



SYRACUSE CITY

Syracuse City Redevelopment Agency Agenda

March 9, 2021 – immediately following the City Council Business Meeting, which begins at 6:00 p.m.

Electronic Via Zoom Meeting

Streamed on Syracuse City YouTube Channel

Public meeting will be held electronically in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020. Pursuant to written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to infections and potentially dangerous nature of COVID-19 virus, public meetings will be held electronically for the next thirty (30) days. The YouTube live stream of the meeting can be found at the following [link](#).

Connect to the meeting using:

<https://us02web.zoom.us/j/86242241827>

Meeting ID: 862 4224 1827

Connect via telephone: +1-301-715-8592 US

Meeting ID: 862 4224 1827

1. Meeting called to order
Adopt agenda
2. Proposed Resolution RDA21-02 authorizing the execution of an agreement for tax increment rebates related to development of office/retail/storage facility project. (5 min.) *Board discussion, if necessary, will commence with Boardmember Savage.*
3. Adjourn.

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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 4<sup>th</sup> day of March, 2021 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 March 4, 2021.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER



# RDA AGENDA

March 9, 2021

## LEGISLATIVE ITEM

Agenda Item #2

### **Potential Incentive Option for a Proposed Office/Retail/Storage Project**

#### *Summary*

An office/storage/warehouse/retail development is proposed to be built surrounding the Pizza Factory. In preparation for the development, the land owner is requesting that the RDA Board assist him in infrastructure improvements that would serve the future development and also make travel between commercial projects more convenient and safe. The improvements would also alleviate some pressure off the busy intersection of Bluff Ridge Drive and Antelope Drive. It may also assist in expediting the construction of the buildings and freeing up moneys that could be used to make the facades more attractive. The funds would be used to build the drive isles prior to the buildings. The drive isles are needed to ensure cross access between projects and also create a network of options for motorists attempting to turn left on Antelope from Bluff Ridge Drive. The funds would be used to install the needed sewer, storm drain, culinary waterlines, and pave the driveways needed to get the project rolling. The total requested for the entire project is \$512,897.

This incentive is different than most as it requesting money up front rather than tax rebate. As the 750 W RDA is more established than others, there are sufficient funds available should it be desireable to the RDA Board.

The approximate breakdown of the project square footages are: Retail - 5,000, Flex Office/Warehouse - 20,000 sf, Storage Units - 23,000 sf.

It is not common practice to offer tax increment funds to a project of this scale and use type, however, the immediate benefits of improved traffic safety and circulation could be enjoyed by the surrounding residents. The improvements may alleviate concerns expressed by them recently in conjunction with the proposed 'Brigg's' mixed use project.

If the incentive is desired, staff recommends making the funds contingent upon the developer granting public access accross the properties both to the east and to the west legalizing the improved traffic circulation described above. Also, staff recommends putting a required time limit to when the improvements will be made and a time limitation on when the project's buldings are required to be built. After the building is built, there may be additional opportunities to incentivise specific employers to locate into the building.

The item was last discussed on September 22, 2020 where it was tabled for more accurate bid and plans. The developer has since provided revised plans and bid. City Council reviewed the item on 1-26-21 and tabled the item again because they requested three bids to be provided. The bids came in and are attached: Consolodated Paving and Concrete \$624,802.75, Slippery Rock \$626,109.10, Wasatch Sand and Gravel \$512,897.40.

#### *Goals of Discussion*

Vote to approve, approve with conditions, table, or deny this item.

**AGREEMENT FOR 2021 INFRASTRUCTURE IMPROVEMENTS WITHIN  
THE 750 WEST REDEVELOPMENT AREA OF THE SYRACUSE CITY  
REDEVELOPMENT AGENCY**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, this Agreement for the 2021 Infrastructure Improvements Within the 750 West Redevelopment Area of the Syracuse City Redevelopment Agency, is made and entered into by and among \_\_\_\_\_, a Utah limited liability company (the “Developer”), and the REDEVELOPMENT AGENCY OF SYRACUSE CITY, a municipal corporation and political subdivision of the State of Utah (the “Agency”).

The Developer and Agency are sometimes referred to individually in this Amendment as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The Agency has previously established a redevelopment area at 750 West near Antelope Drive (the “RDA Area”).
- B. Developer desires to engage in commercial development on multiple parcels in the RDA Area (the “Project”) and has requested Agency assistance in establishing infrastructure improvements in the area (the “Improvements”).
- C. The Agency considers these improvements and the proposed commercial development to benefit the RDA Area and City generally, in addition to immediate benefits to the Developer’s project, due to increased cross-access between commercial uses and creating a network of options for motorists attempting to enter Antelope Drive.
- D. The Parties desire to facilitate the installation of these improvements, as provided in this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**ARTICLE I**

**DEVELOPER’S PROJECT**

### Section 1.1 Property Affected by Agreement

This Agreement relates to specific improvements that will be located on the following properties (the “Parcels”), the legal descriptions of which are attached as Exhibit A, and incorporated into this Agreement by reference:

- A. Davis County Parcel 12-738-0004, owned by Syrcor, LLC;
- B. Davis County Parcel 12-738-0002, owned by Trico Holdings, LC; and
- C. Davis County Parcel 12-079-0139, owned by Rocky Mountain Power.

### Section 1.2 Authorization to Conduct the Work

The Developer affirms that it either has current and binding authority to complete the Improvements on the properties identified in Section 1.1, or that it will obtain such authority from the property owners prior to requesting any disbursement of funds from the Agency.

### Section 1.3 Development Plans

The Developer plans to establish commercial development in the Project on Parcels 12-738-0004 and 12-738-0002, as provided in the Sketch Plan, attached as Exhibit B and incorporated into this Agreement by reference. This Agreement does not constitute City approval of the Sketch Plan or vest Developer with rights to develop contrary to applicable zoning, ordinances, laws or regulations. If there is a conflict between the Sketch Plan and ordinance, law or regulation, then the ordinance, law or regulation will apply to the Project.

### Section 1.4 Infrastructure Improvements

The Parties have agreed on installing the Improvements on the affected properties identified in Section 1.1, as part of the commercial development. The specific improvements to be installed are included on the Infrastructure Plan, attached as Exhibit C and incorporated into this Agreement by reference.

## ARTICLE II

### DEVELOPER’S OBLIGATIONS

The Developer agrees to the following:

Section 2.1 Installation of Improvements. Within six months of signing, the Developer shall install the Improvements shown in Exhibit C. The Improvements shall be installed in accordance with applicable laws and regulations following site plan approval.

### Section 2.2 Commercial Development.

- A. The Developer shall complete construction on the Parcels identified in Section 1.3, in substantial compliance with the Sketch Plan, by the following dates:

1. For Building 1 (storage), by December 31, 2021;
  2. For Building 2 (flex office), by December 31, 2022; and
  3. For Building 3 (retail commercial), by December 31, 2024.
- B. The Building 3 construction may be extended by an additional year if the market for office uses has undergone a recession or reduction such that buildings for such uses are being left vacant or are not being built in Davis County, Utah.

Section 2.3 Access Easements. The Infrastructure shall be privately owned and maintained by the property owner on which the Infrastructure is installed, or applicable successors in interest. Nevertheless, the Developer shall be required to grant a perpetual, public access easements for all drives and access points included on the Sketch Plan (Exhibit B), and also grant or acquire a perpetual, public access easement connecting to the East and West of the Parcels, as shown on the Sketch Plan (Exhibit B). If property is owned by entities other than the Developer, then the Developer is responsible to obtain the perpetual, public access easements as it relates to the separately owned property. The grant of the perpetual, public access easements shall occur at or before the time that the Developer first requests payment from the Agency, as provided in Article III of this Agreement.

Section 2.4 Payment of Fees. The parties anticipate that the Development, including the Improvements will require payment of fees to the City, including site plan fees, inspection fees, impact fees, building permit fees, or other fees generally applicable to development in the City. Developer shall pay all necessary fees assessed by Syracuse City and other government entities which are required to begin construction of the Improvements. This Agreement does not waive any applicable development fees or obligate the Agency to pay them.

Section 2.5 Obtaining Permits. The Developer shall have the sole responsibility to obtain all necessary permits and approvals to construct the improvements and shall make application for such permits and approvals directly to Syracuse City and other appropriate agencies and departments. This Agreement does not waive any requirements associated with permit applications, including inspection or fee requirements.

Section 2.6 Payment of Ad Valorem Taxes. The Developer shall ensure the timely payment of all real and personal property taxes (the “Ad Valorem Taxes”) for Parcels 12-738-0004 and 12-738-0002 for the duration of this Agreement. Subject to the Developer’s right to protest or appeal as provided below, for each tax increment year, all Ad Valorem Taxes and assessments levied or imposed on the Project, any of the improvements, and any personal property on site shall be paid annually by the Developer or current owner before the delinquency date which is currently set by Utah Code § 59-2-1331 as November 30. The Developer shall have the right to protest or appeal the amount of the Assessed Taxable Value and taxes levied against the Project by the County Assessor, State Tax Commission or any lawful entity authorized by law to

determine the Ad Valorem Taxes against the Project, the improvements, personal property at the Site, or any portion thereof in the same manner as any other taxpayer as provided by law. The Developer shall, however, notify the Agency in writing within ten (10) business days of the Developer's or current property owner's filing of any protest or appeal of such assessment determination or taxes and provide a copy to the Agency of any protest or appeal of such assessment and information submitted as part of the protest or appeal. In addition, the Developer shall give to the Agency written notice at least fifteen (15) calendar days prior to the time and date of such protest or appeal is to be heard. The Agency shall have the right, without objection by the Developer, to appear at the time and date of such protest or appeal and to present oral or written information or evidence in support of, or in objection to, the amount of assessment or taxes which should or should not be assessed against the real or personal property of the Project.

### ARTICLE III

#### AGENCY OBLIGATIONS

Section 3.1 Maximum Amount. The Agency agrees to a fund construction costs not to exceed Five hundred twelve thousand, eight hundred ninety-seven dollars and forty cents (\$512,897.40) for the Improvements identified on the Infrastructure Plan (Exhibit C).

Section 3.2 Progression Draws Acceptable. Developer may request draws from the Agency as the Infrastructure is installed and inspected by the City. Three draws are anticipated, with a first to be completed after the first one-third of the installation, the second after two-thirds completion, and a final draw after final completion of the project. Work to be completed in each third is provided in the Infrastructure Plan (Exhibit C). Prior to any fund dispersal, the work shall pass city inspection finding that it was built to building code and according to plan.

Section 3.3 Conditions Precedent for Reimbursement. The Agency's payment of reimbursement is expressly conditioned upon the following having occurred, and which are presently applicable at the time of the rebate request:

- A. Developer is maintaining a Payment Bond for all contractors, subcontractors and suppliers who perform work on the Infrastructure;
- B. The work included on the invoice and sought from the Agency is only for costs related to the installation of Infrastructure, and not for any other costs associated with the development of the Project;
- C. Developer has provided an invoice to the City with supporting, itemized documentation from the contractor supporting all costs being requested for reimbursement;
- D. Developer has provided perpetual, public access easements for the areas identified on the Sketch Plan, as provided in Section 2.3 of this Agreement; and
- E. Developer's parcels identified in Section 2.6 are not identified as delinquent in Davis County records as it relates to tax obligations.

- F. All work passed city inspection finding that it was built to building code and according to plans provided in Exhibit C.

Section 3.4    Timing of Payments.

- A. Upon the receipt of an invoice from the Developer and a verification of their eligibility for payment pursuant to Section 3.3, the Agency will tender payment to the Developer within twenty-one (21) days.
- B. Requests for more information or documents shall be conveyed to the Developer within seven (7) business days of receipt of the invoice, and Developer shall have seven (7) business days to produce such information. In such cases, the deadline to tender payment shall be extended by the number of days between the request for more information and the Developer's production of that information.

Section 3.5    Sole Source of Agency's Funding. The Developer understands and agrees that the only source of monies available to the Agency to pay its obligations hereunder are tax increment monies actually received by the Agency from the RDA Project Area. Only available tax increment monies from the Project Area, less any negative tax increment from the Project Area deducted by the County Assessor's office, will be available to the Agency to meet said obligations.

## ARTICLE IV

### REMEDIES

Section 4.1    Default Due to Lack of Improvement Construction. If the Developer fails to complete construction of the Improvements by the date indicated in Section 2.1, then the Developer will be deemed to be in breach of contract, and the Agency may terminate this Agreement by providing written notice of the termination to the Developer. Termination of the Agreement by the City shall relieve it of any obligation to pay amounts which have not yet been tendered to the Developer.

Section 4.2    Default Due to Lack of Construction of Commercial Properties.

- A. The promise to complete commercial development is a crucial component of this Agreement for the Agency. The completion of the Improvements are valuable to the Agency, but their value is not as great as the Agency's agreed upon reimbursements in the absence of the commercial development.
- B. If the Developer fails to complete construction of the commercial components of the Project by the dates established in Section 2.2, then the Developer shall be responsible to repay to the Agency the following amounts, which percentages are cumulative with each other:

1. For Building 1(storage), twenty percent (20%) of the total paid by the Agency under this Agreement;
  2. For Building 2 (flex office/warehouse), twenty percent (20%) of the total paid by the Agency under this Agreement; and
  3. For Building 3 (retail commercial), ten percent (10%) of the total paid by the Agency under this Agreement.
- C. Upon written notice from the Agency, the Developer shall tender the amounts owed under this Section 4.2 within sixty (60) days of receipt of that notice.
- D. If the Developer fails to tender the amounts owed under Subsection (C) of this Section 4.2, then this Agreement shall be sufficient evidence to support a lien against Parcels 12-738-0004 and 12-738-0002, jointly and severally, for the amounts due. Amounts subjected to liens shall accrue interest at five percent (5%) per annum, accrued on a monthly basis. The Developer and any successor in interest in ownership of those Parcels waive and forego any objection or defense to the entry of that lien by the City.

Section 4.3 Default Generally. If either Party is in breach of any other substantial obligation under this Agreement, the breaching Party shall, upon written notice from the non-breaching Party, proceed immediately to cure or remedy such default or breach, and in any event, do so within thirty (30) calendar days after receipt of such notice or if such default or failure is of a type that cannot reasonably be cured within such thirty (30) calendar day period, within ninety (90) days, provided that such cure is commenced within the thirty (30) day period and diligently pursued to completion. The Parties may agree to a longer period to cure, in writing. If action is not taken, or diligently pursued, or the breach is not cured or remedied as provided in this Article, the non-breaching Party may institute such proceedings as may be necessary or desirable, at its option, to cure or remedy such default. This includes, but is not limited to, proceedings to compel specific performance by the Party in default, termination of the Agreement, an action as allowed by law or equity, or as provided in this Agreement.

Section 4.4 Delay. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

Section 4.5 Remedies Cumulative/Non-Waiver. The rights and remedies of the Parties of this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times. No waiver made by any Party regarding the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party, beyond those expressly waived.

## ARTICLE V

## OTHER PROVISIONS

Section 5.1 Term. The term of this Agreement shall commence upon the execution by both Parties and shall continue until the earliest of the following:

1. The issuance of certificates of occupancy for the commercial components contemplated by the Sketch Plan (Exhibit B), as well as the acceptance and completion of any warranty periods applicable to the Infrastructure;
2. The mutual termination of the Agreement by the Parties; or
3. The termination of the Agreement as provided in Section 5.2.

Section 5.2 Termination. This Agreement may be terminated:

1. By the Developer at any time prior to the issuance of any payments by the City, by delivering written notification of the termination;
2. By the Agency at any time prior to the execution of a contract for Improvement installation by the Developer, upon a written notification of the termination following a vote by the Agency's Board of Directors to do so;
3. By mutual, written agreement by the Parties on the terms indicated in the written termination; or
4. By the non-defaulting Party, after notice has been provided pursuant to Sections 4.1, 4.2 or 4.3 of this Agreement.

Section 5.3 Notices. If notice is required by any of the provisions of this Agreement, then it shall be accomplished and deemed given upon personal or hand-delivery, confirmed facsimile transmission, e-mail, or upon the third business day following the day sent, if sent postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses:

AGENCY:                      Attn: City Manager  
                                    Redevelopment Agency of Syracuse City  
                                    1979 West 1900 South  
                                    Syracuse, UT 84075  
                                    Fax: (801) 825-3001  
                                    Email: [bbovero@syracuseut.com](mailto:bbovero@syracuseut.com)

DEVELOPER:                Attn: \_\_\_\_\_  
                                    \_\_\_\_\_  
                                    \_\_\_\_\_  
                                    \_\_\_\_\_  
                                    \_\_\_\_\_  
                                    Email: \_\_\_\_\_

Section 5.4 Government Records. This Agreement and all documents referenced in this Agreement, along with all other records provided to the Agency in consideration of or in compliance with this Agreement, are subject to the provisions of the Utah Government Records Access and Management Act.

Section 5.5 Governmental Immunity. The Developer acknowledges that the Agency is a body Corporate and politic of the state of Utah, subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 et seq. (the “Act”), and the Developer acknowledges and agrees that nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.

Section 5.6 Indemnity. The Developer agrees to indemnify, hold harmless and defend the Agency, its officers, agents, and employees, from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death or damage to property or profits, and liens of workmen and material men (suppliers), however alleged caused, resulting directly or indirectly from, or arising out of the construction, development, operation or use of the Project, breach of this Agreement on the part of the Developer, or the negligent acts or omissions by the Developer or its agents, representatives, officers, employees, or subcontractors in the performance of this Agreement. The Developer does not, however, indemnify the Agency for any losses, damages, injuries, liabilities, or claims arising from the negligence or willful misconduct of the Agency, its officers, agents or employees.

Section 5.7 No Agency. No agent, employee, or servant of either Party is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by any Party to its employees, including worker’s compensation insurance, health insurance or unemployment insurance, are available to the employees, agents, contractors, or servants of the other Party. The Parties shall be solely and entirely responsible for their respective actions and for the acts of their respective agents, employees, contractors and servants.

Section 5.8 No Joint Venture. The Agency and Developer have not formed a joint venture, and the Agency is not responsible for any delinquencies in payments to contractors, debts, liabilities or other instruments associated with the Project, except the obligations under this Agreement. Conversely, the Agency is not entitled to any profits or repayments of the amounts expended, except as provided in this Agreement or in the form of tax increment.

Section 5.9 Ethical Standards. The Developer represents that it has not: (1) provided an illegal gift or payoff to any officer or employee of the Agency, or former officer or employee of the Agency, or to any relative or business entity of an officer or employee of the Agency, or relative or business entity of a former officer or employee of the Agency; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (3) breached any of the ethical

standards set forth in Utah law; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the Agency or former officer or employee of the Agency to breach any of the ethical standards set forth in Utah law or City ordinances.

Section 5.10 No Officer or Employee Interest. No officer or employee of the Agency has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer or any member of any such person's families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. If they currently hold such positions, they will disclose their affiliation with the Developer, and will abstain from making any input, recommendation nor decision regarding the Developer.

Section 5.11 Compliance with Laws. The Parties each agree that they will comply with all applicable federal, state and local laws, rules and regulations in the performance of their duties under this Agreement.

Section 5.12 Non-Discrimination. The Developer, and all persons acting on its behalf, agree that they shall comply with all federal, state and City laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

Section 5.13 Assignment. The Developer shall not assign or transfer its duties of performance, nor its rights to compensation under this Agreement, without the prior, written consent of the Agency, which shall not be unreasonably withheld. Disapproval shall generally be conditioned upon assignment or transfer of rights to a person or entity lacking the ability or assets necessary to complete the Agreement. If the Agency withholds consent, it shall provide a detailed explanation for the disapproval.

Section 5.14 Time. The Parties agree that time is of the essence in the performance of this Agreement and each and every term and provision herein.

Section 5.15 Entire Agreement. The Agency and Developer agree that this Agreement constitutes the entire, integrated understanding between the Parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement. This Agreement may not be modified, except in writing, signed by the Parties.

Section 5.16 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah and the ordinances of Syracuse City. All legal actions shall be maintained in the Second District Court of the State of Utah.

Section 5.17 Miscellaneous.

- A. The recitals and exhibits attached to this Agreement shall be and hereby are incorporated in and are an integral part of this Agreement, by this reference.
- B. This Agreement shall be binding upon, and shall inure to the benefit of the parties to it and their respective successors and assigns.
- C. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severable from the remainder of the Agreement, and such invalidity and unenforceability shall not be construed to have any effect on the remaining provisions of the Agreement.
- D. This Agreement is not intended to, and it shall not be construed to, provide or convey any right or benefit upon any third party.
- E. Each Party shall bear the costs and expenses associated with this Agreement, including legal and consulting fees, as well as the preparation of all documents contemplated by this Agreement.
- F. Except as provided in this Agreement, whenever a period of time is in this Amended Agreement prescribed for action to be taken by a Party, said Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to a Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests:
  - a. The act or event prevents a Party, in whole or in part, from performing its obligations or satisfying any conditions under this Agreement;
  - b. The act or event is beyond the reasonable control of and not primarily the fault of a Party; and
  - c. A Party has been unable to avoid or overcome the act or event by the exercise of commercially reasonable due diligence.
  - d. In furtherance of this definition, and not in limitation of such definition, each of the following acts and events is deemed to be a Force Majeure Event: war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, cyclone, tornado, explosion, civil disturbance, acts of God or the public enemy, terrorist acts, military action, epidemic, famine or plague, action of a court or public authority, strike, or riot. Notwithstanding the foregoing, a Force Majeure Event shall not include economic hardship, changes in market conditions, insufficiency of revenues or funds, or the financial condition of a Party, or the sale, transfer, liquidation, insolvency, failure, secession, disbandment, dissolution or termination of any person owning any interest in a Party.

