



CITY OF NORTH SALT LAKE

**NORTH SALT LAKE CITY COUNCIL
NOTICE & AGENDA
November 19, 2013
7:00 p.m.**

Posted November 14, 2013

Notice is given that the North Salt Lake City Council will hold a regular meeting on TUESDAY, NOVEMBER 19, 2013 at 7:00 p.m. A work session will be held at 6:00 p.m. in the Police Conference room downstairs at City Hall, followed by the regular session in the City Council room. Some Council Members may participate electronically. The following items of business will be discussed; the order of business may be changed as time permits.

WORK SESSION - 6:00 p.m.

- 6:00 Welcome
- 6:05 Discussion of Davis County Health Department preliminary health study results – Davis County Health Dept.
- 6:20 Discussion of North Salt Lake’s domestic deer population - Department of Wildlife Resources
- 6:40 Brighton Homes – Patrick Scott (Discussion of Granite site)
- 6:45 Action Items
- 6:55 Council Reports

REGULAR SESSION - 7:00 p.m.

- 7:00 Introduction by Mayor Len Arave
- 7:02 Invocation and Pledge of Allegiance ~ Council Member Brian Horrocks
- 7:05 Citizen comment
- 7:10 2013 General Election Canvass
- 7:15 Consideration of surplus land declaration – Woodside Homes
- 7:25 Consideration of proposed land lease of golf course property for a Verizon cell tower – Nefi Garcia
- 7:40 Consideration of a site plan for Handi-Quilter located at 501 North 400 West. Ty Cragun – Tom Stuart Construction, applicant.
- 7:45 Consideration of valve exerciser purchase – Public Works
- 7:55 Consideration of new Public Works truck
- 8:05 Consideration of approval for employee holiday gift cards
- 8:15 City Attorney’s report
- 8:20 Mayor’s report
- 8:25 City Manager’s report
- 8:30 Adjourn for RDA Meeting

RDA MEETING – 8:30 p.m.

- 8:30 Consideration of Resolution No. 2013-12R, a resolution approving an Interlocal Cooperation Agreement between the City of North Salt Lake Redevelopment Agency and Davis School District for the collection and remittance of incremental property taxes collected from property within the Redwood Road Community Development Project Area.

Consideration of Resolution No. 2013-17R, a resolution approving an Interlocal Cooperation Agreement between the City of North Salt Lake Redevelopment Agency and the Mosquito Abatement District-Davis for the collection and remittance of incremental property taxes collected from property within the Redwood Road Community Development Project Area.

Consideration of Resolution No. 2013-18R, a resolution approving an Interlocal Cooperation Agreement between the City of North Salt Lake Redevelopment Agency and South Davis Recreation District for the collection and remittance

of incremental property taxes collected from property within the Redwood Road Community Development Project Area.

Consideration of Resolution No. 2013-19R, a resolution approving an Interlocal Cooperation Agreement between the City of North Salt Lake Redevelopment Agency and South Davis Sewer District for the collection and remittance of incremental property taxes collected from property within the Redwood Road Community Development Project Area.

Consideration of Resolution No. 2013-20R, a resolution approving an Interlocal Cooperation Agreement between the City of North Salt Lake Redevelopment Agency and Weber Basin Water Conservancy District for the collection and remittance of incremental property taxes collected from property within the Redwood Road Community Development Project Area.

CLOSED SESSION - 9:00 p.m.

9:00 Closed session to discuss the character, professional competence or physical or mental health of an individual.

The public is invited to attend all City Council meetings. If you need special accommodations to participate in the City Council meeting, please call the City office at 801-335-8709. Please provide at least 24 hours notice for adequate arrangements to be made.

Action Items for
Nov. 19, 2013

Item	Description	Done
OLD		
1	Paul -- divide landscape plan for Foxboro park strips (adjacent to wetlands) into phases and bring back to Council in February, 2014.	
4	Staff to study options for wi-fi tower including other sites or treatment of the tower and site to make it more appealing. Keep neighborhood informed with communication, including a neighborhood meeting if needed. <i>(see Ken's memo)</i>	
7	Ken – look at establishing building standard codes (CCRs) for the industrial park. <i>(Jim working on this.)</i>	
9	Janice - will do some additional review on actual staff costs and fee study, and make a recommendation to the Council. <i>Fee study is complete. Community Development to put together recommendation.</i>	

STALE		
1	David Church to do ‘hold harmless agreement’ for trail system. Find out from Dave Peters what, if anything, he did. Sale of Granite parcel is pending, project on hold.	
2	Ken – work to get important thoroughfares cleaned up, i.e. Hwy. 89, Redwood Road, etc. Ken will be working on this until he retires or is replaced.	
3	Paul Ottoson and Council Member Porter will work on maps for the trails. This has been completed, except for “you are here” markers at junctions. (Spring 2013). Working to set up a trails committee meeting	



CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8708 Voice
(801) 335-8719 Fax
www.nslcity.org

LEONARD K. ARAVE
Mayor

D. BARRY EDWARDS
City Manager

TO: Mayor Arave
City Council

FROM: Linda Horrocks *LH*
Deputy Recorder

DATE: November 14, 2013

REF: 2013 Election Canvass

Attached you will find the official results, provided by Davis County, of the General Election held November 5, 2013. Nine precincts submitted results which include votes cast early, absentee/by-mail, Election Day, and provisional ballots.

I believe these to be accurate and recommend the City Council accept the canvass of the voting.

Thank you.

Possible motion:

I move to accept the 2013 General Election Canvass as presented.

Official Results Davis County, Utah General Election Held on November 5, 2013		Canvass			North Salt Lake City Council				
		Registered Voters	Ballots Cast	Turnout	Registered Voters	Ballots Cast	Ryan Mumford	Matt Jensen	James Emery Hill
North Salt Lake 1	Polling	1,013	110	10.86%	1,013	110	97	88	20
	Early Voting	1,013	17	1.68%	1,013	17	16	16	-
	Absentee	1,013	38	3.75%	1,013	38	32	29	4
	Provisional-Paper	1,013	0	0.00%	1,013	-	-	-	-
	Paper at Polls	1,013	0	0.00%	1,013	-	-	-	-
	Total	1,013	165	16.29%	1,013	165	145	133	24
North Salt Lake 2	Polling	1,111	91	8.19%	1,111	91	71	68	31
	Early Voting	1,111	6	0.54%	1,111	6	5	5	2
	Absentee	1,111	73	6.57%	1,111	73	49	55	29
	Provisional-Paper	1,111	0	0.00%	1,111	-	-	-	-
	Paper at Polls	1,111	0	0.00%	1,111	-	-	-	-
	Total	1,111	170	15.30%	1,111	170	125	128	62
North Salt Lake 3	Polling	1,093	72	6.59%	1,093	72	55	56	26
	Early Voting	1,093	16	1.46%	1,093	16	11	15	3
	Absentee	1,093	37	3.39%	1,093	37	24	29	11
	Provisional-Paper	1,093	0	0.00%	1,093	-	-	-	-
	Paper at Polls	1,093	0	0.00%	1,093	-	-	-	-
	Total	1,093	125	11.44%	1,093	125	90	100	40
North Salt Lake 4	Polling	1,396	60	4.30%	1,396	60	48	54	9
	Early Voting	1,396	17	1.22%	1,396	17	13	14	6
	Absentee	1,396	24	1.72%	1,396	24	17	12	8
	Provisional-Paper	1,396	0	0.00%	1,396	-	-	-	-
	Paper at Polls	1,396	0	0.00%	1,396	-	-	-	-
	Total	1,396	101	7.23%	1,396	101	78	80	23
North Salt Lake 5	Polling	1,022	52	5.09%	1,022	52	35	44	15
	Early Voting	1,022	2	0.20%	1,022	2	2	2	-
	Absentee	1,022	59	5.77%	1,022	59	40	52	8
	Provisional-Paper	1,022	0	0.00%	1,022	-	-	-	-
	Paper at Polls	1,022	0	0.00%	1,022	-	-	-	-
	Total	1,022	113	11.06%	1,022	113	77	98	23
North Salt Lake 6	Polling	961	105	10.93%	961	105	92	77	29
	Early Voting	961	10	1.04%	961	10	8	10	2
	Absentee	961	85	8.84%	961	85	65	70	17
	Provisional-Paper	961	0	0.00%	961	-	-	-	-
	Paper at Polls	961	0	0.00%	961	-	-	-	-
	Total	961	200	20.81%	961	200	165	157	48

North Salt Lake 8	Polling	900	95	10.56%	900	95	78	68	23
	Early Voting	900	8	0.89%	900	8	8	7	-
	Absentee	900	49	5.44%	900	49	45	32	11
	Provisional-Paper	900	0	0.00%	900	-	-	-	-
	Paper at Polls	900	0	0.00%	900	-	-	-	-
	Total	900	152	16.89%	900	152	131	107	34
North Salt Lake 9	Polling	750	59	7.87%	750	59	44	40	23
	Early Voting	750	5	0.67%	750	5	5	3	-
	Absentee	750	56	7.47%	750	56	49	48	8
	Provisional-Paper	750	0	0.00%	750	-	-	-	-
	Paper at Polls	750	0	0.00%	750	-	-	-	-
	Total	750	120	16.00%	750	120	98	91	31
Grand Totals	Polling	8,246	644	7.81%	8,246	644	520	495	176
	Early Voting	8,246	81	0.98%	8,246	81	68	72	13
	Absentee	8,246	421	5.11%	8,246	421	321	327	96
	Provisional-Paper	8,246	0	0.00%	8,246	-	-	-	-
	Paper at Polls	8,246	0	0.00%	8,246	-	-	-	-
	Total	8,246	1,146	13.90%	8,246	1,146	909	894	285

Official Results Davis County, Utah General Election Held on November 5, 2013		Canvass			North Salt Lake Mayor			
		Registered Voters	Ballots Cast	Turnout	Registered Voters	Ballots Cast	Ryan Macfarlane	Len Arave
North Salt Lake 1	Polling	1,013	110	10.86%	1,013	110	23	84
	Early Voting	1,013	17	1.68%	1,013	17	6	10
	Absentee	1,013	38	3.75%	1,013	38	20	18
	Provisional-Paper	1,013	0	0.00%	1,013	-	-	-
	Paper at Polls	1,013	0	0.00%	1,013	-	-	-
	Total	1,013	165	16.29%	1,013	165	49	112
North Salt Lake 2	Polling	1,111	91	8.19%	1,111	91	40	50
	Early Voting	1,111	6	0.54%	1,111	6	2	4
	Absentee	1,111	73	6.57%	1,111	73	26	46
	Provisional-Paper	1,111	0	0.00%	1,111	-	-	-
	Paper at Polls	1,111	0	0.00%	1,111	-	-	-
	Total	1,111	170	15.30%	1,111	170	68	100
North Salt Lake 3	Polling	1,093	72	6.59%	1,093	72	27	44
	Early Voting	1,093	16	1.46%	1,093	16	5	11
	Absentee	1,093	37	3.39%	1,093	37	17	19
	Provisional-Paper	1,093	0	0.00%	1,093	-	-	-
	Paper at Polls	1,093	0	0.00%	1,093	-	-	-
	Total	1,093	125	11.44%	1,093	125	49	74
North Salt Lake 4	Polling	1,396	60	4.30%	1,396	60	16	41
	Early Voting	1,396	17	1.22%	1,396	17	5	12
	Absentee	1,396	24	1.72%	1,396	24	14	9
	Provisional-Paper	1,396	0	0.00%	1,396	-	-	-
	Paper at Polls	1,396	0	0.00%	1,396	-	-	-
	Total	1,396	101	7.23%	1,396	101	35	62
North Salt Lake 5	Polling	1,022	52	5.09%	1,022	52	9	41
	Early Voting	1,022	2	0.20%	1,022	2	-	2
	Absentee	1,022	59	5.77%	1,022	59	4	55
	Provisional-Paper	1,022	0	0.00%	1,022	-	-	-
	Paper at Polls	1,022	0	0.00%	1,022	-	-	-
	Total	1,022	113	11.06%	1,022	113	13	98
North Salt Lake 6	Polling	961	105	10.93%	961	105	39	64
	Early Voting	961	10	1.04%	961	10	-	10
	Absentee	961	85	8.84%	961	85	11	72
	Provisional-Paper	961	0	0.00%	961	-	-	-
	Paper at Polls	961	0	0.00%	961	-	-	-
	Total	961	200	20.81%	961	200	50	146

North Salt Lake 8	Polling	900	95	10.56%	900	95	36	57
	Early Voting	900	8	0.89%	900	8	1	6
	Absentee	900	49	5.44%	900	49	18	30
	Provisional-Paper	900	0	0.00%	900	-	-	-
	Paper at Polls	900	0	0.00%	900	-	-	-
	Total	900	152	16.89%	900	152	55	93
North Salt Lake 9	Polling	750	59	7.87%	750	59	17	42
	Early Voting	750	5	0.67%	750	5	-	5
	Absentee	750	56	7.47%	750	56	12	42
	Provisional-Paper	750	0	0.00%	750	-	-	-
	Paper at Polls	750	0	0.00%	750	-	-	-
	Total	750	120	16.00%	750	120	29	89
Grand Totals	Polling	8,246	644	7.81%	8,246	644	207	423
	Early Voting	8,246	81	0.98%	8,246	81	19	60
	Absentee	8,246	421	5.11%	8,246	421	122	291
	Provisional-Paper	8,246	0	0.00%	8,246	-	-	-
	Paper at Polls	8,246	0	0.00%	8,246	-	-	-
	Total	8,246	1,146	13.90%	8,246	1,146	348	774

2013 Municipal General Canvass Report	Registered Voters	Election Night Result Breakdown						Post Election Night Breakdown				Final Totals
		Early Votes Cast on Voting Machines	Absentee/By-Mail Ballots Pre-Election Day	Election Day Cast on Voting Machines	Vote Center Votes	Unflagged Provisionals	Total as of Election Night	Absentee/By-Mail Ballots Post Election Day	Total Provisional Ballots	Paper at the Polls	Total Post Election Night	
North Salt Lake 1	1,013	17	32	106	1	0	156	6	3	0	9	165
North Salt Lake 2	1,111	6	69	90	0	0	165	4	1	0	5	170
North Salt Lake 3	1,093	16	32	67	0	0	115	5	5	0	10	125
North Salt Lake 4	1,396	16	20	55	1	0	92	4	5	0	9	101
North Salt Lake 5	1,022	2	45	43	7	0	97	14	2	0	16	113
North Salt Lake 6	961	10	70	90	12	0	182	15	3	0	18	200
North Salt Lake 8	900	8	38	17	74	0	137	11	4	0	15	152
North Salt Lake 9	750	5	48	20	36	0	109	8	3	0	11	120
Total	8,246	80	354	488	131	0	1,053	67	26	0	93	1,146

Summary of rejected Absentee/By mail Ballots Municipal General Election November 5, 2013 Canvass	Total ballots not counted	Reason Why Not Counted						
		Already voted	Insufficient ID	Deceased	No signature	Signature did not match	Empty Envelope	Not timely
North Salt Lake 1	3							3
North Salt Lake 2	0							
North Salt Lake 3	0							
North Salt Lake 4	0							
North Salt Lake 5	1							1
North Salt Lake 6	2							2
North Salt Lake 7	3							3
North Salt Lake 8	7			1				6
North Salt Lake 9	0							
TOTAL	16			1				15



NORTH SALT LAKE ENGINEERING

10 East Center Street
North Salt Lake, Utah
84054
(801) 335-8700
(801) 397-0640 Fax

LEONARD ARAVE
Mayor

PAUL OTTOSON, PE
City Engineer

MEMORANDUM

To: Honorable Mayor & City Council

From: Paul Ottoson

Date: November 12, 2013

Subject: Property Dedication to Foxboro Estates, LLC

RECOMMENDATION

City staff recommends City Council approve a Quit Claim Deed of land from North Salt Lake City to Foxboro Estates, LLC as shown in Exhibit "A" for a price of not less than the appraised fair market value.

BACKGROUND

An oversight was recently discovered in two subdivision plats on the west side of Foxboro North near 900 North Street. Several years ago UDOT deeded two small parcels to the city in this location. Both parcels abut the east side of the Legacy Parkway. One parcel is on the north side of 900 North and the other parcel is on the south side of 900 North (see the blue cross hatched areas on the attached map). These parcels were deeded to the City in case we decided to construct a cul-de-sac at the west end of 900 North Street or decided to construct ramps for ingress and egress onto the Legacy Parkway. With the existing layout of Foxboro North in this area, these parcels are no longer needed for that purpose. However, the City is still the property owner. Specifically, these parcels take up portions of Lot 1525 in Foxboro North Plat 15 and Lots 86 & 87 of Foxboro North Stonehaven West Phase 2, PUD.

Foxboro Estates has requested that the City deed these parcels to them since potential owners will not be able to close on the properties until this is done. They have also requested that the properties be transferred to them at no cost for two reasons. First, they helped facilitate the properties being deeded from UDOT to North Salt Lake. UDOT could not deed the properties at no cost to a private party, but could to a municipality. The second reason they feel the City should not charge for the properties is because they have already donated land to the City for a detention basin just south of the parcels (see Parcel B on the map"). Parcel B was needed as detention when the City decided to cover the existing ditch along the north side of 900 North Street by Cambria Drive.

POSSIBLE MOTIONS

- 1) I move that the City Council authorize the execution of a quit claim deed from North Salt Lake City to Foxboro Estates, LLC for Lot 1525, Foxboro North Plat 15, and Lots 86 & 87, Foxboro North Stonehaven West Plat 2 PUD for a price not less than the fair market value of the property.
- 2) I move that the City Council authorize the execution of a quit claim deed from North Salt Lake City to Foxboro Estates, LLC for Lot 1525, Foxboro North Plat 15, and Lots 86 & 87, Foxboro North Stonehaven West Plat 2 PUD at no cost to the Grantee.

