

Redevelopment Agency of Sandy City



Linda Martinez Saville	Chair
Steve Fairbanks	Vice-Chair
Brooke Hansen	Board Member
Zach Robinson	Board Member
Chris McCandless	Board Member
Maren Barker	Board Member
Kristin Coleman-Nicholl	Board Member

Tuesday, February 13, 2018

Sandy City Hall
10000 Centennial Parkway, Sandy, Utah

Agenda

Meeting time: Approximately 7:00 p.m.

1. Motion to convene Redevelopment Agency meeting
2. Resolution RD 18-01. A Resolution approving the sale of land and a contiguous temporary construction easement, located at approximately 132 E 8960 S, to the Utah Department of Transportation.
3. Resolution RD 18-02. A Resolution authorizing the execution of a Tax Increment Participation Agreement with ST Mall Owner, LLC, relating to a community mural program at The Shops at South Town.
4. Approval of Minutes:
December 19, 2017
December 28, 2017
5. Motion to adjourn Redevelopment Agency meeting.

In compliance with the Americans with Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance please call [\(801\) 568-7141](tel:8015687141).



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

SHANE M. MARSHALL, P.E.
Deputy Director

January 2, 2018

Redevelopment agency of Sandy City
10000 Centennial Parkway
Sandy, UT 84070

Dear Redevelopment agency of Sandy City:

The Utah Department of Transportation (UDOT) has prepared an offer to purchase your property, which is located at 132 East 8960 South, Sandy, UT 84070 and has assigned parcel number(s) 128:A, 128:E to help identify your property during this process. The property has been valued using standard valuation methods. Based on those methods, UDOT hereby makes an offer to purchase your property for \$15,000.00.

Although this letter is provided as part of an attempt to negotiate with you for the sale of your property or an interest in your property without using the power of eminent domain, UDOT may use that power if it is not able to acquire the property by negotiation. Because of that potential, the person negotiating on behalf of UDOT is required to provide the following disclosures to you:

- * You are entitled to receive just compensation for your property.
- * You are entitled to an opportunity to negotiate with UDOT over the amount of just compensation before any legal action will be filed.
- * You are entitled to an explanation of how the compensation offered for your property was calculated.
- * If an appraiser is asked to value your property, you are entitled to accompany the appraiser during an inspection of the property.
- * You are entitled to discuss this case with the attorneys at the Office of the Property Rights Ombudsman. The office may be reached at 801-530-6391, or at Heber M. Wells Building, 160 East 300 South, Salt Lake City, UT, 84111.
 - * The Office of the Property Rights Ombudsman is a neutral state office staffed by attorneys experienced in eminent domain. Their purpose is to assist citizens in understanding and protecting their property rights. You are entitled to ask questions and request an explanation of your legal options.
- * If you have a dispute with UDOT over the amount of just compensation due to you, you are entitled to request free mediation or arbitration of the dispute from the Office of the Property Rights Ombudsman. As part of mediation or arbitration, you are entitled to request a free independent valuation of the property.
- * Oral representations or promises made during the negotiation process are not binding upon the entity seeking to acquire the property by eminent domain.



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DEPARTMENT OF TRANSPORTATION

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Executive Director

SHANE M. MARSHALL, P.E.
Deputy Director

I will be pleased to visit with you or your representative to discuss this offer and to answer any questions you might have about the acquisition process. Please review all the enclosed documents:

- * Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- * Offer to Purchase
- * Statement of Just Compensation
- * Right of Way Contract
- * Deed(s) and/or Easement(s)
- * Map and legal description

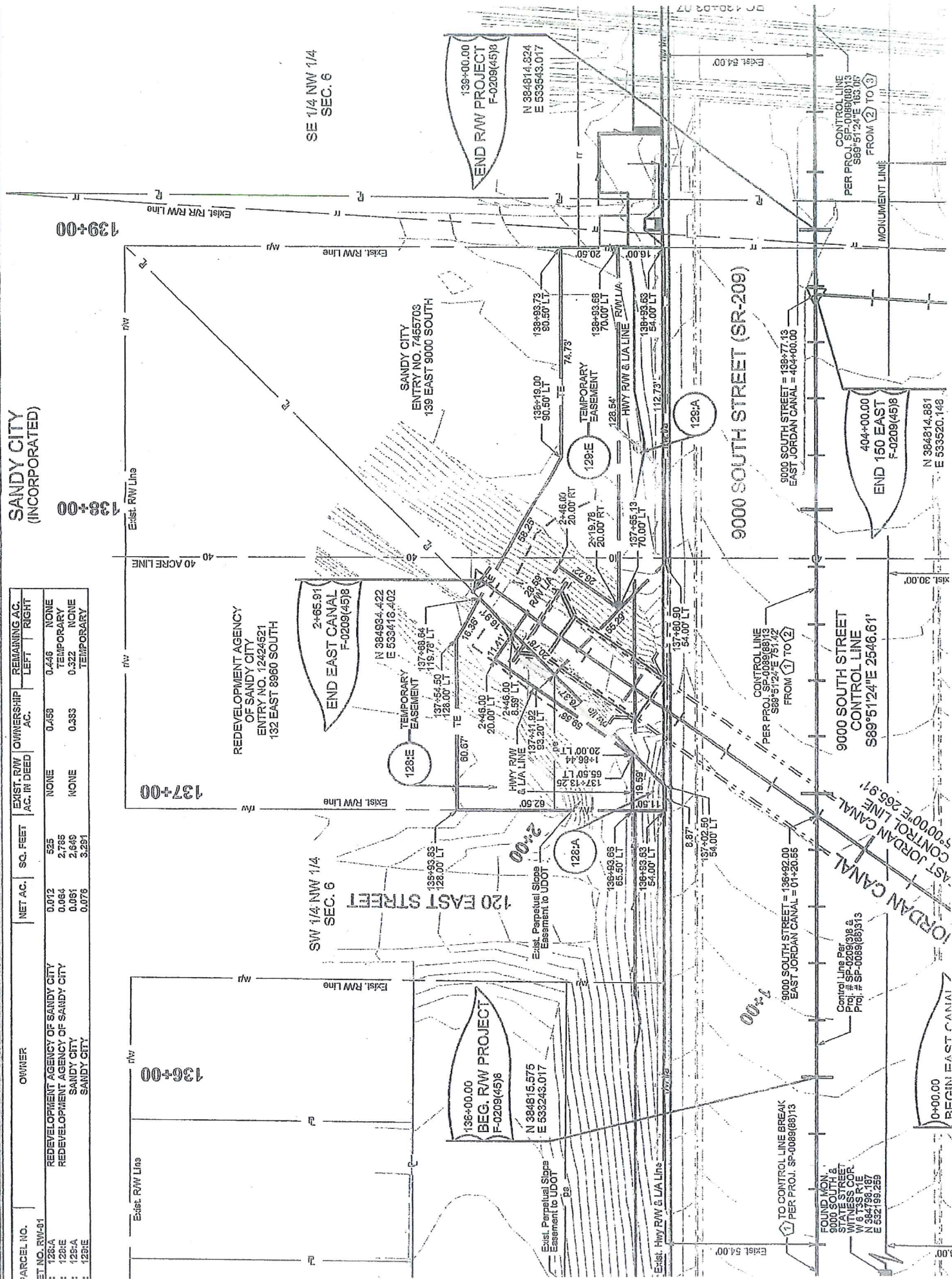
I will be calling you to discuss the enclosed documents and to answer any questions you may have regarding this UDOT Project. If you don't hear from me in the next couple of days it might mean that I have been unable to locate a good telephone number for you. As that may be the case, please give me a call and leave your contact phone number and best time for me to contact you. My contact information is on my business card and also printed below. For your records please make yourself a copy of the documents you are signing before sending them back.

If you are in agreement with our offer, please sign and initial the contract, offer to purchase, all deed(s) and/or easement(s). All deed(s) and/or easement(s) must be signed and notarized. Once all of the required documents have been signed and approved by UDOT, closing documents will be prepared. Please note the signed documents must be approved by the UDOT Director of Right of Way before they will be a final enforceable contract. Upon receipt of the signed documents, a check will be issued payable to you after all applicable liens have been paid. This payment along with a copy of the fully executed contract will be returned to you in approximately six weeks. If you have any questions about the closing or acquisition process, please contact me at your earliest convenience.

On behalf of UDOT, I look forward to working with you.

Sincerely,

David L. Peterson (Consultant)
801-558-4778
Acquisition Agent / Right of Way Division
Utah Department of Transportation



SANDY CITY (INCORPORATED)

40 ACRE LINE

SE 1/4 NW 1/4
SEC. 6

SW 1/4 NW 1/4
SEC. 6

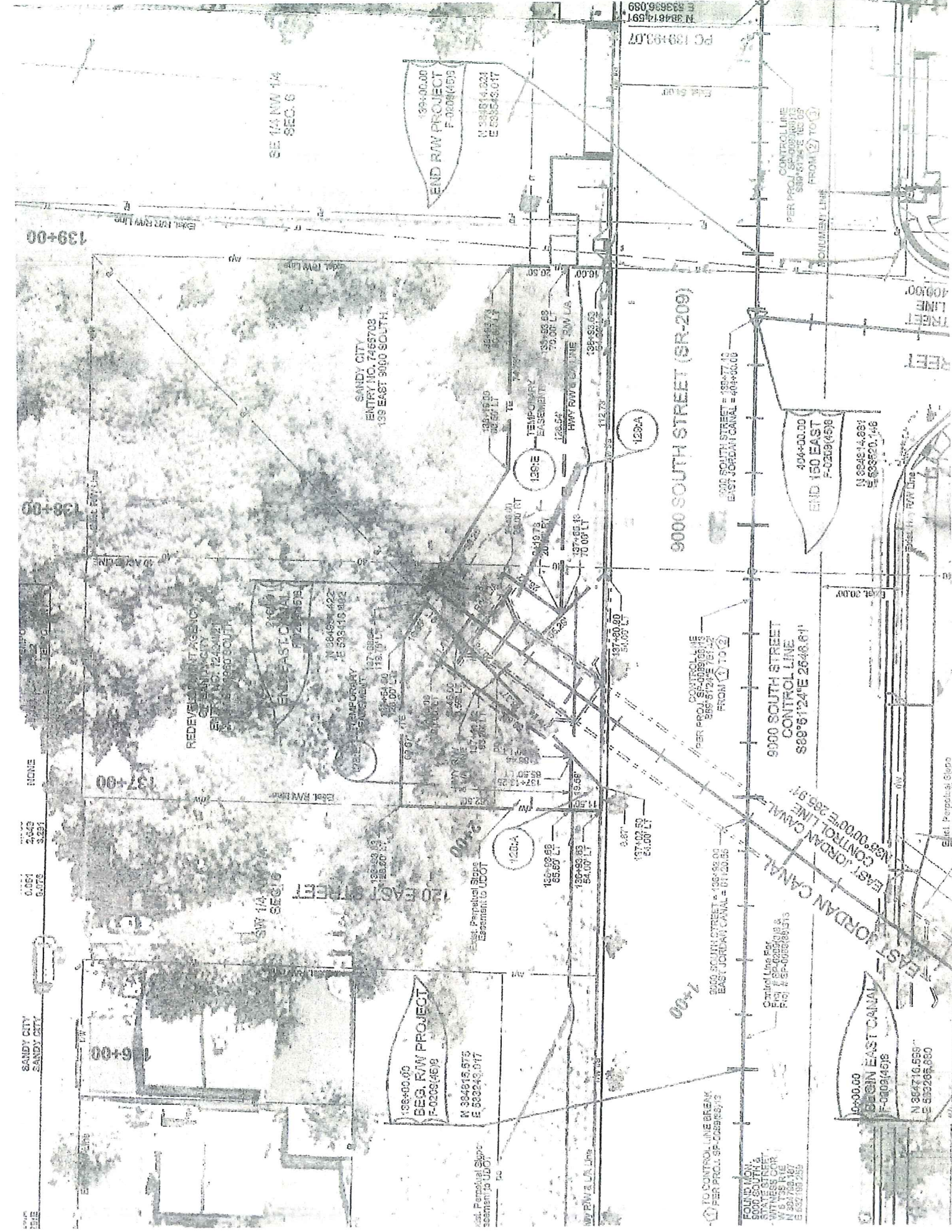
PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. RW AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	RIGHT
128:A	REDEVELOPMENT AGENCY OF SANDY CITY	0.012	525	NONE	0.458	0.446	NONE
128:E	REDEVELOPMENT AGENCY OF SANDY CITY	0.064	2,785	NONE	0.322	0.322	TEMPORARY
129:A	SANDY CITY	0.051	2,649	NONE	0.383	0.383	NONE
129:E	SANDY CITY	0.076	3,291	NONE	0.383	0.322	TEMPORARY

