

**PUBLIC NOTICE**

Notice is Hereby Given that the Tooele City Council & the Tooele City Redevelopment Agency of Tooele City will meet in a Work Session, on Wednesday, July 17, 2019 at the hour of 5:00 p.m. The Meeting will be Held at the Tooele City Hall Large Conference Room, located at 90 North Main Street, Tooele, Utah.

**1. Open City Council Meeting**

**2. Roll Call**

**3. Discussion:**

- **Community Cat Presentation**  
Presented by Chief Kirby
- **PAR Tax Project List**  
Presented by Darwin Cook
- **Resolution 2019-42** A Resolution of the Tooele City Council Approving the Tooele City Fee Schedule for Cemetery Fees  
Presented by Darwin Cook
- **Resolution 2019-54** A Resolution of the Tooele City Council Approving Poll Workers and Polling Locations Within Tooele City Limits  
Presented by Michelle Pitt
- **Resolution 2019-53** A Resolution of the Toole City Council Approving a Change Order with Triex Construction Corporation for Installation of a New Culinary Waterline on 1400 East  
Presented by Steve Evans
- **Property Donation** at 520 East 1400 North (Detention Basin)  
Presented by Steve Evans
- **Change of Use for the Kirk Hotel**  
Presented by Jim Bolser
- **Public Works Projects Update**  
Presented by Steve Evans
- **Resolution 2019-52** A Resolution of the Tooele City Council Approving and Ratifying a Modification to the Third-Party Public Improvement Inspection Requirement for Overlake 1L Phase 2  
Presented by Roger Baker

- **Subdivision Final Plat for Phase 1 of Lexington Greens at Overlake** by Zenith Tooele LLC for the Purpose of Creating 113 Single-Family Residential Lots at Approximately 600 West 1200 North in the R1-7 Zone  
Presented by Jim Bolser
- **RDA Resolution 2019-14** A Resolution of the Redevelopment Agency of Tooele City, Utah, Adopting an Amended Budget for Fiscal Year 2019-2020  
Presented by Mayor Debbie Winn
- **RDA Resolution 2019-07** A Resolution of the Redevelopment Agency of Tooele City, Utah, Approving a Listing Agreement with New West Realty Group for the Sale of Up to 358 Acres of RDA-Owned Property in Bauer  
Presented by Roger Baker
- **RDA Resolution 2019-11** A Resolution of the Redevelopment Agency of Tooele City, Utah, Approving a Development Agreement with M-53 Associates for 33 Acres of Land Located at Main Street and 1000 North Street  
Presented by RDA Chairman Brad Pratt

#### 4. Close Meeting

- Litigation and Property Acquisition

#### 5. Adjourn

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Michelle Y. Pitt  
Tooele City Recorder

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2113 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org), Prior to the Meeting.

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-42**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE FOR CEMETERY FEES.**

WHEREAS, Tooele City Code §1-26-1 authorizes the City Council to establish City fees by resolution for activities regulated by the City and services provided by the City; and,

WHEREAS, Utah Code §10-3-717 authorizes the City Council to exercise administrative powers, such as establishing city fees and regulating the use of city property, by resolution; and,

WHEREAS, under the Council-Mayor form of municipal government, established and governed by the Tooele City Charter (2006) and Utah Code §10-3b-201 et seq., the Mayor exercises all executive and administrative powers; however, it has been the practice of Tooele City for all fees proposed by the Mayor and City Administration to be approved by the City Council by resolution and included in a Tooele City Fee Schedule; and,

WHEREAS, the City Administration has determined that several fees currently charged related to the City Cemetery are significantly below those charged by other municipalities and, more importantly, significantly under-recover the City's costs associated with the services provided and the activities regulated, and recommends that the City Council amend Cemetery fees as shown in Exhibit A; and,

WHEREAS, where a fee relates to commodities in limited supply and for which there is a significant demand, it is appropriate for the fee to be adjusted according to market conditions; and,

WHEREAS, the proposed fees are necessary to continue to regulate activities and to provide services, and are in the best interest of the general welfare of the City and its residents and businesses:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to include the proposed Cemetery fees shown in Exhibit A attached hereto.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney



# Exhibit A

## Proposed Cemetery Fees

### Cemetery Fee Comparison As of January 14, 2019

Service	Tooele City Cemetery	Proposed New Fee	Stansbury Cemetery	Grantsville City Cemetery	Logan City Cemetery	American Fork Cemetery	Bountiful City Cemetery	Kaysville City Cemetery	Springville City Cemetery	Midvale City Cemetery	Pleasant Grove City Cemetery
Resident Grave Space	\$500.00	\$600.00	\$400.00	\$500.00	\$606.00	\$1,200.00	\$640.00	\$500.00	\$850.00	\$650.00	\$800.00
Resident Grave Space Upright	\$800.00	\$900.00							\$1,000.00		
Resident Cremation/Baby Space	\$200.00	\$250.00	\$250.00	\$250.00	\$302.00		\$250.00	\$300.00	\$500.00	\$650.00	\$800.00
Non-Resident Grave Space	\$900.00	\$1,000.00	\$800.00	\$1,500.00	\$606.00	\$1,200.00	\$940.00		\$1,660.00	\$1,200.00	\$1,600.00
Non-Resident Grave Space Upright	\$1,200.00	\$1,300.00									
Non -Resident Cremation/Baby	\$300.00	\$300.00	\$400.00						\$2,010.00		
<b>OPENING &amp; CLOSING FEES</b>											
Resident Open & Close	\$200.00	\$300.00	\$450.00	\$300.00	\$501.00	\$600.00	\$525.00	\$500.00	\$350.00	\$900.00	\$700.00
Resident Open & Close-Cremation/Baby	\$150.00	\$200.00	\$150.00	\$300.00	\$222.00	\$200.00	\$150.00	\$250.00	\$250.00	\$400.00	\$250.00
Non-Resident Open & Close	\$250.00	\$300.00	\$450.00	\$600.00	\$501.00	\$850.00	\$1,800.00	\$2,650.00	\$650.00		\$1,300.00
Non-Res Open & Close-Cremation/Baby	\$200.00	\$200.00	\$150.00		\$222.00	\$400.00	\$300.00	\$1,800.00	\$300.00		\$400.00
<b>SATURDAY &amp; AFTER HOUR FEES</b>											
Resident After Hour Fee	\$200.00	SAME			\$240/hr	\$250.00	\$200/hr		\$100.00		\$350.00
Non Resident After Hour Fee	\$200.00	SAME							\$150.00		\$350.00
Resident Saturday Fee	\$300.00	SAME	\$100/\$200	\$150.00	\$513.00		\$350.00	\$75.00	\$250.00	\$200.00	\$350.00
Non-Resident Saturday Fee	\$400.00	\$300.00		\$300.00				\$150.00	\$300.00		
<b>OTHER FEES</b>											
Headstone Setting Permit	\$50.00	SAME					\$20/\$100 Raised	\$150.00			
Resident Certificat Transfer	\$30.00	\$50.00	\$50.00		\$60.00	\$50.00	\$50.00		\$25.00		\$50.00
Non-Resident Certificate Fee		SAME	\$75.00				\$100.00		\$50.00		\$500.00
<b>DISINTERMENT</b>											
Resident Disinterment - Adult	\$1,000.00	SAME	\$1,600.00	\$1,000.00	\$1,200.00	\$1,500.00	\$900.00		\$1,250.00		\$1,400.00
Resident Disinterment cremations	\$90.00	\$500.00	\$800.00	\$500.00	\$600.00	\$1,000.00	\$400.00		\$650.00		\$1,400.00

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-54**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING POLL WORKERS AND POLLING LOCATIONS WITHIN TOOELE CITY LIMITS**

WHEREAS, Utah Code Annotated (UCA) Chapter 20a-5 mandates that an election officer shall designate poll workers and polling locations for each voting precinct in a jurisdiction; and,

WHEREAS, UCA Chapter 20a-5 also mandates that the election officer shall obtain the approval of the county or municipal legislative body or local district governing board for those poll workers and polling locations; and,

WHEREAS, several poll workers have been designated, and are attached as part of Exhibit 1; and

WHEREAS, Tooele County has elected to vote by mail, however, several polling locations, or voting centers have been designated, and are attached as part of Exhibit 1:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City poll workers and polling places as shown on Exhibit 1, which is attached hereto and made a part hereof, are hereby approved.

This Resolution shall be effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

**EXHIBIT 1**

**DESIGNATED POLL WORKERS  
AND  
DESIGNATED POLLING LOCATIONS**

**Designated Poll Workers:**

Philip Parish  
Chris Holland  
Cheryl Caldwell  
Katie Redmond  
Valerie Shumway  
Tamara Hutchins  
Carla Chamberlain  
Lindsay Critchlow  
Joan Parkinson  
RaNae Blaisure  
Tammy Wright  
Sherlene Lawton  
Susan Howard  
Barbara Lemmon  
Amber Greenup  
Roseann Crabtree  
Lee Lemmon  
Margie Jensen  
Ruth Mott  
Caroline Shields  
Judy Fowler  
Kathy Gilson  
Colleen Johnson  
Susan Kroff  
Debbie Smart  
Marilyn Christiansen  
Aubrey Taron  
Kathy Gilson  
Linda McBeth

**Designated Polling Locations/Vote Centers:**

Tooele County Clerk's Office, 47 South Main, Tooele, Utah  
Tooele County Building, 47 South Main, Tooele, Utah  
Middle Canyon Elementary, 751 East 1000 North, Tooele, Utah  
Stansbury High School, 5300 North Stallion Way, Stansbury Park, Utah

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**TOOELE CITY CORPORATION**

**RESOLUTION 2019-53**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CHANGE ORDER WITH TRIEX CONSTRUCTION CORPORATION FOR INSTALLATION OF A NEW CULINARY WATERLINE ON 1400 EAST.**

WHEREAS, the City Administration has determined that it is necessary to install an additional 10-inch diameter waterline along 1400 East, south of Skyline Drive, for the purpose of maintaining functionality and efficiency of the culinary water system; and,

WHEREAS, the City has a roadway improvement project for the same segment of 1400 East scheduled for completion summer 2019; and,

WHEREAS, it is the best interest of the City to install the waterline prior to the roadway improvement project to avoid cutting and patching a newly-improved road; and,

WHEREAS, by Resolution 2019-43 Tooele City recently entered into a contract with Triex Construction for the 2019 Culinary Water Improvement Project; and,

WHEREAS, Triex has provided a cost estimate of Sixty-six Thousand Three Hundred Thirty-three Dollars and Seventy-one Cents (\$66,333.71) for installation of the 1400 East waterline (see attached Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of 5% of the bid amount, approximately Three Thousand Three Hundred Dollars (\$3,300.00), as contingency for change orders for changed conditions that may arise during the Project, as reviewed and authorized by the Mayor; and,

WHEREAS, the Project is to be funded using Tooele City water revenue sources:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign a change order attached hereto as Exhibit B with Triex Construction Corporation for the 1400 East waterline scope of work for a sum not to exceed Sixty-six Thousand Three Hundred Thirty-three Dollars and Seventy-one Cents (\$66,333.71), plus an additional Three Thousand Three Hundred Dollars (\$3,300.00) contingency (5%), which may be used as necessary for changed conditions at the direction of the Mayor.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

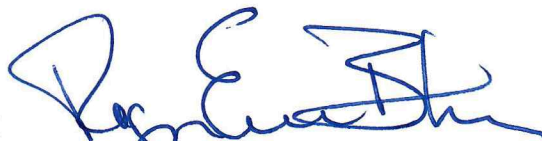
_____	_____
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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:



Roger Evans Baker, Tooele City Attorney



# Exhibit A

## Cost Estimate



# Quote

*We Organize and Empower Quality Solutions in a Sustainable and Safe Environment*

Date: 6/28/2019  
Estimate: 19-051  
Expiration Date: 7/28/2019

Estimator	Job	Payment Terms	Due Date
John Belcher	Tooele - 1400 East Water Main 10"		

Qty	Description	Unit Price	Line Total
1	Mobilization	\$ 4,600.00	4,600.00
800	10" Culinary Waterline (Finish to to Road Base Road Surface - No Asphalt)	\$ 56.94	45,550.40
1	10" Mainline Connections	\$ 1,109.71	1,109.71
1	10" Mainline Hot Tap Connection	\$ 3,611.85	3,611.85
2	Furnish and Install 10" Diameter Gate Valve	\$ 2,864.85	5,729.70
300	Asphalt T-Patch - Main Line (At Connections in Main Road)	\$ 5.25	1,575.00
5	Soil Testing	\$ 360.01	1,800.05
300	Asphalt Prep	\$ 1.73	519.00
100	Saw Cut Asphalt	\$ 3.23	323.00
1	Traffic Control	\$ 1,515.00	1,515.00
		Subtotal	
		Sales Tax	
		Total	66,333.71

This is a quotation on the goods named, subject to the conditions noted below: Excludes: All Concrete Paving or patching, vapor barrier, Asphalt Paving or Patching, Base for Asphalt, Landscaping, Topsoil, Natural Gas Line, Shoring, Testing, Special Inspections, Engineering, Staking, Layout, Fee's and Permitting. Only items and quantities listed are included in the estimate. Upon acceptance, this estimate will become part of the final contract documents.  
To accept this quotation, sign here and return:

*Thank you for your business!*

## Exhibit B

Change Order No. 1

DOCUMENT 00530

CHANGE ORDER

No. 01

PROJECT: 2019 Culinary Water Improvement Project DATE OF ISSUANCE: July 18, 2019  
OWNER: Tooele City Corporation OWNER's Project No. 2019-53  
CONTRACTOR: Triex Construction Corporation

You are directed to make the following changes in the Contract Documents.

Description: Install Estimated 800 L.F. 10" dia. culinary waterline within 1400 East

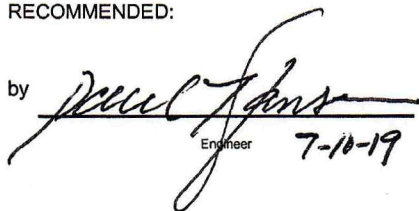
Purpose of Change Order: Maintain system functionality and efficiency of the culinary water system

Attachments: (List of documents supporting change) See Attached Exhibit A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$569,113.62	Original Contract Time Substantial - 9/30/19 Final 10/4/19
Previous Change Orders No. <u>0</u> to No. <u>0</u>	Net Change from Previous Change Orders 0
Contract Price Prior to this Change Order \$569,113.62	Contract Time Prior to this Change Order Substantial - 9/30/19 Final 10/4/19
Net Increase (Decrease) of this Change Order \$66,333.71	Net Increase (Decrease) of this Change Order 7
Contract Price with all Approved Change Orders \$635,447.33	Contract Time with all Approved Change Orders Substantial - 10/7/19 Final 10/11/19 days or date

RECOMMENDED:

by

  
Engineer 7-10-19

APPROVED:

by

\_\_\_\_\_

Owner

APPROVED:

by

\_\_\_\_\_

Contractor

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-52**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A MODIFICATION TO THE THIRD-PARTY PUBLIC IMPROVEMENT INSPECTION REQUIREMENT FOR OVERLAKE 1L PHASE 2.**

WHEREAS, Tooele City and the Developer Parties executed a Settlement Agreement, effective August 6, 2014, to end protracted litigation between the parties; and,

WHEREAS, Section 8 of the Settlement Agreement requires the City to allow, and the Developer Parties to utilize, the services of third-parties to inspect public improvements construction in all Overlake developments constructed by the Developer Parties; and,

WHEREAS, Perry Homes is in the process of obtaining approval for its Overlake 1L phase 2 subdivision, and has requested the opportunity to waive Section 8 for the limited purpose of this subdivision and for City inspectors to perform their normal inspection function, and including the payment of the City's public improvement inspection fees; and,

WHEREAS, the proposed Limited Waiver agreement is attached as Exhibit A; and,

WHEREAS, the City Administration recommends approval of the Limited Waiver inasmuch as it will allow City inspectors to verify the proper installation and construction of all Overlake 1L phase 2 public improvements for City ownership and long-term maintenance:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Limited Waiver document attached as Exhibit A is hereby approved and ratified as being in the best interest of the City, and that the Mayor is hereby authorized to execute the same.

This Resolution shall be effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

Exhibit A

Limited Waiver

**WAIVER OF SECTION 8 OF OVERLAKE LITIGATION SETTLEMENT AGREEMENT  
WITH RESPECT O PHASE 2 OF OVERLAKE PHASE 1L**

This Limited Waiver of Settlement Agreement (this "Limited Waiver") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and among L.H. Perry Investments, LLC and Perry Homes, Inc. (the "Waiving Parties") and Tooele City (the "City"). All defined terms not otherwise defined herein shall have the meanings ascribed thereto in that certain Settlement Agreement related to the Overlake Development dated August 6, 2014 to which the Waiving Parties and the City are parties (the "Settlement Agreement").

WHEREAS the City and the Waiving Parties desire by this Limited Waiver to waive the applicability of Section 8 of the Settlement Agreement to that certain real property planned to be developed by the Waiving Parties and commonly known as Phase 2 of Overlake Phase 1L as is further defined on EXHIBIT A, attached hereto (the "1L Phase 2 Property").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Waiving Parties and the City agree as follows:

1. Paragraph 8 of the Settlement Agreement shall be inapplicable to the 1L Phase 2 Property. Instead, the inspections of all public improvements installed by the Waving Parties at the 1L Phase 2 Property shall be subject to the regular public improvement inspection regime (including the payment of public improvement inspection fees) established by the City. There shall be no third-party inspections of the public improvements installed at the 1L Phase 2 Property.
2. Except for the waiver of Paragraph 8 of the Settlement Agreement with respect to the 1L Phase 2 Property, the Settlement Agreement remains in full force and effect. In the event of a conflict between the Settlement Agreement and this Limited Waiver, the provisions of this Limited Waiver shall govern.

IN WITNESS WHEREOF, the Parties have executed this Limited Waiver effective as the date first written above.

**PERRY HOMES, INC.**

**L.H. PERRY INVESTMENTS, LLC**

By: \_\_\_\_\_  
William O. Perry, IV, Legal Counsel

By: \_\_\_\_\_  
William O. Perry, IV, Manager

**TOOELE CITY**

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
ATTEST: City Recorder



EXHIBIT A  
THE PROPERTY

# OVERLAKE ESTATES 1L

## SUBDIVISION PHASE 2

### FINAL PLAT

#### TOOELE CITY

LOCATED IN THE NE $\frac{1}{4}$  OF SECTION 17,  
T3S, R4W, S.L.B.&M.



### SURVEYOR'S CERTIFICATE

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have also subdivided said tract of land into lots, streets, and easements, hereafter to be known as:

### OVERLAKE ESTATES 1L SUBDIVISION Phase 2

and that the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewellyn  
Professional Land Surveyor  
Certificate No. 10516507

Date \_\_\_\_\_

### BOUNDARY DESCRIPTION

A portion of the NE $\frac{1}{4}$  of Section 17, Township 3 South, Range 4 West, Salt Lake Base & Meridian, located in Tooele, Utah, more particularly described as follows:

Beginning at the northwest corner of Phase 1L, OVERLAKE ESTATES Subdivision, according to the Official Plat thereof on file in the Office of the Tooele County Recorder, said corner being located S89°42'26"W along the Section line 690.02 feet from the Northeast Corner of Section 17, T3S, R4W, S.L.B.&M.; thence along said plat the following 3 (three) courses and distances: (1) South 157.69 feet; thence (2) S05°46'05"E 60.31 feet; thence (3) South 102.00 feet; thence N84°22'34"W 73.81 feet; thence S89°42'26"W 72.55 feet; thence S89°42'27"W 560.88 feet; thence S00°16'25"E 164.93 feet; thence N89°43'35"E 28.00 feet; thence S00°16'25"E 76.40 feet; thence S89°43'35"W 171.00 feet; thence N00°16'25"W 11.28 feet; thence S89°42'26"W 105.00 feet; thence S89°42'26"W 562.00 feet; thence N89°42'26"E 950.41 feet; thence South 20.00 feet to the point of beginning.

Contains: 8.70 acres +/-  
31 LOTS

### OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS

### OVERLAKE ESTATES 1L SUBDIVISION PHASE 2

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL STREETS AND OTHER PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO TOOELE CITY AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

Printed Name: William O. Perry Printed Name: \_\_\_\_\_

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

### LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH  
S.S.  
COUNTY OF \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF \_\_\_\_\_, WHO IN SAID STATE OF UTAH, \_\_\_\_\_ IN SAID STATE OF UTAH, \_\_\_\_\_ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE \_\_\_\_\_ OF PERRY DEVELOPMENT L.L.C. A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: \_\_\_\_\_ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN \_\_\_\_\_ COUNTY

MY COMMISSION No. \_\_\_\_\_ PRINTED FULL NAME OF NOTARY \_\_\_\_\_

## OVERLAKE ESTATES 1L SUBDIVISION PHASE 2 - FINAL PLAT

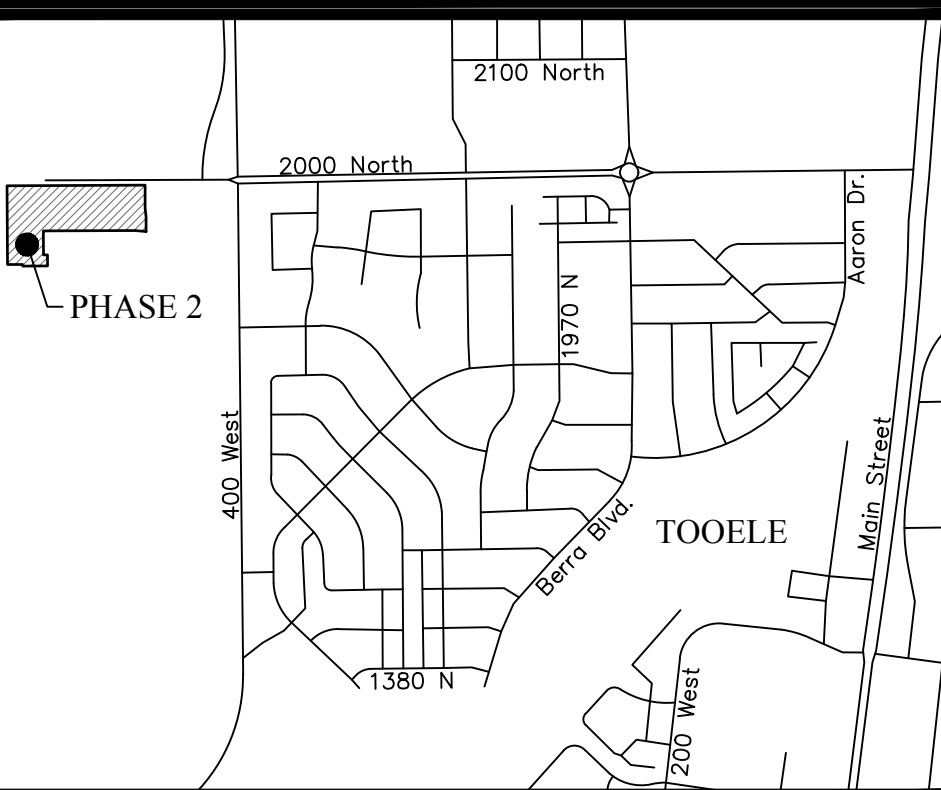
LOCATED IN THE NE $\frac{1}{4}$  OF SECTION 17,  
T3S, R4W, S.L.B.&M.