Attachments

- 1) Map showing the City-owned parcels
- 2) Quit claim deed

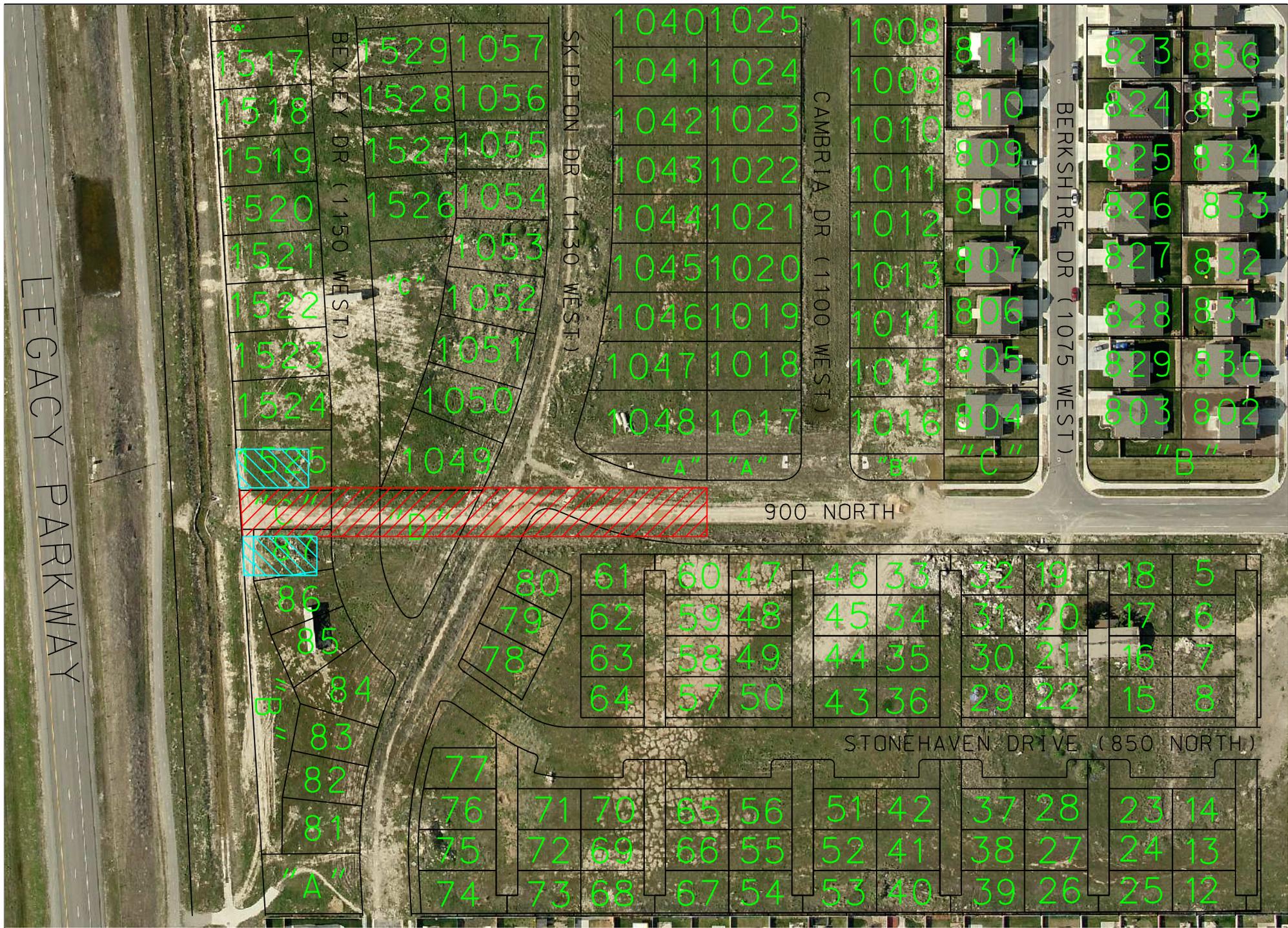


Exhibit "A"

WHEN RECORDED MAIL TO:
Foxboro Estates, LLC
39 E. Eagleridge Drive, #100
North Salt Lake, UT 84054

QUIT CLAIM DEED
CORPORATE FORM

North Salt Lake City, a municipal corporation, organized and existing under the laws of the State of Utah, with its principal office at North Salt Lake City, County of Davis, State of Utah, Grantor

hereby QUIT CLAIMS to

Foxboro Estates, LLC, a Utah limited liability company, Grantee

of North Salt Lake, County of Davis, State of Utah, for the sum of

Ten Dollars and other good and valuable considerations-----

the following described tract of land in Davis County, State of Utah, to wit:

**All of Lot 1525, FOXBORO NORTH PLAT 15, North Salt Lake, Davis County, Utah, according to the official plat thereof
and**

All of Lots 86 and 87, FOXBORO NORTH STONEHAVEN WEST PLAT 2 PUD, North Salt Lake, Davis County, State of Utah, according to the official plat thereof.

TAX ID: 06-357-1525, 06-356-0086, 06-356-0087

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by it's duly authorized officers the _____ day of November, 2013.

North Salt Lake City a municipal corporation

By: _____

STATE OF UTAH

COUNTY OF DAVIS

On the ____ day of November, 2013 personally appeared before me _____, who being by me duly sworn did say, for himself/herself, that he/she, the said _____, is the _____ of North Salt Lake City, a municipal corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and the said _____, duly acknowledged to me that the said corporation executed the same.

Notary Public

My Commission Expires:
Residing In:



SAL - EAGLEWOOD

verizon
wireless

VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

TAEC

Technology Associates Engineering Corporation Inc.
TECHNOLOGY ASSOCIATES

UTAH MARKET OFFICE
5710 SOUTH GREEN STREET
SALT LAKE CITY, UTAH 84123

CORPORATE OFFICE
3115 SOUTH MELROSE DRIVE, SUITE #110
CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C
CHECKED BY: NEFI G

REV	DATE	DESCRIPTION
1	10.21.2013	REVISIONS PER NG
0	09.26.2013	ZONING DRAWINGS

SITE INFORMATION

APPLICANT:
VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

SITE ADDRESS:
JUST OFF EAGLERIDGE DRIVE
NORTH SLC, UTAH 84054

LATITUDE AND LONGITUDE:
N 40°49'57.51", W 111°53'30.55"

ZONING JURISDICTION:
NORTH SALT LAKE CITY

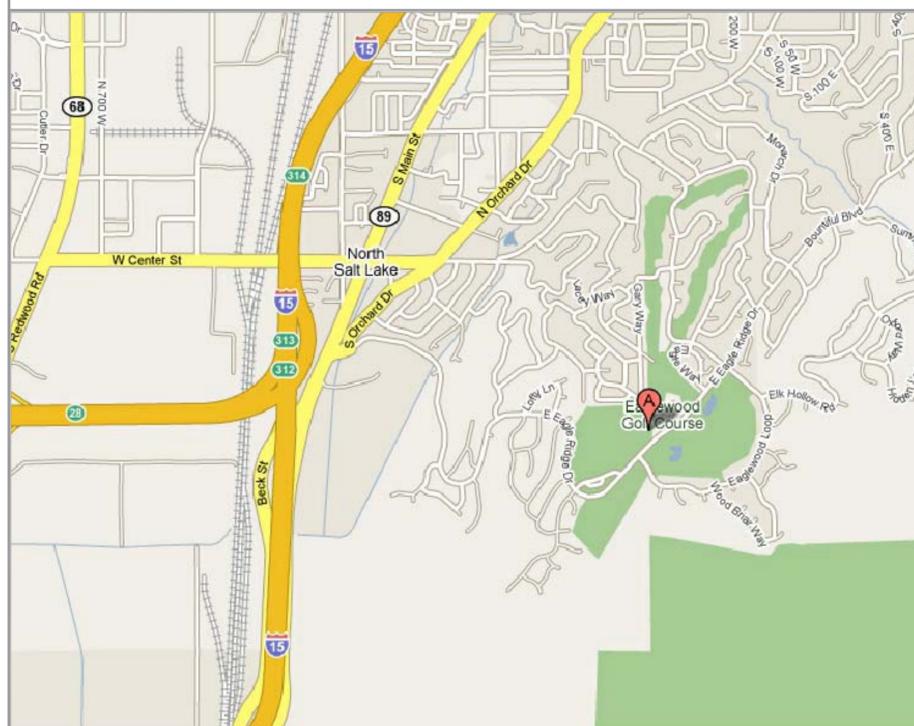
PROJECT DESCRIPTION:
THIS WILL BE AN EXISTING UNMANNED COMMUNICATIONS FACILITY, VZW IS PROPOSING TO INSTALL THEIR EQUIPMENT INSIDE A NEW BUILDING THAT WILL REPLACE THE EXISTING BUILDING AND INSTALL THEIR ANTENNAS UPON AND WITHIN A STEALTH WATER TOWER.

TYPE OF CONSTRUCTION:
STICK-BUILT BUILDING, STEALTH WATER TOWER, AND ANTENNAS

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, HANDICAP ACCESS REQUIREMENTS DO NOT APPLY TO ANYTHING OTHER THAN THE RESTROOM FACILITIES

POWER COMPANY:
ROCKY MOUNTAIN POWER, 1-888-221-7070

LOCATION MAP



DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS, AND EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME

DRIVING DIRECTIONS

FROM SALT LAKE CITY TAKE I-15 NORTH TO EXIT 312. CONTINUE NORTH FOR 1.5 MILES, AND THEN TURN RIGHT AT EAGLE RIDGE DRIVE. AT THE TRAFFIC CIRCLE, CONTINUE STRAIGHT ON EAGLE RIDGE DRIVE FOR ANOTHER 1.9 MILES. PULL OFF ON THE SIDE OF THE ROAD ACROSS FROM EAGLE LOOP. THE SITE IS ON THE LEFT (NORTH) SIDE OF THE ROAD AT THE EXISTING SNACK BUILDING.

APPROVALS

VERIZON WIRELESS REPRESENTATIVE:
VERIZON WIRELESS RF ENGINEER:
TAEC SITE ACQUISITION:
TAEC CONSTRUCTION MANAGER:
SITE OWNER:

DRAWING INDEX

SHEET NO.	SHEET TITLE	REV	REV DATE
T100	TITLE SHEET, VICINITY MAP, GENERAL SITE INFORMATION	1	10.21.2013
SURV	SITE SURVEY	0	
C100	OVERALL SITE PLAN	1	10.21.2013
C101	ENLARGED SITE PLAN	1	10.21.2013
C102	ENLARGED BUILDING PLAN	1	10.21.2013
C200	SOUTHWESTERLY SITE ELEVATION	1	10.21.2013
C201	SOUTHEASTERLY SITE ELEVATION	1	10.21.2013
C202	GROUND LEVEL SITE ELEVATION - LOOKING SOUTHWEST	1	10.21.2013

CONTACT INFORMATION

SITE ACQUISITION:
TECHNOLOGY ASSOCIATES EC, INC
5710 SOUTH GREEN STREET
SALT LAKE CITY, UTAH 84123
CONTACT: NEFI GARCIA
PHONE: 801-463-1020

SAL - EAGLEWOOD
SE SEC 12, T1N, R1W
JUST OFF EAGLERIDGE DR
NORTH SLC, UTAH 84054
-- RAWLAND SITE --

SHEET TITLE
**TITLE SHEET
VICINITY MAP
GENERAL INFORMATION**

SHEET NUMBER
T100



UNDERGROUND SERVICE ALERT, CALL 'BLUE STAKES OF UTAH' @ 811 OR 1-800-662-4111
THREE WORKING DAYS BEFORE YOU DIG



ASAC INFORMATION SHEET 91:003

INFORMATION REGARDING SURVEY DATA SUBMITTED TO THE FAA

FAA Order 8260.19c requires proponents of certain proposed construction (located beneath instrument procedures) provide the FAA with a site survey and/or letter, from a licensed land surveyor, which certifies the site coordinates and the surface elevation at the site. On October 15, 1992, the FAA started using the North American Datum of 1983 (NAD-83), and therefore all site coordinates should be based on NAD-83. The FAA requires that the survey letter contain an accuracy statement that meets accuracy tolerances required by the FAA. The most requested tolerances are +/- 50 feet in the horizontal and +/- 20 feet in the vertical (2-C). When the site coordinates and/or site elevation can be certified to a greater accuracy than requested by the FAA, please do so.

In order to avoid FAA processing delays, the original site survey or certifying letter should be attached to the 7460 when it is filed at the FAA's regional office. It must be signed and sealed by the licensed land surveyor having performed or supervised the survey.

The FAA accuracy codes and a sample accuracy statement are listed below.

ACCURACY CODES:

<u>HORIZONTAL</u>		<u>VERTICAL</u>	
<u>Code</u>	<u>Tolerance</u>	<u>Code</u>	<u>Tolerance</u>
1	+/- 15 ft	A	+/- 3 ft
2	+/- 50 ft	B	+/- 10 ft
3	+/- 100 ft	C	+/- 20 ft
4	+/- 250 ft	D	+/- 50 ft
5	+/- 500 ft	E	+/- 125 ft
6	+/- 1000 ft	F	+/- 250 ft
7	+/- 1/2 NM	G	+/- 500 ft
8	+/- 1 NM	H	+/- 1000 ft
9	Unknown	I	Unknown

Date: OCTOBER 14, 2013

Re: SAL EAGLEWOOD

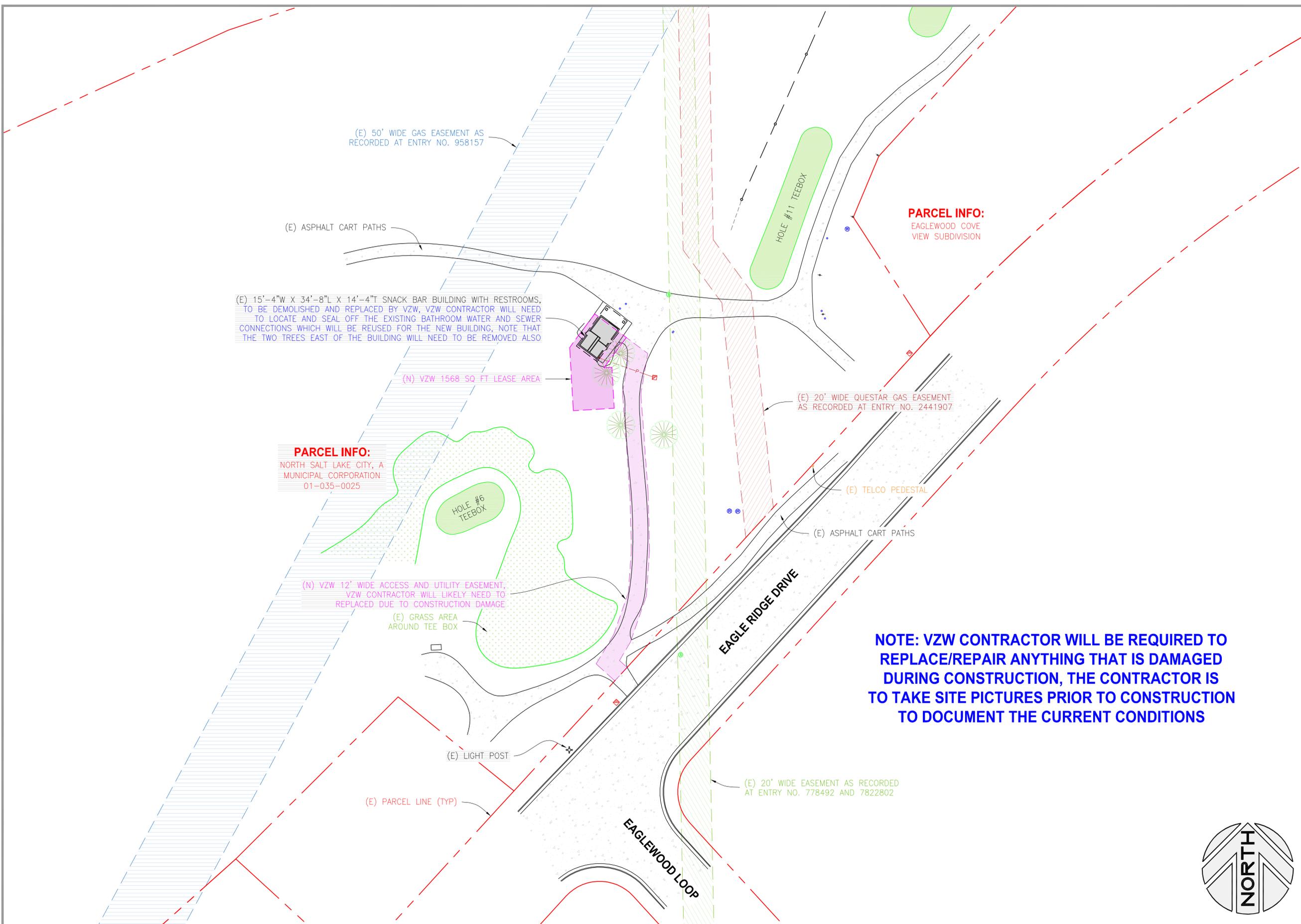
SE 1/4 OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
JUST OFF EAGLERIDGE DRIVE AT THE INTERSECTION OF EAGLERIDGE DRIVE & EAGLEWOOD LOOP,
NORTH SALT LAKE, UTAH 84054

I certify that the latitude of N 40°49'57.51", and the longitude of W 111°53'30.55", are accurate to within 15 feet horizontally and the site elevation of 5134.25 feet, AMSL (American Mean Sea Level), is accurate to within +/- 3 feet vertically. The overall height would be 5134.25 feet AMSL. The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD-83) and are expressed as degrees, minutes and seconds, to the nearest (tenth/hundredth) of a second. The vertical datum (heights) are in terms of the (NAVD88) and are determined to the nearest foot.



Professional Licensed Land Surveyor:
1-A FAA Letter

Jerry Fletcher, Utah LS no. 6436064



VERIZON WIRELESS
 9656 SOUTH PROSPERITY ROAD
 WEST JORDAN, UTAH 84088



Technology Associates Engineering Corporation Inc.