FOUND MON. 9000 SOUTH & STATE STREET WEST MONUMENT LINE PER PROJ. # SP-0089(89)13 N 384314.881 E 533520.143

FOUND MON. 120 EAST STREET MONUMENT LINE PER PROJ. # SP-0089(89)13 N 384814.881 E 533520.143

FOUND MON. 9000 SOUTH STREET MONUMENT LINE PER PROJ. # SP-0089(89)13 N 384314.881 E 533520.143

FOUND MON. 150 EAST STREET MONUMENT LINE PER PROJ. # SP-0089(89)13 N 384814.881 E 533520.143



SANDY CITY
SANDY CITY

0.083
2.643
0.078
3.291

HONE

136+00
137+00
138+00
139+00

SE 14 NW 14
SEC. 16

SANDY CITY
ENTRY INC. 7455703
139 EAST 9000 SOUTH

REDEVELOPMENT AGENCY
OF SANDY CITY
ENTRY INC. 7455703
139 EAST 9000 SOUTH

EAST CANAL
F-0205(45)B

TEMPORARY
EASEMENT
N 38483.422°
E 539.410.902

136+00.00
BEG. R/W PROJECT
F-0205(45)B
N 38483.422°
E 538224.017

139+00.00
END R/W PROJECT
F-0205(45)B
N 38483.422°
E 538546.017

9000 SOUTH STREET (SR-209)

CONTROL LINE
PER PROJ. SP-0089(8)B
S89°51'24"E 2646.61'

CONTROL LINE
PER PROJ. SP-0089(8)B
S89°51'24"E 2646.61'

150+00.00
BEG. EAST CANAL
F-0205(45)B
N 824710.559°
E 533265.880

404+00.00
END 150 EAST
F-0205(45)B
N 824814.891°
E 538820.146

TO CONTROL LINE BREAK
PER PROJ. SP-0089(8)B
N 38483.422°
E 539.410.902

CONTROL LINE
PER PROJ. SP-0089(8)B
S89°51'24"E 2646.61'

CONTROL LINE
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S89°51'24"E 2646.61'

CONTROL LINE
PER PROJ. SP-0089(8)B
S89°51'24"E 2646.61'

East Perpetual Sign

East Perpetual Sign



**Utah Department of Transportation
Right of Way Division
Statement of Just Compensation**

Project No: F-0209(45)8 Parcel No.(s): 128:A, 128:E
 Pin No: 15998 Job/Proj No: 55151 Project Location: SR-209; 90th., State St. to 700 E (Canal Wrk early)
 County of Property: SALT LAKE Tax ID / Sidwell No: 28-06-180-001
 Property Address: 132 East 8960 South SANDY UT, 84070
 Owner's Address: 10000 Centennial Parkway, Sandy, UT, 84070
 Owner's Home Phone: _____ Owner's Work Phone: (801)568-7106
 Owner / Grantor (s): Redevelopment agency of Sandy City, a Utah political subdivision
 Grantee: Utah Department of Transportation (UDOT)/The Department

The following information is the basis for the amount estimated by Utah Department of Transportation to be just compensation.

Parcel No.	Type of Interest Acquired	Size Units	Price Per Unit	Property % Use	County
128:A	Land	525 SQFT	\$12.75	100 Government	SALT LAKE
128:E	Land	2785 SQFT	\$12.75	8 Government	SALT LAKE
VALUE OF THE TAKING					
128:A	----->	525 SQFT	\$12.75	100 x 1 =	\$6,694.00
128:E	----->	2785 SQFT	\$12.75	8 x 2.914 =	\$8,276.00
OTHER COSTS					
128:A	Rounding				\$30.00
NET AMOUNT:					\$15,000.00

Utah Department of Transportation declares that this offer is the amount that has been established by UDOT as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: Jan 2, 2018



 David L. Peterson (Consultant) / Acquisition Agent

OFFER TO PURCHASE RIGHT OF WAY

Pin: 15998 **Project No:** F-0209(45)8
Owner Name: Redevelopment agency of Sandy City, a Utah political subdivision
Property Address: 132 East 8960 South, SANDY, UT 84070
Parcel No: 128:A, 128:E
Authority No: 55151 **Tax Id:** 28-06-180-001
Project Location: SR-209; 90th., State St. to 700 E (Canal Wrk early)

The Utah Department of Transportation hereby makes you an offer of \$15,000.00 as Just Compensation for your property and/or easement(s) on your property.

This is the approved value for the parcel of land described in the Project shown above.

Utah Department of Transportation declares that this offer has been established by the Department as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property acquired. This amount is based on the land, improvements and any fixtures considered to be real property.

The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.

This letter is not a contract to purchase your property. It is merely an offer to purchase the property and/or purchase easement(s) on your property for \$15,000.00. Along with this Offer attached are the Statement of Just Compensation, Executive Summary of Property Owner's Rights, and the Agency's Brochure. Your signature is for the purpose of verifying that you have actually received these items. Signing this document does not prejudice your right to have the final amount determined through Condemnation proceedings in the event you do not accept this Offer. Information regarding your rights is explained in the agency's brochure.


Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, David L. Peterson (Consultant). I can be reached at 801-558-4778.

Receipt: Please sign below to indicate you have received the following documents:

- Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- Offer to Purchase & Offer Letter
- Statement of Just Compensation
- Right of Way Contract
- Deed(s) and/or Easement(s)
- Map and legal description

Date: _____ By: _____
Signature of Grantor/Owner

Date: _____ By: _____
Signature of Grantor/Owner

Date: Jan 2, 2018 By: 
David L. Peterson (Consultant) / Acquisition Agent

OWNERSHIP RECORD

Deed Search By: AJC	County: Salt Lake	PIN No: 15998
Date: 9/6/2017		Project No: F-0209(45)8
		Parcel No: 0209:128
Property Address: 132 East 8960 South		Tax ID No. 28-06-180-001
Record Owners: Redevelopment agency of Sandy City, a Utah political subdivision		
Owners Address: 10000 Centennial Parkway, Sandy, UT 84070		
Type of Ownership: City		
Percent Owned: 100		

Entry No.	Book	Page	Type of Instrument	Date Signed	Date Recorded
12424521	10506	2785	Warranty Deed	11/30/2016	12/1/2016

Deed Description (verbatim):

Beginning at the Northeast Corner of Block 17, Sandy Station Plat, and running thence West 200 feet to the Northwest Corner of Block 17; thence South 200 feet to the Southwest Corner of Block 17; thence North 45° East to the Northeast Corner of said Block 17 and point of beginning.

Less and excepting:

A parcel of land in fee for the widening of 9000 South Street, a highway known as Project No. 0209, being part of an entire tract of property situate in Block 17, Sandy Station plat, a subdivision in the NW ¼ of Section 6, Township 3 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the South Corner of said entire tract, which point is the Southwest Corner of Lot 2, of said Block 17, and running thence North 8.85 feet along the West boundary line of said entire tract to a point 54.00 feet perpendicularly distant Northerly from the centerline of said project, and to a point designated as point "A"; thence North 89°50'33" East 8.87 feet along a line parallel with said centerline, to the Southeasterly boundary line of said entire tract, and to a point designated as point "B"; thence South 45° West 12.55 feet along said boundary line to the point of beginning.

SUBJECT TO: County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, restrictions, Right-of-Way, Easements, Leases and Reservations now of Record.

Note(s): Vesting document
 Grantor(s): Daniel M. Donovan Jr.
 Grantee(s): Redevelopment Agency of Sandy City, a Utah political subdivision

PIN No: 15998
 Project No: F-0209(45)8
 Parcel No: 0209:128

Entry No.	Book	Page	Type of Instrument	Date Signed	Date Recorded
6176454	7236	1537	Easement	9/8/1995	9/27/1995

Deed Description (verbatim):

A perpetual easement, upon part of an entire tract of property in Block 17, Sandy Station Plat, a subdivision in the NW1/4 of Section 6, T.3S., R.1E., SLB&M, in Salt Lake County, Utah, for the erection, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communications, circuits, fiber optic cables and associated facilities, with the necessary guys, stubs, cross arms, braces and other attachments affixed thereto, for the support of said lines and circuits, of the PacificCorp, and Oregon corporation, dba Utah Power & Light Company, its successors in interest and assigns, and for the construction thereon of a canal access road, together with cut and/or fill slopes, and appurtenant parts thereof, to facilitate the construction of 9000 South Street, incident to the widening of a highway known as Project No. 0209.

The boundaries of said part of an entire tract are described as follows:

Beginning at a point 8.85 feet north from the Southwest Corner of said Block 17; thence North 39.32 feet along the easterly right of way line of 120 east street; thence North 89°58'59" East 48.18 feet to a southeasterly boundary line of said entire tract; thence South 45° West 55.59 feet along said southeasterly boundary line; thence South 89°50'33" West 8.87 feet to the point of beginning.

The above described part of an entire tract contains 1121 square feet in are of 0.026 acre.

Note(s): Included for reference
 Grantor(s): Reid Blank and Melanie Blank
 Grantee(s): Utah Department of Transportation, at 4501 South 2700 West, Salt Lake City, Utah 84119

Entry No.	Book	Page	Type of Instrument	Date Signed	Date Recorded
73796	C	110	Plat	2/10/1874	7/20/1874

Deed Description (verbatim):

See vesting document for description

Note(s): Included for reference

General Note(s):

1. The area of the property according to the Salt Lake County Assessor is 0.45 acre.
2. The area of the property by calculation is 19,961 square feet or 0.458 acre, more or less.

REDEVELOPMENT AGENCY OF SANDY CITY, UTAH

Resolution No. RD 18-01

A RESOLUTION APPROVING THE SALE OF LAND AND A CONTIGUOUS TEMPORARY CONSTRUCTION EASEMENT, LOCATED AT APPROXIMATELY 132 E 8960 S, TO THE UTAH DEPARTMENT OF TRANSPORTATION.

A. The Utah Department of Transportation (“UDOT”) desires to purchase approximately 525 square feet of Agency property located at approximately 132 E 8960 S, Sandy, UT (the “ROW Property”) along with a temporary construction easement on approximately 2,785 square feet of contiguous land (the “Easement Property”), for right of way purposes.

B. UDOT has prepared and provided to the Agency an Offer to Purchase Right of Way (under threat of condemnation), along with other accompanying materials, providing for payment of compensation to the Agency in the total amount of \$15,000.00, calculated as \$6,694.00 for the ROW Property, \$8,276 for the Easement Property, plus \$30 “rounding”; and

C. Attached as **Exhibit A** are various agreements and other transaction documents provided by UDOT to carry out the proposed acquisitions, including (i) Permit to Enter and Construct, (ii) Offer to Purchase Right of Way, (iii) Right of Way Contract, (iv) Quit Claim Deed, and (v) Easement (collectively, the “Agreements”).

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BODY OF THE REDEVELOPMENT AGENCY OF SANDY CITY:

1. The *above* recitals are by this reference made findings and conclusions of the Agency Board.
2. The Agency Board determines that \$15,000.00 is a reasonable conclusion of the combined fair market value for the ROW Property and Easement Property, based on the information provided to and known by the members of the Agency Board, including, among other things, the materials provided by UDOT which included an appraisal, and the analysis and recommendation of the Agency staff.
3. The Agency Board approves the sale of the Property to UDOT on the terms offered by UDOT.
4. Each of the Agreements in substantially the form attached hereto as **Exhibit A** is approved, and the Executive Director of the Agency is authorized and directed to execute each of the Agreements for and on behalf of the Agency. The Executive Director is authorized to approve any minor modifications, amendments, or revisions to the Agreements as the Executive Director determines may be in the Agency’s best interest and consistent with the intent and purposes of the Agreements, subject to final approval by the Agency’s legal counsel, and the

Executive Director's signature upon the final Agreements will constitute the Agency Board's acceptance of all those minor modifications, amendments, or revisions.

5. The Executive Director is, subject to review and approval by the Agency's legal counsel, authorized to take execute any other documents or agreements as may be necessary to complete the sale of the Property to UDOT under the terms of the approved Agreements.

6. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED BY THE REDEVELOPMENT AGENCY OF SANDY CITY on this February 13, 2018.