(signatures appear on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement for the 2021 Infrastructure Improvements Within the 750 West Redevelopment Area of the Syracuse City Redevelopment Agency as of the day and year recited above.

DEVELOPER:

\_\_\_\_\_

A Utah \_\_\_\_\_ Company

By: \_\_\_\_\_

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

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

STATE OF UTAH )

) ss.

COUNTY OF DAVIS )

On \_\_\_\_\_, 2020, personally appearing before me \_\_\_\_\_ who  
being duly sworn did say that he/she is the \_\_\_\_\_ of  
\_\_\_\_\_, and that said instrument was signed on behalf of said  
\_\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC

AGENCY:

REDEVELOPMENT AGENCY OF  
SYRACUSE CITY

By: \_\_\_\_\_

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

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

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_

STATE OF UTAH                    )

) ss.

COUNTY OF DAVIS                )

On \_\_\_\_\_, 2020, personally appearing before me \_\_\_\_\_  
who being duly sworn did say that he is the \_\_\_\_\_ of  
REDEVELOPMENT AGENCY OF SYRACUSE CITY, and that said instrument was signed on  
behalf of the Redevelopment Agency of Syracuse City, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A  
LEGAL DESCRIPTIONS OF PARCELS

Parcel 12-738-0004

ALL OF LOT 4, SYRACUSE GATEWAY PHASE 2 COMMERCIAL SUBDIVISION.  
CONT. 0.81000 ACRES.

Parcel 12-738-0002

ALL OF LOT 2, SYRACUSE GATEWAY PHASE 2 COMMERCIAL SUBDIVISION.  
CONT. 2.72000 ACRES.

Parcel 12-079-0139

BEG AT A PT N 89°59'50" W 693.71 FT ALG SEC LINE & S 0°11'26" W 55.00 FT TO A PT 55.00 FT PERPLY DISTANT S'LY FR CENTERLINE AT ENGINEER STATION 178+57.83 FR NE COR OF NW 1/4 OF SEC 14-T4N-R2W, SLM; & RUN TH N 89°59'50" W 382.43 FT; TH S 36°26'34" E 649.86 FT; TH S 89°54'21" E 14.09 FT TO A LINE 120 FT SW'LY OF & PARALLEL TO AN EXIST CENTERLINE OF A POWER LINE WITHIN THE ROCKY MOUNTAIN POWER CORRIDOR, SD CENTER LINE WAS DEFINED BY A FIELD SURVEY OF SD LINE IN JANUARY OF 2008; TH S 36°24'44" E 634.45 FT ALG THE SD SW'LY LINE; TH N 0°10'42" E 541.15 FT, M/L, TO A PT ON THE S LINE OF PPTY CONV IN THE SWD RECORDED 01/24/2006 AS ENTRY 2139852 BK 3956 PG 752; TH N 36°26'34" W 13.27 FT; TH N 89°59'50" W 392.06 FT, M/L, TO A PT S 0°11'26" W OF POB; TH N 0°11'26" E 482.95 FT TO POB.

CONT. 4.789 ACRES

EXHIBIT B  
SKETCH PLAN



W 1700 S

108

Antelope Access

Building 3 –  
Retail/Comm.

Public Cross Access

Future  
Development  
Access

Public Cross Access

Building 2 – Flex Office

Building 1 - Storage

Bluff Ridge Dr

EXHIBIT C  
INFRASTRUCTURE PLAN



Know what's below.  
Call before you dig.

CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.

# TRICO COMMERCIAL

700 WEST ANTELOPE DRIVE  
SYRACUSE, UTAH

## INDEX OF DRAWINGS

|       |                           |
|-------|---------------------------|
| C-001 | GENERAL NOTES             |
| C-100 | SITE PLAN                 |
| C-101 | FUTURE SITE PLAN          |
| C-200 | GRADING AND DRAINAGE PLAN |
| C-300 | UTILITY PLAN              |
| C-301 | OFFSITE UTILITY PLAN      |
| C-400 | EROSION CONTROL PLAN      |
| C-500 | DETAILS                   |

FOR APPROVAL  
NOT FOR CONSTRUCTION

DATE PRINTED  
December 15, 2020

### NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

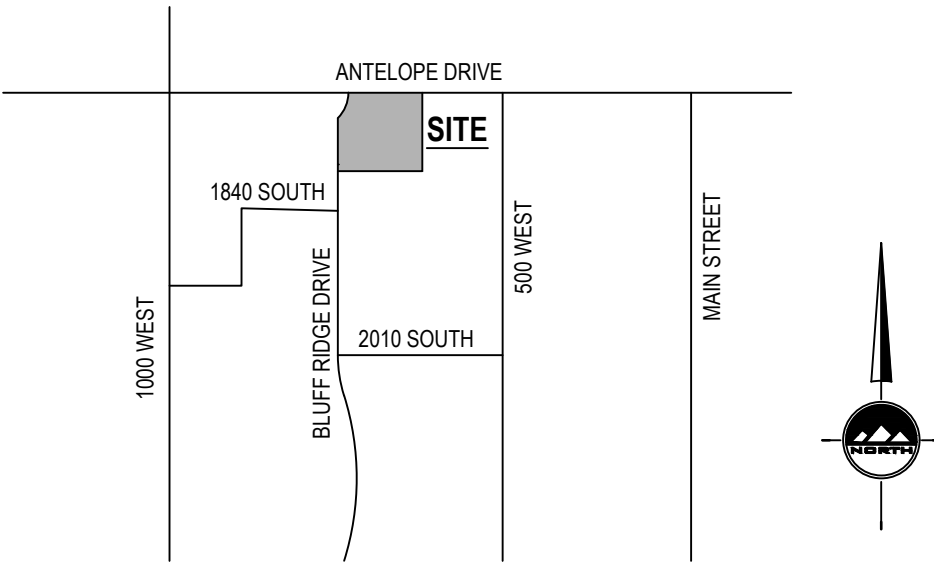
### NOTICE TO DEVELOPER/ CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

### UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

## VICINITY MAP



NO SCALE

## GENERAL NOTES

- ALL WORK SHALL CONFORM TO SYRACUSE CITY STANDARDS & SPECIFICATIONS.
- CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
- BENCHMARK ELEVATION = WEST QUARTER CORNER SECTION 14, T5N, R2W SALT LAKE BASE & MERIDIAN ELEV. = 4303.07.



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TRICO COMMERCIAL

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SYRACUSE, UTAH



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## COVER

PROJECT NUMBER  
L1307R

PRINT DATE  
12/15/20

DRAWN BY  
J.MOSS

CHECKED BY  
C.PRESTON

PROJECT MANAGER  
C.PRESTON

GENERAL NOTES

1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: THE DESIGN ENGINEER, LOCAL AGENCY JURISDICTION, APWA (CURRENT EDITION), AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
2. CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH SOILS REPORT.
3. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID.
4. CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.
8. THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.
9. ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
10. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
11. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
12. ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
13. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
14. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
16. EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND/OR UTILITY MAPPING PROVIDED TO THE ENGINEER, AND THEREFORE UTILITIES MAY NOT BE LOCATED CORRECTLY, EITHER HORIZONTALLY OR VERTICALLY, AND MAY NOT BE ALL INCLUSIVE. CONTRACTOR IS REQUIRED TO FOLLOW THE PROCEDURE OUTLINED BELOW:
- 16.1. CONTRACTOR IS REQUIRED TO LOCATE AND POTHOLE ALL EXISTING UTILITY LINES (BOTH HORIZONTALLY AND VERTICALLY) THAT AFFECT THE PROJECT CONSTRUCTION, EITHER ON-SITE OR OFF-SITE, AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE DESIGN OF THE SITE AS SHOWN ON THE APPROVED PLANS PRIOR TO ANY CONSTRUCTION. IF IT IS DETERMINED THAT CONFLICTS EXIST BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) THE ENGINEER MUST BE NOTIFIED IMMEDIATELY TO CORRECT THE CONFLICTS BEFORE ANY WORK CAN BEGIN. IF THE CONTRACTOR FAILS TO FOLLOW THIS ABSOLUTE REQUIREMENT AND CONFLICTS ARISE DURING CONSTRUCTION THE CONTRACTOR WILL BEAR THE SOLE RESPONSIBILITY TO FIX THE CONFLICTS.
- 16.2. CONTRACTOR IS REQUIRED TO VERIFY THAT PROPER COVER AND PROTECTION OF EXISTING UTILITY LINES IS MAINTAINED OR ATTAINED WITHIN THE DESIGN ONCE VERIFICATION OF THE EXISTING UTILITIES IS COMPLETED AS OUTLINED IN 16.1 ABOVE.
- 16.3. IN ADDITION TO 16.1 AND 16.2 ABOVE THE CONTRACTOR WILL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY "POTHOLING" A MINIMUM OF 300 FEET AHEAD OF PROPOSED PIPELINE CONSTRUCTION TO AVOID POTENTIAL CONFLICTS WITH DESIGNED PIPELINE ALIGNMENT AND GRADE AND EXISTING UTILITIES.
- 16.4. IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) AS DETERMINED UNDER 16.1, 16.2 OR 16.3 THE CONTRACTOR WILL NOTIFY THE ENGINEER IMMEDIATELY TO RESOLVE THE CONFLICT.
- 16.5. IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO IDENTIFY AND/OR "POTHOLE" EXISTING UTILITIES AS REQUIRED IN 16.1, 16.2 AND 16.3 ABOVE, THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.
17. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
18. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
19. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
20. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
21. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT REQUIRED BY THE OWNER.
22. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
23. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
24. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
25. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTORS EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
26. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE. RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
27. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
28. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.
29. ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL TREES FROM DAMAGE.
30. ASPHALT MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE GOVERNING AGENCY PRIOR TO THE PLACEMENT.
31. CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.
32. A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

UTILITY NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, CITY AND STATE REQUIREMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE, UTAH DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL OF THE ABOVE-MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED BY THE ENGINEER.
2. CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE & INTERNET SERVICE, GAS SERVICE, CABLE, AND POWER.
3. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS BASED ON ON-SITE SURVEY. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES AT 1-800-662-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
4. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT CONTRACTOR'S EXPENSE.
5. TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD SPECIFICATIONS (CURRENT EDITION), SECTION 02320 - BACKFILLING TRENCHES, OR AS REQUIRED BY THE GEOTECHNICAL REPORT IF NATIVE MATERIALS ARE USED. NO NATIVE MATERIALS ARE ALLOWED IN THE PIPE ZONE. THE MAXIMUM LIFT FOR BACKFILLING EXCAVATIONS IS DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS.
6. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.
7. THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
8. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE, CAUSED BY ANY CONDITION INCLUDING SETTLEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OR SAID FACILITIES.
9. ALL WATER LINE AND SEWER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
10. ALL MANHOLES, HYDRANTS, VALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED TO FINAL GRADE PER APWA (CURRENT EDITION) STANDARDS AND INSPECTOR REQUIREMENTS. CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CATCH BASINS, AND VALVES PER APWA STANDARDS. ALL MANHOLE, CATCH BASIN, OR CLEANOUT BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED.
11. CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION.
12. SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
13. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
14. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN Dewatered CONDITIONS.
15. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
16. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, EDGE TO EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, CONSTRUCT PER GOVERNING AGENCY'S MINIMUM SEPARATION STANDARDS.
17. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
18. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
19. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

TRAFFIC CONTROL AND SAFETY NOTES

1. TRAFFIC CONTROL AND STRIPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
2. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT M.U.T.C.D.
3. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE APPROPRIATE AGENCY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
4. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
5. DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING, THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE GOVERNING AGENCY FOR REVIEW AND APPROVAL.
6. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE GOVERNING AGENCY.
7. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.
8. ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR BY THESE PLANS.
9. THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUS STOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.

DEMOLITION NOTES

1. EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND MAY NOT BE LOCATED CORRECTLY AND IS NOT ALL INCLUSIVE. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES WITHIN THE PROJECT LIMITS BEFORE BEGINNING DEMOLITION/CONSTRUCTION.
2. THERE MAY BE BURIED UTILITIES WITHIN THE LIMITS OF DISTURBANCE THAT ARE NOT SHOWN ON THE PLANS DUE TO LACK OF MAPPING OR RECORD INFORMATION. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN UNEXPECTED UTILITIES ARE DISCOVERED.
3. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING AND PROTECTING FROM DAMAGE ALL EXISTING UTILITIES AND IMPROVEMENTS WHETHER OR NOT SHOWN ON THESE PLANS. THE FACILITIES AND IMPROVEMENTS ARE BELIEVED TO BE CORRECTLY SHOWN BUT THE CONTRACTOR IS REQUIRED TO SATISFY HIMSELF AS TO THE COMPLETENESS AND ACCURACY OF THE LOCATIONS. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY, OR INDIRECTLY, FROM HIS OPERATIONS, WHETHER OR NOT SAID FACILITIES ARE SHOWN ON THESE PLANS.

GRADING AND DRAINAGE NOTES

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL RELATED ADDENDUMS.
2. THE CONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PROPOSED BUILDING AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.)
3. THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING GRADING FILL OR BASE COURSE. THE AREA SHOULD BE PROOF-ROLLED TO IDENTIFY ANY SOFT AREAS, WHERE SOFT AREAS ARE ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE SOIL AND REPLACE WITH COMPACTED FILL.
4. ALL DEBRIS PILES AND BERMS SHOULD BE REMOVED AND HAULED AWAY FROM SITE OR USED AS GENERAL FILL IN LANDSCAPED AREAS.
5. THE CONTRACTOR SHALL CONSTRUCT THE BUILDING PAD TO THESE DESIGN PLANS AS PART OF THE SITE GRADING CONTRACT, AND STRICTLY ADHERE TO THE SITE PREPARATION AND GRADING REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.
6. THE CONTRACTOR SHALL GRADE THE PROJECT SITE TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING ASPHALT, CURB AND GUTTER, AND ADJOINING SITE IMPROVEMENTS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS TRAVELING THOSE STREETS.
8. THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT AND TAKE ALL NECESSARY PRECAUTIONS AND RECOMMENDED PROCEDURES TO ASSURE SOUND GRADING PRACTICES.
9. THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.
10. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON ON-SITE SURVEY. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND THE RELATED OFF-SITE WORK, SO AS TO GENERATE THE DESIRED SUBGRADE, FINISH GRADES, AND SLOPES SHOWN.
12. THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.
13. THE GRADING CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE OWNER TO PROVIDE FOR THE REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ASSOCIATED PERMIT. ALL CONTRACTOR ACTIVITIES 1 ACRE OR MORE IN SIZE ARE REQUIRED TO PROVIDE A STORM WATER POLLUTION PREVENTION PLAN.
14. ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.
15. THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PURPOSES INCLUDING CONSOLIDATION OF BACKFILL OR DUST CONTROL IS PROHIBITED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WATER FROM GOVERNING AGENCY.
16. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAYS IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY-OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

ABBREVIATIONS

|         |                                            |
|---------|--------------------------------------------|
| APWA    | AMERICAN PUBLIC WORKS ASSOCIATION          |
| AR      | ACCESSIBLE ROUTE                           |
| ASTM    | AMERICAN SOCIETY FOR TESTING AND MATERIALS |
| AWWA    | AMERICAN WATER WORKS ASSOCIATION           |
| BOS     | BOTTOM OF STEP                             |
| BVC     | BEGIN VERTICAL CURVE                       |
| C       | CURB                                       |
| CB      | CATCH BASIN                                |
| CF      | CURB FACE OR CUBIC FEET                    |
| CL      | CENTER LINE                                |
| CO      | CLEAN OUT                                  |
| COMM    | COMMUNICATION                              |
| CONC    | CONCRETE                                   |
| CONT    | CONTINUOUS                                 |
| DIA     | DIAMETER                                   |
| DIP     | DUCTILE IRON PIPE                          |
| ELEC    | ELECTRICAL                                 |
| ELEV    | ELEVATION                                  |
| EOA     | EDGE OF ASPHALT                            |
| EVC     | END OF VERTICAL CURVE                      |
| EW      | EACH WAY                                   |
| EXIST   | EXISTING                                   |
| FF      | FINISH FLOOR                               |
| FG      | FINISH GRADE                               |
| FH      | FIRE HYDRANT                               |
| FL      | FLOW LINE OR FLANGE                        |
| GB      | GRADE BREAK                                |
| GF      | GARAGE FLOOR                               |
| GV      | GATE VALVE                                 |
| HC      | HANDICAP                                   |
| HP      | HIGH POINT                                 |
| IRR     | IRRIGATION                                 |
| K       | RATE OF VERTICAL CURVATURE                 |
| LD      | LAND DRAIN                                 |
| LF      | LINEAR FEET                                |
| LP      | LOW POINT                                  |
| MEX     | MATCH EXISTING                             |
| MH      | MANHOLE                                    |
| MJ      | MECHANICAL JOINT                           |
| NG      | NATURAL GROUND                             |
| NIC     | NOT IN CONTRACT                            |
| NO      | NUMBER                                     |
| OC      | ON CENTER                                  |
| OCEW    | ON CENTER EACH WAY                         |
| OWP     | OVERHEAD POWER                             |
| PC      | POINT OF CURVATURE OR PRESSURE CLASS       |
| PCC     | POINT OF COMPOUND CURVATURE                |
| PI      | POINT OF INTERSECTION                      |
| PVI     | POST INDICATOR VALVE                       |
| PL      | PROPERTY LINE                              |
| PRC     | POINT OF REVERSE CURVATURE                 |
| PRO     | PROPOSED                                   |
| PT      | POINT OF TANGENCY                          |
| PVC     | POINT OF VERTICAL CURVATURE                |
| PVI     | POINT OF VERTICAL INTERSECTION             |
| PVT     | POINT OF VERTICAL TANGENCY                 |
| R       | RADIUS                                     |
| RD      | ROAD DRAIN                                 |
| ROW     | RIGHT OF WAY                               |
| S       | SLOPE                                      |
| SAN SWR | SANITARY SEWER                             |
| SD      | STORM DRAIN                                |
| SEC     | SECONDARY                                  |
| SS      | SANITARY SEWER                             |
| STA     | STATION                                    |
| SW      | SECONDARY WATER LINE                       |
| TBC     | TOP BACK OF CURB                           |
| TOG     | TOP OF GRATE                               |
| TOA     | TOP OF ASPHALT                             |
| TOC     | TOP OF CONCRETE                            |
| TOF     | TOP OF FOUNDATION                          |
| TOW     | TOP OF WALL                                |
| TOS     | TOP OF STEP                                |
| TYP     | TYPICAL                                    |
| VC      | VERTICAL CURVE                             |
| WIV     | WALL INDICATOR VALVE                       |
| W       | WATER LINE                                 |

NOTE: MAY CONTAIN ABBREVIATIONS THAT ARE NOT USED IN THIS PLAN SET.