TECHNOLOGY ASSOCIATES

UTAH MARKET OFFICE
 5710 SOUTH GREEN STREET
 SALT LAKE CITY, UTAH 84123

CORPORATE OFFICE
 3115 SOUTH MELROSE DRIVE, SUITE #110
 CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C

CHECKED BY: NEFI G

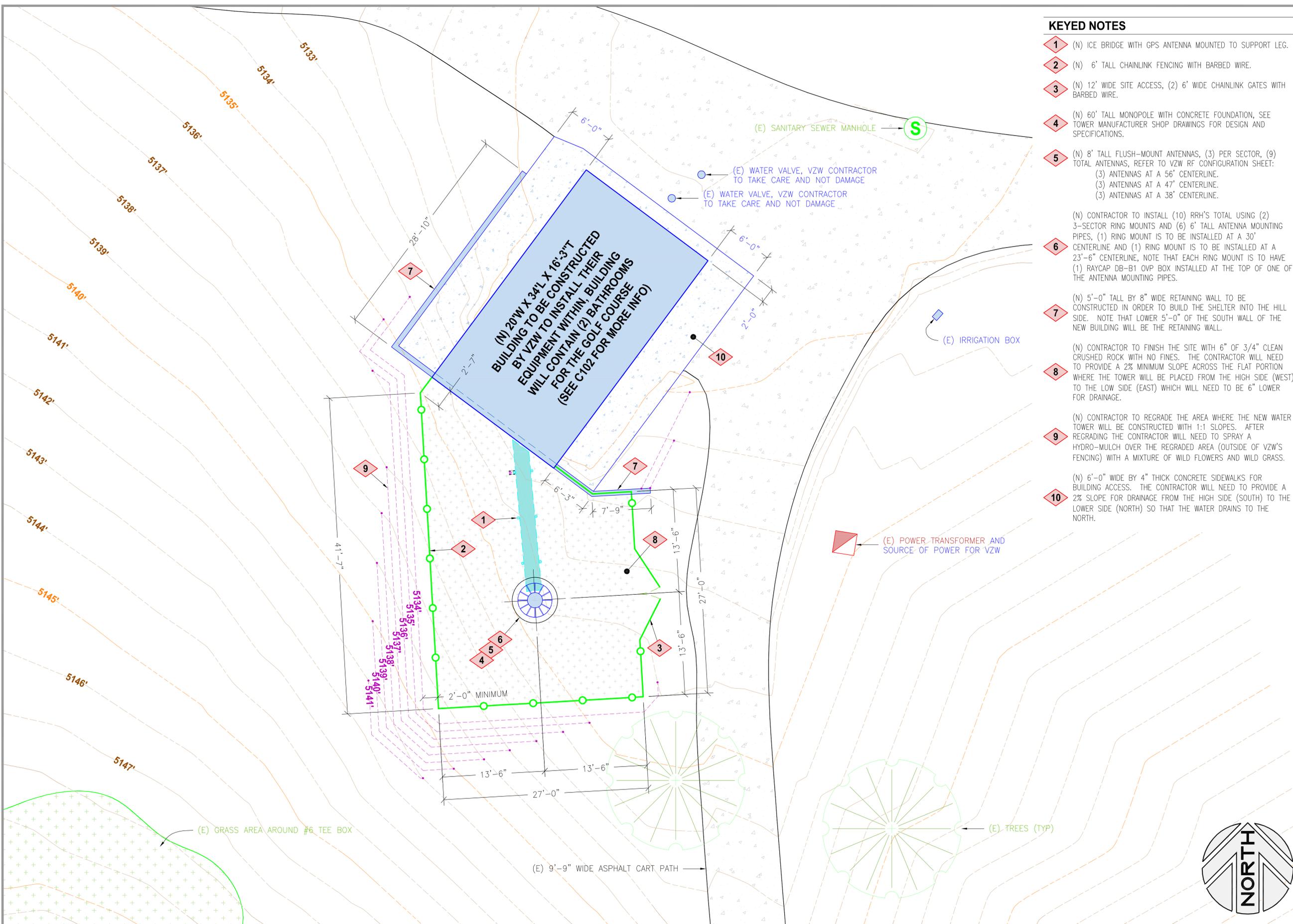
REV	DATE	DESCRIPTION
1	10.21.2013	REVISIONS PER NG
0	09.26.2013	ZONING DRAWINGS

SAL - EAGLEWOOD
 SE SEC 12, T1N, R1W
 JUST OFF EAGLERIDGE DR
 NORTH SLC, UTAH 84054
 -- RAWLAND SITE --

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C100





KEYED NOTES

- 1** (N) ICE BRIDGE WITH GPS ANTENNA MOUNTED TO SUPPORT LEG.
- 2** (N) 6' TALL CHAINLINK FENCING WITH BARBED WIRE.
- 3** (N) 12' WIDE SITE ACCESS, (2) 6' WIDE CHAINLINK GATES WITH BARBED WIRE.
- 4** (N) 60' TALL MONOPOLE WITH CONCRETE FOUNDATION, SEE TOWER MANUFACTURER SHOP DRAWINGS FOR DESIGN AND SPECIFICATIONS.
- 5** (N) 8' TALL FLUSH-MOUNT ANTENNAS, (3) PER SECTOR, (9) TOTAL ANTENNAS, REFER TO VZW RF CONFIGURATION SHEET:
(3) ANTENNAS AT A 56' CENTERLINE.
(3) ANTENNAS AT A 47' CENTERLINE.
(3) ANTENNAS AT A 38' CENTERLINE.
- 6** (N) CONTRACTOR TO INSTALL (10) RRH'S TOTAL USING (2) 3-SECTOR RING MOUNTS AND (6) 6' TALL ANTENNA MOUNTING PIPES, (1) RING MOUNT IS TO BE INSTALLED AT A 30' CENTERLINE AND (1) RING MOUNT IS TO BE INSTALLED AT A 23'-6" CENTERLINE, NOTE THAT EACH RING MOUNT IS TO HAVE (1) RAYCAP DB-B1 OVP BOX INSTALLED AT THE TOP OF ONE OF THE ANTENNA MOUNTING PIPES.
- 7** (N) 5'-0" TALL BY 8" WIDE RETAINING WALL TO BE CONSTRUCTED IN ORDER TO BUILD THE SHELTER INTO THE HILL SIDE. NOTE THAT LOWER 5'-0" OF THE SOUTH WALL OF THE NEW BUILDING WILL BE THE RETAINING WALL.
- 8** (N) CONTRACTOR TO FINISH THE SITE WITH 6" OF 3/4" CLEAN CRUSHED ROCK WITH NO FINES. THE CONTRACTOR WILL NEED TO PROVIDE A 2% MINIMUM SLOPE ACROSS THE FLAT PORTION WHERE THE TOWER WILL BE PLACED FROM THE HIGH SIDE (WEST) TO THE LOW SIDE (EAST) WHICH WILL NEED TO BE 6" LOWER FOR DRAINAGE.
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- 10** (N) 6'-0" WIDE BY 4" THICK CONCRETE SIDEWALKS FOR BUILDING ACCESS. THE CONTRACTOR WILL NEED TO PROVIDE A 2% SLOPE FOR DRAINAGE FROM THE HIGH SIDE (SOUTH) TO THE LOWER SIDE (NORTH).



VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088



TECHNOLOGY ASSOCIATES

UTAH MARKET OFFICE
5710 SOUTH GREEN STREET
SALT LAKE CITY, UTAH 84123

CORPORATE OFFICE
3115 SOUTH MELROSE DRIVE, SUITE #110
CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C

CHECKED BY: NEFI G

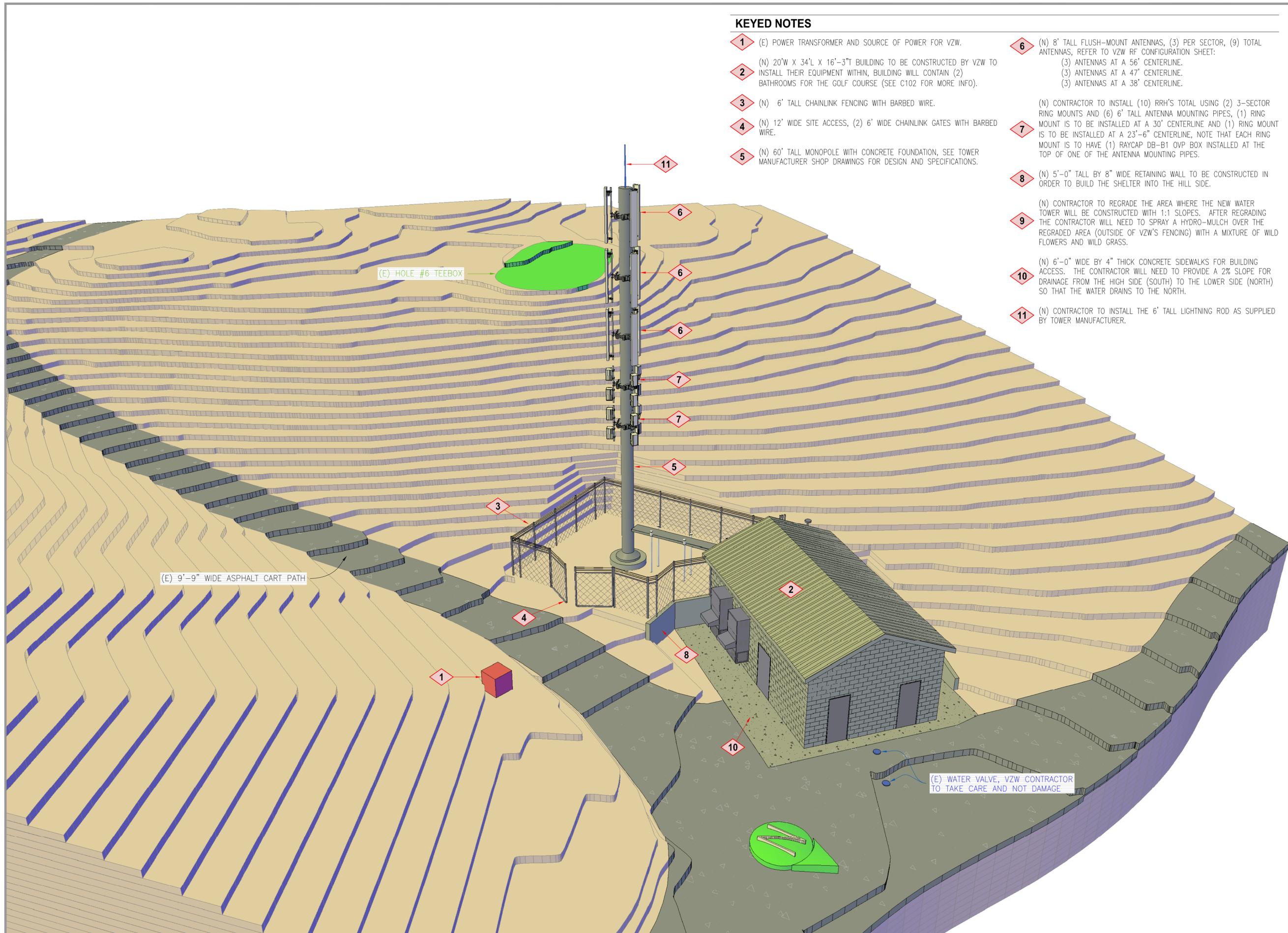
REV	DATE	DESCRIPTION
1	10.21.2013	REVISIONS PER NG
0	09.26.2013	ZONING DRAWINGS

SAL - EAGLEWOOD
SE SEC 12, T1N, R1W
JUST OFF EAGLERIDGE DR
NORTH SLC, UTAH 84054
-- RAWLAND SITE --

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C101





KEYED NOTES

- 1** (E) POWER TRANSFORMER AND SOURCE OF POWER FOR VZW.
- 2** (N) 20'W X 34'L X 16'-3"T BUILDING TO BE CONSTRUCTED BY VZW TO INSTALL THEIR EQUIPMENT WITHIN, BUILDING WILL CONTAIN (2) BATHROOMS FOR THE GOLF COURSE (SEE C102 FOR MORE INFO).
- 3** (N) 6' TALL CHAINLINK FENCING WITH BARBED WIRE.
- 4** (N) 12' WIDE SITE ACCESS, (2) 6' WIDE CHAINLINK GATES WITH BARBED WIRE.
- 5** (N) 60' TALL MONOPOLE WITH CONCRETE FOUNDATION, SEE TOWER MANUFACTURER SHOP DRAWINGS FOR DESIGN AND SPECIFICATIONS.
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- 10** (N) 6'-0" WIDE BY 4" THICK CONCRETE SIDEWALKS FOR BUILDING ACCESS. THE CONTRACTOR WILL NEED TO PROVIDE A 2% SLOPE FOR DRAINAGE FROM THE HIGH SIDE (SOUTH) TO THE LOWER SIDE (NORTH) SO THAT THE WATER DRAINS TO THE NORTH.
- 11** (N) CONTRACTOR TO INSTALL THE 6' TALL LIGHTNING ROD AS SUPPLIED BY TOWER MANUFACTURER.



VERIZON WIRELESS
 9656 SOUTH PROSPERITY ROAD
 WEST JORDAN, UTAH 84088

TAEC

Technology Associates Engineering Corporation Inc.
TECHNOLOGY ASSOCIATES

UTAH MARKET OFFICE
 5710 SOUTH GREEN STREET
 SALT LAKE CITY, UTAH 84123

CORPORATE OFFICE
 3115 SOUTH MELROSE DRIVE, SUITE #110
 CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C
 CHECKED BY: NEFI G

REV	DATE	DESCRIPTION
1	10.21.2013	REVISIONS PER NG
0	09.26.2013	ZONING DRAWINGS

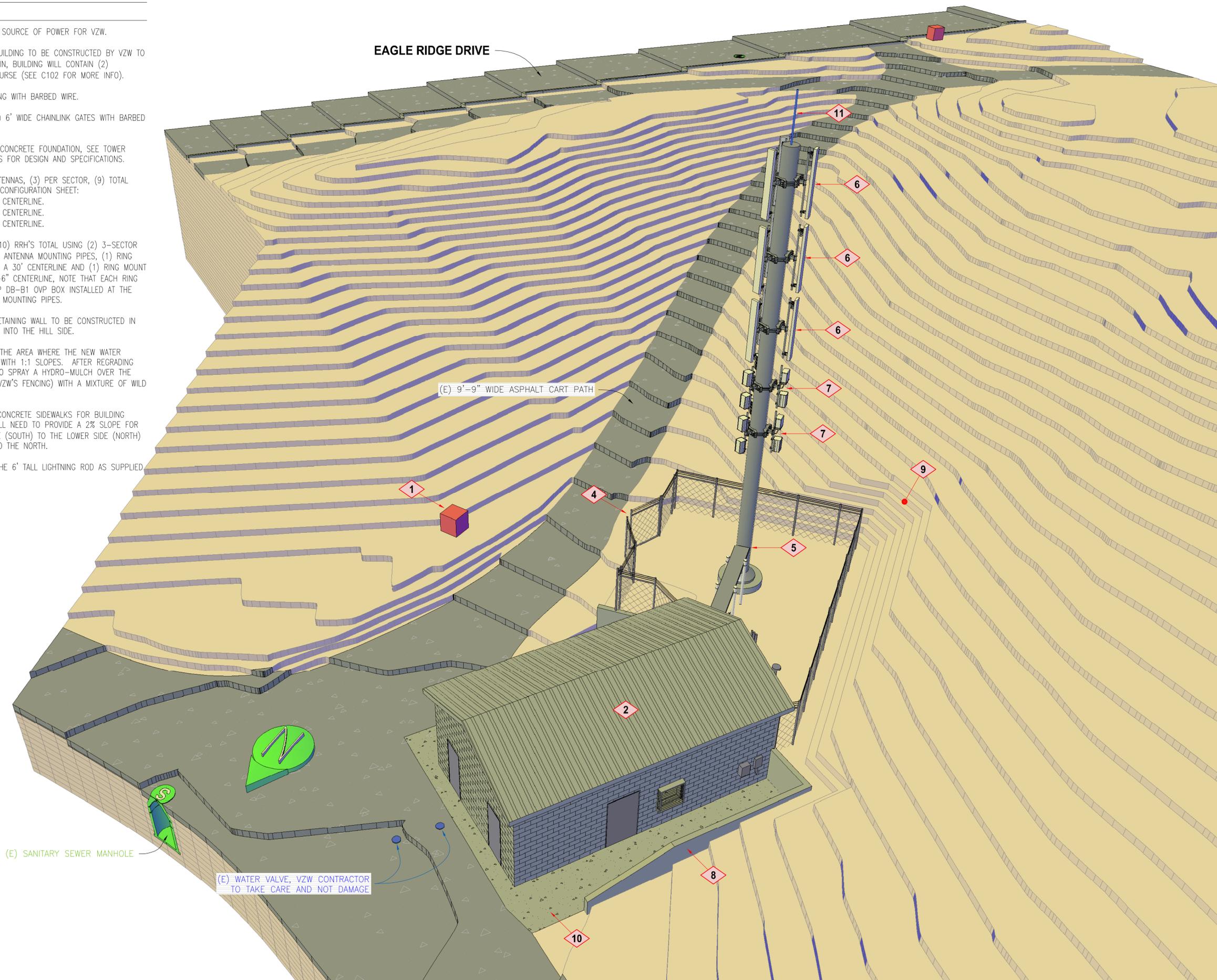
SAL -- EAGLEWOOD
 SE SEC 12, T1N, R1W
 JUST OFF EAGLERIDGE DR
 NORTH SLC, UTAH 84054
 -- RAWLAND SITE --

SHEET TITLE
**SOUTHWESTERLY
 SITE ELEVATION**

SHEET NUMBER
C200

KEYED NOTES

- 1 (E) POWER TRANSFORMER AND SOURCE OF POWER FOR VZW.
- 2 (N) 20'W X 34'L X 16'-3"T BUILDING TO BE CONSTRUCTED BY VZW TO INSTALL THEIR EQUIPMENT WITHIN, BUILDING WILL CONTAIN (2) BATHROOMS FOR THE GOLF COURSE (SEE C102 FOR MORE INFO).
- 3 (N) 6' TALL CHAINLINK FENCING WITH BARBED WIRE.
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verizon
wireless

VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

TAEC
Technology Associates Engineering Corporation Inc.
TECHNOLOGY ASSOCIATES

UTAH MARKET OFFICE
5710 SOUTH GREEN STREET
SALT LAKE CITY, UTAH 84123

CORPORATE OFFICE
3115 SOUTH MELROSE DRIVE, SUITE #110
CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C
CHECKED BY: NEFI G