Linda Martinez-Saville, *Chair*

Attest:

Vickey Barrett, *Secretary*

Exhibit A
Form of Agreement



Utah Department of Transportation

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-0209(45)8 Parcel No.(s): 128:A, 128:E

Pin No: 15998 Job/Proj No: 55151 Project Location: SR-209; 90th., State St. to 700 E (Canal Wrk early)

County of Property: SALT LAKE Tax ID / Sidwell No: 28-06-180-001

Property Address: 132 East 8960 South SANDY UT, 84070

Owner's Address: 10000 Centennial Parkway, Sandy, UT, 84070

Primary Phone: 801-568-7106 Owner's Home Phone: Owner's Work Phone: (801)568-7106

Owner / Grantor (s): Redevelopment agency of Sandy City, a Utah political subdivision

Grantee: Utah Department of Transportation (UDOT)/The Department

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Quit Claim, Temporary Easement a parcel(s) of land known as parcel number(s) 128:A, 128:E for transportation purposes. This contract is to be returned to: David L. Peterson (Consultant), Right of Way Agent c/o Utah Department of Transportation, 4501 South 2700 West, P.O. Box 148420, Salt Lake City, UT 84114-8420.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the Department takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The Department shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Grantee shall indemnify and hold Grantor harmless for all third party claims, liabilities, obligations, damages, costs or expenses to the extent directly caused by the actions or omissions of the Grantee, its agents, employees, or contractors while performing construction activities for the highway project within the temporary easement. Grantee's obligation to indemnify is limited to the amounts described in the Utah Governmental Immunity Act ("Act") and Grantee does not waive any protections in the Act.
10. Upon execution of this contract by the parties, Grantor grants the Department, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Total Selling Price \$15,000.00



Utah Department of Transportation

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-0209(45)8 Parcel No.(s): 128:A, 128:E

Pin No: 15998 Job/Proj No: 55151 Project Location: SR-209; 90th., State St. to 700 E (Canal Wrk early)

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Primary Phone: 801-568-7106 Owner's Home Phone: Owner's Work Phone: (801)568-7106

Owner / Grantor (s): Redevelopment agency of Sandy City, a Utah political subdivision

Grantee: Utah Department of Transportation (UDOT)/The Department

Grantor's Initials

Grantor understands this agreement is an option until approved by the Director of Right of Way.
 Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.
 This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

	Percent	Date
X _____	100% Redevelopment agency of Sandy City	X _____

Right of Way Agents

 David L. Peterson (Consultant) / Acquisition Agent

 Eric Lyon / Team Leader

 Approved by Director of Right of Way

OFFER TO PURCHASE RIGHT OF WAY

Pin: 15998 Project No: F-0209(45)8
Owner Name: Redevelopment agency of Sandy City, a Utah political subdivision
Property Address: 132 East 8960 South, SANDY, UT 84070
Parcel No: 128:A, 128:E
Authority No: 55151 Tax Id: 28-06-180-001
Project Location: SR-209; 90th., State St. to 700 E (Canal Wrk early)

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The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.

This letter is not a contract to purchase your property. It is merely an offer to purchase the property and/or purchase easement(s) on your property for \$15,000.00. Along with this Offer attached are the Statement of Just Compensation, Executive Summary of Property Owner's Rights, and the Agency's Brochure. Your signature is for the purpose of verifying that you have actually received these items. Signing this document does not prejudice your right to have the final amount determined through Condemnation proceedings in the event you do not accept this Offer. Information regarding your rights is explained in the agency's brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, David L. Peterson (Consultant). I can be reached at 801-558-4778.

Receipt: Please sign below to indicate you have received the following documents:

- Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- Offer to Purchase & Offer Letter
- Statement of Just Compensation
- Right of Way Contract
- Deed(s) and/or Easement(s)
- Map and legal description

Date: _____ By: _____
Signature of Grantor/Owner

Date: _____ By: _____
Signature of Grantor/Owner

Date: Jan 2, 2018 By: 
David L. Peterson (Consultant) / Acquisition Agent

I, David L. Peterson, am a licensed real estate agent in the State of Utah. My Broker is E – 7 Properties, Inc.

I am acting as an agent for the buyer, The Utah Department of Transportation in this matter.



Dave Peterson

Please sign below for acknowledgement only

Grantor

Date

Grantor

Date

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed
(Controlled Access)
(City)

Salt Lake County

Tax ID No. 28-06-180-001
PIN No. 15998
Project No. F-0209(45)8
Parcel No. 0209:128:A

Redevelopment agency of Sandy City, a Utah political subdivision, a Municipal Corporation of the State of Utah Grantor(s), hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing highway State Route 209 known as Project No. F-0209(45)8, being part of an entire tract of property situate in Lots 2-4 of Block 17, Sandy Station, a subdivision recorded as Entry No. 73796, Book C, Page 110 of plats, in the SW1/4 NW1/4 of Section 6, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said entire tract in the northerly right of way line of the existing highway State Route 209 which corner is 8.85 feet North from the Southwest Corner of said Block 17, said corner is also 54.00 feet perpendicularly distant northerly from the control line of said project opposite approximate engineer station 136+93.63; and running thence North 11.50 feet to a line parallel with and 65.50 feet perpendicularly distant northerly from said control line opposite engineer station 136+93.66; thence

Continued on Page 2
CITY RW-07CY (11-01-03)

PAGE 2

PIN No. 15998
Project No. F-0209(45)8
Parcel No. 0209:128:A

N.89°50'33"E. 19.59 feet along said parallel line to a line parallel with and 20.00 feet perpendicularly distant northwesterly from the control line of the East Jordan Canal opposite engineer station 1+86.44; thence N.34°41'56"E. 59.56 feet along said parallel line to a point opposite engineer station 2+46.00; thence S.55°18'04"E. 11.41 feet to the southeasterly boundary line of said entire tract; thence S.45°00'00"W. 76.37 feet along said southeasterly boundary line and the northerly right of way line of said highway; thence S.89°50'33"W. 8.87 feet along said northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 525 square feet or 0.012 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°18'04" counter-clockwise to obtain highway bearings.)

To enable the Utah Department of Transportation to construct and maintain a public highway as a expressway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

Continued on Page 3
COMPANY RW-09C (11-01-03)

PIN No. 15998
Project No. F-0209(45)8
Parcel No. 0209:128:A

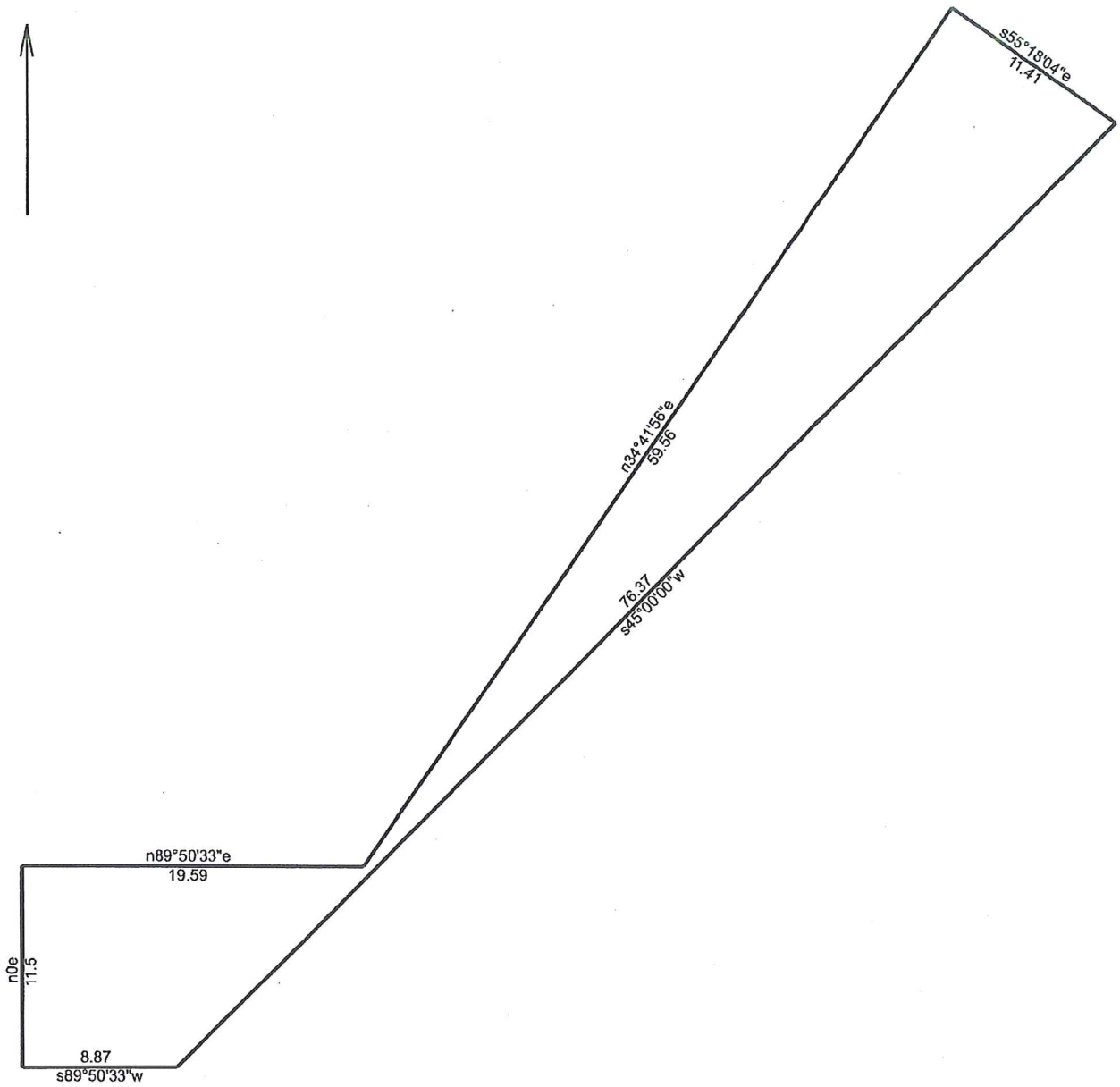
IN WITNESS WHEREOF, said Redevelopment agency of Sandy City, has caused this instrument to be executed by its proper officers thereunto duly authorized, this ___ day of _____, A.D. 20 _____.

STATE OF _____)
) ss. _____
COUNTY OF _____) XBy _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, did say that he is the _____, of Redevelopment agency of Sandy City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority adopted at a regular meeting of the _____ held on the _____ of _____ A.D. 20 ____, and said acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public



Parcel 128:A

9/7/2017

Scale: 1 inch= 9 feet

File: 15998_F-0209(45)8_01F_128_A_DeedPlot.ndp

Tract 1: 0.0121 Acres (525 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/43118), Perimeter=187 ft.

01 /n0e 8.85

07 s89.5033w 8.87

02 n0e 11.5

03 n89.5033e 19.59

04 n34.4156e 59.56

05 s55.1804e 11.41

06 s45.0000w 76.37

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement (City)

Salt Lake County	Tax ID No.	28-06-180-001
	PIN No.	15998
	Project No.	F-0209(45)8
	Parcel No.	0209:128:E

Redevelopment agency of Sandy City, a Utah political subdivision, a Municipal Corporation of the State of Utah Grantor(s), hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in Lots 2-5 of Block 17, Sandy Station, a subdivision recorded as Entry No. 73796, Book C, Page 110 of plats, in the SW1/4 NW1/4 of Section 6, T.3S., R.1E., S.L.B.&M., in Salt Lake County, Utah, for the purpose of roadway improvements, side treatments and appurtenant parts thereof and blending slopes incident to the construction of the existing highway State Route 209 known as Project No. F-0209(45)8. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the westerly boundary line of said entire tract 8.85 feet North and 11.50 feet North from the Southwest Corner of said Block 17, said point is also 65.50 feet perpendicularly distant northerly

Continued on Page 2
CITY RW-09CY (11-01-03)

PAGE 2

PIN No. 15998
Project No. F-0209(45)8
Parcel No. 0209:128:E

from the control line of said project opposite approximate engineer station 136+93.66; and running thence North 62.50 feet along said westerly line to a line parallel with and 128.00 feet perpendicularly distant northerly of said control line; thence N.89°50'33"E. 60.67 feet along said parallel line; thence S.59°59'03"E. 16.36 feet to the southeasterly line of said entire tract; thence S.45°00'00"W. 16.91 feet along said southeasterly line; thence N.55°18'04"W. 11.41 feet to a line parallel with and 20.00 feet perpendicularly distant northwesterly from the East Jordan Canal control line opposite engineer station 2+46.00; thence S.34°41'56"W. 59.56 feet along said parallel line to a line parallel with and 65.50 feet perpendicularly distant northerly from the control line of said highway opposite engineer station 137+13.25; thence S.89°50'33"W. 19.59 feet along said parallel line to the point of beginning. The above described part of an entire tract of land contains 2,785 square feet or 0.064 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°18'04" counter-clockwise to obtain highway bearings.)