LEGEND

|  |                                     |  |                                      |
|--|-------------------------------------|--|--------------------------------------|
|  | SECTION CORNER                      |  | EXISTING EDGE OF ASPHALT             |
|  | EXISTING MONUMENT                   |  | PROPOSED EDGE OF ASPHALT             |
|  | PROPOSED MONUMENT                   |  | EXISTING STRIPING                    |
|  | EXISTING REBAR AND CAP              |  | PROPOSED STRIPING                    |
|  | SET ENSIGN REBAR AND CAP            |  | EXISTING FENCE                       |
|  | EXISTING WATER METER                |  | PROPOSED FENCE                       |
|  | PROPOSED WATER METER                |  | EXISTING FLOW LINE                   |
|  | EXISTING WATER MANHOLE              |  | PROPOSED FLOW LINE                   |
|  | PROPOSED WATER MANHOLE              |  | GRADE BREAK                          |
|  | EXISTING WATER BOX                  |  | EXISTING STORM DRAIN LINE            |
|  | EXISTING WATER VALVE                |  | PROPOSED STORM DRAIN LINE            |
|  | PROPOSED WATER VALVE                |  | ROOF DRAIN LINE                      |
|  | EXISTING FIRE HYDRANT               |  | CATCHMENTS                           |
|  | PROPOSED FIRE HYDRANT               |  | HIGHWATER LINE                       |
|  | PROPOSED FIRE DEPARTMENT CONNECTION |  | EXISTING SANITARY SEWER              |
|  | EXISTING SECONDARY WATER VALVE      |  | PROPOSED SANITARY SEWER LINE         |
|  | PROPOSED SECONDARY WATER VALVE      |  | PROPOSED SAN. SWR. SERVICE LINE      |
|  | EXISTING IRRIGATION BOX             |  | EXISTING LAND DRAIN LINE             |
|  | EXISTING IRRIGATION VALVE           |  | PROPOSED LAND DRAIN LINE             |
|  | PROPOSED IRRIGATION VALVE           |  | PROPOSED LAND DRAIN SERVICE LINE     |
|  | EXISTING SANITARY SEWER MANHOLE     |  | EXISTING CULINARY WATER LINE         |
|  | PROPOSED SANITARY SEWER MANHOLE     |  | PROPOSED CULINARY WATER LINE         |
|  | EXISTING SANITARY CLEAN OUT         |  | PROPOSED CULINARY WATER SERVICE LINE |
|  | EXISTING STORM DRAIN CLEAN OUT BOX  |  | EXISTING SECONDARY WATER LINE        |
|  | PROPOSED STORM DRAIN CLEAN OUT BOX  |  | PROPOSED SEC. WATER SERVICE LINE     |
|  | EXISTING STORM DRAIN INLET BOX      |  | EXISTING IRRIGATION LINE             |
|  | EXISTING STORM DRAIN CATCH BASIN    |  | PROPOSED IRRIGATION LINE             |
|  | PROPOSED STORM DRAIN CATCH BASIN    |  | EXISTING OVERHEAD POWER LINE         |
|  | EXISTING STORM DRAIN COMBO BOX      |  | EXISTING ELECTRICAL LINE             |
|  | PROPOSED STORM DRAIN COMBO BOX      |  | EXISTING GAS LINE                    |
|  | EXISTING STORM DRAIN CLEAN OUT      |  | EXISTING TELEPHONE LINE              |
|  | EXISTING STORM DRAIN CULVERT        |  | ACCESSIBLE ROUTE                     |
|  | PROPOSED STORM DRAIN CULVERT        |  | SAW CUT LINE                         |
|  | TEMPORARY SAG INLET PROTECTION      |  | STRAW WATTLE                         |
|  | TEMPORARY IN-LINE INLET PROTECTION  |  | TEMPORARY BERM                       |
|  | ROOF DRAIN                          |  | TEMPORARY SILT FENCE                 |
|  | EXISTING ELECTRICAL MANHOLE         |  | LIMITS OF DISTURBANCE                |
|  | EXISTING ELECTRICAL BOX             |  | EXISTING WALL                        |
|  | EXISTING TRANSFORMER                |  | PROPOSED WALL                        |
|  | EXISTING UTILITY POLE               |  | EXISTING CONTOURS                    |
|  | EXISTING LIGHT                      |  | PROPOSED CONTOURS                    |
|  | PROPOSED LIGHT                      |  | BUILDABLE AREA WITHIN SETBACKS       |
|  | EXISTING GAS METER                  |  | PUBLIC DRAINAGE EASEMENT             |
|  | EXISTING GAS MANHOLE                |  | EXISTING ASPHALT TO BE REMOVED       |
|  | EXISTING GAS VALVE                  |  | PROPOSED ASPHALT                     |
|  | EXISTING TELEPHONE MANHOLE          |  | EXISTING CURB AND GUTTER             |
|  | EXISTING TELEPHONE BOX              |  | PROPOSED CURB AND GUTTER             |
|  | EXISTING TRAFFIC SIGNAL BOX         |  | PROPOSED REVERSE PAN CURB AND GUTTER |
|  | EXISTING CABLE BOX                  |  | TRANSITION TO REVERSE PAN CURB       |
|  | EXISTING BOLLARD                    |  | CONCRETE TO BE REMOVED               |
|  | PROPOSED BOLLARD                    |  | EXISTING CONCRETE                    |
|  | EXISTING SIGN                       |  | PROPOSED CONCRETE                    |
|  | PROPOSED SIGN                       |  | BUILDING TO BE REMOVED               |
|  | EXISTING SPOT ELEVATION             |  | EXISTING BUILDING                    |
|  | PROPOSED SPOT ELEVATION             |  | PROPOSED BUILDING                    |
|  | EXISTING FLOW DIRECTION             |  |                                      |
|  | EXISTING TREE                       |  |                                      |
|  | DENSE VEGETATION                    |  |                                      |

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.



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**CEDAR CITY**  
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**RICHFIELD**  
Phone: 435.896.2983

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CONTACT:  
CLIENT CONTACT  
PHONE: 801-000-0000

TRICO COMMERCIAL

700 WEST ANTELOPE DRIVE

SYRACUSE, UTAH



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GENERAL NOTES

PROJECT NUMBER  
L1307R

PRINT DATE  
12/15/20

DRAWN BY  
J.MOSS

CHECKED BY  
C.PRESTON

PROJECT MANAGER  
C.PRESTON

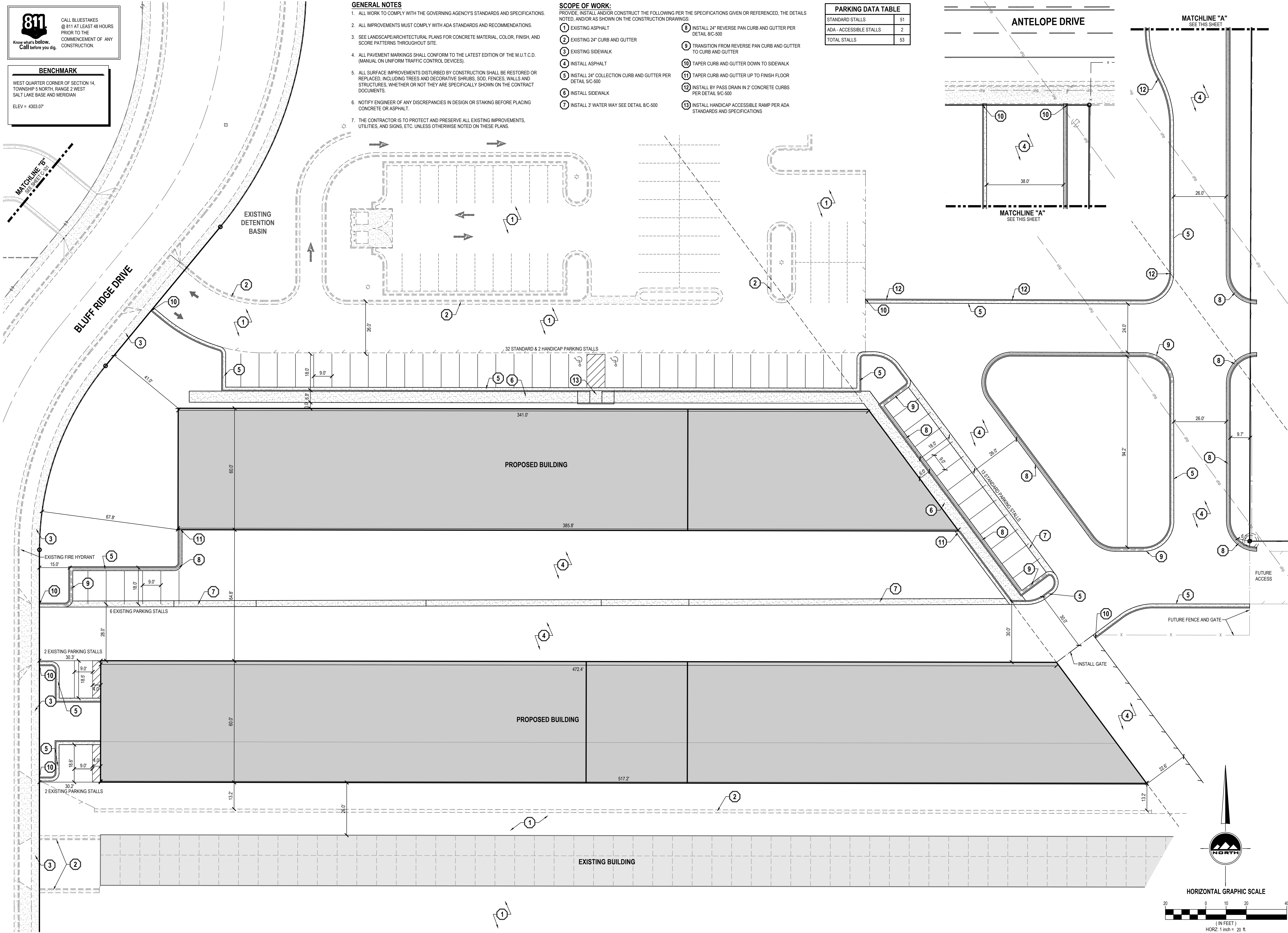
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CALL BLUESTAKES  
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Know what's below.  
Call before you dig.

BENCHMARK

WEST QUARTER CORNER OF SECTION 14,  
TOWNSHIP 5 NORTH, RANGE 2 WEST  
SALT LAKE BASE AND MERIDIAN  
  
ELEV = 4303.07'



GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1 EXISTING ASPHALT
  - 2 EXISTING 24" CURB AND GUTTER
  - 3 EXISTING SIDEWALK
  - 4 INSTALL ASPHALT
  - 5 INSTALL 24" COLLECTION CURB AND GUTTER PER DETAIL 9/C-500
  - 6 INSTALL SIDEWALK
  - 7 INSTALL 3" WATER WAY SEE DETAIL 9/C-500
  - 8 INSTALL 24" REVERSE PAN CURB AND GUTTER PER DETAIL 9/C-500
  - 9 TRANSITION FROM REVERSE PAN CURB AND GUTTER TO CURB AND GUTTER
  - 10 TAPER CURB AND GUTTER DOWN TO SIDEWALK
  - 11 TAPER CURB AND GUTTER UP TO FINISH FLOOR
  - 12 INSTALL BY PASS DRAIN IN 2" CONCRETE CURBS PER DETAIL 9/C-500
  - 13 INSTALL HANDICAP ACCESSIBLE RAMP PER ADA STANDARDS AND SPECIFICATIONS

| PARKING DATA TABLE      |    |
|-------------------------|----|
| STANDARD STALLS         | 51 |
| ADA - ACCESSIBLE STALLS | 2  |
| TOTAL STALLS            | 53 |

**ENSIGN**  
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PHONE: 801-000-0000

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**700 WEST ANTELOPE DRIVE**  
**SYRACUSE, UTAH**

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**SITE PLAN**

PROJECT NUMBER  
L1307R

PRINT DATE  
12/18/20

DRAWN BY  
J.MOSS

CHECKED BY  
C.PRESTON

PROJECT MANAGER  
C.PRESTON

**C-100**

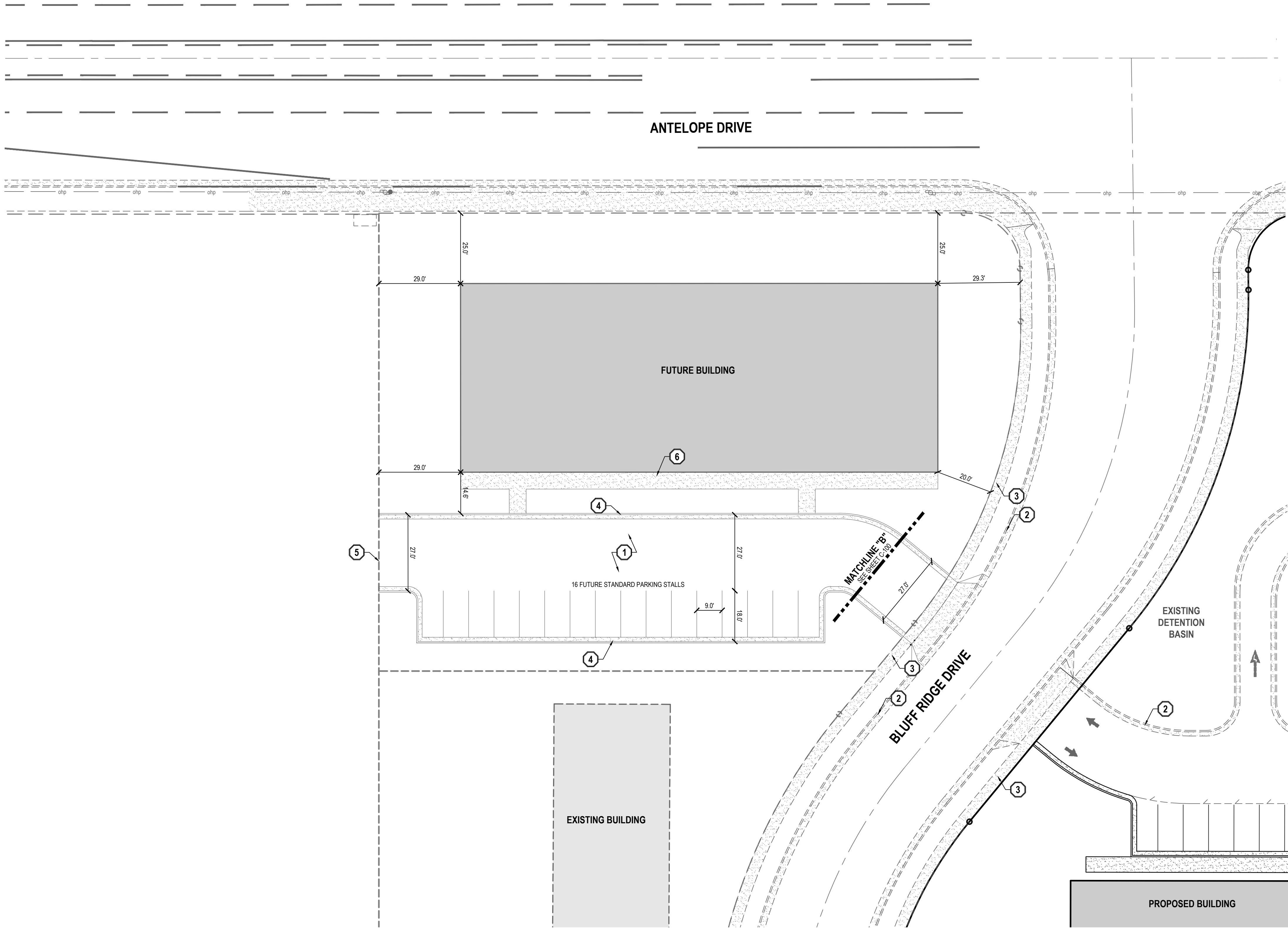
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BENCHMARK

WEST QUARTER CORNER OF SECTION 14,  
TOWNSHIP 5 NORTH, RANGE 2 WEST  
SALT LAKE BASE AND MERIDIAN  
ELEV = 4303.07'



- GENERAL NOTES**
- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
  - ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
  - SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
  - ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
  - ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
  - NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
  - THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

- SCOPE OF WORK:**  
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- FUTURE ASPHALT
  - EXISTING 24" CURB AND GUTTER
  - EXISTING SIDEWALK
  - FUTURE 24" COLLECTION CURB AND GUTTER
  - FUTURE ROAD STUB
  - FUTURE 6' SIDEWALK

EN SIGN

THE STANDARD IN ENGINEERING

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TRICO COMMERCIAL  
700 WEST ANTELOPE DRIVE  
SYRACUSE, UTAH

PROFESSIONAL ENGINEER  
No. 5049039  
12-15-20  
STATE OF UTAH  
Cameron Hess Preston

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FUTURE SITE PLAN

PROJECT NUMBER  
L1307R

PRINT DATE  
12/15/20

DRAWN BY  
J.MOSS

CHECKED BY  
C.PRESTON

PROJECT MANAGER  
C.PRESTON

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BENCHMARK

WEST QUARTER CORNER OF SECTION 14,  
TOWNSHIP 5 NORTH, RANGE 2 WEST  
SALT LAKE BASE AND MERIDIAN  
  
ELEV = 4303.07'

| Catchment Calculations (10-year storm) |            |       |            |             |  |  |
|----------------------------------------|------------|-------|------------|-------------|--|--|
| Time of Concentration:                 | 15 min     |       |            |             |  |  |
| Rainfall intensity:                    | 2.19 in/hr |       |            |             |  |  |
| Manning's N:                           | 0.015      |       |            |             |  |  |
| Catchment                              | Area (SF)  | C     | Flow (CFS) | Destination |  |  |
| 1                                      | 7,488      | 0.771 | 0.293      | SD-3        |  |  |
| 2                                      | 19,415     | 0.771 | 0.759      | SD-1        |  |  |
| 3                                      | 35,094     | 0.771 | 1.372      | SD-2        |  |  |
| 4                                      | 34,934     | 0.771 | 1.366      | SD-2        |  |  |
| 5                                      | 18,839     | 0.771 | 0.737      | OFF         |  |  |
| 6                                      | 2,829      | 0.350 | 0.050      | OFF         |  |  |
| 7                                      | 25,044     | 0.350 | 0.444      | OFF         |  |  |

| Pipe Design 10-year storm |       |       |       |       |       |       |
|---------------------------|-------|-------|-------|-------|-------|-------|
| Manning's N (RCP)         | 0.011 |       |       |       |       |       |
| Pipe                      | SD-1  | 2     | 0.759 | none  | 0.000 | 0.759 |
| SD-2                      | 3     | 1.372 | none  | 0.000 | 2.738 | 0.924 |
| SD-3                      | 1     | 0.293 | SD-1  | 0.759 | 1.052 | 0.924 |

Orifice Calculations:  $Q=C_dA\sqrt{2gh}$ <sup>1/2</sup>

High Water Elevation: 4,332.85 FT

Box Invert: 4,327.02 FT

Allowed Basin Discharge\*: 0.498 CFS

$C_d$ : 0.62

Orifice Area: 5.97 IN<sup>2</sup>

Orifice Diameter: 2.8 IN

| Detention Calculations (100-year storm) |               |                                   |                                     |                            |
|-----------------------------------------|---------------|-----------------------------------|-------------------------------------|----------------------------|
| Basin Tributary Area                    | 108,537 SF    |                                   |                                     |                            |
| Runoff coefficient C:                   | 0.771         |                                   |                                     |                            |
| Release Rate                            | 0.20 cfs/acre |                                   |                                     |                            |
| Peak Release                            | 0.498 cfs     |                                   |                                     |                            |
| Time (min)                              | (in/hr)       | Cumulative Runoff to Basin (c.f.) | Net Allowed Basin* Discharge (c.f.) | Required Storage (c.f.)    |
| 5                                       | 6.88          | 3,073                             | 160                                 | 3,823                      |
| 10                                      | 5.24          | 6,043                             | 299                                 | 5,744                      |
| 15                                      | 4.33          | 7,490                             | 449                                 | 7,041                      |
| 30                                      | 2.92          | 10,102                            | 897                                 | 9,205                      |
| 60                                      | 1.81          | 12,523                            | 1,794                               | 10,729                     |
| 120                                     | 1.02          | 14,115                            | 3,368                               | 10,727                     |
| 180                                     | 0.69          | 14,405                            | 5,382                               | 9,023                      |
| 360                                     | 0.38          | 15,692                            | 10,764                              | 4,928                      |
| 720                                     | 0.23          | 18,847                            | 21,528                              | (2,681)                    |
| 1440                                    | 0.13          | 20,923                            | 43,056                              | (22,133)                   |
| 2880                                    | 0.07          | 23,812                            | 65,112                              | (62,200)                   |
|                                         |               |                                   |                                     | Required Detention: 10,729 |
|                                         |               |                                   |                                     | Provided Detention: 10,876 |

- GENERAL NOTES
1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.

3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS. PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.

4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.

5. ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XX.XX REPRESENTS AN ELEVATION OF 48XX.XX ON THESE PLANS.

6. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.

7. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.

8. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS
- INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
9. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.

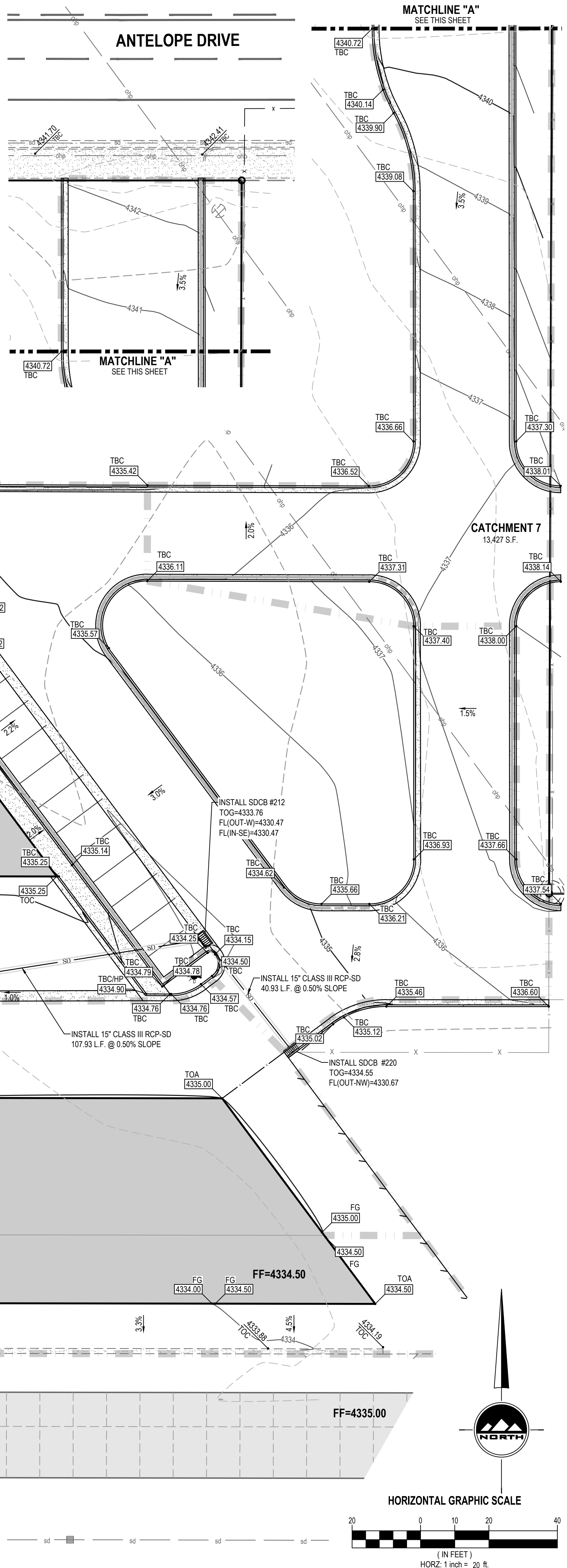
10. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.

11. ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.

12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

13. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.

14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.



EN SIGN

THE STANDARD IN ENGINEERING

LAYTON

919 North 400 West  
Layton, UT 84041  
Phone: 801.547.1100

SALT LAKE CITY

Phone: 801.255.0529

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:  
WALL BROTHERS CONSTRUCTION  
PO BOX 2000  
LAYTON, UTAH 84041

CONTACT:  
CLIENT CONTACT  
PHONE: 801-000-0000

TRICO COMMERCIAL

700 WEST ANTELOPE DRIVE  
SYRACUSE, UTAH

PROFESSIONAL ENGINEER

UT 5049039

12-15-20

DAVID HESS PRESTON

NO. DATE

REVISION

BY

1

2

3

4

5

6

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8

GRADING AND  
DRAINAGE PLAN

PROJECT NUMBER  
L1307R

PRINT DATE  
12/18/20

DRAWN BY  
J.MOSS

CHECKED BY  
C.PRESTON

PROJECT MANAGER  
C.PRESTON

C-200

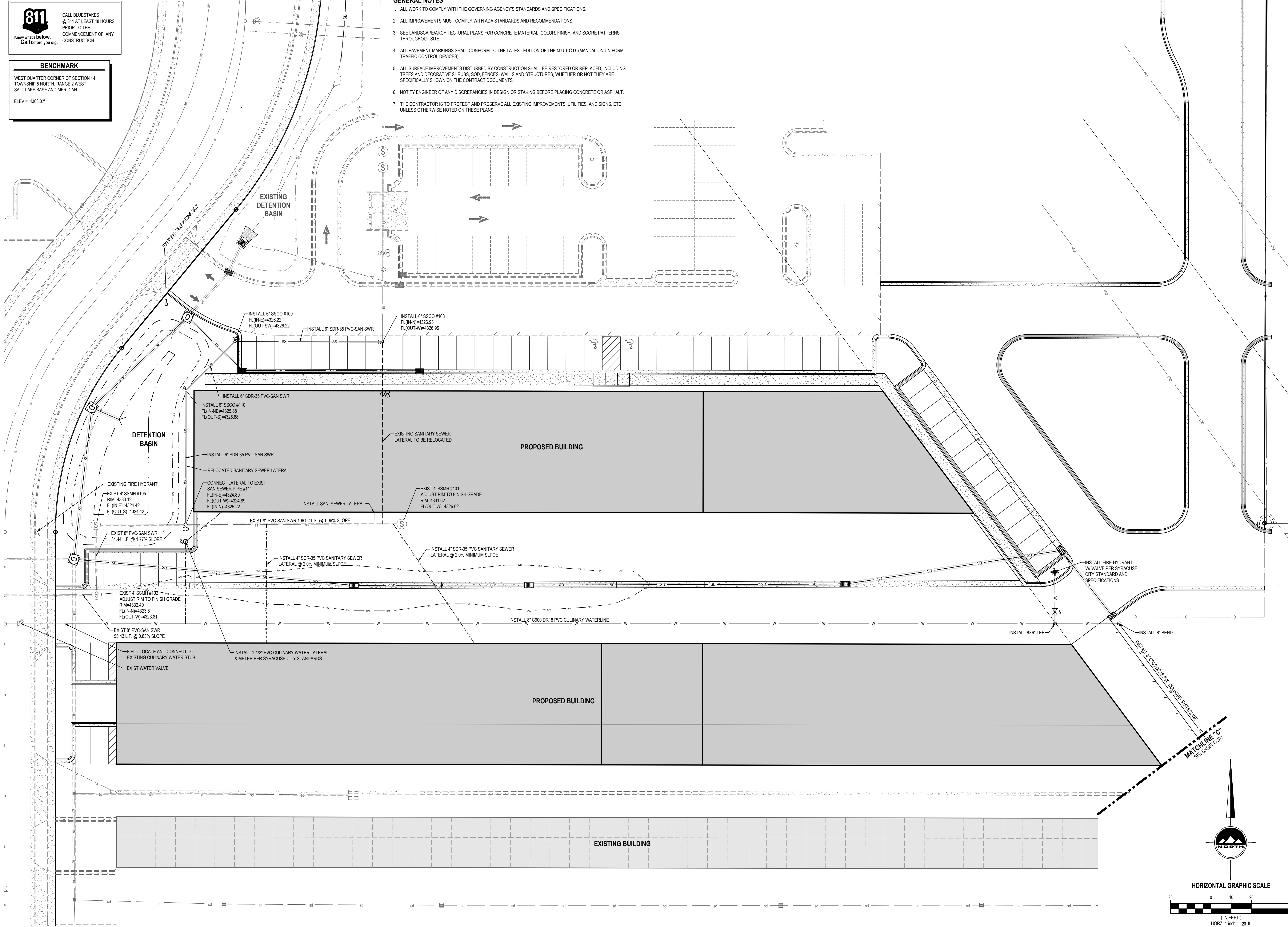
811

CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.  
**Know what's below.  
Call before you dig.**

BENCHMARK

WEST QUARTER CORNER OF SECTION 14,  
TOWNSHIP 5 NORTH, RANGE 2 WEST  
SALT LAKE BASE AND MERIDIAN  
  
ELEV = 4303.07'

- GENERAL NOTES**
1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
  2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
  3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
  4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
  5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
  6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
  7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.



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PO BOX 2000  
LAYTON, UTAH 84041  
CONTACT:  
CLIENT CONTACT  
PHONE: 801-000-0000

**TRICO COMMERCIAL**

**700 WEST ANTELOPE DRIVE**

**SYRACUSE, UTAH**

PROFESSIONAL ENGINEER  
No. 5049039  
12-15-20  
OREGON HESS PRESTON

| NO. | DATE | REVISION   | BY |
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**UTILITY PLAN**

PROJECT NUMBER  
L1307R

PRINT DATE  
12/15/20

DRAWN BY  
J.MOSS

CHECKED BY  
C.PRESTON

PROJECT MANAGER  
C.PRESTON

**C-300**

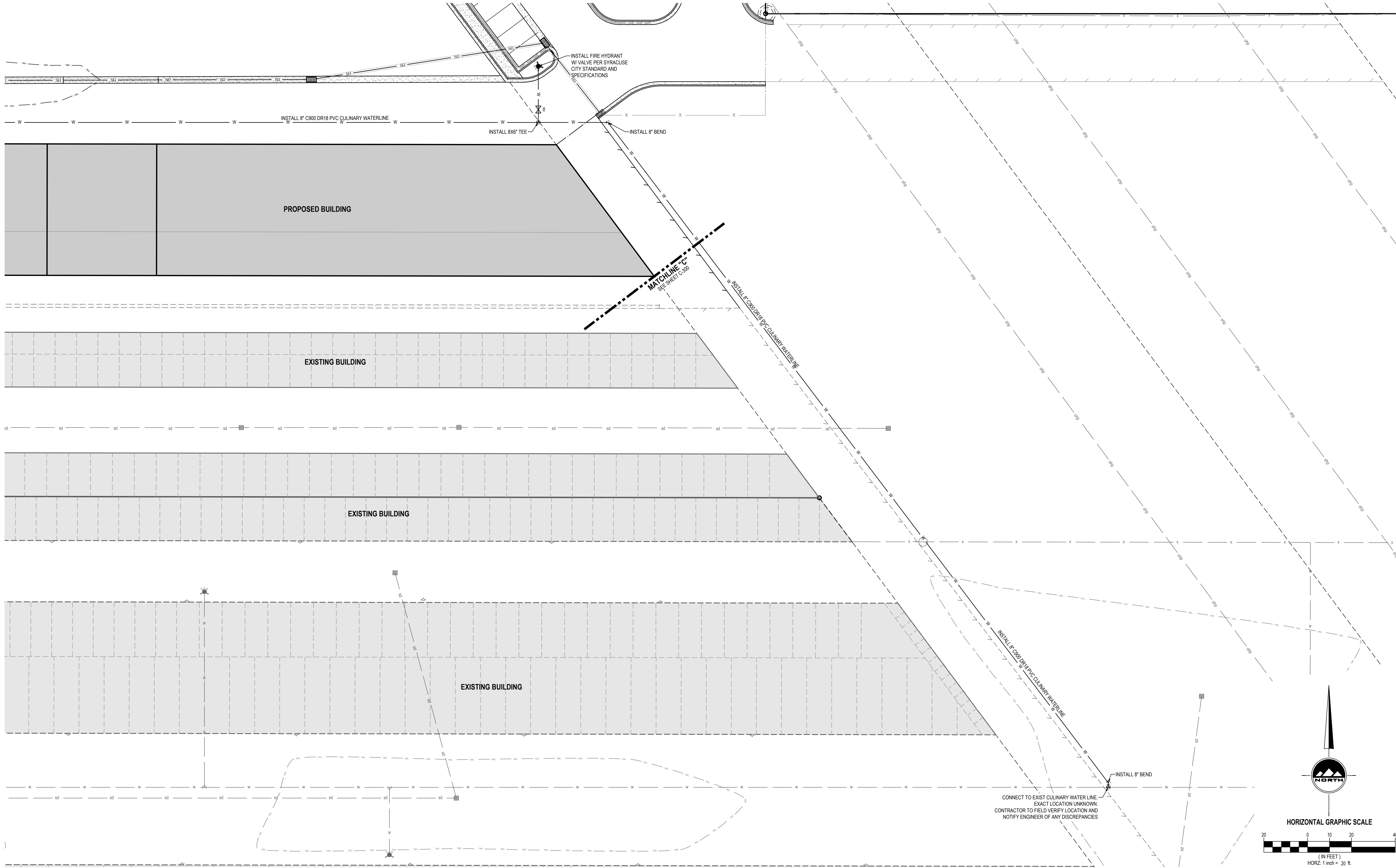
811

Know what's below.  
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CONSTRUCTION.

BENCHMARK

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SALT LAKE BASE AND MERIDIAN  
  
ELEV = 4303.07'



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  2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
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EN SIGN

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FOR:  
WALL BROTHERS CONSTRUCTION  
PO BOX 2000  
LAYTON, UTAH 84041  
CONTACT:  
CLIENT CONTACT  
PHONE: 801-000-0000

TRICO COMMERCIAL

700 WEST ANTELOPE DRIVE  
SYRACUSE, UTAH

| NO. | DATE | REVISION   | BY |
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OFFSITE  
UTILITY PLAN

PROJECT NUMBER  
L1307R

PRINT DATE  
12/15/20

DRAWN BY  
J.MOSS

CHECKED BY  
C.PRESTON

PROJECT MANAGER  
C.PRESTON

C-301

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

( IN FEET )

HORZ: 1 inch = 20 ft.

811

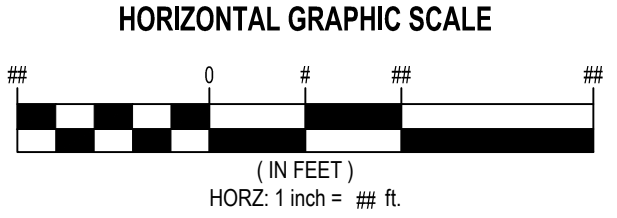
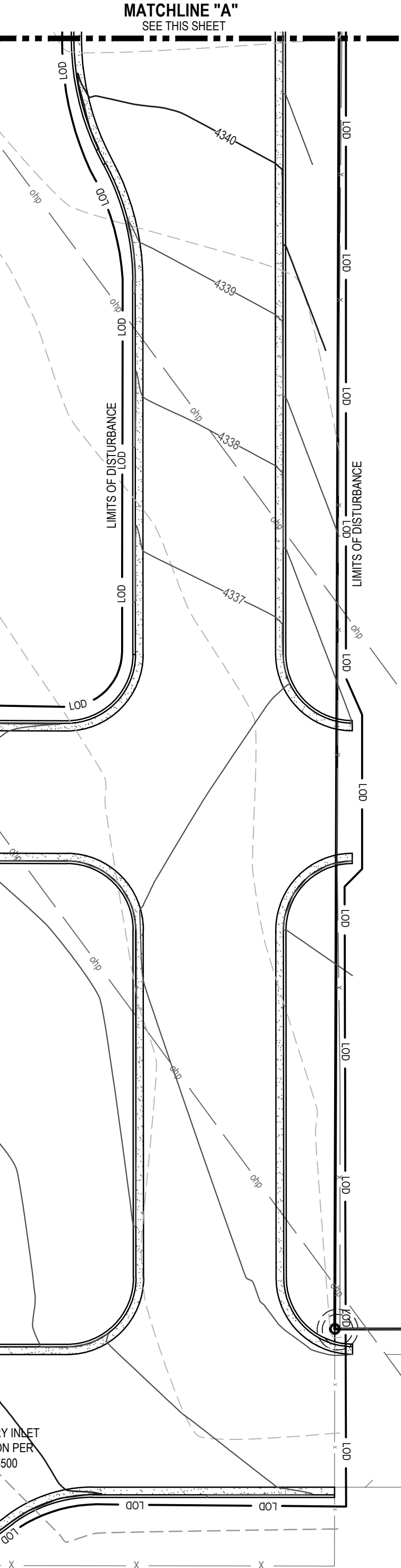
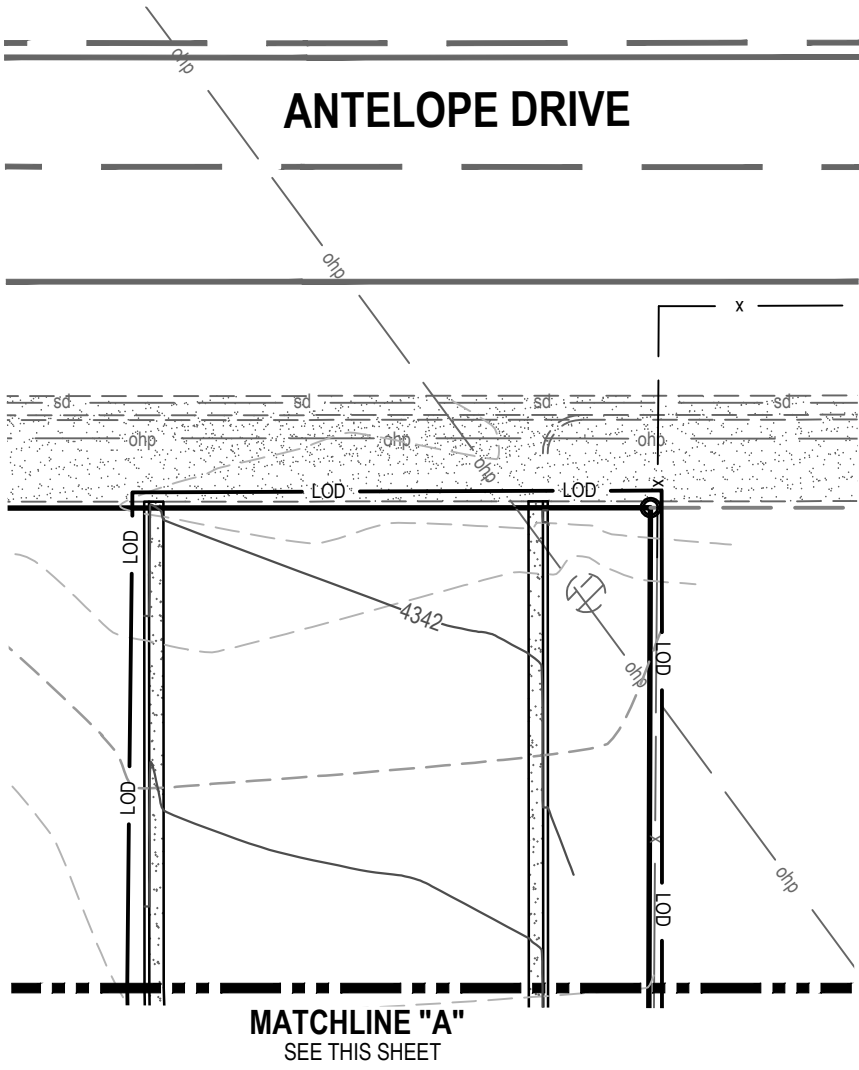
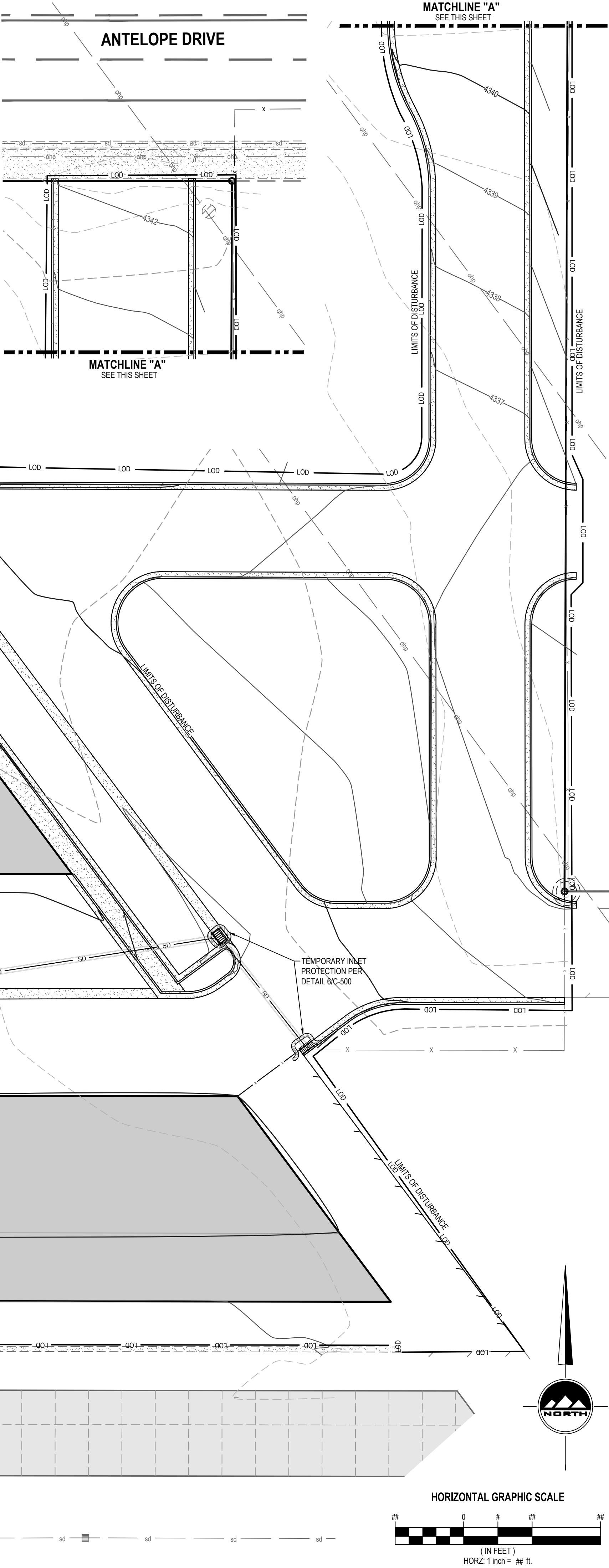
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  - ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
  - ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
  - THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
  - ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XX.XX REPRESENTS AN ELEVATION OF 48XX.XX ON THESE PLANS.
  - LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
  - SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
  - EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN

- THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
- ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
  - ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
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WALL BROTHERS CONSTRUCTION  
PO BOX 2000  
LAYTON, UTAH 84041  
CONTACT:  
CLIENT CONTACT  
PHONE: 801-000-0000