REV	DATE	DESCRIPTION
1	10.21.2013	REVISIONS PER NG
0	09.26.2013	ZONING DRAWINGS

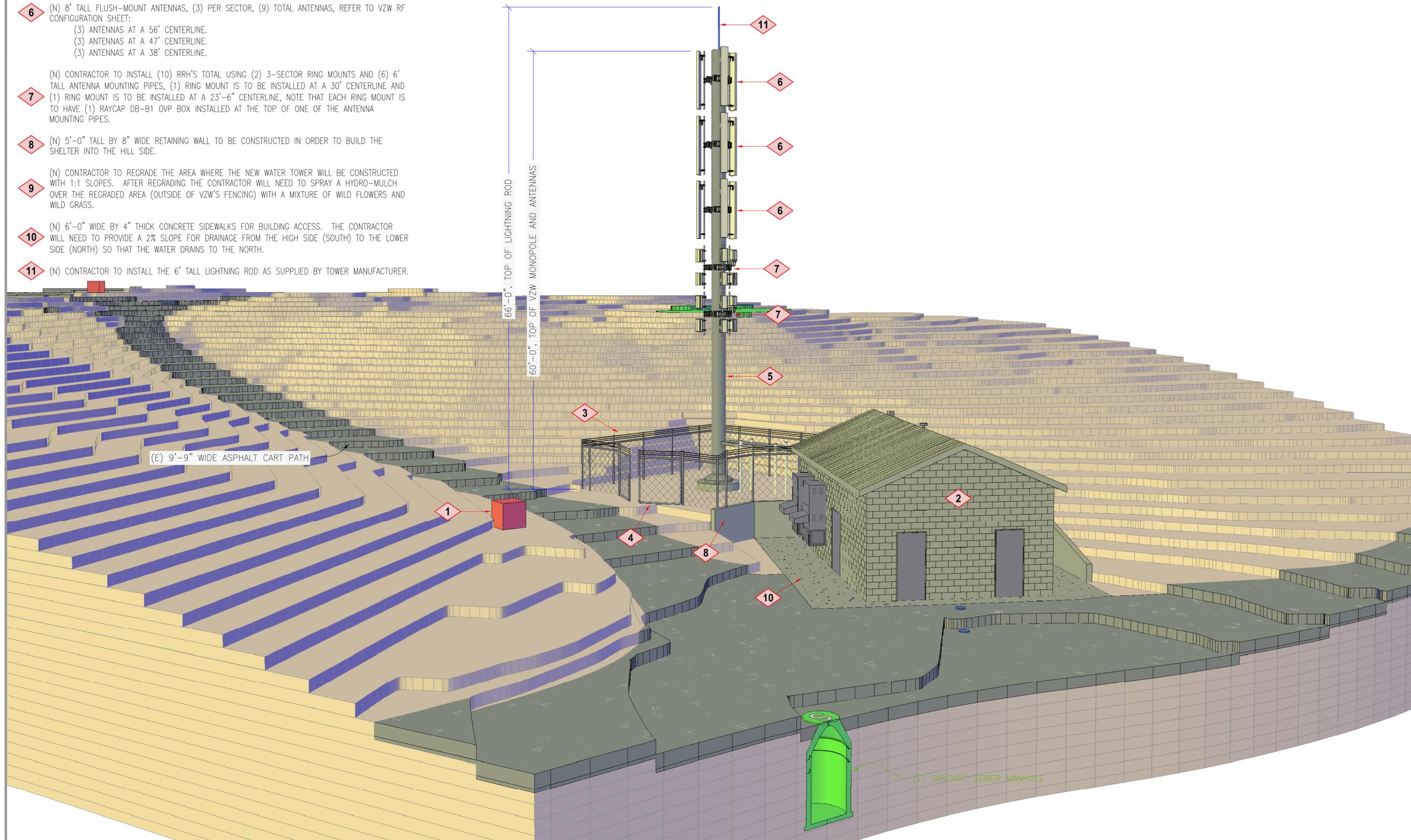
SAL -- EAGLEWOOD
SE SEC 12, T1N, R1W
JUST OFF EAGLERIDGE DR
NORTH SLC, UTAH 84054
-- RAWLAND SITE --

SHEET TITLE
**SOUTHEASTERLY
SITE ELEVATION**

SHEET NUMBER
C201

KEYED NOTES

- 1** (E) POWER TRANSFORMER AND SOURCE OF POWER FOR VZW.
- 2** (N) 20'W X 34'L X 16'-3"T BUILDING TO BE CONSTRUCTED BY VZW TO INSTALL THEIR EQUIPMENT WITHIN, BUILDING WILL CONTAIN (2) BATHROOMS FOR THE GOLF COURSE (SEE C102 FOR MORE INFO).
- 3** (N) 6' TALL CHAINLINK FENCING WITH BARBED WIRE.
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VERIZON WIRELESS
 9656 SOUTH PROSPERITY ROAD
 WEST JORDAN, UTAH 84088

TAEC
 Technology Associates Engineering Corporation Inc.
TECHNOLOGY ASSOCIATES

UTAH MARKET OFFICE
 5710 SOUTH GREEN STREET
 SALT LAKE CITY, UTAH 84123

CORPORATE OFFICE
 3115 SOUTH MELROSE DRIVE, SUITE #110
 CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C
 CHECKED BY: NEFI G

REV	DATE	DESCRIPTION
1	10.21.2013	REVISIONS PER NG
0	09.26.2013	ZONING DRAWINGS

SAL - EAGLEWOOD
 SE SEC 12, T1N, R1W
 JUST OFF EAGLERIDGE DR
 NORTH SLC, UTAH 84054
 -- RAWLAND SITE --

SHEET TITLE
**GROUND LEVEL
 SITE ELEVATION
 (LOOKING SOUTHWEST)**

SHEET NUMBER
C202



SAL - EAGLEWOOD

verizon
wireless

VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

TAEC

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TECHNOLOGY ASSOCIATES

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CORPORATE OFFICE
3115 SOUTH MELROSE DRIVE, SUITE #110
CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C
CHECKED BY: NEFI G

REV	DATE	DESCRIPTION
1	10.14.2013	REVISIONS PER CS
0	09.26.2013	ZONING DRAWINGS

SITE INFORMATION

APPLICANT:
VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

SITE ADDRESS:
JUST OFF EAGLERIDGE DRIVE
NORTH SLC, UTAH 84054

LATITUDE AND LONGITUDE:
N 40°49'57.51", W 111°53'30.55"

ZONING JURISDICTION:
NORTH SALT LAKE CITY

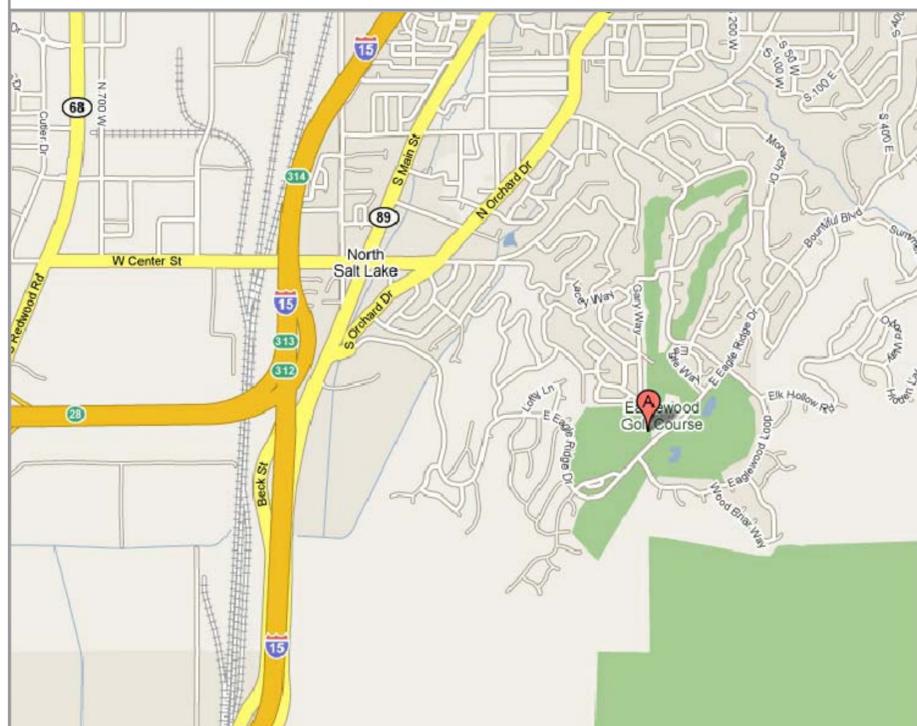
PROJECT DESCRIPTION:
THIS WILL BE AN EXISTING UNMANNED COMMUNICATIONS FACILITY, VZW IS PROPOSING TO INSTALL THEIR EQUIPMENT INSIDE A NEW BUILDING THAT WILL REPLACE THE EXISTING BUILDING AND INSTALL THEIR ANTENNAS UPON AND WITHIN A STEALTH WATER TOWER.

TYPE OF CONSTRUCTION:
STICK-BUILT BUILDING, STEALTH WATER TOWER, AND ANTENNAS

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, HANDICAP ACCESS REQUIREMENTS DO NOT APPLY TO ANYTHING OTHER THAN THE RESTROOM FACILITIES

POWER COMPANY:
ROCKY MOUNTAIN POWER, 1-888-221-7070

LOCATION MAP



DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS, AND EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME

DRIVING DIRECTIONS

FROM SALT LAKE CITY TAKE I-15 NORTH TO EXIT 312. CONTINUE NORTH FOR 1.5 MILES, AND THEN TURN RIGHT AT EAGLE RIDGE DRIVE. AT THE TRAFFIC CIRCLE, CONTINUE STRAIGHT ON EAGLE RIDGE DRIVE FOR ANOTHER 1.9 MILES. PULL OFF ON THE SIDE OF THE ROAD ACROSS FROM EAGLE LOOP. THE SITE IS ON THE LEFT (NORTH) SIDE OF THE ROAD AT THE EXISTING SNACK BUILDING.

APPROVALS

VERIZON WIRELESS REPRESENTATIVE:
VERIZON WIRELESS RF ENGINEER:
TAEC SITE ACQUISITION:
TAEC CONSTRUCTION MANAGER:
SITE OWNER:

DRAWING INDEX

SHEET NO.	SHEET TITLE	REV	REV DATE
T100	TITLE SHEET, VICINITY MAP, GENERAL SITE INFORMATION	1	10.14.2013
SURV	SITE SURVEY	0	
C100	OVERALL SITE PLAN	1	10.14.2013
C101	ENLARGED SITE PLAN	1	10.14.2013
C102	ENLARGED BUILDING PLAN	1	10.14.2013
C200	SOUTHWESTERLY SITE ELEVATION	0	
C201	SOUTHEASTERLY SITE ELEVATION	0	
C202	GROUND LEVEL SITE ELEVATION - LOOKING SOUTHWEST	0	

CONTACT INFORMATION

SITE ACQUISITION:
TECHNOLOGY ASSOCIATES EC, INC
5710 SOUTH GREEN STREET
SALT LAKE CITY, UTAH 84123
CONTACT: NEFI GARCIA
PHONE: 801-463-1020

SAL - EAGLEWOOD
SE SEC 12, T1N, R1W
JUST OFF EAGLERIDGE DR
NORTH SLC, UTAH 84054
-- RAWLAND SITE --

SHEET TITLE
**TITLE SHEET
VICINITY MAP
GENERAL INFORMATION**

SHEET NUMBER

T100



UNDERGROUND SERVICE ALERT, CALL 'BLUE STAKES OF UTAH' @ 811 OR 1-800-662-4111
THREE WORKING DAYS BEFORE YOU DIG



ASAC INFORMATION SHEET 91:003

INFORMATION REGARDING SURVEY DATA SUBMITTED TO THE FAA

FAA Order 8260.19c requires proponents of certain proposed construction (located beneath instrument procedures) provide the FAA with a site survey and/or letter, from a licensed land surveyor, which certifies the site coordinates and the surface elevation at the site. On October 15, 1992, the FAA started using the North American Datum of 1983 (NAD-83), and therefore all site coordinates should be based on NAD-83. The FAA requires that the survey letter contain an accuracy statement that meets accuracy tolerances required by the FAA. The most requested tolerances are +/- 50 feet in the horizontal and +/- 20 feet in the vertical (2-C). When the site coordinates and/or site elevation can be certified to a greater accuracy than requested by the FAA, please do so.

In order to avoid FAA processing delays, the original site survey or certifying letter should be attached to the 7460 when it is filed at the FAA's regional office. It must be signed and sealed by the licensed land surveyor having performed or supervised the survey.

The FAA accuracy codes and a sample accuracy statement are listed below.

ACCURACY CODES:

<u>HORIZONTAL</u>		<u>VERTICAL</u>	
<u>Code</u>	<u>Tolerance</u>	<u>Code</u>	<u>Tolerance</u>
1	+/- 15 ft	A	+/- 3 ft
2	+/- 50 ft	B	+/- 10 ft
3	+/- 100 ft	C	+/- 20 ft
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5	+/- 500 ft	E	+/- 125 ft
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Date: OCTOBER 14, 2013

Re: SAL EAGLEWOOD

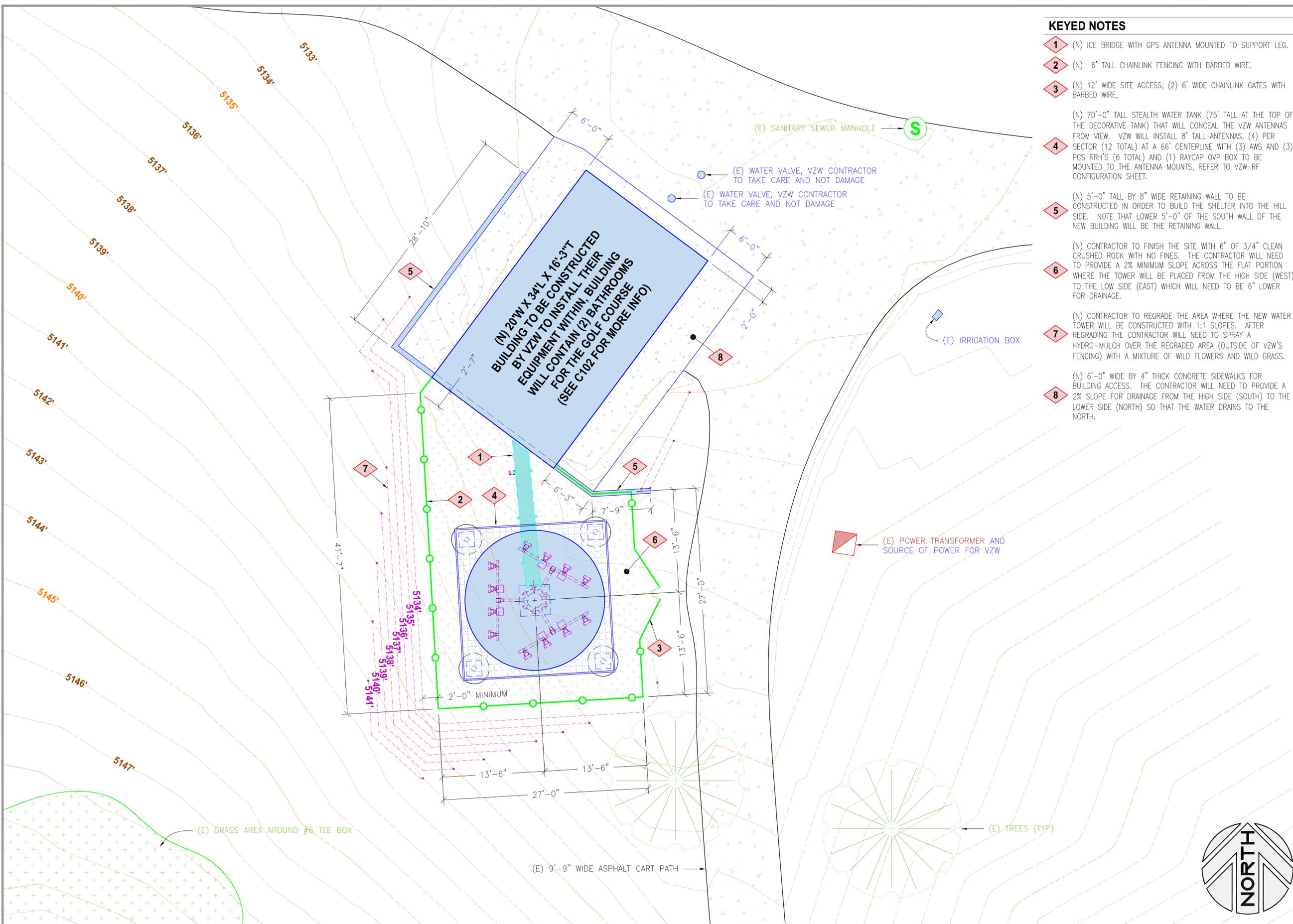
SE 1/4 OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
JUST OFF EAGLERIDGE DRIVE AT THE INTERSECTION OF EAGLERIDGE DRIVE & EAGLEWOOD LOOP,
NORTH SALT LAKE, UTAH 84054

I certify that the latitude of N 40°49'57.51", and the longitude of W 111°53'30.55", are accurate to within 15 feet horizontally and the site elevation of 5134.25 feet, AMSL (American Mean Sea Level), is accurate to within +/- 3 feet vertically. The overall height would be 5134.25 feet AMSL. The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD-83) and are expressed as degrees, minutes and seconds, to the nearest (tenth/hundredth) of a second. The vertical datum (heights) are in terms of the (NAVD88) and are determined to the nearest foot.