Continued on Page 3
CITY RW-09CY (11-01-03)

PIN No. 15998
Project No. F-0209(45)8
Parcel No. 0209:128:E

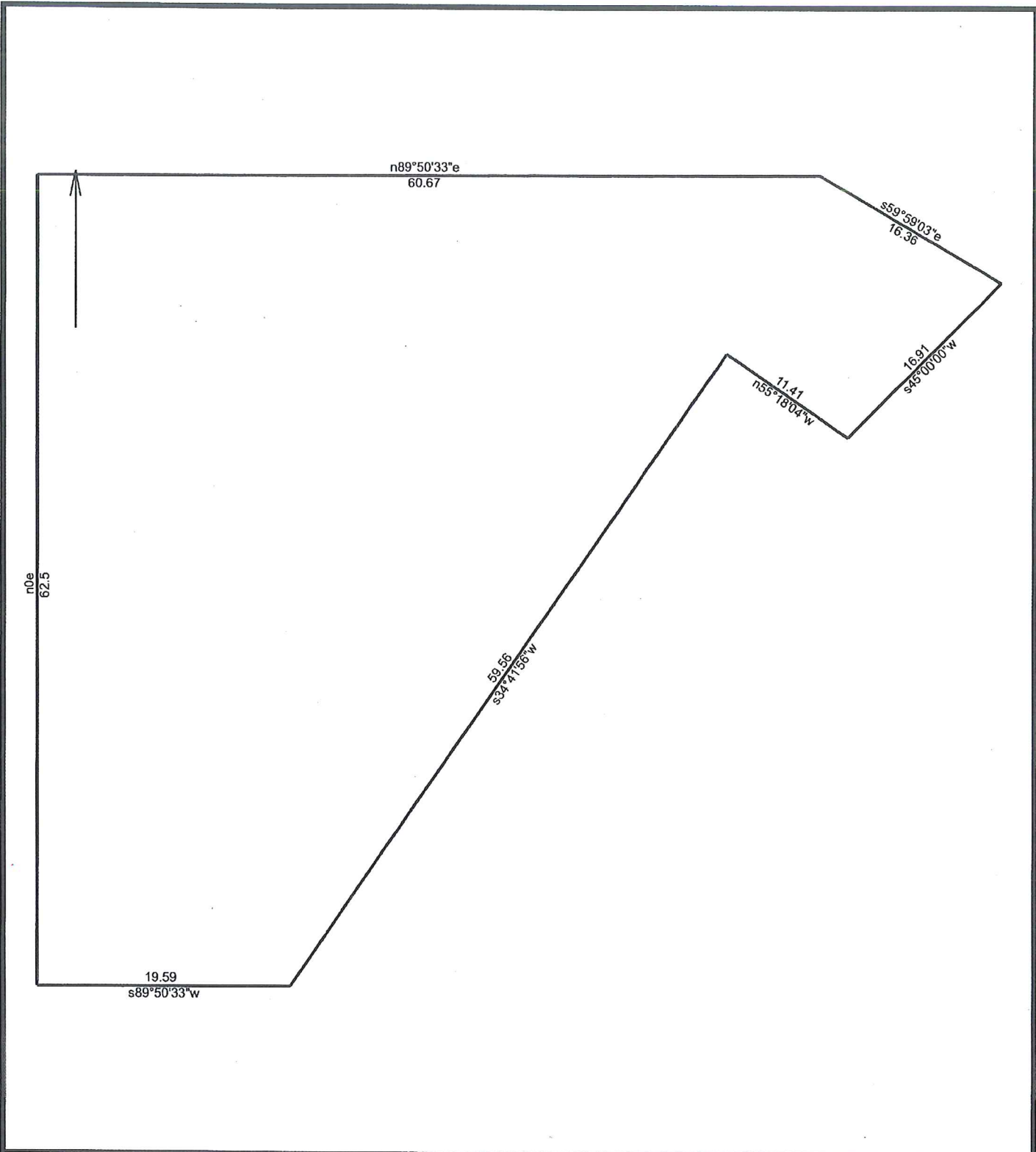
IN WITNESS WHEREOF, said _____ Redevelopment agency of Sandy City _____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this ____ day of _____, A.D. 20 ____.

STATE OF _____)
) ss. _____
COUNTY OF _____) X By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, did say that they are the _____ of _____ Redevelopment agency of Sandy City _____, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority adopted at a regular meeting of the _____ held on the _____ of _____ A.D. 20 _____, and said acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public



Parcel 128:E

9/12/2017

Scale: 1 inch= 10 feet

File: 15998_F-0209(45)8_01F_128_E_DeedPlot.ndp

Tract 1: 0.0639 Acres (2785 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/99078), Perimeter=247 ft.

- | | |
|--------------------|--------------------|
| 01 /n0e 8.85 | 08 s34.4156w 59.56 |
| 02 /n0e 11.5 | 09 s89.5033w 19.59 |
| 03 n0e 62.5 | |
| 04 n89.5033e 60.67 | |
| 05 s59.5903e 16.36 | |
| 06 s45.0000w 16.91 | |
| 07 n55.1804w 11.41 | |



PERMIT TO ENTER AND CONSTRUCT

SALT LAKE COUNTY
SR-209; 90th., State St. to 700 E (Canal Wrk early
UDOT Project No. F-0209(45)8
Pin No. 15998

County Tax ID No. 28-06-180-001
UDOT Parcel No.:128:A, 128:E, 128:P

I/We, Redevelopment agency of Sandy City, a Utah political subdivision at 132 East 8960 South SANDY UT, 84070, the owner(s) of the above identified parcel or the designated representative thereof, and Utah Department of Transportation, hereby agree to allow the Utah Department of Transportation and its designated contractors and agents to:

Enter the Grantor's property for purposes extending the box culvert for the East Jordan canal identified on the attached Exhibit A.

This permit shall expire upon completion of the construction of said project, or three years after the date of execution of this instrument, whichever occurs first.

After said highway structure and appurtenant parts thereto, is constructed at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for cost, damages, or maintenance charges which may accrue against said construction related elements and appurtenant parts thereof.

This permit shall be binding upon the grantor, their heirs, successors, or assigns, for the duration of the permit as noted above. This permit will be considered an option until the Director of Right of Way with the Utah Department of Transportation makes approval.

For this permit, Redevelopment agency of Sandy City, a Utah political subdivision, will receive other good and valuable consideration. This Agreement shall constitute the entire agreement and understanding between Grantor (Redevelopment agency of Sandy City, a Utah political subdivision) and Grantee (UDOT) regarding the permit. This Agreement shall supersede all offers, negotiations and other agreements with respect to the permit.

_____ Dated this _____ day of _____, 2018
Grantor

_____ Dated this _____ day of _____, 2018
Grantor

_____ Dated this _____ day of _____, 2018
Director of Right of Way, UDOT

Exhibit "A"

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed
(Controlled Access)
(City)

Salt Lake County

Tax ID No. 28-06-180-001
PIN No. 15998
Project No. F-0209(45)8
Parcel No. 0209:128:A

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Continued on Page 2
CITY RW-07CY (11-01-03)

PAGE 2

PIN No. 15998
Project No. F-0209(45)8
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Continued on Page 3
COMPANY RW-09C (11-01-03)

PIN No. 15998
Project No. F-0209(45)8
Parcel No. 0209:128:A

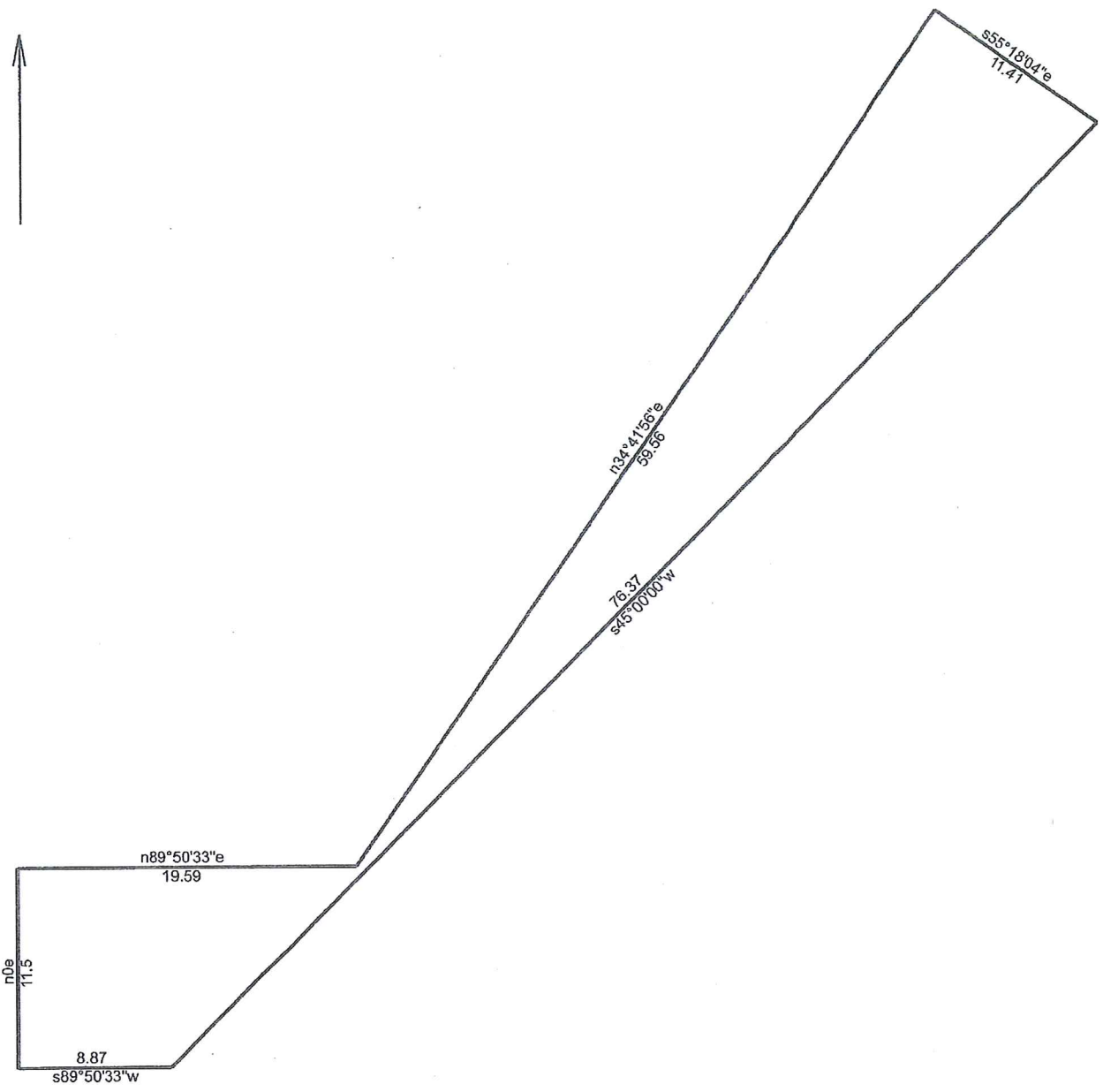
IN WITNESS WHEREOF, said _____ Redevelopment agency of Sandy City _____, has caused this instrument to be executed by its proper officers thereunto duly authorized, this ___ day of _____, A.D. 20 _____.