**TRICO COMMERCIAL**  
**700 WEST ANTELOPE DRIVE**  
**SYRACUSE, UTAH**

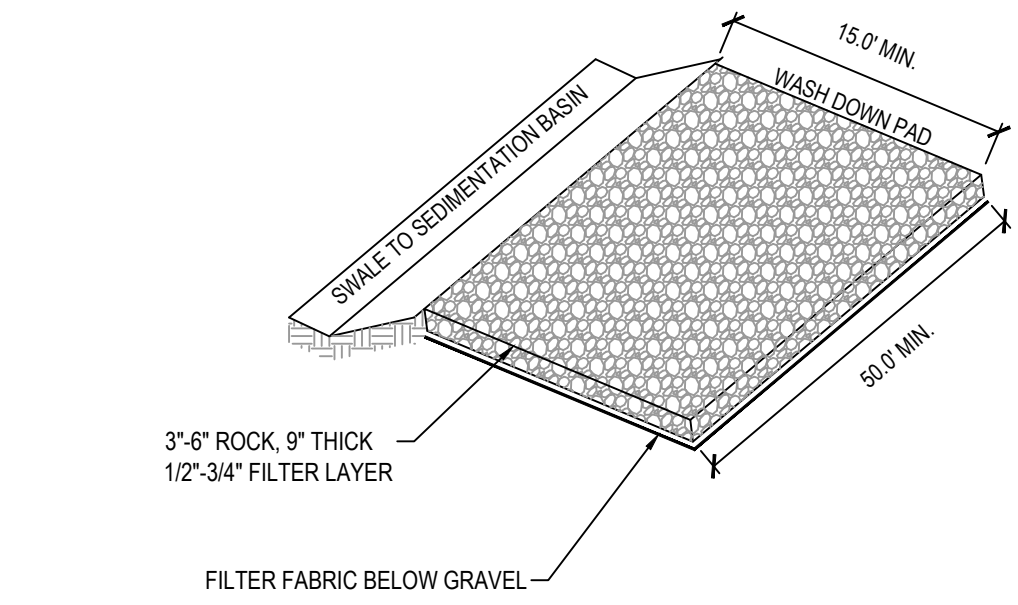
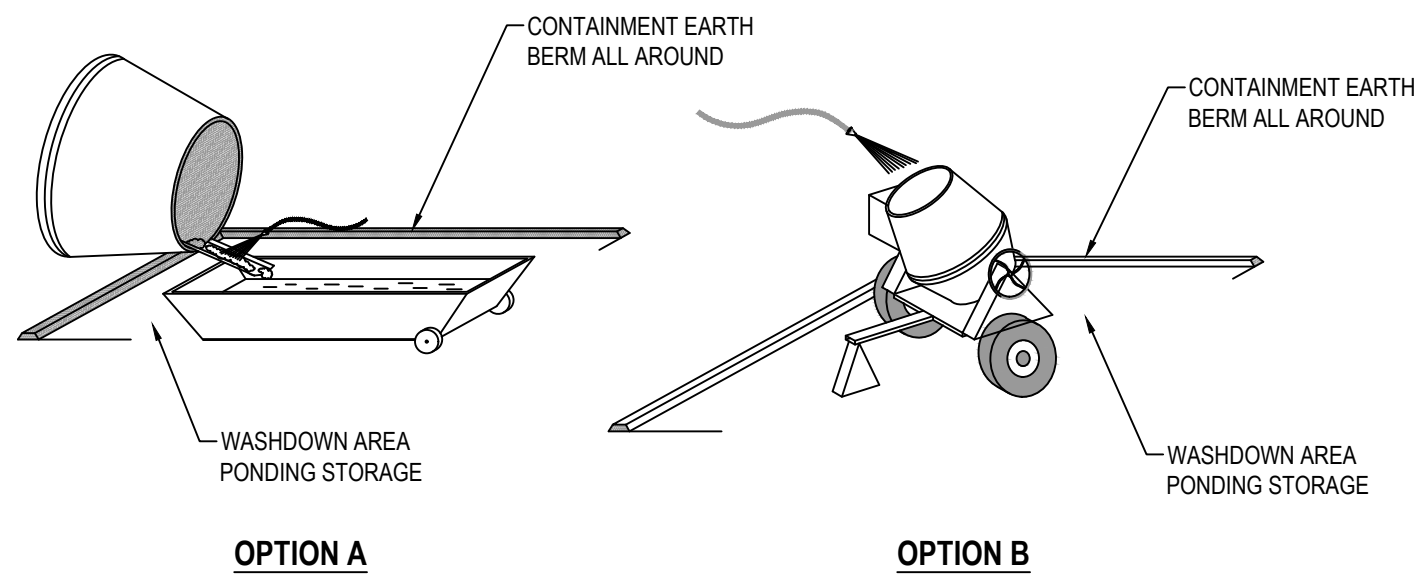


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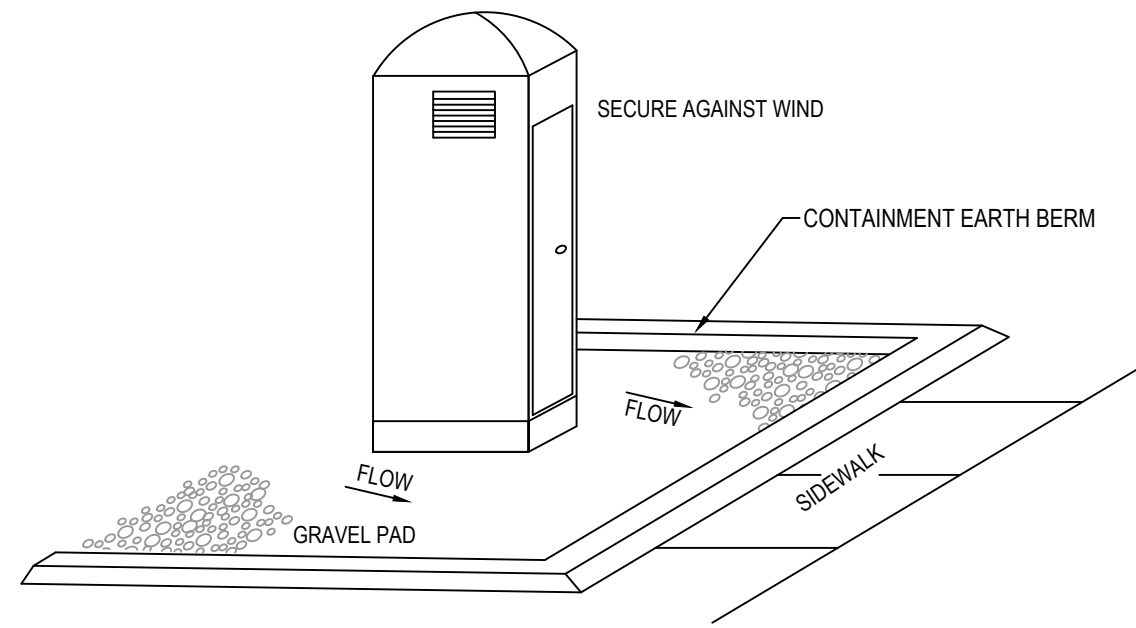
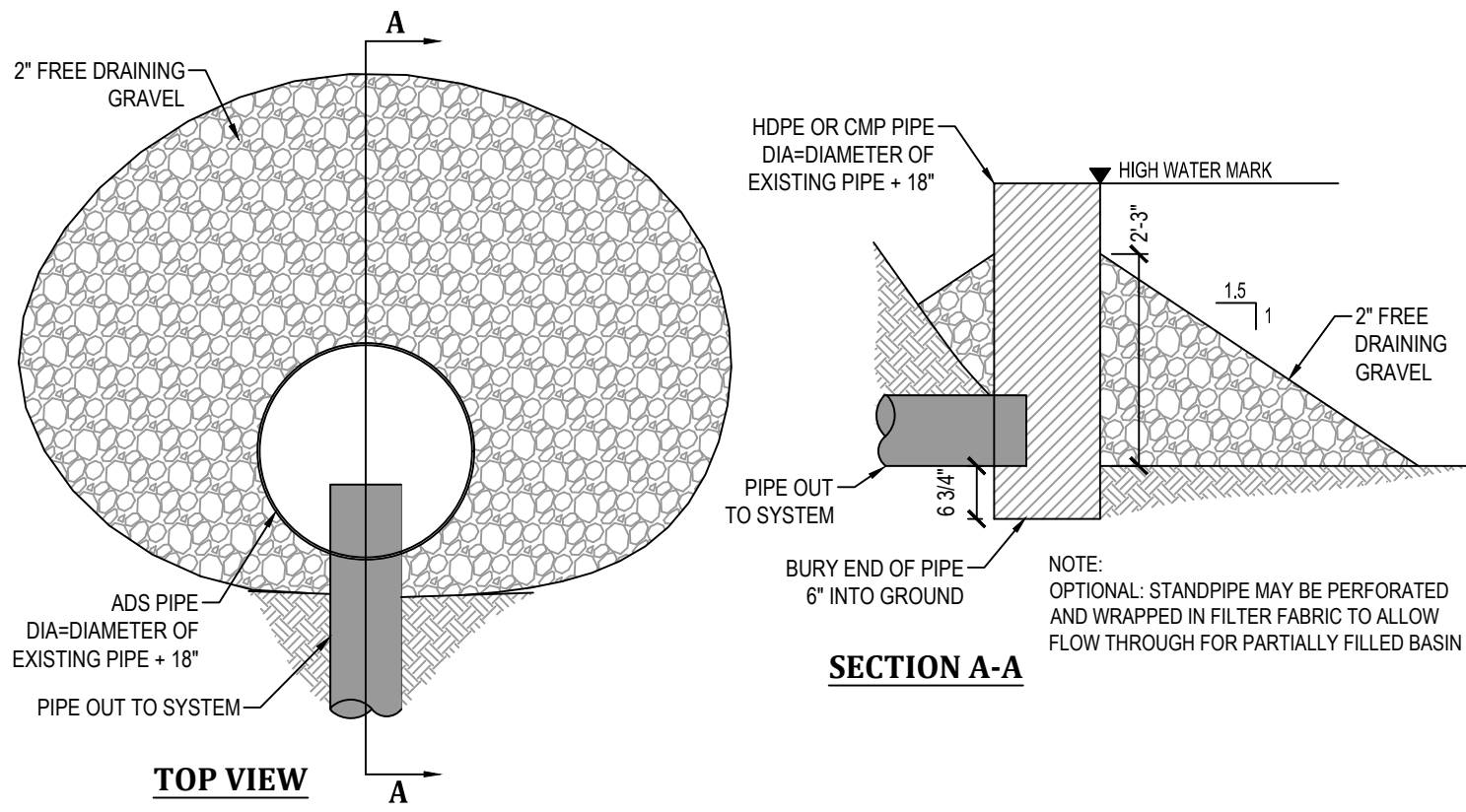
**EROSION CONTROL  
PLAN**

|                              |                         |
|------------------------------|-------------------------|
| PROJECT NUMBER<br>L1307R     | PRINT DATE<br>12/18/20  |
| DRAWN BY<br>J.MOSS           | CHECKED BY<br>C.PRESTON |
| PROJECT MANAGER<br>C.PRESTON |                         |

**C-400**

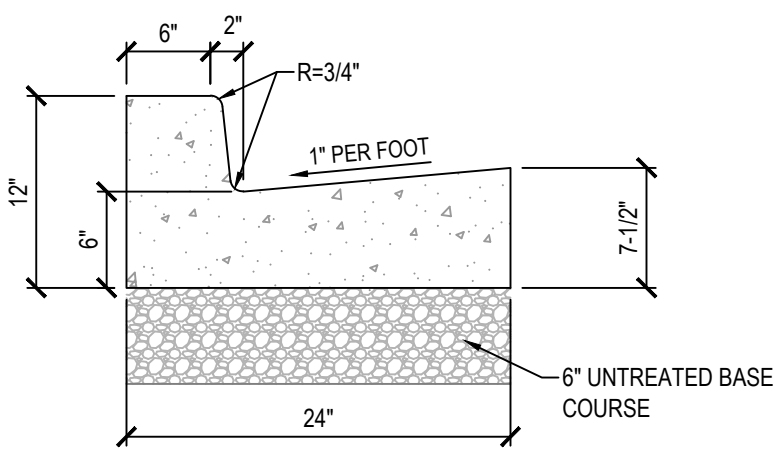


**NOTE:**  
1. PLACE SIGN ADJACENT TO ENTRANCE "CONSTRUCTION TRAFFIC ONLY - ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT SITE AT THIS LOCATION"



## 1 CONCRETE WASTE MANAGEMENT

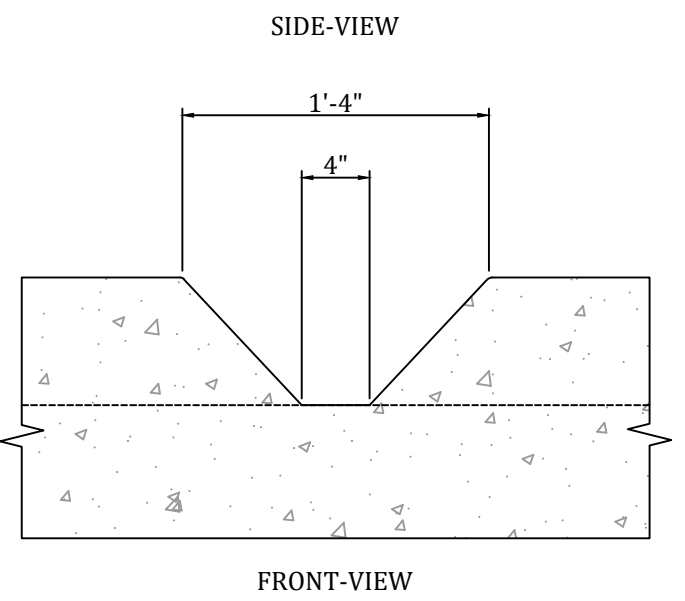
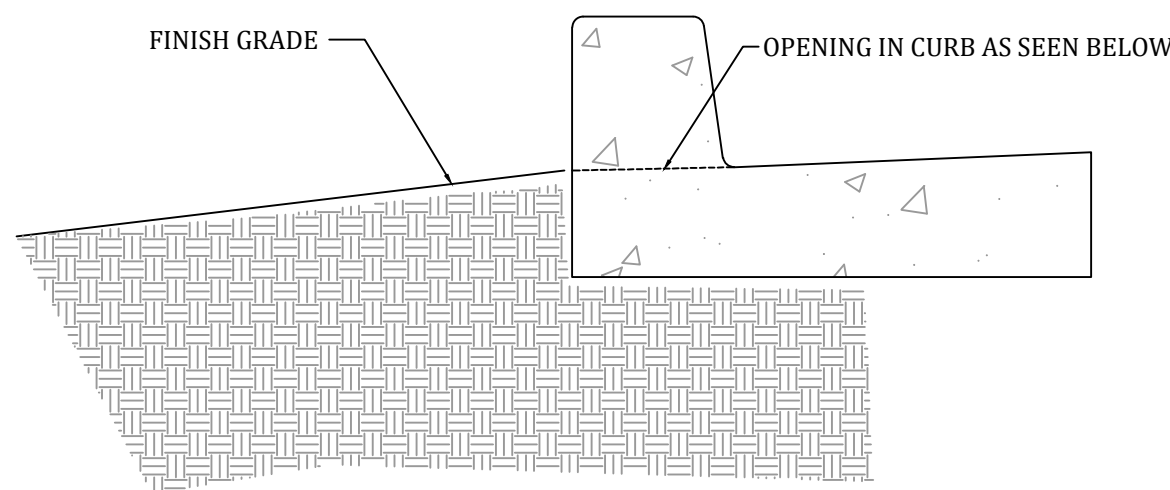
SCALE: NONE



**NOTE:**  
1. CONSTRUCT PER NOTES AND SPECIFICATIONS ASSOCIATED WITH APWA STANDARD PLAN NO. 205.

## 5 24" COLLECTION CURB AND GUTTER

SCALE: NONE



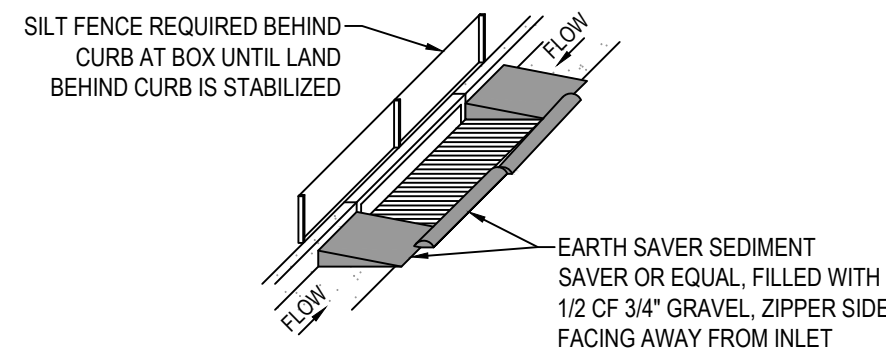
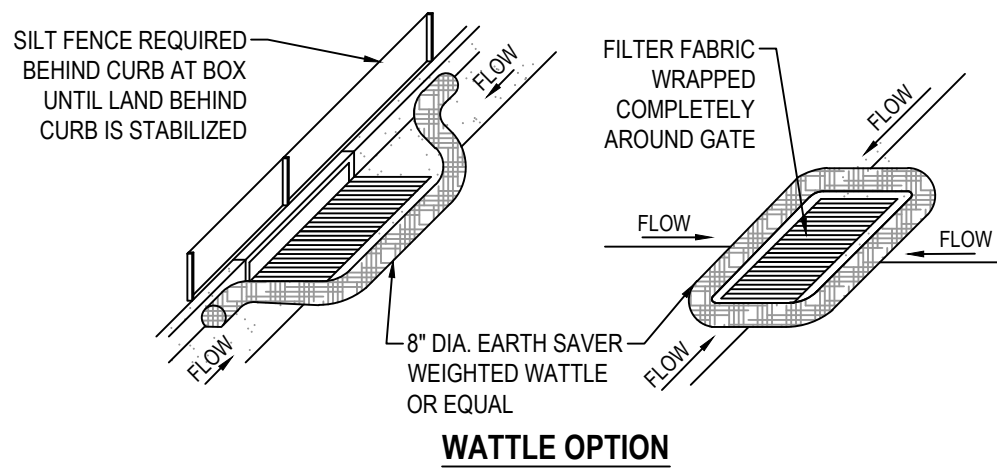
**NOTE:**  
1. REFER TO UPSPEC 31300 FOR FILTER FABRIC SPECIFICATIONS

## 9 BYPASS DRAIN IN 2' CONCRETE CURB

SCALE: NONE

## 2 STABILIZED CONSTRUCTION ENTRANCE

SCALE: NONE



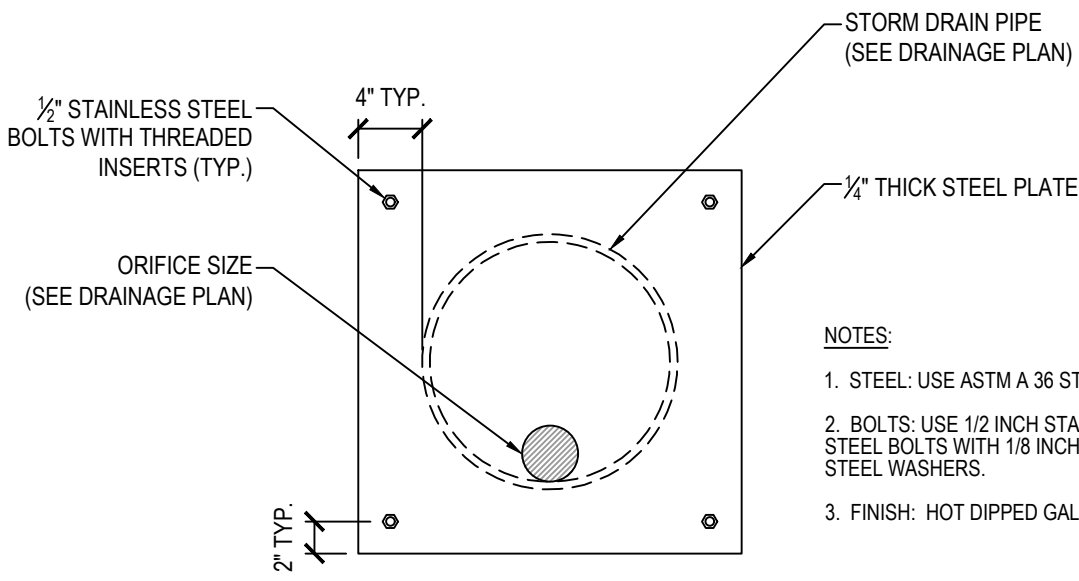
**NOTES:**  
1. PLACE WATTLES OR GRAVEL BAGS TIGHT AGAINST CURB TO PREVENT SEDIMENT-LADEN WATER FROM GETTING BETWEEN CURB AND WATTLE/BAG.  
2. PLACE WATTLES OR GRAVEL BAGS SUCH THAT FLOW DOES NOT OVERTOP CURB OR ROAD CENTERLINE.  
3. INSPECT INLET PROTECTION AFTER EVERY LARGE STORM EVENT AND AT LEAST BI-WEEKLY, OR PER SWPPP REQUIREMENTS, WHICHEVER IS MORE STRINGENT. TO ENSURE THAT SEDIMENT CONTROL IS MEETING ITS DESIGN INTENT. MAINTAIN AND/OR REPLACE AS NEEDED.  
4. REMOVE SEDIMENT ACCUMULATED WHEN IT REACHES 50% OF GRAVEL BAG OR WATTLE HEIGHT.  
5. CONTRACTOR MAY SUBMIT AN ALTERNATIVE METHOD OF INLET PROTECTION. THE ALTERNATIVE METHOD SHALL BE APPROVED BY THE CITY INSPECTOR AND THE ENGINEER OF RECORD.  
6. BEFORE PLACEMENT OF CURB, STABILIZATION OF LAND BEHIND CURB, AND/OR PAVING, MAINTAIN TOP OF INLET AT 6" ABOVE GRADE, AND SURROUND WITH SILT FENCE FOR SEDIMENTATION AROUND BOX. MAINTAIN SILT FENCE BEHIND BOX UNTIL LAND BEHIND CURB IS STABILIZED.

## 6 INLET PROTECTION DETAIL

SCALE: NONE

## 3 TEMPORARY BASIN OUTLET PROTECTION

SCALE: NONE



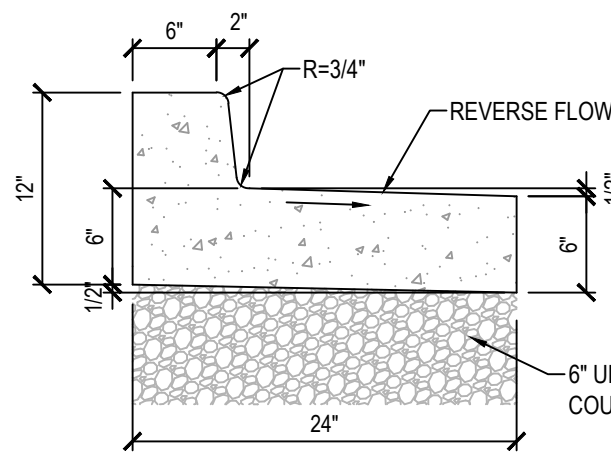
**NOTES:**  
1. STEEL: USE ASTM A 36 STEEL.  
2. BOLTS: USE 1/2 INCH STAINLESS STEEL BOLTS WITH 1/8 INCH STAINLESS STEEL WASHERS.  
3. FINISH: HOT DIPPED GALVANIZED.

## 7 ORIFICE PLATE

SCALE: NONE

## 4 PORTABLE TOILET

SCALE: NONE



**NOTE:**  
1. CONSTRUCT PER NOTES AND SPECIFICATIONS ASSOCIATED WITH APWA STANDARD PLAN NO. 205.

## 8 24" REVERSE PAN CURB AND GUTTER

SCALE: NONE

EXHIBIT

ST M T

WASATCH SAND & GRAVEL, LLC  
 DBA WALL EXCAVATION  
 PO BOX 2000, LAYTON, UT 84041

# Estimate

| Date                           | Estimate # |
|--------------------------------|------------|
| 1/8/2021                       | 494        |
| Estimate is valid for 30 days. |            |

|                      |
|----------------------|
| Name / Address       |
| TRICO<br>MARK THAYNE |

|                  |
|------------------|
| Job / P.O.       |
| TRICO - SYRACUSE |

| Description                                         | Qty | U/M | Cost      | Total     |
|-----------------------------------------------------|-----|-----|-----------|-----------|
| SWPPP                                               |     |     |           |           |
| INLET PROTECTION                                    | 10  |     | 125.00    | 1,250.00  |
| CONCRETE WASHOUT                                    | 1   |     | 1,100.00  | 1,100.00  |
| STABILIZED CONSTRUCTION ENTRANCE                    | 1   |     | 1,750.00  | 1,750.00  |
| PORTABLE RESTROOM                                   | 1   |     | 1,850.00  | 1,850.00  |
| SUBTOTAL                                            |     |     |           | 5,950.00  |
| DEMOLITION & LAND CLEARING                          |     |     |           |           |
| CLEAR AND GRUB ROADWAYS AND DISPOSE OF GRUBBINGS    | 1   |     | 12,000.00 | 12,000.00 |
| REMOVE 66' OF EXISTING 15" STORM DRAIN AND POND BOX | 1   | ft  | 1,300.00  | 1,300.00  |
| SUBTOTAL                                            |     |     |           | 13,300.00 |
| SANITARY SEWER                                      |     |     |           |           |
| INSTALL 6" SDR 35 PVC SEWER                         | 174 | ft  | 28.00     | 4,872.00  |
| INSTALL 4" SDR 35 PVC SEWER LATERALS                | 143 | ft  | 26.00     | 3,718.00  |
| INSTALL 6" SEWER CLEANOUTS                          | 4   |     | 1,200.00  | 4,800.00  |
| BEDDING GRAVEL                                      | 66  | ton | 22.00     | 1,452.00  |
| TRENCH IMPORT                                       | 688 | ton | 16.00     | 11,008.00 |
| COLLARS FOR CLEANOUTS                               | 1   |     | 800.00    | 800.00    |
| SUBTOTAL                                            |     |     |           | 26,650.00 |
| STORM DRAIN                                         |     |     |           |           |
| 15" RCP                                             | 531 | ft  | 39.00     | 20,709.00 |

|                                        |                         |                          |
|----------------------------------------|-------------------------|--------------------------|
|                                        |                         | <b>Subtotal</b>          |
| Phone 801-444-0001<br>Fax 801-444-0003 | E-mail                  | <b>Sales Tax (7.25%)</b> |
|                                        | jenny@wallcompanies.net | <b>Total</b>             |

WASATCH SAND & GRAVEL, LLC  
 DBA WALL EXCAVATION  
 PO BOX 2000, LAYTON, UT 84041

# Estimate

| Date                           | Estimate # |
|--------------------------------|------------|
| 1/8/2021                       | 494        |
| Estimate is valid for 30 days. |            |

| Name / Address       |
|----------------------|
| TRICO<br>MARK THAYNE |

| Job / P.O.       |
|------------------|
| TRICO - SYRACUSE |

| Description     | Qty | U/M | Cost     | Total            |
|-----------------|-----|-----|----------|------------------|
| 10" ADS         | 126 | ft  | 24.00    | 3,024.00         |
| 15" ADS         | 65  | ft  | 32.00    | 2,080.00         |
| 18" ADS         | 88  | ft  | 35.00    | 3,080.00         |
| CURB INLET BOX  | 7   |     | 3,800.00 | 26,600.00        |
| 4' CLEANOUT BOX | 3   |     | 3,900.00 | 11,700.00        |
| BEDDING GRAVEL  | 194 | ton | 22.00    | 4,268.00         |
| TRENCH IMPORT   | 394 | ton | 16.00    | 6,304.00         |
| <b>SUBTOTAL</b> |     |     |          | <b>77,765.00</b> |

|                                                   |     |     |           |                  |
|---------------------------------------------------|-----|-----|-----------|------------------|
| <b>CULINARY WATERLINE</b>                         |     |     |           |                  |
| 8" C-900 PVC                                      | 902 | ft  | 27.00     | 24,354.00        |
| 8" HOT TAP                                        | 1   |     | 8,000.00  | 8,000.00         |
| FIRE HYDRANT                                      | 1   |     | 6,000.00  | 6,000.00         |
| 8" FITTINGS                                       | 2   |     | 900.00    | 1,800.00         |
| 2" SERVICE LATERAL AND METER FOR BUILDING         | 2   |     | 8,500.00  | 17,000.00        |
| FIRE LINE AND RISER WITH FLANGED END FOR BUILDING | 1   |     | 10,000.00 | 10,000.00        |
| BEDDING SAND / TRENCH IMPORT                      | 817 | ton | 16.50     | 13,480.50        |
| <b>SUBTOTAL</b>                                   |     |     |           | <b>80,634.50</b> |

|                                 |        |      |       |            |
|---------------------------------|--------|------|-------|------------|
| <b>ROADWAY</b>                  |        |      |       |            |
| CUT SUBGRADE FOR ROADWAY R.O.W. | 72,708 | sqft | 0.25  | 18,177.00  |
| PLACE 10" ROADBASE FOR ASPHALT  | 67,034 | sqft | 1.30  | 87,144.20  |
| 3" ASPHALT                      | 67,034 | sqft | 1.55  | 103,902.70 |
| CURB & GUTTER                   | 2,325  | ft   | 26.00 | 60,450.00  |
| WATERWAY                        | 579    | ft   | 34.00 | 19,686.00  |
| 4' SIDEWALK                     | 460    | ft   | 28.00 | 12,880.00  |

|                                        |                         |                          |
|----------------------------------------|-------------------------|--------------------------|
|                                        |                         | <b>Subtotal</b>          |
| Phone 801-444-0001<br>Fax 801-444-0003 | E-mail                  | <b>Sales Tax (7.25%)</b> |
|                                        | jenny@wallcompanies.net | <b>Total</b>             |

WASATCH SAND & GRAVEL, LLC  
 DBA WALL EXCAVATION  
 PO BOX 2000, LAYTON, UT 84041

# Estimate

| Date                           | Estimate # |
|--------------------------------|------------|
| 1/8/2021                       | 494        |
| Estimate is valid for 30 days. |            |

|                      |
|----------------------|
| Name / Address       |
| TRICO<br>MARK THAYNE |

|                  |
|------------------|
| Job / P.O.       |
| TRICO - SYRACUSE |

| Description                            | Qty                     | U/M | Cost                     | Total        |
|----------------------------------------|-------------------------|-----|--------------------------|--------------|
| 6' SIDEWALK                            | 187                     | ft  | 34.00                    | 6,358.00     |
| SUBTOTAL                               |                         |     |                          | 308,597.90   |
|                                        |                         |     | <b>Subtotal</b>          | \$512,897.40 |
| Phone 801-444-0001<br>Fax 801-444-0003 | E-mail                  |     | <b>Sales Tax (7.25%)</b> | \$0.00       |
|                                        | jenny@wallcompanies.net |     | <b>Total</b>             | \$512,897.40 |

ANTELOPE DRIVE

FUTURE BUILDING

Asphalt

16 FUTURE STANDARD PARKING STALLS

MATCHLINE "B"  
SEE SHEET C-100

BLUFF RIDGE DRIVE

EXISTING DETENTION BASIN

EXISTING BUILDING

PROPOSED BUILDING

HORIZONTAL



**Catchment Calculations (10-year storm)**

| Catchment | Area (sq ft) | C     | Flow (cfs) | Destination |
|-----------|--------------|-------|------------|-------------|
| 1         | 7,488        | 0.771 | 0.293      | SD-3        |
| 2         | 19,415       | 0.771 | 0.739      | SD-1        |
| 3         | 38,030       | 0.771 | 1.373      | SD-2        |
| 4         | 34,934       | 0.771 | 1.306      | SD-2        |
| 5         | 18,839       | 0.771 | 0.737      | OFF         |
| 6         | 2,629        | 0.350 | 0.050      | OFF         |
| 7         | 25,044       | 0.350 | 0.444      | OFF         |

**Orifice Calculations:**  $Q = C_d A_o (2gh)^{1/2}$

High Water Elevation: 4,332.85 FT  
 Box Invert: 4,327.02 FT  
 Allowed Basin Discharge: 0.498 CFS  
 $C_d$ : 0.62  
 Orifice Area: 5.97 IN<sup>2</sup>  
 Orifice Diameter: 2.8 IN

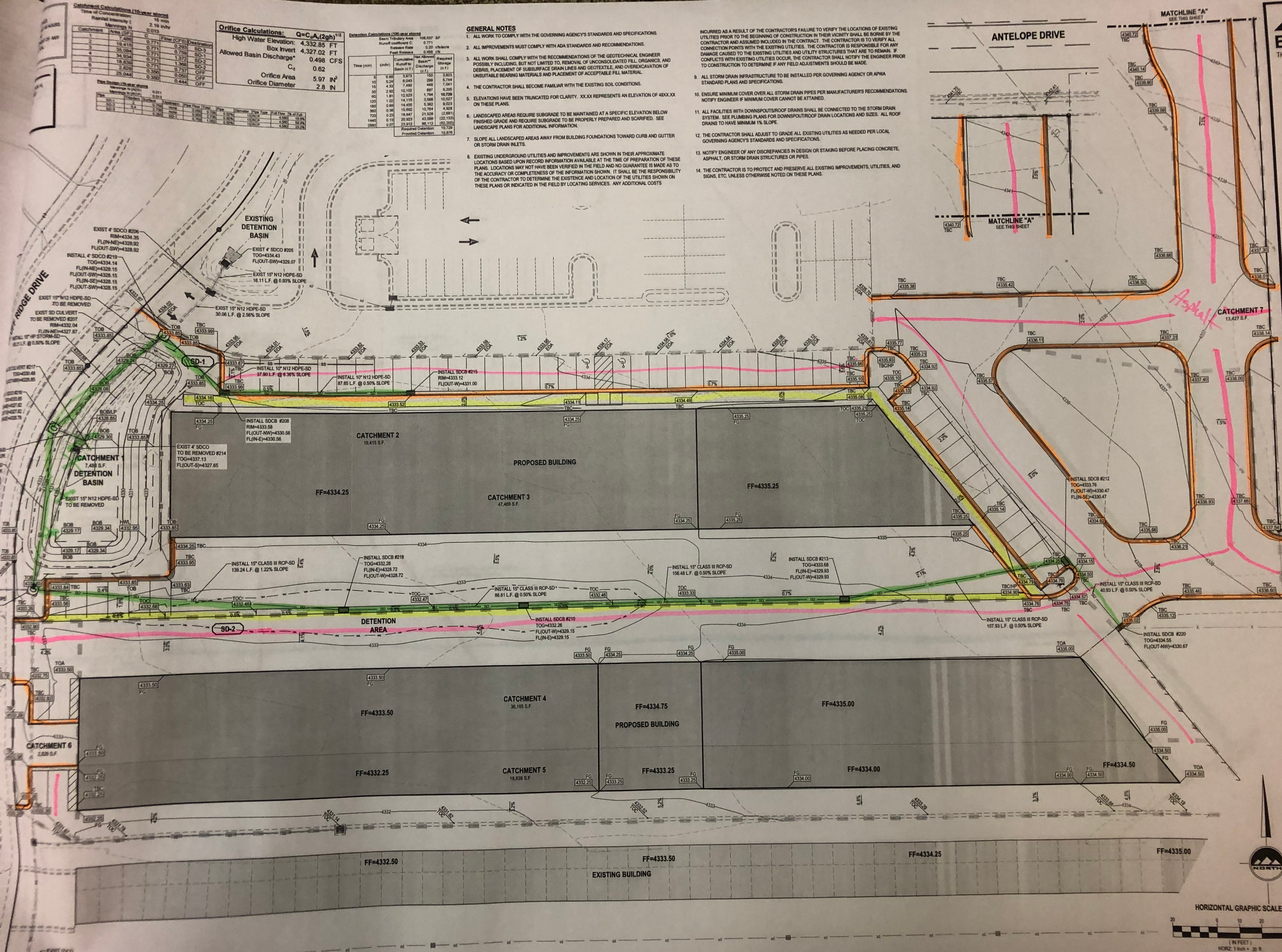
**Detention Calculations (100-year storm)**

| Time (min) | Runoff (cfs) | Cumulative Runoff (cfs) | Required Storage (cu ft) |
|------------|--------------|-------------------------|--------------------------|
| 0          | 0.00         | 0.00                    | 0.00                     |
| 10         | 5.24         | 5.24                    | 3,223                    |
| 15         | 4.33         | 9.57                    | 5,744                    |
| 30         | 2.92         | 12.50                   | 8,265                    |
| 60         | 1.81         | 14.31                   | 10,786                   |
| 120        | 1.03         | 15.34                   | 12,307                   |
| 180        | 0.69         | 16.03                   | 13,000                   |
| 300        | 0.38         | 16.41                   | 13,381                   |
| 720        | 0.23         | 16.64                   | 13,528                   |
| 1440       | 0.13         | 16.77                   | 13,600                   |
| 2880       | 0.07         | 16.84                   | 13,639                   |

**GENERAL NOTES**

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
5. ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XXXX REPRESENTS AN ELEVATION OF 4000.XX ON THESE PLANS.
6. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
7. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
8. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS

9. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
10. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
11. ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
13. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.



**ENSIG**  
 THE STANDARD IN ENGINEERING

**LAYTON**  
 919 North 400 West  
 Layton, UT 84041  
 Phone: 801.547.1100

**SALT LAKE CITY**  
 Phone: 801.255.0529

**TOOELE**  
 Phone: 435.843.3590

**CEDAR CITY**  
 Phone: 435.865.1451

**RICHFIELD**  
 Phone: 435.896.2983

**WWW.ENSIGNER.COM**

FOR: WALL BROTHERS CONSTRUCTION  
 PO BOX 2020  
 LAYTON, UTAH 84041

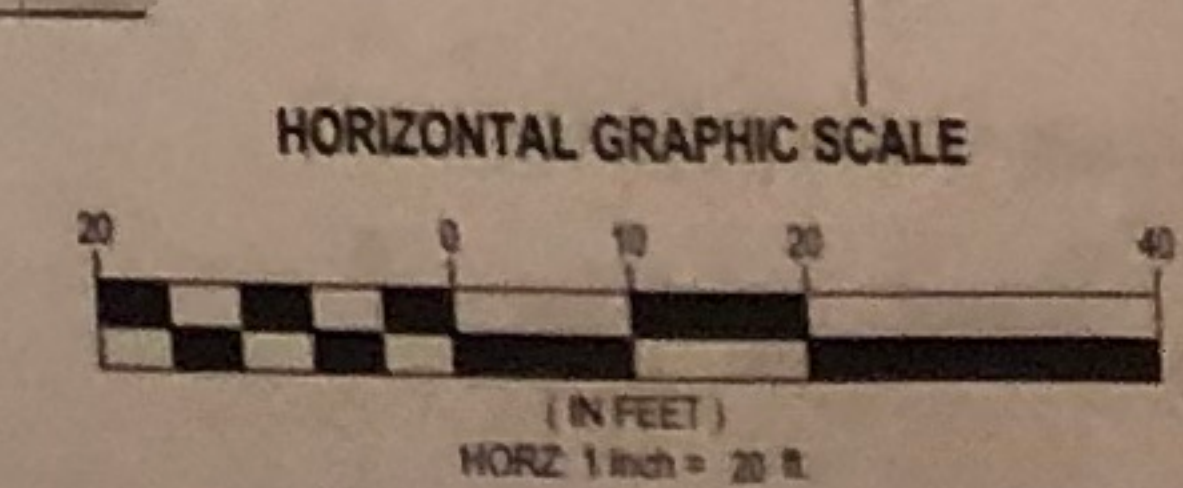
CONTACT: CLIENT CONTACT  
 PHONE: 801-000-0000

**TRICO COMMERCIAL**

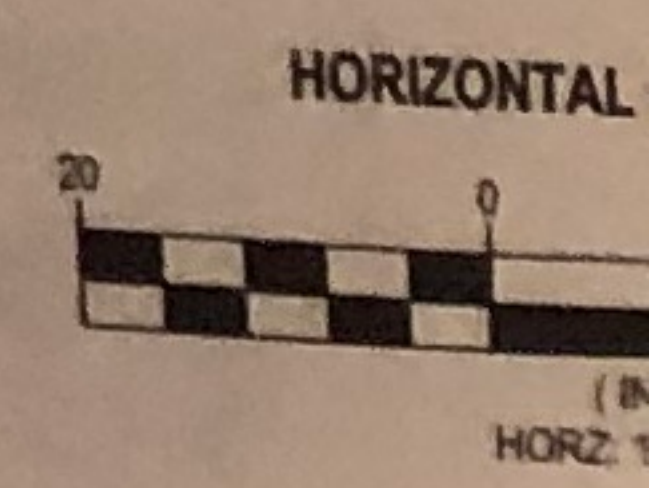
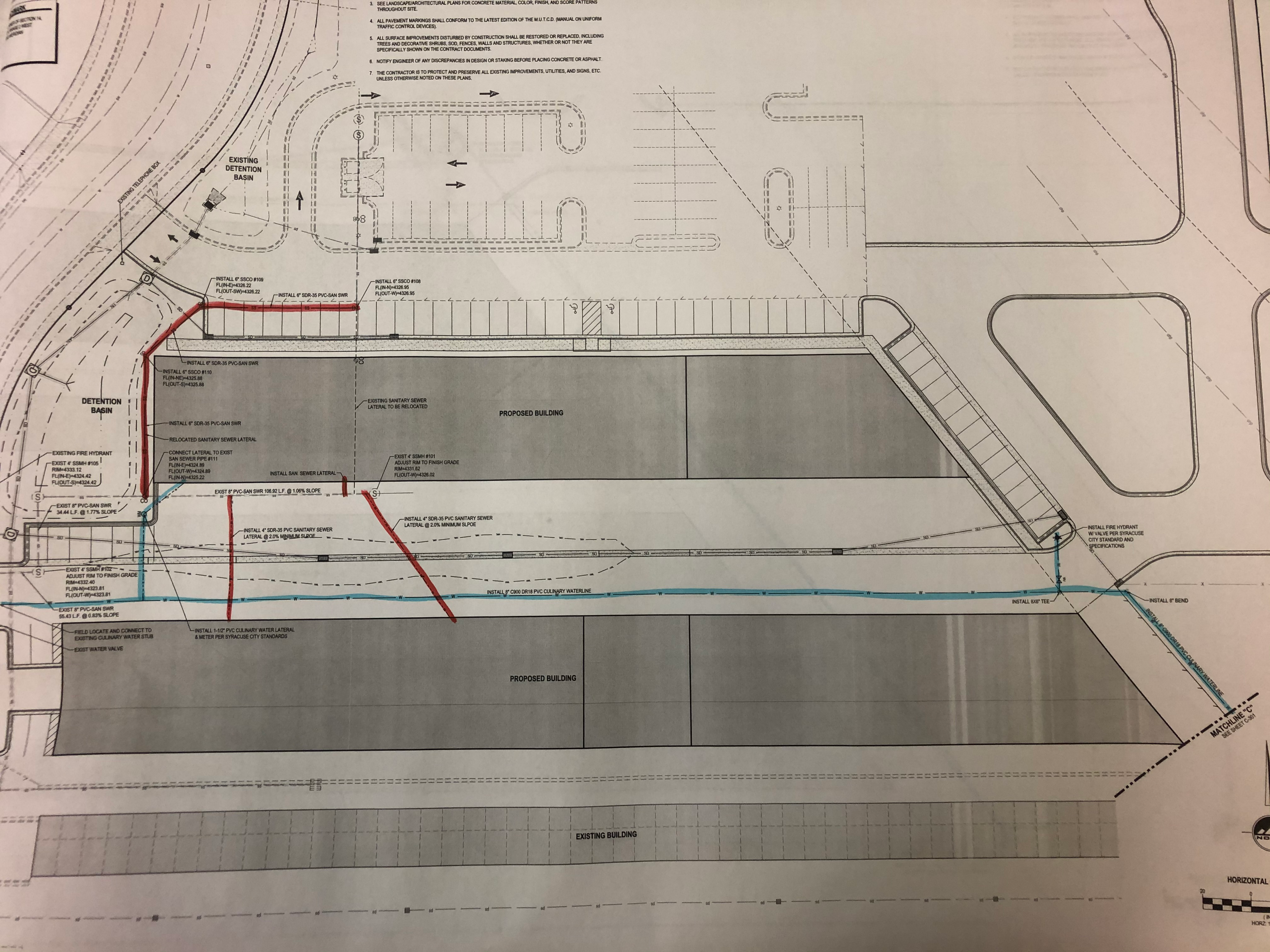


**GRADING DRAINAGE**

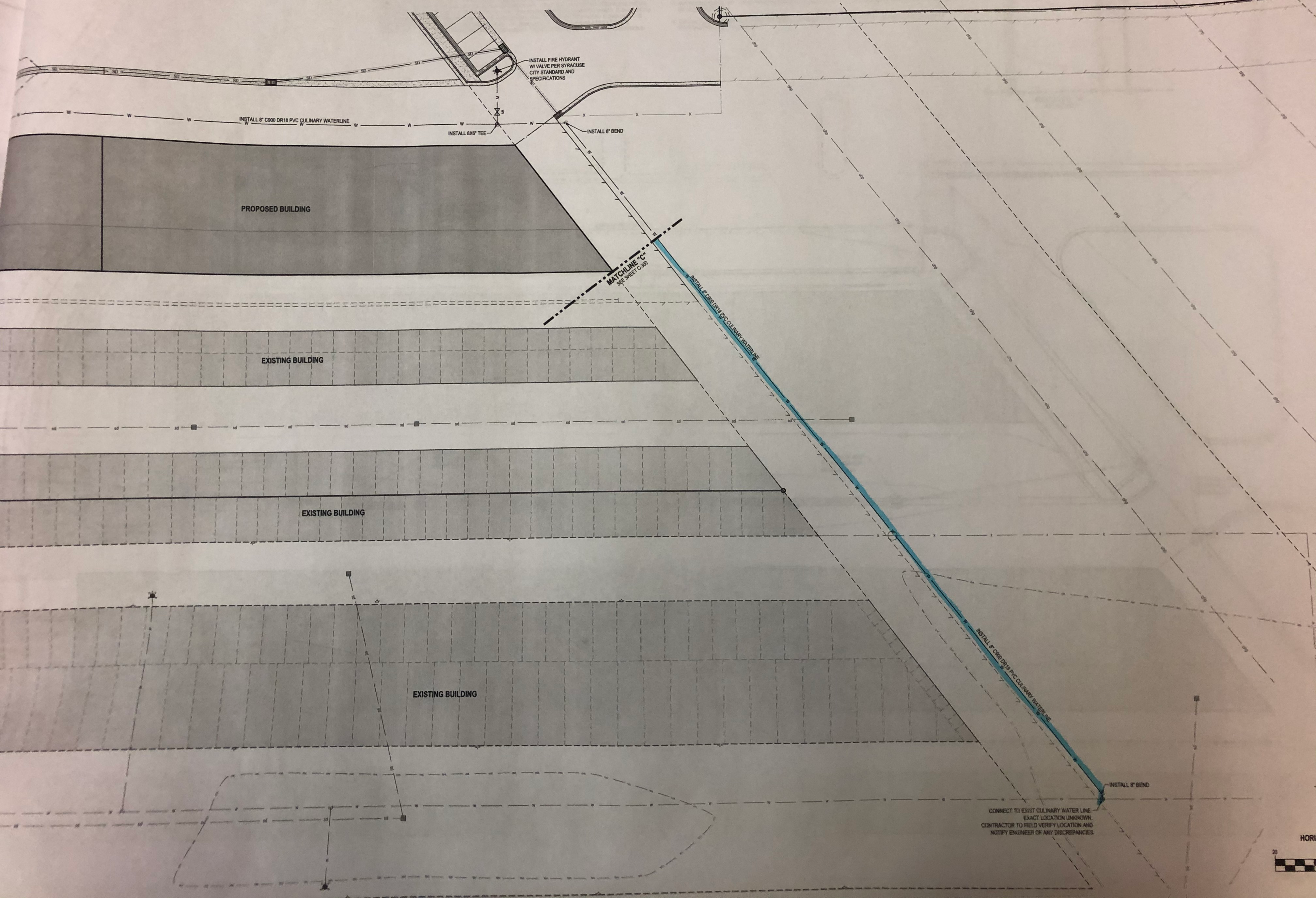
PROJECT NUMBER: L1301R  
 DRAWN BY: J. MOSS  
 PROJECT MANAGER: C. PRESTON



3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SO, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.



4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC ROADS (TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED WITH EQUIVALENT MATERIALS, TREES AND DECORATIVE SHRUBS, SOO, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY WERE DISTURBED, SHALL BE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND STRUCTURES, UNLESS OTHERWISE NOTED ON THESE PLANS.



CONNECT TO EXIST CULINARY WATER LINE  
EXACT LOCATION UNKNOWN.  
CONTRACTOR TO FIELD VERIFY LOCATION AND  
NOTIFY ENGINEER OF ANY DISCREPANCIES

**From:** [Ed Gertge](#)  
**To:** [Noah Steele](#)  
**Subject:** Fwd: Gateway Commercial  
**Date:** Wednesday, February 17, 2021 5:13:43 PM

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----- Forwarded message -----

**From:** **Danny W** <[danny@wallcompanies.net](mailto:danny@wallcompanies.net)>  
**Date:** Wed, Feb 17, 2021 at 5:10 PM  
**Subject:** Fwd: Gateway Commercial  
**To:** Ed Gertge <[ed@gertge.com](mailto:ed@gertge.com)>, Mark Thayne <[mark@wallcompanies.net](mailto:mark@wallcompanies.net)>

Sent from my iPhone

Begin forwarded message:

**From:** Paul Becraft <[slipperyrockconst@gmail.com](mailto:slipperyrockconst@gmail.com)>  
**Date:** February 17, 2021 at 5:01:37 PM MST  
**To:** [danny@wallcompanies.net](mailto:danny@wallcompanies.net)  
**Subject:** Gateway Commercial

il Beeraft President

SlipperyRockConst@gmail.com

Phone:

Location: Gateway-Commercial  
Syracuse, Utah

Bid Number: 211621  
Bid Date: 2/10/21

| DESCRIPTION                                | QTY    | UNIT | UNIT PRICE                | AMOUNT              |
|--------------------------------------------|--------|------|---------------------------|---------------------|
| <b>MOBILIZATION</b>                        | 1      | EA   | \$3,000.00                | \$3,000.00          |
|                                            |        |      | <b>Mobilization Total</b> | <b>\$3,000.00</b>   |
| <b>SWWPP</b>                               |        |      |                           |                     |
| Construction Entrance                      | 1      | EA   | \$1,300.00                | \$1,300.00          |
| Silt Fence                                 | 570    | LF   | \$3.50                    | \$1,995.00          |
| Inlet Protection                           | 10     | Ea   | \$145.00                  | \$1,450.00          |
| Concrete Washout                           | 1      | EA   | \$400.00                  | \$400.00            |
| Portable Restroom                          | 1      | Ea   | \$600.00                  | \$600.00            |
|                                            |        |      | <b>SWWPP Total</b>        | <b>\$5,745.00</b>   |
| <b>Culinary Water</b>                      |        |      |                           |                     |
| Hot Tap                                    | 1      | EA   | \$4,300.00                | \$4,300.00          |
| Furnish And Install 8" Culinary Water Main | 902    | LF   | \$39.00                   | \$35,178.00         |
| Furnish And Install Culinary fitting       | 2      | EA   | \$475.00                  | \$950.00            |
| Furnish And Install 8" Gate Valve          | 1      | Ea   | \$1,450.00                | \$1,450.00          |
| Furnish And Install Fire Hydrants          | 1      | EA   | \$3,950.00                | \$3,950.00          |
| Culinary Water Laterals                    | 2      | EA   | \$900.00                  | \$1,800.00          |
| Concrete Collars                           | 1      | EA   | \$550.00                  | \$550.00            |
| Chlorinate And Pressure Test               | 1      | EA   | \$900.00                  | \$900.00            |
| Bedding/Trench Backfill                    | 850    | Ton  | \$13.00                   | \$11,050.00         |
|                                            |        |      | <b>Culinary Total</b>     | <b>\$60,128.00</b>  |
| <b>Storm Drain</b>                         |        |      |                           |                     |
| 15" RCP                                    | 531    | LF   | \$39.00                   | \$20,709.00         |
| 10" ADS                                    | 126    | LF   | \$22.00                   | \$2,772.00          |
| 15" ADS                                    | 65     | LF   | \$30.00                   | \$1,950.00          |
| 18" ADS                                    | 88     | LF   | \$40.00                   | \$3,520.00          |
| Inlet Box                                  | 7      | EA   | \$2,200.00                | \$15,400.00         |
| 4' Cleanout Box                            | 3      | EA   | \$3,300.00                | \$9,900.00          |
| Camera And Clean                           | 384    | LF   | \$1.50                    | \$576.00            |
| Trench Import                              | 394    | Ton  | \$13.00                   | \$5,122.00          |
| Bedding Material                           | 200    | Ton  | \$23.00                   | \$4,600.00          |
|                                            |        |      | <b>Storm Drain Total</b>  | <b>\$64,549.00</b>  |
| <b>Sanitary Sewer</b>                      |        |      |                           |                     |
| 6" PVC Sewer Pipe                          | 602    | LF   | \$32.00                   | \$19,264.00         |
| 4" sewer Lateral                           | 150    | LF   | \$16.00                   | \$2,400.00          |
| 6" Sewer Cleanouts                         | 8      | Ea   | \$2,700.00                | \$21,600.00         |
| Collars For Cleanouts                      | 1      | Ea   | \$500.00                  | \$500.00            |
| Trench Import                              | 700    | Ton  | \$13.00                   | \$9,100.00          |
| Bedding Material                           | 70     | Ton  | \$23.00                   | \$1,610.00          |
|                                            |        |      | <b>Sewer Total</b>        | <b>\$54,474.00</b>  |
| <b>Road Work</b>                           |        |      |                           |                     |
| Cut & Grub Road                            | 72,708 | SF   | \$1.25                    | \$90,885.00         |
| Place 10" Roadbase For Asphalt             | 67,034 | SF   | \$1.30                    | \$87,144.20         |
| 3" Asphalt                                 | 67,034 | SF   | \$1.60                    | \$107,254.40        |
| 4'X4" Sidewalk                             | 1,290  | LF   | \$19.00                   | \$24,510.00         |
| Handicap Ramp                              | 2      | EA   | \$600.00                  | \$1,200.00          |
| 3" Asphalt                                 | 18,000 | SF   | \$1.45                    | \$26,100.00         |
| 30" Curb & Gutter                          | 2,325  | LF   | \$20.50                   | \$47,662.50         |
| 4' Sidewalk                                | 1,290  | LF   | \$19.50                   | \$25,155.00         |
| 6' Sidewalk                                | 210    | LF   | \$24.50                   | \$5,145.00          |
| Waterway                                   | 579    | LF   | \$40.00                   | \$23,160.00         |
|                                            |        |      | <b>Road Work Total</b>    | <b>\$438,216.10</b> |
|                                            |        |      | <b>Project Total</b>      | <b>\$626,109.10</b> |

This job was bid using \$3.05 per gallon of diesel. If fuel prices fluctuate greater or less than 5% additional charges, or credits may be required. This price will be determined by using the Rocky Mountain region diesel index. The index is produced by the U.S. Dept. of Energy, [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_r40\\_w.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_r40_w.htm)

We may withdraw this proposal if not accepted within (30) Calendar Days.

Confidential

2/17/2021

Page 2



# Consolidated Paving & Concrete

P.O. Box 12716 • Ogden, UT 84412-2716

622-1100 • FAX: 622-1103

Page No. of Pages

PROPOSAL SUBMITTED TO

Ed Gertge

PHONE

DATE

2/10/2021

STREET

JOB NAME

Trico Industrial

CITY, STATE AND ZIP CODE

JOB LOCATION

Syracuse, UT

**JOB SPECIFICATION AND PRICE:** If The Owner Executes Their Own Contract Agreement, This Proposal Will Be Attached To Owner's Contract. Units Will Be Measured On Completion And Invoiced At Unit Prices Quoted.

| Item # | Item Description                                  | U/M      | Qty.    | Unit Price  | Total Price          |
|--------|---------------------------------------------------|----------|---------|-------------|----------------------|
| 1      | Mobilization                                      | Lump Sum | 1       | \$ 5,310.00 | \$ 5,310.00          |
| 2      | Clear and Grub                                    | sf       | 177,000 | \$ 0.13     | \$ 23,010.00         |
| 3      | Remove existing 15" storm drain                   | lf       | 70      | \$ 18.54    | \$ 1,297.80          |
| 4      | Remove existing pond box                          | each     | 1       | \$ 649.00   | \$ 649.00            |
|        | <b>General Conditions</b>                         |          |         |             | <b>\$ 30,266.80</b>  |
| 5      | Install 6" SDR 35 PVC                             | lf       | 174     | \$ 36.96    | \$ 6,431.04          |
| 6      | Install 4" SDR 35 PVC Sewer Laterals              | lf       | 143     | \$ 30.64    | \$ 4,381.52          |
| 7      | Install 6" Sewer Cleanouts                        | each     | 4       | \$ 524.95   | \$ 2,099.80          |
| 8      | Bedding Gravel                                    | ton      | 66      | \$ 49.62    | \$ 3,274.92          |
| 9      | Trenchg Import                                    | ton      | 688     | \$ 47.26    | \$ 32,514.88         |
| 10     | collars for clean outs                            | each     | 4       | \$ 590.00   | \$ 2,360.00          |
|        | <b>Sanitary Sewer</b>                             |          |         |             | <b>\$ 83,275.76</b>  |
| 11     | 15" RCP                                           | lf       | 531     | \$ 50.26    | \$ 26,688.06         |
| 12     | 10" ADS                                           | lf       | 126     | \$ 39.33    | \$ 4,955.58          |
| 13     | 15" ADS                                           | lf       | 65      | \$ 52.24    | \$ 3,395.60          |
| 14     | 18" ADS                                           | lf       | 88      | \$ 54.31    | \$ 4,779.28          |
| 15     | Curb inlet box                                    | each     | 7       | \$ 1,696.84 | \$ 11,877.88         |
| 16     | 4' clean out box                                  | each     | 3       | \$ 2,206.60 | \$ 6,619.80          |
| 17     | Bedding Gravel                                    | ton      | 194     | \$ 49.62    | \$ 9,626.28          |
| 18     | Trench Import                                     | ton      | 394     | \$ 47.26    | \$ 18,620.44         |
|        | <b>Storm Drain</b>                                |          |         |             | <b>\$ 86,562.92</b>  |
| 19     | 8" C-900 PVC - DR18                               | ft       | 902     | \$ 38.86    | \$ 35,051.72         |
| 20     | 8" Hot Tap                                        | each     | 1       | \$ 5,501.41 | \$ 5,501.41          |
| 21     | Fire Hydrant                                      | each     | 1       | \$ 5,660.36 | \$ 5,660.36          |
| 23     | 2" Service Lateral and meter                      | each     | 2       | \$ 3,851.41 | \$ 7,702.82          |
| 24     | Fire Line and Riser with Flanged end for Building | each     | 1       | \$ 7,251.02 | \$ 7,251.02          |
| 25     | Bedding Sand / Trench Import                      | ton      | 817     | \$ 49.62    | \$ 40,539.54         |
|        | <b>Culinary Waterline</b>                         |          |         |             | <b>\$ 101,706.87</b> |
| 26     | Cut Subgrade for Roadway ROW                      | sqft     | 73000   | \$ 0.74     | \$ 54,020.00         |
| 27     | Place 10" Raodbase for Asphalt                    | sqft     | 67000   | \$ 1.48     | \$ 99,160.00         |
| 28     | 3" Asphalt                                        | sqft     | 67000   | \$ 1.31     | \$ 87,770.00         |
| 29     | curb & gutter                                     | lnft     | 2325    | \$ 20.76    | \$ 48,267.00         |
| 30     | Waterway                                          | lnft     | 580     | \$ 27.12    | \$ 15,729.60         |
| 31     | 4' sidewalk                                       | lnft     | 460     | \$ 18.52    | \$ 8,519.20          |
| 32     | 6' sidewalk                                       | lnft     | 190     | \$ 26.84    | \$ 5,099.60          |
|        | <b>Roadway</b>                                    |          |         |             | <b>\$ 318,565.40</b> |
| 33     | Inlet Protection                                  | each     | 10      | \$ 100.30   | \$ 1,003.00          |
| 34     | Concrete Washout                                  | each     | 1       | \$ 1,003.00 | \$ 1,003.00          |
| 35     | Stabilized Constuction Entrance                   | each     | 1       | \$ 2,124.00 | \$ 2,124.00          |
| 36     | Portable Restroom                                 | each     | 1       | \$ 295.00   | \$ 295.00            |
|        | <b>SWPPP</b>                                      |          |         |             | <b>\$ 4,425.00</b>   |

*We Propose* hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

dollars (\$ \_\_\_\_\_ ).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Jeremiah Falslev/940-1541

PRICE QUOTED GOOD FOR 30 DAYS FROM DATE OF PROPOSAL

**Acceptance of Proposal** — Please Review ADDITIONAL TERMS AND CONDITIONS On Back Of Proposal. Upon Signature Of Proposal Purchaser Is Bound To All Terms And Conditions Of Agreement, Original Copy Of Proposal Must Be Signed And On File Prior To Commencement Of Work.

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

- Due to the volatility of Fuel, Oil, Cement and other Construction Materials all bid prices are subject to adjustment.
- **TERMS OF PAYMENT:** Purchaser agrees to pay Consolidated Paving the sums identified on this Proposal. Purchaser shall make progress payments based upon percentage of completion of the project not less than monthly. Payment shall be within ten (10) working days of receipt of a request for payment. Unpaid invoice amounts become delinquent thirty (30) days from the date thereof and shall accrue a **FINANCE CHARGE** of 1 1/2% per month. This is an **ANNUAL PERCENTAGE RATE OF 18%**. The purchaser agrees to pay all costs of collecting past due accounts, including reasonable attorney's fee. Further, should this contract be litigated, for any reason, it is agreed that the laws of the State where the work is performed shall be used to construe this contract.  
This quotation is subject to all the terms and conditions listed hereof.
- If for reasons beyond seller's control the work is not performed during seller's current construction season, or over a longer period if agreed to in writing at the date of this proposal, the contract price may be increased by seller to reflect its cost increases incurred at the time the work is performed. Our normal construction season is April through October, depending on weather conditions.
- **ACCEPTANCE OF PROPOSAL:** The purchaser represents that they (it, he, or she) are the owner of the premises on which the work is to be done, or are authorized representative of the owner, and have permission and authority to grant seller the right to perform such work on premises.
- Should seller be required to provide survey stakes and/or to perform engineering services of any nature, purchaser hereby covenants and agrees to save and hold harmless seller from and against any and all damages, claims, costs or expense, whichever arising from or growing out of performance of this contract. Seller cannot be responsible for drainage problems if design of project does not allow for 2% minimum slope. Our base bid price does not include survey, engineering or compaction tests unless stated.
- **ACCESS:** Should it be necessary to access job site over a concrete structure or culvert, seller is not responsible for damages to said structure. Seller is also not responsible for damage to surfaces that must be traveled in normal paving operations.
- **CRACKING:** Although concrete is installed with strict conformance to ACI Standard 605-56, the seller is not responsible for random cracking caused by natural expansion and contraction of new concrete.
- **PERFORMANCE:** The seller shall not be liable for failure of performance beyond seller's control, including, but not limited to weather or accessibility of material.
- Due to weather factors beyond seller's control work done after October 1<sup>st</sup> cannot be guaranteed, unless written guarantee is provided by seller.
- **GROUND STERILIZATION:** Due to the nature of some weed growth, we cannot guarantee complete weed kill.

## **RESOLUTION RDA21-02**

**A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR TAX INCREMENT FINANCING RELATED TO INFRASTRUCTURE IMPROVEMENTS IN THE SYRACUSE 750 WEST REDEVELOPMENT AREA.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) currently has an active Redevelopment Area called the 750 West Project Area (the “Area”); and

**WHEREAS**, development opportunities are being explored by property owners, including the development of commercial space in the project (the “Project”); and

**WHEREAS**, the Agency board finds that the use of tax increment rebates for infrastructure improvements will spur this economic and commercial investment in the Area; and

**WHEREAS**, the Agency is willing to invest tax increment rebates upon the successful completion of the infrastructure and commercial development in the Project; and

**WHEREAS**, the Agency finds that entering into this Agreement will be in the best interests of the City and the Agency and provide opportunities for growth and development, job creation, and economic prosperity,

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

**Section 1. Authorization.** The Agency authorizes the Executive Director of the Syracuse City Redevelopment Agency to execute the Agreement for 2021 Infrastructure Improvements Within the 750 West Redevelopment Area of the Syracuse City Redevelopment Agency, with Developer Rico Holdings LLC and to take actions related to the Agency’s obligations under that Agreement.

**Section 2. Tax Increment Rebates.** The Agency authorizes the administration, upon evidence that the Developer has met the obligations identified in the Agreement, to issue a rebates of tax increment generated by the Project, in the manner established by Agreement.

**Section 3. Severability.** If any section, part or provision of this Resolution or the program 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 or program shall be severable.

**Section 5. Effective Date.** This effective date of this Resolution is the date of its publication.

**PASSED AND ADOPTED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, THIS \_\_\_\_<sup>th</sup> DAY OF \_\_\_\_\_, 2021.**

**SYRACUSE CITY REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, MMC  
Secretary

By: \_\_\_\_\_  
Mike Gailey  
Executive Director

Voting by the Agency:

|         | “AYE” | “NAY” |
|---------|-------|-------|
| Bingham | _____ | _____ |
| Bolduc  | _____ | _____ |
| Maughan | _____ | _____ |
| Savage  | _____ | _____ |
| Teague  | _____ | _____ |

## **EXHIBIT “A”**

**AGREEMENT FOR 2021 INFRASTRUCTURE IMPROVEMENTS WITHIN  
THE 750 WEST REDEVELOPMENT AREA OF THE SYRACUSE CITY  
REDEVELOPMENT AGENCY**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, this Agreement for the 2021 Infrastructure Improvements Within the 750 West Redevelopment Area of the Syracuse City Redevelopment Agency, is made and entered into by and among Trico Holdings LLC, a Utah limited liability company (the “Developer”), and the REDEVELOPMENT AGENCY OF SYRACUSE CITY, a municipal corporation and political subdivision of the State of Utah (the “Agency”).

The Developer and Agency are sometimes referred to individually in this Amendment as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The Agency has previously established a redevelopment area at 750 West near Antelope Drive (the “RDA Area”).
- B. Developer desires to engage in commercial development on multiple parcels in the RDA Area (the “Project”) and has requested Agency assistance in establishing infrastructure improvements in the area (the “Improvements”).
- C. The Agency considers these improvements and the proposed commercial development to benefit the RDA Area and City generally, in addition to immediate benefits to the Developer’s project, due to increased cross-access between commercial uses and creating a network of options for motorists attempting to enter Antelope Drive.
- D. The Parties desire to facilitate the installation of these improvements, as provided in this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**ARTICLE I**

**DEVELOPER’S PROJECT**

### Section 1.1 Property Affected by Agreement

This Agreement relates to specific improvements that will be located on the following properties (the “Parcels”), the legal descriptions of which are attached as Exhibit A, and incorporated into this Agreement by reference:

- A. Davis County Parcel 12-738-0004, owned by Syrcor, LLC;
- B. Davis County Parcel 12-738-0002, owned by Trico Holdings, LC; and
- C. Davis County Parcel 12-079-0139, owned by Rocky Mountain Power.

### Section 1.2 Authorization to Conduct the Work

The Developer affirms that it either has current and binding authority to complete the Improvements on the properties identified in Section 1.1, or that it will obtain such authority from the property owners prior to requesting any disbursement of funds from the Agency.

### Section 1.3 Development Plans

The Developer plans to establish commercial development in the Project on Parcels 12-738-0004 and 12-738-0002, as provided in the Sketch Plan, attached as Exhibit B and incorporated into this Agreement by reference. This Agreement does not constitute City approval of the Sketch Plan or vest Developer with rights to develop contrary to applicable zoning, ordinances, laws or regulations. If there is a conflict between the Sketch Plan and ordinance, law or regulation, then the ordinance, law or regulation will apply to the Project.

### Section 1.4 Infrastructure Improvements

The Parties have agreed on installing the Improvements on the affected properties identified in Section 1.1, as part of the commercial development. The specific improvements to be installed are included on the Infrastructure Plan, attached as Exhibit C and incorporated into this Agreement by reference.

## ARTICLE II

### DEVELOPER’S OBLIGATIONS

The Developer agrees to the following:

Section 2.1 Installation of Improvements. Within six months of signing, the Developer shall install the Improvements shown in Exhibit C. The Improvements shall be installed in accordance with applicable laws and regulations following site plan approval.

### Section 2.2 Commercial Development.

- A. The Developer shall complete construction on the Parcels identified in Section 1.3, in substantial compliance with the Sketch Plan, by the following dates:

1. For Building 1 (storage), by December 31, 2021;
  2. For Building 2 (flex office), by December 31, 2022; and
  3. For Building 3 (retail commercial), by December 31, 2024.
- B. The Building 3 construction may be extended by an additional year if the market for office uses has undergone a recession or reduction such that buildings for such uses are being left vacant or are not being built in Davis County, Utah.

Section 2.3 Access Easements. The Infrastructure shall be privately owned and maintained by the property owner on which the Infrastructure is installed, or applicable successors in interest. Nevertheless, the Developer shall be required to grant a perpetual, public access easements for all drives and access points included on the Sketch Plan (Exhibit B), and also grant or acquire a perpetual, public access easement connecting to the East and West of the Parcels, as shown on the Sketch Plan (Exhibit B). If property is owned by entities other than the Developer, then the Developer is responsible to obtain the perpetual, public access easements as it relates to the separately owned property. The grant of the perpetual, public access easements shall occur at or before the time that the Developer first requests payment from the Agency, as provided in Article III of this Agreement.

Section 2.4 Payment of Fees. The parties anticipate that the Development, including the Improvements will require payment of fees to the City, including site plan fees, inspection fees, impact fees, building permit fees, or other fees generally applicable to development in the City. Developer shall pay all necessary fees assessed by Syracuse City and other government entities which are required to begin construction of the Improvements. This Agreement does not waive any applicable development fees or obligate the Agency to pay them.

Section 2.5 Obtaining Permits. The Developer shall have the sole responsibility to obtain all necessary permits and approvals to construct the improvements and shall make application for such permits and approvals directly to Syracuse City and other appropriate agencies and departments. This Agreement does not waive any requirements associated with permit applications, including inspection or fee requirements.

Section 2.6 Payment of Ad Valorem Taxes. The Developer shall ensure the timely payment of all real and personal property taxes (the “Ad Valorem Taxes”) for Parcels 12-738-0004 and 12-738-0002 for the duration of this Agreement. Subject to the Developer’s right to protest or appeal as provided below, for each tax increment year, all Ad Valorem Taxes and assessments levied or imposed on the Project, any of the improvements, and any personal property on site shall be paid annually by the Developer or current owner before the delinquency date which is currently set by Utah Code § 59-2-1331 as November 30. The Developer shall have the right to protest or appeal the amount of the Assessed Taxable Value and taxes levied against the Project by the County Assessor, State Tax Commission or any lawful entity authorized by law to

determine the Ad Valorem Taxes against the Project, the improvements, personal property at the Site, or any portion thereof in the same manner as any other taxpayer as provided by law. The Developer shall, however, notify the Agency in writing within ten (10) business days of the Developer's or current property owner's filing of any protest or appeal of such assessment determination or taxes and provide a copy to the Agency of any protest or appeal of such assessment and information submitted as part of the protest or appeal. In addition, the Developer shall give to the Agency written notice at least fifteen (15) calendar days prior to the time and date of such protest or appeal is to be heard. The Agency shall have the right, without objection by the Developer, to appear at the time and date of such protest or appeal and to present oral or written information or evidence in support of, or in objection to, the amount of assessment or taxes which should or should not be assessed against the real or personal property of the Project.

### ARTICLE III

#### AGENCY OBLIGATIONS

Section 3.1 Maximum Amount. The Agency agrees to a fund construction costs not to exceed Five hundred twelve thousand, eight hundred ninety-seven dollars and forty cents (\$512,897.40) for the Improvements identified on the Infrastructure Plan (Exhibit C).

Section 3.2 Progression Draws Acceptable. Developer may request draws from the Agency as the Infrastructure is installed and inspected by the City. Three draws are anticipated, with a first to be completed after the first one-third of the installation, the second after two-thirds completion, and a final draw after final completion of the project. Work to be completed in each third is provided in the Infrastructure Plan (Exhibit C). Prior to any fund dispersal, the work shall pass city inspection finding that it was built to building code and according to plan.

Section 3.3 Conditions Precedent for Reimbursement. The Agency's payment of reimbursement is expressly conditioned upon the following having occurred, and which are presently applicable at the time of the rebate request:

- A. Developer is maintaining a Payment Bond for all contractors, subcontractors and suppliers who perform work on the Infrastructure;
- B. The work included on the invoice and sought from the Agency is only for costs related to the installation of Infrastructure, and not for any other costs associated with the development of the Project;
- C. Developer has provided an invoice to the City with supporting, itemized documentation from the contractor supporting all costs being requested for reimbursement;
- D. Developer has provided perpetual, public access easements for the areas identified on the Sketch Plan, as provided in Section 2.3 of this Agreement;
- E. Developer's parcels identified in Section 2.6 are not identified as delinquent in Davis County records as it relates to tax obligations; and

- F. All work passed city inspection finding that it was built in compliance with building code and according to plans provided in Exhibit C.

Section 3.4    Timing of Payments.

- A. Upon the receipt of an invoice from the Developer and a verification of their eligibility for payment pursuant to Section 3.3, the Agency will tender payment to the Developer within twenty-one (21) days.
- B. Requests for more information or documents shall be conveyed to the Developer within seven (7) business days of receipt of the invoice, and Developer shall have seven (7) business days to produce such information. In such cases, the deadline to tender payment shall be extended by the number of days between the request for more information and the Developer's production of that information.

Section 3.5    Sole Source of Agency's Funding. The Developer understands and agrees that the only source of monies available to the Agency to pay its obligations hereunder are tax increment monies actually received by the Agency from the RDA Project Area. Only available tax increment monies from the Project Area, less any negative tax increment from the Project Area deducted by the County Assessor's office, will be available to the Agency to meet said obligations.

## ARTICLE IV

### REMEDIES

Section 4.1    Default Due to Lack of Improvement Construction. If the Developer fails to complete construction of the Improvements by the date indicated in Section 2.1, then the Developer will be deemed to be in breach of contract, and the Agency may terminate this Agreement by providing written notice of the termination to the Developer. Termination of the Agreement by the City shall relieve it of any obligation to pay amounts which have not yet been tendered to the Developer.

Section 4.2    Default Due to Lack of Construction of Commercial Properties.

- A. The promise to complete commercial development is a crucial component of this Agreement for the Agency. The completion of the Improvements is valuable to the Agency, but their value is not as great as the Agency's agreed upon reimbursements in the absence of the commercial development.
- B. If the Developer fails to complete construction of the commercial components of the Project by the dates established in Section 2.2, then the Developer shall be responsible to repay to the Agency the following amounts, which percentages are cumulative with each other:

1. For Building 1(storage), twenty percent (20%) of the total paid by the Agency under this Agreement;
  2. For Building 2 (flex office/warehouse), twenty percent (20%) of the total paid by the Agency under this Agreement; and
  3. For Building 3 (retail commercial), ten percent (10%) of the total paid by the Agency under this Agreement.
- C. Upon written notice from the Agency, the Developer shall tender the amounts owed under this Section 4.2 within sixty (60) days of receipt of that notice.
- D. If the Developer fails to tender the amounts owed under Subsection (C) of this Section 4.2, then this Agreement shall be sufficient evidence to support a lien against Parcels 12-738-0004 and 12-738-0002, jointly and severally, for the amounts due. Amounts subjected to liens shall accrue interest at five percent (5%) per annum, accrued on a monthly basis. The Developer and any successor in interest in ownership of those Parcels waive and forego any objection or defense to the entry of that lien by the City.

Section 4.3 Default Generally. If either Party is in breach of any other substantial obligation under this Agreement, the breaching Party shall, upon written notice from the non-breaching Party, proceed immediately to cure or remedy such default or breach, and in any event, do so within thirty (30) calendar days after receipt of such notice or if such default or failure is of a type that cannot reasonably be cured within such thirty (30) calendar day period, within ninety (90) days, provided that such cure is commenced within the thirty (30) day period and diligently pursued to completion. The Parties may agree to a longer period to cure, in writing. If action is not taken, or diligently pursued, or the breach is not cured or remedied as provided in this Article, the non-breaching Party may institute such proceedings as may be necessary or desirable, at its option, to cure or remedy such default. This includes, but is not limited to, proceedings to compel specific performance by the Party in default, termination of the Agreement, an action as allowed by law or equity, or as provided in this Agreement.

Section 4.4 Delay. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

Section 4.5 Remedies Cumulative/Non-Waiver. The rights and remedies of the Parties of this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times. No waiver made by any Party regarding the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party, beyond those expressly waived.

## ARTICLE V

## OTHER PROVISIONS

Section 5.1 Term. The term of this Agreement shall commence upon the execution by both Parties and shall continue until the earliest of the following:

1. The issuance of certificates of occupancy for the commercial components contemplated by the Sketch Plan (Exhibit B), as well as the acceptance and completion of any warranty periods applicable to the Infrastructure;
2. The mutual termination of the Agreement by the Parties; or
3. The termination of the Agreement as provided in Section 5.2.

Section 5.2 Termination. This Agreement may be terminated:

1. By the Developer at any time prior to the issuance of any payments by the City, by delivering written notification of the termination;
2. By the Agency at any time prior to the execution of a contract for Improvement installation by the Developer, upon a written notification of the termination following a vote by the Agency's Board of Directors to do so;
3. By mutual, written agreement by the Parties on the terms indicated in the written termination; or
4. By the non-defaulting Party, after notice has been provided pursuant to Sections 4.1, 4.2 or 4.3 of this Agreement.

Section 5.3 Notices. If notice is required by any of the provisions of this Agreement, then it shall be accomplished and deemed given upon personal or hand-delivery, confirmed facsimile transmission, e-mail, or upon the third business day following the day sent, if sent postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses:

AGENCY:                      Attn: City Manager  
                                    Redevelopment Agency of Syracuse City  
                                    1979 West 1900 South  
                                    Syracuse, UT 84075  
                                    Fax: (801) 825-3001  
                                    Email: [bbovero@syracuseut.com](mailto:bbovero@syracuseut.com)

DEVELOPER:                Attn: Mark Thayne  
                                    Trico Holdings LLC  
                                    P.O. Box 2000  
                                    Layton, UT 84041  
                                    Email: [mark@wallcompanies.net](mailto:mark@wallcompanies.net)

Section 5.4 Government Records. This Agreement and all documents referenced in this Agreement, along with all other records provided to the Agency in consideration of or in compliance with this Agreement, are subject to the provisions of the Utah Government Records Access and Management Act.

Section 5.5 Governmental Immunity. The Developer acknowledges that the Agency is a body Corporate and politic of the state of Utah, subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 et seq. (the “Act”), and the Developer acknowledges and agrees that nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.

Section 5.6 Indemnity. The Developer agrees to indemnify, hold harmless and defend the Agency, its officers, agents, and employees, from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death or damage to property or profits, and liens of workmen and material men (suppliers), however alleged caused, resulting directly or indirectly from, or arising out of the construction, development, operation or use of the Project, breach of this Agreement on the part of the Developer, or the negligent acts or omissions by the Developer or its agents, representatives, officers, employees, or subcontractors in the performance of this Agreement. The Developer does not, however, indemnify the Agency for any losses, damages, injuries, liabilities, or claims arising from the negligence or willful misconduct of the Agency, its officers, agents or employees.

Section 5.7 No Agency. No agent, employee, or servant of either Party is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by any Party to its employees, including worker’s compensation insurance, health insurance or unemployment insurance, are available to the employees, agents, contractors, or servants of the other Party. The Parties shall be solely and entirely responsible for their respective actions and for the acts of their respective agents, employees, contractors and servants.

Section 5.8 No Joint Venture. The Agency and Developer have not formed a joint venture, and the Agency is not responsible for any delinquencies in payments to contractors, debts, liabilities or other instruments associated with the Project, except the obligations under this Agreement. Conversely, the Agency is not entitled to any profits or repayments of the amounts expended, except as provided in this Agreement or in the form of tax increment.

Section 5.9 Ethical Standards. The Developer represents that it has not: (1) provided an illegal gift or payoff to any officer or employee of the Agency, or former officer or employee of the Agency, or to any relative or business entity of an officer or employee of the Agency, or relative or business entity of a former officer or employee of the Agency; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (3) breached any of the ethical

standards set forth in Utah law; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the Agency or former officer or employee of the Agency to breach any of the ethical standards set forth in Utah law or City ordinances.

Section 5.10 No Officer or Employee Interest. No officer or employee of the Agency has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer or any member of any such person's families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. If they currently hold such positions, they will disclose their affiliation with the Developer, and will abstain from making any input, recommendation nor decision regarding the Developer.

Section 5.11 Compliance with Laws. The Parties each agree that they will comply with all applicable federal, state and local laws, rules and regulations in the performance of their duties under this Agreement.

Section 5.12 Non-Discrimination. The Developer, and all persons acting on its behalf, agree that they shall comply with all federal, state and City laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

Section 5.13 Assignment. The Developer shall not assign or transfer its duties of performance, nor its rights to compensation under this Agreement, without the prior, written consent of the Agency, which shall not be unreasonably withheld. Disapproval shall generally be conditioned upon assignment or transfer of rights to a person or entity lacking the ability or assets necessary to complete the Agreement. If the Agency withholds consent, it shall provide a detailed explanation for the disapproval.

Section 5.14 Time. The Parties agree that time is of the essence in the performance of this Agreement and each and every term and provision herein.

Section 5.15 Entire Agreement. The Agency and Developer agree that this Agreement constitutes the entire, integrated understanding between the Parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement. This Agreement may not be modified, except in writing, signed by the Parties.

Section 5.16 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah and the ordinances of Syracuse City. All legal actions shall be maintained in the Second District Court of the State of Utah.

Section 5.17 Miscellaneous.

- A. The recitals and exhibits attached to this Agreement shall be and hereby are incorporated in ad are an integral part of this Agreement, by this reference.
- B. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns.
- C. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severable from the remainder of the Agreement, and such invalidity and unenforceability shall not be construed to have any effect on the remaining provisions of the Agreement.
- D. This Agreement is not intended to, and it shall not be construed to, provide or convey any right or benefit upon any third party.
- E. Each Party shall bear the costs and expenses associated with this Agreement, including legal and consulting fees, as well as the preparation of all documents contemplated by this Agreement.
- F. Except as provided in this Agreement, whenever a period of time is in this Amended Agreement prescribed for action to be taken by a Party, said Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to a Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests:
  - a. The act or event prevents a Party, in whole or in part, from performing its obligations or satisfying any conditions under this Agreement;
  - b. The act or event is beyond the reasonable control of and not primarily the fault of a Party; and
  - c. A Party has been unable to avoid or overcome the act or event by the exercise of commercially reasonable due diligence.
  - d. In furtherance of this definition, and not in limitation of such definition, each of the following acts and events is deemed to be a Force Majeure Event: war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, cyclone, tornado, explosion, civil disturbance, acts of God or the public enemy, terrorist acts, military action, epidemic, famine or plague, action of a court or public authority, strike, or riot. Notwithstanding the foregoing, a Force Majeure Event shall not include economic hardship, changes in market conditions, insufficiency of revenues or funds, or the financial condition of a Party, or the sale, transfer, liquidation, insolvency, failure, secession, disbandment, dissolution or termination of any person owning any interest in a Party.

(signatures appear on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement for the 2021 Infrastructure Improvements Within the 750 West Redevelopment Area of the Syracuse City Redevelopment Agency as of the day and year recited above.

DEVELOPER:

\_\_\_\_\_  
A Utah \_\_\_\_\_ Company

By: \_\_\_\_\_

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

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

STATE OF UTAH            )  
                                          ) ss.  
COUNTY OF DAVIS        )

On \_\_\_\_\_, 2021, personally appearing before me \_\_\_\_\_ who  
being duly sworn did say that he/she is the \_\_\_\_\_ of  
\_\_\_\_\_, and that said instrument was signed on behalf of said  
\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

AGENCY:

REDEVELOPMENT AGENCY OF  
SYRACUSE CITY

By: \_\_\_\_\_

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

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

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_

STATE OF UTAH                    )  
                                                  ) ss.  
COUNTY OF DAVIS            )

On \_\_\_\_\_, 2021, personally appearing before me \_\_\_\_\_  
who being duly sworn did say that he is the \_\_\_\_\_ of  
REDEVELOPMENT AGENCY OF SYRACUSE CITY, and that said instrument was signed on  
behalf of the Redevelopment Agency of Syracuse City, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A  
LEGAL DESCRIPTIONS OF PARCELS

Parcel 12-738-0004

ALL OF LOT 4, SYRACUSE GATEWAY PHASE 2 COMMERCIAL SUBDIVISION.  
CONT. 0.81000 ACRES.

Parcel 12-738-0002

ALL OF LOT 2, SYRACUSE GATEWAY PHASE 2 COMMERCIAL SUBDIVISION.  
CONT. 2.72000 ACRES.

Parcel 12-079-0139

BEG AT A PT N 89°59'50" W 693.71 FT ALG SEC LINE & S 0°11'26" W 55.00 FT TO A PT 55.00 FT PERPLY DISTANT S'LY FR CENTERLINE AT ENGINEER STATION 178+57.83 FR NE COR OF NW 1/4 OF SEC 14-T4N-R2W, SLM; & RUN TH N 89°59'50" W 382.43 FT; TH S 36°26'34" E 649.86 FT; TH S 89°54'21" E 14.09 FT TO A LINE 120 FT SW'LY OF & PARALLEL TO AN EXIST CENTERLINE OF A POWER LINE WITHIN THE ROCKY MOUNTAIN POWER CORRIDOR, SD CENTER LINE WAS DEFINED BY A FIELD SURVEY OF SD LINE IN JANUARY OF 2008; TH S 36°24'44" E 634.45 FT ALG THE SD SW'LY LINE; TH N 0°10'42" E 541.15 FT, M/L, TO A PT ON THE S LINE OF PPTY CONV IN THE SWD RECORDED 01/24/2006 AS ENTRY 2139852 BK 3956 PG 752; TH N 36°26'34" W 13.27 FT; TH N 89°59'50" W 392.06 FT, M/L, TO A PT S 0°11'26" W OF POB; TH N 0°11'26" E 482.95 FT TO POB.

CONT. 4.789 ACRES

EXHIBIT B  
SKETCH PLAN

EXHIBIT C  
INFRASTRUCTURE PLAN