Professional Licensed Land Surveyor:
1-A FAA Letter

Jerry Fletcher, Utah LS no. 6436064



KEYED NOTES

- 1 (N) ICE BRIDGE WITH GPS ANTENNA MOUNTED TO SUPPORT LEG.
- 2 (N) 6' TALL CHAINLINK FENCING WITH BARBED WIRE.
- 3 (N) 12' WIDE SITE ACCESS, (2) 6' WIDE CHAINLINK GATES WITH BARBED WIRE.
- 4 (N) 70'-0" TALL STEALTH WATER TANK (75' TALL AT THE TOP OF THE DECORATIVE TANK) THAT WILL CONCEAL THE VZW ANTENNAS FROM VIEW. VZW WILL INSTALL 8' TALL ANTENNAS, (4) PER SECTOR (12 TOTAL) AT A 66' CENTERLINE WITH (3) AWS AND (3) PCS RRH'S (6 TOTAL) AND (1) RAYCAP OVP BOX TO BE MOUNTED TO THE ANTENNA MOUNTS, REFER TO VZW RF CONFIGURATION SHEET.
- 5 (N) 5'-0" TALL BY 8" WIDE RETAINING WALL TO BE CONSTRUCTED IN ORDER TO BUILD THE SHELTER INTO THE HILL SIDE. NOTE THAT LOWER 5'-0" OF THE SOUTH WALL OF THE NEW BUILDING WILL BE THE RETAINING WALL.
- 6 (N) CONTRACTOR TO FINISH THE SITE WITH 6" OF 3/4" CLEAN CRUSHED ROCK WITH NO FINES. THE CONTRACTOR WILL NEED TO PROVIDE A 2% MINIMUM SLOPE ACROSS THE FLAT PORTION WHERE THE TOWER WILL BE PLACED FROM THE HIGH SIDE (WEST) TO THE LOW SIDE (EAST) WHICH WILL NEED TO BE 6" LOWER FOR DRAINAGE.
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VERIZON WIRELESS
 9656 SOUTH PROSPERITY ROAD
 WEST JORDAN, UTAH 84088



TECHNOLOGY ASSOCIATES

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 CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C

CHECKED BY: NEFI G

REV	DATE	DESCRIPTION
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SAL - EAGLEWOOD
 SE SEC 12, T1N, R1W
 JUST OFF EAGLERIDGE DR
 NORTH SLC, UTAH 84054
 -- RAWLAND SITE --

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C101

KEYED NOTES

- 1 (N) 8" CMU WALL CONSTRUCTION, ROOF TRUSS BEARING WILL BE 11'-4"±.
- 2 (N) 5:12 SLOPED ROOF WITH 1'-0" OVERHANGS ON ALL SIDES, THE ROOF IS TO BE FINISHED WITH GALVANIZED STEEL ROOF PANELS FOR LONGEVITY.
- 3 (N) BATHROOM DOORS (3' X 7') STEEL DOOR WITH DEAD BOLT KEYED TO THE LANDLORDS REQUIREMENTS.
- 4 (N) VZW 4' X 7' 2-HOUR FIRE RATED STEEL DOOR WITH DEAD BOLT, THE CONTRACTOR SHALL INSTALL NFPA 704 SIGNAGE ON THE VZW ACCESS DOORS SHOWING HAZARDS FOR CORROSIVES AND ENERGIZED ELECTRICAL CIRCUITS (PER IFC SEC 2703.5), AND THE DOOR MUST BE TIED INTO VZW'S ALARM SYSTEM.
- 5 (N) FIREWALLS ARE TO BE FRAMED USING SSMA 362S162-68 50 KSI STEEL STUDS @ 16" O.C. WITH R-15 INSULATION BETWEEN THE STUDS, BOTH SIDES OF THE WALL ARE TO BE FINISHED WITH (2) LAYERS OF 5/8" TYPE 'X' GYPSUM BOARD, BUT THE VZW EQUIPMENT ROOMS ARE TO HAVE (1) LAYER OF 3/4" PLYWOOD BENEATH. THE CEILING OF THE VZW PORTION IS TO BE FINISHED WITH (1) LAYER OF 3/4" PLYWOOD AND (2) LAYERS OF 5/8" TYPE 'X' GYPSUM BOARD. THE CONTRACTOR WILL NEED TO PROVIDE INSTALL A
- 6 (N) CMU WALLS INSIDE THE VZW EQUIPMENT ROOMS ARE TO BE FURRED OUT WITH 2x2'S @ 16" O.C. AND IS TO BE FINISHED WITH (1) LAYER OF 3/4" PLYWOOD AND (1) LAYER OF 5/8" TYPE 'X' GYPSUM BOARD.
- 7 (N) POWER PANEL: GENERAC ILC CABINET, NEMA 3R RATED, WITH 200A MAIN BREAKER AND AUTOMATIC TRANSFER SWITCH.
- 8 (N) TELEPHONE BOARD: 4' X 6' X 3/4" A.C., 3' ABOVE FINISHED FLOOR, PAINTED 'SHERMAN WILLIAMS' 500' HIGH GLOSS BLACK, MODEL #7.06A OR EQUAL, SEE C300/3.
- 9 (N) SAFETY BOARD: 4' X 4' X 1/2" A.C., PAINTED SAFETY YELLOW WITH VZW SAFETY EQUIPMENT.
- 10 (N) FIRE EXTINGUISHER: 12" X 24" X 1/2" A.C., PAINTED RED, AND IS TO HAVE A PORTABLE FIRE EXTINGUISHERS (3A-40BC) MOUNTED UPON.
- 11 (N) GENERATOR INTAKE AND RADIATOR EXHAUST: CONTRACTOR TO FRAME IN A 3'-0" X 3'-0" OPENING FOR EACH (INSTALL LINTELS AROUND ALL NEW CUTS), THEN INSTALL INTAKE AND EXHAUST LOUVERS WITH BUG SCREENS IN THE OPENINGS AND WIRE THEM TO THE GENERATOR CONTROL BOX.
- 12 (N) HVAC UNIT: BARD WA553 5-TON (42"W X 23"D X 95"H) TO BE INSTALLED ON THE WALL PER MANUFACTURERS SPECIFICATIONS. THE CONTRACTOR IS TO INSTALL LINTELS AROUND ALL WALL OPENINGS.
- 13 (N) HVAC UNIT CONTROLLER: CONTRACTOR IS TO INSTALL A BARD MC-94AE PER MANUFACTURER SPECIFICATIONS.
- 14 (N) VALMONT 4x6 (24 PORT) COAX PORT #B1340, A 20.5"T X 31.5"W WALL OPENING IS REQUIRED 3'-0" ABOVE THE RETAINING WALL PORTION OF THE WALL, THE CONTRACTOR IS TO INSTALL LINTELS AROUND ALL WALL OPENINGS.
- 15 (N) GENERAC SD-048 48KW INDOOR DIESEL GENERATOR (SKID IS 3'-2" X 6'-5"), TO BE TIED DOWN TO THE CONCRETE FLOOR USING (10) 3/8" EPOXY ANCHOR BOLTS WITH 3" EMBED (ADHESIVE TO BE HILTI HIT RESOOSD OR EQUAL), ANCHORS BOLTS ARE TO HAVE WASHERS AND HIGH STRENGTH NUTS. THE CONTRACTOR WILL NEED TO INSTALL 2" CONDUIT (POWER) AND A 3/4" CONDUIT (ALARMS AND BATTERY CHARGER) FROM THE EQUIPMENT ROOM TO THE GENERATOR ROOM AND BE ATTACHED TO THE WALL AT 8' A.F.F. MINIMUM USING P1000T UNISTRUT, ONCE CONDUIT LEAVES THE WALL IT WILL BE SUPPORTED USING DUPONT HANGERS (PART NO. 2223 FOR 3/4", PART NO. 2222 FOR 2").
- 16 (N) GENERATOR 2" NPT BLACK IRON EXHAUST PIPE WITH FIREPROOF BLANKET HUNG 9" BELOW CEILING AND ROUTED OUT THE SOUTH WALL TO A VERTICAL EXHAUST PIPE WITH BULLHEAD, AND IS TO BE ATTACHED TO THE ROOF OVERHANG.
- 17 (N) GENERATOR RADIATOR DUCTING TO SEAL THE RADIATOR TO THE EXHAUST LOUVERS.
- 18 (N) GENERATOR REMOTE FUEL FILL WITH (5) GALLON SPILL CONTAINMENT AND REMOTE FUEL FILL ALARM PANEL TO BE INSTALLED BY THE CONTRACTOR.
- 19 (N) CONTRACTOR TO ROUTE THE FUEL FILL TO THE OUTSIDE WALL.
- 20 (N) CONTRACTOR TO ROUTE (1) 2" NPT TANK VENT AND (2) 3" NPT TANK VENTS (SECONDARY AND EMERGENCY) TO THE OUTSIDE WALL PER VZW STANDARDS.
- 21 (N) 4" WIDE X 6" TALL CONCRETE CURBING WITH (2) #3 CONTINUOUS TO RETAIN DIESEL FUEL (WILL RETAIN 273 GALLONS) AND IS TO BE PAINTED SAFETY YELLOW AFTER THE CURBING HAS CURED. SEE SHELTER CURBING NOTES ON THIS PAGE FOR FINISHING THE CONCRETE INSIDE THE CURBING.

NOTES:

- (1) FINISHED FLOORING: THE VZW EQUIPMENT ROOM FLOOR IS TO BE COVERED WITH 'ARMSTRONG VCT-51830 TILE FLOORING', 1/8" THICK, WITH 4" RUBBER COVE BASE.
- (2) THE VZW EQUIPMENT ROOMS ARE TO HAVE THE INTERIOR WALLS AND CEILING PAINTED 'EGGSHELL WHITE', THE ADJACENT ROOM FOR THE CITY WILL NOT BE PAINTED.
- (3) THE VZW CONTRACTOR IS TO FINISH THE GENERATOR CONTAINMENT CURBING AND AREA INSIDE THE CURBING (INCLUDING FLOOR) AS FOLLOWS; (A) SURFACE PREPARATION: SSPC-SP13/NACE 6, SURFACE MUST BE CLEAN, DRY, SOUND, AND OFFER SUFFICIENT PROFILE TO ACHIEVE ADEQUATE ADHESION. A MINIMUM SUBSTRATE CURE OF 28 DAYS AT 75°F IS REQUIRED. REMOVE ALL FORM RELEASE AGENTS, CURING COMPOUNDS, SALTS, EFFLORESCENCE AND OTHER FOREIGN MATTER BY SANDBLASTING, SHOT BLASTING, MECHANICAL SCARIFICATION, OR SUITABLE CHEMICAL MEANS; (B) CURBING JOINT: APPLY STEEL-SEAM FT910 EPOXY PATCHING AND SURFACING COMPOUND TO CREATE A COVE TRANSITION BETWEEN FLOOR AND CURBING, ALSO FILL ANY VOIDS OR BUG HOLES IN THE CONCRETE; (C) CONCRETE FINISH: (2) COATS OF SHERWIN-WILLIAMS SHELCOATE II EPOXY (920-W-355).



(N) 5'-0" TALL BY 8" WIDE RETAINING WALL TO BE CONSTRUCTED IN ORDER TO BUILD THE SHELTER INTO THE HILL SIDE, NOTE THAT LOWER 5'-0" OF THE SOUTH WALL OF THE NEW BUILDING WILL BE THE RETAINING WALL.

(N) 6'-0" WIDE BY 4" THICK CONCRETE SIDEWALKS FOR BUILDING ACCESS, THE CONTRACTOR WILL NEED TO PROVIDE A 2% SLOPE FOR DRAINAGE FROM THE HIGH SIDE (SOUTH) TO THE LOWER SIDE (NORTH) SO THAT THE WATER DRAINS TO THE NORTH



verizon
wireless

VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

TAEC
Technology Associates Engineering Corporation Inc.
TECHNOLOGY ASSOCIATES

UTAH MARKET OFFICE
5710 SOUTH GREEN STREET
SALT LAKE CITY, UTAH 84123

CORPORATE OFFICE
3115 SOUTH MELROSE DRIVE, SUITE #110
CARLSBAD, CALIFORNIA 92010

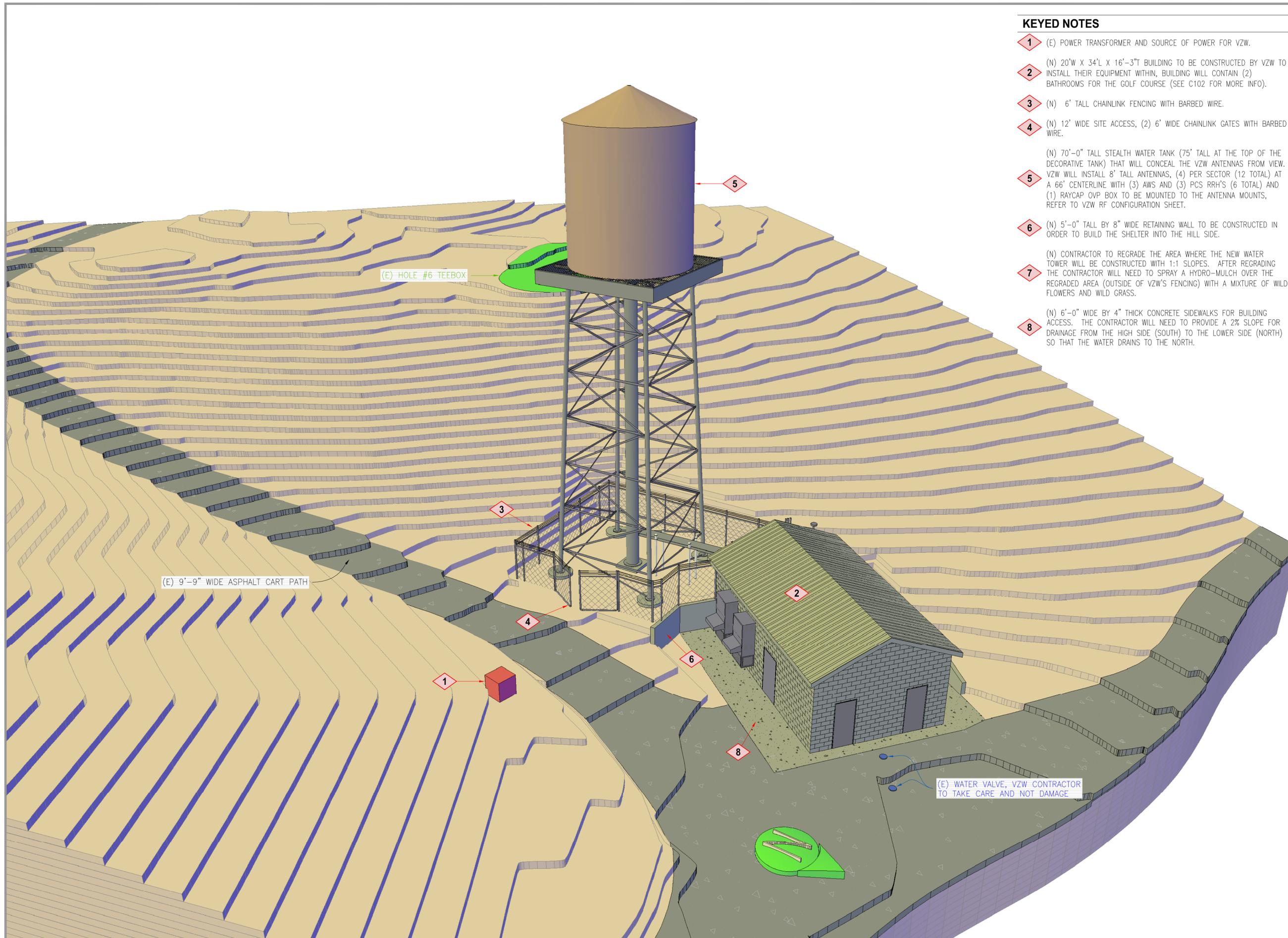
DRAWN BY: JAY C
CHECKED BY: NEFI G

REV	DATE	DESCRIPTION
1	10.14.2013	REVISIONS PER CS
0	09.26.2013	ZONING DRAWINGS

SAL - EAGLEWOOD
SE SEC 12, T1N, R1W
JUST OFF EAGLERIDGE DR
NORTH SLC, UTAH 84054
-- RAWLAND SITE --

SHEET TITLE
**ENLARGED
BUILDING PLAN**

SHEET NUMBER
C102



KEYED NOTES

- 1 (E) POWER TRANSFORMER AND SOURCE OF POWER FOR VZW.
- 2 (N) 20'W X 34'L X 16'-3"T BUILDING TO BE CONSTRUCTED BY VZW TO INSTALL THEIR EQUIPMENT WITHIN, BUILDING WILL CONTAIN (2) BATHROOMS FOR THE GOLF COURSE (SEE C102 FOR MORE INFO).
- 3 (N) 6' TALL CHAINLINK FENCING WITH BARBED WIRE.
- 4 (N) 12' WIDE SITE ACCESS, (2) 6' WIDE CHAINLINK GATES WITH BARBED WIRE.
- 5 (N) 70'-0" TALL STEALTH WATER TANK (75' TALL AT THE TOP OF THE DECORATIVE TANK) THAT WILL CONCEAL THE VZW ANTENNAS FROM VIEW. VZW WILL INSTALL 8' TALL ANTENNAS, (4) PER SECTOR (12 TOTAL) AT A 66' CENTERLINE WITH (3) AWS AND (3) PCS RRH'S (6 TOTAL) AND (1) RAYCAP OVP BOX TO BE MOUNTED TO THE ANTENNA MOUNTS, REFER TO VZW RF CONFIGURATION SHEET.
- 6 (N) 5'-0" TALL BY 8" WIDE RETAINING WALL TO BE CONSTRUCTED IN ORDER TO BUILD THE SHELTER INTO THE HILL SIDE.
- 7 (N) CONTRACTOR TO REGRADE THE AREA WHERE THE NEW WATER TOWER WILL BE CONSTRUCTED WITH 1:1 SLOPES. AFTER REGRADING THE CONTRACTOR WILL NEED TO SPRAY A HYDRO-MULCH OVER THE REGRADED AREA (OUTSIDE OF VZW'S FENCING) WITH A MIXTURE OF WILD FLOWERS AND WILD GRASS.
- 8 (N) 6'-0" WIDE BY 4" THICK CONCRETE SIDEWALKS FOR BUILDING ACCESS. THE CONTRACTOR WILL NEED TO PROVIDE A 2% SLOPE FOR DRAINAGE FROM THE HIGH SIDE (SOUTH) TO THE LOWER SIDE (NORTH) SO THAT THE WATER DRAINS TO THE NORTH.

