



## CITY COUNCIL STAFF REPORT

<b>MEETING DATE:</b>	<b>23 March 2016</b>
<b>APPLICANT:</b>	<b>2121 Fedora, LLC; Gary Doctorman, Manager</b>
<b>PROJECT NUMBER:</b>	<b>SV-15-001</b>
<b>REQUEST:</b>	<b>Petition to Vacate a Portion of Two Public Rights-of-Way</b>
<b>PREPARED BY:</b>	<b>Michael Florence</b>

**SYNOPSIS:** Fedora, LLC is petitioning the City Council to vacate a portion of two alleyways located east of the building at approximately 2121 S. State. Fedora, LLC recently remodeled the existing building at the above referenced address and improved the parking lot. The applicant is petitioning to vacate approximately half of the north/south alley directly east of the building and a portion of the intersecting east/west alley. The applicant has listed a number of reasons for the request in an attached letter. The applicant is also proposing to enter into an agreement with the City for the right-of-way vacation. The agreement does three things:

1. Vacates the identified portions of the two alleyways (a separate ordinance would be approved by the City Council for the vacation)
2. Provides the City an easement for a waterline that the City has running through the applicants property
3. Provides an easement to the residential property owners for continued access from Commonwealth Avenue to the east/west alley.

### **SUMMARY:**

- State code 10-9a-609.5 provides direction to legislative bodies when considering right-of-way vacations which are listed below:
  - Good cause exists for the vacation.
  - Public interest nor any individual will be materially injured by the vacation
- The agreement will allow a perpetual easement for resident access, the City will obtain an easement for a water line that it currently appears to not have, and the developer will be able to add additional parking stalls for his development.



## CITY COUNCIL STAFF REPORT

### **Utah State Code Considerations:**

#### **10-9a-609.5 Vacating a street, right-of-way, or easement.**

(1) A petition to vacate some or all of a public street, right-of-way, or easement shall include:

- (a) the name and address of each owner of record of land that is:
  - (i) adjacent to the public street, right-of-way, or easement; or
  - (ii) accessed exclusively by or within 300 feet of the public street, right-of-way, or easement; and

- (b) the signature of each owner under Subsection (1)(a) who consents to the vacation.

(2) If a petition is submitted containing a request to vacate some or all of a street, right-of-way, or easement, the legislative body shall hold a public hearing in accordance with Section 10-9a-208 and determine whether:

- (a) good cause exists for the vacation; and
- (b) the public interest or any person will be materially injured by the proposed vacation.

(3) The legislative body may adopt an ordinance granting a petition to vacate some or all of a public street, right-of-way, or easement if the legislative body finds that:

- (a) good cause exists for the vacation; and
- (b) neither the public interest nor any person will be materially injured by the vacation.

(4) If the legislative body adopts an ordinance vacating some or all of a public street, right-of-way, or easement, the legislative body shall ensure that one or both of the following is recorded in the office of the recorder of the county in which the land is located:

- (a) a plat reflecting the vacation; or
- (b) an ordinance described in Subsection (3).

(5) The action of the legislative body vacating some or all of a street, right-of-way, or easement that has been dedicated to public use:

- (a) operates to the extent to which it is vacated, upon the effective date of the recorded plat, as a revocation of the acceptance of and the relinquishment of the municipality's fee in the vacated street, right-of-way, or easement; and
- (b) may not be construed to impair:
  - (i) any right-of-way or easement of any lot owner; or
  - (ii) the franchise rights of any public utility.

Amended by Chapter 381, 2010 General Session

### **General Plan Considerations:**

In order to determine whether good cause exists for the vacation, staff recommends that the City Council review the South Salt Lake City General Plan. Relevant General Plan goals include:

**Goal ES-4.** Redevelopment of property should be actively pursued and incentives, when deemed appropriate, should be offered to further this goal.

**Goal LU-7.** Protect low density residential areas adjacent to business districts

**Objective LU-7.1.** Mitigate impacts caused by businesses near single family neighborhoods by the addition of landscape buffers, traffic calming, and traffic reduction measures

**Policy LU-7.1.3.** If alleyways exist between businesses and residential consider converting them to pedestrian walkways and bike paths

**Goal LU-13.** Redevelopment of property should be actively pursued and incentives, when deemed appropriate, should be offered to further this goal

**Staff Analysis:**

The developer met last summer with many of the residents who live on Commonwealth Avenue and at that time they were supportive of the closure. The residents signed a letter of support at that time but are reviewing that letter again since some time has passed since they signed the letter. If the residents still support the closure the letter will be placed in the Councils Dropbox for review. A few years ago the City Engineer worked with the residents on Commonwealth to design a traffic calming element that prohibited traffic entering the residential portion of the neighborhood from State Street. In the residents support letter they included additional requests for moving signs and relocating street improvements. These items are engineering items and will be reviewed by the City Engineer and do not necessarily pertain to the closure of the street.

State statute requires the City Council to consider if good cause exists for the vacation, and if the public interest or any person will be materially injured by the proposed vacation.

**Good Cause**

The General Plan supports efforts on behalf of the City to redevelop property while protecting residential neighborhoods. Staff believes that the City has good cause to approve the proposed vacation as it will further the goals of the General Plan to promote redevelopment while protecting and mitigating impacts to the residential neighborhood.

**Material Injury to the Public Interest or to Any Person**

Staff finds that neither the public interest nor any individual will be materially injured by the vacation. The residents who own property on this block will have continued access to the east/west alley and their backyards through a perpetual easement.

**Attachments**

1. Applicant letter
2. Aerial of property owned by the applicant
3. Drawings showing the extent of the proposed vacations
4. Easement and vacation agreement

**2121 Fedora, LLC**

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2439 Michigan Avenue  
Salt Lake City, UT 84108  
Telephone: (801) 558-1390  
Email: [gdoctorman@parsonsbehle.com](mailto:gdoctorman@parsonsbehle.com)  
[kdoctorman@comcast.net](mailto:kdoctorman@comcast.net)

March 26, 2015

**VIA HAND-DELIVERY**

City of South Salt Lake  
Community Development Dept.  
220 East Morris Avenue  
South Salt Lake City, UT 84115

**Re: Petition to vacate a portion of public right-of-way north of Commonwealth Avenue and to replace it with a wider adjacent right-of-way that continues to give access to 2100 South and the alley**

Greetings:

Please accept this letter and the enclosures as a Petition to Vacate a portion of the public right-of-way and to replace it with a wider adjacent public right-of-way with respect to our project at 2121 South State Street. 2121 Fedora, LLC owns the property to the west of the existing right-of-way (Lots 7 to 12 of Hollywood Tract) and the property to the east (Lot 34 of Hollywood Tract). There are multiple reasons for this request:

First, the City has an 8 inch water line, without an easement, across 2121 Fedora, LLC's property. This is shown on the Site and Utility plan attached. That water line flows from Commonwealth Avenue, through our property, to the Starbucks. By moving the existing right-of-way to the east and over the City's water pipeline, the City would properly be able to maintain and repair its water line within the confines of the City's relocated right-of-way.

Second, by moving the right-of-way to the east, the right-of-way will be expanded from the width of approximately 15.96 feet to a width of approximately 24 feet, thus benefitting the City and the residents with a wider easement over the City's water line.

Third, by relocating the right-of-way to the east, the neighbors have better access to the alley and 21<sup>st</sup> South than using the existing right-of-way.

City of South Salt Lake  
Community Development Dept.  
March 26, 2015  
Page Two

Fourth, the existing right-of-way is immediately adjacent to our building (the old Sentinel Life Insurance Building). This creates some access and parking issues for us which we would like to alleviate.

Fifth, by moving the right-of-way to the east, we can add approximately 5 parking stalls, which will benefit the neighborhood as that reduces the chances of people visiting the 2121 South State Building having to park on the street (to which they are legally entitled).

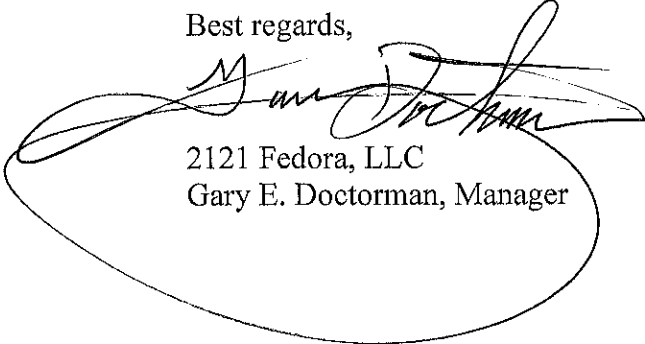
We view this alley relocation as a win-win-win for the City, the neighbors, and 2121 Fedora, LLC and hope you will concur.

Please find enclosed the following:

1. Completed Petition to Vacate Public Right of Way.
2. \$500 Application Fee.
3. Two copies of the existing Site Plan titled "Alley Vacation Plan" showing the vacation of a portion of the existing alley, 15.96 wide.
4. Two copies of a Proposed Site Plan titled "Proposed Public Access Easement" showing the proposed new 24' right-of-way.
5. Two copies of a Utility Plan.
6. Legal Description of the right-of-way to be vacated (on the Alley Vacation Plan).
7. Legal Description of the replacement right-of-way (on the "Proposed Public Access Easement").
8. The names and addresses of each owner of record of land that is adjacent to the right-of-way or is accessed exclusively or within three hundred feet of the right-of-way.
9. Stamped envelopes addressed to the persons identified in the above paragraph.
10. The Hollywood Tract plat map.

Please let us know if there is any further information that you require.

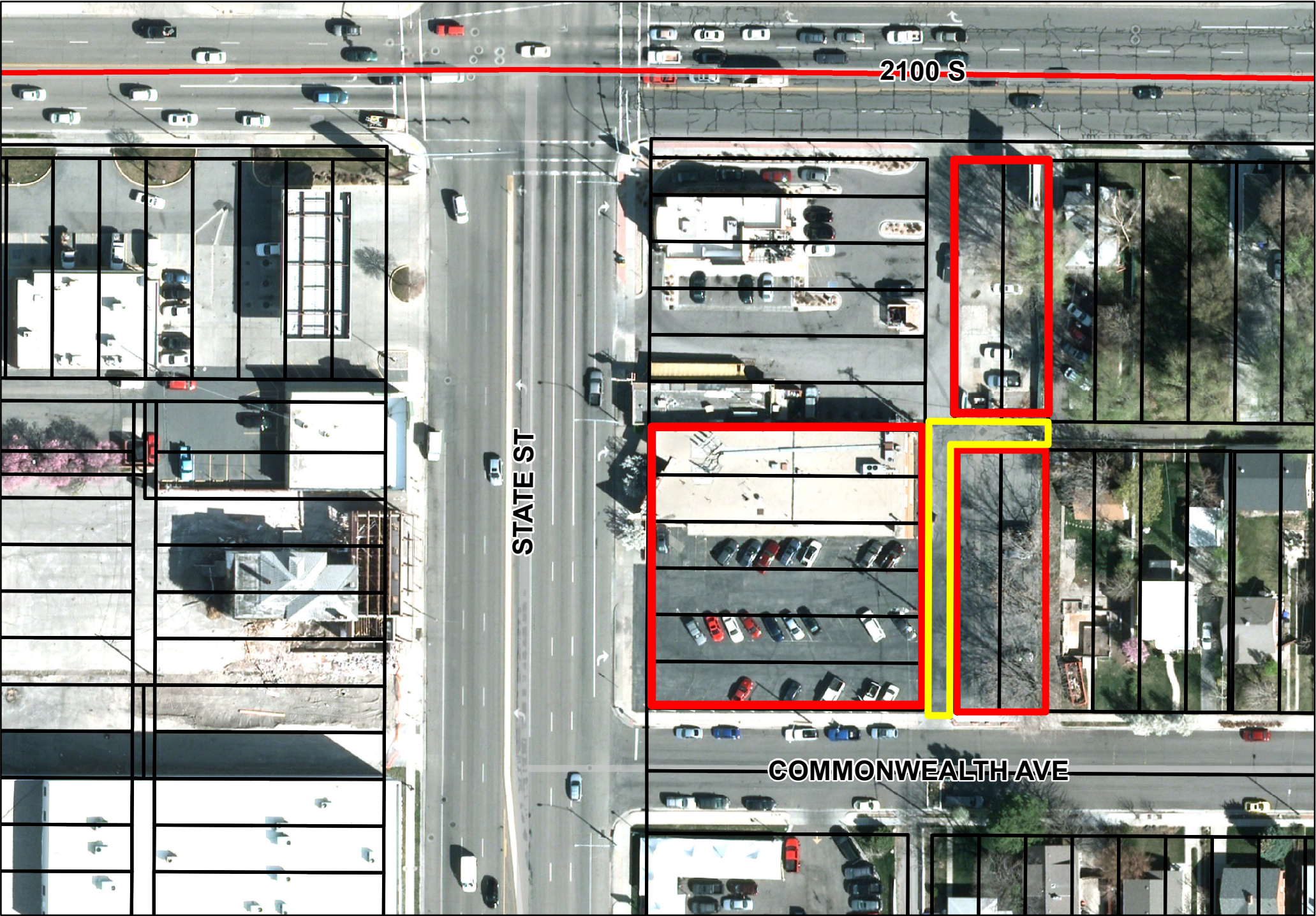
Best regards,




2121 Fedora, LLC  
Gary E. Doctorman, Manager

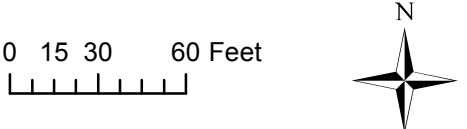
GED/kro  
Enclosures





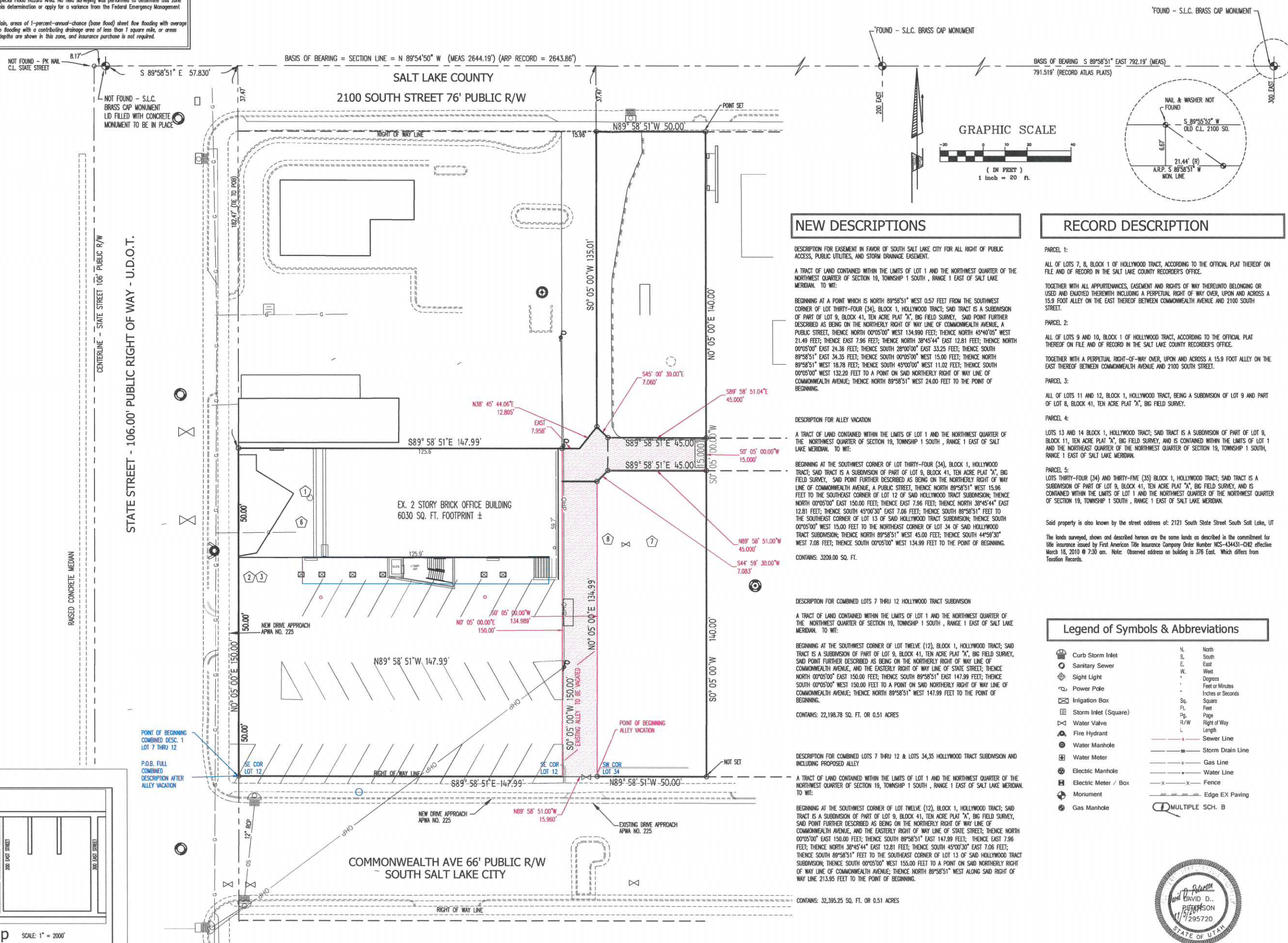
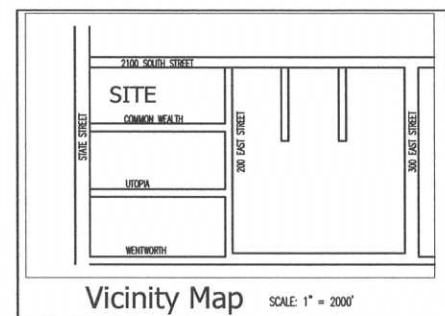
**2121 S State Street - Proposed Alley Vacation**

 Property owned by 2121 Fedora LLC, Petitioners





Zones X is area of 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance (base flood) sheet flow flooding with overtopping depths of less than 1 foot, areas of base flood stream flooding with a contributing drainage area of less than 1 square mile, or areas protected from the base flood by levees. No BFEs or depths are shown in this zone, and insurance purchase is not required.



Date: AUGUST 6, 2014  
Job No.: A-14-024  
Drawn: PETERSON  
Drawn: T. LISTER  
SRV: VELARDE

**Peterson Engineering, P.C.**  
CONSULTING ENGINEERS & LAND SURVEYORS  
1111 W. 400 WEST #1 MIDVAL F. UTAH 84047 801-255-1111

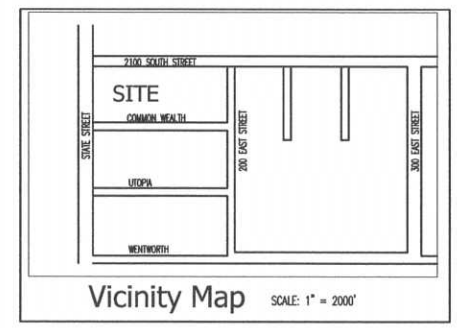
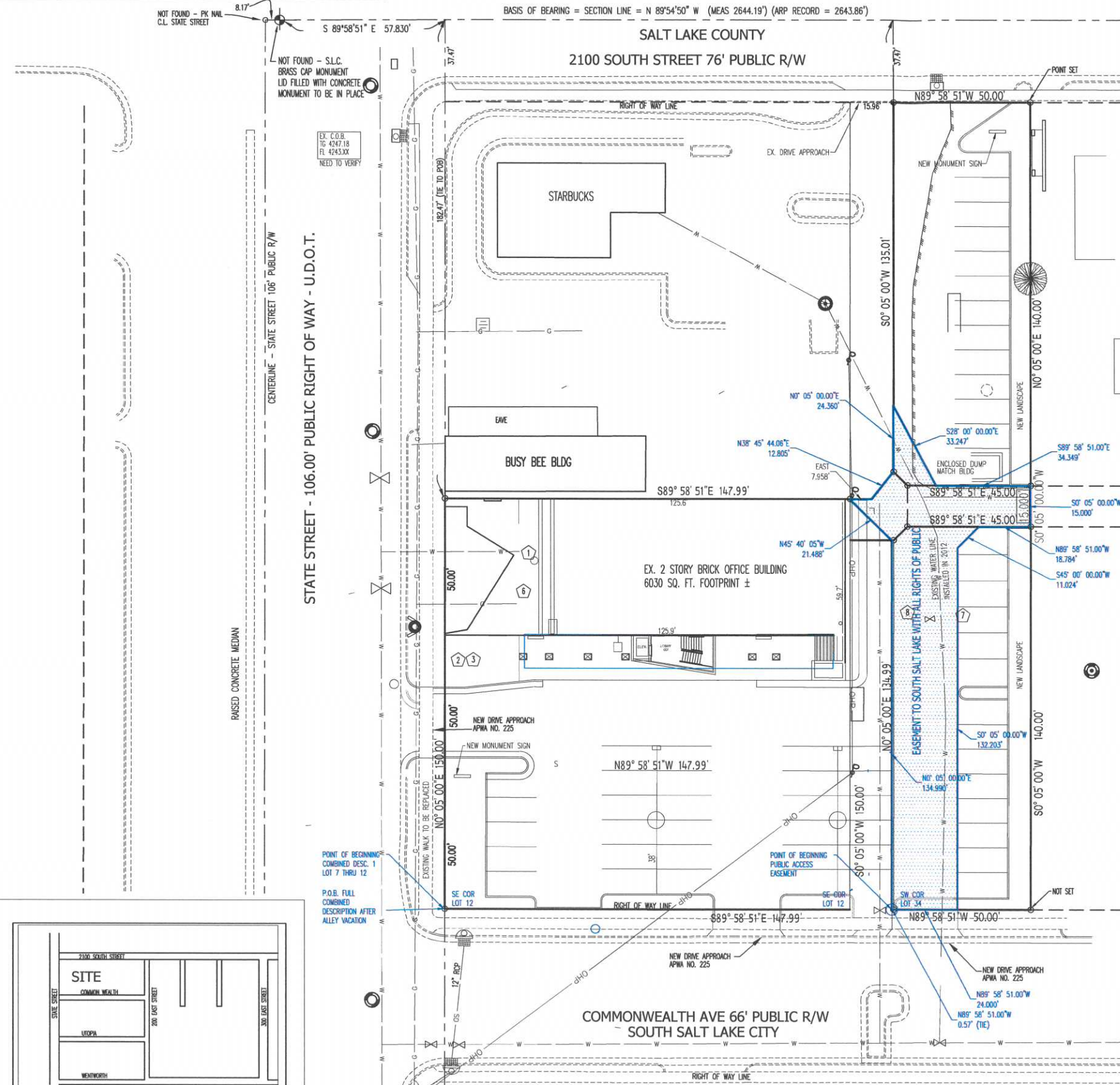
**2121 BUILDING**  
2121 SOUTH STATE STREET, SOUTH SALT LAKE CITY UTAH

## ALLEY VACATION PLAN

C 1.1



**FLOOD NOTE:**  
By graphic plotting only, this property is in Zone "X" of the Flood Insurance Rate Map, Community Panel No. 49035C 0282H, which bears an effective date of August 2, 2012 and is not in a Special Flood Hazard Area. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.  
Zones X is area of 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance (base flood) sheet flow flooding with average depths of less than 1 foot, areas of base flood stream flooding with a contributing drainage area of less than 1 square mile, or areas protected from the base flood by levees. No SFEs or depths are shown in this zone, and insurance purchase is not required.



### NEW DESCRIPTIONS

DESCRIPTION FOR EASEMENT IN FAVOR OF SOUTH SALT LAKE CITY FOR ALL RIGHT OF PUBLIC ACCESS, PUBLIC UTILITIES, AND STORM DRAINAGE EASEMENT.

A TRACT OF LAND CONTAINED WITHIN THE LIMITS OF LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF SALT LAKE MERIDIAN. TO WIT:

BEGINNING AT A POINT WHICH IS NORTH 89°58'51" WEST 0.57 FEET FROM THE SOUTHWEST CORNER OF LOT THIRTY-FOUR (34), BLOCK 1, HOLLYWOOD TRACT; SAID TRACT IS A SUBDIVISION OF PART OF LOT 9, BLOCK 41, TEN ACRE PLAT "A", BIG FIELD SURVEY, SAID POINT FURTHER DESCRIBED AS BEING ON THE NORTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE, A PUBLIC STREET, THENCE NORTH 00°05'00" WEST 134.990 FEET; THENCE NORTH 45°40'05" WEST 21.49 FEET; THENCE EAST 7.96 FEET; THENCE NORTH 38°45'44" EAST 12.81 FEET; THENCE NORTH 00°05'00" EAST 24.36 FEET; THENCE SOUTH 28°00'00" EAST 33.25 FEET; THENCE SOUTH 89°58'51" EAST 34.35 FEET; THENCE SOUTH 00°05'00" WEST 15.00 FEET; THENCE NORTH 89°58'51" WEST 18.78 FEET; THENCE SOUTH 45°00'00" WEST 11.02 FEET; THENCE SOUTH 00°05'00" WEST 132.20 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE; THENCE NORTH 89°58'51" WEST 24.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION FOR ALLEY VACATION

A TRACT OF LAND CONTAINED WITHIN THE LIMITS OF LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF SALT LAKE MERIDIAN. TO WIT:

BEGINNING AT THE SOUTHWEST CORNER OF LOT THIRTY-FOUR (34), BLOCK 1, HOLLYWOOD TRACT; SAID TRACT IS A SUBDIVISION OF PART OF LOT 9, BLOCK 41, TEN ACRE PLAT "A", BIG FIELD SURVEY, SAID POINT FURTHER DESCRIBED AS BEING ON THE NORTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE, A PUBLIC STREET, THENCE NORTH 89°58'51" WEST 15.96 FEET TO THE SOUTHEAST CORNER OF LOT 12 OF SAID HOLLYWOOD TRACT SUBDIVISION, THENCE NORTH 00°05'00" EAST 150.00 FEET; THENCE EAST 7.96 FEET; THENCE NORTH 38°45'44" EAST 12.81 FEET; THENCE SOUTH 45°00'30" EAST 7.06 FEET; THENCE SOUTH 89°58'51" FEET TO THE SOUTHEAST CORNER OF LOT 13 OF SAID HOLLYWOOD TRACT SUBDIVISION; THENCE SOUTH 00°05'00" WEST 15.00 FEET TO THE NORTHEAST CORNER OF LOT 34 OF SAID HOLLYWOOD TRACT SUBDIVISION; THENCE NORTH 89°58'51" WEST 45.00 FEET; THENCE SOUTH 44°59'30" WEST 7.08 FEET; THENCE SOUTH 00°05'00" WEST 134.99 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3209.00 SQ. FT.

DESCRIPTION FOR COMBINED LOTS 7 THRU 12 HOLLYWOOD TRACT SUBDIVISION

A TRACT OF LAND CONTAINED WITHIN THE LIMITS OF LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF SALT LAKE MERIDIAN. TO WIT:

BEGINNING AT THE SOUTHWEST CORNER OF LOT TWELVE (12), BLOCK 1, HOLLYWOOD TRACT; SAID TRACT IS A SUBDIVISION OF PART OF LOT 9, BLOCK 41, TEN ACRE PLAT "A", BIG FIELD SURVEY, SAID POINT FURTHER DESCRIBED AS BEING ON THE NORTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE, AND THE EASTERLY RIGHT OF WAY LINE OF STATE STREET; THENCE NORTH 00°05'00" EAST 150.00 FEET; THENCE SOUTH 89°58'51" EAST 147.99 FEET; THENCE SOUTH 00°05'00" WEST 150.00 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE; THENCE NORTH 89°58'51" WEST 147.99 FEET TO THE POINT OF BEGINNING.

CONTAINS: 22,198.78 SQ. FT. OR 0.51 ACRES

DESCRIPTION FOR COMBINED LOTS 7 THRU 12 & LOTS 34,35 HOLLYWOOD TRACT SUBDIVISION AND INCLUDING PROPOSED ALLEY

A TRACT OF LAND CONTAINED WITHIN THE LIMITS OF LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF SALT LAKE MERIDIAN. TO WIT:

BEGINNING AT THE SOUTHWEST CORNER OF LOT TWELVE (12), BLOCK 1, HOLLYWOOD TRACT; SAID TRACT IS A SUBDIVISION OF PART OF LOT 9, BLOCK 41, TEN ACRE PLAT "A", BIG FIELD SURVEY, SAID POINT FURTHER DESCRIBED AS BEING ON THE NORTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE, AND THE EASTERLY RIGHT OF WAY LINE OF STATE STREET; THENCE NORTH 00°05'00" EAST 150.00 FEET; THENCE SOUTH 89°58'51" EAST 147.99 FEET; THENCE EAST 7.96 FEET; THENCE NORTH 38°45'44" EAST 12.81 FEET; THENCE SOUTH 45°00'30" EAST 7.06 FEET; THENCE SOUTH 89°58'51" FEET TO THE SOUTHEAST CORNER OF LOT 13 OF SAID HOLLYWOOD TRACT SUBDIVISION; THENCE SOUTH 00°05'00" WEST 155.00 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE; THENCE NORTH 89°58'51" WEST ALONG SAID RIGHT OF WAY LINE 213.95 FEET TO THE POINT OF BEGINNING.

CONTAINS: 32,395.25 SQ. FT. OR 0.51 ACRES

### RECORD DESCRIPTION

PARCEL 1:  
ALL OF LOTS 7, 8, BLOCK 1 OF HOLLYWOOD TRACT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE.

TOGETHER WITH ALL APPURTENANCES, EASEMENTS AND RIGHTS OF WAY THEREUNTO BELONGING OR USED AND ENJOYED THEREWITH INCLUDING A PERPETUAL RIGHT OF WAY OVER, UPON AND ACROSS A 15.9 FOOT ALLEY ON THE EAST THEREOF BETWEEN COMMONWEALTH AVENUE AND 2100 SOUTH STREET.

PARCEL 2:  
ALL OF LOTS 9 AND 10, BLOCK 1 OF HOLLYWOOD TRACT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE.

TOGETHER WITH A PERPETUAL RIGHT-OF-WAY OVER, UPON AND ACROSS A 15.9 FOOT ALLEY ON THE EAST THEREOF BETWEEN COMMONWEALTH AVENUE AND 2100 SOUTH STREET.

PARCEL 3:  
ALL OF LOTS 11 AND 12, BLOCK 1, HOLLYWOOD TRACT, BEING A SUBDIVISION OF LOT 9 AND PART OF LOT 8, BLOCK 41, TEN ACRE PLAT "A", BIG FIELD SURVEY.

PARCEL 4:  
LOTS 13 AND 14 BLOCK 1, HOLLYWOOD TRACT; SAID TRACT IS A SUBDIVISION OF PART OF LOT 9, BLOCK 11, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND IS CONTAINED WITHIN THE LIMITS OF LOT 1 AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF SALT LAKE MERIDIAN.

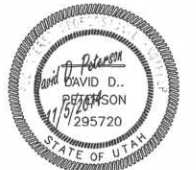
PARCEL 5:  
LOTS THIRTY-FOUR (34) AND THIRTY-FIVE (35) BLOCK 1, HOLLYWOOD TRACT; SAID TRACT IS A SUBDIVISION OF PART OF LOT 9, BLOCK 41, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND IS CONTAINED WITHIN THE LIMITS OF LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF SALT LAKE MERIDIAN.

Said property is also known by the street address of: 2121 South State Street South Salt Lake, UT

The lands surveyed, shown and described herein are the same lands as described in the commitment for title insurance issued by First American Title Insurance Company Order Number NCS-434431-CH2 effective March 18, 2010 @ 7:30 am. Note: Observed address on building is 376 East. Which differs from Taxation Records.

### Legend of Symbols & Abbreviations

- |  |                      |     |                   |
|--|----------------------|-----|-------------------|
|  | Curb Storm Inlet     | N.  | North             |
|  | Sanitary Sewer       | S.  | South             |
|  | Sight Light          | E.  | East              |
|  | Power Pole           | W.  | West              |
|  | Irrigation Box       | +   | Degrees           |
|  | Storm Inlet (Square) | '   | Feet or Minutes   |
|  | Water Valve          | "   | Inches or Seconds |
|  | Fire Hydrant         | Sq. | Square            |
|  | Water Manhole        | FL  | Feet              |
|  | Water Meter          | Pg. | Page              |
|  | Electric Manhole     | R/W | Right of Way      |
|  | Electric Meter / Box | L   | Length            |
|  | Monument             | --- | Sewer Line        |
|  | Gas Manhole          | --- | Storm Drain Line  |
|  |                      | --- | Gas Line          |
|  |                      | --- | Water Line        |
|  |                      | --- | Fence             |
|  |                      | --- | Edge EX Paving    |
|  |                      | Q   | MULTIPLE SCH. B   |



Date: AUGUST 6, 2014  
Job No.: A-14-004  
Project: 2121 SOUTH STATE STREET, SOUTH SALT LAKE CITY  
Drawn: T. LUTTER  
Rev: VELARDE  
Checked: D. PETERSON

**Peterson Engineering, P.C.**  
CONSULTING ENGINEERS & LAND SURVEYORS  
7107 SOUTH 400 WEST #1 MIDVALE UTAH 84047 801-255-3503

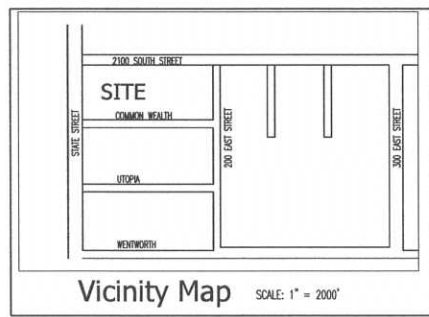
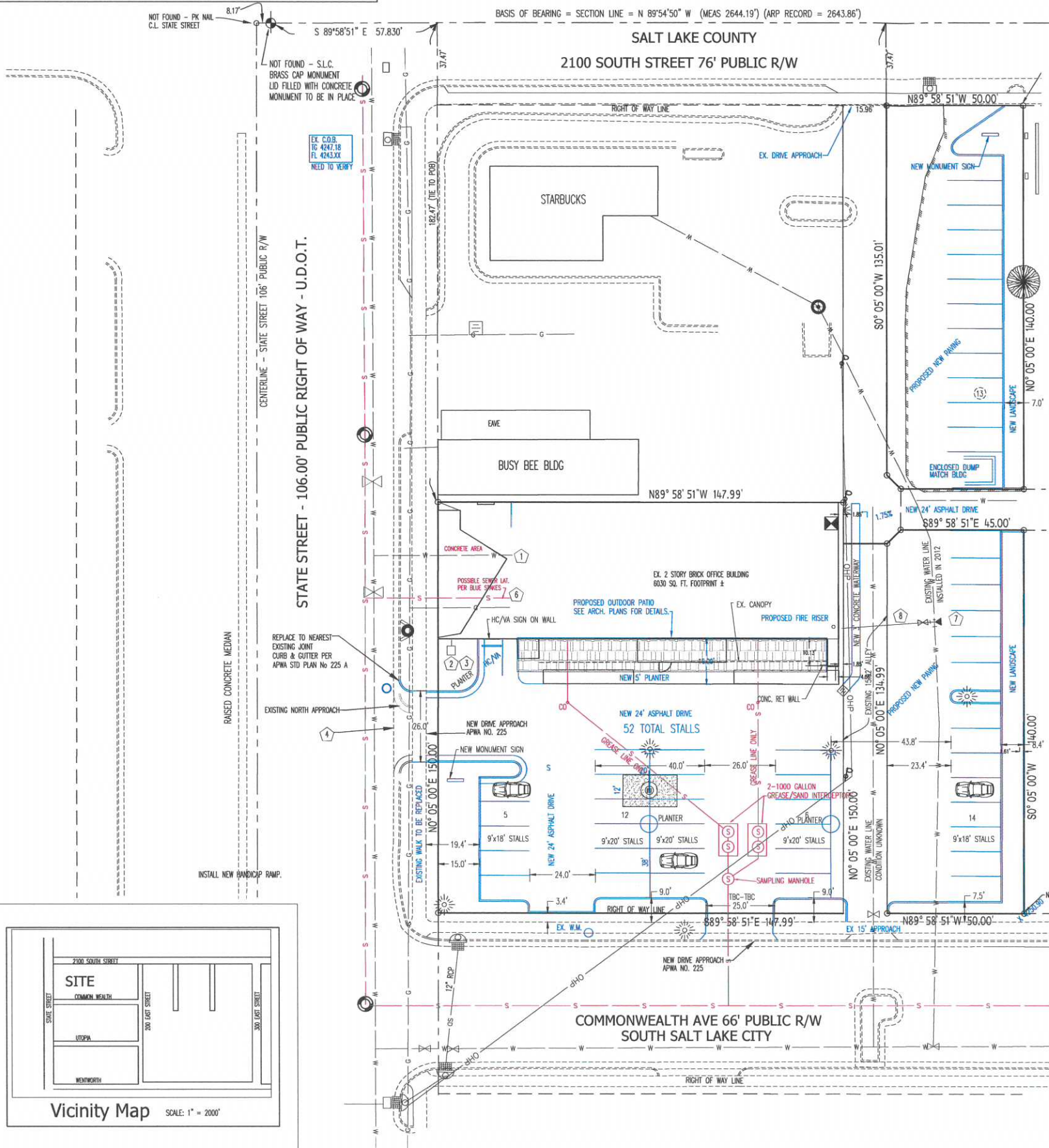
**2121 BUILDING**  
2121 SOUTH STATE STREET, SOUTH SALT LAKE CITY UTAH

**PROPOSED PUBLIC ACCESS EASEMENT**

C 1.2



**FLOOD NOTE:**  
By graphic plotting only, this property is in Zone "X" of the Flood Insurance Rate Map, Community Panel No. 49035C 02824, which bears an effective date of August 2, 2012 and is not in a Special Flood Hazard Area. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.  
Zones X is area of 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance (base flood) sheet flow flooding with average depths of less than 1 foot, areas of base flood stream flooding with a contributing drainage area of less than 1 square mile, or areas protected from the base flood by levees. No SFEs or depths are shown in this zone, and insurance purchase is not required.



**Legend of Symbols & Abbreviations**

	Curb Storm Inlet	N	North
	Sanitary Sewer	S	South
	Sight Light	E	East
	Power Pole	W	West
	Irrigation Box	D	Degrees
	Storm Inlet (Square)	F	Feet or Minutes
	Water Valve	Sq	Square
	Fire Hydrant	FL	Feet
	Water Manhole	Pg	Page
	Water Meter	R/W	Right of Way
	Electric Manhole	L	Length
	Electric Meter / Box	---	Storm Drain Line
	Monument	---	Gas Line
	Gas Manhole	---	Water Line
		---	Fence
		---	Edge EX Paving
		---	MULTIPLE SCH. B

**KEYED NOTES:**

- EX 1" CULINARY METER. SEE ANNA DETAIL CW-120
- NEW 1" IRRIGATION HOTTAP AND METER. SEE ANNA CW-105. WATER SERVICE CONNECTIONS SHALL BE NO CLOSER THAN 3' APART MEASURED EDGE TO EDGE. NEW HOT TAP TO BE 1" IPS POLYETHYLENE.
- NEW 1" INSULATED BACKFLOW PREVENTER. SEE LANDSCAPE DRAWINGS FOR IRRIGATION DETAILS AND SPECIFICATIONS NOT SHOWN HEREON.
- EXISTING DRIVE APPROACH TO BE REMOVED. STATE STREET IS A ASPHALT ROAD. REMOVE EXISTING CURB AND GUTTER TO THE NEAREST JOINT AND REPLACE WITH UDOT STANDARD DRAWINGS GW 2(TYPE B1) CURB (MATCH EXISTING). USE EXISTING JOINT AT LP OF CURB AND GUTTER FOR FRONT FORM. MATCH EXISTING PARK STRIP AND SIDEWALK ALIGNMENT.
- DELETED
- CONTRACTOR TO VERIFY EXACT LOCATION, ELEVATION, AND CONDITION OF EXISTING SEWER LATERAL. CONTACT ENGINEER (DAVID PETERSON 801-859-7150) FOR INSPECTION WHEN EXISTING LATERAL IS EXPOSED.
- NEW 6" HOT-TAP. EXISTING LINE BELIEVED TO BE A 8" C-900. CONTRACTOR TO VERIFY SIZE AND TYPE PRIOR TO ORDERING HARDWARE. L
- NEW 6" C-900 FIRE LINE. VERIFY EXACT ENTRANCE LOCATION WITH BUILDING CONTRACTOR.



**RECORD DESCRIPTION**

**PARCEL 1:**  
ALL OF LOTS 7, 8, BLOCK 1 OF HOLLYWOOD TRACT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.  
TOGETHER WITH ALL APPURTENANCES, EASEMENT AND RIGHTS OF WAY THEREUNTO BELONGING OR USED AND ENJOYED THEREWITH INCLUDING A PERPETUAL RIGHT OF WAY OVER, UPON AND ACROSS A 15.9 FOOT ALLEY ON THE EAST THEREOF BETWEEN COMMONWEALTH AVENUE AND 2100 SOUTH STREET.

**PARCEL 2:**  
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TOGETHER WITH A PERPETUAL RIGHT-OF-WAY OVER, UPON AND ACROSS A 15.9 FOOT ALLEY ON THE EAST THEREOF BETWEEN COMMONWEALTH AVENUE AND 2100 SOUTH STREET.

**PARCEL 3:**  
ALL OF LOTS 11 AND 12, BLOCK 1, HOLLYWOOD TRACT, BEING A SUBDIVISION OF LOT 9 AND PART OF LOT 8, BLOCK 41, TEN ACRE PLAT "A", BIG FIELD SURVEY.

**PARCEL 4:**  
LOTS 13 AND 14 BLOCK 1, HOLLYWOOD TRACT; SAID TRACT IS A SUBDIVISION OF PART OF LOT 9, BLOCK 11, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND IS CONTAINED WITHIN THE LIMITS OF LOT 1 AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF SALT LAKE MERIDIAN.


**PARCEL 5:**  
LOTS THIRTY-FOUR (34) AND THIRTY-FIVE (35) BLOCK 1, HOLLYWOOD TRACT; SAID TRACT IS A SUBDIVISION OF PART OF LOT 9, BLOCK 41, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND IS CONTAINED WITHIN THE LIMITS OF LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF SALT LAKE MERIDIAN.

Said property is also known by the street address of: 2121 South State Street South Salt Lake, UT

The lands surveyed, shown and described hereon are the same lands as described in the commitment for title insurance issued by First American Title Insurance Company Order Number NCS-43431-CH2 effective March 18, 2010 @ 7:30 am. Note: Observed address on building is 376 East. Which differs from Taxation Records.

**UDOT NOTES:**

- UDOT reserves the right to install a raised median island or restrict the access to a right-in-right-out if the proposed access creates safety concerns or if there is an increase in crashes in the area.
  - Work on the UDOT right-of-way is restricted from October 15 to April 15.
  - Any new pavement markings or pavement markings that are removed from the highway are to be replaced with in kind materials such as 3M tape, thermoplastic, ect. All point lines are to be installed with permanent point application before completion of the permit and must have at least 6 months life as determined by UDOT's permits officer.
  - Work is not allowed on the right-of-way during AM/PM peak traffic hours (6AM to 9AM and 3:30 to 6PM)
  - All signs installed on the UDOT right-of-way will be high intensity grade per UDOT Standard Drawing SN 11. Base is SLB1 and posts must meet the SN 10 and for interstate signing, refer to the SN 14 series.
  - Before commencing work on the state highway, the contractor who is awarded the project must have a performance bond on file with UDOT, obtain an encroachment permit from the Region Two Permits office and provide proof of liability insurance in the Utah Department of Transportation name. The minimum amount is \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. For details contact 801-975-4808.
  - For utility taps (road cuts), flowable fill per UDOT's current mix design (50-150ps)
  - All utilities within the paved surface must be bored.
  - No road cuts allowed on this job.
  - For excavations outside of the asphalt or concrete you must back fill with UDOT approved granular borrow and road base compacting in 6" lifts and meet 97% compaction.
  - Owner, developer and/or the contractor will be required to hire an independent company for all testing with in the UDOT right of way.
  - Owner, developer and the contractor are responsible for any damage to the UDOT right of way that may be directly or indirectly caused by your development.
- UDOT Standard Drawings are available on our website at:  
<http://www.udot.utah.gov/main/ftp=100pg280623613185728500-1.1V.X02>
- All plans and drawings should conform to the Utah Department of Transportation's "Standard Drawings" and "Standard Specifications." Projects should also conform to the American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets" and the 2003 Federal Highway Administration Manual on Uniform Traffic Control Devices." Plans should be submitted on one legible 24" x 36" and an electronic copy (PDF); if an electronic copy is unavailable, an 11" x 17" will be acceptable.



DATE: AUGUST 6, 2014  
JOB NO.: A-14-024  
DRAWN BY: F. LISTER  
SERV. VELAIDE  
CHECKED: D. PETERSON

**Peterson Engineering, P.C.**  
CONSULTING ENGINEERS & LAND SURVEYORS  
7107 SOUTH 400 WEST #1 MIDVALE UTAH 84047 801-255-3503

**2121 BUILDING**  
2121 SOUTH STATE STREET, SOUTH SALT LAKE CITY UTAH

**SITE & UTILITY PLAN**

C 1.0

**AFTER RECORDING, PLEASE RETURN TO:**

PARSONS BEHLE & LATIMER  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111-2218  
Attn: Gary E. Doctorman

**EASEMENT AND VACATION OF ALLEY AGREEMENT**

THIS EASEMENT AND VACATION OF ALLEY AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by 2121 Fedora, LLC, a Utah limited liability company ("**Grantor**") whose address is 201 South Main Street, Suite 1800, Salt Lake City, Utah 84111, and the City of South Salt Lake, Utah, ("**Grantee**") whose address is 220 E. Morris Avenue, South Salt Lake City, Utah 84115, (Grantor and Grantee are referred to collectively as the "**Parties**" and individually as a "**Party**"), referring to:

**RECITALS**

A. Grantor is the owner of parcels of real property in Salt Lake County, Utah and more particularly described as all of lots 7 through 12, and 34 Hollywood Tract according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office ("**Grantor Parcels**").

B. Grantor applied to the City of South Salt Lake to vacate the real property used for a public alley that is between Grantor's Lot 34 and Lots 7 through 12 of the Hollywood Tract, according to the official plat thereof on file with the record of Salt Lake County Recorder's Office ("**Vacated Property**"). The Vacated Property is more particularly described on **Exhibit A**.

C. The owners of parcels of real property in Salt Lake County, Utah more particularly described as all of lots 15 through 33 and 36 through 54 Hollywood Tract according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office ("**Permittee Parcels**"). The owners of the Permittee Parcels used the Vacated Property to access alleys described below.

D. As consideration for the City of South Salt Lake vacating the Vacated Property, Grantor desires to grant an easement to Grantee to use the Easement (defined below), and to allow the owners and their tenants, invitees, contractors, and those providing services to the Permittee Parcels (collectively "**Permittees**") to use the Easement to access the Alleys (defined below).

E. The Permittees used the Vacated Property to obtain access to two alleys, the first running east-west and more particularly described on **Exhibit B** ("**Existing East-West Alley**"). The second, running north-south and more particularly described on **Exhibit C** ("**Remaining North-South Alley**"). The Existing East-West Alley and the Remaining North-South Alley are collectively referred to as "**Alleys**."



F. The City of South Salt Lake has no easement for its existing water line that runs under and across Grantor's Lot number 34.

G. In consideration of the abandonment of the Vacated Property, Grantor grants the City of South Salt Lake an easement for its water line under the conditions described below.

### **AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are acknowledged, Grantee and Grantor agree:

1. Grant of Easement. Grantor grants and conveys to Grantee a non-exclusive easement for vehicular traffic over, through and across the Grantor Parcels driveways in its parking lots as from time to time may be paved and intended for driveway purposes ("**Easement**"). The Permittees have the right to use the Easement. Grantor may relocate and/or reconfigure the parking configuration, the driveways and the location of the building from time to time as it sees fit, without the consent of the Grantee or Permittees, provided, however, Grantor (except during periods of construction for a reasonable period of time) shall provide a reasonable access across its driveways to the Alleys for as long as the Alleys exist. Grantee and Permittees shall not have the right to park in Grantor's parking lots. The parking spaces will be designated with striped painted lines on the pavement or by other designations. Permittees may only use the driveways to access the Alleys and may not park in the driveways or designated parking areas.

2. Reservation of Rights. Grantor reserves to itself and its tenants, successors, and assigns the right to cross over or under the Easement, to place or grant other easements along, across, or under the Easement, and to otherwise make improvements to the Easement, so long as those uses and improvements do not materially impair or diminish Grantors or Permittees' use of the Easement.

3. Water Line Easement. Grantor grants to the City of South Salt Lake an easement for repairing and maintaining the existing water line that crosses under Lot 34 of the Hollywood Tract, according to the official map on record in the Salt Lake County Recorder's Office, to maintain the water line ("**Water Line Easement**"). Grantor reserves the right to relocate the Water Line Easement and the water line at its expense. Grantee, must keep the water line underground, and only for reasonable repairs may the surface be disturbed. If the surface is disturbed by the City of South Salt Lake, it shall repair all damage including landscaping and asphalt to at least the condition they were in prior to the City of South Salt Lake disturbing the landscaping or asphalt. Unless it is an emergency, the City of South Salt Lake shall give Grantor 48 business hours' notice, in writing, prior to entering upon Grantor's land.

4. Duration of Easements. The Easement and Water Line Easement will be perpetual and may be terminated only upon Grantee's recordation of a notice of termination in the records of the Salt Lake County Recorder or upon the Grantee vacating the Alleys.

5. Vacating of Vacated Property. Under City of South Salt Lake Municipal Code Section 15.12.495, the City Council held a public hearing on \_\_\_\_\_, 2016 and properly voted to vacate the Vacated Property described on **Exhibit A**. The City of South Salt

Lake vacates, abandons and quit-claims to Grantor the real property described on **Exhibit A**. After vacation, the consolidated description for combined Lots 7 through 12 and Lots 34 and 35, Hollywood Tract Subdivision, is designated on **Exhibit D**.

6. Not a Public Dedication. Nothing in this Agreement will be deemed to be a gift or dedication of any portion of the Grantor Parcels to or for the general public or for any public purposes, it being the intention of the Parties this Agreement be strictly limited to and for the purposes expressed.

7. Indemnification. Grantee indemnifies, holds harmless and agrees to defend Grantor for, from and against all claims, damages, expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Grantor Parcels, caused by the active or passive negligence of Grantee or Permittees, or the breach by Grantee of any of its obligations; provided, however, this indemnification does not apply to the extent any loss of life, injury to any person, or damage to any property is caused by the active or passive negligence of Grantor, or its respective agents, servants or employees.

8. Liens. Under no circumstances will Grantee or Permittees permit any mechanic's lien, materialmen's lien, or other lien of any kind on the Grantor Parcels by anyone claiming by reason of any act or omission of Grantee, or any of its employees, agents, representatives, contractors, subcontractors, successors, or assigns, and Grantee agrees to indemnify, defend, and hold Grantor harmless for, from and against all claims, damages, expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments because of any such liens.

9. Remedies. Upon any violation or threatened violation by any Party of any of the terms, restrictions, covenants and conditions of this Agreement, the other Party will have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation or ask to have the Easement or Water Line Easement terminated in any court of competent jurisdiction. Except as otherwise provided, it is agreed that no breach of this Agreement will entitle any Party to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, any other rights or remedies which any Party may have by any breach of this Agreement. Besides all other remedies available at law or in equity, upon the failure of a defaulting Party to cure a breach within twenty (20) days following written notice thereof from the non-defaulting Party, the non-defaulting Party may perform such obligation in this Agreement on behalf of such defaulting Party and be reimbursed by such defaulting Party upon demand for the reasonable costs thereof. Notwithstanding the foregoing to the contrary, if the nature of the breach of this Agreement presents an immediate risk of damage to property, injury to persons, interruption of utility service or loss, obstruction or blockage of access, the prior notice requirement of this paragraph will not apply, and the non-defaulting Party will be authorized to try to minimize or eliminate such risk, and be reimbursed for the reasonable costs thereof as. Notice of such action will be given to the defaulting Party when reasonably practicable under the circumstances.

10. Notices. All notices, requests, demands and consents to be made to the Parties will be in writing and will be delivered by (a) established express delivery service which



maintains delivery records, (b) hand or (c) registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service to the addresses shown below or such other address which the Parties may provide to one another in accordance.

To Grantor: 2121 Fedora, LLC  
2439 Michigan  
Salt Lake City, UT 84108  
Attn: Gary Doctorman

To Grantee: City of South Salt Lake  
220 East Morris Ave.  
South Salt Lake UT 84115  
Attn: City Attorney

Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

11. Estoppel. Grantee will, upon not less than ten (10) days' prior written notice from Grantor, execute, acknowledge and deliver to Grantor a statement in writing (i) certifying this Agreement is unmodified, or if modified stating the nature of such modification, and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect), and (ii) acknowledging there are not, to Grantee's knowledge, any uncured defaults by Grantee, or specifying such defaults if any are claimed.

12. Severability. If any condition, covenant or other provision contained is held to be invalid or void by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect any other condition, covenant or other provision contained. If such condition, covenant or other provision will be deemed invalid due to its scope or breadth, such condition, covenant or other provision will be deemed invalid for the scope and breadth permitted by law.

13. No Partnership. The Parties do not by this Agreement, or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

14. Further Action. The Parties will execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

15. Counterparts. This Agreement may be executed in many counterpart originals, each of which will be deemed an original instrument for all purposes, but all of which will comprise the same instrument.

16. Governing Law. This Agreement will be construed and enforced under the laws of the State of Utah.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subjects contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by each Party and recorded in the records of the Salt Lake County Recorder.

THIS AGREEMENT IS EXECUTED as of the date written.

**GRANTOR:**

**GRANTEE:**

2121 FEDORA, LLC, a Utah limited liability company

CITY OF SOUTH SALT LAKE

By: \_\_\_\_\_  
Print Name: Gary E. Doctorman  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Gary E. Doctorman, the manager of 2121 Fedora, LLC, who acknowledged to me that it executed this Agreement with duly obtained authority.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the City of South Salt Lake, who acknowledged to me that it executed this Agreement with duly obtained authority.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_



**EXHIBIT A  
TO  
EASEMENT AGREEMENT**

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VACATED PROPERTY

The Vacated Property is in Salt Lake County, Utah and is more particularly described:

A TRACT OF LAND CONTAINED WITHIN THE LIMITS OF LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH , RANGE 1 EAST OF SALT LAKE MERIDIAN. TO WIT:

BEGINNING AT THE SOUTHWEST CORNER OF LOT THIRTY-FOUR (34), BLOCK 1, HOLLYWOOD TRACT; SAID TRACT IS A SUBDIVISION OF PART OF LOT 9, BLOCK 41, TEN ACRE PLAT "A", BIG FIELD SURVEY, SAID POINT FURTHER DESCRIBED AS BEING ON THE NORTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE, A PUBLIC STREET, THENCE NORTH 00°05'00" EAST 134.99 FEET; THENCE NORTH 44°59'30" EAST 7.08 FEET; THENCE NORTH 00°05'00" EAST 15.00 FEET; THENCE NORTH 89°58'51" WEST 20.91 FEET; THENCE SOUTH 00°05'00" WEST 155.00 FEET TO THE SOUTHEAST CORNER OF LOT 12 OF SAID HOLLYWOOD TRACT SUBDIVISION; THENCE SOUTH 89°58'51" EAST 15.96 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE TO THE POINT OF BEGINNING.

CONTAINS: 2561.33 S.F.

**EXHIBIT B  
TO  
EASEMENT AGREEMENT**

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**EXISTING EAST-WEST ALLEY**

The Existing East-West Alley is in Salt Lake County, Utah and is more particularly described:

A TRACT OF LAND CONTAINED WITHIN THE LIMITS OF LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH , RANGE 1 EAST OF SALT LAKE MERIDIAN. TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF LOT THIRTY-FIVE (35), BLOCK 1, HOLLYWOOD TRACT; SAID TRACT IS A SUBDIVISION OF PART OF LOT 9, BLOCK 41, TEN ACRE PLAT "A", BIG FIELD SURVEY, THENCE NORTH 00°05'00" EAST 15.00 FEET; THENCE NORTH 89°58'51" WEST 45.00 FEET; THENCE SOUTH 00°05'00" WEST 15.00 FEET; THENCE SOUTH 89°58'51" EAST 45.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 671.91 S.F.

**EXHIBIT C  
TO  
EASEMENT AGREEMENT**

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**REMAINING NORTH-SOUTH ALLEY**

The Remaining North-South Alley is in Salt Lake County, Utah and is more particularly described:

A TRACT OF LAND CONTAINED WITHIN THE LIMITS OF LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH , RANGE 1 EAST OF SALT LAKE MERIDIAN. TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF LOT THIRTEEN (13), BLOCK 1, HOLLYWOOD TRACT; SAID TRACT IS A SUBDIVISION OF PART OF LOT 9, BLOCK 41, TEN ACRE PLAT "A", BIG FIELD SURVEY, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF 2100 SOUTH STREET; THENCE NORTH 89°58'51" WEST 15.96 FEET; THENCE SOUTH 00°05'00" WEST 140.00 FEET; THENCE SOUTH 89°58'51" EAST 20.96 FEET; THENCE NORTH 45°00'30" WEST 7.06 FEET; THENCE NORTH 00°05'00" EAST 135.01 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2246.88 S.F.



**EXHIBIT D  
TO  
EASEMENT AGREEMENT**

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CONSOLIDATED DESCRIPTION

DESCRIPTION FOR COMBINED LOTS 7 THRU 12 & LOTS 34,35 HOLLYWOOD TRACT SUBDIVISION  
AND INCLUDING VACATED ALLEY

A TRACT OF LAND CONTAINED WITHIN THE LIMITS OF LOT 1 AND THE NORTHWEST QUARTER  
OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH , RANGE 1 EAST OF SALT  
LAKE MERIDIAN. TO WIT:

BEGINNING AT THE SOUTHWEST CORNER OF LOT TWELVE (12), BLOCK 1, HOLLYWOOD TRACT;  
SAID TRACT IS A SUBDIVISION OF PART OF LOT 9, BLOCK 41, TEN ACRE PLAT "A", BIG FIELD  
SURVEY, SAID POINT FURTHER DESCRIBED AS BEING ON THE NORTHERLY RIGHT OF WAY LINE  
OF COMMONWEALTH AVENUE, AND THE EASTERLY RIGHT OF WAY LINE OF STATE STREET;  
THENCE NORTH 00°05'00" EAST 150.00 FEET; THENCE SOUTH 89°58'51" EAST 148.00 FEET;  
THENCE NORTH 00°05'00" EAST 5.00 FEET; THENCE SOUTH 89°58'51" FEET 20.96 FEET; THENCE  
SOUTH 00°05'00" WEST 15.00 FEET; THENCE SOUTH 00°05'00" WEST 140.00 FEET TO A POINT ON  
SAID NORTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE; THENCE NORTH 89°58'51"  
WEST ALONG SAID RIGHT OF WAY LINE 213.95 FEET TO THE POINT OF BEGINNING.

CONTAINS: 31,747.59, SQ. FT. OR 0.73 ACRES