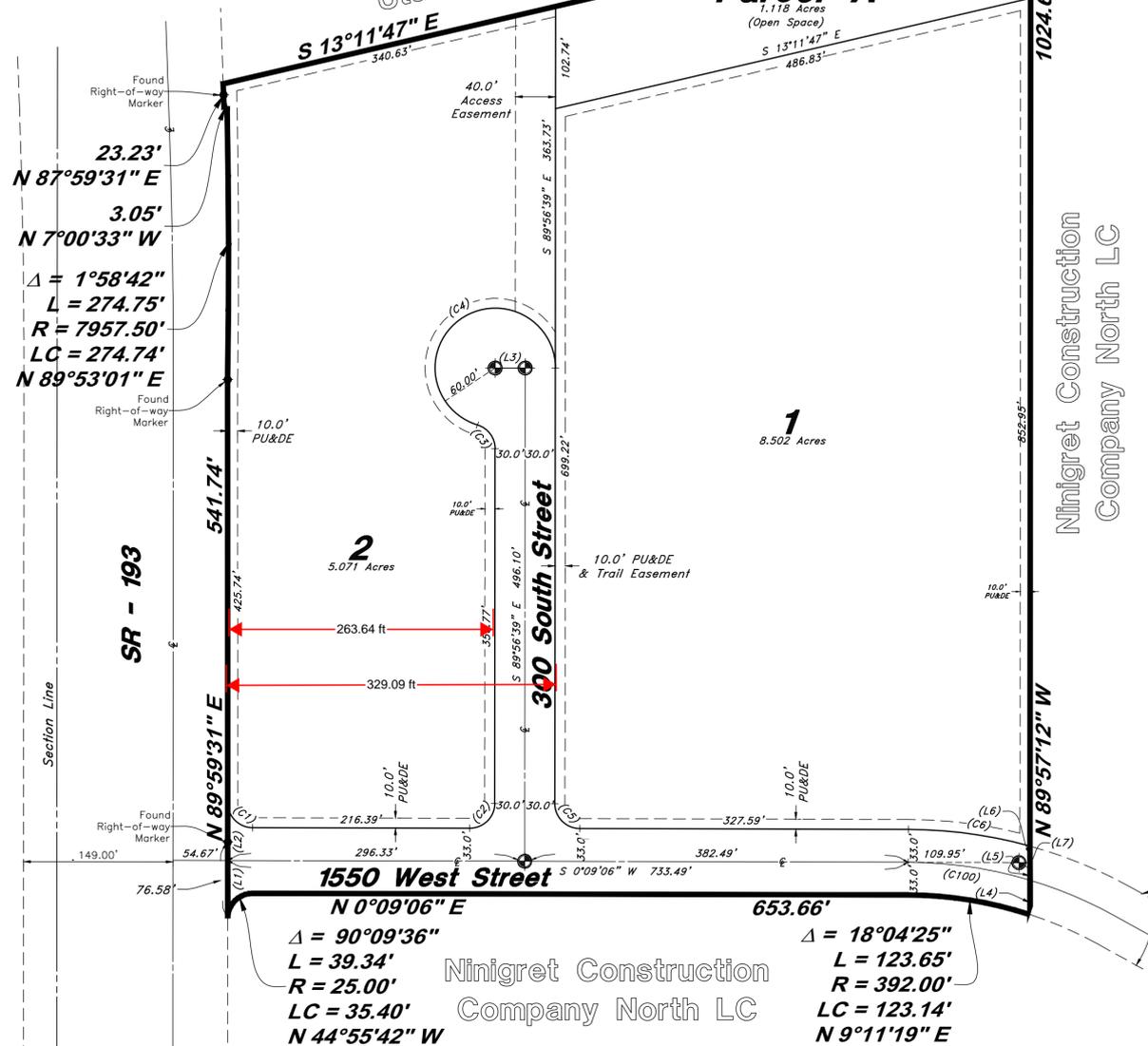
DAVIS COUNTY RECORDER

BY: \_\_\_\_\_ DEPUTY



Scale: 1" = 100'

Graphic Scale



## LEGEND

- ▲ Set Nail & Washer
- Set Rebar & Cap
- Hub & Tack
- ⊕ Monument to be Set
- ◆ Section Corner
- (Rad) Radial line
- (N/R) Non-Radial line
- D.C.S. Davis County Survey
- - - Public Utility & Drainage Easement Line

## PROPERTY LINE CURVE DATA

| Curve | Delta      | Radius  | Length  | Chord   | Chord Bearing |
|-------|------------|---------|---------|---------|---------------|
| (C1)  | 89°50'24"  | 25.00'  | 39.20'  | 35.31'  | S 45°04'18" W |
| (C2)  | 90°05'45"  | 25.00'  | 39.31'  | 35.38'  | S 44°53'46" E |
| (C3)  | 72°53'43"  | 25.00'  | 31.81'  | 29.70'  | N 53°36'30" E |
| (C4)  | 252°31'20" | 60.00'  | 264.44' | 96.76'  | S 36°34'42" E |
| (C5)  | 89°50'55"  | 25.00'  | 39.20'  | 35.31'  | S 45°04'34" W |
| (C6)  | 15°22'56"  | 458.00' | 122.96' | 122.59' | N 7°50'34" E  |

## CENTERLINE CURVE DATA

| Curve  | Delta     | Radius  | Length  | Chord   | Chord Bearing |
|--------|-----------|---------|---------|---------|---------------|
| (C100) | 16°37'07" | 425.00' | 123.27' | 122.84' | S 8°27'40" W  |

## LINE DATA

| Line | Bearing       | Length |
|------|---------------|--------|
| (L1) | N 89°59'31" E | 58.07  |
| (L2) | N 89°59'31" E | 57.93  |
| (L3) | S 0°03'21" W  | 30.00  |
| (L4) | S 89°57'12" E | 34.59  |
| (L5) | S 89°57'12" E | 11.33  |
| (L6) | S 89°57'12" E | 23.01  |
| (L7) | S 29°09'42" W | 13.24  |

## NOTE:

10' Wide Public Utility and Drainage Easements on each side of lot lines as indicated by dashed lines.

## SYRACUSE CITY APPROVAL

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Syracuse City, Utah this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

City Recorder

Mayor

## SYRACUSE CITY PLANNING COMMISSION

Approved by the Syracuse City Planning Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Chair



5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544  
WWW.GREATABASINENGINEERING.COM

# EXHIBIT F

# Ninigret North II - Subdivision

A part of the South Half of Section 3,  
T4N, R2W, SLB&M, U.S. Survey  
Syracuse City, Davis County, Utah  
December 2014

## SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58 Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I also do hereby certify that Ninigret North II - Subdivision in Syracuse City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monumented Lot corners have been set as shown on this drawing.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Andy Hubbard

## DESCRIPTION

A part of the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Syracuse City, Davis County, Utah

Beginning at a point which is 1576.79 feet North 89°56'33" West along the Section line and 1714.45 feet North 89°57'12" West from the Southeast Corner of said Section 3, and running thence North 89°57'12" West 1024.62 feet to a point on the arc of a curve; thence Northeastly along the arc of a 392.00 foot Radius curve to the left a distance of 123.65 feet (Delta Angle equals 18°04'25", Center bears North 71°46'29" West, and Long Chord bears North 9°11'19" East 123.14 feet); thence North 0°09'06" East 653.66 feet to a point of curvature; thence Northwestly along the arc of a 25.00 foot Radius curve to the left a distance of 39.34 feet (Delta Angle equals 90°09'36", Center bears North 89°50'54", Long Chord bears North 44°55'42" West 35.40 feet) to the South line of State Route 193; thence four (4) courses along said South line as follows: (1) North 89°59'31" East 541.74 feet to a point of curvature; (2) Easterly along the arc of a 7957.50 foot Radius curve to the left a distance of 274.75 feet (Delta Angle equals 1°58'42", Center bears North 0°52'22" East, and Long Chord bears North 89°53'01" East 274.74 feet); (3) North 7°00'33" West 3.05 feet; and (4) North 87°59'31" East 23.23 feet; thence South 13°11'47" East 827.44 feet to the point of beginning.

Contains: 16.753 acres

## OWNER'S DEDICATION

I, the undersigned owner of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat, and name said tract XXXXXXXX, and hereby dedicate, grant and convey to Syracuse City, Davis County, Utah, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to Syracuse City those certain strips as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, as may be authorized by Syracuse City.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Ninigret Construction Company North LC

Eric Rice

## ACKNOWLEDGMENT

State of Utah }  
County of Davis } ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_.

Residing At: \_\_\_\_\_ A Notary Public commissioned in Utah

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ Print Name \_\_\_\_\_

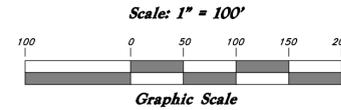
## NARRATIVE

This survey and subdivision plat were requested by Mr. Eric Rice for the purpose of platting (5) Commercial Lots.  
Brass cap monuments were found at the Southeast Corner of Section 3, and the East Quarter Corner of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian.  
A line bearing North 0°08'31" East between these two monuments was used as the basis of bearings.  
Highway Right of way markers were found along the South line of State Route 193 and were used to establish the North line of the Property

DAVIS COUNTY RECORDER  
ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND RECORDED \_\_\_\_\_ AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS, PAGE \_\_\_\_\_ RECORDED FOR \_\_\_\_\_  
DAVIS COUNTY RECORDER  
BY: \_\_\_\_\_ DEPUTY

- LEGEND**
- ▲ Set Nail & Washer
  - Set Rebar & Cap
  - Hub & Tack
  - ⊕ Monument to be Set
  - ◆ Section Corner
  - (Rad) Radial line
  - (N/R) Non-Radial line
  - D.C.S. Davis County Survey
  - Public Utility & Drainage Easement Line

**NOTE:**  
10' Wide Public Utility and Drainage Easements on each side of lot lines as indicated by dashed lines.

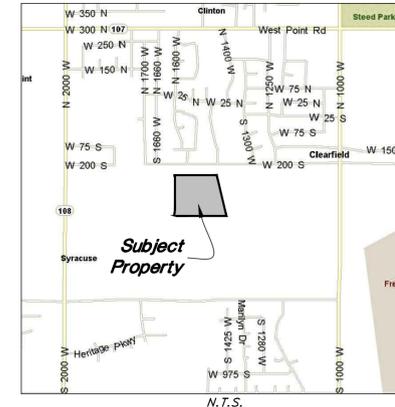


N 0°08'31" E (Basis of Bearings) (2636.67' D.C.S.)  
2636.76' Meas.

Southeast Corner Section 3, T4N, R2W, SLB&M, U.S. Survey (Found Brass Cap)

East 1/4 Corner Section 10, T4N, R2W, SLB&M, U.S. Survey (Found Brass Cap)

## Vicinity Map



## PROPERTY LINE CURVE DATA

| Curve | Delta      | Radius   | Length  | Chord   | Chord Bearing |
|-------|------------|----------|---------|---------|---------------|
| (C1)  | 89°50'24"  | 25.00'   | 39.20'  | 35.31'  | N 45°04'18" E |
| (C2)  | 90°05'45"  | 25.00'   | 39.31'  | 35.38'  | N 44°53'46" W |
| (C3)  | 72°53'43"  | 25.00'   | 31.81'  | 29.70'  | N 53°36'30" E |
| (C4)  | 74°17'35"  | 60.00'   | 77.80'  | 72.46'  | S 54°18'26" W |
| (C5)  | 178°13'44" | 60.00'   | 186.64' | 119.99' | N 0°34'06" E  |
| (C6)  | 89°50'55"  | 25.00'   | 39.20'  | 35.31'  | S 45°04'34" W |
| (C7)  | 15°22'56"  | 458.00'  | 122.96' | 122.59' | N 7°50'34" E  |
| (C8)  | 0°07'58"   | 7957.50' | 18.44'  | 18.44'  | S 89°11'37" E |
| (C9)  | 1°50'44"   | 7957.50' | 256.31' | 256.30' | N 89°49'02" E |

## CENTERLINE CURVE DATA

| Curve  | Delta     | Radius  | Length  | Chord   | Chord Bearing |
|--------|-----------|---------|---------|---------|---------------|
| (C100) | 16°37'07" | 425.00' | 123.27' | 122.84' | S 8°27'40" W  |

## LINE DATA

| Line | Bearing       | Length |
|------|---------------|--------|
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| (L2) | N 89°59'31" E | 57.93  |
| (L3) | S 0°03'21" W  | 30.00  |
| (L4) | S 89°57'12" E | 34.59  |
| (L5) | S 89°57'12" E | 11.33  |
| (L6) | S 89°57'12" E | 23.01  |
| (L7) | S 29°09'42" W | 13.24  |

## SYRACUSE CITY APPROVAL

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Syracuse City, Utah this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Attest \_\_\_\_\_

Title \_\_\_\_\_

City Recorder

Mayor

## SYRACUSE CITY PLANNING COMMISSION

Approved by the Syracuse City Planning Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Chair

## SYRACUSE CITY ENGINEER

I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein, and find them to be correct and to agree with the lines and monuments on record in this office.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Signature

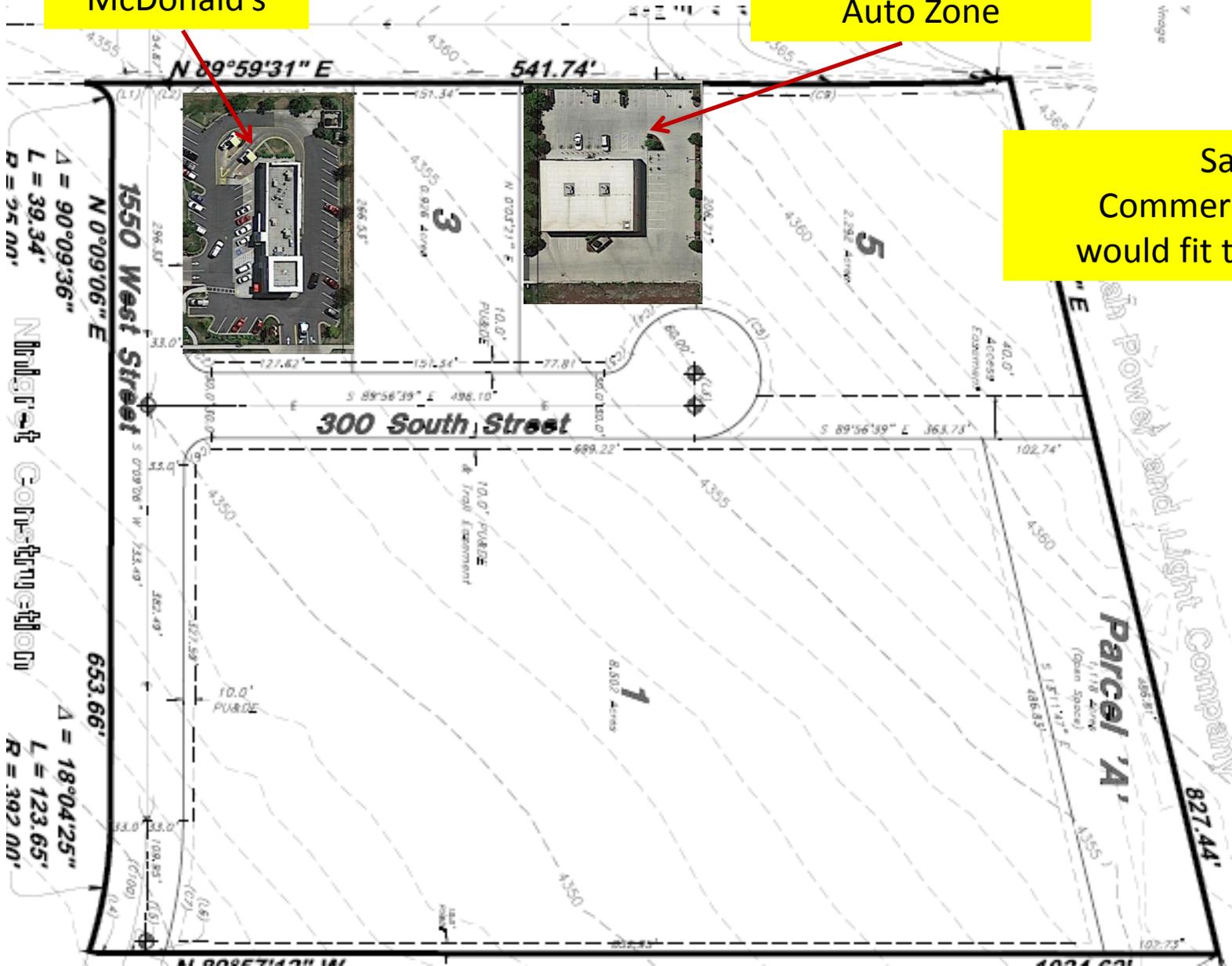
**GREAT BASIN ENGINEERING**  
5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544  
WWW.GREATBASINENGINEERING.COM

# EXHIBIT G

McDonald's

Auto Zone

Sample of Commercial that would fit this area



$\Delta = 90^{\circ}09'36''$   
 $L = 39.34'$   
 $R = 75.00'$

1550 West Street  
 $N 0^{\circ}09'06'' E$   
 653.66'

$\Delta = 18^{\circ}04'25''$   
 $L = 123.65'$   
 $R = 392.00'$

$N 89^{\circ}59'31'' E$

541.74'

300 South Street

Parcel 'A'

827.44'

3

5

1

4