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wireless

VERIZON WIRELESS
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WEST JORDAN, UTAH 84088

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CORPORATE OFFICE
3115 SOUTH MELROSE DRIVE, SUITE #110
CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C
CHECKED BY: NEFI G

REV	DATE	DESCRIPTION
0	09.26.2013	ZONING DRAWINGS

SAL -- EAGLEWOOD
SE SEC 12, T1N, R1W
JUST OFF EAGLERIDGE DR
NORTH SLC, UTAH 84054
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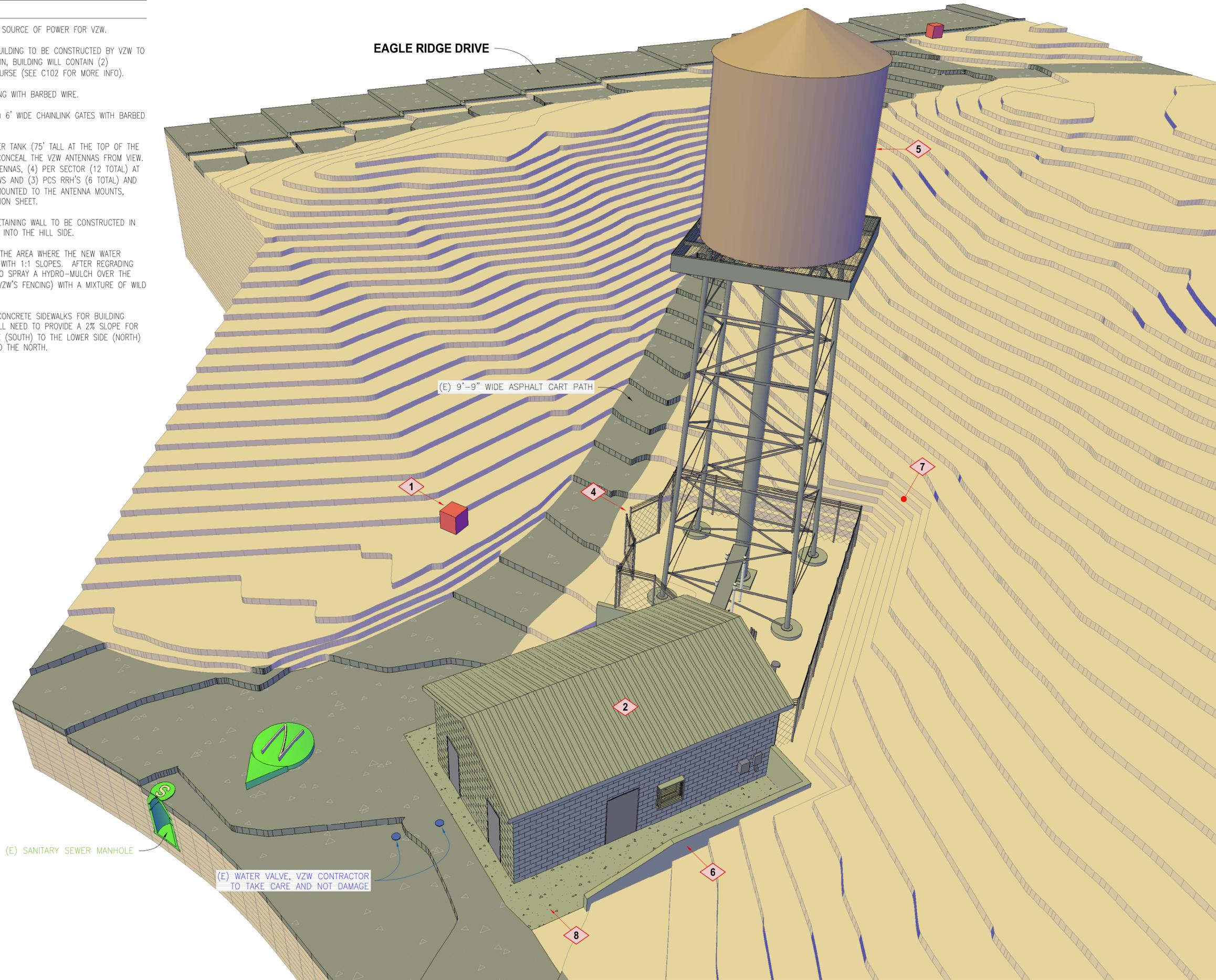
SHEET TITLE
**SOUTHWESTERLY
SITE ELEVATION**

SHEET NUMBER

C200

KEYED NOTES

- 1 (E) POWER TRANSFORMER AND SOURCE OF POWER FOR VZW.
- 2 (N) 20'W X 34'L X 16'-3"T BUILDING TO BE CONSTRUCTED BY VZW TO INSTALL THEIR EQUIPMENT WITHIN, BUILDING WILL CONTAIN (2) BATHROOMS FOR THE GOLF COURSE (SEE C102 FOR MORE INFO).
- 3 (N) 6' TALL CHAINLINK FENCING WITH BARBED WIRE.
- 4 (N) 12' WIDE SITE ACCESS, (2) 6' WIDE CHAINLINK GATES WITH BARBED WIRE.
- 5 (N) 70'-0" TALL STEALTH WATER TANK (75' TALL AT THE TOP OF THE DECORATIVE TANK) THAT WILL CONCEAL THE VZW ANTENNAS FROM VIEW. VZW WILL INSTALL 8' TALL ANTENNAS, (4) PER SECTOR (12 TOTAL) AT A 66' CENTERLINE WITH (3) AWS AND (3) PCS RRH'S (6 TOTAL) AND (1) RAYCAP OVP BOX TO BE MOUNTED TO THE ANTENNA MOUNTS, REFER TO VZW RF CONFIGURATION SHEET.
- 6 (N) 5'-0" TALL BY 8" WIDE RETAINING WALL TO BE CONSTRUCTED IN ORDER TO BUILD THE SHELTER INTO THE HILL SIDE.
- 7 (N) CONTRACTOR TO REGRADE THE AREA WHERE THE NEW WATER TOWER WILL BE CONSTRUCTED WITH 1:1 SLOPES. AFTER REGRADING THE CONTRACTOR WILL NEED TO SPRAY A HYDRO-MULCH OVER THE REGRADED AREA (OUTSIDE OF VZW'S FENCING) WITH A MIXTURE OF WILD FLOWERS AND WILD GRASS.
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WEST JORDAN, UTAH 84088

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3115 SOUTH MELROSE DRIVE, SUITE #110
CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C
CHECKED BY: NEFI G

REV	DATE	DESCRIPTION
0	09.26.2013	ZONING DRAWINGS

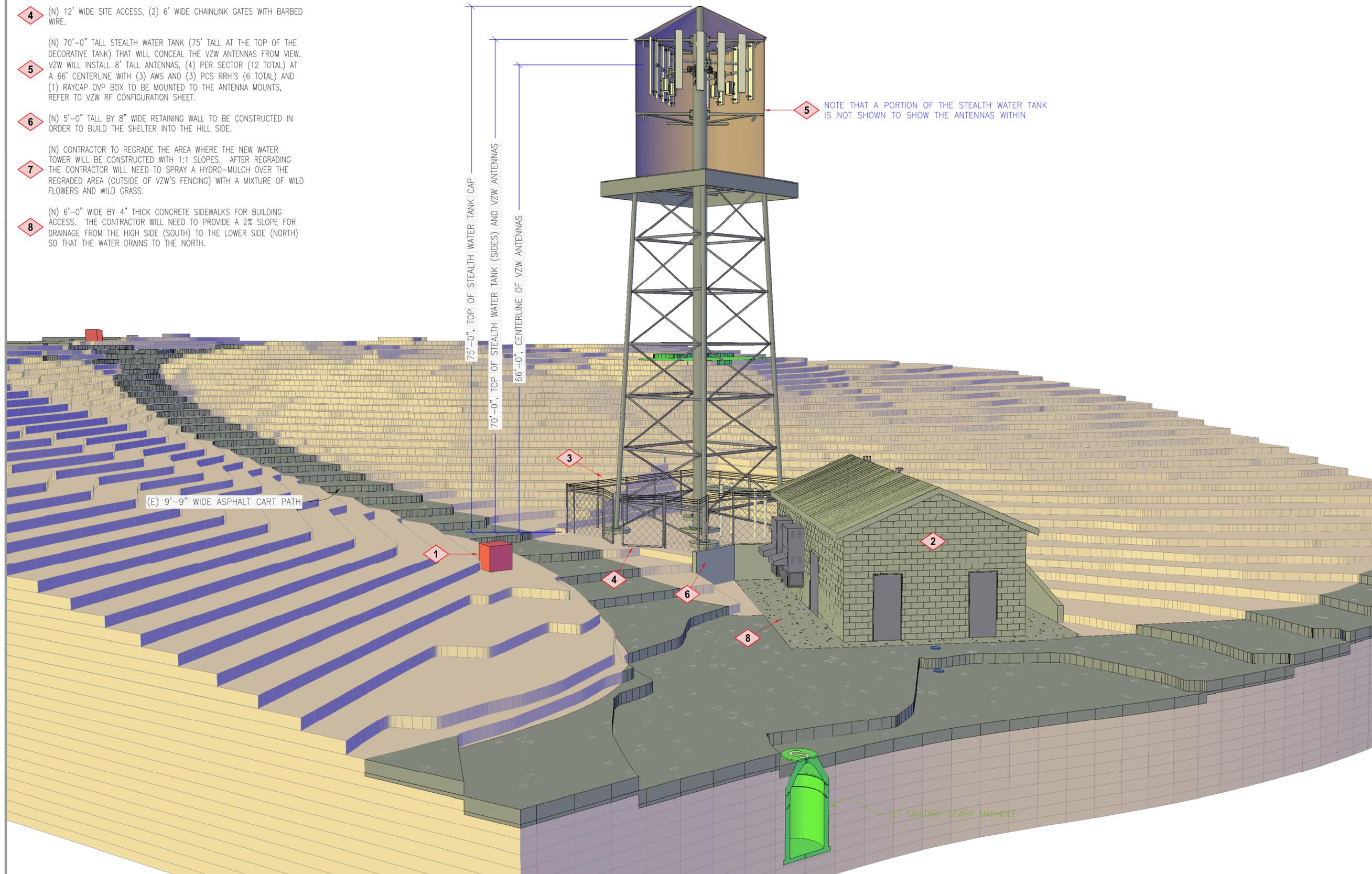
SAL -- EAGLEWOOD
SE SEC 12, T1N, R1W
JUST OFF EAGLERIDGE DR
NORTH SLC, UTAH 84054
-- RAWLAND SITE --

SHEET TITLE
**SOUTHEASTERLY
SITE ELEVATION**

SHEET NUMBER
C201

KEYED NOTES

- 1 (E) POWER TRANSFORMER AND SOURCE OF POWER FOR VZW.
- 2 (N) 20'W X 34'L X 16'-3"T BUILDING TO BE CONSTRUCTED BY VZW TO INSTALL THEIR EQUIPMENT WITHIN, BUILDING WILL CONTAIN (2) BATHROOMS FOR THE GOLF COURSE (SEE C102 FOR MORE INFO).
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DRAWN BY: JAY C
 CHECKED BY: NEFI G

REV	DATE	DESCRIPTION
0	09.26.2013	ZONING DRAWINGS

SAL -- EAGLEWOOD
 SE SEC 12, T1N, R1W
 JUST OFF EAGLERIDGE DR
 NORTH SLC, UTAH 84054
 -- RAWLAND SITE --

SHEET TITLE
**GROUND LEVEL
 SITE ELEVATION
 (LOOKING SOUTHWEST)**

SHEET NUMBER
C202



NORTH SALT LAKE COMMUNITY AND ECONOMIC DEVELOPMENT

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, Assistant City Manager

DATE: November 19, 2013

SUBJECT: Site plan for Handi-Quilter located at 501 North 400 West.

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the site plan for Handi-Quilter located at 501 North 400 West with the following conditions:

- 1) An access easement must be recorded with Davis County prior to issuance of a building permit.
- 2) A lot line adjustment must be recorded with Davis County prior to issuance of a building permit.

On November 12, 2013 the Planning Commission recommended approval of this application to the City Council with the above conditions.

BACKGROUND

The proposed site plan for Handi-Quilter is located at 501 North 400 West. The applicant is proposing to construct an office/warehouse building that is 68,660 square feet on 3.64 acres. A portion of the building will be used by Handi-Quilter, which is an existing business in the City that will move to this location. The remainder of the building will be available to lease to typical office/warehouse users. A site plan and building permit for Handi-Quilter was previously approved for a different location at 109 North Foxboro Drive in May 2013, but they recently decided to move their operations to the subject location.

The applicant is proposing to include 15,844 square feet of landscaping, which is approximately 10% of the site and is in compliance with the city's Land Use Ordinance. The building is proposed to be located at the required front yard setback of 20'.

The proposal meets the required 109 parking stalls, including 5 ADA stalls.

The first staff and Planning Commission proposed condition of approval is to have a shared access easement for the Commercial Tire property (north of Handi-Quilter) and the subject property since this building will have loading docks on the north side of the building and access to those lots may require occasional crossing of property lines. The City Attorney will review that document prior to recordation with Davis County.

The second proposed condition is that a lot line within the subject property be moved in order to create two new conforming parcels. City staff has been authorized by the Land Use Ordinance to review and take final action on this type of lot line adjustment.

The City Engineer has reviewed and approved the grading and drainage plans.

Because the proposed building size is greater than 30,000 square feet, this application must be acted on by the City Council.

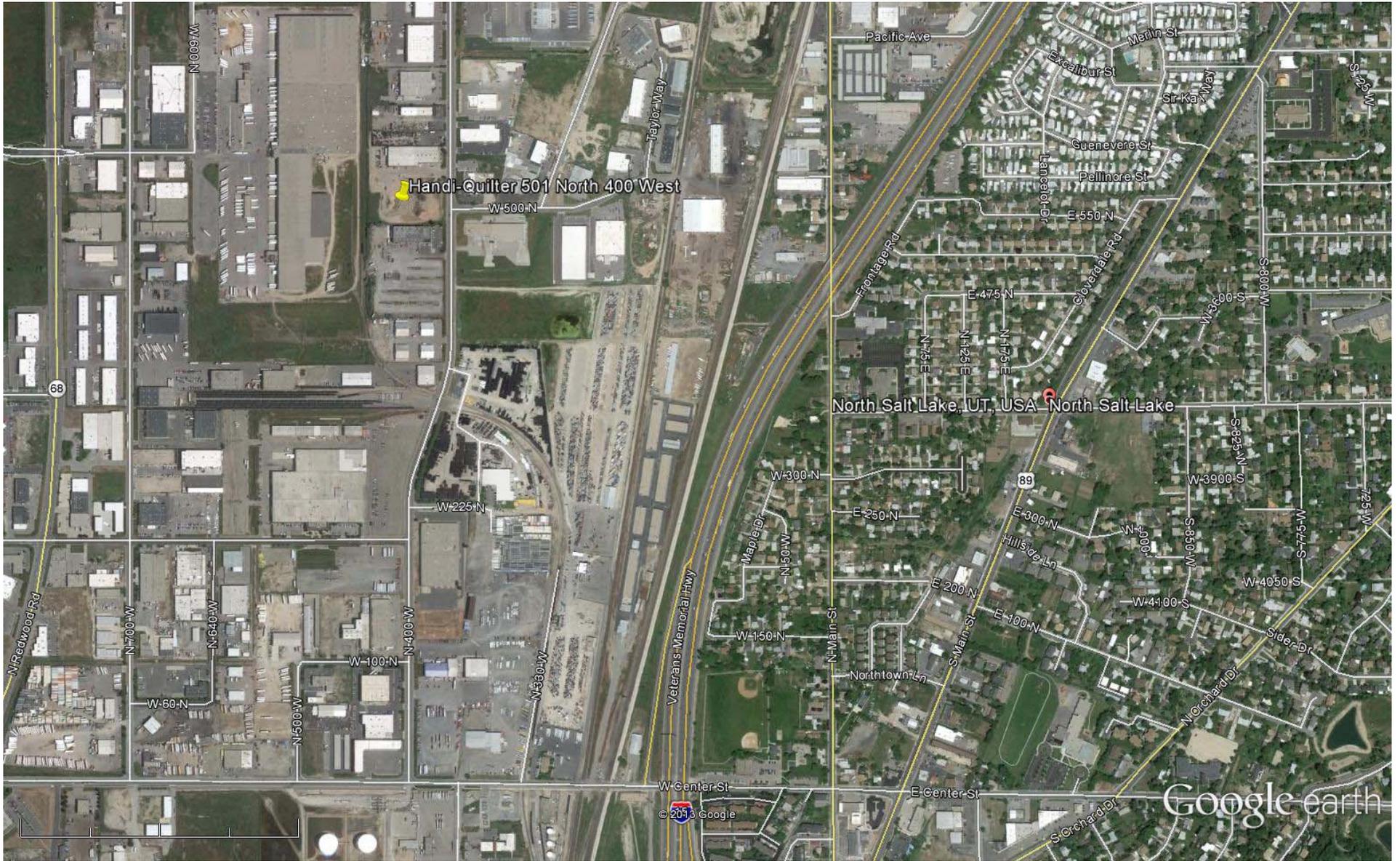
POSSIBLE MOTION

I move that the City Council approve the site plan for Handi-Quilter located at 501 North 400 with the following conditions:

- 1) An access easement must be recorded with Davis County prior to issuance of a building permit.
- 2) A lot line adjustment must be recorded with Davis County prior to issuance of a building permit.

Attachments

- 1) Location Map
- 2) Ownership Plat
- 3) Proposed Site Plan
- 4) Proposed Landscaping Plan
- 5) Proposed Building Elevations



Google earth



SECTION 2 TP 1 N R 1 W

PREFIX 01-131

Last No. 0075

Salt Lake Meridian

SCALE 200 FEET - ONE INCH

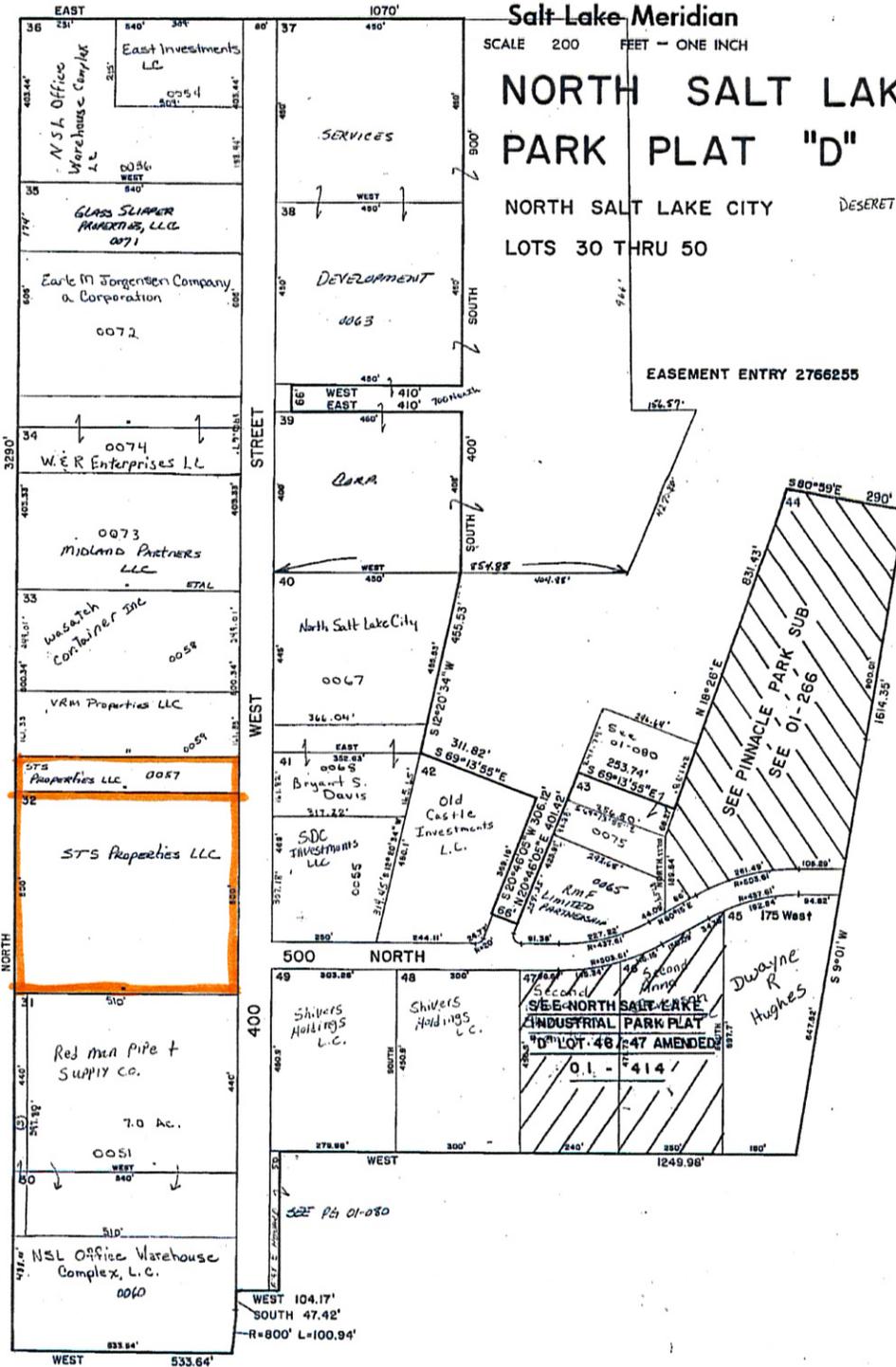
NORTH SALT LAKE INDUSTRIAL PARK PLAT "D"