TOOELE CITY, TOOELE COUNTY, UTAH

### TOOELE COUNTY RECORDER

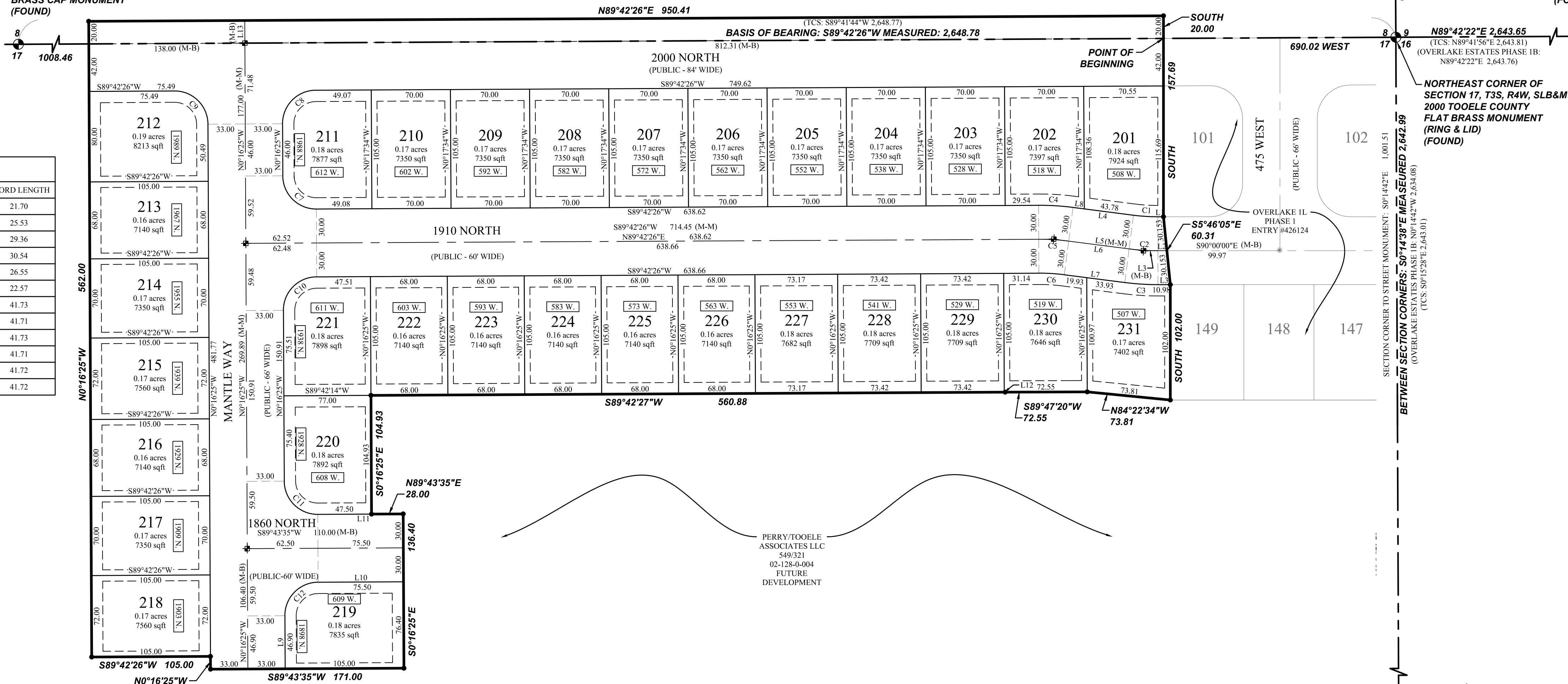
RECORDED NO. \_\_\_\_\_  
STATE OF UTAH, COUNTY OF TOOELE, RECORDED & FILED AT THE REQUEST OF \_\_\_\_\_  
DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

\$\$\$ TOOELE COUNTY RECORDER



VICINITY MAP  
N.T.S.

**NORTH  $\frac{1}{4}$  CORNER OF SECTION 17, T3S, R4W, SLB&M 1981 TOOELE COUNTY BRASS CAP MONUMENT (FOUND)**



CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	170.00	7°19'11"	21.72	S86°20'24"E	21.70
C2	200.00	7°19'11"	25.55	S86°20'24"E	25.53
C3	230.00	7°19'11"	29.38	N86°20'24"W	29.36
C4	230.00	7°36'46"	30.56	S86°29'11"E	30.54
C5	200.00	7°36'46"	26.57	N86°29'11"W	26.55
C6	170.00	7°36'46"	22.59	N86°29'11"W	22.57
C7	29.50	90°01'10"	46.35	S45°17'00"E	41.73
C8	29.50	89°58'50"	46.33	S44°43'00"W	41.71
C9	29.50	90°01'10"	46.35	N45°17'00"W	41.73
C10	29.50	89°58'50"	46.33	S44°43'00"W	41.71
C11	29.50	90°00'00"	46.34	S45°16'25"E	41.72
C12	29.50	90°00'00"	46.34	S44°43'35"W	41.72

LINE	DIRECTION	LENGTH
L1	N90°00'00"E	4.92
L2	N90°00'00"W	7.95
L3	N90°00'00"W	10.98
L4	S90°00'00"W	20.74
L5	S82°40'49"E	53.86
L6	S82°40'49"E	79.96
L7	S82°40'49"E	53.86
L8	S82°40'49"E	10.08
L9	N00°16'25"W	46.90
L10	S89°43'35"W	75.50
L11	S89°43'35"W	47.50

- NOTES:
- #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS, NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
  - ALL LOTS SUBJECT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR OVERLAKE 1L SUBDIVISION.
  - P.U. & D.E.=PUBLIC UTILITY AND DRAINAGE EASEMENT

**LEGEND**

- BOUNDARY LINE
- - - P.U.&D.E. (SEE DETAIL)
- CENTERLINE
- - - LOT LINE
- - - EASEMENT LINE
- ⊕ SECTION MONUMENT (FOUND)
- ⊕ STREET MONUMENT (TO BE SET)

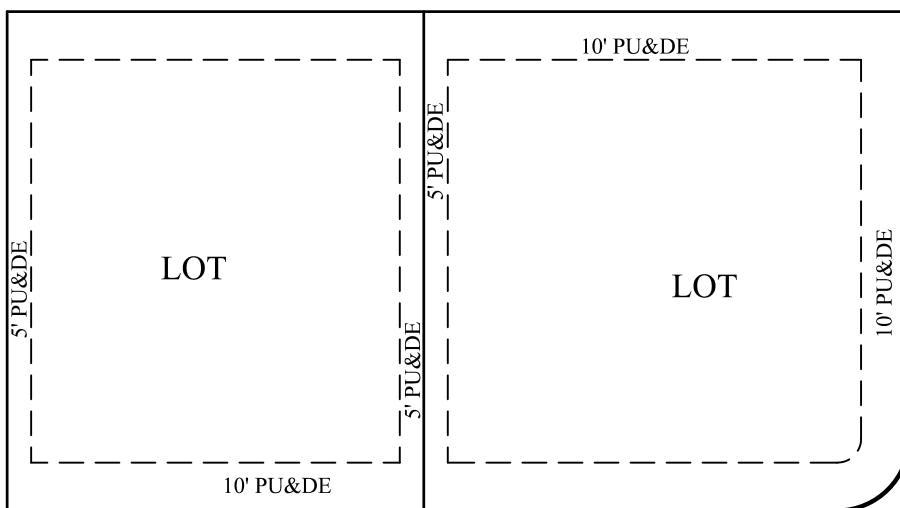
**PREPARED BY**  
**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
12 WEST CENTER STREET  
MIDVALE, UTAH 84047 PH: (801) 552-0975  
www.focusutah.com

**PREPARED FOR**  
**PERRY HOMES**  
17 EAST WINCHESTER ST., SUITE 200  
MURRAY, UT 84107  
PH: 801-264-8800

**COUNTY TREASURER**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_ BY THE TOOELE COUNTY TREASURER.

TOOELE COUNTY TREASURER



PUBLIC STREET  
**TYPICAL PUBLIC UTILITY & DRAINAGE EASEMENTS**  
N.T.S.

**QUESTAR GAS**

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

QUESTAR GAS COMPANY  
BY - \_\_\_\_\_  
TITLE - \_\_\_\_\_

**ROCKY MOUNTAIN POWER**

ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRICAL UTILITIES SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-469-3981.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

ROCKY MOUNTAIN POWER  
BY - \_\_\_\_\_  
TITLE - \_\_\_\_\_

**PLANNING COMMISSION**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_ BY THE TOOELE CITY PLANNING COMMISSION.

CHAIRMAN, TOOELE CITY PLANNING COMMISSION

**COUNTY HEALTH DEPARTMENT**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_ BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY HEALTH DEPARTMENT

**CITY ENGINEER**

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

CITY ENGINEER

**COMMUNITY DEVELOPMENT**

APPROVED AS TO FORM ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

TOOELE CITY COMMUNITY DEVELOPMENT

**COUNTY SURVEY DEPARTMENT**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_ BY THE TOOELE COUNTY SURVEY DEPARTMENT.

TOOELE COUNTY SURVEY DIRECTOR

**CITY ATTORNEY**

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

TOOELE CITY ATTORNEY

**CITY COUNCIL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_ BY THE TOOELE CITY COUNCIL.

ATTEST: CITY RECORDER

**TOOELE COUNTY RECORDER**



**STAFF REPORT**

July 3, 2019

**To:** Tooele City Planning Commission  
Business Date: July 10, 2019

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, City Planner / Zoning Administrator

**Re: Lexington Greens Phase 1 – Final Plat Subdivision Request**

Application No.: P19-350  
Applicant: Zenith Tooele LLC  
Project Location: Approximately 600 West 1200 North  
Zoning: R1-7 Residential Zone  
Acreage: 86.3 Acres (Approximately 3,759,228 ft<sup>2</sup>)  
Request: Request for approval of a Final Plat Subdivision in the R1-7 Residential zone regarding the creation of 113 single-family residential lots.

**BACKGROUND**

This application is a request for approval of a Final Plat Subdivision for approximately 86.3 acres located at approximately 600 West 1200 North. The property is currently zoned R1-7 Residential. The applicant is requesting that a Final Plat Subdivision be approved to allow for the subdivision and subsequent development of the 86 acre parcel into 113 single-family residential lots.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R1-7 zone is to “provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City’s residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single family dwellings, two-family dwellings and multi-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.” The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. Properties to the north, south, and east are currently zoned R1-7 and are largely vacant properties. Properties to the east are zoned R1-7 and P (Overlake) and are developed as single-family lots or in process of developing. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

*Subdivision Layout.* Phase 1 of Lexington Greens at Overlake proposes the creation of 113 new single-family residential lots. Each lot meets or exceeds the zoning requirements of the R1-7 Residential zone regarding lot size, lot width and lot frontages.

Access to the new subdivision will be primarily from 400 West and Franks Drive, existing public rights-

of-way. There will stubs for future connections with neighboring developments at the north west corner of the subdivision and at the south near the park.

Landscaping. The proposed subdivision phase will contain various open space parcels ranging in size from 3.9 acres down to .23 acres. Some of the landscaping will be occurring along 400 West and Franks Drive. The parcels will be predominantly landscaped with Buffalo Sod, a more drought tolerant and heat hardy grass with trees and shrubs scatters in key junctions, entries and exits of the parcels. The areas will include an in-ground irrigation system. All open spaces within the proposed development shall be maintained by a development HOA.

A Conditional Use Permit was approved by the Planning Commission permitting the large 3.9 acre “private” park on Wednesday, May 8, 2019.

There is a .77 acre storm water detention basin at the north west corner of the subdivision. This detention basin will be landscaped, irrigated and maintained in similar manner as other open space parcels within the development.

Fencing. At the April 24, 2019 Planning Commission meeting where the Lexington Greens Preliminary Plan was recommended for approval, the Planning Commission was concerned about fencing lot adjacent to 400 West and Franks Drive, considering these lots to be double frontage lots. Staff’s position was, due to the depth of the landscaping buffers between the property lines and the right-of-way lines that these lots did not constitute double fronting lots. The Planning Commission still determined that fencing on these lots adjacent to 400 West and Franks Drive was necessary and appropriate and added a condition requiring “**fencing for the project along 400 West for continuity of fencing with other subdivisions and within the City Code requirements for fencing.**” Dominant fencing along 400 West is 6 foot solid vinyl fencing. It should be noted that Providence Phase 2 will also be installing 6 foot solid vinyl fencing. Therefore, in order to be compliant with conditions of the preliminary plan approval all lots with frontage along 400 West shall include 6 foot solid vinyl fencing. All fencing associated with the Lexington Greens At Overlake Subdivision shall be privately owned and maintained.

Previous Conditions of Approval. During the Preliminary Plan review stage for this subdivision request, the Planning Commission & City Council placed conditions on that approval of the request. Those conditions were as follows:

1. Fencing for the project along 400 West for continuity of fencing with other subdivisions and within the City Code requirements for fencing

Criteria For Approval. The procedure for approval or denial of a Subdivision Preliminary Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-10 and 11 of the Tooele City Code.

## **REVIEWS**

Planning Division Review. The Tooele City Planning Division has completed their review of the Final Plat Subdivision submission and has issued a recommendation for approval for the request with the following proposed conditions:

1. The Developer shall submit a revised site plan to Tooele City that includes fencing details and specifications for all lots with double frontages onto 400 West as per Planning Commission and City Council condition of approval. Those fencing details have not been provided as of the date the staff report was written.

Engineering Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Final Plat Subdivision submission and have issued a recommendation for approval for the request.

### **STAFF RECOMMENDATION**

Staff recommends approval of the request for a Final Plat Subdivision by Zenith Tooele LLC, application number P19-350, subject to the following conditions:

1. That all requirements of the Tooele City Engineering and Public Works Divisions shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.
5. The Developer shall install 6 foot solid vinyl fencing on all double fronting lots adjacent to 400 West that shall be privately owned and maintained. The Developer shall also submit a revised site plan to Tooele City that includes fencing details and specifications for all lots with double frontages onto 400 West.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Lexington Greens Phase 1 Final Plat Subdivision Request by Zenith Tooele LLC for the purpose of creating 113 single-family residential lots near 600 West 1200 North, application number P19-350, based on the findings and subject to the conditions listed in the Staff Report dated July 3, 2019:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Lexington Greens Phase 1 Final Plat Subdivision Request by Zenith Tooele LLC for the purpose of creating 113 single-family residential lots near 600 West 1200 North application number P19-350, based on the following findings:”

1. List any findings...

**EXHIBIT A  
MAPPING PERTINENT TO THE LEXINGTON GREENS PHASE 1 FINAL PLAT  
SUBDIVISION**

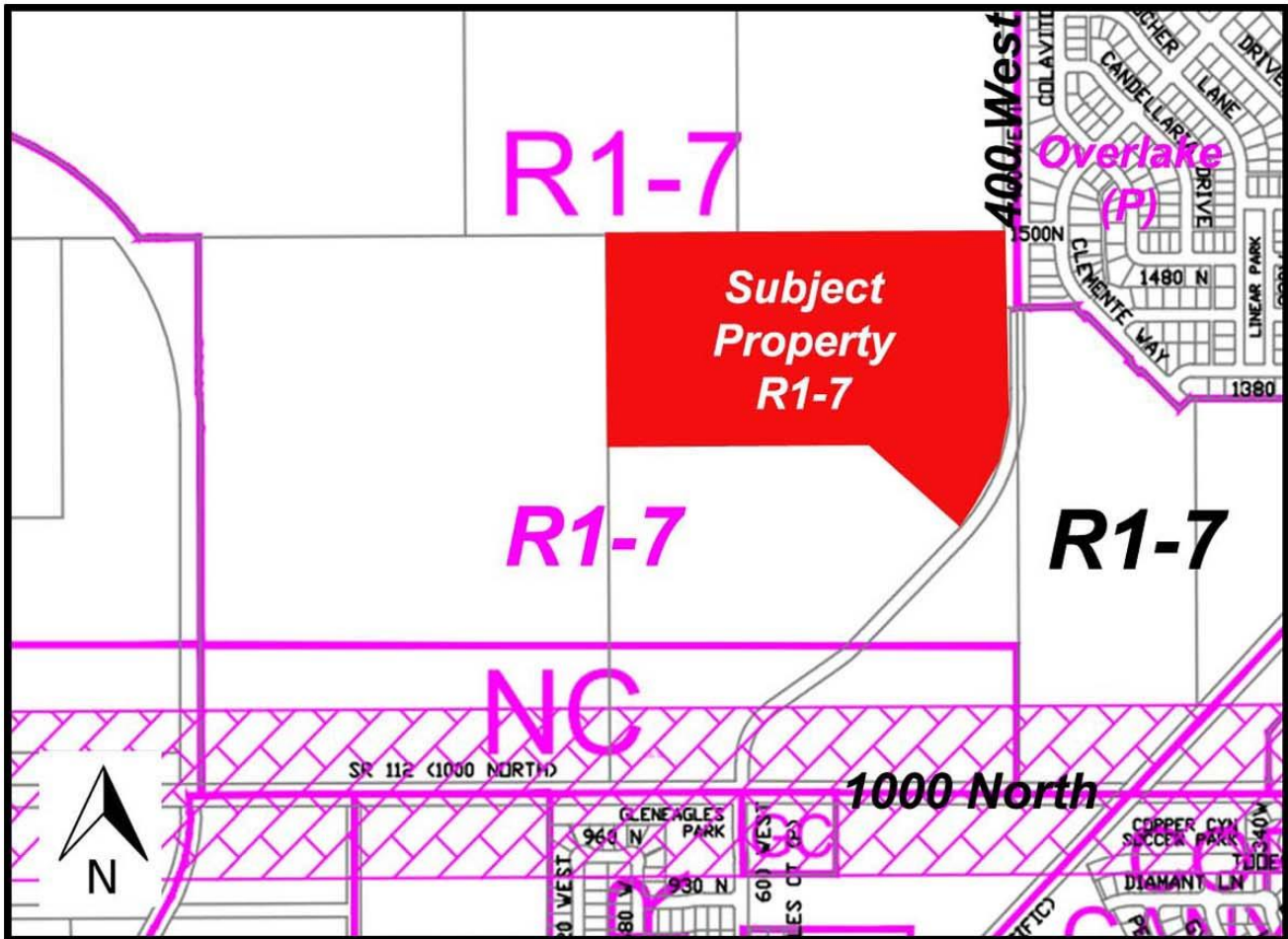
***Lexington Greens at Overlake Phase 1 Final Plat Subdivision***



***Aerial View***



**Lexington Greens at Overlake Phase 1 Final Plat Subdivision**



**Current Zoning**



***Lexington Greens at Overlake Phase 1 Final Plat Subdivision***



***Existing 400 West Fencing***

**EXHIBIT B**

**PROPOSED DEVELOPMENT PLANS &  
APPLICANT SUBMITTED INFORMATION**



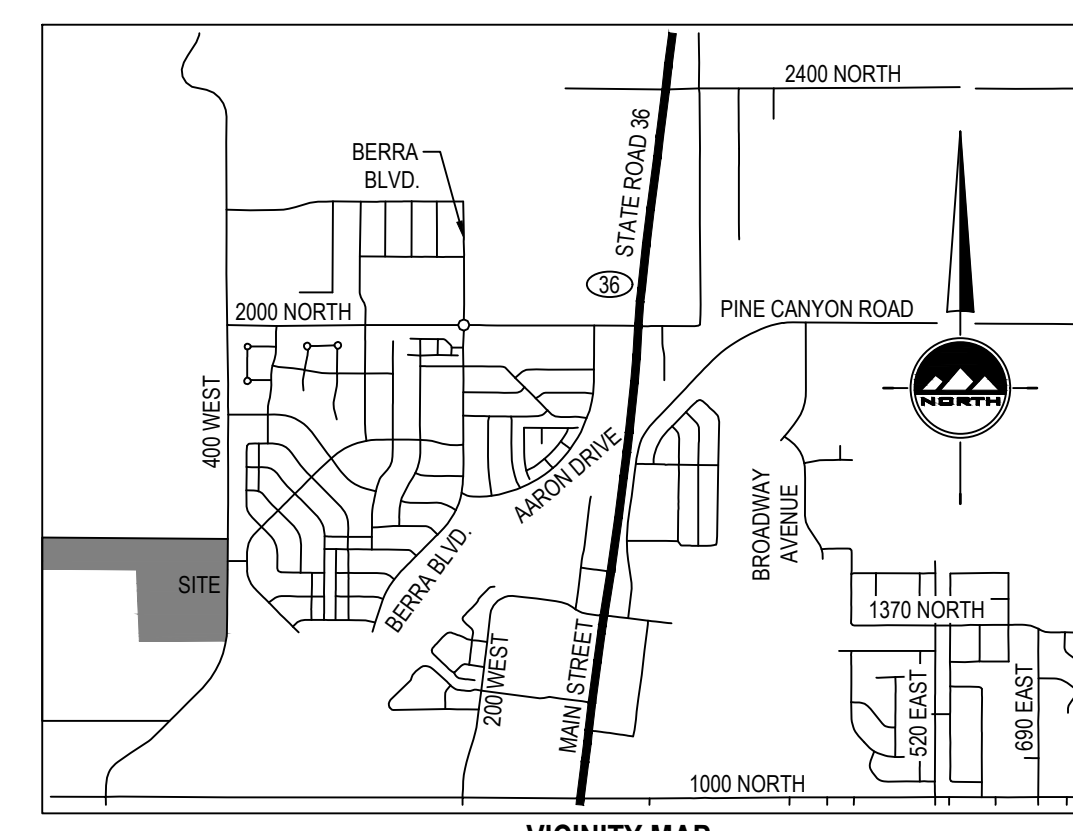
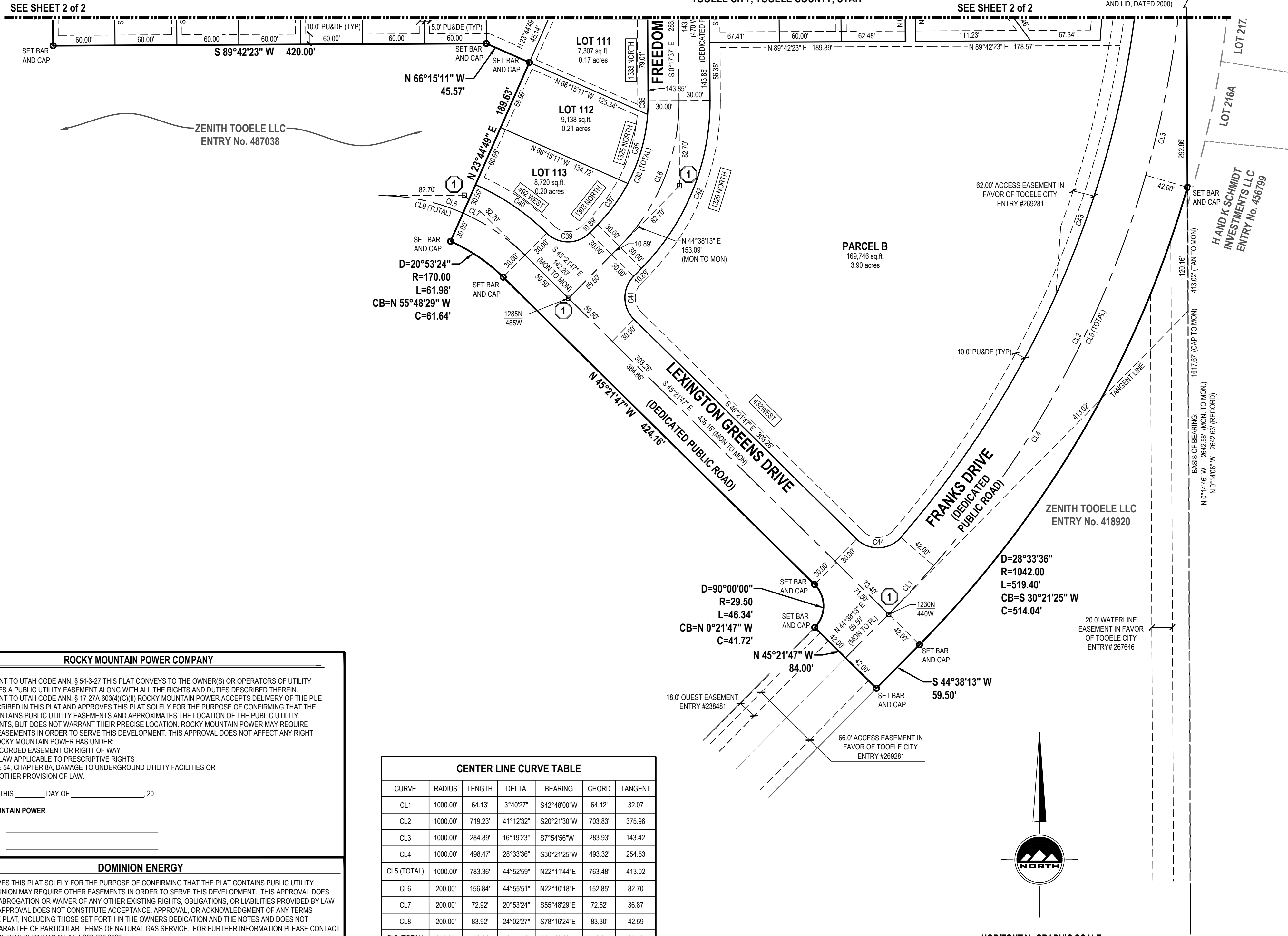
# FINAL PLAT LEXINGTON GREENS AT OVERLAKE SUBDIVISION PHASE 1

LOCATED IN THE  
SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3  
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH

NORTHEAST CORNER OF SECTION 17,  
TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
SALT LAKE BASE AND MERIDIAN.  
(FOUND 3" BRASS TOOELE COUNTY  
SURVEYORS MONUMENT WITH RING  
AND LID, DATED 2000)

SEE SHEET 2 of 2

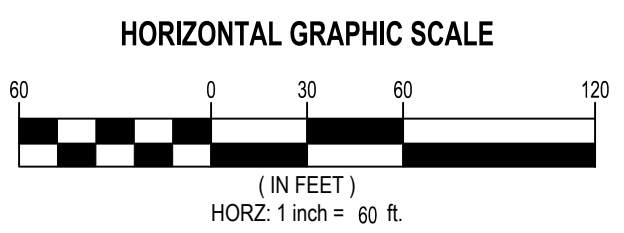
SEE SHEET 2 of 2



VICINITY MAP  
NOT TO SCALE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	TANGENT
C1	29.50	46.31	89°57'08"	N44°43'48"E	41.70	29.48
C2	29.50	46.34	90°00'00"	S45°17'37"W	41.72	29.50
C3	15.00	14.92	56°59'34"	S28°12'09"W	14.31	8.14
C4	50.00	48.39	55°26'50"	S28°58'31"W	46.52	26.28
C5	50.00	20.46	23°26'53"	S10°28'21"E	20.32	10.38
C6	50.00	35.76	40°58'29"	N42°41'02"W	35.00	18.68
C7	50.00	45.22	51°49'20"	S89°04'56"E	43.70	24.29
C8	50.00	8.58	9°49'37"	N60°05'36"E	8.57	4.30
C9 (TOTAL)	50.00	158.41	181°31'09"	N34°03'38"W	99.99	-3771.26
C10	15.00	9.04	34°31'36"	N72°26'35"E	8.90	4.66
C11	29.50	46.36	90°02'16"	S45°16'28"E	41.73	29.52
C12	29.50	46.32	89°57'42"	N44°43'32"E	41.71	29.48
C13	29.50	46.36	90°02'52"	N45°16'12"W	41.74	29.52
C14	29.50	46.31	89°57'08"	S44°43'48"W	41.70	29.48
C15	29.50	46.34	90°00'00"	N45°17'37"W	41.72	29.50
C16	29.50	46.34	90°00'00"	N44°42'23"E	41.72	29.50
C17	29.50	46.34	90°00'00"	N45°17'37"W	41.72	29.50
C18	29.50	46.34	90°00'00"	S44°42'33"W	41.72	29.50
C19	29.50	46.36	90°02'52"	N45°16'12"W	41.74	29.52
C20	29.50	46.34	90°00'00"	N44°42'23"E	41.72	29.50
C21	29.50	46.34	90°00'00"	S45°17'37"E	41.72	29.50
C22	29.50	24.89	48°19'58"	N65°32'24"E	24.15	13.24
C23	60.00	29.25	27°55'37"	N55°20'14"E	28.96	14.92
C24	60.00	52.11	49°45'29"	S85°49'13"E	50.48	27.82
C25	60.00	43.05	41°06'44"	S0°43'36"W	42.13	22.50
C26	60.00	43.05	41°06'44"	S0°43'36"W	42.13	22.50
C27	60.00	43.05	41°06'44"	S41°50'20"W	42.13	22.50
C28	60.00	49.11	46°53'40"	S85°50'32"W	47.75	26.02
C29	60.00	11.04	10°32'19"	N65°26'29"W	11.02	5.53
C30	60.00	19.07	18°12'39"	S51°03'59"E	18.99	9.62
C31 (TOTAL)	60.00	289.72	276°39'55"	N0°17'37"W	79.78	-53.40
C32	29.50	24.89	48°19'58"	N66°07'39"W	24.15	13.24
C33	29.50	46.34	90°00'00"	S44°42'23"W	41.72	29.50
C34	29.50	46.34	90°00'00"	N45°17'37"W	41.72	29.50
C35	170.00	13.29	4°28'42"	N1°56'43"E	13.28	6.65
C36	170.00	70.12	23°37'55"	N16°00'02"E	69.62	35.56
C37	170.00	49.91	16°49'14"	N36°13'36"E	49.73	25.13
C38 (TOTAL)	170.00	133.31	44°55'51"	N22°10'18"E	129.92	70.30
C39	29.50	46.34	90°00'00"	N89°38'13"E	41.72	29.50
C40	230.00	83.86	20°53'24"	S55°48'29"E	83.39	42.40
C41	29.50	46.34	90°00'00"	S0°21'47"E	41.72	29.50
C42	230.00	180.36	44°55'51"	S22°10'18"W	175.78	95.11
C43	968.00	689.02	41°12'32"	N20°21'30"E	674.27	360.17
C44	29.50	48.23	93°40'27"	N87°48'00"E	43.04	31.46

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	TANGENT
CL1	1000.00	64.13	3°40'27"	S42°48'00"W	64.12	32.07
CL2	1000.00	719.23	41°12'32"	S20°21'30"W	703.83	375.96
CL3	1000.00	284.89	16°19'23"	S7°54'56"W	283.93	143.42
CL4	1000.00	498.47	28°33'36"	S30°21'25"W	493.32	254.53
CL5 (TOTAL)	1000.00	783.36	44°52'59"	N22°11'44"E	763.48	413.02
CL6	200.00	156.84	44°56'51"	N22°10'18"E	152.85	82.70
CL7	200.00	72.92	20°53'24"	S55°48'29"E	72.52	36.87
CL8	200.00	83.92	24°02'27"	S78°16'24"E	83.30	42.59
CL9 (TOTAL)	200.00	156.84	44°56'51"	S67°49'42"E	152.85	82.70



LEGEND

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT TO BE SET
- SECTION CORNER
- SECTION LINE
- 6/8"X24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN. ENG. & LAND SURV."
- PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- ADJACENT RIGHT OF WAY LINE
- TANGENT LINE

SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. (FOUND 3" BRASS TOOELE COUNTY SURVEYORS MONUMENT WITH RING AND LID, DATED 2009)

SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. (FOUND 3" BRASS TOOELE COUNTY SURVEYORS MONUMENT WITH RING AND LID, DATED 2009)

- NOTE:
- PARCEL "A", "B", "C", "D", & "E" TO BE OPEN SPACE AND TO BE OWNED AND MAINTAINED BY LEXINGTON GREENS HOME OWNERS ASSOCIATION, INC.
  - OFFSET PINS TO BE PLACED IN TOP BACK OF CURB, 3/4" X 24" REBAR WITH YELLOW PLASTIC CAP STAMPED "ENSGN. ENG. & LAND SURV." TO BE PLACED AT ALL OTHER LOT AND BOUNDARY CORNERS

KEY NOTES

- SET STREET MONUMENT PER TOOELE CITY STANDARDS AND SPECIFICATIONS

**ROCKY MOUNTAIN POWER COMPANY**

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.

2. PURSUANT TO UTAH CODE ANN. § 17-27A-6(3)(4)(C)(V) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS. BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:

- A RECORDED EASEMENT OR RIGHT-OF-WAY
- THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
- TITLE 54, CHAPTER 9A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
- ANY OTHER PROVISION OF LAW.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

ROCKY MOUNTAIN POWER

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**DOMINION ENERGY**

DOMINION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

DOMINION ENERGY

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**TOOELE CITY COUNCIL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE TOOELE CITY COUNCIL.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST: CITY RECORDER

**DEVELOPER**  
ZENITH DEVELOPMENT LLC  
2040 MURRAY HOLLADAY ROAD, SUITE 204  
SLC, UTAH 84117  
801-428-3755

**SHEET 1 OF 3**

PROJECT NUMBER: 8260A  
MANAGER: D. KINSMAN  
DRAWN BY: C. CHLD  
CHECKED BY: D. KINSMAN  
DATE: 7/22/2019

**TOOELE**  
169 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435.843.3590  
Fax: 435.578.0108

**ENSGN**  
SALT LAKE CITY  
169 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435.843.3590  
Fax: 435.578.0108

**CELANO CITY**  
169 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435.843.3590  
Fax: 435.578.0108

**RIEHLFIELD**  
169 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435.843.3590  
Fax: 435.578.0108

**COUNTY TREASURER APPROVAL**

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE TOOELE COUNTY TREASURER.

\_\_\_\_\_

TOOELE COUNTY TREASURER

**CITY ATTORNEY'S APPROVAL**

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE CITY ATTORNEY

\_\_\_\_\_

TOOELE CITY ATTORNEY

**CITY ENGINEER'S APPROVAL**

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE CITY ENGINEER

\_\_\_\_\_

TOOELE CITY ENGINEER

**COUNTY SURVEY DEPARTMENT APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE TOOELE COUNTY SURVEY DEPARTMENT. RECORD OF SURVEY FILE #2018-0074

\_\_\_\_\_

TOOELE COUNTY SURVEY DIRECTOR

**COUNTY HEALTH DEPARTMENT APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE TOOELE COUNTY HEALTH DEPARTMENT

\_\_\_\_\_

TOOELE COUNTY HEALTH DEPT.

**COMMUNITY DEVELOPMENT APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE COMMUNITY DEVELOPMENT

\_\_\_\_\_

TOOELE CITY COMMUNITY DEVELOPMENT

**PLANNING COMMISSION APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE TOOELE CITY PLANNING COMMISSION.

\_\_\_\_\_

CHAIRMAN TOOELE CITY PLANNING COMMISSION

**SURVEYOR'S CERTIFICATE**

I, Douglas J Kinsman do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 334575 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as **LEXINGTON GREENS AT OVERLAKE SUBDIVISION PHASE 1**, and that the same has been correctly surveyed, staked, and monumented on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

**BOUNDARY DESCRIPTION**

A parcel of land, situate in the Southeast Quarter of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and in Tooele City, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the Section line, which is located South 0°14'46" East 350.10 feet along the Section line from the East Quarter Corner of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 0°14'46" East 674.81 feet along the Section line;

thence Southwesterly 519.40 feet along the arc of a 1042.00-foot radius non-tangent curve to the right (center bears North 73°55'23" West, and the long chord bears South 30°21'25" West 514.04 feet, through a central angle of 28°33'36");

thence South 44°38'13" West 59.50 feet along said easterly line;

thence North 45°21'47" West 84.00 feet to the westerly line of Frank's Drive;

thence Northwesterly 46.34 feet along the arc of a 29.50-foot radius non-tangent curve to the left (center bears North 45°21'47" West, and the long chord bears North 0°21'47" West 41.72 feet, through a central angle of 90°00'00");

thence North 45°21'47" West 424.16 feet;

thence Northwesterly 61.98 feet along the arc of a 170.00-foot radius non-tangent curve to the left (center bears South 44°38'13" West and the long chord bears North 55°48'29" West 61.84 feet through a central angle of 20°53'24");

thence North 23°44'00" East 189.63 feet;

thence North 66°15'11" West 45.57 feet;

thence South 89°42'23" West 420.00 feet;

thence North 00°17'37" West 117.00 feet;

thence North 89°42'23" East 0.25 feet;

thence North 00°17'37" West 234.00 feet;

thence North 89°42'23" East 0.25 feet;

thence North 00°17'37" West 117.00 feet;

thence South 89°42'23" West 787.45 feet;

thence North 00°14'46" West 49.54 feet;

thence South 89°45'14" West 117.00 feet;

thence North 01°44'46" West 244.37 feet, to the Quarter Section line;

thence North 89°42'23" East 1941.62 feet along the Quarter Section line, to the west line of 400 West Street;

thence South 0°14'46" East 350.10 feet along said line;

thence North 89°45'14" East 62.00 feet, to the Point of Beginning.

Parcel contains: 1,490,915 square feet, or 34.23 acres, 113 Lots, & 5 Parcels

Date July 2, 2019

Douglas J Kinsman  
License no. 334575

**OWNER'S DEDICATION AND CONSENT TO RECORD**

Know all men by these presents that the undersigned are the owner(s) of the herein described tract of land and hereby cause the same to be divided into lots, and streets together with easements as set forth hereafter to be known as:

**LEXINGTON GREENS AT OVERLAKE SUBDIVISION PHASE 1**

The undersigned owner(s) hereby dedicate to Tooele City all those parts or portions of said tract of land on said plat designated hereon as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) also hereby convey to Tooele City and to any and all public utility companies providing service to the herein described tract a perpetual, non-exclusive easement over the streets and public utility and drainage easements shown on this plat, the same to be used for drainage and for the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also hereby conveys any other easements as shown hereon to the parties indicated and for the purposes shown hereon.

In witness whereof I/we have hereunto set my / our hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

By: Zenith Tooele LLC  
Charles W. Akerlow (Managing Director)

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

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF UTAH  
County of Tooele

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, personally appeared before me, the undersigned Notary Public, in and for said County of Utah, who after being duly sworn, acknowledged to me that He/She is the \_\_\_\_\_ of \_\_\_\_\_, a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

Notary's Full Name & Commission Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_ A Notary Public Commissioned in Utah

**LEXINGTON GREENS AT OVERLAKE SUBDIVISION PHASE 1 FINAL PLAT**

LOCATED IN THE  
SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3  
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH

**TOOELE COUNTY RECORDER**

RECORDED # \_\_\_\_\_

STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

FEES \_\_\_\_\_ TOOELE COUNTY RECORDER



# LEXINGTON GREENS AT OVERLAKE PHASE 1

## FINAL PLAT

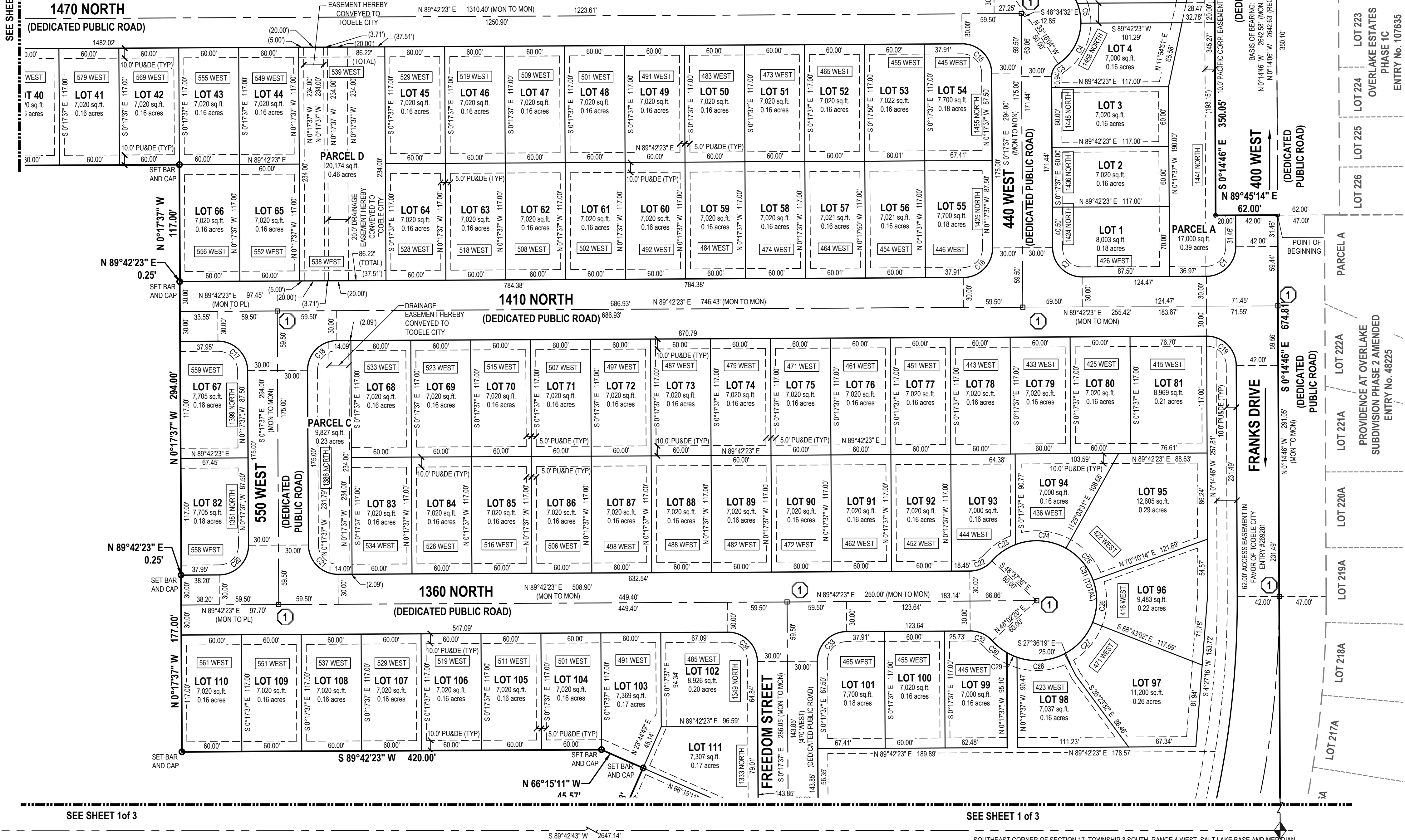
LOCATED IN THE  
SOUTHEAST CORNER OF SECTION 17  
TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH  
PERRY HOMES INC.  
ENTRY No. 418920

NORTHEAST CORNER OF SECTION 17,  
TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
SALT LAKE BASE AND MERIDIAN,  
(FOUND 3" BRASS TOOELE COUNTY  
SURVEYORS MONUMENT WITH RING  
AND LID, DATED 2000)

EAST QUARTER CORNER OF SECTION  
17, T3S, R4W, S18M FOUND 3"  
TOOELE COUNTY SURVEYOR BRASS  
MON. W/ RING & LID, DATED 2009)

CENTER LINE CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	TANGENT
CL1	1000.00'	64.13'	3°40'27"	S42°48'00"W	64.12'
CL2	1000.00'	719.23'	41°12'32"	S20°21'30"W	703.83'
CL3	1000.00'	284.89'	16°19'23"	S75°54'56"W	283.93'
CL4	1000.00'	496.47'	28°33'36"	S30°21'25"W	254.53'
CL5 (TOTAL)	1000.00'	783.36'	44°52'59"	N22°11'44"E	413.02'
CL6	200.00'	156.84'	44°55'51"	N22°10'18"E	152.85'
CL7	200.00'	72.92'	20°53'24"	S55°48'22"E	72.52'
CL8	200.00'	83.92'	24°02'27"	S78°16'24"E	83.30'
CL9 (TOTAL)	200.00'	156.84'	44°55'51"	S67°49'42"E	152.85'

SEE SHEET 3 of 3



CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	TANGENT
C1	29.50'	46.31'	89°57'08"	N44°43'48"E	41.70'	29.48'
C2	29.50'	46.34'	90°00'00"	S45°17'37"E	41.72'	29.50'
C3	15.00'	14.92'	56°59'34"	S28°12'09"W	14.31'	8.14'
C4	50.00'	48.39'	55°26'50"	S28°58'31"W	46.52'	26.28'
C5	50.00'	20.46'	23°26'53"	S10°28'21"E	20.32'	10.38'
C6	50.00'	35.76'	40°58'29"	N42°41'23"W	35.00'	18.68'
C7	50.00'	45.22'	51°49'20"	S89°04'56"E	43.70'	24.29'
C8	50.00'	8.58'	9°49'37"	N60°05'36"E	8.57'	4.30'
C9 (TOTAL)	50.00'	158.41'	181°31'09"	N34°03'38"W	99.99'	-371.26'
C10	15.00'	9.04'	34°31'36"	N72°26'35"E	8.90'	4.66'
C11	29.50'	46.36'	90°02'18"	S45°16'28"E	41.73'	29.52'
C12	29.50'	46.32'	89°57'42"	N44°43'32"E	41.71'	29.48'
C13	29.50'	46.36'	90°02'52"	N45°16'12"W	41.74'	29.52'
C14	29.50'	46.31'	89°57'08"	S44°43'48"W	41.70'	29.48'
C15	29.50'	46.34'	90°00'00"	N45°17'37"W	41.72'	29.50'
C16	29.50'	46.34'	90°00'00"	N44°42'23"E	41.72'	29.50'
C17	29.50'	46.34'	90°00'00"	N45°17'37"W	41.72'	29.50'
C18	29.50'	46.34'	90°00'00"	S44°42'23"W	41.72'	29.50'
C19	29.50'	46.36'	90°02'52"	N45°16'12"W	41.74'	29.52'
C20	29.50'	46.34'	90°00'00"	N44°42'23"E	41.72'	29.50'
C21	29.50'	46.34'	90°00'00"	S45°17'37"E	41.72'	29.50'
C22	29.50'	24.89'	48°19'58"	N65°32'24"E	24.15'	13.24'
C23	60.00'	29.25'	27°55'37"	N55°20'14"E	28.96'	14.92'
C24	60.00'	52.11'	49°45'29"	S85°49'13"E	50.48'	27.82'
C25	60.00'	43.05'	41°06'44"	S40°23'07"E	42.13'	22.50'
C26	60.00'	43.05'	41°06'44"	S0°43'36"W	42.13'	22.50'
C27	60.00'	43.05'	41°06'44"	S41°50'20"W	42.13'	22.50'
C28	60.00'	49.11'	46°53'40"	S65°50'32"W	47.75'	26.02'
C29	60.00'	11.04'	10°32'19"	N65°26'29"W	11.02'	5.53'
C30	60.00'	19.07'	18°12'39"	S51°03'59"E	18.99'	9.62'
C31 (TOTAL)	60.00'	289.72'	276°39'55"	N0°17'37"W	79.78'	-53.40'
C32	29.50'	24.89'	48°19'58"	N66°07'39"W	24.15'	13.24'
C33	29.50'	46.34'	90°00'00"	S44°42'23"W	41.72'	29.50'
C34	29.50'	46.34'	90°00'00"	N45°17'38"W	41.72'	29.50'
C35	170.00'	13.29'	4°28'42"	N1°56'43"E	13.28'	6.65'
C36	170.00'	70.12'	23°37'55"	N16°00'02"E	69.62'	35.56'
C37	170.00'	49.91'	16°49'14"	N38°13'36"E	49.73'	25.13'
C38 (TOTAL)	170.00'	133.31'	44°55'51"	N22°10'18"E	129.92'	70.30'
C39	29.50'	46.34'	90°00'00"	N89°38'13"E	41.72'	29.50'
C40	230.00'	83.86'	20°53'24"	S55°48'29"E	83.39'	42.40'
C41	29.50'	46.34'	90°00'00"	S0°21'47"E	41.72'	29.50'
C42	230.00'	180.36'	44°55'51"	S22°10'18"W	175.78'	95.11'
C43	958.00'	689.02'	41°12'32"	N20°21'30"E	674.27'	360.17'
C44	29.50'	48.23'	93°40'27"	N87°48'00"E	43.04'	31.46'

SEE SHEET 1 of 3

SEE SHEET 1 of 3

**NOTE:**

- PARCEL "A", "B", "C", "D", and "E" TO BE OPEN SPACE AND TO BE OWNED AND MAINTAINED BY LEXINGTON GREENS HOME OWNERS ASSOCIATION, INC.
- OFFSET PINS TO BE PLACED IN TOP BACK OF CURB. 3" X 24" REBAR WITH YELLOW PLASTIC CAP STAMPED "ENSGN ENG. & LAND SURV." TO BE PLACED AT ALL OTHER LOT AND BOUNDARY CORNERS

**DEVELOPER**  
ZENITH DEVELOPMENT LLC  
2040 MURRAY HOLLADAY ROAD, SUITE 204  
SALT LAKE CITY, UTAH 84117  
801-428-3755

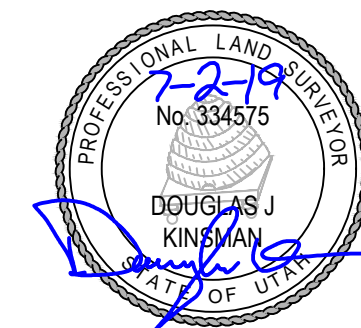
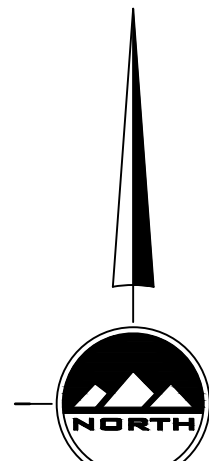
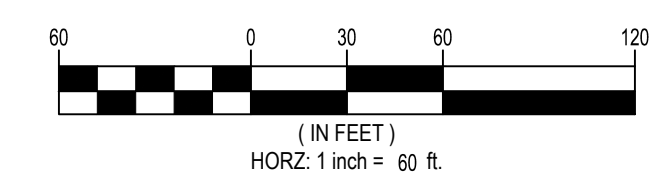
**KEY NOTES**

- SET STREET MONUMENT PER TOOELE CITY STANDARDS AND SPECIFICATIONS

**LEGEND**

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- PU&DE
- PU&DE = PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENTS

**HORIZONTAL GRAPHIC SCALE**



# LEXINGTON GREENS AT OVERLAKE PHASE 1

## FINAL PLAT

LOCATED IN THE  
SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3  
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH



**TOOELE**  
183 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435.843.3590  
Fax: 435.578.0108

**SALT LAKE CITY**  
Phone: 801.581.0308

**LAYTON**  
Phone: 801.581.1100

**CEDAR CITY**  
Phone: 435.863.1433

**RICHFIELD**  
Phone: 435.866.2983

www.ensgneng.com

**SHEET 2 of 3**

PROJECT NUMBER : 8260A  
MANAGER : D. KNSMAN  
DRAWN BY : C. CHLD  
CHECKED BY : D. KNSMAN  
DATE : 7/2/19

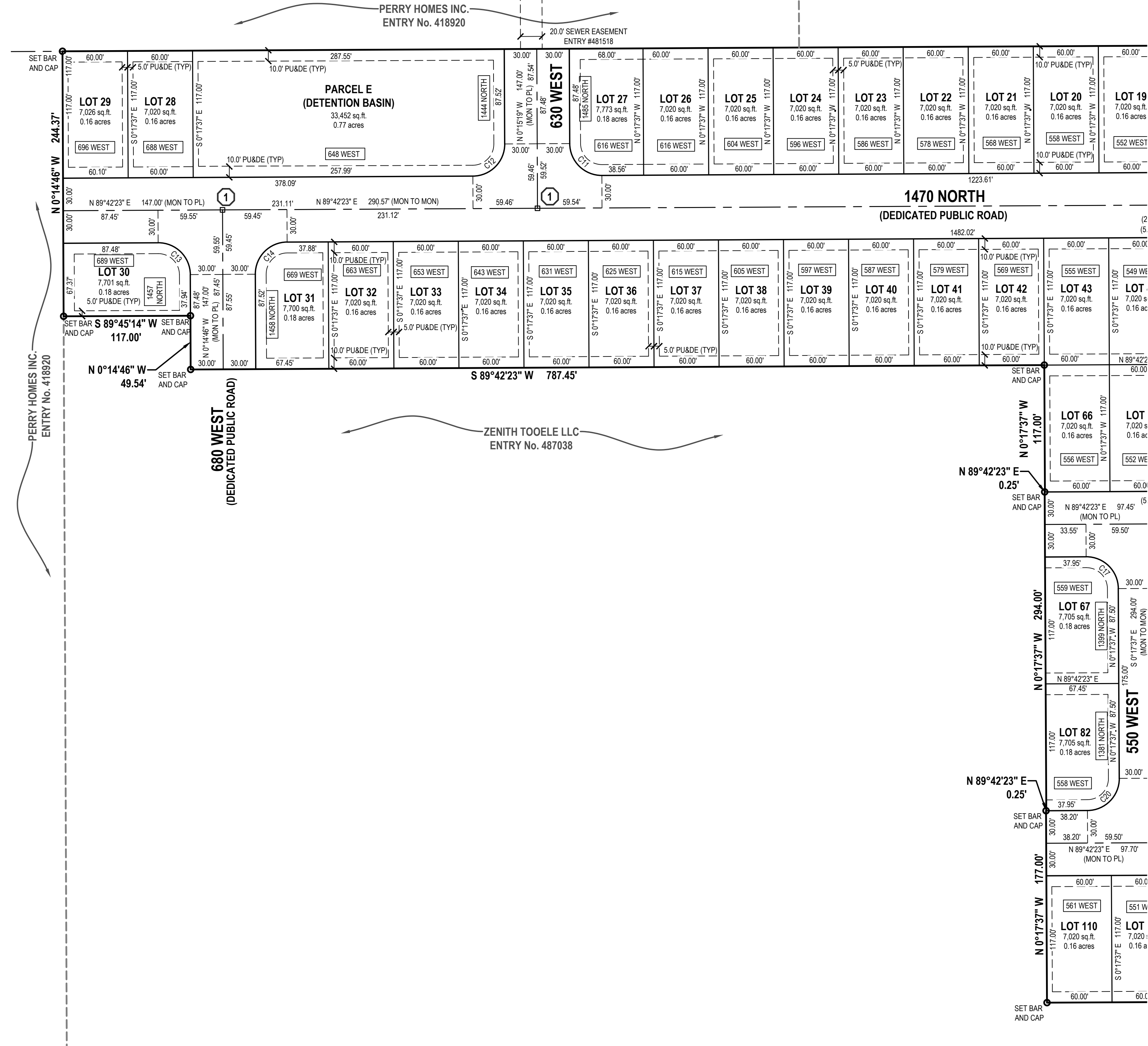


# LEXINGTON GREENS AT OVERLAKE PHASE 1

## FINAL PLAT

LOCATED IN THE  
SOUTHEAST CORNER OF SECTION 17  
TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH

CENTER LINE CURVE TABLE						
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CL3	1000.00'	284.89'	16°19'23"	S7°54'56"W	283.93'	143.42'
CL4	1000.00'	498.47'	28°33'36"	S30°21'25"W	493.32'	254.53'
CL5 (TOTAL)	1000.00'	783.36'	44°52'59"	N22°11'44"E	763.48'	413.02'
CL6	200.00'	156.84'	44°55'51"	N22°10'18"E	152.85'	82.70'
CL7	200.00'	72.92'	20°53'24"	S55°48'29"E	72.52'	36.87'
CL8	200.00'	83.92'	24°02'27"	S78°16'24"E	83.30'	42.59'
CL9 (TOTAL)	200.00'	156.84'	44°55'51"	S67°49'42"E	152.85'	82.70'



CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	TANGENT
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C7	50.00'	45.22'	51°49'20"	S89°04'56"E	43.70'	24.29'
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C25	60.00'	43.05'	41°06'44"	S40°23'07"E	42.13'	22.50'
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C34	29.50'	46.34'	90°00'00"	N45°17'38"E	41.72'	29.50'
C35	170.00'	13.29'	4°28'42"	N1°56'43"E	13.28'	6.65'
C36	170.00'	70.12'	23°37'55"	N16°00'02"E	69.62'	35.56'
C37	170.00'	49.91'	16°49'14"	N36°13'36"E	49.73'	25.13'
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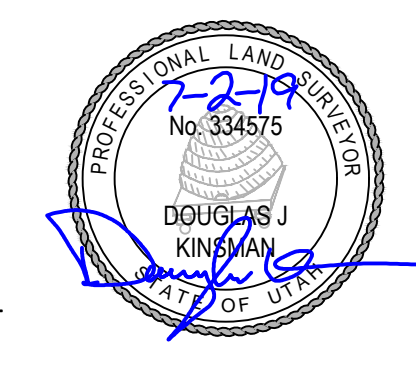
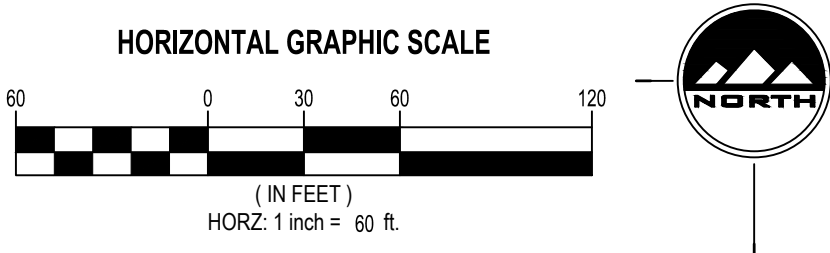
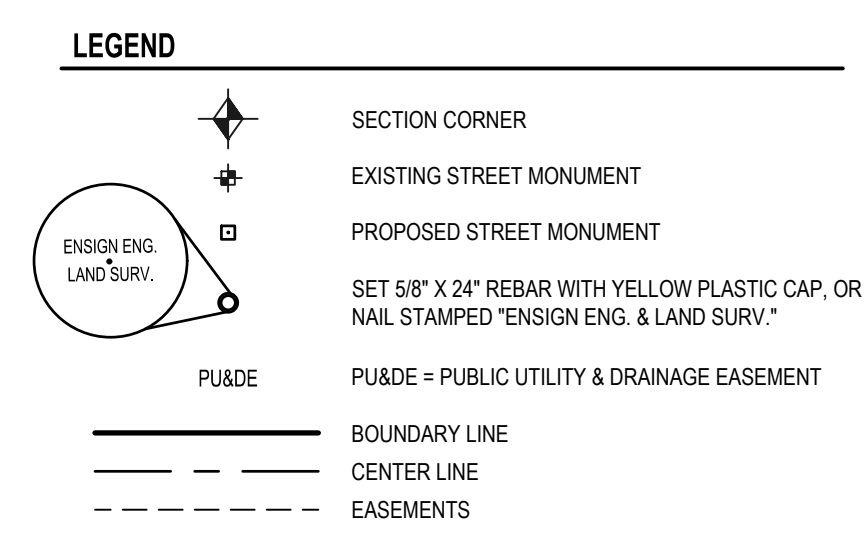
**NOTE:**

- PARCEL "A", "B", "C", "D", & "E" TO BE OPEN SPACE AND TO BE OWNED AND MAINTAINED BY LEXINGTON GREENS HOME OWNERS ASSOCIATION, INC.
- OFFSET PINS TO BE PLACED IN TOP BACK OF CURB, 3/4" x 24" REBAR WITH YELLOW PLASTIC CAP STAMPED "ENSGN ENG. & LAND SURV." TO BE PLACED AT ALL OTHER LOT AND BOUNDARY CORNERS

**DEVELOPER**  
ZENITH DEVELOPMENT LLC  
2040 MURRAY HOLLADAY ROAD, SUITE 204  
SALT LAKE CITY, UTAH 84117  
801-428-3755

**KEY NOTES**

- SET STREET MONUMENT PER TOOELE CITY STANDARDS AND SPECIFICATIONS



### LEXINGTON GREENS AT OVERLAKE PHASE 1

#### FINAL PLAT

LOCATED IN THE  
SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3  
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH

**ENSGN**

TOOELE  
169 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435.843.3590  
Fax: 435.578.0108

**SALT LAKE CITY**  
LAYTON  
CEDAR CITY  
RICHFIELD

www.ENSGN.com

**SHEET 3 of 3**

PROJECT NUMBER : 8260A  
MANAGER : D. KNSMAN  
DRAWN BY : C. CHLD  
CHECKED BY : D. KNSMAN  
DATE : 7/2/19

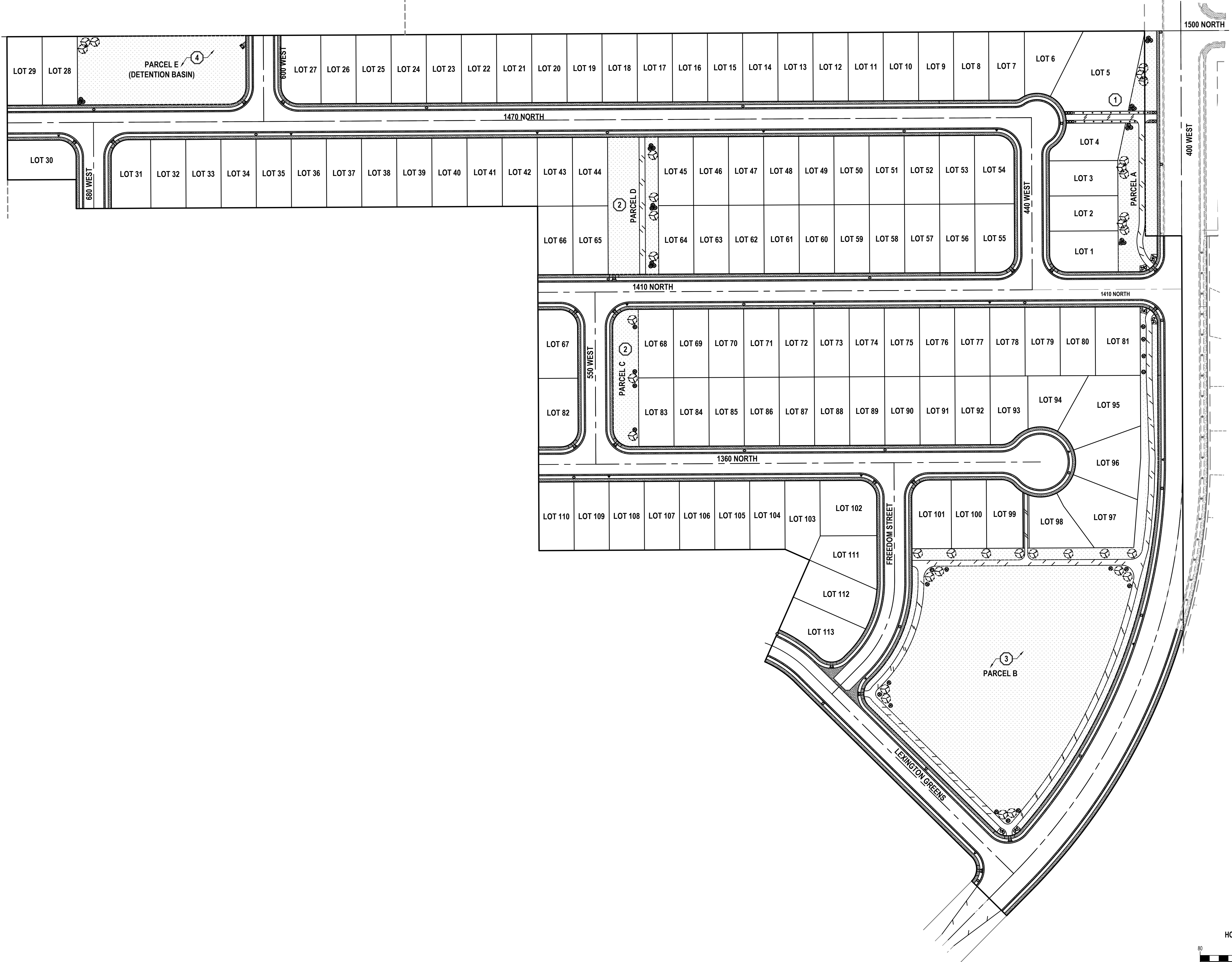
**811**  
 Know what's below.  
 Call before you dig.

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

**BENCHMARK**

EAST QUARTER CORNER OF SECTION 17,  
 TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT  
 LAKE BASE AND MERIDIAN, (FOUND 3" BRASS  
 TOOEELE COUNTY SURVEYORS MONUMENT  
 WITH RING AND LID, DATED 2009)  
 ELEVATION = 4735.78

- SCOPE OF WORK:**  
 PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR  
 REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- ① SEE LANDSCAPE AND IRRIGATION PLAN DETAILS 1/L-101 AND L-200
  - ② SEE LANDSCAPE AND IRRIGATION PLAN DETAILS 2/L-101 AND L-200
  - ③ SEE LANDSCAPE AND IRRIGATION PLAN DETAILS 3/L-102 AND L-201
  - ④ SEE LANDSCAPE AND IRRIGATION PLAN DETAILS 4/L-102 AND L-201



**TOOELE**  
 169 N. Main Street, Unit 1  
 Tooele, UT. 84074  
 Phone: 435.843.3590

**SALT LAKE CITY**  
 Phone: 801.255.0529

**LAYTON**  
 Phone: 801.547.1100

**CEDAR CITY**  
 Phone: 435.865.1453

**RICHFIELD**  
 Phone: 435.896.2983

**WWW.ENSIGNENG.COM**

FOR:  
 ZENITH DEVELOPMENT LLC  
 2040 MURRAY HOLLADAY ROAD, SUITE 204  
 SALT LAKE CITY, UTAH 84117

CONTACT:  
 CHARLES AKERLOW  
 PHONE: 801-428-3755

**LEXINGTON GREENS AT OVERLAKE SUBDIVISION  
 PHASE 1 FINAL DESIGN  
 600 WEST 1200 NORTH  
 TOOEELE CITY, UTAH**

**OVERALL  
 LANDSCAPE PLAN**

PROJECT NUMBER: 8260A  
 PRINT DATE: 2019-07-02  
 DRAWN BY: C. CHILD  
 CHECKED BY: J. CLEGG  
 PROJECT MANAGER: D. KINSMAN

**L-100**



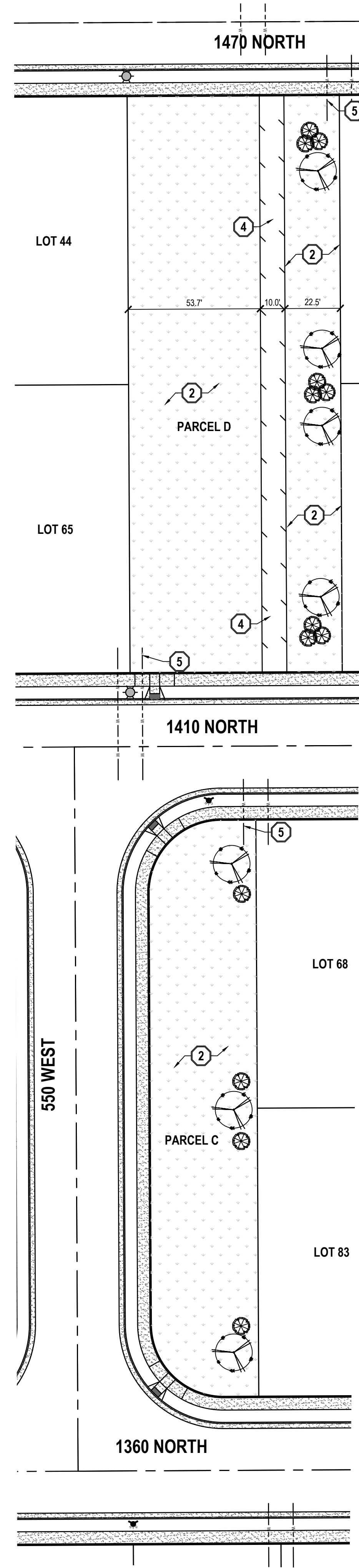
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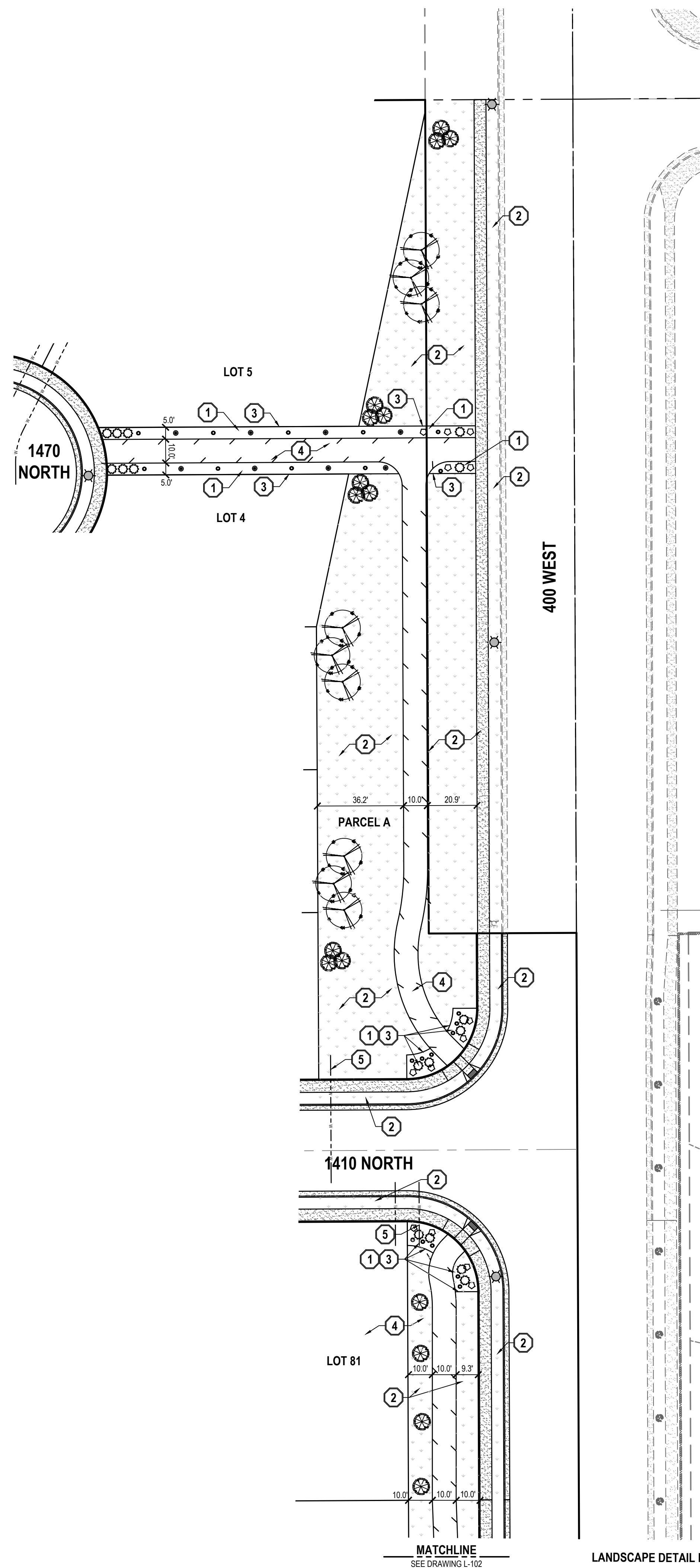
**BENCHMARK**

EAST QUARTER CORNER OF SECTION 17,  
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT  
LAKE BASE AND MERIDIAN, (FOUND 3" BRASS  
TOOELE COUNTY SURVEYORS MONUMENT  
WITH RING AND LID, DATED 2009)

ELEVATION = 4735.78



LANDSCAPE DETAIL PLAN 2



LANDSCAPE DETAIL PLAN 1

**Landscape**

**Trees**

Qty	Symbol	Common Name	Plant Size
29		Burr Oaks	2" Cal.
16		Plum Cherry 'Thundercloud'	2" Cal.
11		PURPLE BLOW MAPLE	2" Cal.
Total: 56			

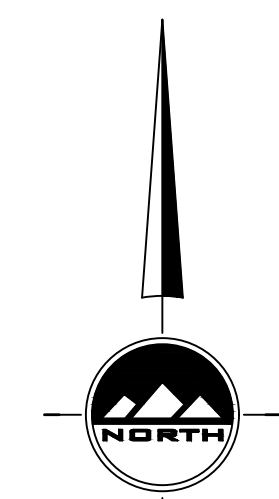
**Shrubs Under 4 Feet**

Qty	Symbol	Common Name	Plant Size
13		Cinquefoil	5 Gallon
16		Currant, Alpine	1 Gallon
21		Blue Oat Grass	1 Gallon
8		Feather Reed Grass 'Karl Foerster'	1 Gallon
Total: 58			

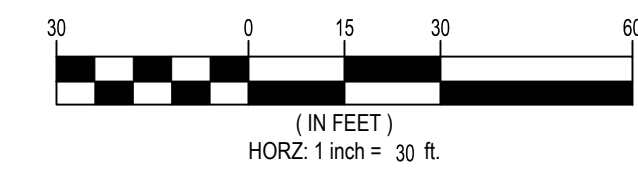
**SCOPE OF WORK:**

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- 1 INSTALL 4" DEEP 2'-3" DIA. NEPHI ROCK & GRAVEL COLOR 'SOUTHTOWN' OR EQUIV. DECORATIVE ROCK OVER WEED BARRIER, TYP.
- 2 LEGACY BUFFALO SOD AREA
- 3 INSTALL 4" METAL EDGING
- 4 INSTALL 10' ASPHALT PATH 3" OF ASPHALT OVER 6" ROAD BASE, TYP. OVER WEED BARRIER.
- 5 SEE UTILITY PLANS FOR WATER LATERAL SIZES



HORIZONTAL GRAPHIC SCALE



**TOOELE**  
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Phone: 435.896.2983

[WWW.ENSIGNENG.COM](http://WWW.ENSIGNENG.COM)

FOR:  
ZENITH DEVELOPMENT LLC  
2040 MURRAY HOLLADAY ROAD, SUITE 204  
SALT LAKE CITY, UTAH 84117

CONTACT:  
CHARLES AKERLOW  
PHONE: 801-428-3755

**LEXINGTON GREENS AT OVERLAKE SUBDIVISION**  
**PHASE 1 FINAL DESIGN**  
600 WEST 1200 NORTH  
TOOELE CITY, UTAH

LANDSCAPE PLAN

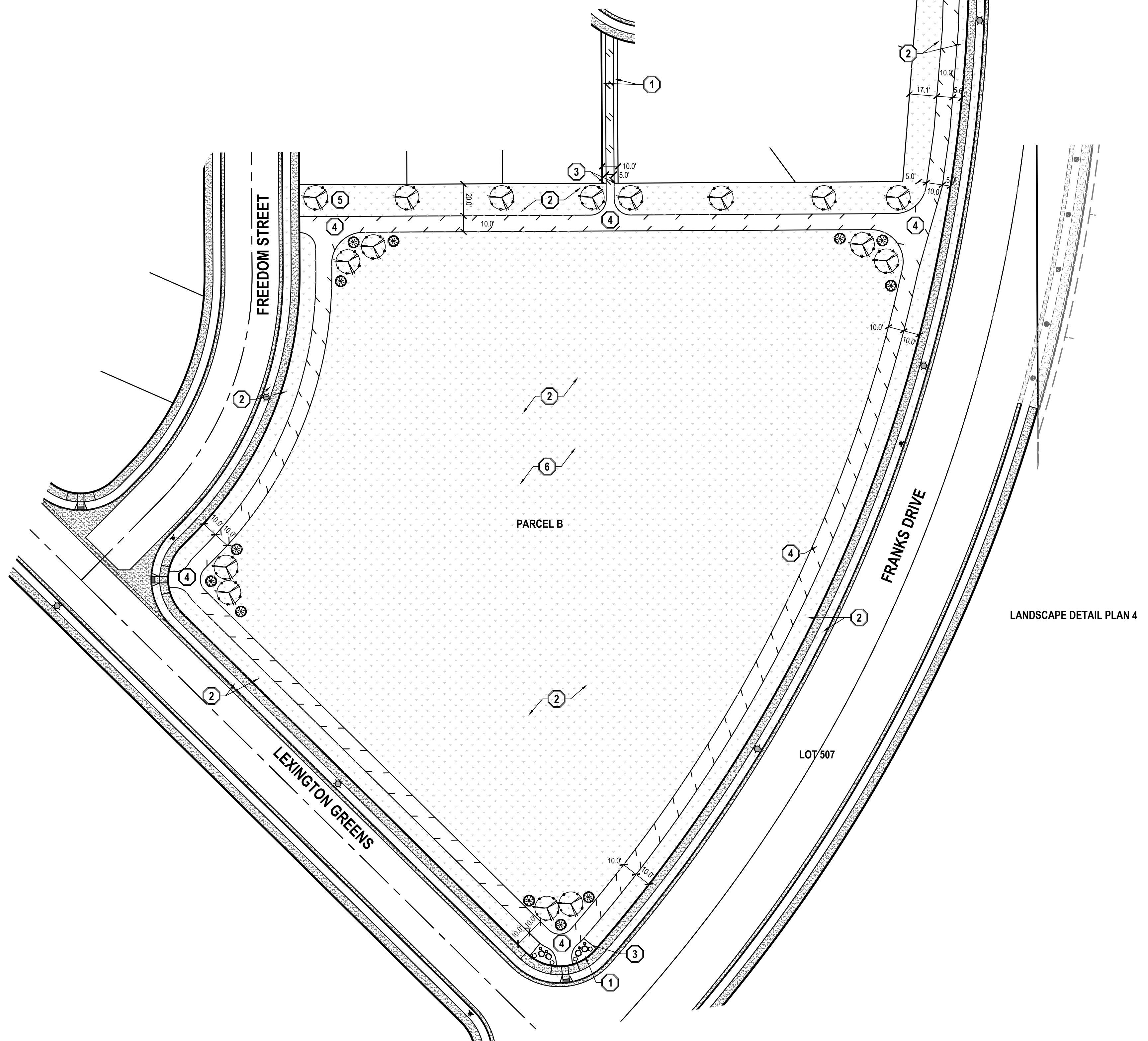
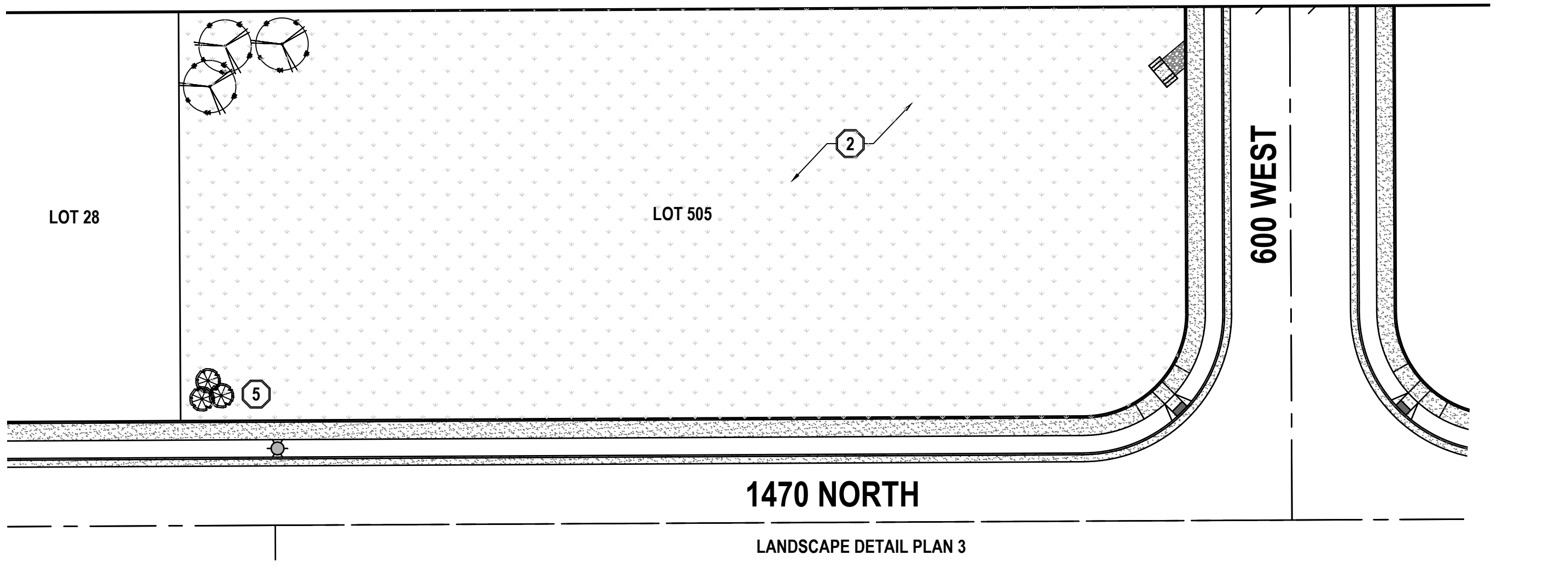
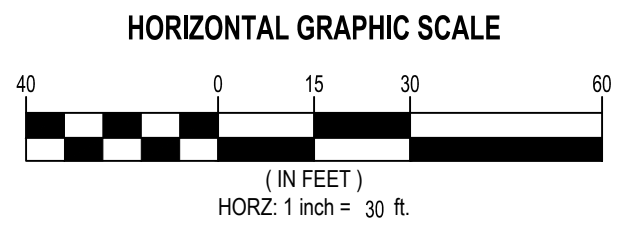
PROJECT NUMBER: 8260A  
PRINT DATE: 2019-07-02  
DRAWN BY: C. CHILD  
CHECKED BY: J. CLEGG  
PROJECT MANAGER: D. KINSMAN

**L-101**

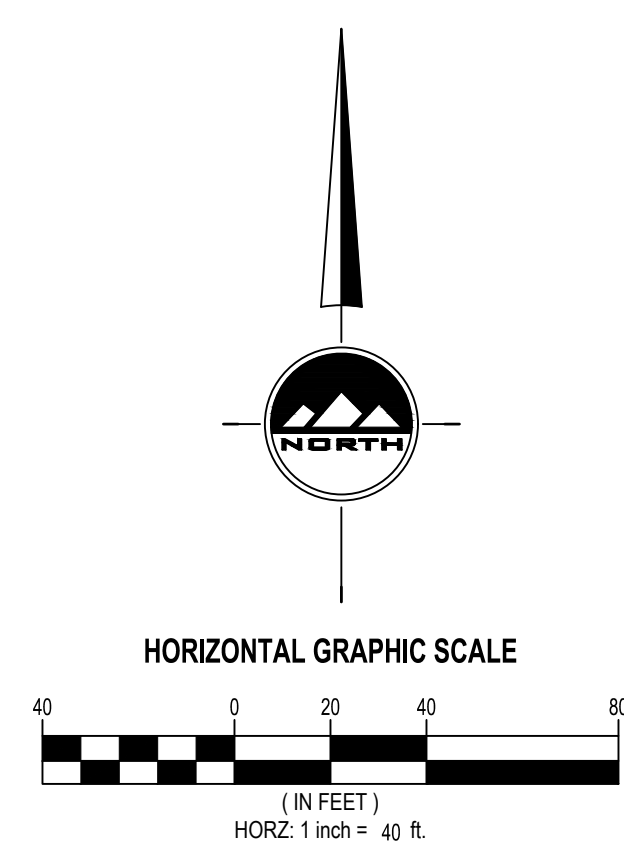
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 TOOELE COUNTY SURVEYORS MONUMENT  
 WITH RING AND LID, DATED 2009)  
 ELEVATION = 4735.78



MATCHLINE  
 SEE DRAWING L-101



**Landscape**  
**Trees**

Qty	Symbol	Common Name	Plant Size
28		Burr Oaks	2" Cal.
26		Plum, Cherry 'Thundercloud'	2" Cal.
Total: 54			

**Shrubs Under 4 Feet**

Qty	Symbol	Common Name	Plant Size
4		Cinquefoil	5 Gallon
4		Currant, Alpine	1 Gallon
4		Blue Oat Grass	1 Gallon
0		Feather Reed Grass 'Karl Foerster'	1 Gallon
Total: 16			

- SCOPE OF WORK:**  
 PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1 INSTALL 4" DEEP 2'-3" DIA. NEPHI ROCK & GRAVEL COLOR 'SOUTHTOWN' OR EQUIV. DECORATIVE ROCK OVER WEED BARRIER, TYP.
  - 2 LEGACY BUFFALO SOD AREA
  - 3 INSTALL 4" METAL EDGING
  - 4 INSTALL 10' ASPHALT PATH 3" OF ASPHALT OVER 6" ROAD BASE, TYP. OVER WEED BARRIER.
  - 5 SEE UTILITY PLANS FOR WATER LATERAL SIZES
  - 6 PRIVATE JOGGING PARK FOR LEXINGTON GREEN SINGLE FAMILY HOMES AND FUTURE MULTI-FAMILY HOMES SOUTH OF 1300 NORTH.

**ENSIGN**  
 THE STANDARD IN ENGINEERING

**TOOELE**  
 169 N. Main Street, Unit 1  
 Tooele, UT. 84074  
 Phone: 435.843.3590

**SALT LAKE CITY**  
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FOR:  
 ZENITH DEVELOPMENT LLC  
 2040 MURRAY HOLLADAY ROAD, SUITE 204  
 SALT LAKE CITY, UTAH 84117

CONTRACT:  
 CHARLES AKERLOW  
 PHONE: 801-428-3755

**LEXINGTON GREENS AT OVERLAKE SUBDIVISION**  
**PHASE 1 FINAL DESIGN**  
 600 WEST 1200 NORTH  
 TOOELE CITY, UTAH

**LANDSCAPE PLAN**

PROJECT NUMBER: 8260A  
 PRINT DATE: 2019-07-02

DRAWN BY: C. CHILD  
 CHECKED BY: J. CLEGG

PROJECT MANAGER:  
 D. KINSMAN

**L-102**



**REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

**RESOLUTION 2019-14**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH,  
ADOPTING AN AMENDED BUDGET FOR FISCAL YEAR 2019-2020.**

WHEREAS, the staff of the Redevelopment Agency of Tooele City, Utah ("RDA") has prepared and presented a proposed amended budget to the RDA's Board of Directors for the 2019-2020 fiscal year, as directed by the Board; and,

WHEREAS, the proposed budget was prepared in accordance with the requirements of U.C.A. §17C-1-601; and,

WHEREAS, the RDA held a required public hearing on the proposed amended FY 2019-2020 budget on July 17, 2019:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, as follows:

1. That the amended fiscal year 2019-2020 RDA budget is hereby adopted; and,
2. The RDA Secretary is hereby directed to file a copy of said amended budget within 90 days of the date of this Resolution with (a) the Tooele County Auditor, (b) the State Tax Commission, (c) the State Auditor, (d) the State Board of Education, and (e) each other taxing entity that levies a tax on property from which the RDA collects tax increment, in accordance with the provisions of Utah Code Ann. §17C-1-601(6).

IN WITNESS WHEREOF, this Resolution is passed by the Board of Directors of the Redevelopment Agency of Tooele City, Utah, this \_\_\_ day of \_\_\_\_\_, 2019.

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form:

  
\_\_\_\_\_  
Roger Evans Baker, RDA Attorney

TOOELE CITY CORPORATION

07/03/19

BUDGET AMENDMENTS

3:20 PM

FISCAL YEAR ENDING 06/30/2019

0

ACCT NUMBER	ACCOUNT NAME	CURRENT	AMENDMENT	AMENDED	
<b>75 DEPOT RDA FUND</b>					
<b>RDA / CONTRACT SERVICES</b>					
75 - 3890 - 000 - 000	APPROPRIATION FROM FUND BALANCE	0	(530,000)	(530,000)	BUDGET AMENDMENT FOR CITY
10 - 4111 221 - 000	CONTRACT SERVIVCES - CITY	120,000	530,000	650,000	CONTRACT FEES



**(75) REDEVELOPMENT AGENCY DEPOT FUND EXPENDITURES**

3-Jul-19 2:45 PM

DEPT NUMBER	DEPARTMENT	ACTUAL FY 6/2018	ESTIMATED FY 6/2019	BUDGET FY 6/2019	REQUEST FY 6/2020	RECOMMEND FY 6/2020	APPROVED FY 6/2020
<b>COMMUNITY DEVELOPMENT:</b>							
111000	REGULAR EMPLOYEES	85,965	82,600	89,600	89,600	89,600	89,600
131000	EMPLOYEE BENEFITS	24,360	30,200	25,332	26,078	26,078	26,078
132000	MEDICAL & LIFE INSURANCE	16,509	16,500	14,322	15,179	15,179	15,179
211000	SUBSCRIPTIONS AND MEMBERSHIPS	3,775	0	12,500	12,000	12,000	12,000
231000	TRAVEL & TRAINING		5,000	20,000	15,000	20,000	20,000
311000	PROFESSIONAL & TECHNICAL	336,318	195,000	450,000	431,957	431,957	100,000
311007	CONTRACT SERVICES - (10 FUND)	280,000	650,000	650,000	650,000	650,000	120,000
481000	SPECIAL DEPARTMENTAL SUPPLIES	4,937	500	10,000	15,000	15,000	15,000
483010	TAD PROJECT FUND	166,835	7,500	50,000	100,000	100,000	100,000
483017	USU - SCIENCE BUILDING		275,000	125,000	175,000	175,000	175,000
485003	PROPERTY TAX REFUNDS (PRIVATE)	200,000		300,000	200,000	200,000	200,000
485004	ADVANCES TO C.D.A.'S						
551000	ADMINISTRATION (10 FUND)	60,000	60,000	60,000	60,000	60,000	60,000
711075	LAND PURCHASE						
731101	EQUIPMENT	75,271	75,270	95,270	75,271	75,271	75,271
731800	RDA ROAD PROJECTS	483,490					
741000	MACHINERY AND EQUIPMENT						
4621	<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>1,737,460</b>	<b>1,397,570</b>	<b>1,902,024</b>	<b>1,865,085</b>	<b>1,870,085</b>	<b>1,008,128</b>
<b>TOOELE COUNTY ECONOMIC DEVELOPMENT</b>							
211000	SUBSCRIPTIONS AND MEMBERSHIPS						
241000	OFFICE EXPENSE						
311000	PROFESSIONAL & TECHNICAL	110,572	1,000				
315001	INDEPENDENT AUDIT						
481000	SPECIAL DEPARTMENTAL SUPPLIES	215					
482016	MARKETING						
482024	SITE PROPOSAL / RECRUITMENT						
4624	<b>TOTAL ECONOMIC DEVELOPMENT</b>	<b>110,787</b>	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2015B RDA FRANCHISE TAX BONDS</b>							
810000	BOND PRINCIPAL	189,000	193,000	193,000	198,000	198,000	198,000
820000	BOND INTEREST	156,253	152,486	152,486	147,709	147,709	147,709
830000	TRUSTEE FEES	1,850	1,850	1,850	1,850	1,850	1,850
840000	BOND ISSUANCE COSTS						
4733	<b>TOTAL 2015B RDA FRNCHS TAX BONDS</b>	<b>347,103</b>	<b>347,336</b>	<b>347,336</b>	<b>347,559</b>	<b>347,559</b>	<b>347,559</b>

530,000

AMENDMENT



F.Y. 2019-2020 BUDGET

3-Jul-19 2:45 PM

**(75) REDEVELOPMENT AGENCY DEPOT FUND REVENUE**

ACCT NUMBER	SOURCE OF REVENUE	ACTUAL FY 6/2018	ESTIMATED FY 6/2019	BUDGET FY 6/2019	REQUEST FY 6/2020	RECOMMEND FY 6/2020	APPROVED FY 6/2020
	<b>TAXES:</b>						
3110000	CURRENT YEAR PROPERTY TAXES	2,079,309	2,288,116	2,250,000	2,400,000	2,400,000	2,400,000
3100	TOTAL TAXES	2,079,309	2,288,116	2,250,000	2,400,000	2,400,000	2,400,000
	<b>MISCELLANEOUS INCOME:</b>						
3610000	INTEREST INCOME	32,291	60,000	25,000	45,000	45,000	45,000
3610050	INVESTMENT INCOME						
3640000	SALE OF FIXED ASSETS	357,037					
3641000	SALE OF LAND		3,925,915				
3670000	2015 BOND PROCEEDS						
3600	TOTAL MISCELLANEOUS INCOME	389,328	3,985,915	25,000	45,000	45,000	45,000
	<b>CONTRIBUTIONS AND TRANSFERS:</b>						
3840100	CONTRIBUTIONS FROM OTHER GOVTS						
3840200	CONTRIBUTIONS FROM TOOELE COUNTY						
3840300	CONTRIBUTIONS FROM GRANTSVILLE CITY	8,515					
3870000	CONTRIBUTIONS FROM PRIVATE SOURCES						
3890000	APPROPRIATION - FUND BALANCE / (INC)	234,541	(4,013,424)	489,061	287,000	292,000	
3800	TOTAL CONTRIBUTIONS & TRNSFRS	243,056	(4,013,424)	489,061	287,000	292,000	0
3000	TOTAL RDA DEPOT REVENUE	2,711,692	2,260,607	2,764,061	2,732,000	2,737,000	2,445,000

AMDDNDMENT

530,000

**THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

**RESOLUTION 2019-07**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, APPROVING A LISTING AGREEMENT WITH NEW WEST REALTY GROUP FOR THE SALE OF UP TO 358 ACRES OF RDA-OWNED PROPERTY IN BAUER.**

WHEREAS, the Redevelopment Agency of Tooele City, Utah, ("RDA") owns several contiguous parcels of vacant land in Bauer totaling approximately 358 acres (the "Property"), acquired by the RDA in a foreclosure action by judicial deed; and,

WHEREAS, the RDA has no present or future use of the Property and desires to sell it, with the exception of a small parcel, the precise location, size, and configuration to be determined, to be retained for future Tooele City or Tooele City Water Special Service District uses, e.g., water treatment facility; and,

WHEREAS, the City Administration proposes to retain the services of Mike Quarnberg, a realtor/broker with New West Realty Group LLC, who has extensive personal and professional knowledge and realty experience of industrial and commercial properties in Tooele County, to list the Property for sale; and,

WHEREAS, based on various reliable informational sources, Mr. Quarnberg suggests listing the Property at \$1,220,000 (\$3,407 per acre); and,

WHEREAS, given local, regional, and national economic history and trends, and their effect upon municipal budgets and operations, the RDA Executive Director and RDA Board believe it to be advantageous to sell the Property in order to bolster RDA and City finances and to minimize, to the extent possible, the tax burden upon Tooele City residents and businesses:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the listing agreement, attached as Exhibit A, with New West Realty Group LLC, is hereby approved for the sale of the Property, and that the RDA Executive Director is hereby authorized to sign the same.

This Resolution shall become effective immediately upon passage by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment Agency of Tooele City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2019.

RDA BOARD

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, RDA Secretary

SEAL

Approved as to Form:

  
\_\_\_\_\_  
Roger Evans Baker, RDA Attorney

## Exhibit A

### Listing Agreement



Listing Price To Be \$1,220,000.00

## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE

### THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING DESIGNATED AGENCY BROKERAGE

**THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE** ("Listing Agreement") is entered into by and between New West Realty Group LLC (the "Company") and Tooele City Redevelopment Agency a/k/a Redevelopment Agency of Tooele City (the "Seller").

**1. TERM OF LISTING.** The Seller hereby grants to the Company, including Michael J Quarnberg (the "Seller's Agent") as the authorized agent for the Company starting on the Effective Date as defined in section 17 below, and ending at 5:00 P.M. (Mountain Time) on the 22nd day of March, 2020 (the "Listing Period"), the exclusive right to sell, lease, or exchange real property owned by the Seller, described as: 357.69 +- Acres Bauer, Utah Tax #s 06-017-B-0035, 06-017-C-0027, 06-017-C-0028. (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing.

**2. BROKERAGE FEE.** If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of \$ 6k or 6 % of such acquisition price (the "Brokerage Fee"). The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the Closing documents for the acquisition of the Property; (b) If a lease, the effective date of the lease; and (c) if an option, the date the option agreement is signed. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company. The Company is authorized to share the Brokerage Fee with another brokerage participating in any transaction arising out of this Listing Agreement.

**3. PROTECTION PERIOD.** If within 12 months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.

**4. SELLER WARRANTIES/DISCLOSURES.** The Seller warrants to the Company that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that Seller has marketable title and an established right to sell, lease or exchange the Property. The Seller agrees to execute the necessary documents of conveyance. The Seller agrees to furnish buyer with good and marketable title, and to pay at Settlement, for a policy of title insurance in accordance with the terms of any real estate purchase contract entered into between buyer and Seller. The Seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the Property. Upon signing of this Listing Agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure form and Wire Fraud Alert Disclosure. The Seller agrees to indemnify and hold harmless the Seller's Agent and the Company against any claims that may arise from: (a) The Seller providing incorrect or inaccurate information regarding the Property; (b) The Seller failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; and the location of property lines; and (c) Any injuries resulting from any unsafe conditions within the Property.



**5. AGENCY RELATIONSHIPS.**

**5.1 Duties of a Seller's Agent.** By signing this Listing Agreement, the Seller designates the Seller's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Seller to locate a buyer for the Property. The Seller authorizes the Seller's Agent or the Broker to appoint another agent in the Company to also represent the Seller in the event the Seller's Agent or the Broker will be unavailable to service the Seller. As agents for the Seller, they have fiduciary duties to the Seller that include loyalty, obedience, full disclosure, confidentiality, reasonable care, and any other duties required by law.

**5.2 Duties of a Limited Agent.** The Seller understands that the Seller's Agent and the Broker may now, or in the future, be agents for a buyer who may wish to negotiate a purchase of the Property. Then the Seller's Agent and the Broker may be acting as Limited Agents - representing both the Seller and buyer at the same time. A Limited Agent has fiduciary duties to both the Seller and the buyer as required by law. However, some of those duties are "limited" because the agent cannot provide to both parties undivided loyalty, confidentiality and disclosure. For this reason, the Limited Agent is bound by a further duty of neutrality. Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other - for example, the highest price the buyer will offer, or the lowest price the Seller will accept. However, the Limited Agent will be required to disclose information given to the agent in confidence by the other party if failure to disclose such information would be a material misrepresentation regarding the Property or regarding the ability of the parties to fulfill their obligations. The Seller is advised that neither the Seller nor the buyer is required to accept a limited agency situation in the Company, and each party is entitled to be represented by its own agent. In the event a limited agency situation arises, the Seller's Agent and the Broker, as applicable, may only act as Limited Agents based upon a separate Limited Agency Consent Agreement signed by the Seller and buyer.

**6. PROFESSIONAL ADVICE.** The Company and the Seller's Agent are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. The Seller is advised not to rely on the Company, or any agents of the Company, for a determination regarding the physical or legal condition of the Property. If the Seller desires advice regarding: (a) Past or present compliance with zoning and building code requirements; (b) Legal or tax matters; (c) The physical condition of the Property; (d) This Listing Agreement; or (e) Any transaction for the acquisition of the Property, the Seller's Agent and the Company strongly recommend that the Seller obtain such independent advice. If the Seller fails to do so, the Seller is acting contrary to the advice of the Company. Any recommendations for third-party services made by the Company or the Seller's Agent do not guarantee the Seller's satisfaction in the use of those third-party services and should not be seen as a warranty of any kind as to the level of service that will be provided by the third parties. The Seller is advised that it is up to the Seller in the Seller's sole discretion to choose third-party services that meet the needs of the Seller and not to rely on any recommendations given by the Company or the Seller's Agent.

**7. DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after a Closing, related to this Listing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Seller and the Company. Each party agrees to bear its own costs of mediation. If mediation fails, any other remedies available at law shall apply.

**8. ATTORNEY FEES/GOVERNING LAW.** Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Seller's employment of the Company under this Listing Agreement (whether before or after a Closing), the Seller agrees to indemnify the Company and the Seller's Agent from all costs and attorney fees incurred by the Company and/or the Seller's Agent in pursuing and/or defending such action. This Listing Agreement shall be governed and construed in accordance with the laws of the State of Utah.

**9. ADVERTISING/SELLER AUTHORIZATIONS.** The Seller authorizes the Company and the Seller's Agent to advertise the Property for sale through any printed and/or electronic media deemed necessary and appropriate by the Seller's Agent and the Company, including, but not limited to, each Multiple Listing Service (MLS) in which the Company participates. The Seller agrees that any advertising the Seller intends to conduct, including print and/or electronic media, shall first be approved in writing by the Seller's Agent. The Seller further agrees that the Seller's Agent and the Company are authorized to:

- (a) Disclose to the MLS after Closing, the final terms and sales price for the Property consistent with the requirements of the MLS;
- (b) Disclose to the MLS the square footage of the Property as obtained from (check applicable box):
  - County Records  Appraisal  Building Plans  Other
 (explain) \_\_\_\_\_



- (c) Obtain financial information from any lender or other party holding a lien or interest on the Property;
- (d) Have keys to the Property, if applicable;
- (e) Have an MLS or local board of Realtors® approved/endorsed security key-box installed on the Property. If the Seller authorizes the Broker, or Seller's Agent, to install a non-MLS or local board of Realtors® approved/endorsed security key-box on the Property, Seller acknowledges that it may not provide the same level of security as the MLS or local board of Realtors® approved/endorsed security key-box;
- (f) Hold Open-Houses at the Property;
- (g) Place for sale, sold, or other similar signs ("Signs") on the Property (i.e., the only Signs on the Property shall be that of the Company);
- (h) Order a Preliminary Title Report on the Property;
- (i) Order a Home Warranty Plan, if applicable;
- (j) Communicate with the Seller for the purpose of soliciting real estate related goods and services during and after the term of this Listing Agreement; and
- (k) Place the Earnest Money Deposit into an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

**10. PERSONAL PROPERTY.** The Seller acknowledges that the Company has discussed with the Seller the safeguarding of personal property and valuables located within the Property. The Seller acknowledges that the Company is not an insurer against the loss of or damage to personal property. The Seller agrees to hold the Company harmless from any loss or damage that might result from any authorizations given in Section 9.

**11. ATTACHMENT.** Seller's Property Condition Disclosure form, the Data Form and Wire Fraud Alert Disclosure are incorporated into this Listing Agreement by this reference. There  ARE  ARE NOT additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference.

**12. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA").** The sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under FIRPTA. A "foreign person" may include a non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign estate. Seller warrants and represents to the Company and to the Seller's Agent, that Seller  IS  IS NOT a "foreign person" as defined by the Internal Revenue Code and its associated regulations. If Seller is not a foreign person, Seller agrees, upon request, to deliver a certification to Buyer at closing, stating that Seller is not a foreign person. This certification shall be in the form then required by FIRPTA. If FIRPTA applies to you as Seller, you are advised that the Buyer or other qualified substitute may be legally required to withhold a substantial percentage of the total purchase price for the Property at closing and remit that amount to the IRS. If Seller is a foreign person as defined above, and Seller does not have a US Taxpayer Identification number, Seller agrees to prepare to apply for a US Taxpayer Identification number.

**13. EQUAL HOUSING OPPORTUNITY.** The Seller and the Company shall comply with Federal, State, and local fair housing laws.

**14. ELECTRONIC TRANSMISSION & COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of this Listing Agreement and any addenda, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Listing Agreement and any addenda may be executed in counterparts.

**15. DUE-ON-SALE.** Certain types of transactions may trigger what is commonly referred to as a "due-on-sale" clause. A "due-on-sale" clause typically states that the Seller's lender or mortgagee may call the loan due and payable in full if the Seller participates in certain types of transactions. These types of transactions may include, but are not limited to, transactions where: (a) The sale of the property does not result in the underlying debt being paid in full; (b) The parties enter into a seller-financed transaction; (c) A lease option agreement is entered into; or (d) Any other unauthorized transfer of title to the Property has occurred without the lender's consent. The Seller understands that if any underlying encumbrances or mortgages on the Property contain a "due-on-sale clause," and the "due-on-sale" clause is triggered, the lender may call the entire unpaid balance of the loan immediately due.

**16. ENTIRE AGREEMENT.** This Listing Agreement, including the Seller's Property Condition Disclosure form, the Data Form, the Wire Fraud Alert Disclosure, and any additional addendum, contain the entire agreement between the parties relating to the subject matter of this Listing Agreement. This Listing Agreement may not be modified or amended except in writing signed by the parties hereto.

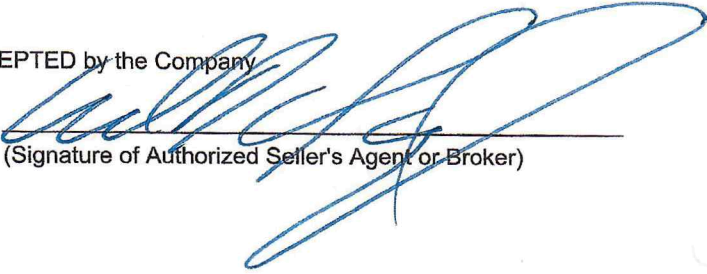


17. **EFFECTIVE DATE.** This Listing Agreement is entered into and is effective as of the date: (a) The Seller and the authorized Seller's Agent or Broker have signed this Listing Agreement; and (b) The authorized Seller's Agent or Broker has received a mutually signed copy of this Listing Agreement (the "Effective Date").

**THE UNDERSIGNED** hereby agree to the terms of this Listing Agreement.

X \_\_\_\_\_  
(Seller's Signature) (Address/Phone) (Date)

\_\_\_\_\_  
(Seller's Signature) (Address/Phone) (Date)

ACCEPTED by the Company  
by:  \_\_\_\_\_  
(Signature of Authorized Seller's Agent or Broker) (Date) 3/22/19

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UAR FORM 8







3. **CULINARY WATER**

A. To your knowledge, culinary water service for the Property will be provided by (check applicable box):

- Public Water** (Name of water service provider): \_\_\_\_\_
- Private Water Company** (Name of water service provider): \_\_\_\_\_
- Private Well**

**NOTE: IF WATER SERVICE WILL BE PROVIDED BY PUBLIC WATER, SKIP TO SECTION 4**

**B. Private Water Company**

(1) To your knowledge, what is the approximate location of the nearest private water company water service line?

- Located in** \_\_\_\_\_ **(Name of Street/Road)**  **Stubbed to Lot Line**
- Other (specify)** \_\_\_\_\_

- (2) Are the water share certificates in your possession? If yes, please attach a copy. [ ] Yes [ ] No
- (3) To your knowledge, are water share assessments paid in full? [ ] Yes [ ] No

**C. Private Well**

- (1) Is a well presently located on the Property? [ ] Yes [ ] No
- (2) To your knowledge, is your water right for the well represented by a contract with a special improvement or water conservancy district? If "Yes", what is the number of the district contract? \_\_\_\_\_ [ ] Yes [ ] No
- (3) If your water right for the well is not based on a contract with a special improvement or water conservancy district, to your knowledge, what is the State Engineer "Index Number" for your water right? \_\_\_\_\_ - \_\_\_\_\_

4. **IRRIGATION WATER**

A. Are there any irrigation water rights with the Property? [ ] Yes [ ] No

B. If irrigation water is delivered to you by an irrigation water company, what is the name of the company?  
\_\_\_\_\_

C. Do you have in your possession water share certificates representing your right to receive and use irrigation water? If "Yes", please attach a copy of any such share certificates. [ ] Yes [ ] No

D. If the irrigation water rights are other than shares in an irrigation water company, to your knowledge, what is the State Engineer "Index Number" or numbers for your irrigation water rights? \_\_\_\_\_ - \_\_\_\_\_

E. Is there an irrigation water source and distribution facility in place for the Property such as canals, ditches or pressurized sprinkler system? If "Yes", what is the name of the water source:  
\_\_\_\_\_

5. **SOILS**

A. Are you aware of any settlement or heaving of soil on the Property (collapsible or expansive soils, poorly compacted fill)? If "Yes", please describe, to your knowledge, the nature and location of any settlement or heaving of soil:  
\_\_\_\_\_

B. To your knowledge, is there any fill located on the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any fill:  
\_\_\_\_\_

C. Are you aware of any sliding or earth movement on the Property or on any adjoining property (landslides, falling rocks, debris or mud flows)? If "Yes", please describe the nature and location of the sliding or earth movement:  
\_\_\_\_\_

D. To your knowledge, does any portion of the Property contain any subsurface, man-made debris that has been buried, covered or abandoned, including without limitation, any discarded or abandoned construction materials, concrete footings or foundations, trash, etc? If "Yes", please describe the nature and location of such subsurface debris: [ ] Yes [ ] No  
\_\_\_\_\_

E. Please describe, to your knowledge, any action taken to repair or mitigate any of the issues described 5A, 5B, 5C or 5D:  
\_\_\_\_\_

F. Are you aware of any geologic, soils, engineering, or environmental reports that have been prepared for the Property? If "Yes", please attach a copy of any such reports in your possession.  ]Yes  ]No

**6. BOUNDARIES & ACCESS**

A. To your knowledge, is there anything on your Property (such as a fence or any other improvement) that encroaches (extends) onto any adjoining property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment:  ]Yes  ]No

B. To your knowledge, is there anything on any adjoining property (such as a fence, deck, or any other improvements) that encroaches (extends) onto your Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment:  ]Yes  ]No

C. Are you aware of any boundary disputes or conflicts involving your Property and any adjoining property or properties? If "Yes", please describe, to your knowledge, the nature of any such boundary disputes or conflicts:  ]Yes  ]No

D. Are you aware of any survey(s) that have been prepared for the Property or any adjoining property or properties? If "Yes", please provide a copy of any such survey(s) in your possession.  ]Yes  ]No

E. Are you aware of any unrecorded easements, or claims for easements, affecting the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such easement(s):  ]Yes  ]No

F. To your knowledge, is there direct access to the Property from a public street/road?  ]Yes  ]No

G. If direct access to the Property is not from a public street/road, to your knowledge, is there direct access to the Property through (check applicable box):  ] Private Easement  ] Private Street/Road  ]Yes  ]No

**7. FLOODING/DRAINAGE**

A. Are you aware of any flooding or lot drainage issues on the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any flooding or lot drainage issues:  ]Yes  ]No

B. If there are flooding or lot drainage issues, are you aware of any work done at the Property to mitigate or to prevent any recurrence of any flooding or lot drainage issues? If "Yes", please describe, to your knowledge, any work done at the Property to mitigate or prevent flooding or lot drainage issues:  ]Yes  ]No

C. Are you aware of any wetlands located on the Property?  ]Yes  ]No

D. If you are aware of wetlands on the Property, to your knowledge, has the Property been mapped for wetlands? If "Yes", please provide a copy of any wetlands maps and wetlands permits in your possession.  ]Yes  ]No

E. Are you aware of any action taken to mitigate any wetland issues through the Army Corps of Engineers? If "Yes", please describe, to your knowledge, the nature of any mitigation work done at the Property:  ]Yes  ]No

**8. ENVIRONMENTAL ISSUES**

A. Are you aware of any past or present hazardous conditions, substances, or materials on the Property, such as methane gas, radioactive material, landfill, mineshaft, buried storage tanks and lines, or toxic materials? If "Yes", please describe, to your knowledge the nature of any such hazardous conditions:  ]Yes  ]No

B. If you are aware of any past or present hazardous conditions, substances, or materials on the Property, are you aware of any work done at the Property to mitigate any such hazardous conditions? If "Yes", please describe, to your knowledge, the nature of any mitigation work:  ]Yes  ]No

C. Are you aware of any environmental reports that have been prepared for the Property? If "Yes", please attach copies of any such reports in your possession.  ]Yes  ]No

**9. HOMEOWNERS ASSOCIATION**

A. To your knowledge, is the Property part of a Homeowner's Association (HOA)?  ]Yes  ]No

B. If the Property is part of an HOA, does the HOA levy dues or assessments for maintenance of common areas and/or other common expenses?  ]Yes  ]No



C. For questions regarding the HOA, including past, present or future dues or assessments, or regarding financial statements, bylaws, HOA meetings and minutes, information may be obtained from the following:

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone) \_\_\_\_\_

BY SIGNING THIS DISCLOSURE FORM, SELLER AUTHORIZES THE RELEASE OF HOA INFORMATION TO BUYER AND/OR TO BUYER'S AGENT.

10. UNPAID ASSESSMENTS

A. Are you aware of any HOA, municipal, special improvement district or other assessments that are presently owing against the Property? If "Yes", please describe, to your knowledge, the nature and amount of any such unpaid assessments: [ ]Yes [ ]No

B. Are you aware of any HOA, municipal, or special improvement district assessments that have been approved but not yet levied against the Property? If "Yes", please describe, to your knowledge, the nature and amount of any such approved, but not yet levied, assessments: [ ]Yes [ ]No

11. MISCELLANEOUS

A. To your knowledge, is any portion of the Property presently assessed, for property tax purposes, as "Greenbelt"? [ ]Yes [ ]No

B. Are you aware of any existing or threatened legal action affecting the Property? If "Yes", please describe, to your knowledge, the nature of any such legal action: [ ]Yes [ ]No

ACREAGE/SQUARE FOOTAGE

Seller represents that any figures provided by Seller in any documents regarding the square footage or acreage of the Property are not based on any personal measurement by Seller. If the square footage or acreage of the Property is of material concern to Buyer, Buyer is advised to verify the square footage or acreage through any independent sources or means deemed appropriate by Buyer. BUYER IS ADVISED NOT TO RELY ON SELLER, THE COMPANY, OR ANY AGENTS OF THE COMPANY FOR A DETERMINATION REGARDING THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY.

VERIFICATION BY SELLER

Seller verifies that Seller has completed this disclosure form and that the information contained herein is accurate and complete to the best of Seller's actual knowledge as of the date signed by Seller below. SELLER UNDERSTANDS AND AGREES THAT SELLER WILL UPDATE THIS DISCLOSURE FORM IF ANY INFORMATION CONTAINED HEREIN BECOMES INACCURATE OR INCORRECT IN ANY WAY. Seller authorizes the Company to provide copies of this disclosure form to prospective buyers, and to real estate brokers and agents. This disclosure form is not a warranty of any kind. If Buyer and Seller enter into a sales contract for the Property, and such sales contract includes, excludes, or warrants the condition of any item referenced herein, then to the extent there is a conflict between the sales contract and any representations contained herein, the terms of the sales contract shall control.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

ACKNOWLEDGEMENT OF RECEIPT BY BUYER

Buyer's signature below acknowledges Buyer's receipt of a copy of this disclosure form.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



\*\*\*\*\*

## DISCLOSURE FORM UPDATE

The above disclosure form was reviewed and updated by Seller on the date signed by Seller below. **(Check Applicable Boxes)**

There are no changes in the above disclosure form;  The above disclosure form has been changed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


and/or  The above disclosure form has been changed as noted on attached Addendum No. \_\_\_\_\_ to this disclosure form.

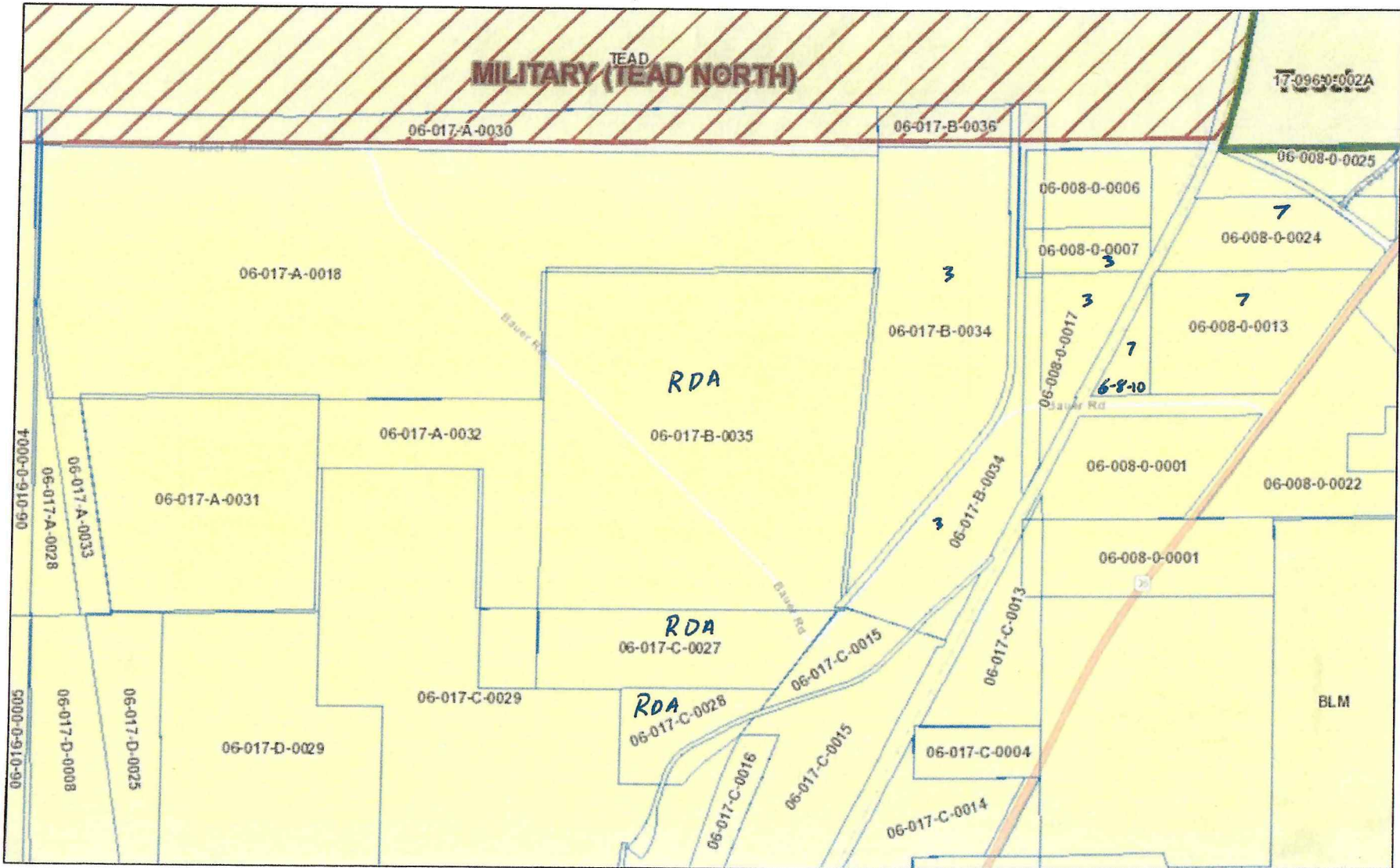
Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

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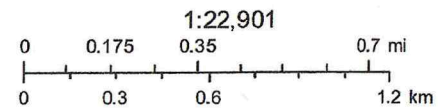
UAR FORM 10A

 Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_



March 21, 2019

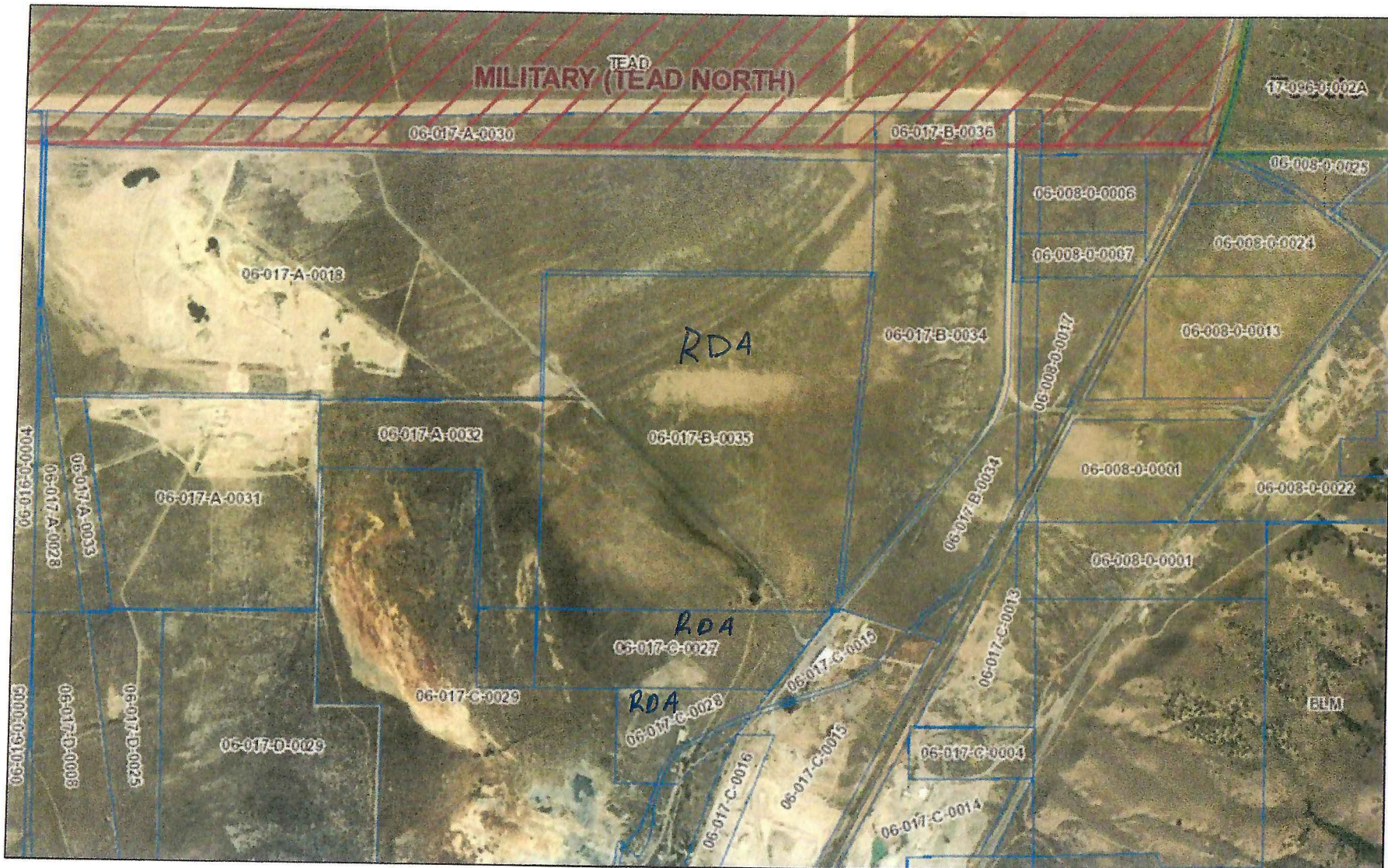
-  Parcels 40k-8k
-  Incorporated Municipalities
-  County Unincorporated Areas
-  Military



Tooele County GIS  
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

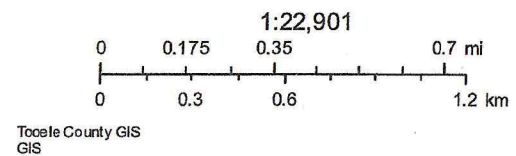
User:





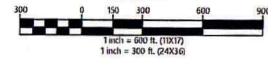
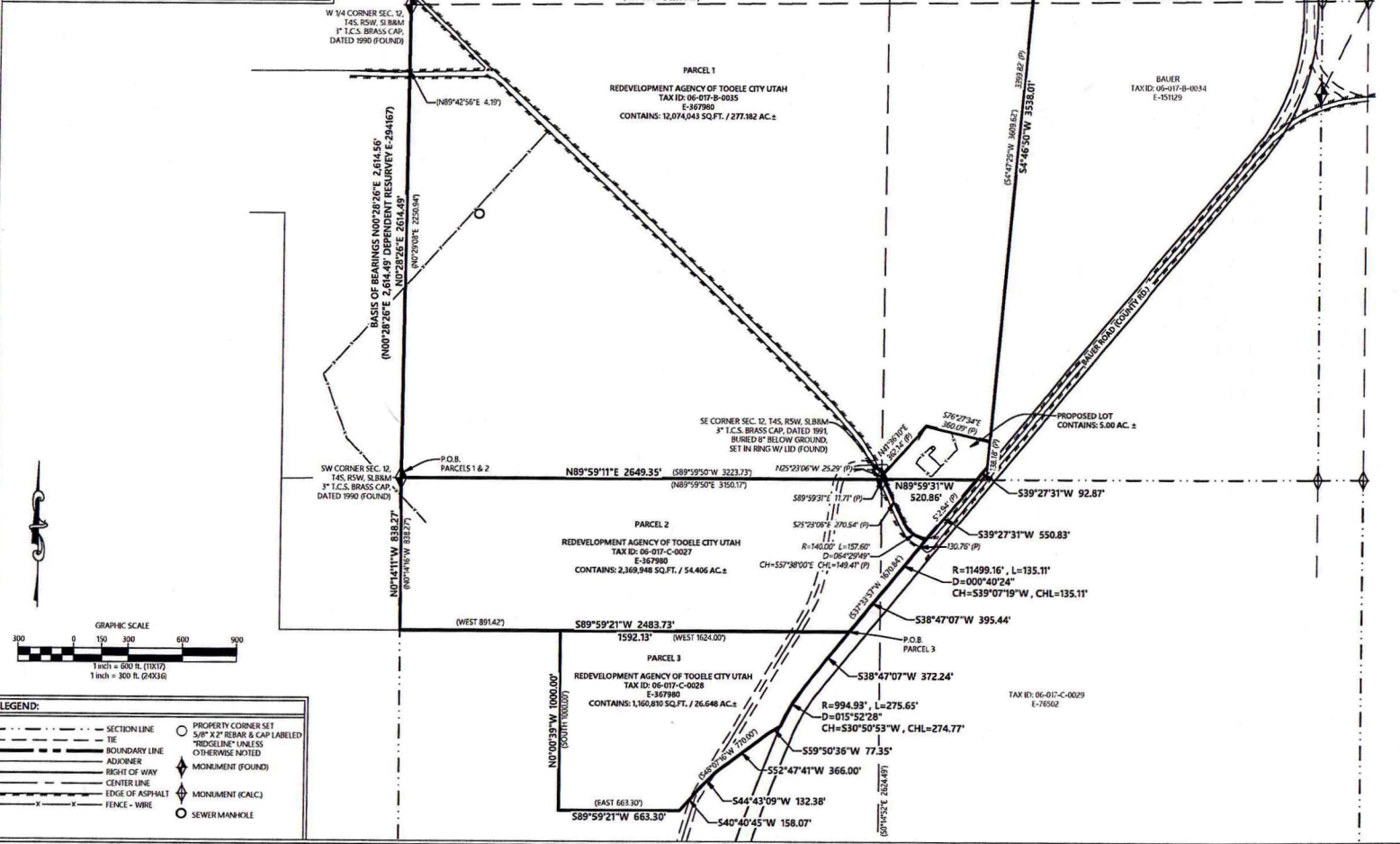
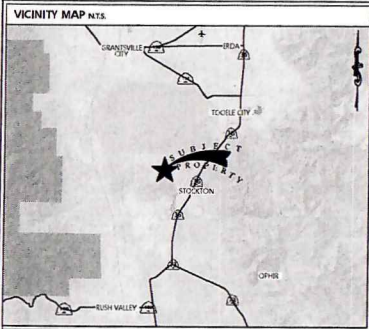
March 21, 2019

- Parcels 40k-8k
- Incorporated Municipalities
- County Uncorporated Areas
- Military



User:





**LEGEND:**

--- SECTION LINE	○ PROPERTY CORNER SET
- - - - - THE	○ 5/8\" x 27\" REBAR & CAP LABELED
--- BOUNDARY LINE	○ \"BRIDGE LINE\" UNLESS
--- ADJOINER	○ OTHERWISE NOTED
--- RIGHT OF WAY	○
--- CENTER LINE	○ MONUMENT (FOUND)
--- EDGE OF ASPHALT	○ MONUMENT (CALC.)
--- FENCE - WIRE	○ SEWER MANHOLE

**SURVEYOR'S CERTIFICATE:**

I, JOHN L. RIDDLE, A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND HOLDING LICENSE NUMBER 5331543, DO HEREBY STATE THAT A SURVEY OF THE DESCRIBED PROPERTY WAS MADE UNDER MY DIRECTION AND THAT THE PLAT HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

**JOHN L. RIDDLE**  
 5331543  
 06/20/10

JOHN L. RIDDLE, PLS #5331543  
 JUNE 20, 2010  
 DATE

**BASIS OF BEARINGS:**

A BEARING OF NORTH 00°28'20\"/>

**LOCATED IN SECTION 12, AND THE NORTH HALF OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN**

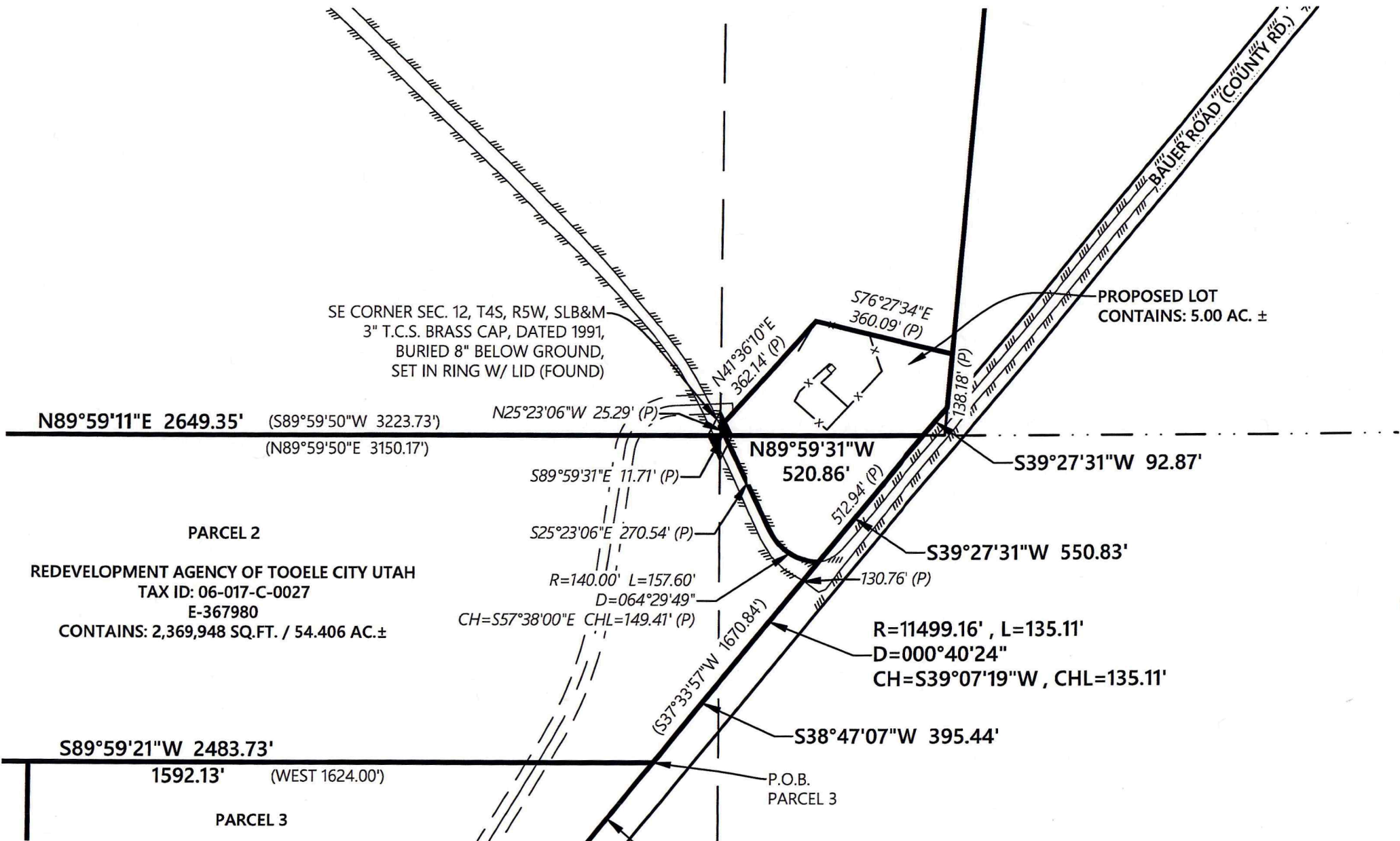
TOOELE CITY REDEVELOPMENT AGENCY  
 TOOELE COUNTY, UTAH  
 RECORD OF SURVEY

**RIDGE LINE**  
 SURVEYING & CONSULTING  
 1000 N. 1000 E. SUITE 100  
 TOOELE, UTAH 84601

DATE: 06/20/10

**KEY NOTES:**

1. XXX
2. XXXX
3. XXXXX
4. XXXXX
5. ECT



SE CORNER SEC. 12, T4S, R5W, SLB&M  
 3" T.C.S. BRASS CAP, DATED 1991,  
 BURIED 8" BELOW GROUND,  
 SET IN RING W/ LID (FOUND)

PROPOSED LOT  
 CONTAINS: 5.00 AC. ±

N89°59'11"E 2649.35' (S89°59'50"W 3223.73')  
 (N89°59'50"E 3150.17')

N25°23'06"W 25.29' (P)

N41°36'10"E  
 362.14' (P)

S76°27'34"E  
 360.09' (P)

138.18' (P)

S39°27'31"W 92.87'

N89°59'31"W  
 520.86'

S89°59'31"E 11.71' (P)

S25°23'06"E 270.54' (P)

512.94' (P)

S39°27'31"W 550.83'

PARCEL 2  
 REDEVELOPMENT AGENCY OF TOOELE CITY UTAH  
 TAX ID: 06-017-C-0027  
 E-367980  
 CONTAINS: 2,369,948 SQ.FT. / 54.406 AC.±

R=140.00' L=157.60'  
 D=064°29'49"

130.76' (P)

CH=S57°38'00"E CHL=149.41' (P)

R=11499.16', L=135.11'  
 D=000°40'24"  
 CH=S39°07'19"W, CHL=135.11'

(S37°33'57"W 1670.84')

S38°47'07"W 395.44'

P.O.B.  
 PARCEL 3

S89°59'21"W 2483.73'  
 1592.13' (WEST 1624.00')

PARCEL 3

**REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

**RESOLUTION 2019-11**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH APPROVING A DEVELOPMENT AGREEMENT WITH M-53 ASSOCIATES FOR 33 ACRES OF LAND LOCATED AT MAIN STREET AND 1000 NORTH STREET.**

WHEREAS, the Redevelopment Agency of Tooele City, Utah (the "RDA"), owned approximately 33 acres of commercially-zoned property (the "Property") upon which Tooele City, through the RDA, desires to establish a vibrant, quality retail commercial development (the "Project"); and,

WHEREAS, by RDA has entered into a Purchase and Sale Agreement ("Agreement") to sell the Property to M-53 Associates ("Kimball") to realize the Project, and the conveyance contemplated by the Agreement has closed; and,

WHEREAS, the Agreement left unaddressed development related questions that the Parties to the Agreement believed are best addressed through a Development Agreement (see Exhibit A); and,

WHEREAS, the Project is anticipated to bring increased sales tax revenues, increased property tax revenues, increased employment opportunities, and increased local shopping and dining options, as well as eliminate a blighted, vacant commercial area in what has become a focal point in Tooele City, namely, the confluence of Main Street (State Road 36) and 1000 North Street (State Road 112); and,

WHEREAS, the RDA Board makes a finding that approving the Development Agreement is in the best fiscal and economic development interest of Tooele City:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH that the Development Agreement, attached as Exhibit A, is hereby approved, and that the Executive Director is authorized to execute the same.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Board of the Redevelopment Agency of Tooele City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2019.



TOOELE CITY RDA

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

RDA CHAIRMAN

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, RDA Attorney

# EXHIBIT A

## Development Agreement

## DEVELOPMENT AND PARTICIPATION AGREEMENT

THIS DEVELOPMENT AND PARTICIPATION AGREEMENT (this “**Agreement**”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 (“**Effective Date**”) by and between: (i) **INTERLINE GROUP, LLC**, a Utah limited liability company (ii) **TALLY THREE, LLC**, a Utah limited liability company, (iii) **MRI INVESTMENT, LLC**, a Utah limited liability company, and (iv) **1030 SALT LAKE CITY, LLC**, a Utah limited liability company (collectively, the “**Company**”) and the **Redevelopment Agency of Tooele City, Utah, a political subdivision of the State of Utah** (the “**Agency**”). The Agency and the Company agree as follows:

### 1. Background.

1.1. Under a Real Estate Purchase Contract dated April 4, 2018 (as modified or amended from time to time, the “**REPC**”), the Company acquired from the Agency, certain unimproved land described in the attached **Exhibit A** (the “**Property**”).

1.2. The Company agrees to develop the Property substantially according to the master site plan (the “**Approved Site Plan**”) attached as **Exhibit B** (as described in the Approved Site Plan, the “**Project**”). Except as required by Tooele City during the entitlement process, the Approved Site Plan may not be substantially amended in any manner that adversely affects the interests of the Agency without the consent of the Agency’s Board and Executive Director. As a condition to all payment obligations of the Agency under this Agreement, the Company agrees that it will not develop, or permit to be developed, the Property in any way that is not consistent with the Approved Site Plan. Despite the foregoing, however, the Company retains sole discretion to make, without any requirement for Agency approval, revisions to the Approved Site Plan (i) in order to accommodate demands or requests from City administrative staff, or (ii) that do not substantially amend the Site Plan. For purposes of this section 1.2, the term “substantially amend” means to reduce the combined square footage of commercial building improvements by more than 10% of the square footage shown in the attached **Exhibit B**. Regarding the undefined lots shown in the Approved Site Plan, the Company agrees to provide the Agency with written notice of the intended use of those Lots within thirty days after the Company has identified the use for the Lot.

1.3. The Agency has created the 1000 North Retail Community Reinvestment Project Area (the “**Project Area**”), through the adoption of the 1000 North Retail Community Reinvestment Project Area Plan (the “**Project Area Plan**”). The Property is located within the boundaries of the Project Area.

1.4. Due to its location within the Project Area, the Property generates tax increment revenues that are diverted to the Agency under various interlocal cooperation agreements (the “**ILAs**” as further described *below*) entered into by and between the Agency and various taxing entities, respectively, within the Project Area.

1.5. The Company has presented to the Agency and its consultants sufficient information, including development plans and alternatives, financial statements, and other information, showing justification for the Agency’s participation in certain development costs for the Project, as provided *below*.

## 2. Tax Increment.

2.1. This Agreement refers to “tax increment” which is a term defined by Utah Code Ann. § 17C-1-102(60) (2018). The term “tax increment” in this Agreement has the same meaning as defined by that statute (as amended, replaced, or superseded from time to time). The parties acknowledge that tax increment generally refers to the additional ad valorem tax revenues generated by the increase in value of taxable real and personal property resulting from new development and construction within the Project Area.

2.2. The Agency is entitled to collect a portion of tax increment from the property located within the Project Area boundaries as expressly provided under the ILAs. A copy of each of the ILAs is attached hereto as **Exhibit C**. For informational purposes, the Agency has entered into ILAs with each of the following taxing entities within the Project Area: (i) Tooele City (the “City”), and (ii) Tooele School District. All provisions, terms, conditions and obligations under the ILAs are hereby incorporated into this Agreement and the Company assumes, subject to receiving all necessary City approvals, permits and entitlements for the Project, all the risk relating to the development of the Project necessary for satisfaction of those provisions, terms, conditions and obligations, relating to tax increment under this Agreement.

2.3. The Agency represents and warrants that it has not encumbered or pledged tax increment from the Property. The Agency agrees that the Agency will not, without the prior written consent of the Company, which may be withheld in the Company’s sole discretion, issue any bonds and other indebtedness that are secured by tax increment from the Property until such time as Company has been reimbursed all amounts required under this Agreement, unless such obligations are subordinate to the rights of the Company under this Agreement.

2.4. The Agency agrees that the Agency will not, without the prior written consent of the Company, which may be withheld in the Company’s sole discretion, until such time as Company has been reimbursed all amounts required under this Agreement, cause, permit, or consent to any modifications or amendments to any of the ILAs in a manner that reduces the amount of tax increment to be paid to the Agency, on either an annual or cumulative basis, from the Project Area.

3. Project Financing. As a condition to all obligations of the Agency under this Section 3, the Company agrees that it must first obtain a temporary or permanent certificate of occupancy for the building shell (meaning the completed structure before specific tenant improvements) for at least 57,000 square feet of inline retail commercial development according to the Approved Site Plan (the “Development Condition”). The Company is solely responsible for all the costs of acquisition, development, construction, maintenance, ownership, repair, etc., of the Project. However, the Agency agrees to participate with the Company in financing, solely on a post-performance basis after, certain development costs solely by paying the following:

3.1. *Guaranteed Payment:* Upon satisfaction of the Development Condition, the Agency agrees to pay the Company the amount of \$150,000 per year for 15 years (each an “Annual \$150K Payment”). This totals \$2,250,000. The Agency will make the first Annual \$150K Payment within 60 days after the date on which the Company satisfies the Development Condition and will continue annually by the same date of each succeeding year, for 14 additional years. The Agency will provide the Annual \$150K Payments from any legally-available funds of the Agency, other than from the tax increment generated by the Property; to be clear, the obligation to pay the Annual

\$150K Payments is in addition to the obligations of the Agency under subsection 3.2 immediately *below*; the obligation of the Agency to pay each of the Annual \$150K Payments is not conditional on the Agency receiving tax increment from the Property.

3.2. *Tax Increment:*

3.2.1. This subsection 3.2.1 is subject to the “Reimbursement Cap Amount” limitations described in subsection 3.2.2. Upon satisfaction of the Development Condition, the Agency will pay to the Company 95% of all tax increment revenues generated by, and actually received by, the Agency annually under the ILAs from the Property within the Project Area (each an “Annual TIF Payment”), for a period of 20 years; *i.e.*, for a total of 20 Annual TIF Payments, or until the Reimbursement Cap Amount described in subsection 3.2.2 has been paid (whichever occurs first). The Agency will trigger its right to collect tax increment from the Project, and thus will make the first Annual TIF Payment to the Company, beginning with the first full calendar year after the date on which the Development Condition has been satisfied. The Agency will make each Annual TIF Payment within 30 days after the Agency has received the final payment of tax increment for the applicable year from the Tooele County Treasurer. Despite anything in this Agreement to the contrary: all obligations of the Agency to pay any tax increment to the Company are conditional on the Company or the property owner timely and properly paying all taxes assessed on or generated from the Property, including but not necessarily limited to real property, personal property, ad valorem, and sales taxes, to the appropriate taxing authorities; and the Company reserves all, and does not waive or relinquish any, rights available at law or in equity to appeal or contest any taxes or assessments on the Property. The Agency will retain for its administrative expenses the remaining 5% of the tax increment revenues generated by the Property. For informational purposes, the Agency typically receives final tax increment payments from the Tooele County Treasurer in April or May (for the preceding tax year), which means the Agency will likely pay the first Annual Increment Payment to the Company around May or June of the year following the calendar year during which the Company obtains the required certificates of occupancy for the Project, and then the successive payments in May or June of each following year.

3.2.2. The maximum total amount of tax increment that the Agency will pay to the Company under subsection 3.2.1 is \$4,754,000.00 (the “Reimbursement Cap Amount”). In no event will the Agency pay more tax increment to the Company under subsection 3.2.1 than the Reimbursement Cap Amount. If any Annual TIF Payment would otherwise be in an amount that would cause the total payments to the Company under subsection 3.2.1 to exceed the Reimbursement Cap Amount then that Annual TIF Payment shall be reduced to an amount that will cause the total amount of all Annual TIF Payments made by the Agency to the Company to equal to the Reimbursement Cap Amount. If the Company receives any payment(s) of tax increment under subsection 3.2.1 in excess of the Reimbursement Cap Amount whether by mistake of the Agency or for any other reason, the Company agrees to immediately refund the excess back to the Agency upon discovery by the Company or request by the Agency (whichever occurs first).

4. Satisfaction of City Water Requirements and Impact Fees. All payment obligations of the Agency under this Section 4 are in addition to all other payment obligations of the Agency under this Agreement.



4.1. *Direct Payment for Water Rights:* The parties acknowledge that when the Company obtains a building permit for any commercial development activity on the Property, the Company will be obligated to purchase an adequate number and quantity of water rights from the City for each such commercial development, as required by the City. The Agency agrees to pay immediately when due, or to otherwise make arrangements with the City for payment of, adequate and sufficient water rights to meet the requirements imposed by the City (and no more) on each portion or phase of the commercial development within the Project. The Company will bear full responsibility for all water rights associated with any residential development; the Agency will not participate in payment for any water rights for residential use. The obligation of the Agency to provide and pay for the commercial water rights as specified in this paragraph is not conditional on the Agency receiving tax increment from the Property.

4.2. *Participation In Impact Fees on Commercial Development:* The maximum amount of impact fees that the Company will be required to pay to the City in connection with the development of any commercial improvements on the Property will be \$2.00 per square foot of finished floor area (the “Maximum Commercial Impact Fee”). If the actual impact fees charged by the City on any portion of the commercial development exceed the Maximum Commercial Impact Fee, the Agency will pay to the City the amount in excess of the Maximum Commercial Impact Fee. The obligation of the Agency, if any, in this paragraph is not conditional on the Agency receiving tax increment from the Property. The Company will bear full responsibility for all impact fees associated with any residential development; the Agency will not participate in payment for any impact fees for residential use.

5. Sewer Line Relocation. All payment obligations of the Agency under this Section 5 are in addition to all other payment obligations of the Agency under this Agreement, and are not conditional on the Agency receiving tax increment from the Property. The parties acknowledge that an existing sewer line crosses through the Property and may, as determined by the City Engineer, need to be relocated to accommodate commercial development on the Property. The Agency agrees to pay all costs required to relocate the sewer line in order to accommodate commercial (not residential) development on the Property. For avoidance of doubt, the Agency’s obligations under this Section 5 do not include any costs for sewer connections, hookups, services, manholes, service laterals, or other costs required to serve the Property or any development on the Property; the Agency’s obligation is solely limited to paying the cost to relocate the existing line, if and when required. If, however, the City Engineer determines that the sewer line does not need to be relocated, then the Agency will pay to the Company cash in the amount estimated by the City Engineer as the cost that would have been required to relocate the sewer line, up to a maximum of \$250,000.00 (the “Sewer Line Cash Payment”). If the Sewer Line Cash Payment is required to be paid by the Agency, the Agency will pay it (i) only after satisfaction of the Development Condition specified in Section 3, and (ii) at the time the Agency pays the Company the first Annual \$150K Payment.

6. Residential Densities. The Agency agrees to cooperate with the Company in seeking all land use approvals from the City, in order for the Company to develop residential units, substantially according to the Approved Site Plan, at a density of 25 units per acre.

7. Limitations on Agency Authority. The Company acknowledges that:

7.1. the Agency is a political subdivision of the State of Utah operating and existing under Title 17C of the Utah Code Ann., separate and distinct from the City, for the purpose of, among

other things, promoting the urban renewal, economic development and community development in the City;

7.2. the City is not a party to this Agreement, and the City will not have any commitments, obligations, duties, liabilities or obligations under this Agreement;

7.3. the Agency has no independent taxing power, and therefore the Agency's sole source of revenue, at least for purposes of this Agreement, is tax increment financing as provided under Utah law;

7.4. if Utah law is amended or superseded by new law that has the effect of reducing or eliminating the amount of tax increment revenue to be paid to the Agency, the Agency's obligation to pay tax increment to the Company will be accordingly reduced or eliminated;

7.5. if a court of competent jurisdiction declares that the Agency cannot legally receive tax increment revenues, or make payments to the Company from tax increment revenues as provided in this Agreement, or takes any other action which eliminates or reduces the amount of tax increment revenues paid to the Agency, the Agency's obligation to make Annual Increment Payments to the Company shall be accordingly reduced or eliminated; and

7.6. the Agency has no power or authority to grant any land use approvals;

7.7. nothing in this Agreement creates, implies, or guarantees any land use approvals; and

7.8. all land use approvals are subject to the standard requirements of applicable state and City laws and regulations.

8. Agreement Term/Breach/Termination. Despite anything else in this Agreement to the contrary, this Agreement will immediately and automatically terminate upon the satisfaction of all payment and performance obligations of the Agency to the Company.

9. Indemnification. The Company agrees to indemnify, defend (with counsel of the Indemnitees' choosing), and hold the Agency and the City, including their respective officers, directors, agents, employees, contractors, and consultants (the "Indemnitees"), harmless from and against all liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising from or as a result of death, injury, accident, loss or damage of any kind caused to any person or property because of the act(s), error(s), or omission(s) of the Company, including its officers, directors, agents, employees, contractors, and consultants, upon or in connection with the Property or in connection in any way with this Agreement, except in each case to the extent arising out of the gross negligence, willful misconduct, illegal acts, bad faith, or breach of this Agreement by the Indemnitees.

10. Parties; Successors and Assigns.

10.1. Except for the City, which is an intended third-party beneficiary as described in the immediately preceding paragraph regarding indemnification, this Agreement is intended solely for the benefit of the Agency and the Company and there are no other intended third-party beneficiaries.

10.2. The limited liability companies comprising the Company may convey or contribute their ownership interests in the Property to a newly created joint venture or limited liability company (a “Consolidated Owner”) in exchange for corresponding partnership or membership interests in such Consolidated Owner upon written notice to the Agency, but without any requirement of prior Agency approval. In the event the Property is transferred by the Company to a Consolidated Owner, the Company may, without the need for the Agency’s prior written approval, assign this Agreement, and all or some of its rights and obligations hereunder, to the Consolidated Owner, which shall assume in writing the Company’s obligations hereunder. No such assignment by the Company to a Consolidated Owner shall release the limited liability companies now comprising the Company from their respective obligations hereunder.

10.3. The Company’s, or the Consolidated Owner’s selling or conveying of lots or parcels in any approved subdivision or plat with respect to the Property in connection with its development and/or buildout of the Project to any entity that they control, or are controlled by, or are under common control with, including single purpose entities, or to builders, users, or subdevelopers, shall not be deemed to be an “assignment” subject to the approval by the Agency as set forth below.

10.4. The Company’s transfer of all or any part of the Property to any entity “related” to the Company (as defined by regulations of the Internal Revenue Service), the Company’s entry into a joint venture for the development of the Project, or the Company’s pledging of part or all of the Project as security for financing, shall also not be deemed to be an “assignment” subject to the approval by the Agency. The Company shall give written notice to the Agency of any event specified in this section 10 within twenty (20) business days after the event has occurred. Such notice shall include providing the Agency with all necessary contact information for the assignee or grantee.

10.5. Except as set forth in sections 10.2, 10.3 and 10.4 above, the Company has no right to assign this Agreement or its obligations under this Agreement without the Agency’s prior written consent, which may be withheld in the Agency’s sole discretion.

10.6. The Company shall give notice to the Agency of any proposed assignment that requires Agency approval as set forth in section 10.5 above, and provide such information regarding the proposed assignee that the Agency may reasonably request. Such notice shall include providing the Agency with all necessary contact information for the proposed assignee.

10.7. Any assignee of the Company approved by the Agency shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

10.8. If the Company sells or conveys lots or parcels of land to affiliates, third parties, subdevelopers or related parties, the lots or parcels so sold and conveyed shall bear the same rights and privileges (other than with respect to payment of any tax increment or other funds by the Agency under this Agreement) as when owned by the Company and as set forth in this Agreement without any required approval, review, or consent by the Agency except as otherwise provided herein. In no event shall the Company or the Consolidated Owner assign the tax increment or any other rights to payment from the Agency under this Agreement to a third party, nor shall the Agency be required to pay the tax increment or any other amount to any party other than the

Company, or the Consolidated Owner if so created, and the rights to the tax increment and any other Agency payments shall not be assigned in connection with the sale or conveyance of lots or parcels of land.

10.9. Subject to the limitations set forth above in this section 10 of the Agreement, this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

11. No Liability of Officials/Employees. No director, officer, agent, employee, or consultant of the Agency or the Company shall be personally liable to the other party hereto, or any successor in interest, in the event of any default or breach by the Agency or Company or for any amount which may become due to the Company or its successors or on any obligations under the terms of this Agreement.

12. No Legal Relationship. The parties disclaim any partnership, joint venture, fiduciary, agency, or employment status or relationship between them. No party has the authority to make any representation or warranty or incur any obligation or liability on behalf of the other party, nor shall they make any representation to any third party inconsistent with this paragraph.

13. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Property, or the Project, for the general public or for any public purpose whatsoever.

14. Attorneys' Fees. In the event of litigation between the parties related to this Agreement, the Court must award the prevailing party its costs, expenses, and reasonable attorneys' fees, such fees to be determined by the court sitting without a jury.

15. Governing Law. The laws of the State of Utah will govern this Agreement. Any action pertaining to or arising under this Agreement must be brought in the applicable state or federal court having jurisdiction in, and located in, Tooele County, Utah, and nowhere else.

16. Waiver. The waiver by any party of any right granted to it hereunder shall not be deemed a waiver of any other right or of a subsequent right obtained by reason of the matter previously waived.

17. Amendment. This Agreement may be modified or amended only by a written instrument authorized and executed by the Company and the Agency, respectively, each in their sole discretion.

18. Entire Agreement/Amendment/Counterparts. The Recitals, and all exhibits, schedules and attachments attached hereto, are incorporated and made an integral part of this Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter addressed; however, the parties acknowledge the continued existence and enforceability of certain provisions of the REPC which survived the closing of the purchase of the Property. Except for those provisions of the REPC which survived the closing of the purchase of the Property, there are no other contracts, understandings, representations, or agreements, written or verbal, between the parties relating in any way to the subject matter of this Agreement. No party is relying on any verbal or written statements of the other than those expressly in this Agreement.

19. Construction/ Headings. The parties waive the application of any rule of law relating to the construction of this Agreement that provides in effect that ambiguous or conflicting terms or

provisions should be construed against the party who prepared this Agreement or any earlier draft thereof. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

20. Severability. If any provision (or portion of any provision) of this Agreement shall be deemed to be invalid or unenforceable, such invalidity or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof provided the removal of same does not materially alter the overall intent of this Agreement.

21. Time is of the Essence. Time is of the essence with respect to each and every term, condition, obligation and provision hereof.

22. Further Assurances/Estoppels. The parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement. The Company may request from the Agency an estoppel certificate, in order to assist the Company with any third party seeking to purchase all or a portion of the Property or lend funds against the same certifying that the Company, or its permitted assignee, grantee or subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement. The Agency's Executive Director retains sole and absolute discretion to provide or not provide such requested estoppel certificate(s) and the Agency will have no liability for refusing to provide any requested estoppel certificate(s).

23. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

24. Force Majeure. The Agency or the Company shall be excused, without penalty, for the period of any delay in the performance of any obligations hereunder when prevented from doing so by causes beyond its control, which shall include without limitation acts of God, governmental restrictions, strikes, labor disturbances, shortages of materials or supplies and the inability to obtain reasonable substitutes, and actions or inactions of governmental authorities (a "Force Majeure Event"). In connection with any Force Majeure Event, the party claiming such Force Majeure Event must use commercially reasonable efforts to mitigate the effect of such Force Majeure Event. Nothing contained in this paragraph shall excuse either party from paying in a timely fashion any payments due under the terms of this Agreement.

25. Company as a Collective. All obligations of the Company under this Agreement are joint and several. Any one entity that is part of the collective definition of the Company may communicate with the Agency regarding this Agreement, and the Agency will be entitled to treat any one entity as the Company collectively, and all other entities that are part of the collective definition of the Company hereby release the Agency from all liabilities, claims, and damages associated with the Agency's actions taken in reliance on this paragraph. By way of example only, and without limitation, the Agency may pay any one of the Company entities any amount due under this Agreement in full satisfaction of the obligations of the Agency to the Company collectively with respect to that payment. The purpose of this paragraph is to simplify administration of this Agreement by the Agency; the Company assumes all risks associated with the fact that there are several entities on the Company side of the transactions.

26. Limitation of Remedies. The Company's sole and exclusive remedy for any non-performance or breach of the Agency's express or implied covenants of this Agreement is declaratory relief construing this Agreement's rights and obligations and specific performance of this Agreement. Under no circumstances shall the Agency be liable to the Company or its successors-in-interest for any monetary damages, including, but not limited to, costs, fees, special, general, direct, indirect, delay, compensatory, expectancy, consequential, reliance, out-of-pocket, restitution, or other damages, except as otherwise expressly stated herein. Nothing in this Agreement shall relieve the Company or its successors-in-interest of the requirement to exhaust available administrative remedies.

27. Authority. The individuals executing this Agreement represent and warrant to the Parties that they possess the legal authority to execute this Agreement pursuant to the terms herein.

28. Mutual Preparation in Document Preparation. Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, both parties will be deemed to have jointly drafted this Agreement and the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.

29. Notices. All notices, demands, requests, or other communications required or permitted by this Lease shall be in writing and effective when received, and delivery shall be made personally, or by registered or certified mail, return receipt requested, postage prepaid, or overnight courier, addressed as follows:

**The Company:**

Attention: Victor Kimball  
1000 South Main Street #104  
Salt Lake City, Utah 84101

**The Agency:**

RDA Executive Director  
90 North Main Street  
Tooele, UT 84074

With copy to:  
City Attorney  
90 North Main Street  
Tooele, UT 84074

*[End of Terms – Signature Page Follows]*



IN WITNESS WHEREOF, the Agency and the Company have executed this Development and Participation Agreement effective as of the date shown above.

**INTERLINE GROUP, LLC**

By: \_\_\_\_\_  
Printed Name:  
Title:

**TALLY THREE, LLC**

By: \_\_\_\_\_  
Printed Name:  
Title:

**MRI INVESTMENT, LLC**

By: \_\_\_\_\_  
Printed Name:  
Title:

**1030 SALT LAKE CITY, LLC**

By: \_\_\_\_\_  
Printed Name:  
Title:

**REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Executive Director

*Attest:*

\_\_\_\_\_  
RDA Secretary

*Approved as to Form:*

\_\_\_\_\_  
RDA Attorney

*[Exhibits A, B, and C to be attached]*

**Exhibit A**

*Legal Description of the Property*

**Exhibit B**

*Approved Site Plan*

**Exhibit C**

*ILAs*