STATE OF _____)
) ss. _____
COUNTY OF _____) By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, did say that ___ he ___ is the _____, of _____ Redevelopment agency of Sandy City _____, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority adopted at a regular meeting of the _____ held on the _____ of _____ A.D. 20 ___, and said acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public



Parcel 128:A

9/7/2017

Scale: 1 inch= 9 feet

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- 05 s55.1804e 11.41
- 06 s45.0000w 76.37
- 07 s89.5033w 8.87

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement (City)

Salt Lake County

Tax ID No.	28-06-180-001
PIN No.	15998
Project No.	F-0209(45)8
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Continued on Page 2
CITY RW-09CY (11-01-03)

PAGE 2

PIN No. 15998
Project No. F-0209(45)8
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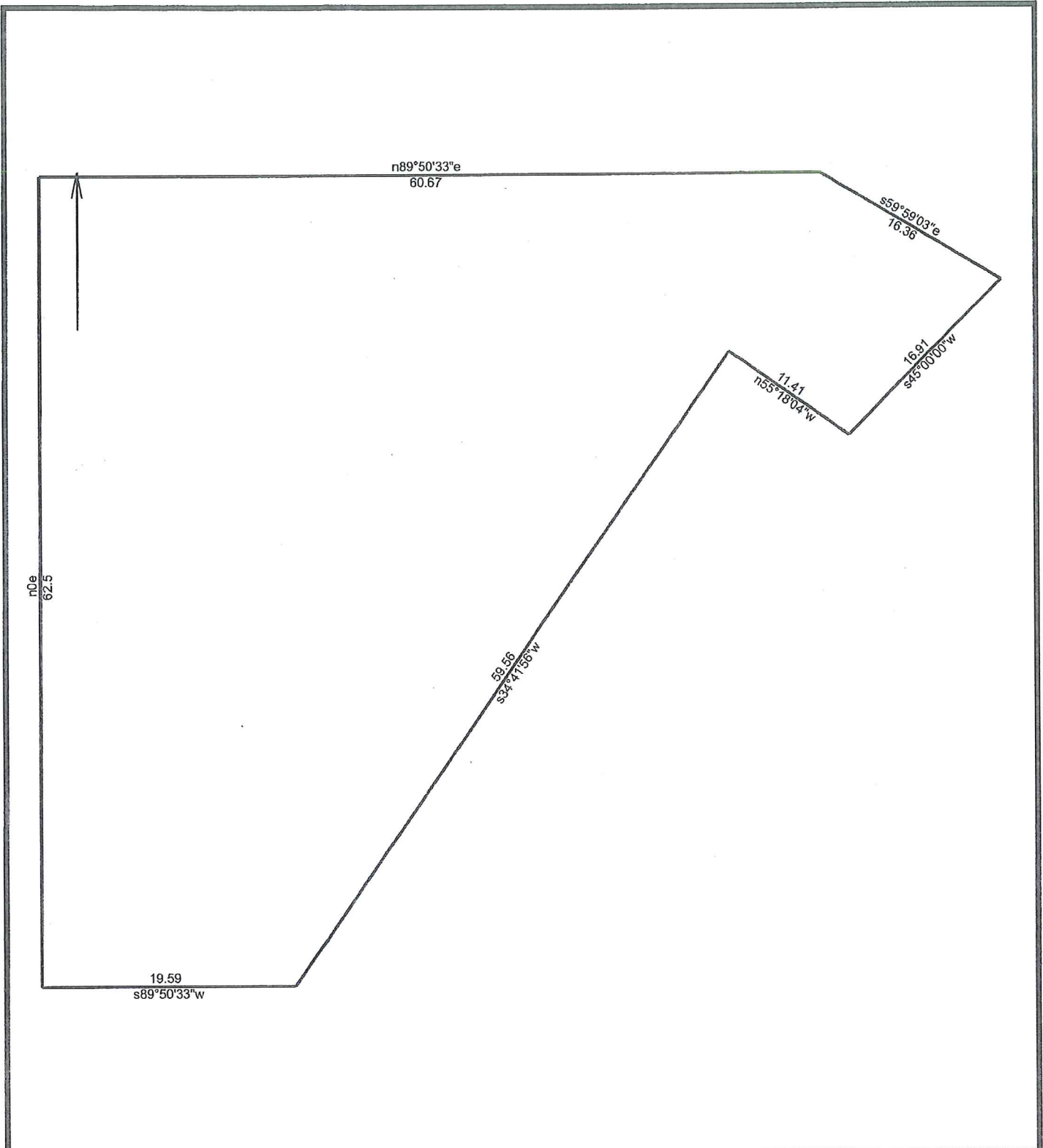
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) ss.
COUNTY OF _____) By _____

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Notary Public



Parcel 128:E

9/12/2017

Scale: 1 inch= 10 feet

File: 15998_F-0209(45)8_01F_128_E_DeedPlot.ndp

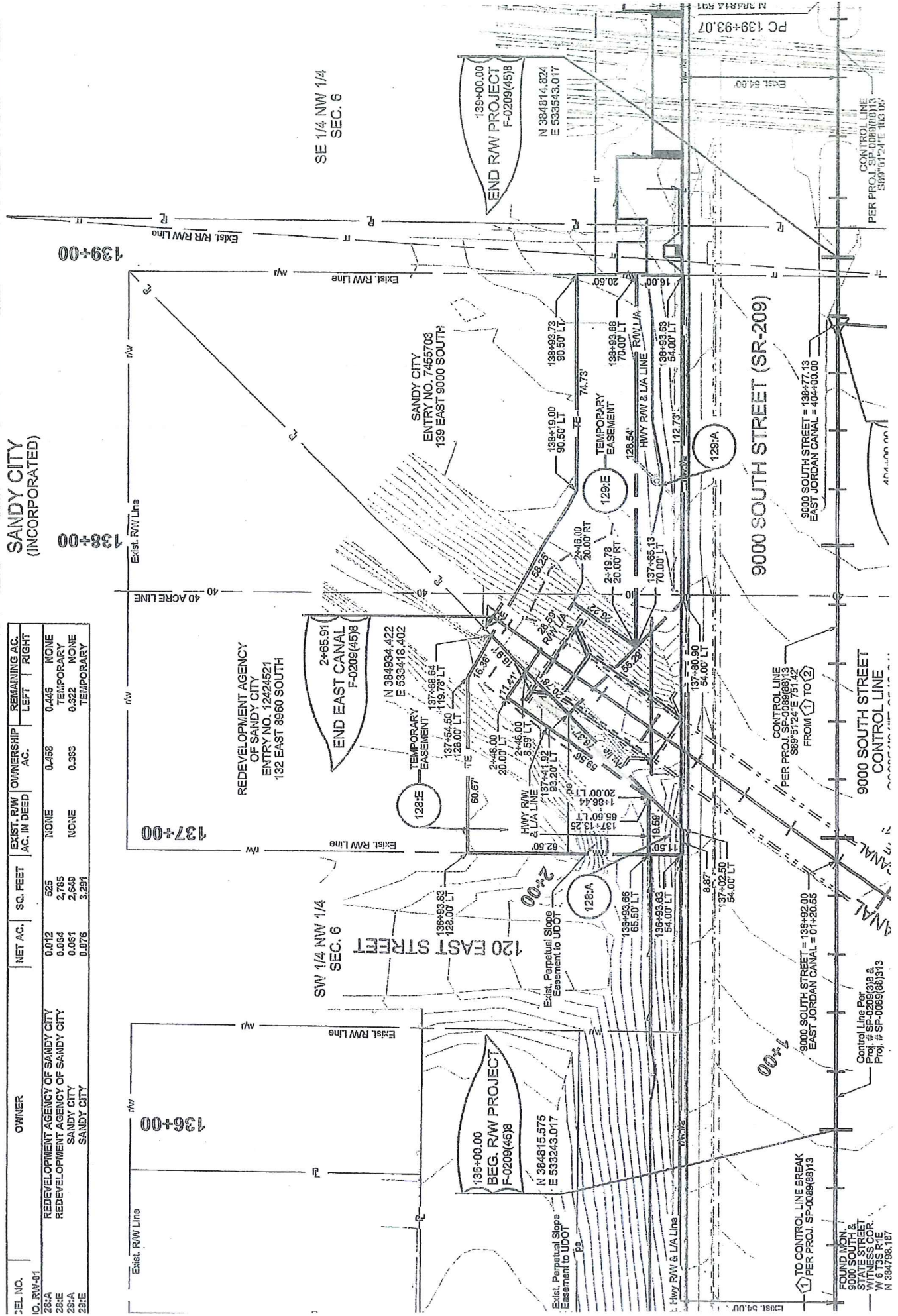
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 05 s59.5903e 16.36
 06 s45.0000w 16.91
 07 n55.1804w 11.41

08 s34.4156w 59.56
 09 s89.5033w 19.59

SANDY CITY (INCORPORATED)

S.E.L. NO.	OWNER	NET AC.	SQ. FEET	EXIST. RW IN DEED AC.	OWNERSHIP AC.	REMAINING AC.	
						LEFT	RIGHT
0. RW-01							
28-A	REDEVELOPMENT AGENCY OF SANDY CITY	0.012	525	NONE	0.458	0.446	NONE
28-E	REDEVELOPMENT AGENCY OF SANDY CITY	0.064	2,785	NONE	0.458	0.446	TEMPORARY
29-A	SANDY CITY	0.081	2,640	NONE	0.393	0.322	NONE
29-E	SANDY CITY	0.076	3,291	NONE	0.393	0.322	TEMPORARY



FOUND MON &
SOUTH SURVEY
WITH S.S. COR.
W 6 TSS RTE
N 384798.167

TO CONTROL LINE BREAK
PER PROJ. SP-0069(8)13

9000 SOUTH STREET = 136+92.00
EAST JORDAN CANAL = 01+20.55

CONTROL LINE
PER PROJ. SP-0069(8)13
S89°51'24"E 761.42'

9000 SOUTH STREET CONTROL LINE

9000 SOUTH STREET = 138+77.13
EAST JORDAN CANAL = 404+00.00

CONTROL LINE
PER PROJ. SP-0069(8)13
S89°01'24"E 113.00'

PC 139+93.07
N 384814.824
E 5335943.017

BEG. R/W PROJECT
F-0209(45)8
N 384815.575
E 533243.017

END R/W PROJECT
F-0209(45)8
N 384814.824
E 5335943.017

SW 1/4 NW 1/4
SEC. 6

SE 1/4 NW 1/4
SEC. 6

138+00

139+00

136+00

137+00

40 ACRE LINE

120 EAST STREET

9000 SOUTH STREET (SR-209)

9000 SOUTH STREET

9000 SOUTH STREET CONTROL LINE

CONTROL LINE

PER PROJ. SP-0069(8)13
S89°01'24"E 113.00'

1:00

8.87

137+02.50

137+80.90

129A

129E

128A

138+93.66

136+92.00

137+02.50

137+80.90

129A

129E

128A

138+93.66

136+92.00

REDEVELOPMENT AGENCY OF SANDY CITY, UTAH

Resolution No. RD 18-02

A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT PARTICIPATION AGREEMENT WITH ST MALL OWNER, LLC, RELATING TO A COMMUNITY MURAL PROGRAM AT THE SHOPS AT SOUTH TOWN.

WHEREAS the Redevelopment Agency of Sandy City (the “Agency”) has been created by the Sandy City Council to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, “Limited Purpose Local Government Entities—Community Reinvestment Agency Act” (the “Act”);

WHEREAS, the Agency, in furtherance of the purposes of the Act and the Project Area Plan for the City Center (South Towne) Redevelopment Project Area (the “Project Area”), desires to enter into a Tax Increment Participation Agreement (the “Agreement”), substantially in the form attached hereto as **Exhibit A**, in connection with a community art program at the Shops at South Town.

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BODY OF THE REDEVELOPMENT AGENCY OF SANDY CITY:

1. The community art program described in the Agreement will be a benefit to, and will encourage and promote commercial activity and redevelopment in the Project Area and surrounding community.

2. The Agreement in substantially the form attached hereto as **Exhibit A** is approved, and the Executive Director of the Agency is authorized and directed to execute the same for and on behalf of the Agency. The Executive Director is authorized to approve any minor modifications, amendments, or revisions to the Agreement as may be in the Agency’s best interest and consistent with the intent and purposes of the Agreement, subject to final approval by the Agency’s legal counsel, and the Executive Director’s signature upon the final Agreement will constitute the Agency Board’s acceptance of all such minor modifications, amendments, or revisions.

3. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED BY THE REDEVELOPMENT AGENCY OF SANDY CITY on this February 13, 2018.

Linda Martinez-Saville, *Chair*

Attest:

Vickey Barrett, *Secretary*

Exhibit A
Form of Agreement

TAX INCREMENT PARTICIPATION AGREEMENT

This Tax Increment Participation Agreement (this “Agreement”) is entered into as of February 13, 2018, between **ST Mall Owner, LLC**, a Delaware limited liability company (the “Company”) and the **Redevelopment Agency of Sandy City**, a Utah political subdivision (the “Agency”) as follows:

A. **WHEREAS** the Agency has adopted a Project Area Plan (the “Plan”) for the City Center (South Towne) Redevelopment Project Area (the “Project Area”), which Plan, in connection with Utah Code Ann. § 17C-1-403, authorizes the Agency to collect and use tax increment for, among other things, the purposes of this Agreement.

B. **WHEREAS** the Company is the owner and operator of the Shops at South Town located within the Project Area, which generates tax increment revenues that are diverted to the Agency under the Plan and as provided in Utah Code Ann. § 17C-1-403 (2017).

C. **WHEREAS** the Company has created a Community Mural Program (the “Program”) for the Shops at South Town and has provided the Agency (c/o Sandy City) with a proposal for co-operative public art funding in connection with that Program. A copy of the proposal is attached as **Exhibit 1** (the “Proposal”).

D. **WHEREAS** the Agency wants to participate in the Program on the terms set forth in this Agreement, by providing certain tax increment payments for use in the Program.

AGREEMENT

1. **Tax Increment.** This Agreement refers to “tax increment” which is a term defined by Utah Code Ann. § 17C-1-102(60) (2017). The term tax increment 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 within the Project Area resulting from new development and improvements on real property located within the Project Area. Under the Plan, the Agency is entitled to collect tax increment from the Project Area as provided in the schedule under Utah Code Ann. § 17C-1-403(2)(a) (2017).

2. **Program Operation and Funding.** The Company is solely responsible for all the costs, efforts and responsibilities for or in connection with the Program. However, subject at all times to the Company complying with all of the Company Commitments under Section 3 *below*, the Agency will participate with the Company in financing the Program solely by paying tax increment in a maximum amount of \$85,000.00 (the “Maximum Participation Amount”) to the Company for expenses actually owed by the Company in connection with the Program, as follows: The Agency will match any payment, dollar for dollar, expended by the Company. Each time the Company pays any amount in connection with the Program (consistent with the Proposal and this Agreement), the Company may submit proof of payment, or proof of the obligation owed along with proof that the Company will pay one-half, to the Agency Secretary. The Agency will issue a check for a matching

contribution. This process will continue until the Agency has expended the Maximum Participation Amount.

3. **Company Commitments.** Each of the following is a “Company Commitment” and the failure of the Company to comply with any one of these Company Commitments will constitute a material breach of this Agreement:

- a. The Company will operate the Program substantially as described in the Proposal.
- b. The Company will not permit any political, religious, obscene, pornographic, offensive, discriminatory, or illegal content to be produced or maintained under the Program.
- c. The Company will cause a selection committee, consisting of an even number of people at least four but no more than ten, to be created for the selection of all of the artists, and the theme and nature of the murals and content, in the Program. The Agency’s Executive Director will appoint one-half of the members of the selection committee, and the Company will cause those appointments to be carried out. The Company may appoint the remaining one-half members of the selection committee. A simple majority vote of the selection committee will be the final decision on all matters relative to commissioning artists and approving content for the Program, subject at all times to the requirements of this Agreement. The Company will not permit any artist to work in the program, or any content to be created in the Program, unless the selection committee has approved first.

4. **Agency Authority.** The Company acknowledges that 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 Sandy City, for the purpose of, among other things, promoting the urban renewal, economic development and community development in the City. The Company acknowledges that Sandy City is not a party to this Agreement and Sandy City will not have any duties, liabilities or obligations under this Agreement. The Company understands that the Agency has no independent taxing power, and therefore the Agency’s sole source of revenue under this Agreement is tax increment paid as provided under the Plan as permitted by Utah law. 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 under the Plan, the Agency’s obligation to pay tax increment to the Company will be accordingly reduced or eliminated. Similarly, if a court of competent jurisdiction declares that the Agency cannot receive tax increment under the Plan, 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 from the Project Area, the Agency’s obligation to pay any tax increment to the Company will be accordingly reduced or eliminated. The Agency will use commercially reasonable efforts to maintain its right to collect tax increment under the Plan.

5. **Agreement Term/Breach/Termination.** This Agreement will automatically terminate and expire upon payment of the Maximum Participation Amount. This Agreement may also be terminated earlier as follows: Upon the material breach of this Agreement by either party, the non-breaching party may provide notice to the breaching party. The breaching party will have 30

days to cure the breach, and if the breach is not timely cured, the non-breaching party may then terminate this Agreement by providing final notice to the breaching party.

6. **Successors and Assigns.** This Agreement is binding upon the parties and their respective successors and assigns. Neither party may assign its rights or obligations under this Agreement without the advance written consent of the other party.

7. **Amendments.** Except as otherwise provided herein, this Agreement may be modified or amended by, and only by, a written instrument duly authorized and executed by the Company and the Agency.

8. **Governing Law and Interpretation.** This Agreement will be governed by the laws of the State of Utah, and any action pertaining to this Agreement must be brought in the applicable state or federal court having jurisdiction in Salt Lake County, Utah.

9. **Integrated Agreement.** The above recitals, and any attached exhibits, are incorporated into and made an integral part of this Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter addressed. There are no other contracts 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 set forth in this Agreement. If there are any conflicts between the provisions in the body of this Agreement and the Proposal attached as **Exhibit 1**, the provisions in the body of this Agreement prevail.

10. **Further Assurances.** The parties will 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.

11. **Indemnification.** The Company will indemnify, defend—with counsel of the indemnitee's choosing—and hold the Agency and Sandy City, including their respective officers, directors, agents, employees, contractors, and consultants, 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 arising out of or relating in any way to the Program or arising out of or in connection in any way with this Agreement, except in each case to the extent arising out of the gross negligence or willful misconduct by the Agency or Sandy City, including their respective officers, directors, agents, employees, contractors, and consultants.

12. **Third-Party Beneficiaries.** Except for Sandy 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 intended third party beneficiaries.

13. **No Liability of Officials or Employees.** No director, officer, agent, employee, or consultant of the Agency or the Company is or will 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.

14. **No Legal Relationships.** 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 will they make any representation to any third party inconsistent with this paragraph.

THIS TAX INCREMENT PARTICIPATION AGREEMENT IS EXECUTED effective as of the day and year first above written, by:

ST MALL OWNER, LLC

By: _____

Name: Gary Karl

Title: COO

REDEVELOPMENT AGENCY OF SANDY CITY,
a Utah political subdivision

By: _____

Kurt Bradburn, *Executive Director*

Attest:

Vickey Barrett, *Secretary*



The Shops at South Town, Sandy Utah

Community Mural Program

Formal proposal for co-operative public art funding project with
The City of Sandy

November 2017

November 29, 2017

SUBJECT: Proposal for Request of Funds for Public Art Mural and Building Beautification Program

Dear Nick Duerksen, Vickey Barrett and Members of the City Council,

The Shops at South Town, together with Pacific Retail Capital Partners, is pleased to present this proposal for your review. We look forward to partnering with you to provide a much-needed exterior paint project at The Shops at South Town. Currently, the facade is drab and everything but visually stimulating. By working together, alongside the community, we can utilize the shop's blank walls as public art murals for increased visibility and community engagement; promote art and culture in Sandy, Utah and celebrate the unique location as base-camp to the Wasatch Mountains. Sandy and the Salt Lake City area has a vibrant arts community, therefore, by investing into this program and by transforming existing facade walls at The Shops at South Town into public art murals, we will provide a sense of community, enhance the aesthetics and develop local artists.

We have seen measurable success at another one of our assets, Eastridge Center in San Jose, CA and we are now seeking to expand our efforts within the City of Sandy at The Shops at South Town. Our proposal requests fifty percent of the \$170,000 in funding needed to obtain and pay the artists, purchase supplies, market the community call for artists program and document the process. In addition to the \$85,000 in funding, we are seeking the city's efforts to help bring the community of Sandy together and help support and promote our efforts to bring a positive art project to an ever growing and evolving city. It is important to note that through this program, one of the artists chosen will be local, as we believe it is important to keep the arts alive within the community.

We appreciate the City of Sandy taking an interest in participating with The Shops at South Town to develop public art and we look forward to speaking with you soon regarding launching the mural program in town.

Thank you,



Najla Kayyem
Senior Vice President
Pacific Retail Capital Partners
760.333.9451
NKayyem@PacificRetail.com

THE IDEA

The Shops at South Town Team in conjunction with Pacific Retail Capital Partners, propose to improve and enhance the look and feel of the facade with a visually engaging artistic mural series. The proposal's aim is to utilize the shop's blank walls as public art murals for increased visibility and community engagement; promote art and culture in Sandy, Utah and celebrate the unique location as base-camp to the Wasatch Mountains.

This project will be managed by The Shops at South Town, PRCP and the city of Sandy and will place a public call for local artist starting on December 15th. It is intended that the South facade hosts a professional mural, on the blank section, as well as the corner adjacent walls (see below for layout). The ideas will be developed by professional artists and approved by PRCP and the city actively seeing participation for a community wall.

GOALS AND OBJECTIVES:

The goal of the public mural project is to take what is currently a monotonous looking exterior and turn it into a visually stimulating, charming and artistic backdrop creation; creating a true sense of place.

The main objectives include:

1. to create memorable places and a bold visual impact from a distance
2. to provide "Instagrammable" photo moments for millennials, tourists and locals of the area.
3. to display the talents and work of local and professional artists
4. to generate a bold visual impact that engages the public and celebrate Sandy's location at the foothill of the Wasatch Mountains.
5. To develop a Public/Private collaborative art partnership

TIMELINE:

ACTIVITY	TIMING
Artist Selection: Felipe Pepantone – develop agreement and determine design for professional mural box	12.31.17
Community Artist – Call for artist: one local artist to be commissioned to paint the JCPenney wall portion	12.15.17 – 1.31.17
Project Schedule – Determine Final Timeline	12.15.17
Community Artist Landing Page Website	12.15.17
Installer – Identify the Contractor	12.31.17
Obtain all funding requests	1.15.17
PRCP/City of Sandy – Pick Local Muralist	2.1.17
Secure Mural Agreements	Feb 2018
Painting Service Contract	Feb 2018
Documentation – Video/Photographer/Reel	3.1.18
Paint Murals	3.1.18

PUBLIC ART MURAL PROJECT:

DESCRIPTION	PRICE
(1a) Forever 21	
(1b) Forever 21	
(2) Dining Terrace Patio Wall	
(3) JC Penney	
TOTAL:	\$170,000

Requested project funding by the City of Sandy - \$85,000
 Balance of project to be funded by The Shops at South Town - \$85,000

ORGANIZATION INFORMATION

Below is a detailed layout of where the murals will be installed and a brief biography and design samples from artists under consideration.

Theme: a bold visual impact that engages the public and celebrates Sandy's location at the foothill of the Wasatch Mountains.

Location (as labeled in budget)

1a, 1b & 3:

ARTIST MURAL / EXISTING CONDITIONS



1_FOREVER 21 EXTERIOR WALLS, ARTIST MURAL

2_JCPENNEY EXTERIOR WALL, ARTIST MURAL

1a (Professional Artist – Felipe Pepantone)

ARTIST MURAL / FOREVER 21_1

THE SHOPS AT SOUTHTOWN

1b



The Information shown in this document is based on existing drawings. This exhibit is strictly diagrammatic. It is intended for the purpose of indicating estimated overall heights and lengths of proposed artwork wall coverage. It is recommended that the Artist field verify all dimensions and conditions prior to commencing work.

ARTIST MURAL / FOREVER 21_2

THE SHOPS AT SOUTHTOWN



The Information shown in this document is based on existing drawings. This exhibit is strictly diagrammatic. It is intended for the purpose of indicating estimated overall heights and lengths of proposed artwork wall coverage. It is recommended that the Artist field verify all dimensions and conditions prior to commencing work.

TOTAL AREA: 4,525 SF



ARTIST SPOTLIGHT:

Felipe Pepantone

Instagram Followers: 145K Followers

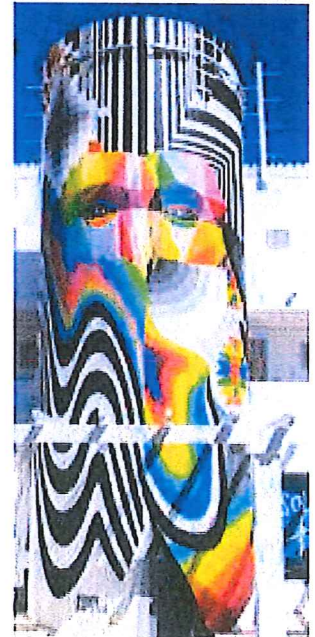
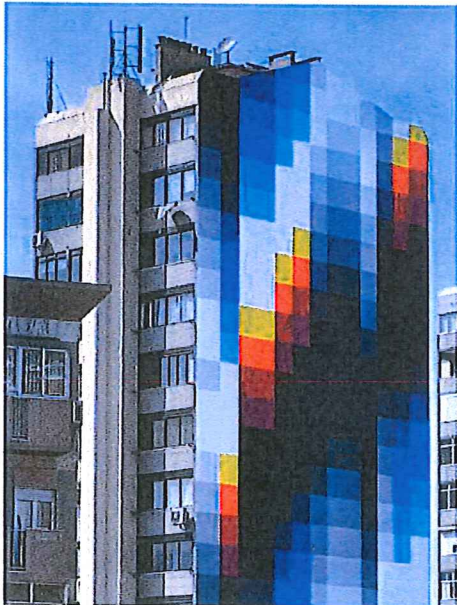
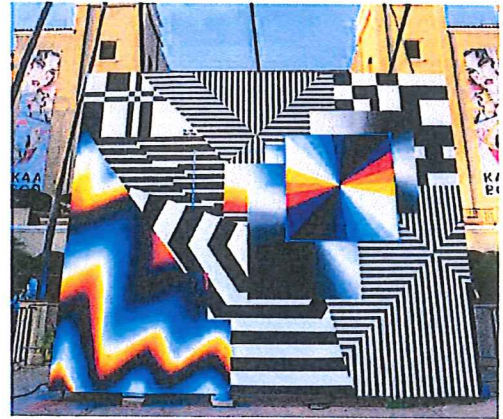
<https://www.felipepantone.com/publicart>

Felipe will be painting 1a and 1b (Forever 21)

ARTIST BIO: Felipe Pantone is an Argentinian-Spanish artist. He started doing graffiti at the age of 12. He graduated with a Fine Art degree in Valencia, Spain where his studio is based. Felipe travels the world ceaselessly with his art. His work has been exhibited all over Europe, America, Australia, and Asia.

Artistic Vibe: "Felipe Pantone's work is at the cutting edge of street art. Straddling conventional graffiti, typography and abstraction, his work fuses bold elements of graphic design with highly evolved geometric shapes to create an ultra-modern aesthetic which complements and reacts with the stark modernity of our cityscapes. Drawing on our concerns of the digital age and the speed at which technology is developing, Pantone's art is like looking several light years ahead into the future and discovering a new language in which to communicate."

Samples of Felipe's work:



2 (Professional Artist Section)

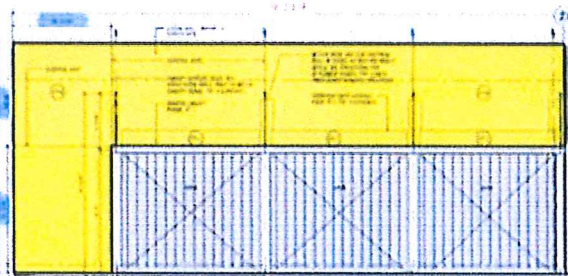
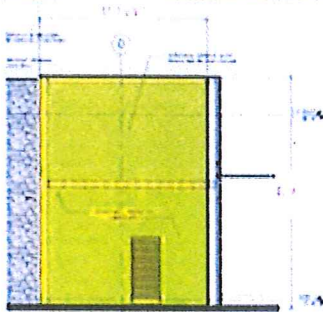
ARTIST MURAL / FOOD COURT

THE SHOPS AT SOUTHTOWN



The information shown in this document is based on existing drawings. This exhibit is strictly diagrammatic. It is intended for the purpose of indicating estimated overall heights and lengths of proposed artwork wall coverage. It is recommended that the Artist field verify all dimensions and conditions prior to commencing work.

TOTAL AREA: 1,174 SF



3 (Community Artist Wall)

ARTIST MURAL / JCPENNEY

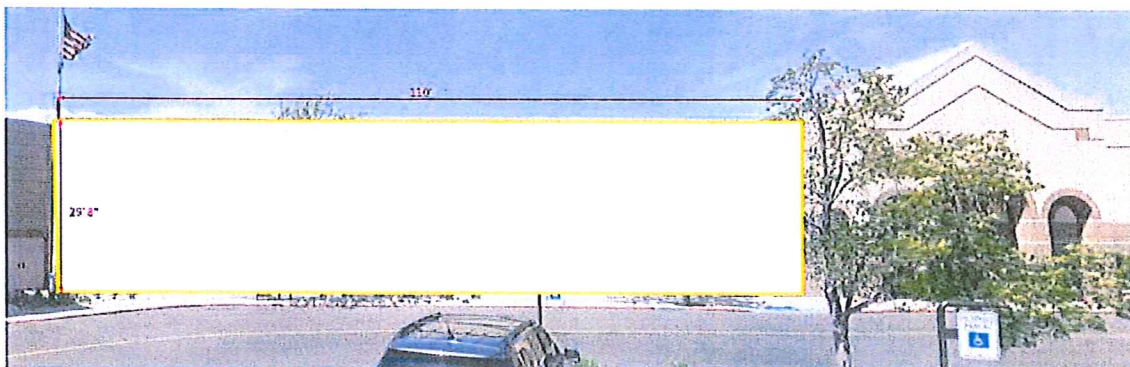
THE SHOPS AT SOUTHTOWN



The information shown in this document is based on existing drawings. This exhibit is strictly diagrammatic. It is intended for the purpose of indicating estimated overall heights and lengths of proposed artwork wall coverage. It is recommended that the Artist field verify all dimensions and conditions prior to commencing work.

NOTE: PRCP to confirm proposed mural location with JCP

TOTAL AREA: 3,263 SF

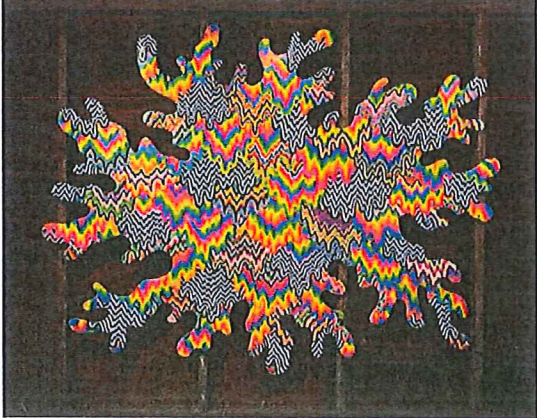


ALTERNATE ARTIST OPTIONS:

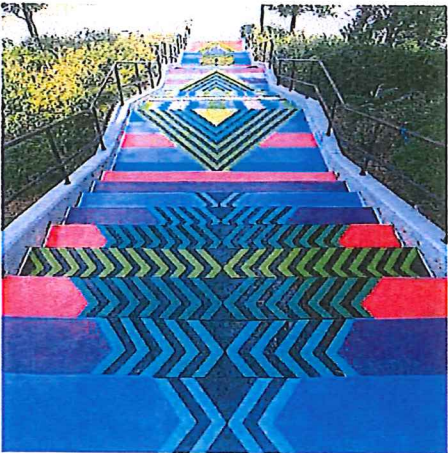
David Flores: <http://www.ba-reps.com/murals/david-flores/portfolio>



- Jen Stark: <http://www.jenstark.com/public-art-1/>



- Jessie and Katey: <http://www.jessieandkatey.com/>



COMMUNITY CALL FOR ARTISTS:

A landing page has been developed to facilitate a call for local artists within the community. Artists will be able to view project goals, specifications, and objectives and will submit an application for review by the City of Sandy representatives and Pacific Retail Capital Partners.

THE SHOPS AT
SOUTH
TOWN

HOME STORES SHOP DEALS EVENTS CENTER INFO BLOG

Community Call For Artists

Art Mural Projects at The Shops At South Town

The Shops at South Town and the City of Sandy are dedicated to fostering community collaborations and partnerships. Recently, The Shops at SouthTown completed Phase I of a modernization renovation. With the addition of Round 1 Bowling and Entertainment this coming spring, the completed phase has allowed the Shops at SouthTown to become the center of Sandy, living, equipped with technology, entertainment, retail, restaurants and beautifully inviting modern spaces for the community to connect throughout the year.

We believe the result of spaces will provide a vibrant and eclectic, local community gathering space and a unique open space experience. It will also help to create an attractive, walkable, vibrant and safe pedestrian partner of the shops.

eligibility

Any artist or team of artists interested in creating a fine dimensional mural, to be completed by June 2014. Submissions are due to the artist (at least 20 days out) to: info@shopsatstowntown.com

goals

- Create a piece of public art for an outdoor environment that reflects the spirit of Salt Lake and the City's project.
- Engage our local artist community through volunteer participation, meet the artist opportunities, demonstrations, etc.
- Select a dedicated and qualified artist or artist team that can demonstrate a terrific excellence while completing this project on time and within budget.

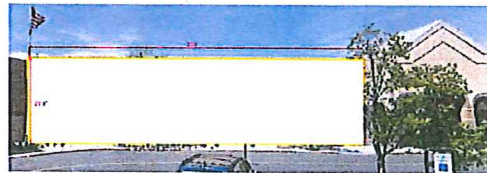
location

There are a series of spaces designated for this mural program. Dimensions and locations of applicable walls are included in the attached documents. The wall base surfaces vary. The surface material is brick at the JCPenney wall. Artists should submit what background is preferred and what should be primed only or base painted in a specific color. The base paint/prime will not be part of the artist budget.

specifications

Must be completed on the JCPenney wall (see wall shown below). You'll be a great company with amazing artist from around the country.

JCPenney wall – 3,263 sq. ft. of creative artist space to work and create on!



- Click the Mural Application button below and complete the form on the next page.
- Upload a Video to Facebook and check into The Shops at South Town on Facebook, in the video highlight why you should be chosen. Include who you are, where you come from, how long you lived in the area, examples of past works, and your vision for the project. Include a link to the video in the form on the next page. Best Video will win \$1000! A narrative and design illustrating the concept is required for each submission. Include as much supplemental information such as medium, paint type and timeline for completion.
- All components must be in digital format for submission renderings (which may be completed with digital media or by hand and scanned), to be included as a link in the Application Form or sent via dropbox to info@shopsatstowntown.com.
- The budget should include the artist(s) fee, supplies, travel related expenses, and other associated costs including insurance.
- Supporting materials, including images and reviews of previously completed works, are required. Examples should describe size, materials, cost, and location of other public works. References for earlier projects are encouraged.

policies

Artists will retain the ownership of design ideas submitted with this application until a selection has been made and contract signed between the artist and The Shops at South Town. At the time a contract is awarded, the ownership of the design and the artwork produced, in this case the public/private art mural project, will become the property of The Shops at South Town and The City of Sandy.

Pacific Retail, Center and community members will be solicited to discuss and give their opinions on the design which best fits The Shops at South Town and The City of Sandy representatives. The final selections will be made by the shopping center's executive team.

Financial compensation and insurance for completion of the mural will be made in accordance with the agreed upon contract between the artist(s) and the shopping center. A suitable Artist Maintenance Plan must be submitted. A sample maintenance plan is included for reference.

APPLICATION AND SAMPLE ARTIST MAINTENANCE PLAN

TIMELINE

February 15th
Submission Deadline
February 25th
Artist chosen
February 27th
Wall Primed / Base Coat Painted
March 1st
Artist Commence Painting
March 25th
Artist Complete Mural

YOUR CREATION HERE

SUCCESS IN THE PAST

Recently, Pacific Retail Capital Partners has completed the world's largest collection of outdoor murals on a shopping center, and the only public art project of its kind at Eastridge, in San Jose, CA. The 20,000 square feet of murals features four carefully curated California artists – CYRCLE, Brendan Monroe, Lila Gemellos (local to San Jose) and Aaron De La Cruz. Much like the Shops at South Town, there wasn't much facade to be desired at Eastridge. A four-point mural project was completed to not only make the blank walls of Eastridge come to life, but also to bring the community together. These murals now act as a meeting spot for a quick bite to eat or a tranquil place to relax after a long day of shopping. The Eastridge murals replaced dull and sterile walls with positive and vibrant street art which had a distinctively 'local' feel. These depictions have been displayed and celebrated all over social media and featured in various publications. See below for photos of the success Eastridge found in this project!



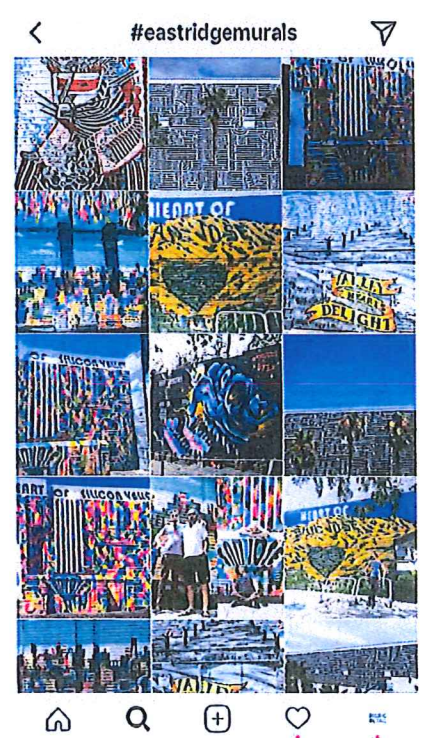
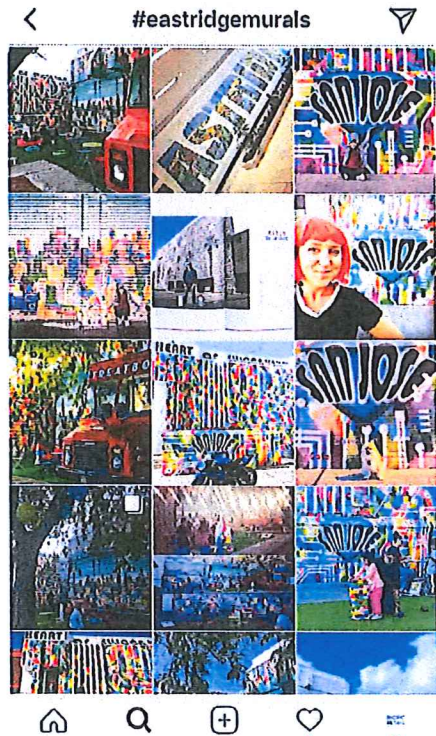
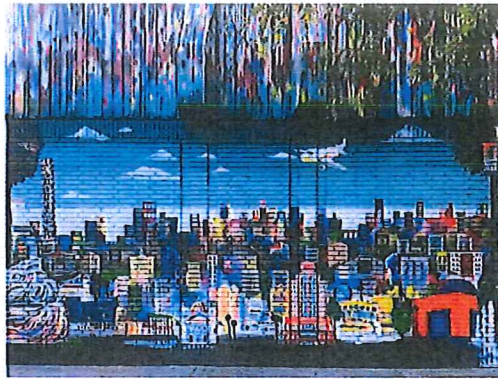
Overview Video:

<https://youtu.be/RxmbZ15tG8E>

Artist Videos:

1. <https://youtu.be/7F-Qvb4E-J8>
2. <https://youtu.be/eRM5ngl6-pl>
3. <https://www.youtube.com/watch?v=LJIHZ8Pevk>
4. <https://youtu.be/SWmT82oCTBo>

#EastridgeMurals



Meeting of the Redevelopment Agency of Sandy City

December 19, 2017

City Council Chambers, Sandy City Hall
10000 South Centennial Parkway, Sandy, Utah

MINUTES

Present: Present: Chairman Chris McCandless, Scott Cowdell, Maren Barker, Steve Fairbanks, Linda Martinez Saville. Kristin Coleman-Nicholl – via telephone.

Absent: Steven P. Smith

Mayor: Tom Dolan - Absent

Others in Attendance: CAO Scott Bond, Assistant CAO Shane Pace, Economic Development Director Nick Duerksen, Economic Development Project Manager Kasey Dunlavy; Public Works Director Mike Gladbach, Fire Chief Bruce Cline, City Attorney Rob Wall, City Civil Attorney Josh Chandler, Parks & Recreation Director Scott Earl, Gardner Companies John Bankhead, Council Office Director Mike Applegarth, Council Office Analyst Dustin Fratto.

1. Motion was made by Mr. Fairbanks to recess the meeting of the City Council and convene the Sandy City Redevelopment Meeting. Mrs. Saville seconded the motion with all voting “yes”.

The Redevelopment Agency Meeting commenced at 5:15 p.m.

2. Gardner Building 2 design presentation.

Nick Duerksen reminded the Board that as per the purchase sale agreement with Gardner Companies, the concept designs of the buildings need to be presented and approved by the RDA Board. Also on the agenda, the RDA Board has the ability to move forward on the participation agreement for the parking structure as required on the PSA which was approved back in August.

Nick indicated that the Architecture Review Committee has seen the concept and design plans. Next would be for the Board to approve the concept and design of the buildings. Nick introduced John Bankhead with Gardner Companies who gave a presentation on the concept and design for the new buildings. He stated that this project is a companion project, the 2nd phase to the MACU project on Monroe Street. This project is comprised of 3 components, an 11 story office building (308,000 sq. ft.), a parking structure for the office building, and along the front of the parking structure fronting Monroe Street, apartments attached to the parking structure.

Board members voiced concern regarding the apartments versus owner occupied, increased traffic and the height of the building. Nick said the previously approved PSA requires the building to be at least 250,000 sq. ft., which would be a minimum of 10 stories. Anything less and the PSA would need to be amended. John said they could easily remove the apartments and find another way to screen the parking structure. He also indicated through discussions with Hale and Mountain America regarding traffic impact, was that the infrastructure of Monroe Street has been planned long term to handle growth in the area.

Motion was made by Ms. Barker to deny the proposal to construct an 11 story building as presented by Gardner Company. Seconded by Mrs. Saville.

Vote: Yes: 2 - Maren Barker, Linda Martinez-Saville

No: 4 – Scott Cowdell, Kristin Coleman-Nicholl, Steve Fairbanks, Chris McCandless

Absent: Steven Smith

Motion Failed.

Motion was made by Mr. Cowdell to approve the 11 story structure without the residential component that will be brought back at a later date for further discussion. Mrs. Nicholl seconded the motion.

Vote: Yes: 4 - Scott Cowdell, Kristin Coleman-Nicholl, Chris McCandless, Steve Fairbanks.

No: 2 – Maren Barker, Linda Martinez-Saville

Absent: Steven Smith

Motion passed.

3. Adoption of RD 17-13. A Resolution of the Redevelopment Agency of Sandy City approving a Tax Increment Participation Agreement providing, generally, for tax increment funds to be used for reimbursement of the costs of construction of a parking structure on certain land located between Monroe Street and I15, just South of Sego Lily Dr., by the KC Gardner Company, L.C.

Nick Duerksen discussed the Tax Increment Participation Agreement (with Gardner Companies) indicating that this allows RDA participate on the parking structure. The agreement also allows Gardner to capture 85% of the tax increment they create on only their site between now and 2032 which is consistent with the other parking structures in the area. Chris McCandless asked what other entities are participating and at what level. Nick affirmed that all the other entities are participating at 60% for 10 years.

Motion was made by Mr. Fairbanks to adopt RD 17-13. A Resolution of the Redevelopment Agency of Sandy City approving a Tax Increment Participation Agreement providing, generally, for tax increment funds to be used for reimbursement of the costs of construction of a parking structure on certain land located between Monroe Street and I15, just South of Sego Lily Dr., by the KC Gardner Company, L.C.. Mrs. Saville seconded the motion.

Vote: Yes: 6 – Steve Fairbanks, Linda Martinez Saville, Scott Cowdell, Maren Barker, Kristin Coleman-Nicholl, Chris McCandless.

Absent: Stephen P. Smith

4. Approval of minutes for:
November 14, 2017
November 21, 2017

Mr. Fairbanks made a motion to approve the minutes for November 14, 2017 and November 21, 2017. Ms. Barker seconded the motion, with all voting “yes”.

Absent: Steven P. Smith

5. Motion to adjourn Redevelopment Agency Meeting: Mr. McCandless made a motion to recess the meeting of the RDA. Mr. Tenney seconded the motion, with all voting “yes”.

The meeting recessed at 6:00 p.m.

ATTEST:

Linda Martinez Saville – Chairman

Vickey Barrett – Secretary

Meeting of the Redevelopment Agency of Sandy City

December 28, 2017

City Council Chambers, Sandy City Hall
10000 South Centennial Parkway, Sandy, Utah

MINUTES

Present: Present: Chairman Chris McCandless, Scott Cowdell, Linda Martinez Saville, Steven P. Smith. Kristin Coleman-Nicholl – via telephone.

Absent: Maren Barker, Steve Fairbanks

Others in Attendance: CAO Scott Bond, Assistant CAO Korban Lee, Economic Development Director Nick Duerksen, Economic Development Project Manager Kasey Dunlavy, Hamilton Partners Bruce Bingham, Community Development Jared Gerber, Council Office Director Mike Applegarth, Council Office Analyst Dustin Fratto, Council Office Pam Lehman.

1. Motion was made by Mr. Cowdell to recess the meeting of the City Council and convene the Sandy City Redevelopment Meeting. Mrs. Saville seconded the motion with all voting “yes”.

The Redevelopment Agency Meeting commenced at 4:30 p.m.

2. Adoption of RD 17-14. A Resolution of the Redevelopment Agency of Sandy City authorizing the execution of a Tax Increment Participation Agreement with East Village Investments LLC relating to participation in a portion of the costs for certain extraordinary infrastructure improvements serving a new Transit Oriented Development within the TOD Community Development Project Area.

Nick Duerksen thanked the Board for allowing the special meeting.

Nick explained this participation agreement is with Hamilton Partners, a significant developer in the TOD/CDA project area. The agreement for tax increment is used for infrastructure, parking structures and other special development issues the project has. The agreement provides for 40% participation for Phase 1 of the project and the amount collected is from the net tax increment collected by the RDA. At the completion of Phase 2, this will be changed to 70 % participation. Building 4 is nearly complete and is the last building for phase 1. Phase 2 is additional residential but significant parking structures both for UTA transit parking and office space to be added in the project area.

This agreement is for the RDA to participate on the project with Hamilton Partners and the properties they control. The increment will only be from the increment they (Hamilton Properties) create. There are performance requirements included; a minimum sq. ft. of office space built, 350 minimum parking spaces for UTA parking. There is a cap of 12 million dollars for 20 years of participation. The project area creates RDA funds which have been identified for City projects that stem from improvements on Beetdigger Blvd., trail connection at the tunnel at the Trax stop, and storm water improvements at 10200 South.

Nick noted one correction needed when the motion is made: Section 1-b of the agreement Sandy Suburban Improvement District has been listed as a participant and they are not participating. This will need to be struck from the agreement.

Kris Nicholl asked what does the “extraordinary infrastructure costs” and “other costs” involve? Nick explained the “extraordinary costs” is the biggest and is for moving and relocating of the canal. The “other improvements” are primarily for roads, and to help offset gap financing on the structured parking for the office building and UTA parking requirements. Kris asked if they can appeal their tax assessment. Nick indicated they have the right to appeal and if the tax assessment were lowered, that would lower the amount of tax increment the RDA would collect and the amount the RDA would make available to them. Kris also asked what the Downtown Association is? Nick said there has been discussion about possibly creating a Downtown Association in the Cairns District sometime in the future. With this in mind, as part of any new participation agreements, language has been included that should a Downtown Association be created the RDA would look to them to participate as a member of the Association.

Scott Cowdell expressed concern regarding parking in high density areas. Nick responded saying parking is addressed in the zoning code as a requirement of their Planning Commission Approval. The TOD/CDA project area requires 300 parking stalls and there will be 480 public stalls available. Scott added that we (the City) need to be more in tune with the location of parking stalls for the public.

Steve Smith brought up that in RDA Resolutions for interlocal agreements, Section 1, authorizes the Executive Director to approve minor modifications, and amendments or revisions to the agreement. There currently is no tracking mechanism in place. Any changes made should be brought before the Board within 30 days of the change.

Motion was made by Mr. McCandless to approve RD 17-14. A Resolution of the Redevelopment Agency of Sandy City authorizing the execution of a Tax Increment Participation Agreement with East Village Investments LLC relating to participation in a portion of the costs for certain extraordinary infrastructure improvements serving a new Transit Oriented Development within the TOD Community Development Project Area, with 2 amendment's. The first amendment being to page 1, the paragraph below the “Now therefore”, add “, and to report to the Board within 30 days of said amendment”. Second amendment

made on page 106 of the agreement in definitions relating to Tax Increment, 1-b, striking “Sandy Suburban Improvement District” from the list of participating tax entities. Mrs. Saville seconded the motion.

Vote: Yes: 4 –Chris McCandless, Steven P. Smith, Linda Martinez Saville, Kristin Coleman-Nicholl.

No: 1 – Scott Cowdell

Absent: Maren Barker, Steve Fairbanks

3. Motion to adjourn Redevelopment Agency Meeting: Mr. Cowdell made a motion to recess the meeting of the RDA. Mr. Smith seconded the motion, with all voting “yes”.

The meeting recessed at 4:45 p.m.

ATTEST:

Linda Martinez Saville – Chairman

Vickey Barrett – Secretary