NORTH SALT LAKE CITY

LOTS 30 THRU 50

DESERET TITLE HOLDING CO. OWNS ALL LOTS NOT MARKED

EASEMENT ENTRY 2766255



- 1. Gian Carlo Cioffi 0036
- 2. SRS Properties LLC 0061

01/131



SAMUEL J. BRADY
ARCHITECTS

200 E. South Temple
Suite 160
Salt Lake City, Utah 84111
(801) 595-1752
FAX: (801) 595-1757



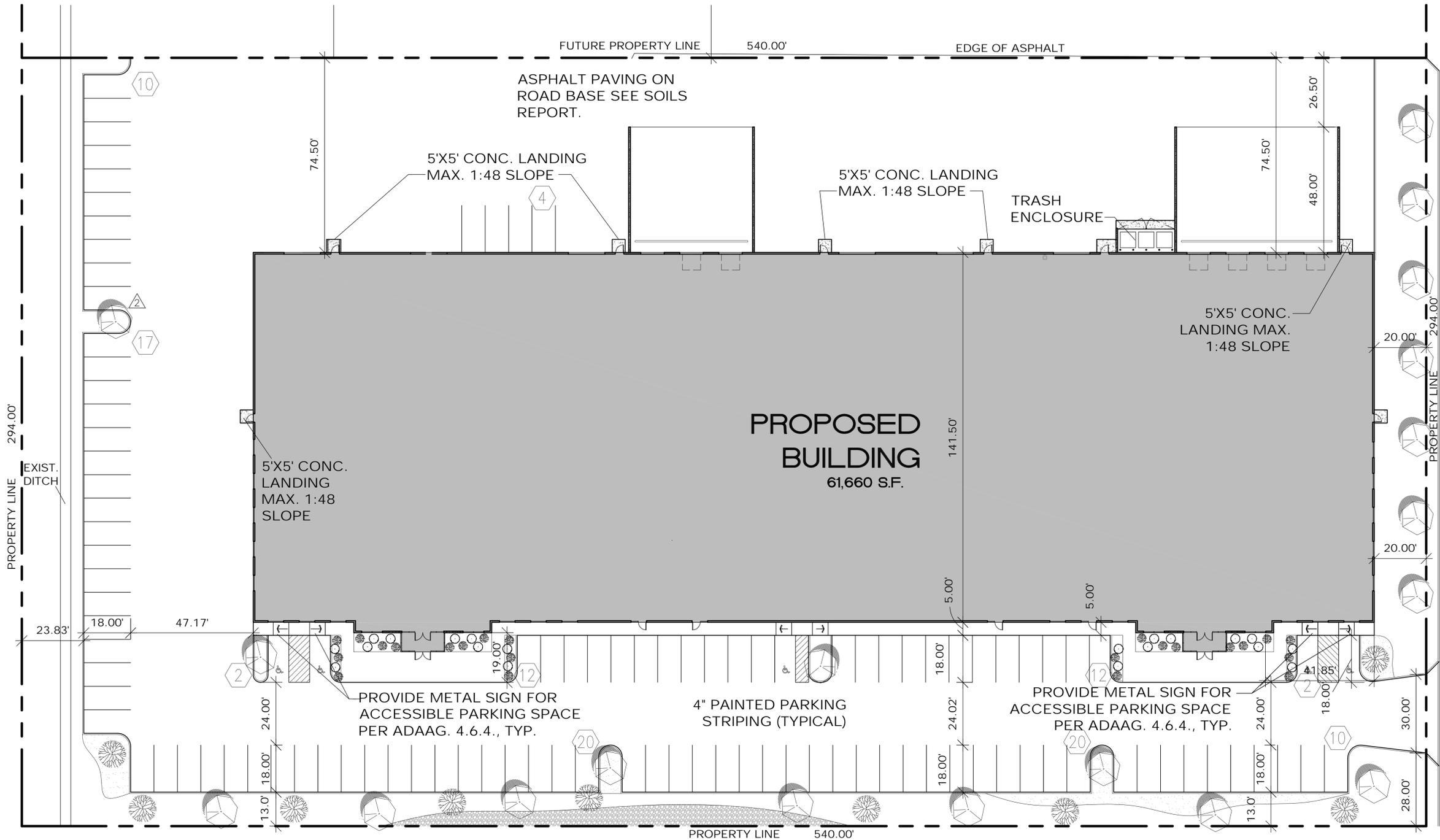
- 1 REVISION 11/1/13
- 2 REVISION 11/6/13



360 North 700 West
Suite G
North Salt Lake, Utah
84054
(801) 936-3446
FAX: (801) 936-8633

501 N 400 W

NORTH SALT LAKE
HANDI QUILTER



400 WEST

N. SALT LAKE CITY PARKING REQUIREMENTS	
TOTAL OFFICE S.F. MAIN FLOOR	10,000 S.F.
TOTAL NUMBER OF PARKING SPACES REQUIRED (MAIN FLOOR)	40 (1/250)
TOTAL OFFICE S.F. SECOND FLOOR	7,000 S.F.
TOTAL NUMBER OF PARKING SPACES REQUIRED (SECOND FLOOR)	28 (1/250)
TOTAL WHOLESALE DISTRIBUTION S.F. (INITIAL 10,000 S.F.)	10,000 S.F.
TOTAL NUMBER OF PARKING SPACES REQUIRED (WHOLESALE DISTRIBUTION)	20 (2/1000)
TOTAL WHOLESALE DISTRIBUTION S.F.	41,660 S.F.
TOTAL NUMBER OF PARKING SPACES REQUIRED (WHOLESALE DISTRIBUTION)	21 (1/2000)
TOTAL PARKING SPACES REQ'D.	109
TOTAL PARKING SPACES PROVIDED	109

PROJECT SUMMARY	
GROSS LAND AREA	3.64 ACRES 158,760 SF
GROSS BUILDING AREA FOOTPRINT	61,660 SF
MEZZANINE AREA	7,000 SF
TOTAL LANDSCAPED AREA	15,844 SF

SEE SITE PLANS PROVIDED BY ENGINEER FOR DRAINAGE, GRADING, SPOT ELEVATIONS, AND PROPERTY BOUNDARY DESCRIPTION.

SITE PLAN

SCALE: 1" = 20'-0"
OCTOBER 28, 2013
1306901SD1.dwg



SD.1



SAMUEL J. BRADY

ARCHITECTS

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REVISION 11/1/13



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84054
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FAX: (801) 936-8633

501 N 400 W

NORTH SALT LAKE
HANDI QUILTER

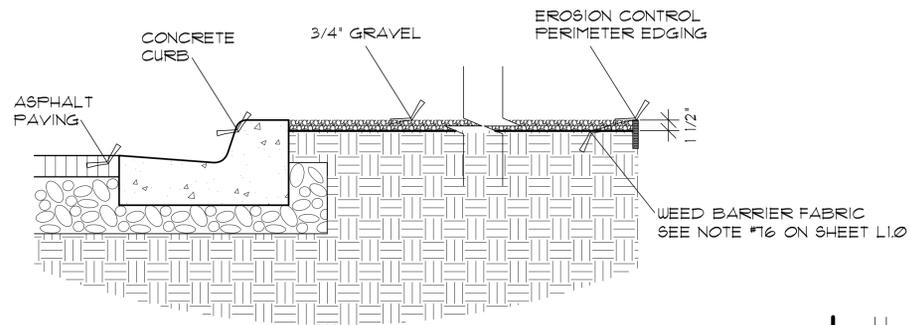
LANDSCAPE PLAN

SCALE: 1" = 30'-0"

OCTOBER 28, 2013
1306901L1.dwg



L1.1



① **GRAVEL LANDSCAPE DETAIL**
SCALE 1"=1'-0"

LANDSCAPE LEGEND			
TYPE	QNTY	NAME	SIZE
TREES (DECIDUOUS)			
D1	14	SHADEMASTER HONEYLOCUST	MIN. 2" CALIPER
D2	5	SKYLINE HONEYLOCUST	MIN. 2" CALIPER
EVERGREEN TREES			
E1	9	UTAH JUNIPER	MIN. 5' HEIGHT
SHRUBS (RANDOMIZE PLANTING)			
S1	8	P.M.M. SLOW MOUND MUGO PINE	5 GAL
S2	8	JUNIPER/BLUE STAR	5 GAL
S3	8	POTENTILLA	5 GAL
S4	9	FALSE SPIERA	5 GAL
S5	9	JUNIPER/SEA GREEN	5 GAL
TOTAL 42			

NOTES FOR CONTRACTOR:

1. ALL IRRIGATION HEADS TO HAVE WATER SAVING, LOW ANGLE NOZZLES
2. CONTROLLER TO PROVIDE SEPARATE ZONES, WATER BUDGETING, MULTIPLE START TIMES AND MEET ALL MANUF. REQUIREMENTS FOR OUTDOOR INSTALLATION.
3. ALL IRRIGATION WIRING TO MEET IBC REQUIREMENTS.
4. ALL SPRINKLERS TO HAVE MATCH PRECIPITATION RATES
5. USE DRIP IRRIGATION FOR ALL TREES AND SHRUBS
6. ALL IRRIGATION LINES TO HAVE WINTERIZATION BLOW-OUTS

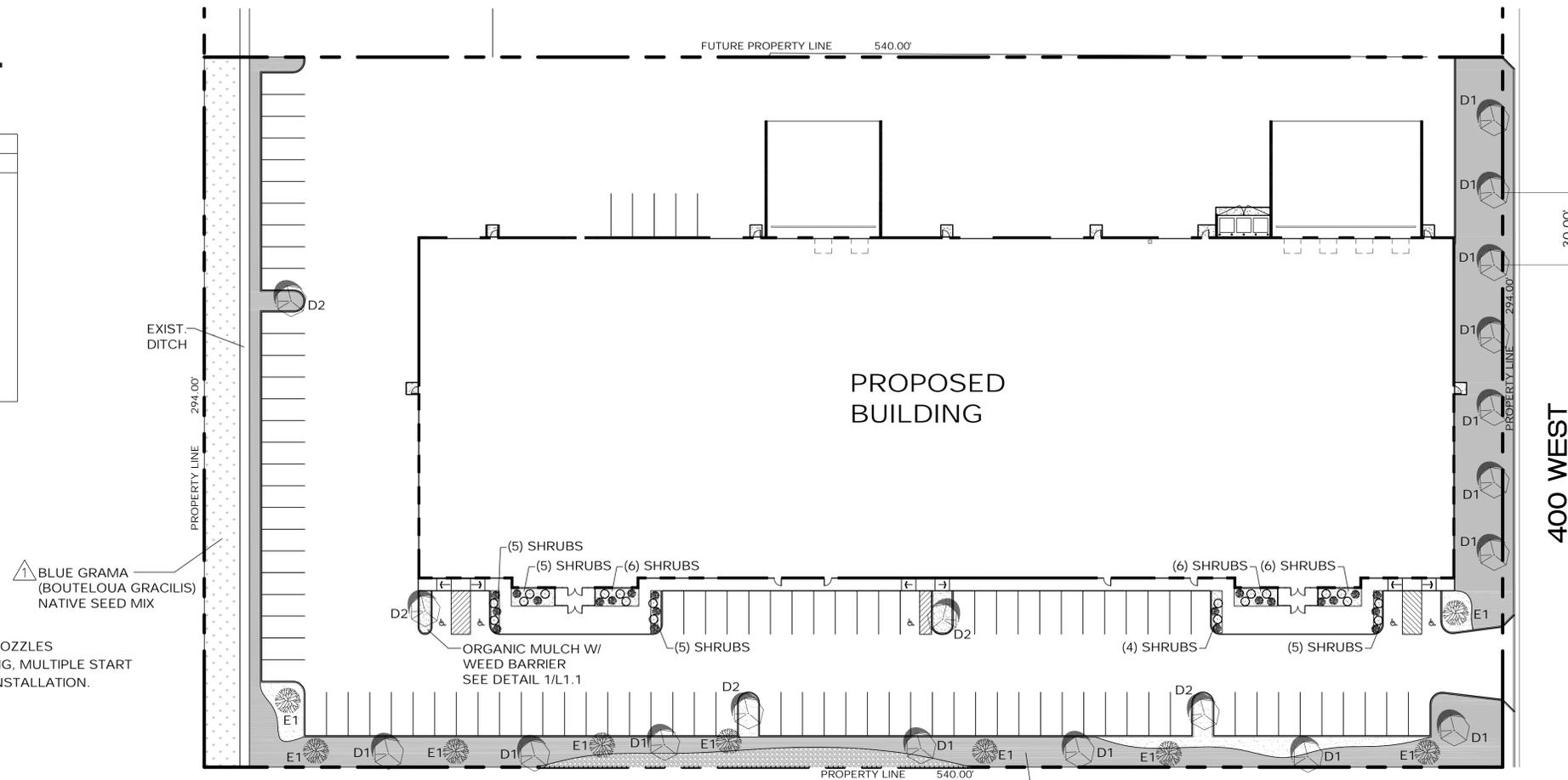
LANDSCAPE CONTRACTOR TO ENSURE THE FOLLOWING PIPE SIZES ARE NOT EXCEEDED:

3/4"	12 GPM
1"	20 GPM
1 1/2"	26 GPM

ALL CONDUITS UNDER CONCRETE MUST BE A MINIMUM 4". SEE DETAILS FOR TRENCHING DEPTHS.

WATER CONSERVATION PLAN:

1. PLANNING AND DESIGN--PLANTINGS ARE GROUPED TOGETHER.
2. LOW WATER USING PLANTS--PLANTS SELECTED FOR DROUGHT TOLERANCE
3. SOIL AMENDMENTS--CONTRACTOR TO ADD 5% NUTRI-MULCH IN PLANTER BEDS.
4. USE ORGANIC MULCH-BARK AND/OR SHREDDED PLANT MATERIAL AND COMPOST
5. EFFICIENT IRRIGATION--CONTRACTOR TO CREATE HYDROZONES AND ISOLATE WATER USAGE.
6. MAINTENANCE--LAWN AREAS ARE EASY TO MAINTAIN AND PLANTINGS ARE GROUPED.



DECIDUOUS TREES
- MIN. 2" CALIPER FOR STREET TREES
* MEASURED FROM 4'-0" ABOVE GRADE

PROVIDE LINE ITEM BID FOR LANDSCAPE.

2H:1V MAXIMUM SLOPE IN LANDSCAPED AREAS



DECORATIVE GRAVEL



ORGANIC MULCH W/ WEED BARRIER



SOD/PLANTING TURF-TYPE TALL FESCUE

NOTE:
 PROVIDE ADDRESS SIGNAGE TO
 MEETS 2009 IBC 501.2 REQ'S. OF
 MIN. 4" HIGH AND MIN. .5" WIDE
 AND SHALL SHARPLY CONTRAST
 WITH BACKGROUND.



SAMUEL J. BRADY

ARCHITECTS

200 E. South Temple
 Suite 160
 Salt Lake City, Utah 84111
 (801) 595-1752
 FAX: (801) 595-1757



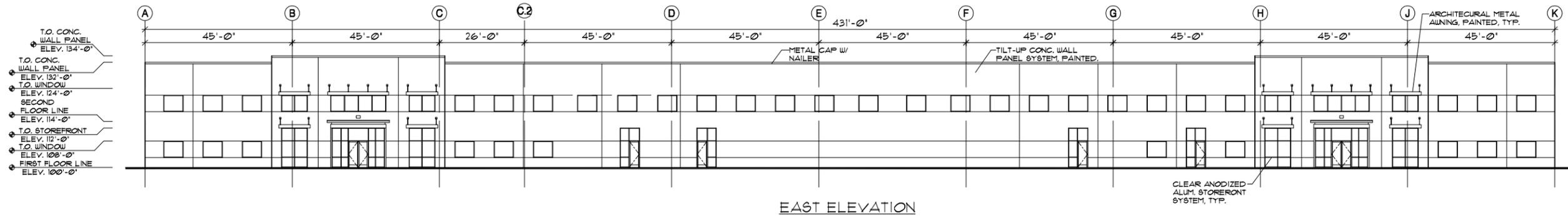
360 North 700 West
 Suite G
 North Salt Lake, Utah
 84054
 (801) 936-3446
 FAX: (801) 936-8633

501 N 400 W

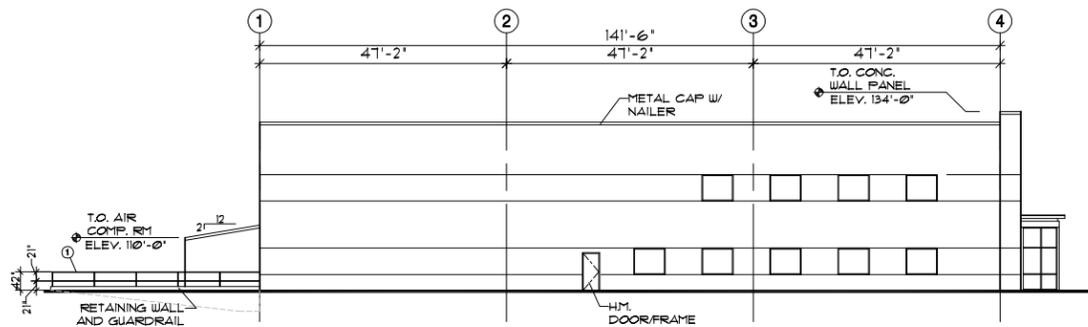
**NORTH SALT LAKE
 HANDI QUILTER**

EXTERIOR
 ELEVATIONS

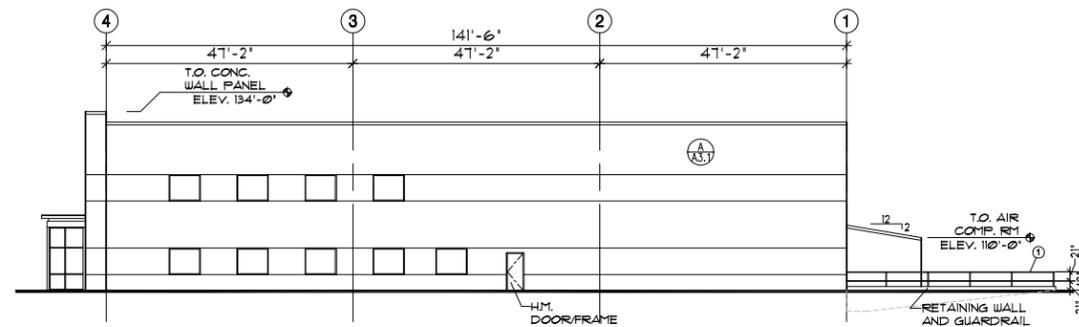
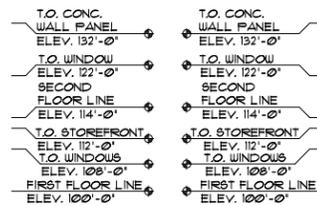
SCALE: 1/16" = 1'-0"
 OCTOBER 8, 2013
 130690131.dwg



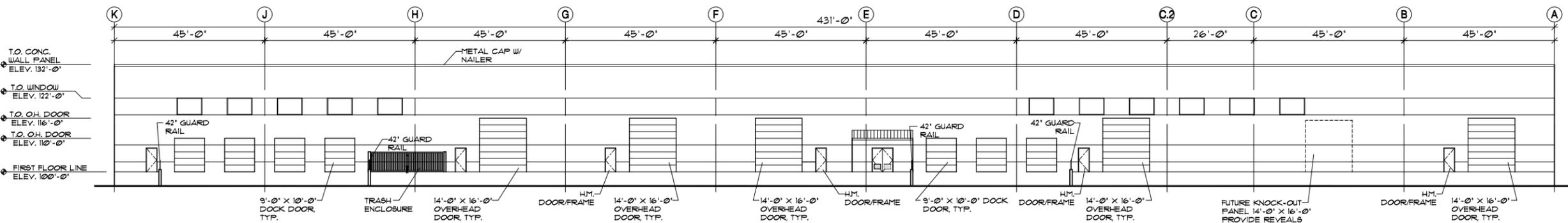
EAST ELEVATION



SOUTH ELEVATION



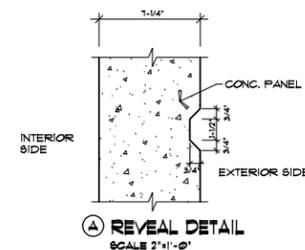
NORTH ELEVATION



WEST ELEVATION

KEY NOTES

- ① 42" HT. GUARDRAIL WITH INTERMEDIATE RAIL NOT TO EXCEED 21" O.C. SEE DETAIL 8/SD.3





CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8708 Voice
(801) 335-8719 Fax
www.nslcity.org

LEONARD K. ARAVE
Mayor

D. BARRY EDWARDS
City Manager

MEMORANDUM

To: Honorable Mayor & City Council

From: Jonathan Rueckert, Assistant Public Works Director

Date: October 28, 2013

Subject: Approval of Wachs ERV-750 valve exerciser purchase

APPROVAL

City Staff is requesting approval to purchase a Wachs ERV-750 valve exerciser from Intermountain Sales, INC for the price of \$26,055.00

BACKGROUND

The water department has budget funds in the 51-40-79 account to acquire this purchase. As this equipment is proprietary to the vac-trailer owned by the water department we did not seek other bids. Intermountain Sales INC is the local sales representative for the Wachs Company.



CITY OF NORTH SALT LAKE

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LEONARD K. ARAVE
Mayor

D. BARRY EDWARDS
City Manager

MEMORANDUM

To: Honorable Mayor & City Council

From: Jonathan Rueckert

Date: October 28, 2013

Subject: Approval for 2014 CNG Dodge Ram Purchase

APPROVAL

Public Works is requesting approval to purchase a 2014 Dodge 2500 CNG truck for the price of \$38,657.87

BACKGROUND

We will be reassigning trucks in our department and this truck will be replacing a worn out 2001 Chevrolet S-10 pickup in the Parks department. This purchase has been budgeted for in the 61-70-71 Fleet purchase account. This will be purchased under state contract AR157 through Salt Lake Valley Dodge.

RESOLUTION NO. 2013-12R

RESOLUTION OF THE LEGISLATIVE BODY OF THE CITY OF NORTH SALT LAKE REDEVELOPMENT AGENCY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND DAVIS SCHOOL DISTRICT.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the City of North Salt Lake Redevelopment Agency, Utah (the “Agency”) and Davis School District (the “School District”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the School District whereby the School District would remit to the Agency a portion of the property tax increment generated within the Redwood Road Community Development Project Area, (the “Project Area”) which would otherwise flow to the School District, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the School District, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and Secretary. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the City of North Salt Lake Redevelopment Agency, Utah this _____ day of _____, 2013.

Chair, City of North Salt Lake Redevelopment

Agency
Attest:

Secretary

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

RESOLUTION NO. 2013-____

RESOLUTION OF THE LEGISLATIVE BODY OF THE CITY OF NORTH SALT LAKE REDEVELOPMENT AGENCY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE MOSQUITO ABATEMENT DISTRICT-DAVIS.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the City of North Salt Lake Redevelopment Agency, Utah (the “Agency”) and the Mosquito Abatement District – Davis (the “District”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the District whereby the District would remit to the Agency a portion of the property tax increment generated within the Redwood Road Community Development Project Area, (the “Project Area”) which would otherwise flow to the District, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the District, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and Secretary. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for

public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the City of North Salt Lake Redevelopment Agency, Utah this ____ day of _____, 2013.

Chair, City of North Salt Lake Redevelopment

Agency
Attest:

Secretary

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

RESOLUTION NO. 2013-18R

RESOLUTION OF THE LEGISLATIVE BODY OF THE CITY OF NORTH SALT LAKE REDEVELOPMENT AGENCY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND SOUTH DAVIS RECREATION DISTRICT.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the City of North Salt Lake Redevelopment Agency, Utah (the “Agency”) and South Davis Recreation District (the “District”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the District whereby the District would remit to the Agency a portion of the property tax increment generated within the Redwood Road Community Development Project Area, (the “Project Area”) which would otherwise flow to the District, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the District, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and Secretary. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for

public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the City of North Salt Lake Redevelopment Agency, Utah this ____ day of _____, 2013.

Chair, City of North Salt Lake Redevelopment

Agency
Attest:

Secretary

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

RESOLUTION NO. 2013-19R

RESOLUTION OF THE LEGISLATIVE BODY OF THE CITY OF NORTH SALT LAKE REDEVELOPMENT AGENCY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND SOUTH DAVIS SEWER DISTRICT.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the City of North Salt Lake Redevelopment Agency, Utah (the “Agency”) and South Davis Sewer District (the “District”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the District whereby the District would remit to the Agency a portion of the property tax increment generated within the Redwood Road Community Development Project Area, (the “Project Area”) which would otherwise flow to the District, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the District, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and Secretary. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for

public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the City of North Salt Lake Redevelopment Agency, Utah this ____ day of _____, 2013.

Chair, City of North Salt Lake Redevelopment

Agency
Attest:

Secretary

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

RESOLUTION NO. 2013-20R

RESOLUTION OF THE LEGISLATIVE BODY OF THE CITY OF NORTH SALT LAKE REDEVELOPMENT AGENCY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND WEBER BASIN WATER CONSERVANCY DISTRICT.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the City of North Salt Lake Redevelopment Agency, Utah (the “Agency”) and Weber Basin Water Conservancy District (the “District”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the District whereby the District would remit to the Agency a portion of the property tax increment generated within the Redwood Road Community Development Project Area, (the “Project Area”) which would otherwise flow to the District, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the District, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and Secretary. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for

public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the City of North Salt Lake Redevelopment Agency, Utah this ____ day of _____, 2013.

Chair, City of North Salt Lake Redevelopment

Agency
Attest:

Secretary

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2013, by and between **CITY OF NORTH SALT LAKE REDEVELOPMENT AGENCY**, a community development and renewal agency and political subdivision of the State of Utah (the "Agency"), and **DAVIS SCHOOL DISTRICT**, a political subdivision of the State of Utah (the "School District") in contemplation of the following facts and circumstances:

- A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("**UCA**") §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Community Development and Renewal Agencies Act, Title 17C of the UCA (the "**Act**"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting the City of North Salt Lake (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and
- B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and
- C. **WHEREAS**, the Agency has created the Redwood Road Community Development Project Area (the "Project Area"), through the adoption of the Redwood Road Community Development Project Area Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and
- D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency, into industrial/flex space, office and retail uses. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and the Agency may enter into one or more Development/Participation Agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property taxes, referred to as "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and
- E. **WHEREAS**, as explained further in the Plan, the City will incur significant costs and expenses to provide improvements along Redwood Road and Center Street, including the construction of public infrastructure such as sidewalks, curb and gutter, street lights, pedestrian lighting, storm drain and streetscapes; and the City may assemble land within the Project Area to incentivize development activity with lower land prices and to promote higher and more beneficial uses of land within the Project Area; and
- F. **WHEREAS**, historically, the Project Area has generated a total of \$1,866,004 per year in property taxes for the various taxing entities, including the City, Davis County (the "County"), the School District, and other Special Service Districts ("SSD"); and
- G. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other SSDs are projected to total approximately \$3,507,097 per year; and
- H. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the

Agency for a specified period of time specified portions of the increased property tax which will be generated by the Project Area; and

I. **WHEREAS**, it is in the best interest of the School District to remit such payments to the Agency in order to permit the Agency to provide assistance as an incentive for the construction of the Project Area; and

J. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community development and tax increment projects across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for the remittance of tax increment revenues within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

K. **WHEREAS**, the Agency has also adopted the Redwood Road Community Development Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

L. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.
2. **Offset of Development Costs and Expenses.** The School District has determined that it is in its best interest to pay specified portions of the Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency in the construction and installation of infrastructure improvements and other development related costs needed to serve the Project Area, to the extent permitted by the Act, as amended from time to time.
3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2012, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2012 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be \$129,457,772, but is subject to final adjustment and verification by the County and Agency).
4. **Agreement with Developers.** The Agency is authorized to enter into one or more agreements with developers which may provide for the payment of certain amounts of Tax Increment to the Developer based upon the Developer's meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the Developer that the Developer, or its approved successors in title as owners of the Property, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies.
5. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the School District to the Agency shall be determined by the Agency, but shall be no later than 2020. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Fifteen.

6. **Total Payment to Agency.** The School District shall remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Fifteen, 45% of the annual Tax Increment generated from the Project Area. The County is authorized and instructed to pay 45% of the Tax Increment to the Agency annually. The remaining 55% portion of the Tax Increment will be passed through to the School District.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collection agency for the School District. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the City, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County from the Project Area.

8. **No Independent Duty.** The School District shall be responsible to remit to the Agency only Tax Increment actually received by the County. The School District shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the School District on an annual basis from and including Year One through and including Year Fifteen.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to School District:
Davis School District
Attn: Business Administrator
45 E. State Street
P.O. Box 588
Farmington, UT 84025-0588
Facsimile: (801) 402-5249

If to Agency:
City of North Salt Lake Redevelopment Agency
Attn: Agency Board
10 E. Center St.
North Salt Lake, UT 84054
Facsimile: (801) 335-8719

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Project Area Property Tax, declares that the Agency cannot pay the Project Area Property Tax to developers, or takes any other action which has the effect of eliminating or reducing the payments of Project Area Property Tax received by the

Agency, the Agency's obligation to pay the Project Property Tax Payments to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Property Tax to be declared invalid.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Fifteen.
23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.
25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
 - a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
 - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
 - d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
 - e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
 - f. Immediately after execution of this Agreement by both Parties, each of the Parties shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
 - g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real

and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

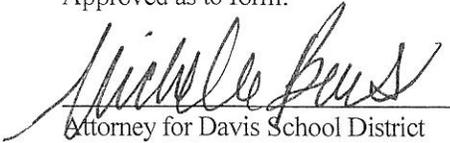
IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

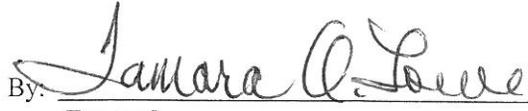
School District: DAVIS SCHOOL DISTRICT

Attest:


Business Administrator

Approved as to form:


Attorney for Davis School District

By: 
Tamara Lowe
Its: Board President

Agency: THE CITY OF NORTH SALT LAKE REDEVELOPMENT AGENCY

Attest:

By: _____
Len Arave
Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

Beginning at a point on the North right-of-way line of 1100 North Street, and the West right-of-way line of Redwood Road, said point being S01°33'01"E 772.65 feet and S88 26°59'W 44.52 feet from the East Quarter Corner of Section 34, T. 2 N., R. 1 W., SLB & M; and running thence S69°47'52"E 112.97 feet to a point on the North right-of-way line of 1100 North Street and the East right-of-way line of Redwood Road; thence East 2,481.99 feet along said North right-of-way line of 1100 North Street; thence South 66.0 feet to a point on the Northeast Corner of Lot 19, North Salt Lake Industrial Park, Plat B; thence South 1,129.14 feet to a point on the Southeast Corner of Lot 1, Beneficial Business Park – 1; said point also being on the North right-of-way line of 900 North Street; thence West 1,639.999 feet along said North right-of-way line of 900 North Street; thence South 977.20 feet to the Southeast corner of Lot 14, Hughes Industrial Park; thence West 406.00 feet to the Southeast corner of Lot 4 of said Hughes Industrial Park; thence South 5,089.85 feet along the West right-of-way line of 700 West Street to a point on the South right-of-way line of Center Street; thence S89°50'07"E 329 feet, more or less, along said South right-of-way line of Center Street; thence S0°06'27"E 306.70 feet; thence S25°35'04"W 138.40 feet; thence South 1,331.33 feet; thence West 30 feet; thence S0°06'27"E 716.00 feet; thence S89°56'W 625.82 feet; thence S0°06'27"E 153 feet, more or less, to a point on the East Quarter Corner of Section 10, T. 1 N., R. 1 W., SLB & M; thence N89°58'07"E 1,359.17 feet, more or less; thence South 389 feet, more or less, to a point on the South right-of-way line of Interstate 215; thence Westerly 3,460 feet, more or less, along said South right-of-way line to a point on the East right-of-way line of Redwood Road; thence N52°52'33"W 114.392 feet to the Northeast corner of Lot 1 of Outdoor Recreation Outlets, said point also being on the West right-of-way line of Redwood Road; thence Southerly 855.40 feet along the arc of a 5,779.58 foot radius curve to the left, said curve also being on the West right-of-way line of Redwood Road (chord bears S8°07'26"W 854.62 feet) to a point of tangency; thence S3°53'00"W 930.15 feet along said West right-of-way line to the Southeast corner of Lot 4A of Outdoor Recreation Outlet – Lot 4 Amended; thence S89°54'03"W 190 feet, more or less, to the center line of the Jordan River; thence along the center line of the Jordan River in the following 27 courses to a point on the North Section Line of the Northeast Quarter of Section 9, T. 1 N., R. 1 W., SLB & M; 1) N39°06'14"W 120 feet 2) N5°23'29"W 324 feet 3) N33°32'55"W 113 feet 4) N72°13'43"W 126 feet 5) N77°08'08"W 150 feet 6) N23°17'18"W 97 feet 7) N10°34'56"E 331 feet 8) N21°44'18"W 270 feet 9) N46°16'11"W 226 feet 10) N76°18'46"W 326 feet 11) N83°13'04"W 542 feet 12) N48°19'46"W 295 feet 13) N13°12'23"W 286 feet 14) N7°32'20"E 321 feet 15) N42°24'34"E 235 feet 16) N6°48'13"E 93 feet 17) N39°17'34"W 668 feet 18) N29°02'07"W 586 feet 19) N17°56'46"W 321 feet 20) N55°07'06"W 164 feet 21) N76°07'49"W 270 feet 22) N26°00'12"W 195 feet 23) N3°30'11"W 349 feet 24) N32°22'46"W 297 feet 25) N57°06'58"W 371 feet 26) N50°58'27"W 233 feet 27) N11°13'13"W 94.619 feet; thence S89°45'51"E 2,533 feet, more or less, along said North Section Line of the Northeast Quarter of Section 9, T. 1 N., R. 1 W. and the North Section line of the Northwest Quarter of Section 10, T. 1 N., R. 1 W., SLB & M, said point also being on the East right-of-way line of the Legacy Parkway; thence N3°14'14"W 1,001.682 feet along said East right-of-way line to a point on the North line of Lot 4 of the Wasatch Front Industrial Park Plat A; thence S89°45'51"E 871.973 feet to the Northeast Corner of Lot 3 of said Wasatch Front Industrial Park Plat A; thence S0°46'50"E 5.078 feet to the Southwest corner of Lot 415 of Foxboro South Plat 4; thence N89°36'46"E 500.00 feet to the Southeast corner of Lot 421 of said Foxboro South Plat 4; thence N0°46'50"W 327.38 feet to a point on the South line of Lot 429 of said Foxboro South Plat 4; thence N89°30'18"E 905.39 feet to a point on the North line of Lot 5A of North Wood Business Center No. 2, Lot 5A Amended; thence S67°43'00"E 372.17 feet to the Northeast corner of Lot 8 of North Wood Business Center No. 2, said point also being on the West right-of-way line of Cutler Drive; thence N22°17'00"E 543.71 feet along said West right-of-way line to a point of curvature of a 270.00 foot radius curve to the left; thence Northerly 105.01 feet along the arc of said curve (delta angle is 22°17', chord length is 104.35 feet and chord bearing is N11°08'30"E); thence N0°37'35"W 3,499.93 feet along the West right-of-way line of Cutler Drive to the Northeast corner of Lot 107A of Foxboro Plat 1A Amended; thence West 399.02 feet; thence North 194.5 feet; thence East 973.80 feet to a point on the West right-of-way line of Redwood Road; thence N0°26'30"W 1,060.39 feet along said West right-of-way line to the Northeast corner of Lot 1 of Foxboro North Plat 16; thence S89°49'56"W 518.82 feet to the Northwest corner of said Lot 1, said point also being on the East right-of-way line of Cutler Drive; thence N0°37'35"W 602.54 feet along said East right-of-way line; thence N38°41'12"W 126.68 feet to a point on the North right-of-way line of 1100 North Street, said point also being the Southeast corner of Lot 102 of Foxboro North Plat 1; thence N0°37'35"W 460.02 feet to the Northeast corner of said Lot 102; thence East 597.85 feet, more or less, to a point on the West right-of-way line of Redwood Road; thence South 435.64 feet, more or less, along said West right-of-way line to the point of beginning.

Contains approx. 770.5705 acres

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget