



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, October 24, 2023, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Jake Fitisemanu
4. Special Recognitions
5. Approval of Minutes:
 - A. October 10, 2023
6. Awards, Ceremonies and Proclamations:
 - A. Proclamation Declaring November 1, 2023 as "Extra Mile Day" in West Valley City
7. Comment Period:

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Public Hearings:

A. Accept Public Input Regarding Application S-3-2023, Filed by Scott Godfrey, Requesting Final Plat Approval for Godfrey Industrial Park No. 3 Located at 2400 South 5900 West

Action: Consider Ordinance 23-39, Approve the Amendment of Lots 1 and 2 of the Godfrey West Subdivision

B. Accept Public Input Regarding Application ZT-6-2023, Filed by James Warner with Truckpro, LC, Requesting a Zone Text Change to Section 7-14-403 to Allow Non-Masonry Materials on the Street Facing Exteriors of Buildings Within the 5600 West Gateway Overlay Zone

Action: Consider Ordinance 23-40, Amend Section 7-14-403 of the West Valley City Municipal Code to Amend Certain Requirements Concerning the 5600 West Gateway Overlay Zone

9. Resolutions:

- A. 23-150: Authorize the Execution of an Interlocal Cooperation Agreement with Salt Lake County for Access to Aerial Imagery
- B. 23-151: Approve the Interlocal Agreement Between West Valley City and Salt Lake County for Security Services at the West Valley County Library
- C. 23-152: Award a Contract to Harper Precast for the Fassio Farm Park Wall Replacement Project
- D. 23-153: Authorize the Purchase of a Slurry Truck and Related Equipment
- E. 23-154: Authorize the Purchase of Streetlights and Related Installation Services and Equipment

10. Consent Agenda:

- A. Reso. 23-155: Authorize the City to Enter into a Real Estate Purchase Contract and Accept a Warranty Deed With and From J&R Partners, LLC for Property Located at 2684 South 3200 West
- B. Reso. 23-156: Authorize the City to Enter into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Guadalupe and Maria Aguilera for Property Located at 2762 South Belmont Downs Lane
- C. Reso. 23-157: Authorize the City to Enter into a Real Estate Purchase Contract and Accept a Temporary Construction Easement With and From Daniel R. Cotter, III for Property Located at 3658 South Bishop Street
- D. Reso. 23-158: Authorize the City to Enter into a Real Estate Purchase Contract and Accept a Temporary Construction Easement With and From Chharlli Chea and

Bounny Mao for Property Located at 3660 South American Street

- E. Reso. 23-159: Authorize the City to Enter into a Real Estate Purchase Contract and Accept a Public Utility Easement and a Temporary Construction Easement With and From Jeanie Beth Delaney for Property Located at 3659 South Bishop Street
- F. 23-160: Authorize the City to Approve a Delay Agreement with the Lyle R. Moody and Dawna L. Moody Mokuleia Property Trust to Delay Certain Improvements at 6778 West SR-201 North Frontage Road

11. Unfinished Business:

- A. Application GPZ-8-2023, Filed by Lieu Tran, Requesting a General Plan Change from Parks and Open Space Existing to Light Manufacturing and a Zone Change from A-1 (Agriculture, Minimum Lot Size 1 acre) to M (Manufacturing) for Property Located at 7007 West Apaloosa Drive

Action: Consider Ordinance 23-35, Amend the General Plan to Show a Change of Land Use from Parks and Open Space Existing to Light Manufacturing for Property Located at 7007 West Apaloosa Drive

Action: Consider Ordinance 23-36, Amend the Zoning Map to Show a Change of Zone for Property Located at 7007 West Apaloosa Drive from A-1 (Agriculture, Minimum Lot Size 1 acre) to M (Manufacturing)

12. Motion for Closed Session (if necessary)

13. Adjourn

MINUTES OF COUNCIL REGULAR MEETING OCTOBER 10, 2023

-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, OCTOBER 10, 2023 AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1 (*electronically*)
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Jake Fitisemanu, Councilmember District 4 (*electronically*)

STAFF PRESENT ELECTRONICALLY:

Steve Pastorik, CED Director
Nichole Camac, City Recorder
Eric Bunderson, City Attorney
John Evans, Fire Chief
Colleen Jacobs Police Chief (*electronically*)
Jim Welch, Finance Director (*electronically*)
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Jason Ereksen, Acting Parks and Recreation Director
John Flores, HR Director
Sam Johnson, Strategic Communications Director
Ken Cushing, IT (*electronically*)

OPENING CEREMONY- COUNCILMEMBER SCOTT HARMON

Councilmember Scott Harmon asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD OCTOBER 3, 2023

The Council considered the Minutes of the Regular Meeting held October 3, 2023. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held October 3, 2023. Councilmember Christensen seconded the motion.

MINUTES OF COUNCIL REGULAR MEETING OCTOBER 10, 2023

-2-

A voice vote was taken and all members voted in favor of the motion.

COMMENT PERIOD

A. PUBLIC COMMENTS

Beth Boyer expressed concern regarding her neighbors' trees that have caused damage to her property. She indicated that Code Enforcement has stated that they cannot enforce violations relating to trees. Ms. Boyer detailed her history with the neighbor and management company and expressed frustration for being unable to get a resolution.

Michael Dye stated that he is in opposition to an upcoming application, GPZ-5-2023. He indicated that the additional housing and proposed amenities are not wanted by the residents who live in the area. Mr. Dye indicated that he believes the development will bring an increase in crime, traffic, accidents, on-street parking, and a decrease in privacy.

B. CITY MANAGER COMMENTS

Steve Pastorik, Community Development Director, had no comments.

C. CITY COUNCIL COMMENTS

Upon inquiry, members of the City Council had no comments.

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-7-2023, FILED BY CHRISTOPHER CLIFFORD, REQUESTING A GENERAL PLAN CHANGE FROM MIXED USE AND LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) TO SMALL LOT RESIDENTIAL (4 TO 7 UNITS/ACRE) AND A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO RM (MULTIPLE UNIT DWELLING RESIDENTIAL) FOR PROPERTY LOCATED AT 5143 WEST 3500 SOUTH

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled October 10, 2023, in order for the City Council to hear and consider public comments regarding Application GPZ-7-2023, Filed by Christopher Clifford, Requesting a General Plan Change from Mixed Use and Large Lot Residential (2 to 3 units/acre) to Small Lot Residential (4 to 7 units/acre) and a Zone Change from A (Agriculture, Minimum Lot Size 1/2 acre) to RM (Multiple Unit Dwelling Residential) for Property Located at 5143 West 3500 South.

Written documentation previously provided to the City Council included information as follows:

MINUTES OF COUNCIL REGULAR MEETING OCTOBER 10, 2023

-3-

Chris Clifford with Matrix Capital Advisors, LC has submitted a General Plan/zone change application (GPZ-7-2023) on 4.34 acres to change the zoning from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential) and to change the General Plan from Mixed Use and Large Lot Residential (2 to 3 units per acre) to Small Lot Residential (4 to 7 units per acre). The Planning Commission recommended approval of the General Plan/zone change subject to a development agreement.

Below is a summary of the standards in the development agreement:

- The number of homes is capped at 21.
- The minimum square footage of finished, above-ground, habitable floor space for homes is at least 1,650 square feet for single story ramblers and 2,400 square feet for two story dwellings.
- At least 20% of building exteriors will be brick or stone.
- All homes will be ENERGY STAR certified.
- A list of interior features for homes is included.
- A list of amenities is included.

Mayor Lang opened the Public Hearing.

Chris Clifford, the applicant, stated that this application differs from the previous proposal he submitted to the Council last year. He indicated that the project is less dense and public roads have been added. Mr. Clifford detailed the proposed application and noted that he believes this development will conform well with the existing neighborhood.

Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE NO. 23-37, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM MIXED USE AND LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) TO SMALL LOT RESIDENTIAL (4 TO 7 UNITS/ACRE) FOR PROPERTY LOCATED AT 5143 WEST 3500 SOUTH
The City Council previously held a public hearing regarding proposed Ordinance 23-37 that would amend the General Plan to Show a Change of Land Use from Mixed Use and Large Lot Residential (2 to 3 units/acre) to Small Lot Residential (4 to 7 units/acre) for Property Located at 5143 West 3500 South.

Councilmember Whetstone asked if a road would need to go through to 3500 South

MINUTES OF COUNCIL REGULAR MEETING OCTOBER 10, 2023

-4-

regardless of the design of the subdivision. Steve replied that the existing stub street would either need to be terminated in a cul-de-sac or extended through to 5600 West.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Christensen moved to approve Ordinance 23-37.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	No

Majority.

ACTION: ORDINANCE NO. 23-38, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5143 WEST 3500 SOUTH FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO RM (MULTIPLE UNIT DWELLING RESIDENTIAL)

The City Council previously held a public hearing regarding proposed Ordinance 23-38 that would amend the Zoning Map to Show a Change of Zone For Property Located at 5143 West 3500 South from A (Agriculture, Minimum Lot Size 1/2 acre) to RM (Multiple Unit Dwelling Residential).

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Nordfelt moved to approve Ordinance 23-38.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes

MINUTES OF COUNCIL REGULAR MEETING OCTOBER 10, 2023

-5-

Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

ACTION: RESOLUTION NO. 23-142, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MATRIX CAPITAL ADVISORS, LC FOR APPROXIMATELY 4.34 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5143 WEST 3500 SOUTH

Wayne Pyle, City Manager, discussed proposed Resolution 23-142 that would authorize the City to Enter Into a Development Agreement with Matrix Capital Advisors, LC for Approximately 4.34 Acres of Property Located at Approximately 5143 West 3500 South.

Written documentation previously provided to the City Council included information as follows:

The applicant is proposing to demolish the existing home and develop a 21-unit planned unit development (PUD) of twin homes and one single unit dwelling. The proposed density is 4.8 units/acre. The streets would be public and utilize the 44' right-of-way allowed in Section 7-13-705 for planned unit developments (PUDs) with attached units.

Last year, Mr. Clifford submitted a General Plan/zone change application on the same three parcels along with an additional parcel to the south. The General Plan request was the same (Small Lot Residential); however, the zoning requested was RS (Residential Sustainability). The Planning Commission recommended approval of the previous application on 2/9/2022; however, the City Council denied the application on 4/12/2022. One of the objections to the application was the use of private streets. A copy of the City Council meeting minutes from 4/12/2022 is included with this report. The City Council later prohibited the use of private streets by passing Ordinance 22-29 on 7/27/2022.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Nordfelt moved to approve Resolution 23-142.

Councilmember Whetstone seconded the motion.

MINUTES OF COUNCIL REGULAR MEETING OCTOBER 10, 2023

-6-

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

UNFINISHED BUSINESS

- A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-8-2023, FILED BY LIEU TRAN, REQUESTING A GENERAL PLAN CHANGE FROM PARKS AND OPEN SPACE EXISTING TO LIGHT MANUFACTURING AND A ZONE CHANGE FROM A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 7007 WEST APALOOSA DRIVE**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled October 3, 2023, in order for the City Council to hear and consider Application GPZ-8-2023, Filed by Lieu Tran, Requesting a General Plan Change from Parks and Open Space Existing to Light Manufacturing and a Zone Change from A-1 (Agriculture, Minimum Lot Size 1 acre) to M (Manufacturing) for Property Located at 7007 West Apaloosa Drive

Written documentation previously provided to the City Council included information as follows:

The intended development for this property is a mix of 35,000 square feet of self-storage space, 30,000 square feet of flex space, and 4,000 square feet of office. Access would be gained primarily from Beagley Road by crossing the Riter Canal. Apaloosa Drive would provide secondary access.

The following list of current conditions may warrant consideration of M zoning on the subject property:

- The Northwest Economic Development Area (EDA), which was created in 2012, includes the subject property. The Northwest EDA covers approximately 1,000 acres in the northwest part of the City and makes available incentives for commercial

MINUTES OF COUNCIL REGULAR MEETING OCTOBER 10, 2023

-7-

development.

- The Magna Water property to the south and east includes wells and a water treatment facility. These uses will likely remain in perpetuity with no chance of having connecting roads to the subject parcel.
- The Western Mobile Estates mobile home park to the west has only one access, Apaloosa Drive, to 7200 West. Given that there are already 144 mobile homes with only one access, additional homes on the subject parcel would not be allowed without another access.
- There are large, distribution warehouses that are part of the ARA Industrial Park on the north side of Beagley Road.

Mayor Lang noted that a public meeting was opened and closed on October 10, 2023.

ACTION: ORDINANCE NO. 23-35, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM PARKS AND OPEN SPACE EXISTING TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 7007 WEST APALOOSA DRIVE

The City Council previously held a public hearing regarding proposed Ordinance 23-35 that would amend the General Plan to Show a Change of Land Use from Parks and Open Space Existing to Light Manufacturing for Property Located at 7007 West Apaloosa Drive.

Steve Pastorik, CED Director, indicated that the applicant has requested a 2 week continuance in order to coordinate with Magna Water on the proposed project.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to continue Ordinance 23-35 to October 24, 2023.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes

MINUTES OF COUNCIL REGULAR MEETING OCTOBER 10, 2023

-8-

Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous. Continued.

ACTION: ORDINANCE NO. 23-36, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 7007 WEST APALOOSA DRIVE FROM A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) TO M (MANUFACTURING)

The City Council previously held a public hearing regarding proposed Ordinance 23-36 that would amend the Zoning Map to Show a Change of Zone for Property Located at 7007 West Apaloosa Drive from A-1 (Agriculture, Minimum Lot Size 1 acre) to M (Manufacturing).

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to continue Ordinance 23-36 to October 26, 2023.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous. Continued.

MOTION TO ADJOURN

Upon motion by Councilmember Harmon all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, OCTOBER 10, 2023 WAS ADJOURNED AT 6:53 P.M. BY MAYOR LANG.

MINUTES OF COUNCIL REGULAR MEETING OCTOBER 10, 2023

-9-

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, October 10, 2023.

Nichole Camac, CMC
City Recorder

DRAFT

PROCLAMATION

WEST VALLEY CITY, UTAH

**A PROCLAMATION DECLARING NOVEMBER 1,
2023 AS “EXTRA MILE DAY” IN WEST VALLEY
CITY.**

WHEREAS, West Valley City is a community which acknowledges that a special vibrancy exists with the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, West Valley City is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends and community; and

WHEREAS, West Valley City is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, West Valley City acknowledges the mission of the Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2023.

NOW, THEREFORE, we, the Mayor and City Council of West Valley City, do hereby proclaim November 1, 2023 to be Extra Mile Day. We urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those around who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

DATED this _____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item#: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____
Budget Opening Required: _____
Neighborhood: NA

ISSUE:

S-3-2023 – Godfrey Industrial Park No. 3

SYNOPSIS:

Applicant: Scott Godfrey
Proposal: Final Plat Approval
Location: 2400 South 5900 West
Zone: M
Lots: 4
Acres: 108

BACKGROUND

Scott Godfrey is requesting final plat approval for the Godfrey Industrial Park Subdivision No. 3. The proposed subdivision will also amend lots 1 and 2 of the Godfrey West Subdivision. The property is located at approximately 2400 South 5900 West and is bordered by property zoned Manufacturing.

At the present time, the subdivision consists of a number of parcels and two recorded lots within the Godfrey West Subdivision. The proposed subdivision is being requested to consolidate these parcels and amend two existing lots into a new 4 lot subdivision to be known as Godfrey Industrial Park Subdivision No. 3.

As mentioned earlier, two lots in the Godfrey West Subdivision will be amended by this plat. The reason these are being included in this subdivision is to benefit from a new street proposed to be located on the north side of these lots. An existing building on lot 1 has already been constructed, and staff is working the site plan for the second building adjacent to Beagley Road and 5900 West.

Access to the subdivision will be gained by Beagley Road, 5900 West, the SR-201 South Frontage Road and from a new cul-de-sac extending west from 5900 West at 2400 South. All roads except the new cul-de-sac are existing. The cul-de-sac will be a dedicated right-of-way having a width of 66 feet and a length of just over 700 feet. The road will consist of curb and gutter on both sides and sidewalk on the north side. The only portion of the subdivision lacking improvements is along the south side of the SR-201 South Frontage Road.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

**AN ORDINANCE APPROVING THE AMENDMENT OF LOTS 1
AND 2 OF THE GODFREY WEST SUBDIVISION.**

WHEREAS, the City is in receipt of petition S-3-2023, proposing an amendment to lots 1 and 2 of the Godfrey West Subdivision; and

WHEREAS, the purpose for the application is to consolidate parcels on adjoining properties and to provide a new dedicated right-of-way for said lots; and

WHEREAS, proper notice was given, and a public hearing was held pursuant to Section 10-9a-207, Utah Code Annotated; and

WHEREAS, the City Council finds that after the public hearing, that there is good cause for the amendment and that neither the public nor any person will be materially injured by the proposed plat amendment and that the approval is in the best interest of the health, safety and welfare of the citizens of West Valley City; and

NOW THEREFORE, BE IT ORDAINED by the City Council of West Valley City, State of Utah, as follows:

Section 1. The amendment to lots 1 and 2 of the Godfrey West Subdivision located at approximately 2400 South 5900 West and as shown in Petition S-3-2023 is hereby approved.

Section 2. This Ordinance shall have no force or effect on any rights-of-way or easements of any lot owner, and the franchise rights of any public utilities shall not be impaired thereby, nor shall it have any force or effect on any holders of existing franchises, water drainage pipelines, or other such uses as they may presently exist under, over or upon said property or as are or may be shown on the official plats and records of Salt Lake County.

Section 3. The City Recorder is hereby directed to record this Ordinance with the Salt Lake County Recorder's Office.

Section 4. This Ordinance shall become effective immediately upon posting as required by law.

PASSED AND APPROVED this _____ day of _____ 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

S-3-2023
Godfrey Industrial Park Subdivision No. 3
2400 South 5900 West
M Zone
4 Lots
108 Acres

BACKGROUND

Scott Godfrey is requesting preliminary plat approval for the Godfrey Industrial Park Subdivision No. 3. The proposed subdivision will also amend lots 1 and 2 of the Godfrey West Subdivision. The property is located at approximately 2400 South 5900 West and is bordered by property zoned Manufacturing.

ISSUES:

At the present time, the subdivision boundary consists of a number of parcels and two recorded lots within the Godfrey West Subdivision. The proposed subdivision is being requested to consolidate these parcels and existing recorded lots into a new 4 lot subdivision to be known as the Godfrey Industrial Park Subdivision No. 3.

As mentioned earlier, two lots in the Godfrey West Subdivision will be amended by this plat. The reason these are being included in this subdivision is to benefit from a new street proposed to be located on the north side of these lots. An existing building on lot 1 has already been constructed, and staff is working the site plan for the second building adjacent to Beagley Road and 5900 West.

Access to the subdivision will be gained by Beagley Road, 5900 West, the SR-201 South Frontage Road and from a new cul-de-sac extending west from 5900 West at 2400 South. All roads except the new cul-de-sac are existing. The cul-de-sac will be a dedicated right-of-way having a width of 66 feet and a length of just over 700 feet. The road will consist of curb and gutter on both sides and sidewalk on the north side. The only portion of the subdivision lacking improvements is along the south side of the SR-201 South Frontage Road. The developer will need to coordinate improvements at this location with the Engineering Division. Said improvements will join up with improvements installed as part of the Lee Creek Subdivision to the east.

The subdivision plat will be subject to FEMA Flood Zone requirements. The developer is working with the Engineering Division and Salt Lake to resolve and establish guidelines related to those requirements. In addition, portions of the subdivision are located in a perceived wetland area. Future studies will need to be done with the Army Corps of Engineers to determine if these wetlands are jurisdictional. While these identified areas do not affect the subdivision plat, they may affect future buildings. This item will be better addressed during permitted and/or conditional use applications as lots within the subdivision develop.

STAFF ALTERNATIVES:

1. Approve the Godfrey Industrial Park Subdivision No. 3 subject to a resolution of staff and agency comments mentioned in the analysis.
2. Continue the application for reasons determined in the Planning Commission meeting.

Discussion: Steve Lehman presented the application.

Norm Dahle, representing the applicant, said that Steve did a good job outlining what they are proposing. He stated they intend to develop the intersection ending in an 800 liner foot cul-de-sac. Mr. Dahle noted they are working with Magna Water to ensure the improvements meet West Valley City standards. He said they are determining what work is needed to dedicate the road to the City.

Scott Godfrey, the applicant, thanked the City for their hard work and dedication to improving issues related to the transient population.

Motion: Commissioner Woodruff motioned to approve S-3-2023, the Godfrey Industrial Park Subdivision No. 3 subject to a resolution of staff and agency comments mentioned in the analysis.

Commissioner Porter seconded the motion.

Vote: Commissioner Porter	Yes
Commissioner Wood	Yes
Commissioner Woodruff	Yes
Commissioner McEwen	Yes
Commissioner Winters	Yes
Chair Fuller	Yes

Unanimously – S-3-2023 – Approved

Petition by SCOTT GODFREY requesting approval for the Godfrey Industrial Subdivision No 3. The subdivision will also amend lots 1 and 2 of the Godfrey West Subdivision. The subdivision will consist of 4 lots on 108 acres. The subdivision is located at 5900 West 2400 South and is zoned M (Manufacturing). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



Petition by SCOTT GODFREY requesting approval for the Godfrey Industrial Subdivision No 3. The subdivision will also amend lots 1 and 2 of the Godfrey West Subdivision. The subdivision will consist of 4 lots on 108 acres. The subdivision is located at 5900 West 2400 South and is zoned M (Manufacturing). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



S-3-2023

Petition by SCOTT GODFREY requesting approval for the Godfrey Industrial Subdivision No 3. The subdivision will also amend lots 1 and 2 of the Godfrey West Subdivision. The subdivision will consist of 4 lots on 108 acres. The subdivision is located at 5900 West 2400 South and is zoned M (Manufacturing). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



Petition by SCOTT GODFREY requesting approval for the Godfrey Industrial Subdivision No 3. The subdivision will also amend lots 1 and 2 of the Godfrey West Subdivision. The subdivision will consist of 4 lots on 108 acres. The subdivision is located at 5900 West 2400 South and is zoned M (Manufacturing). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



Petition by SCOTT GODFREY requesting approval for the Godfrey Industrial Subdivision No 3. The subdivision will also amend lots 1 and 2 of the Godfrey West Subdivision. The subdivision will consist of 4 lots on 108 acres. The subdivision is located at 5900 West 2400 South and is zoned M (Manufacturing). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)

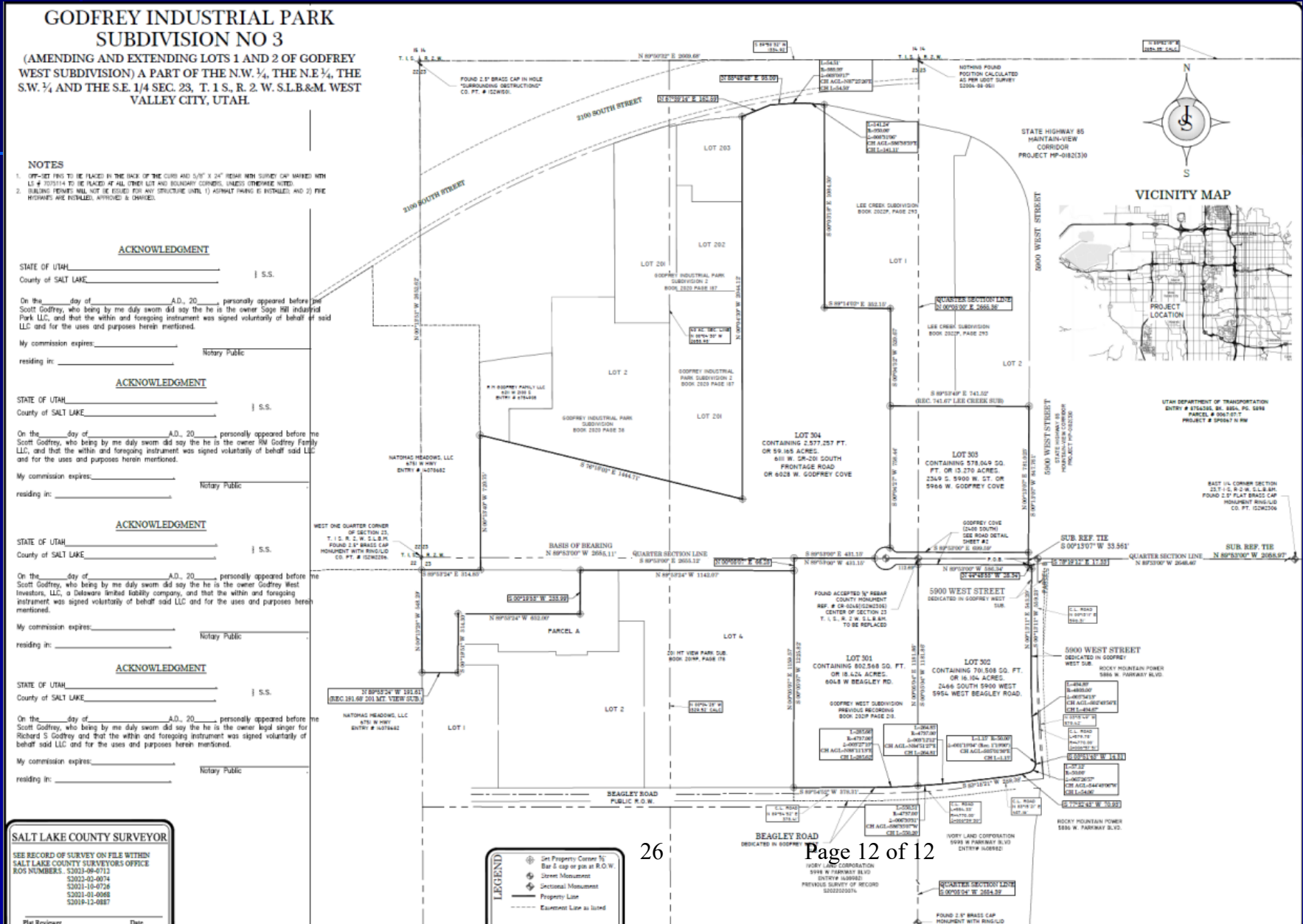


S-3-2023

Petition by SCOTT GODFREY requesting approval for the Godfrey Industrial Subdivision No 3. The subdivision will also amend lots 1 and 2 of the Godfrey West Subdivision. The subdivision will consist of 4 lots on 108 acres. The subdivision is located at 5900 West 2400 South and is zoned M (Manufacturing). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



Petition by SCOTT GODFREY requesting approval for the Godfrey Industrial Subdivision No 3. The subdivision will also amend lots 1 and 2 of the Godfrey West Subdivision. The subdivision will consist of 4 lots on 108 acres. The subdivision is located at 5900 West 2400 South and is zoned M (Manufacturing). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account #: _____ N/A
Budget Opening Required: ☐

ISSUE:

A request to amend Section 7-14-403 of the zoning ordinance to allow non-masonry materials on the street facing exteriors of buildings within the 5600 West Gateway Overlay Zone.

SYNOPSIS:

James Warner with Truckpro, LC has requested an amendment to Section 7-14-403 of the zoning ordinance to allow non-masonry materials on the street facing exteriors of buildings within the 5600 West Gateway Overlay Zone. The ordinance currently states: “All Buildings shall be constructed using one hundred percent masonry on any Street facing Façade”. The applicant is requesting that the City allow “architectural metal siding as well as ceramic and wood textures that are being used extensively in most cities on higher-end buildings”.

The applicant’s justification for this application is as follows:

“The types of textures used in the past 5-10 years on higher-end buildings are mainly ACM (Architectural Metal), ceramic tiles and wood siding. The facility that we are considering building has specific requirements to qualify it to be one of 22 INEOS Grenadier dealerships in the U.S. and the only dealership in Utah. The buildings require high-end ACM and possibly wood or simulated wood look on ceramic or metal. By approving these materials, we believe that the city will attract higher-end buildings and businesses as most of them are using these premium materials. With the current standards and requirements, businesses that the city might otherwise want may not even consider West Valley City as if they understood the current code and did not want to go through the text amendment process and cost.”

RECOMMENDATION:

The Planning Commission recommends approval.

SUBMITTED BY:

Steve Pastorik, Community Development Director

1 WEST VALLEY CITY, UTAH

2
3 ORDINANCE NO. _____

4
5 Draft Date: 10/9/2023

6 Date Adopted: _____

7 Date Effective: _____

8
9 AN ORDINANCE AMENDING SECTION 7-14-403 OF THE
10 WEST VALLEY CITY MUNICIPAL CODE TO AMEND
11 CERTAIN REQUIREMENTS CONCERNING THE 5600
12 WEST GATEWAY OVERLAY ZONE.

13
14 WHEREAS, Title 7 of the West Valley City Municipal Code establishes regulations for
15 land use within the City; and

16 WHEREAS, the City desires to amend certain regulations concerning architectural
17 standards within the 5600 West Gateway Overlay Zone; and

18 WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is
19 in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend
20 Section 7-14-403 of the West Valley City Municipal Code.

21 NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City,
22 Utah as follows:

23 Section 1. Repealer. Any provision of the West Valley City Municipal Code found
24 to be in conflict with this Ordinance is hereby repealed.

25 Section 2. Amendment. Section 7-14-403 of the West Valley City Municipal Code
26 is hereby amended as follows:

27
28 7-14-403. DEVELOPMENT STANDARDS.

29 Development within the 5600 West Gateway Overlay Zone shall comply with the following
30 standards:

32 (1) Architecture

33 a. All Building elevations shall be designed such that there is equal emphasis on all sides
34 of the Building. No Building side shall appear neglected or downgraded from the other
35 Building sides regardless of visibility.

36 b. ~~All Buildings shall be constructed using one hundred percent masonry on any Street~~
37 ~~facing Façade.~~ Only the following exterior materials shall be allowed on all Street facing
38 Façades of Buildings:

- 39 i. masonry which shall include brick, stone, concrete block that is colored,
40 painted, or textured, stucco or EIFS, fiber cement siding, and architectural
41 concrete;
42 ii. architectural metal siding that is used only as a veneer and not as structural
43 sheeting;
44 iii. ceramic tile;
45 iv. faux wood composites; and
46 v. other materials that, at the discretion of the Planning Commission, are
47 comparable to the above listed materials.

48 c. All Buildings shall incorporate Street-side windows.
49

50 (2) *Setbacks.* Front Yard setbacks for Buildings and parking shall be a minimum of 30 feet
51 from the back of curb.

52 (3) *Signage.* No Billboards are allowed.
53

54 **Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by
55 a court of competent jurisdiction, the remainder shall not be affected thereby.

56 **Section 4. Effective Date.** This Ordinance shall take effect immediately upon posting
57 in the manner required by law.
58
59
60
61
62

63 **PASSED and APPROVED** this _____ day of _____, 2023.

64

65 WEST VALLEY CITY

66

67

68 MAYOR

69 ATTEST:

70

71

72 CITY RECORDER

ZT-6-2023 MINUTES
SEPTEMBER 27, 2023 PLANNING COMMISSION PUBLIC HEARING

ZT-6-2023

James Warner

An amendment to Section 7-14-403 of the zoning ordinance to allow non-masonry materials on the street facing exteriors of buildings within the 5600 West Gateway Overlay Zone

James Warner with Truckpro, LC has requested an amendment to Section 7-14-403 of the zoning ordinance to allow non-masonry materials on the street facing exteriors of buildings within the 5600 West Gateway Overlay Zone. The ordinance currently states: “All Buildings shall be constructed using one hundred percent masonry on any Street facing Façade”. The applicant is requesting that the City allow “architectural metal siding as well as ceramic and wood textures that are being used extensively in most cities on higher-end buildings”.

The applicant’s justification for this application is as follows:

“The types of textures used in the past 5-10 years on higher-end buildings are mainly ACM (Architectural Metal), ceramic tiles and wood siding. The facility that we are considering building has specific requirements to qualify it to be one of 22 INEOS Grenadier dealerships in the U.S. and the only dealership in Utah. The buildings require high-end ACM and possibly wood or simulated wood look on ceramic or metal. By approving these materials, we believe that the city will attract higher-end buildings and businesses as most of them are using these premium materials. With the current standards and requirements, businesses that the city might otherwise want may not even consider West Valley City as if they understood the current code and did not want to go through the text amendment process and cost.”

The 5600 West Gateway Overlay Zone, which was adopted in April of 2004 (Ordinance 03-82), extends from the 2100 South Expressway (Highway 201) south to 3100 South, and 250 feet on either side of the Right-of-way line for 5600 West. Ordinance 03-82 included the following whereas statement: “the City would like to encourage development in this area that is aesthetically pleasing, complimentary to adjacent uses, and appropriate for an important gateway to the City”. After reviewing the supporting materials for Ordinance 03-82, it is apparent to staff that the City did not want to perpetuate the type of metal buildings that existed within the Overlay Zone.

The architectural metal siding proposed by the applicant has been used in the City on commercial buildings such as Embassy Suites, Granger Medical, SpringHill Suites, Fairbourne Office Tower, and Mountain America Credit Union. Tile has been used on the SpringHill Suites as well as the Lofts on 35th Townhomes. A faux wood composite material was used on the Embassy Suites.

Staff is supportive of allowing more flexibility in materials within the Overlay Zone; however, we believe the ordinance language should be specific enough to prohibit the lower quality

materials the ordinance was originally intended to exclude. As such staff suggests the following language for the Overlay Zone:

“Only the following exterior materials shall be allowed on all Street facing Façades of Buildings:

- masonry which shall include brick; stone; colored, painted, or textured concrete block; stucco or EIFS, fiber cement siding, and architectural concrete;
- architectural metal siding that is used only as a veneer and not as structural sheeting;
- ceramic tile;
- faux wood composites; and
- other materials that, at the discretion of the Planning Commission, are comparable to the above listed materials.”

Staff Alternatives:

1. Approval. This application should be approved subject to the language recommended by staff.
2. Continuance. This application should be continued for reasons determined during the public hearing.
3. Denial. The 5600 West Overlay Zone should remain as it is.

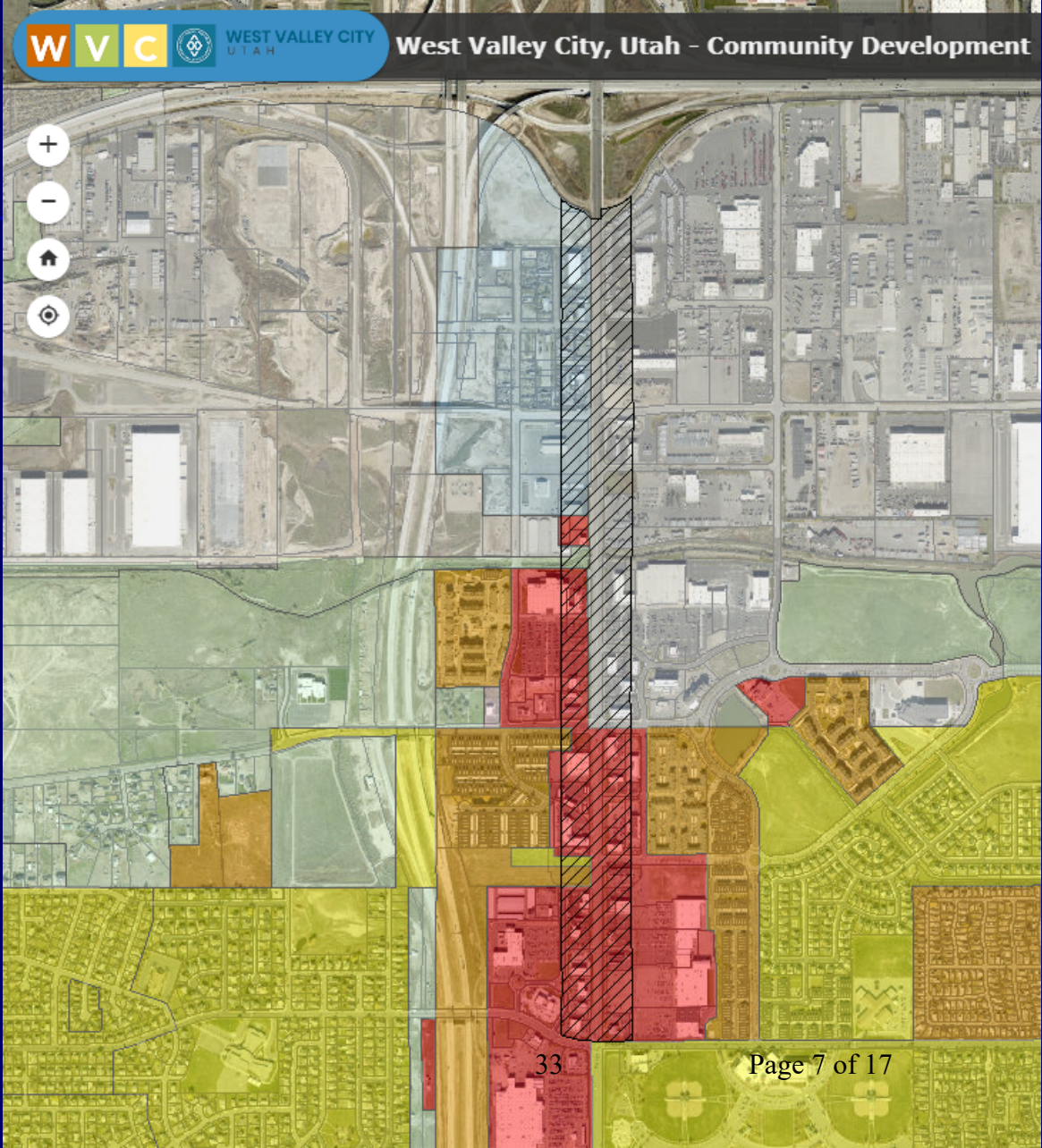
Discussion: Steve Pastorik presented the application. Commissioner Winters said, according to the photos, the suggested materials look nice and seem to hold up well over time.

Motion: Commissioner Winters motioned to approve ZT-6-2023 subject to the language recommended by staff.

Commissioner Wood seconded the motion

Vote: Commissioner McEwen	Yes
Commissioner Wood	Yes
Commissioner Woodruff	Yes
Commissioner Porter	Yes
Commissioner Lovato	Yes
Commissioner Winters	Yes

Unanimously – ZT-6-2023 – Approved













ZT-6-2023
Petition by JAMES WARNER requesting an amendment to Section 7-14-403 of the zoning ordinance to allow non-masonry materials on the street facing exteriors of buildings within the 5600 West Gateway Overlay Zone. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)











Item: _____
Fiscal Impact: \$4,660.50
Funding Source: Existing Budget
Account #: Account #10-4123-40310-0000-0000
Budget Opening Required: No

ISSUE:

A resolution authorizing an agreement with Salt Lake County Surveyor's Office and Assessor's Office to purchase digital orthorectified aerial photography contracted with the vendor Pictometry flown in Fall 2022 - Winter 2023.

SYNOPSIS:

This resolution authorizes the City to enter into an agreement for the purchase and use of digital orthorectified aerial photography and oblique imagery of West Valley City. Under this agreement, the West Valley City agrees to participate in the acquisition of a commercial aerial photography license of high-resolution Imagery data. The County agrees to give the City a limited license for a web service of the imagery as well as hard-copy images to use natural color Orthorectified Imagery at 7.5 cm (3 in.) and 22.5 cm (9 in.) resolution for all areas within its geographical boundaries.

BACKGROUND:

Current, accurate digital orthorectified photography has many uses within the City. The photos are used within the majority of City Departments to visualize and identify growth; compare urban changes with aerial photography from previous years; as a reference for new spatial information; as a background for online map viewers and printed maps; for measurements of impervious surfaces; and more. The format is compatible with existing GIS applications that are used and developed by City Staff. By partnering with other agencies, costs for aerial photography are significantly reduced.

RECOMMENDATION:

City staff recommends the approval of this resolution.

SUBMITTED BY:

Submitted by Ken Cushing/Jeni Erkkila, IT Division

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT WITH SALT
LAKE COUNTY FOR ACCESS TO AERIAL IMAGERY.**

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled “Interlocal Cooperation Act” provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, West Valley City desires to access aerial imagery through services provided by the County; and

WHEREAS, Salt Lake County (hereinafter, the “County”) is willing to grant access, subject to the execution of an appropriate interlocal agreement; and

WHEREAS, an agreement has been prepared for execution by and between the City and the County, a copy of which is attached hereto and entitled “Interlocal Cooperation Agreement” (hereinafter, the “Agreement”), that set forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the above-referenced Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between the City and Salt Lake County is hereby approved in substantially the form attached, and that the Mayor and City Recorder are hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

County Contract No. _____

District Attorney No. _____

INTERLOCAL COOPERATION AGREEMENT

**Between
SALT LAKE COUNTY
And
WEST VALLEY CITY**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County"), and _____, a municipal corporation of the State of Utah ("City"). The County and City are sometimes referred to as the "Parties".

RECITALS

WHEREAS, the County entered into an agreement with Pictometry International Corp. to obtain oblique imagery "(Oblique Imagery)" and high-resolution orthogonal ("Orthorectified Imagery") aerial photographs of certain areas of Salt Lake County (the "Pictometry Agreement"); and

WHEREAS, pursuant to the Pictometry Agreement, the County owns the Orthorectified Imagery and has the right to grant access to the Oblique Imagery through licenses provided through the Pictometry Agreement that can be shared with other municipal, county and state government agencies in Salt Lake County; and

WHEREAS, the County, for and on behalf of the Salt Lake County Surveyor's Office ("Surveyor") and the Salt Lake County Assessor's Office ("Assessor"), and the City desire to enter into this Agreement, providing the City with access to aerial photography available under the Pictometry Agreement; and

WHEREAS, the City is willing to acquire access to the aerial photography subject to the terms of this Agreement; and

WHEREAS, the County and the City are governmental entities and authorized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101, et seq. to enter into agreements for the joint cooperation of the Parties for the benefit of their residents;

NOW, THEREFORE, the County and the City enter into the following agreement:

1. Project.

A. The County hereby grants the City a limited license for a web service of the imagery as well as hard-copy images to use natural color Orthorectified Imagery at 7.5 cm (3 in.) and 22.5 cm (9 in.) resolution for all areas within its geographical boundaries.

B. Electronic files of Orthorectified Imagery will be provided to the City by the County on November 15th, 2023 or within thirty days after the County obtains the Orthorectified Imagery from Pictometry International Corp., whichever occurs last. The City acknowledges that the availability of Orthorectified Imagery and Oblique Imagery is subject to delivery under the Pictometry Agreement and agrees that delays in acquiring the imagery occurring through no fault of the County will not be a basis for termination of this Agreement or damages.

2. Compensation.

A. The City shall pay County the \$ 130.00 per square mile for the Orthorectified Imagery obtained from the County through the Surveyor. The City's geographical boundaries consists of approximately 35.85 square miles and is depicted on Exhibit A. The total payment for the Orthorectified Imagery is \$4660.50. City shall tender any required payment in full in order to receive delivery of the electronic files containing the Orthorectified Imagery.

3. Ownership.

A. Orthorectified Imagery. The Parties agree that the Orthorectified Imagery is the County's protected intellectual property, and the County owns and controls the use of the Orthorectified Imagery. The City may use the Orthorectified Imagery only as authorized by this Agreement and only be used by the City for City purposes. The City shall not share or distribute this data with other private or public entities without specific written consent from the County.

B. Oblique Imagery. Use of the license to access the Oblique Imagery, if applicable, is subject to the terms and conditions of the Pictometry Agreement.

4. Duration and Termination.

A. This Agreement shall take effect upon execution of this Agreement and shall terminate on June 30, 2024 unless an extension is agreed to in writing. The Parties will negotiate a new compensation amount and amend Section 2 as part of any extension.

B. Either Party may terminate this agreement for convenience at any time by giving thirty-(30)-days written notice to the other Party of such termination.

C. The County may also suspend or terminate this Agreement, in whole or in part, by giving seven (7) days written notice to the City if the City materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the City ineligible for any further participation in the County's imagery contracts, in addition to other remedies as provided by law.

D. In the event of any termination for convenience by the City or termination for cause by the County, all Orthorectified Imagery files shall be removed and/or deleted from the City's computers and servers.

5. Separate Legal Entity. This Agreement does not create a separate legal entity.

6. Liability and Indemnification. Both Parties are governmental entities under the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Ann., 1953, as amended (the "Act"). Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act.

7. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

County: Salt Lake County Mayor
2001 South State Street, N2-100
PO Box 144575
Salt Lake City, Utah 84114-4575

And Salt Lake County Surveyor
2001 South State Street, N1-400
PO Box 144575
Salt Lake City, Utah 84114-4575

City: _____

8. Termination. The County may terminate this Agreement for an "Event of Default" as defined, upon written notice from the County to the City as provided for in paragraph 7 of this Agreement. As used in this Agreement, the term "Event of Default" means: (a) the City fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice or (b) the City fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice.

9. Miscellaneous Provisions. It is mutually agreed and understood by and between said Parties that:

A. Agents, employees, or representatives of each Party shall not be deemed to be the agents, employees or representatives of the other;

B. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

C. The County designates Erik Neemann as representative to assist in the management of this Agreement. The City designates _____ as representative to assist in the management of this Agreement. The representatives shall have no control over the means, methods, techniques, or procedures employed in the services of this Agreement.

D. This Agreement may be executed in counterparts by the City and the County.

E. Amendments may be proposed at any time during the period of performance by either Party and shall become effective upon signing by both Parties. No change to this Agreement shall be binding unless and until reduced to writing and signed by duly authorized officials of both Parties.

F. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained shall not affect the remaining portions hereof, or any part thereof.

G. Nothing in this agreement creates any enforceable rights in third parties.

H. Each Party agrees to follow the records retention schedule required by law.

10. **INTERLOCAL COOPERATION ACT REQUIREMENTS** In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties agree as follows:

A. This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

B. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

C. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

D. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs;

E. No real or personal property will be acquired, held, or disposed of in this cooperative undertaking. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

APPROVED AND AGREED TO:
SALT LAKE COUNTY SURVEYOR

By _____
Reid J. Demman
County Surveyor

Approved as to Form and Legality:

By _____
Deputy District Attorney

WEST VALLEY CITY

By _____
Title _____

ATTEST:

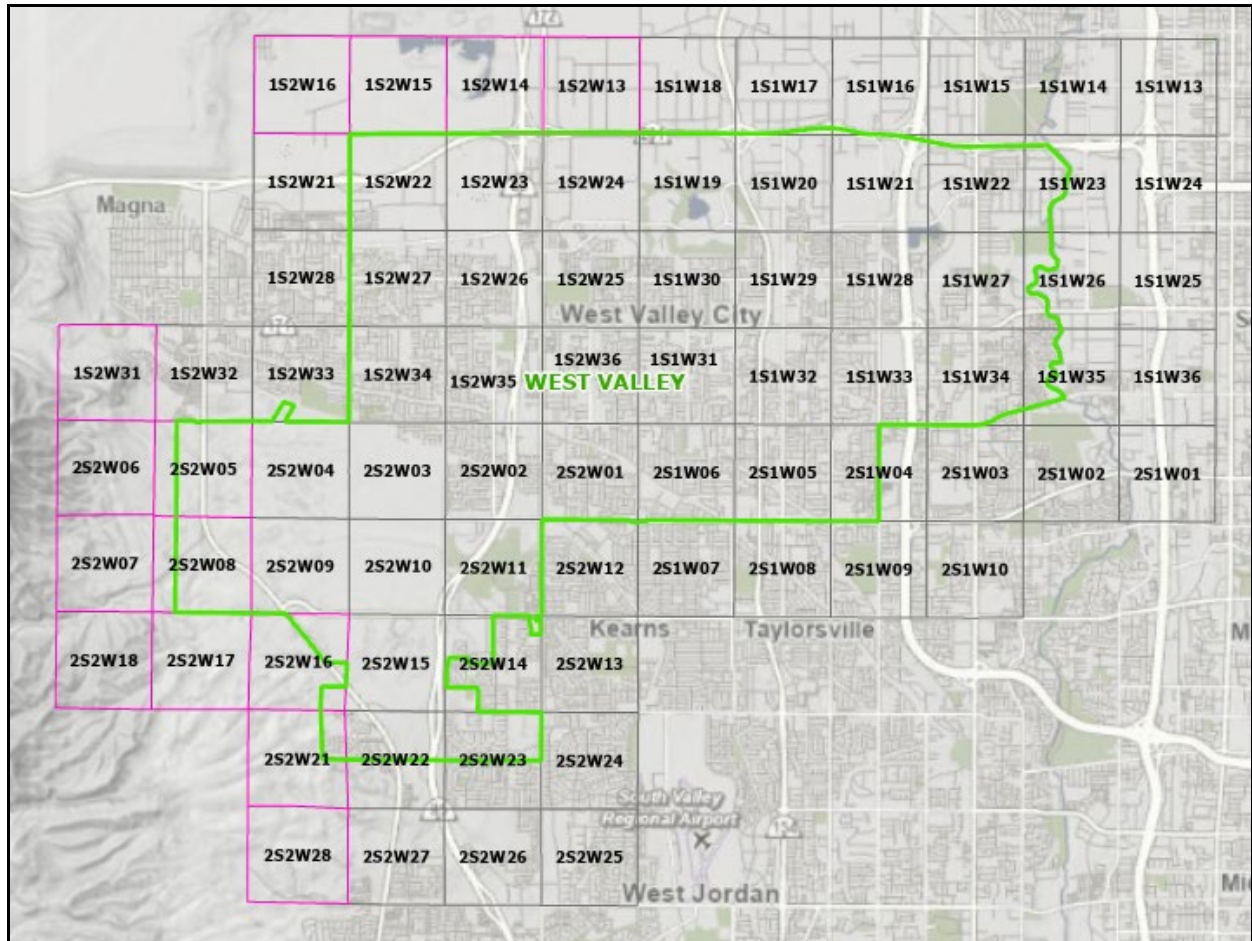
City Recorder

Approved as to Form and Legality:

Brandon Hill

Attorney for West Valley City

Exhibit A Geographical Boundaries



■ MUNICIPALITIES
 ■ 3-INCH
 ■ 9-INCH

EXHIBIT A
WEST VALLEY CITY



Item #:	
Fiscal Impact:	
Funding Source:	Salt Lake County Library
Account #:	N/A
Budget Opening Required	No

ISSUE:

Authorize the city to extend an interlocal agreement with Salt Lake County to provide off-duty police presence at Salt Lake County’s West Valley library branch.

SYNOPSIS:

This resolution authorizes the extension of an interlocal agreement with Salt Lake County.

BACKGROUND:

Salt Lake County wishes to continue hiring off-duty West Valley City Police Officers to provide security and law enforcement services on an as needed basis at the West Valley branch of the Salt Lake County library system. The county wishes to extend the interlocal agreement previously entered into on or about March 13, 2023 governing the conditions under which they hire off-duty police officers. The interlocal agreement is consistent with the Police Department’s secondary employment hiring procedures.

RECOMMENDATION:

Approve extending the interlocal agreement herein referenced.

SUBMITTED BY:

Colleen Jacobs, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE INTERLOCAL
AGREEMENT BETWEEN WEST VALLEY CITY AND
SALT LAKE COUNTY FOR SECURITY SERVICES AT
THE WEST VALLEY COUNTY LIBRARY.**

WHEREAS, County and City are public agencies as defined by Title 11, Chapter 13, Utah Code Ann. (the “Interlocal Act”). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another to provide services that they are each authorized by statute to provide; and.

WHEREAS, County desires to contract with City for security services at County’s library in West Valley City located at 2880 West 3650 South, West Valley City, Utah 84119 (“West Valley Library”); and

WHEREAS, City desires to make post certified police officers (“Officers”) available to County on an as needed basis subject to availability and needs of City; and

WHEREAS, City and County agree that an increased police presence at the West Valley Library will fulfill needed security requirements and alleviate the impact on patrol officer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Amendment for and on behalf of West Valley City subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

The City is authorized to, from

PASSED, APPROVED, and MADE EFFECTIVE this _____ day
of _____, 2023.

WEST VALLEY CITY

MAYOR

AMENDMENT 1
to the
AGREEMENT
Between
SALT LAKE COUNTY
And
WEST VALLEY CITY
For

Security Services at West Valley County Library

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2023, to County Contract 0000003378 (the “Agreement”) by and between Salt Lake County, a body corporate and politic of the State of Utah, (“County”), and, **WEST VALLEY CITY**, a municipal corporation of the State of Utah (“City”). County and City are collectively referred to herein as the “Parties.”

RECITALS

A. The Parties entered into the Agreement, effective March 13, 2023.

B. The Parties desire to amend the Agreement to extend the term for an additional year.

NOW, THEREFORE, in exchange for valuable consideration, including without limitation, of the mutual agreements, covenants, terms and conditions contained herein, and the payment of the sums of money as specified, the parties, with the intent to be legally bound, covenant, and agree to modify the Agreement as follows:

1. Effective upon execution, pursuant to Section 2. Of the Agreement, the Agreement shall terminate on December 31, 2024.
2. All Parts, Paragraphs, Attachments, and other provisions of the Agreement not specifically modified by this Amendment No. 1 shall be the same and remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the Parties execute this First Amendment on the day and year recited above.

SALT LAKE COUNTY

By: _____
Mayor or designee

Date: _____

DIVISION APPROVAL

By: _____
Library Director

Reviewed and Advised as to Form &
Legality:

By: Megan Smith
Megan L. Smith,
Deputy District Attorney

WEST VALLEY CITY

By: _____

Title: _____

Date: _____

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the entity by authority of law and that this Agreement is binding upon the entity. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504 (1973).

Approved as to Form

Bradley A. Jeppsen
WVC Assistant Attorney

Item #:	
Fiscal Impact:	\$82,159.00
Funding Source:	GF Fund Balance
Account #:	45-9610-40750-76005-000
Budget Opening Required:	Yes

ISSUE:

Remove and replace the north wall at Fassio Farm Park. Cost = \$82,159.00

SYNOPSIS:

The north wall at Fassio Farm Park is coming apart and needs to be replaced.

BACKGROUND:

Fassio Farm Park was built in 1997. The north wall was existing at that time and had been installed by the developer of the surrounding neighborhood. Over time, due to the construction and type of block, the joints on this wall have eroded, allowing the individual blocks to come out of the wall. Because of this, it needs to be removed and replaced.

This project will include removal and hauling off the existing block wall and replacing it with a precast concrete wall. It also includes the repair of any damage to the landscape.

Bids were solicited through a formal bid process and Harper Precast was the lone bidder. Their bid came in at \$82,159.00

RECOMMENDATION:

Staff recommends approving the replacement of the north wall at Fassio Farm Park with Harper Precast at a cost of \$82,159.00.

SUBMITTED BY:

Jamie Young – Parks and Recreation Director
Jason Erikson - Assistant Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO HARPER
PRECAST FOR THE FASSIO FARM PARK WALL
REPLACEMENT PROJECT.**

WHEREAS, West Valley City solicited bids in accordance with state law to replace a wall at Fassio Farm Park (the “Project”); and

WHEREAS, Harper Precast (hereinafter, “Contractor”) submitted the lowest responsive and responsible bid; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to award a contract to Contractor to construct the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. The contract to construct the Project is hereby awarded to Contractor in the amount of \$82,159.00.
2. The Mayor is hereby authorized to execute, for and in behalf of West Valley City, any documents necessary to complete this transaction, subject to approval of the final form of the documents by the City Manager and the City Attorney’s Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

23-153: Authorize the Purchase of a Slurry Truck and...

Item #:	
Fiscal Impact:	\$373,000
Funding Source:	Class C Road Fund
Account #:	11-7581-40740-00000-0000
Budget Opening required:	No

ISSUE:

A resolution authorizing the purchase and upfitting of one Public Works Slurry and Plow Truck.

SYNOPSIS:

The purchase of one truck from Rush Truck Center (state contract# MA606).
Snow removal equipment will be purchased from Reading Truck Equipment (state contract# MA2793).

BACKGROUND:

The Fleet Division recommends the replacement of one of the City’s three slurry/plow trucks that will be used by the Public Works Department in the Operations Divisions for slurry seal and snow removal. The truck is recommended for replacement for a combination of factors including hours/mileage, age, and condition. The truck will be equipped with a plow, salter, and a pre-wet system that activates the salt before it hits the pavement. The City’s Fleet Division will refurbish the slurry box in-house for continued use. If ordered now we expect delivery of the truck in 22-24 months.

The vehicle purchase plan is described below:

Vehicle Type	Qty	Estimated Vehicle Cost	Estimated Upfit Cost	Total Cost
International HV613	1	\$178,000	\$182,000.00	\$360,000

RECOMMENDATION:

Authorize the purchase of one truck from Rush Truck Center and snow removal equipment from Reading truck equipment as described above and authorize the Fleet Division to purchase the associated upfitting components from various vendors as needed.

SUBMITTED BY:

Eric Madsen, Fleet Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
SLURRY TRUCK AND RELATED EQUIPMENT.**

WHEREAS, the City desires to purchase a slurry truck and related equipment for use by the Public Works Department (the “Equipment”); and

WHEREAS, Rush Truck Center and Reading Truck Equipment hold the state contract to provide said Equipment; and

WHEREAS, the prices quoted by said vendors are competitive prices within City budget parameters; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety and welfare of the citizens of West Valley City to authorize the purchase of said Equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase the Equipment for an amount not to exceed \$373,000 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

23-154: Authorize the Purchase of Streetlights and...

Item #:		
Fiscal Impact:	\$374,000	
Funding Source:	Street Light Utility	
Account #:	39-7591-40750-00000-0000	\$300,000
	39-7591-40250-00000-0000	\$74,000
Budget Opening Required:	No	

ISSUE:

Lake Park Street Light Restoration Project

SYNOPSIS:

A resolution authorizing the City to award a construction contract to Skyline Electric Co. for the 2023 Lake Park Lighting Restoration Project - Phase 1 and to purchase thirty street light assemblies.

BACKGROUND:

The Public Works Department requested bids for a street lighting project in Lake Park. The project adds new street lights to Links Drive from Lake Park Blvd. to Stonebridge Golf Course and restores lighting on Lake Park Blvd from Parkway Blvd to 2400 South at Bangerter Highway. The original street lights on Lake Park Blvd. were installed using direct burial wires that cannot be easily repaired once the conductor is damaged. The new system will be installed with electrical conduit that can be maintained in the future. The light poles and fixtures will also be replaced as part of the project.

A total of six bids were received, and the lowest responsible bid was received by Skyline Electric Co. in the amount of \$282,297.00.

This resolution also authorizes the City to purchase thirty street light assemblies from Mountain States Lighting in the amount of \$73,026.00.

RECOMMENDATION:

Award the contract to Skyline Electric Co. in the amount of \$282,297.00 and authorize the Public Works Department to spend up to \$300,000 on potential change orders and authorize the Public Works Department to purchase thirty street light assemblies in the amount of \$74,000.

SUBMITTED BY:

Erik Brondum, Operations Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF
STREETLIGHTS AND RELATED INSTALLATION SERVICES
AND EQUIPMENT.**

WHEREAS, the City desires to purchase and install new street lights in the Lake Park area of the City (the "Equipment"); and

WHEREAS, bids were sought to street light fixtures and installation services; and

WHEREAS, Skyline Electric Co. submitted the lowest responsive and responsible bid; and

WHEREAS, the City also desires to purchase streetlights compatible with existing designs and maintenance arrangements from Mountain States Lighting; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety and welfare of the citizens of West Valley City to authorize the purchase of said Equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah as follows:

- 1) That a contract is hereby awarded to Skyline Electric Co. in the amount of \$282,297 with a total authorization not to exceed \$300,000, inclusive of change orders;
- 2) The City is hereby authorized to purchase street light assemblies from Mountain States Lighting for an amount not to exceed \$74,000; and
- 3) The Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchases.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day
of _____, 2023.

WEST VALLEY CITY

MAYOR

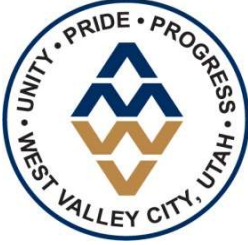
ATTEST:

CITY RECORDER

West Valley City, Utah - Bid Tabulation Summary

2023 Lake Park Lighting Phase 1 - WVC LT 23-01

Bid Opening Date: 10/4/2023

	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)	Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	\$ 387,500.00				
Response 1	\$ 282,297.00	(\$2,822.97)	(\$2,822.97)	(\$5,645.94)	\$276,651.06
Skyline Electric Company		-1%	-1%		
Response 2	\$ 302,175.00	\$0.00	\$0.00	\$0.00	\$302,175.00
Lightlink Communications Inc.		0%	0%		
Response 3	\$ 326,656.00	\$0.00	\$0.00	\$0.00	\$326,656.00
Oak Hollow Electric Company		0%	0%		
Response 4	\$ 382,075.33	\$0.00	(\$3,820.75)	(\$3,820.75)	\$378,254.58
B. Jackson Construction & Engineering, LLC		0%	-1%		
Response 5	\$ 540,891.42	\$0.00	(\$5,408.91)	(\$5,408.91)	\$535,482.51
Cache Valley Electric Co		0%	-1%		
Response 6	\$ 568,990.00	\$0.00	(\$5,689.90)	(\$5,689.90)	\$563,300.10
Prime Power and Electric		0%	-1%		

Item #:	
Fiscal Impact:	\$316.84 (6.77% of actual cost)
Funding Source:	Transportation Alternatives Program (TAP)
Account #:	45-9610-40750-75268-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Real Estate Purchase Contract and acceptance of a Warranty Deed.

SYNOPSIS:

J & R Partners, LLC has signed a Real Estate Purchase Contract and has signed a Warranty Deed for property located at 2684 South 3200 West (15-20-481-006).

BACKGROUND:

The J & R Partners parcel located at 2684 South 3200 West is one of several parcels affected by the Cross Towne Trail; 2700 West to Bangerter Highway Project. This project will provide for bike lanes on Parkway Boulevard from 2700 West to Bangerter Highway. The project will also construct sidewalks on Parkway Boulevard where they do not currently exist and add new ADA ramps at street intersections on Parkway Boulevard. Compensation for the purchase of the Warranty Deed and improvements is \$4,680.00 was negotiated based upon the Administrative Compensation Estimate prepared by Meridian Engineering, Inc. which indicated a value of \$4,180.00.

The project is being funded through the Transportation Alternatives Program (TAP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition \$316.84.

RECOMMENDATION:

Accept Warranty Deed and authorize the mayor to execute the Real Estate Purchase Contract. Documents will be recorded after payment by UDOT.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A
REAL ESTATE PURCHASE CONTRACT AND ACCEPT A
WARRANTY DEED WITH AND FROM J&R PARTNERS, LLC FOR
PROPERTY LOCATED AT 2684 SOUTH 3200 WEST.**

WHEREAS, J&R Partners, LLC (herein “Owner”) has entered into a Real Estate Purchase Contract for property located at 2684 South 3200 West that is affected by the Cross Towne Trail Project (herein “Project”); and

WHEREAS, Owner has also signed a Warranty Deed (the “Deed”), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Real Estate Purchase Contract with Owner, and to accept the Deed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled “Real Estate Purchase Contract” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Deed for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



West Valley City

REAL ESTATE PURCHASE CONTRACT

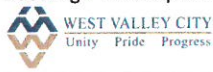
Project No: F-2162(2)1 Parcel No.(s): 118:C

Pin No: 17869 Job/Proj No: 55542 Project Location: Cross Towne Trail; 2700 West to Bangerter Hwy
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-20-481-006
Property Address: 2684 South 3200 West, WEST VALLEY CITY, UT 84119
Owner's Address: 2684 South 3200 West, West Valley City, UT, 84119
Primary Phone: 801-556-7576 Owner's Home Phone: Owner's Work Phone: (801)556-7576
Owner / Grantor: J & R Partners, L.L.C.

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, J & R Partners, L.L.C. ("Owner") agrees to sell to West Valley City ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

- 1. SUBJECT PROPERTY.** The Subject Property referred to in this Contract is identified as parcel numbers 118:C, more particularly described in Exhibit A, which is attached hereto and incorporated herein.
- 2. PURCHASE PRICE.** The City shall pay and Owner accepts \$4,680 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **Owner acknowledges received payment for the following cost to cure items: Temporary Sprinkling/Reconfiguration, which is included in the total purchase price.**
- 3. SETTLEMENT AND CLOSING.**
 - 3.1 Settlement.** "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.
 - 3.2 Closing.** "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.
 - 3.3 Possession.** Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.
- 4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.**
 - 4.1 Prorations.** All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or 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, statutory relocations caused by the project, and other related transportation uses.



REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 118:C

Pin No: 17869 Job/Proj No: 55542 Project Location: Cross Towne Trail; 2700 West to Bangerter Hwy
 County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-20-481-006
 Property Address: 2684 South 3200 West WEST VALLEY CITY UT, 84119
 Owner's Address: 2684 South 3200 West, West Valley City, UT, 84119
 Primary Phone: 801-556-7576 Owner's Home Phone: Owner's Work Phone: (801)556-7576
 Owner / Grantor (s): J & R Partners, L.L.C.

4.2 Fees/Costs.

(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

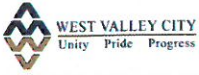
9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

1. Owner acknowledges receiving payment for the following improvements acquired: \$325.00 for 65 LF of sod and sprinklers, \$25.00 for 1 SF of mulch and flowers, and \$40.00 for one Juniper Bush, which is included in the total purchase price.

2. Owner acknowledges receiving an Administrative Settlement payment in the amount of \$500.00, which represents a final global settlement of all outstanding just compensation issues related to this transaction with the Owner, including any claim for severance damages. The Administrative Settlement is included in the total purchase price.



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 118:C

Pin No: 17869 Job/Proj No: 55542 Project Location: Cross Towne Trail; 2700 West to Bangerter Hwy
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-20-481-006
Property Address: 2684 South 3200 West WEST VALLEY CITY UT, 84119
Owner's Address: 2684 South 3200 West, West Valley City, UT, 84119
Primary Phone: 801-556-7576 Owner's Home Phone: Owner's Work Phone: (801)556-7576
Owner / Grantor (s): J & R Partners, L.L.C.

SIGNATURE PAGE TO WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Tammy Evans / Consultant, through Meridian Engineering, Inc., is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):


100% Rita Klonizos, Manager J & R Partners, L.L.C.

9-21-23
Date

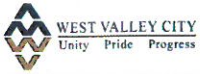

Nick Klonizos, Manager J & R Partners, L.L.C.

9-21-23
Date

WEST VALLEY CITY

Date
Local Government Authority

Date
Karen Lang, Mayor of West Valley City



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 118:C

Pin No: 17869 Job/Proj No: 55542 Project Location: Cross Towne Trail; 2700 West to Bangerter Hwy
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-20-481-006
Property Address: 2684 South 3200 West WEST VALLEY CITY UT, 84119
Owner's Address: 2684 South 3200 West, West Valley City, UT, 84119
Primary Phone: 801-556-7576 Owner's Home Phone: Owner's Work Phone: (801)556-7576
Owner / Grantor (s): J & R Partners, L.L.C.

Exhibit A

(Attach conveyance documents)

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

WITH A COPY TO:
West Valley City
3600 South Constitution Boulevard
West Valley City, Utah 84119

Warranty Deed

(Limited Liability Company)

Salt Lake County	Tax ID No.	15-20-481-006
	PIN No.	17869
	Project No.	F-2162(2)1
	Parcel No.	2162:118:C

J & R Partners, L.L.C., Grantor(s), a Utah limited liability company, hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, a Municipal Corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd, West Valley City, Utah 84119, 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 construction and improvements of the existing Parkway Boulevard known as Project No. F-2162(2)1, being part of an entire tract of property situate in the SE1/4 SE1/4 of Section 20, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing southerly right of way line of 3200 West Street, which point is 50.00 feet S.89°54'34"W. along the section line and 215.13 feet N.00°07'19"W. and 4.35 feet along the arc of a 25.00-foot radius curve to the left, through a central angle of 09°58'17" (Note: Chord to said curve bears N.05°06'27"W. for a distance of 4.35 feet) from the Southeast Corner of said Section 20, said point is also 51.00 feet perpendicularly distant southerly from the control line of said project opposite engineer station 49+62.37; and running thence N.50°12'05"W. 32.21 feet to said existing southerly right of way line at a point 30.27 feet perpendicularly distant southerly from said control line opposite engineer station 49+37.71 and the beginning of a 25.00-foot radius non-tangent curve to the right (Note: Radius bears S.00°18'34"E.); thence southeasterly 35.00 feet along said existing southerly right of way line and the arc of said curve, through a central angle of 80°12'58" (Note: Chord to said curve bears S.50°12'05"E. for a distance of 32.21 feet) 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 130 square feet in area or 0.003 acre, more or less.

(Note: Rotate all bearings in the above description 00°17'27" clockwise to obtain highway bearings.)

Continued on Page 2
LIMITED LIABILITY RW-01LL (11-01-03)

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

J & R Partners, L.L.C.
Limited Liability Company

Signature

Print Name and Title

On this ____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of J & R Partners, L.L.C., a Utah limited liability company, and that said document was signed by him/her on behalf of said J & R Partners, L.L.C. by Authority of its _____.

Notary Public

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

WITH A COPY TO:
West Valley City
3600 South Constitution Boulevard
West Valley City, Utah 84119

Warranty Deed

(Limited Liability Company)

Salt Lake County

Tax ID No.

15-20-481-006

PIN No.

17869

Project No.

F-2162(2)1

Parcel No.

2162:118:C

J & R Partners, L.L.C., Grantor(s), a Utah limited liability company, hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, a Municipal Corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd, West Valley City, Utah 84119, 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 construction and improvements of the existing Parkway Boulevard known as Project No. F-2162(2)1, being part of an entire tract of property situate in the SE1/4 SE1/4 of Section 20, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing southerly right of way line of 3200 West Street, which point is 50.00 feet S.89°54'34"W. along the section line and 215.13 feet N.00°07'19"W. and 4.35 feet along the arc of a 25.00-foot radius curve to the left, through a central angle of 09°58'17" (Note: Chord to said curve bears N.05°06'27"W. for a distance of 4.35 feet) from the Southeast Corner of said Section 20, said point is also 51.00 feet perpendicularly distant southerly from the control line of said project opposite engineer station 49+62.37; and running thence N.50°12'05"W. 32.21 feet to said existing southerly right of way line at a point 30.27 feet perpendicularly distant southerly from said control line opposite engineer station 49+37.71 and the beginning of a 25.00-foot radius non-tangent curve to the right (Note: Radius bears S.00°18'34"E.); thence southeasterly 35.00 feet along said existing southerly right of way line and the arc of said curve, through a central angle of 80°12'58" (Note: Chord to said curve bears S.50°12'05"E. for a distance of 32.21 feet) 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 130 square feet in area or 0.003 acre, more or less.

(Note: Rotate all bearings in the above description 00°17'27" clockwise to obtain highway bearings.)

Continued on Page 2
LIMITED LIABILITY RW-01LL (11-01-03)

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

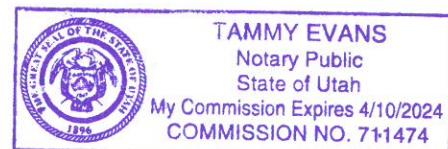
J & R Partners, L.L.C.
Limited Liability Company

Nick Klonizos Rita Klonizos
Signature

NICK Klonizos RITA Klonizos MANAGER
MANAGER
Print Name and Title

On this 21 day of September, in the year 2022, before me personally appeared Nick Klonizos & Rita Klonizos, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the Managers of J & R Partners, L.L.C., a Utah limited liability company, and that said document was signed by him/her on behalf of said J & R Partners, L.L.C. by Authority of its Registered Articles.

Tammy Evans
Notary Public



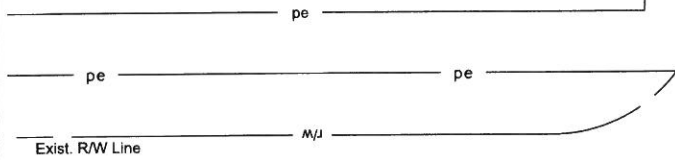
WEST VALLEY CITY (INCORPORATED)

3200 WEST STREET

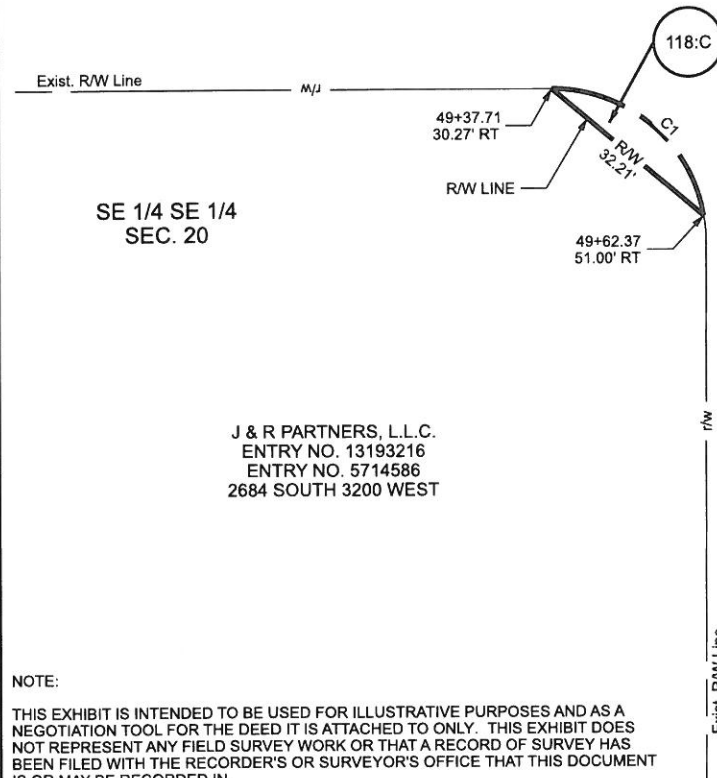
T.1S.
S.L.B. R.1W.
& M.

Exist. R/W Line

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	25.00'	80°12'58"	35.00'	32.21'	S49°54'38"E



PARKWAY BOULEVARD



J & R PARTNERS, L.L.C.
ENTRY NO. 13193216
ENTRY NO. 5714586
2684 SOUTH 3200 WEST

NOTE:

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

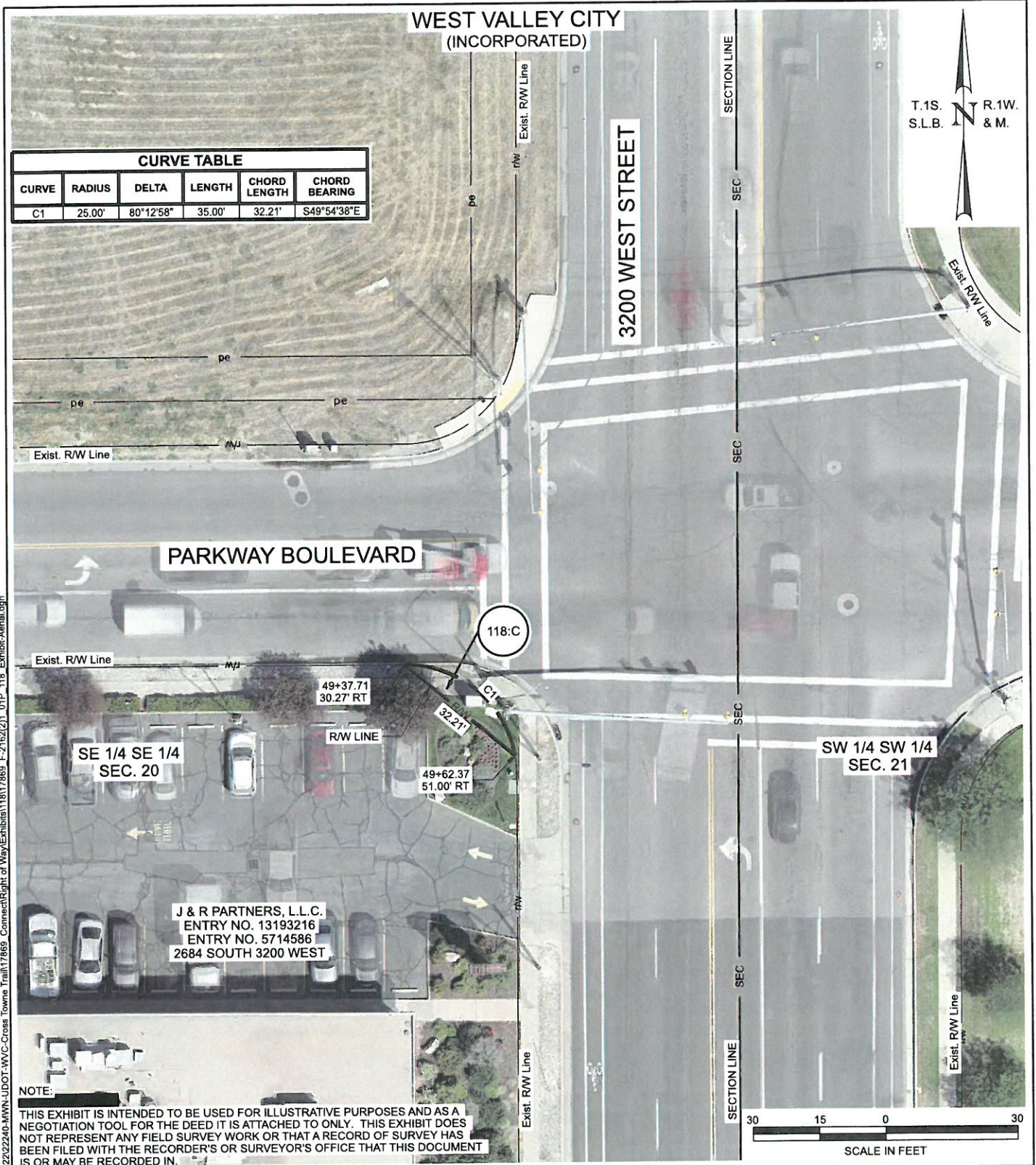
SW 1/4 SW 1/4
SEC. 21



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
118:C	J & R PARTNERS, L.L.C.	0.003	130	NONE	1.401	NONE	1.398

SHEET NO. 118-EXHIBIT		PARTIAL SUMMARY NO. 01P		PROPERTY OWNER: J & R PARTNERS, L.L.C.	
PROJECT	CROSS TOWNE TRAIL; 2700 WEST			PROPERTY ADDRESS: 2684 SOUTH 3200 WEST	
	TO BANGERTER HWY			<div>UTAH DEPARTMENT OF TRANSPORTATION</div> <div>74 Page 1 of 12</div> <div>MERIDIAN ENGINEERING, INC.</div>	
PROJECT NUMBER	F-2162(2)1	PIN	17869		

DGN File: U:\Projects\2022\2240-MWV-UDOT-MVC-Cross Towne Trail\17869_ConnectRight of Way\Exhibits\118\17869_F-2162(2)_01P_118 Exhibit Aerial.dgn



PARCEL NO.				OWNER	NET AC.	SQ. FEET	EXIST. RW IN OWNERSHIP DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
118:C				J & R PARTNERS, L.L.C.	0.003	130	NONE	1.401	NONE	1.398

SHEET NO. 118-EXHIBIT		PARTIAL SUMMARY NO. 01P		PROPERTY OWNER: J & R PARTNERS, L.L.C.	
PROJECT	CROSS TOWNE TRAIL; 2700 WEST			PROPERTY ADDRESS: 2684 SOUTH 3200 WEST	
	TO BANGERTER HWY			UTAH DEPARTMENT OF TRANSPORTATION MERIDIAN ENGINEERING, INC.	
PROJECT NUMBER	F-2162(2)1	PIN	17869		

75 Page 12 of 12

Item #:	
Fiscal Impact:	\$1,402.41 (6.77% of actual cost)
Funding Source:	Surface Transportation Program
Account #:	45-9610-40750-75152-0500
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Real Estate Purchase Contract, and acceptance of a Warranty Deed and a Temporary Construction Easement.

SYNOPSIS:

Guadalupe Aguilera and Maria Aguilera have signed a Real Estate Purchase Contract along with a Warranty Deed and a Temporary Construction Easement for property located at 2762 S. Belmont Downs Lane (14-26-102-016).

BACKGROUND:

The Guadalupe Aguilera and Maria Aguilera parcel located at 2762 S. Belmont Downs Lane is one of several parcels affected by the Parkway Boulevard Reconstruction Project (MVC to 6400 West). This project will reconstruct the pavement and construct curb, gutter, sidewalk and decorative street lighting on both sides of Parkway Boulevard. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is \$20,715.00 which was negotiated based upon the Appraisal Report prepared by Integra Realty Resources which indicated a value of \$18,300.00.

The project is being funded by Surface Transportation Program (STP) using federal funds. The city is responsible 6.77% of all project costs, including right of way. The total value for the Warranty Deed, Temporary Construction Easement and improvements is \$20,715.00, making the West Valley City share of the acquisition \$1,402.41.

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement and authorize the mayor to execute the Real Estate Purchase Contract.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM GUADALUPE AND MARIA AGUILERA FOR PROPERTY LOCATED AT 2762 SOUTH BELMONT DOWNS LANE.

WHEREAS, Guadalupe and Maria Aguilera (herein “Owner”) have entered into a Real Estate Purchase Contract for property located at 2762 South Belmont Downs Lane that is affected by the Parkway Boulevard Reconstruction Project (herein “Project”); and

WHEREAS, Owner has also signed a Warranty Deed and a Temporary Construction Easement (the “Documents”), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Real Estate Purchase Contract with Owner, and to accept the Documents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled “Real Estate Purchase Contract” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

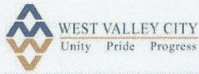
PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2233(1)1 Parcel No.(s): 113:C, 113:E

Pin No: 17806 Job/Proj No: 55529 Project Location: Parkway Blvd (2700 S); MVC to 6400 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 14-26-102-016
Property Address: 2762 South Belmont Downs Lane WEST VALLEY UT, 84128
Owner's Address: 2762 South Belmont Downs Lane, WEST VALLEY, UT, 84128
Primary Phone: 801-979-6282 Owner's Home Phone: (801)979-6282 Owner's Work Phone:
Owner / Grantor (s): Guadalupe Aguilera and Maria Aguilera, joint tenants

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Guadalupe Aguilera and Maria Aguilera, joint tenants ("Owner") agrees to sell to West Valley City ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 113:C, 113:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$20,715 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **Chain Link Fencing, Replace shed**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

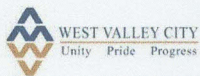
3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or 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, statutory relocations caused by the project, and other related transportation uses.



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2233(1)1 Parcel No.(s): 113:C, 113:E

Pin No: 17806 Job/Proj No: 55529 Project Location: Parkway Blvd (2700 S); MVC to 6400 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 14-26-102-016
Property Address: 2762 South Belmont Downs Lane WEST VALLEY UT, 84128
Owner's Address: 2762 South Belmont Downs Lane, WEST VALLEY, UT, 84128
Primary Phone: 801-979-6282 Owner's Home Phone: (801)979-6282 Owner's Work Phone:
Owner / Grantor (s): Guadalupe Aguilera and Maria Aguilera, joint tenants

4.2 Fees/Costs.

(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

Grantor is being compensated for the following in improvements: Landscaping, trees.

Owner acknowledges receiving an Administrative Settlement in the amount of \$2,415, which represents a final global settlement of all outstanding just compensation issues related to this transaction with the Owner, including any claim for severance damages. The Administrative Settlement is included in the Purchase Price.



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2233(1)1 Parcel No.(s): 113:C, 113:E

Pin No: 17806 Job/Proj No: 55529 Project Location: Parkway Blvd (2700 S); MVC to 6400 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 14-26-102-016
Property Address: 2762 South Belmont Downs Lane WEST VALLEY UT, 84128
Owner's Address: 2762 South Belmont Downs Lane, WEST VALLEY, UT, 84128
Primary Phone: 801-979-6282 Owner's Home Phone: (801)979-6282 Owner's Work Phone:
Owner / Grantor (s): Guadalupe Aguilera and Maria Aguilera, joint tenants

SIGNATURE PAGE TO WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Desiree Vargas, through WLC Consulting, LLC, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

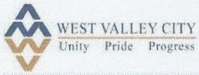
Authorized Signature(s):

Guadalupe Aguilera 4/5/23 Maria Aguilera 4/5/23
100% Guadalupe Aguilera and Maria Aguilera - Date Date
OWNER(s)

WEST VALLEY CITY

Karen Lang, Mayor
West Valley City

Date



West Valley City REAL ESTATE PURCHASE CONTRACT

Project No: F-2233(1)1 Parcel No.(s): 113:C, 113:E

Pin No: 17806 Job/Proj No: 55529 Project Location: Parkway Blvd (2700 S); MVC to 6400 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 14-26-102-016
Property Address: 2762 South Belmont Downs Lane WEST VALLEY UT, 84128
Owner's Address: 2762 South Belmont Downs Lane, WEST VALLEY, UT, 84128
Primary Phone: 801-979-6282 Owner's Home Phone: (801)979-6282 Owner's Work Phone:
Owner / Grantor (s): Guadalupe Aguilera and Maria Aguilera, joint tenants

Exhibit A (Attach conveyance documents)

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

WITH A COPY TO:
West Valley City
3600 South Constitution Blvd.
West Valley City, Utah 84119

Warranty Deed

Salt Lake County

Tax ID No. 14-26-102-016

PIN No. 17806

Project No. F-2233(1)1

Parcel No. 2233:113:C

Guadalupe Aguilera and Maria Aguilera, joint tenants Grantor,
of West Valley, County of Salt Lake, State of Utah,
hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, Grantee, at 3600 South
Constitution Blvd. West Valley, Utah, 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, being part of an entire tract of property situate in Lot 1, Belmont Downs Subdivision, according to the official plat thereof recorded June 27, 1996 as Entry No. 6393827 in Book 96-6P on Page 233, in the office of the Salt Lake County Recorder, a subdivision in the NW1/4 NW1/4 and NE1/4 NW1/4 of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, incident to the construction of Parkway Blvd, known as Project No. F-2233(1)1. The boundaries of said parcel of land are described as follows:

Beginning at a northeasterly corner of said Lot 1, being in the existing southerly right of way line of Parkway Blvd., at a point 46.50 feet perpendicularly distant southerly from the right of way control line of said Parkway Blvd., opposite approximate Engineers Station 26+34.83, which point is 215.64 feet N.82°33'00"E. from the northwest corner of said Lot 1; and running thence southeasterly 23.82 feet along the arc of a curve to the right with a radius of 15.00 feet, chord bears S.51°58'00"E. 21.39 feet to the easterly boundary line of said Lot 1; thence S.06°29'00"E. 3.75 feet along said easterly boundary line to a point 65.50 feet perpendicularly distant southerly from the right of way control line of said Parkway Blvd., opposite approximate Engineers Station 26+49.76; thence N.45°36'35"W. 24.17 feet 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.

Continued on Page 2

The above described parcel of land contains 95 square feet in area or 0.002 acre.

(Note: Rotate above bearings 00°15'45 clockwise to equal Highway bearings).

STATE OF)
) ss.
COUNTY OF)

Guadalupe Aguilera

Maria Aguilera

On this _____ day of _____, in the year 20____, before me personally appeared _____
Guadalupe Aguilera and Maria Aguilera, joint tenants _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

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

Temporary Easement

Salt Lake County

Tax ID No. 14-26-102-016

PIN No. 17806

Project No. F-2233(1)1

Parcel No. 2233:113:E

Guadalupe Aguilera and Maria Aguilera, joint tenants, Grantor, of West Valley, County of Salt Lake, State of Utah, 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 situate in Lot 1, Belmont Downs Subdivision, according to the official plat thereof recorded June 27, 1996 as Entry No. 6393827 in Book 96-6P on Page 233, in the office of the Salt Lake County Recorder, a subdivision in the NW1/4 NW1/4 and NE1/4 NW1/4 of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, incident to the widening of Parkway Blvd, known as Project No. F-2233(1)1. The 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 are described as follows:

Beginning at the northwest corner of said Lot 1, being in the existing southerly right of way line of Parkway Blvd.; and running thence N.82°33'00"E. 215.64 feet along said existing southerly right of way line of Parkway Blvd.; thence S.45°36'35"E. 24.17 feet to the easterly boundary line of said Lot 1; thence S.06°29'00"E. 15.93 feet along said easterly boundary line to a point 81.42 feet perpendicularly distant southerly from the right of way control line of said Parkway Blvd., opposite approximate Engineers Station 26+49.50;

Continued on Page 2

thence N.45°22'10"W. 33.51 feet to a point 55.00 feet perpendicularly distant southerly from the right of way control line of said Parkway Blvd., opposite Engineers Station 26+28.90; thence S.82°33'00"W. 208.76 feet parallel with said right of way control line; thence S.07°27'01"E. 7.00 feet; thence S.82°33'00"W. 2.98 feet parallel with said right of way control line to the westerly boundary line of said Lot 1; thence North 15.63 feet along said westerly boundary 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 easement contains 2,117 square feet in area or 0.049 acre.

(Note: Rotate above bearings 00°15'45" clockwise to equal Highway bearings).

STATE OF)	_____
) ss.	Guadalupe Aguilera
COUNTY OF)	

		Maria Aguilera

On this _____ day of _____, in the year 20____, before me personally appeared _____ Guadalupe Aguilera and Maria Aguilera, joint tenants _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

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

Temporary Easement

Salt Lake County

Tax ID No. 14-26-102-016

PIN No. 17806

Project No. F-2233(1)1

Parcel No. 2233:113:E

Guadalupe Aguilera and Maria Aguilera, joint tenants, Grantor, of West Valley, County of Salt Lake, State of Utah, 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 situate in Lot 1, Belmont Downs Subdivision, according to the official plat thereof recorded June 27, 1996 as Entry No. 6393827 in Book 96-6P on Page 233, in the office of the Salt Lake County Recorder, a subdivision in the NW1/4 NW1/4 and NE1/4 NW1/4 of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, incident to the widening of Parkway Blvd, known as Project No. F-2233(1)1. The 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 are described as follows:

Beginning at the northwest corner of said Lot 1, being in the existing southerly right of way line of Parkway Blvd.; and running thence N.82°33'00"E. 215.64 feet along said existing southerly right of way line of Parkway Blvd.; thence S.45°36'35"E. 24.17 feet to the easterly boundary line of said Lot 1; thence S.06°29'00"E. 15.93 feet along said easterly boundary line to a point 81.42 feet perpendicularly distant southerly from the right of way control line of said Parkway Blvd., opposite approximate Engineers Station 26+49.50;

Continued on Page 2
INDIVIDUAL RW-09 (12-01-03)

thence N.45°22'10"W. 33.51 feet to a point 55.00 feet perpendicularly distant southerly from the right of way control line of said Parkway Blvd., opposite Engineers Station 26+28.90; thence S.82°33'00"W. 208.76 feet parallel with said right of way control line; thence S.07°27'01"E. 7.00 feet; thence S.82°33'00"W. 2.98 feet parallel with said right of way control line to the westerly boundary line of said Lot 1; thence North 15.63 feet along said westerly boundary 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 easement contains 2,117 square feet in area or 0.049 acre.

(Note: Rotate above bearings 00°15'45" clockwise to equal Highway bearings).

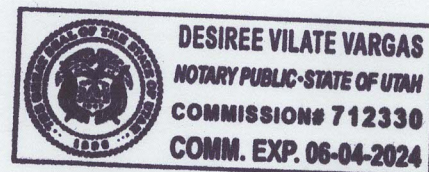
STATE OF Utah)
) ss.
 COUNTY OF Salt Lake)

Guadalupe Aguilera
 Guadalupe Aguilera

Maria Aguilera
 Maria Aguilera

On this 5th day of April, in the year 2023, before me personally appeared Guadalupe Aguilera and Maria Aguilera, joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Desiree Vilate Vargas
 Notary Public



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

WITH A COPY TO:
West Valley City
3600 South Constitution Blvd.
West Valley City, Utah 84119

Warranty Deed

Salt Lake County

Tax ID No. 14-26-102-016
PIN No. 17806
Project No. F-2233(1)1
Parcel No. 2233:113:C

Guadalupe Aguilera and Maria Aguilera, joint tenants Grantor,
of West Valley, County of Salt Lake, State of Utah,
hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, Grantee, at 3600 South
Constitution Blvd. West Valley, Utah, 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, being part of an entire tract of property situate in Lot 1,
Belmont Downs Subdivision, according to the official plat thereof recorded
June 27, 1996 as Entry No. 6393827 in Book 96-6P on Page 233, in the office of the
Salt Lake County Recorder, a subdivision in the NW1/4 NW1/4 and NE1/4 NW1/4 of
Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, incident to
the construction of Parkway Blvd, known as Project No. F-2233(1)1. The boundaries of
said parcel of land are described as follows:

Beginning at a northeasterly corner of said Lot 1, being in the existing southerly
right of way line of Parkway Blvd., at a point 46.50 feet perpendicularly distant southerly
from the right of way control line of said Parkway Blvd., opposite approximate Engineers
Station 26+34.83, which point is 215.64 feet N.82°33'00"E. from the northwest corner of
said Lot 1; and running thence southeasterly 23.82 feet along the arc of a curve to the
right with a radius of 15.00 feet, chord bears S.51°58'00"E. 21.39 feet to the easterly
boundary line of said Lot 1; thence S.06°29'00"E. 3.75 feet along said easterly boundary
line to a point 65.50 feet perpendicularly distant southerly from the right of way control
line of said Parkway Blvd., opposite approximate Engineers Station 26+49.76; thence
N.45°36'35"W. 24.17 feet 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.

Continued on Page 2
INDIVIDUAL RW-01 (11-01-03)

The above described parcel of land contains 95 square feet in area or 0.002 acre.

(Note: Rotate above bearings 00°15'45 clockwise to equal Highway bearings).

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

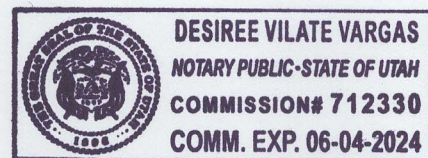
Guadalupe Aguilera
Guadalupe Aguilera

Maria Aguilera
Maria Aguilera

On this 5th day of April, in the year 2023, before me personally appeared Guadalupe Aguilera and Maria Aguilera, joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Desiree Vilate Vargas

Notary Public

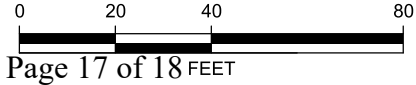
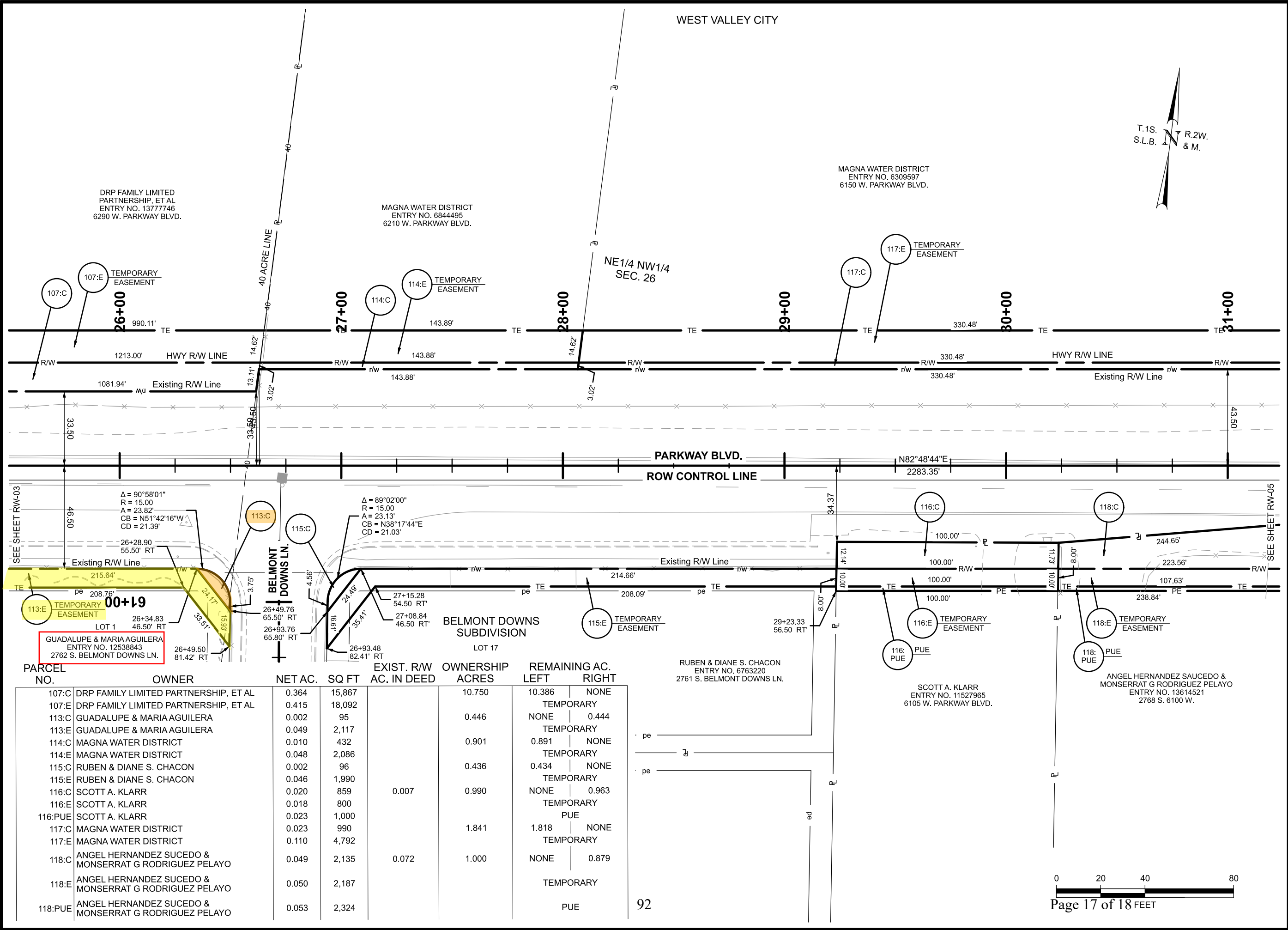




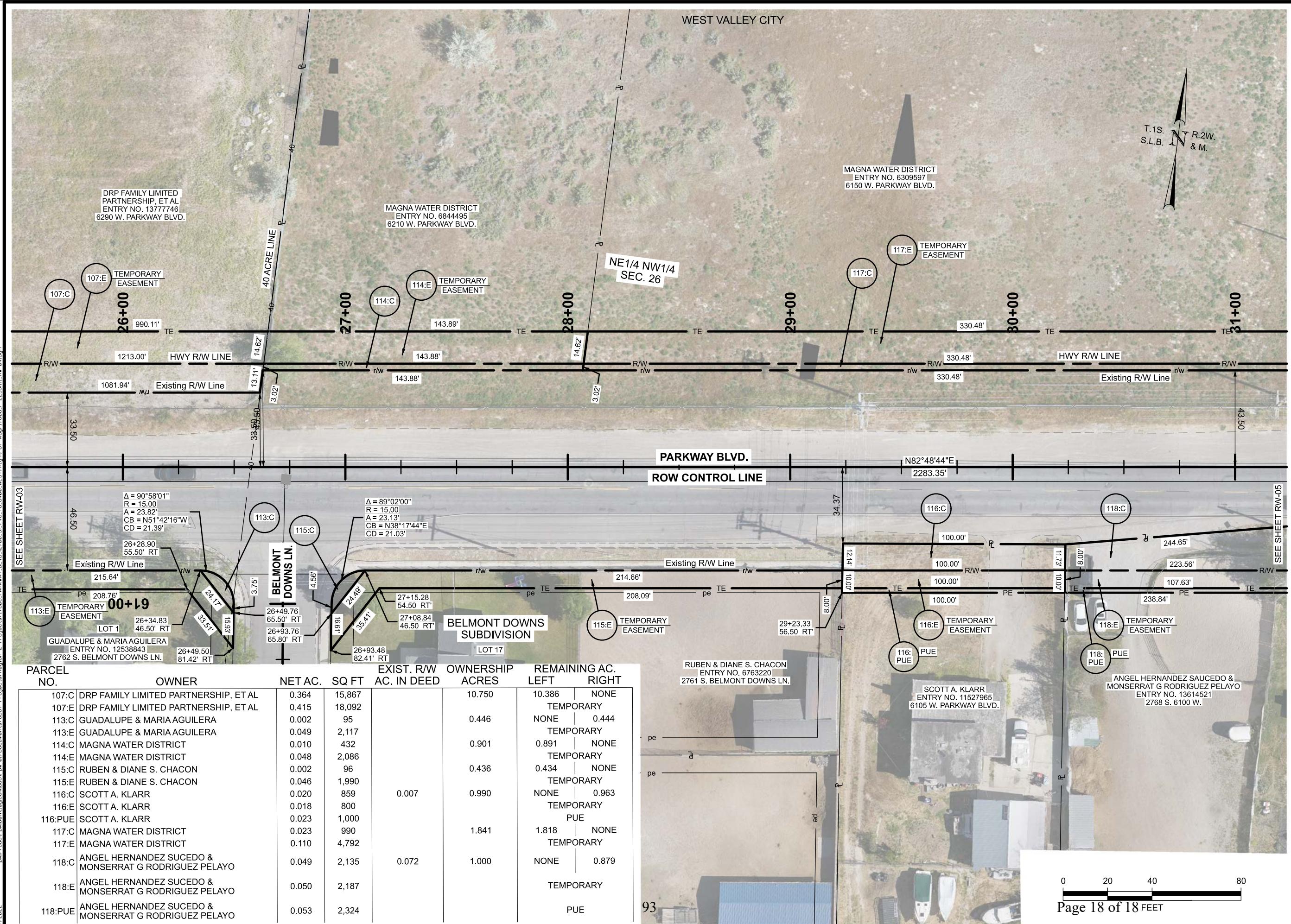
Page 15 of 18 FEET

SHEET NO.		RW-03	
TEMP 02P			
COUNTY SALT LAKE			
PROJECT	PARKWAY BLVD (2700 SOUTH)		
PROJECT NUMBER	MVC TO 6400 WEST		
	F-2233(1)1	PIN	17806
RIGHT-OF-WAY			
APPROVED		DRAWN BY	MRL
PROFESSIONAL LAND SURVEYOR		QC CHECKED BY	CSB
DATE		01/31/2022	
NO.		DATE	APPROVED BY
REMARKS			
REVIEWS			

9/7/2022 p:\u0001\pwbentley\commodot\pwbentley\Documents\U00T Projects\Region 2 Projects\17806-Parkway Blvd\2700 S. MVC TO 6400 WEST\Right of Way\17806-F-2233\11.RW-04.dgn



PROJECT		PARKWAY BLVD (2700 SOUTH)		UTAH DEPARTMENT OF TRANSPORTATION				REVISIONS			
PROJECT NUMBER		MVC TO 6400 WEST		REGION 2 - HORROCKS ENGINEERS							
		F-2233(1)1		APPROVED		DRAWN BY		MRL			
		RIGHT-OF-WAY		PROFESSIONAL LAND SURVEYOR		01/31/2022		QC CHECKED BY			
				DATE				CSB			



SALT LAKE COUNTY		TEMP 02P		SHEET NO. RW-04	
PROJECT	PARKWAY BLVD (2700 SOUTH)		RIGHT-OF-WAY		
PROJECT NUMBER	MVC TO 6400 WEST				
	F-2233(1)1	PIN 17806			
APPROVED			01/31/2022		
REGION 2 - HORROCKS ENGINEERS			DATE		
UTAH DEPARTMENT OF TRANSPORTATION			PROFESSIONAL LAND SURVEYOR		
DRAWN BY			OC		
MRL			CSB		
NO.			DATE		
APPROVED BY			REMARKS		
REVISIONS					

Item #:	
Fiscal Impact:	\$277.57 (6.77% of actual cost)
Funding Source:	Federal STP Funds
Account #:	45-9610-40750-75276-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Real Estate Purchase Contract and acceptance of a Temporary Construction Easement.

SYNOPSIS:

Daniel R. Cotter, III has signed a Real Estate Purchase Contract and has signed a Temporary Construction Easement for property located at 3658 S. Bishop Street (15-33-176-006).

BACKGROUND:

The Daniel R. Cotter, III parcel located at 3658 S. Bishop Street is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen 3650 South and provide for curb, gutter and sidewalk on Lancer Way from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on Lancer Way. Compensation for the purchase of the temporary construction easement and improvements is \$4,100.00 and was based upon an administrative compensation estimate prepared by HDR Engineering, Inc.

The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition \$277.57.

RECOMMENDATION:

Accept Temporary Construction Easement and authorize the mayor to execute the Real Estate Purchase Contract. Temporary Construction Easement will be recorded after payment by UDOT.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM DANIEL R. COTTER, III FOR PROPERTY LOCATED AT 3658 SOUTH BISHOP STREET.

WHEREAS, Daniel R. Cotter, III (herein “Owner”) has entered into a Real Estate Purchase Contract for property located at 3658 South Bishop Street that is affected by the Lancer Way Reconstruction Project (herein “Project”); and

WHEREAS, Owner has also signed a Temporary Construction Easement (the “Easement”), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement with Owner, and to accept the Easement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled “Real Estate Purchase Contract” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 123:E

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-176-006
Property Address: 3658 S. Bishop Street, WEST VALLEY CITY, UT 84119
Owner's Address: 3658 S. Bishop Street, WEST VALLEY CITY, UT 84119
Primary Phone: 801-604-9835 Owner's Home Phone: (801)604-9835 Owner's Work Phone:
Owner / Grantor: Daniel R. Cotter III

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Daniel R. Cotter III ("Owner") agrees to sell to West Valley City ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 123:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$4,100 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **Tree (1) in the amount of \$300.00 which is included in the Total Purchase Price.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or 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, statutory relocations caused by the project, and other related transportation uses.



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 123:E

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-176-006
Property Address: 3658 South Bishop St WEST VALLEY CITY UT, 84119
Owner's Address: 3658 South Bishop St, WEST VALLEY CITY, UT, 84119
Primary Phone: 801-604-9835 Owner's Home Phone: (801)604-9835 Owner's Work Phone:
Owner / Grantor (s): Daniel R. Cotter III

4.2 Fees/Costs.

(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 123:E

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-176-006
Property Address: 3658 South Bishop St WEST VALLEY CITY UT, 84119
Owner's Address: 3658 South Bishop St, WEST VALLEY CITY, UT, 84119
Primary Phone: 801-604-9835 Owner's Home Phone: (801)604-9835 Owner's Work Phone:
Owner / Grantor (s): Daniel R. Cotter III

SIGNATURE PAGE TO WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Daniel Fochs, through HDR Engineering, Inc., is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

 10-2-23

100% Daniel R Cotter III - OWNER(s)

Date

Date

WEST VALLEY CITY

Date
Local Government Authority



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 123:E

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-176-006
Property Address: 3658 South Bishop St WEST VALLEY CITY UT, 84119
Owner's Address: 3658 South Bishop St, WEST VALLEY CITY, UT, 84119
Primary Phone: 801-604-9835 Owner's Home Phone: (801)604-9835 Owner's Work Phone:
Owner / Grantor (s): Daniel R. Cotter III

Exhibit A

(Attach conveyance documents)

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

EXHIBIT A

West Valley City
City Recorder
3600 South Constitution BLVD
West Valley City, Utah 84119

Temporary Construction Easement

(Individual)

Salt Lake County

Tax ID No.	15-33-176-006
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:123:E

Daniel R. Cotter III, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, 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 known as Lot 76 of Wright Subdivision Addition No. 4 recorded as Entry No. 1262271 of the Salt Lake County Recorder's Office, in the SE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of Lancer Way (3650 South Street) known as Project No. F-2215(1)0. 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 easement are described as follows:

Beginning at the northwest corner of said Lot 76 in the existing southerly right of way line of said Lancer Way; and running thence N.89°53'30"E. 105.45 feet along said southerly right of way line to the beginning of a 25.00-foot radius curve to the right; thence southerly 32.69 feet along the arc of said curve through a central angle of 74°55'48" (Note: chord to said curve bears S.52°38'36"E. for a distance of 30.41 feet); thence N.59°14'36"W. 22.42 feet; thence S.89°53'30"W. 110.36 feet to a point in the westerly boundary line of said entire tract; thence North 7.00 feet along said westerly boundary line to the point of beginning. The above described easement contains 901 square feet or 0.021 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°02'23" clockwise to obtain highway bearings.)

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

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

Daniel R. Cotter III

On this ____ day of _____, in the year 20____, before me personally appeared, Daniel R. Cotter III, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

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

West Valley City
City Recorder
3600 South Constitution BLVD
West Valley City, Utah 84119

Temporary Construction Easement

(Individual)

Salt Lake County

Tax ID No.	15-33-176-006
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:123:E

Daniel R. Cotter III, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, 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 known as Lot 76 of Wright Subdivision Addition No. 4 recorded as Entry No. 1262271 of the Salt Lake County Recorder's Office, in the SE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of Lancer Way (3650 South Street) known as Project No. F-2215(1)0. 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 easement are described as follows:

Beginning at the northwest corner of said Lot 76 in the existing southerly right of way line of said Lancer Way; and running thence N.89°53'30"E. 105.45 feet along said southerly right of way line to the beginning of a 25.00-foot radius curve to the right; thence southerly 32.69 feet along the arc of said curve through a central angle of 74°55'48" (Note: chord to said curve bears S.52°38'36"E. for a distance of 30.41 feet); thence N.59°14'36"W. 22.42 feet; thence S.89°53'30"W. 110.36 feet to a point in the westerly boundary line of said entire tract; thence North 7.00 feet along said westerly boundary line to the point of beginning. The above described easement contains 901 square feet or 0.021 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°02'23" clockwise to obtain highway bearings.)

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

PIN No.
Project No.
Parcel No.

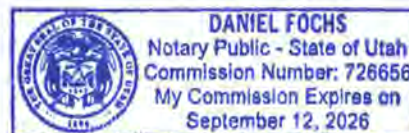
18823
F-2215(1)0
2215:123:E

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Daniel R Cotter III
Daniel R. Cotter III

On this 2nd day of October, in the year 2023, before me personally appeared, Daniel R. Cotter III, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

[Signature]
Notary Public



DGN File: U:\Projects\2022\22359-MWNL-HDR-WVC Lancer Way (3650 South)\18823 ConnectRight of Way\Exhibit\123\18823 F-2215(1) 01P 123 Exhibit-Aerial.dgn



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
123:E	DANIEL R. COTTER III	0.021	901			TEMPORARY	

SHEET NO. 123-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	DANIEL R. COTTER III
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	3658 SOUTH BISHOP STREET
PROJECT NUMBER	F-2215(1)0	PIN	18823

UTAH DEPARTMENT OF TRANSPORTATION	
104	Page 12 of 12
MERIDIAN ENGINEERING, INC.	

WEST VALLEY CITY
(INCORPORATED)

NE 1/4 NW 1/4
SEC. 33

T.1S. R.1W.
S.L.B. & M.

Exist. R/W Line

Exist. R/W Line

LANCER WAY (3650 SOUTH STREET)

Exist. R/W Line

Exist. R/W Line

R = 25.00'
L = 32.69'

7.00'

105.45'

110.36'

22.42'

123:E

TEMPORARY
EASEMENT

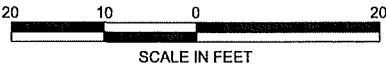
DANIEL R. COTTER III
ENTRY NO. 8032457
3658 SOUTH BISHOP STREET

SE 1/4 NW 1/4
SEC. 33

BISHOP STREET

NOTE:

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A
NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES
NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS
BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT
IS OR MAY BE RECORDED IN.



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
123:E	DANIEL R. COTTER III	0.021	901			TEMPORARY	

SHEET NO. 123-EXHIBIT

PARTIAL SUMMARY NO. 01P

PROPERTY OWNER:

DANIEL R. COTTER III

PROJECT

3650 SOUTH; 2700 WEST TO 3200 WEST

PROPERTY ADDRESS:

3658 SOUTH BISHOP STREET

PROJECT
NUMBER

F-2215(1)0

PIN

18823

UTAH DEPARTMENT OF TRANSPORTATION
105 Page 2 of 12
ENGINEERING, INC.

Item #:	
Fiscal Impact:	\$338.50 (6.77% of actual cost)
Funding Source:	Federal STP Funds
Account #:	45-9610-40750-75276-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Real Estate Purchase Contract and acceptance of a Temporary Construction Easement.

SYNOPSIS:

Chharlli Chea and Bounny Mao have signed a Real Estate Purchase Contract and has signed a Temporary Construction Easement for property located at 3660 S. American Drive (15-33-152-007).

BACKGROUND:

The Chharlli Chea and Bounny Mao parcel located at 3660 S. American Drive is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen 3650 South and provide for curb, gutter and sidewalk on Lancer Way from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on Lancer Way. Compensation for the purchase of the Temporary Construction Easement and improvements is \$5,000.00 was based upon the administrative compensation estimate prepared by HDR Engineering, Inc.

The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition \$338.50.

RECOMMENDATION:

Accept Temporary Construction Easement and authorize the mayor to execute the Real Estate Purchase Contract. Temporary Construction Easement will be recorded after payment by UDOT.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

Commented [DJ1]: What are we calling this project? Lancer Way Reconstruction?

Let's only refer to the road as Lancer Way or 3650 South. Might be confusing to Tom H...

Commented [CW2R2]: @Daniel Johnson Yes.. "Lancer Way Reconstruction"

Commented [CW3R2]: @Steve Dale Let's make sure we use that project name on all documents. Thanks

Commented [SD4R2]: So let it be written....

SJD10/9/2023
https://wvcity.sharepoint.com/sites/wvcpw/eng/cip/Shared Documents/Projects/Lancer Way 32W to 27W/Right of Way/EPM120_3660 S American Dr_Chea & Mao/Issue/EPM#120(3660 S American Drive)Issue.docx

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM CHHARLLI CHEA AND BOUNNY MAO FOR PROPERTY LOCATED AT 3660 SOUTH AMERICAN STREET.

WHEREAS, Chharlli Chea and Bounny Mao (herein “Owner”) have entered into a Real Estate Purchase Contract for property located at 3660 South American Street that is affected by the Lancer Way Reconstruction Project (herein “Project”); and

WHEREAS, Owner has also signed a Temporary Construction Easement (the “Easement”), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement with Owner, and to accept the Easement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled “Real Estate Purchase Contract” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 120:E

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-152-007
Property Address: 3660 South American Dr. WEST VALLEY CITY UT, 84119
Owner's Address: 4558 West Eagle Park Ln, WEST VALLEY CITY, UT, 84120
Primary Phone: 801-548-9221 Owner's Home Phone: (801)548-9221 Owner's Work Phone:
Owner / Grantor (s): Chharlli Chea and Bounny Mao, Joint Tenancy

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Chharlli Chea and Bounny Mao, Joint Tenancy ("Owner") agrees to sell to West Valley City ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 120:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$5,000 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or 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, statutory relocations caused by the project, and other related transportation uses.



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 120:E

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-152-007
Property Address: 3660 South American Dr. WEST VALLEY CITY UT, 84119
Owner's Address: 4558 West Eagle Park Ln, WEST VALLEY CITY, UT, 84120
Primary Phone: 801-548-9221 Owner's Home Phone: (801)548-9221 Owner's Work Phone:
Owner / Grantor (s): Chharli Chea and Bounny Mao, Joint Tenancy

4.2 Fees/Costs.

(a) **Escrow Fees.** The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 120:E

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-152-007
Property Address: 3660 South American Dr. WEST VALLEY CITY UT, 84119
Owner's Address: 4558 West Eagle Park Ln, WEST VALLEY CITY, UT, 84120
Primary Phone: 801-548-9221 Owner's Home Phone: (801)548-9221 Owner's Work Phone:
Owner / Grantor (s): Chharlli Chea and Bounny Mao, Joint Tenancy

SIGNATURE PAGE TO WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Daniel Fochs, through HDR Engineering, Inc., is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Chharlli Chea and Bounny Mao - OWNER(s)

9/28/23
Date

09/28/23
Date

WEST VALLEY CITY

Local Government Authority

Date



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 120:E

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-152-007
Property Address: 3660 South American Dr. WEST VALLEY CITY UT, 84119
Owner's Address: 4558 West Eagle Park Ln, WEST VALLEY CITY, UT, 84120
Primary Phone: 801-548-9221 Owner's Home Phone: (801)548-9221 Owner's Work Phone:
Owner / Grantor (s): Chharlli Chea and Bounny Mao, Joint Tenancy

Exhibit A

(Attach conveyance documents)

EXHIBIT A

Temporary Construction Easement (Individual)

Salt Lake County

Tax ID No.	15-33-152-007
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:120:E

Chharlli Chea and Bounny Mao, joint tenancy, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, 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 known as Lot 50 of the Wright Subdivision Addition No.4 recorded as Entry No. 1262271 of the Salt Lake County Recorder's Office, situate in the SW1/4 NW1/4 and SE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of Lancer Way (3650 South Street) known as Project No. F-2215(1)0. 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 easement are described as follows:

Beginning at the northwest corner of said Lot 50 in the existing southerly right of way line of said Lancer Way; and running along said southerly right of way line the following two (2) courses: (1) thence N.89°53'30"E. 109.95 feet to the beginning of a 25.00-foot radius curve to the right; thence southeasterly 34.75 feet along the arc of said curve through a central angle of 79°38'01" (Note: chord to said curve bears S.50°17'42"E. for a distance of 32.02 feet); thence N.49°57'51"W. 22.49 feet; thence S.89°53'30"W. 33.50 feet; thence S.00°06'30"E. 4.00 feet; thence S.89°53'30"W. 30.00 feet; thence N.00°06'30"W. 3.50 feet; thence S.89°53'30"W. 20.00 feet; thence S.00°06'30"E. 7.00 feet; thence S.89°53'30"W. 9.00 feet; thence N.00°06'30"W. 5.00 feet; thence S.89°53'30"W. 16.00 feet; thence S.00°06'30"E. 5.00 feet; thence S.89°53'30"W. 8.88 feet to a point in the westerly boundary line of said entire tract; thence North 13.50 feet along said westerly boundary line to the point of beginning. The above described easement contains 1,111 square feet or 0.026 acres in area, more or less.

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

(Note: Rotate all bearings in the above description 00°02'23" clockwise to obtain highway bearings.)

STATE OF _____)	_____
) ss.	Chharlli Chea
)	
COUNTY OF _____)	

On this ____ day of _____, in the year 20____, before me personally appeared, Chharlli Chea and Bounny Mao, joint tenancy, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

Bounny Mao

On this ____ day of _____, in the year 20____, before me personally appeared, Chharlli Chea and Bounny Mao, joint tenancy, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

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

Temporary Construction Easement

(Individual)

Salt Lake County

Tax ID No.	15-33-152-007
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:120:E

Chharlli Chea and Bounny Mao, joint tenancy, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, 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 known as Lot 50 of the Wright Subdivision Addition No.4 recorded as Entry No. 1262271 of the Salt Lake County Recorder's Office, situate in the SW1/4 NW1/4 and SE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of Lancer Way (3650 South Street) known as Project No. F-2215(1)0. 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 easement are described as follows:

Beginning at the northwest corner of said Lot 50 in the existing southerly right of way line of said Lancer Way; and running along said southerly right of way line the following two (2) courses: (1) thence N.89°53'30"E. 109.95 feet to the beginning of a 25.00-foot radius curve to the right; thence southeasterly 34.75 feet along the arc of said curve through a central angle of 79°38'01" (Note: chord to said curve bears S.50°17'42"E. for a distance of 32.02 feet); thence N.49°57'51"W. 22.49 feet; thence S.89°53'30"W. 33.50 feet; thence S.00°06'30"E. 4.00 feet; thence S.89°53'30"W. 30.00 feet; thence N.00°06'30"W. 3.50 feet; thence S.89°53'30"W. 20.00 feet; thence S.00°06'30"E. 7.00 feet; thence S.89°53'30"W. 9.00 feet; thence N.00°06'30"W. 5.00 feet; thence S.89°53'30"W. 16.00 feet; thence S.00°06'30"E. 5.00 feet; thence S.89°53'30"W. 8.88 feet to a point in the westerly boundary line of said entire tract; thence North 13.50 feet along said westerly boundary line to the point of beginning. The above described easement contains 1,111 square feet or 0.026 acres in area, more or less.


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

(Note: Rotate all bearings in the above description 00°02'23" clockwise to obtain highway bearings.)

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)


Chharlli Chea

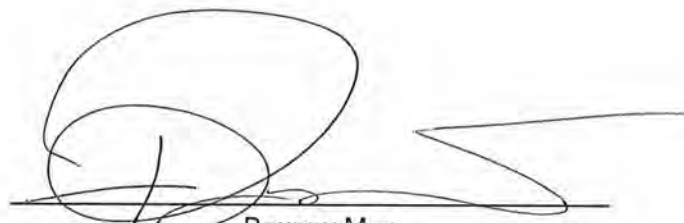
On this 28th day of September, in the year 2023, before me personally appeared, Chharlli Chea and Bounny Mao, joint tenancy, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.


Notary Public




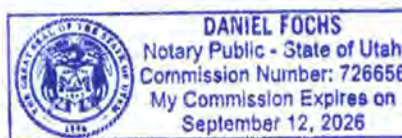
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:120:E

STATE OF Utah)
) ss.
)
 COUNTY OF Salt Lake)


 Bounny Mao

On this 28th day of September, in the year 2023, before me personally appeared, Chharlli Chea and Bounny Mao, joint tenancy, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.


 Notary Public



Item #:	
Fiscal Impact:	\$409.59 (6.77% of actual cost)
Funding Source:	Federal STP Funds
Account #:	45-9610-40750-75276-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Real Estate Purchase Contract and acceptance of a Temporary Construction Easement.

SYNOPSIS:

Jeanie Beth Delaney has signed a Real Estate Purchase Contract and has signed a Temporary Construction Easement and a Public Utility Easement for property located at 3659 S. Bishop Street (15-33-178-001).

BACKGROUND:

The Daniel R. Cotter, III parcel located at 3659 S. Bishop Street is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen Lancer Way and provide for curb, gutter and sidewalk from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on Lancer Way. Compensation for the purchase of the Temporary Construction Easement, Public Utility Easement and improvements is \$6,050.00 and was based upon an administrative compensation estimate prepared by HDR Engineering, Inc.

The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition \$409.59.

RECOMMENDATION:

Accept Temporary Construction Easement, Public Utility Easement and authorize the mayor to execute the Real Estate Purchase Contract. Temporary Construction Easement and Public Utility Easement will be recorded after payment by UDOT.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A
REAL ESTATE PURCHASE CONTRACT AND ACCEPT A PUBLIC
UTILITY EASEMENT AND A TEMPORARY CONSTRUCTION
EASEMENT WITH AND FROM JEANIE BETH DELANEY FOR
PROPERTY LOCATED AT 3659 SOUTH BISHOP STREET.**

WHEREAS, Jeanie Beth Delaney (herein “Owner”) has entered into a Real Estate Purchase Contract for property located at 3659 South Bishop Street that is affected by the Lancer Way Reconstruction Project (herein “Project”); and

WHEREAS, Owner has also signed a Public Utility Easement and a Temporary Construction Easement (the “Documents”), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement with Owner, and to accept the Documents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled “Real Estate Purchase Contract” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 125:E, 125:PUE

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-178-001
Property Address: 3659 South Bishop St WEST VALLEY CITY UT, 84119
Owner's Address: 3659 South Bishop St, WEST VALLEY CITY, UT, 84119
Primary Phone: 801-809-1934 Owner's Home Phone: (801)809-1934 Owner's Work Phone:
Owner / Grantor (s): Jeanie Beth Delaney who acquired title as Jeanie B. Calkin, an unmarried woman

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Jeanie Beth Delaney who acquired title as Jeanie B. Calkin, an unmarried woman ("Owner") agrees to sell to West Valley City ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

- 1. SUBJECT PROPERTY.** The Subject Property referred to in this Contract is identified as parcel numbers 125:E, 125:PUE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.
- 2. PURCHASE PRICE.** The City shall pay and Owner accepts \$6,050 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **Trees (2) in the amount of \$300.00 which is included in the Total Purchase Price.**
- 3. SETTLEMENT AND CLOSING.**
 - 3.1 Settlement.** "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.
 - 3.2 Closing.** "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.
 - 3.3 Possession.** Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.
- 4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.**
 - 4.1 Prorations.** All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or 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, statutory relocations caused by the project, and other related transportation uses.

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 125:E, 125:PUE

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-178-001
Property Address: 3659 South Bishop St WEST VALLEY CITY UT, 84119
Owner's Address: 3659 South Bishop St, WEST VALLEY CITY, UT, 84119
Primary Phone: 801-809-1934 Owner's Home Phone: (801)809-1934 Owner's Work Phone:
Owner / Grantor (s): Jeanie Beth Delaney who acquired title as Jeanie B. Calkin, an unmarried woman

4.2 Fees/Costs.

(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 125:E, 125:PUE

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-178-001
Property Address: 3659 South Bishop St WEST VALLEY CITY UT, 84119
Owner's Address: 3659 South Bishop St, WEST VALLEY CITY, UT, 84119
Primary Phone: 801-809-1934 Owner's Home Phone: (801)809-1934 Owner's Work Phone:
Owner / Grantor (s): Jeanie Beth Delaney who acquired title as Jeanie B. Calkin, an unmarried woman

SIGNATURE PAGE TO WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Daniel Fochs, through HDR Engineering, Inc., is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

Jeanie B. Delaney 10.9.23
100% Jeanie Beth Delaney - OWNER(s) Date Date

WEST VALLEY CITY

Mayor Karen Lang, West Valley City

Date

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 125:E, 125:PUE

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-178-001
Property Address: 3659 South Bishop St WEST VALLEY CITY UT, 84119
Owner's Address: 3659 South Bishop St, WEST VALLEY CITY, UT, 84119
Primary Phone: 801-809-1934 Owner's Home Phone: (801)809-1934 Owner's Work Phone:
Owner / Grantor (s): Jeanie Beth Delaney who acquired title as Jeanie B. Calkin, an unmarried woman

Exhibit A

(Attach conveyance documents)

EXHIBIT A

Temporary Construction Easement

(Individual)

Salt Lake County

Tax ID No.	15-33-178-001
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:125:E

Jeanie Beth Delaney who acquired title as Jeanie B. Calkin, an unmarried woman, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, 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 known as Lot 77 of the Wright Subdivision Addition No.4 recorded as Entry No. 1262271 of the Salt Lake County Recorder's Office, situate in the SW1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of Lancer Way (3650 South Street) known as Project No. F-2215(1)0. 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 easement are described as follows:

Beginning at the northeast corner of said Lot 77 in the existing southerly right of way line of said Lancer Way; and running thence South 14.00 feet along the easterly lot line of said entire tract; thence S.89°53'30"W. 11.62 feet; thence N.00°06'30"W. 5.50 feet; thence S.89°53'30"W. 104.00 feet; thence S.50°16'32"W. 18.04 feet to said southerly right of way line at a point in a 25.00-foot radius non-tangent curve to the right (Note: center bears S.78°34'17"E.); thence along said southerly right of way line the following two (2) courses: (1) thence northeasterly 34.23 feet along the arc of said curve through a central angle of 78°27'26" (Note: chord to said curve bears N.50°39'26"E. for a distance of 31.62 feet); (2) thence N.89°53'30"E. 105.05 feet to the point of beginning. The above described easement contains 1,121 square feet or 0.026 acres in area, more or less.

(Note: Rotate all bearings in the above description 00°02'23" clockwise to obtain highway bearings.)

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

STATE OF _____)
) ss. _____ Jeanie Beth Delaney
)
COUNTY OF _____)

On this ____ day of _____, in the year 20____, before me personally appeared, Jeanie Beth Delaney who acquired title as Jeanie B. Calkin, an unmarried woman, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

Public Utility Easement (Individual)

Salt Lake County	Tax ID No.	15-33-178-001
	PIN No.	18823
	Project No.	F-2215(1)0
	Parcel No.	2215:125:PUE

Jeanie Beth Delaney who acquired title as Jeanie B. Calkin, an unmarried woman, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, hereby DEDICATES a Public Utility Easement (the "Easement") described below for the use and installation of public utility facilities as provided in Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used by all public utilities according to the terms of the PUE Statute.

A public utility easement (P.U.E.), upon part of an entire tract of property known as Lot 77 of the Wright Subdivision Addition No.4 recorded as Entry No. 1262271 of the Salt Lake County Recorder's Office, situate in the SE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, incident to a roadway improvement project, known as Project F-2215(1)0. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns. The boundaries of said easement are described as follows:

Beginning at a point in the existing southerly right of way line of said Lancer Way which point is 5.00 feet S.89°53'30"W. from the Northeast Corner of said Lot 77; and running thence South 14.00 feet; thence S.89°53'30"W. 5.12 feet; thence N.00°06'30"W. 14.00 feet to a point in said southerly right of way line; thence N.89°53'30"E. 5.15 feet along said southerly right of way line to the point of beginning. The above described easement contains 72 square feet or 0.002 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°02'23" clockwise to obtain highway bearings.)

STATE OF _____)
) ss. Jeanie Beth Delaney
)
COUNTY OF _____)

On this ____ day of _____, in the year 20____, before me personally appeared, Jeanie Beth Delaney who acquired title as Jeanie B. Calkin, an unmarried woman, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

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

Public Utility Easement (Individual)

Salt Lake County	Tax ID No.	15-33-178-001
	PIN No.	18823
	Project No.	F-2215(1)0
	Parcel No.	2215:125:PUE

Jeanie Beth Delaney who acquired title as Jeanie B. Calkin, an unmarried woman, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, hereby DEDICATES a Public Utility Easement (the "Easement") described below for the use and installation of public utility facilities as provided in Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used by all public utilities according to the terms of the PUE Statute.

A public utility easement (P.U.E.), upon part of an entire tract of property known as Lot 77 of the Wright Subdivision Addition No.4 recorded as Entry No. 1262271 of the Salt Lake County Recorder's Office, situate in the SE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, incident to a roadway improvement project, known as Project F-2215(1)0. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns. The boundaries of said easement are described as follows:

Beginning at a point in the existing southerly right of way line of said Lancer Way which point is 5.00 feet S.89°53'30"W. from the Northeast Corner of said Lot 77; and running thence South 14.00 feet; thence S.89°53'30"W. 5.12 feet; thence N.00°06'30"W. 14.00 feet to a point in said southerly right of way line; thence N.89°53'30"E. 5.15 feet along said southerly right of way line to the point of beginning. The above described easement contains 72 square feet or 0.002 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°02'23" clockwise to obtain highway bearings.)

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

PIN No.
Project No.
Parcel No.

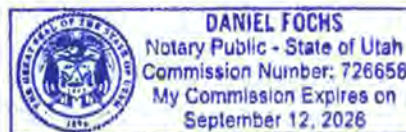
18823
F-2215(1)0
2215:125:PUE

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Jeanie Beth Delaney
Jeanie Beth Delaney

On this 9th day of October, in the year 2023, before me personally appeared, Jeanie Beth Delaney who acquired title as Jeanie B. Calkin, an unmarried woman, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

[Signature]
Notary Public



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

Temporary Construction Easement

(Individual)

Salt Lake County

Tax ID No.	15-33-178-001
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:125:E

Jeanie Beth Delaney who acquired title as Jeanie B. Calkin, an unmarried woman, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, 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 known as Lot 77 of the Wright Subdivision Addition No.4 recorded as Entry No. 1262271 of the Salt Lake County Recorder's Office, situate in the SW1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of Lancer Way (3650 South Street) known as Project No. F-2215(1)0. 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 easement are described as follows:

Beginning at the northeast corner of said Lot 77 in the existing southerly right of way line of said Lancer Way; and running thence South 14.00 feet along the easterly lot line of said entire tract; thence S.89°53'30"W. 11.62 feet; thence N.00°06'30"W. 5.50 feet; thence S.89°53'30"W. 104.00 feet; thence S.50°16'32"W. 18.04 feet to said southerly right of way line at a point in a 25.00-foot radius non-tangent curve to the right (Note: center bears S.78°34'17"E.); thence along said southerly right of way line the following two (2) courses: (1) thence northeasterly 34.23 feet along the arc of said curve through a central angle of 78°27'26" (Note: chord to said curve bears N.50°39'26"E. for a distance of 31.62 feet); (2) thence N.89°53'30"E. 105.05 feet to the point of beginning. The above described easement contains 1,121 square feet or 0.026 acres in area, more or less.

(Note: Rotate all bearings in the above description 00°02'23" clockwise to obtain highway bearings.)

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

PIN No.
Project No.
Parcel No.

18823
F-2215(1)0
2215:125:E

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Jeanie Beth Delaney
Jeanie Beth Delaney

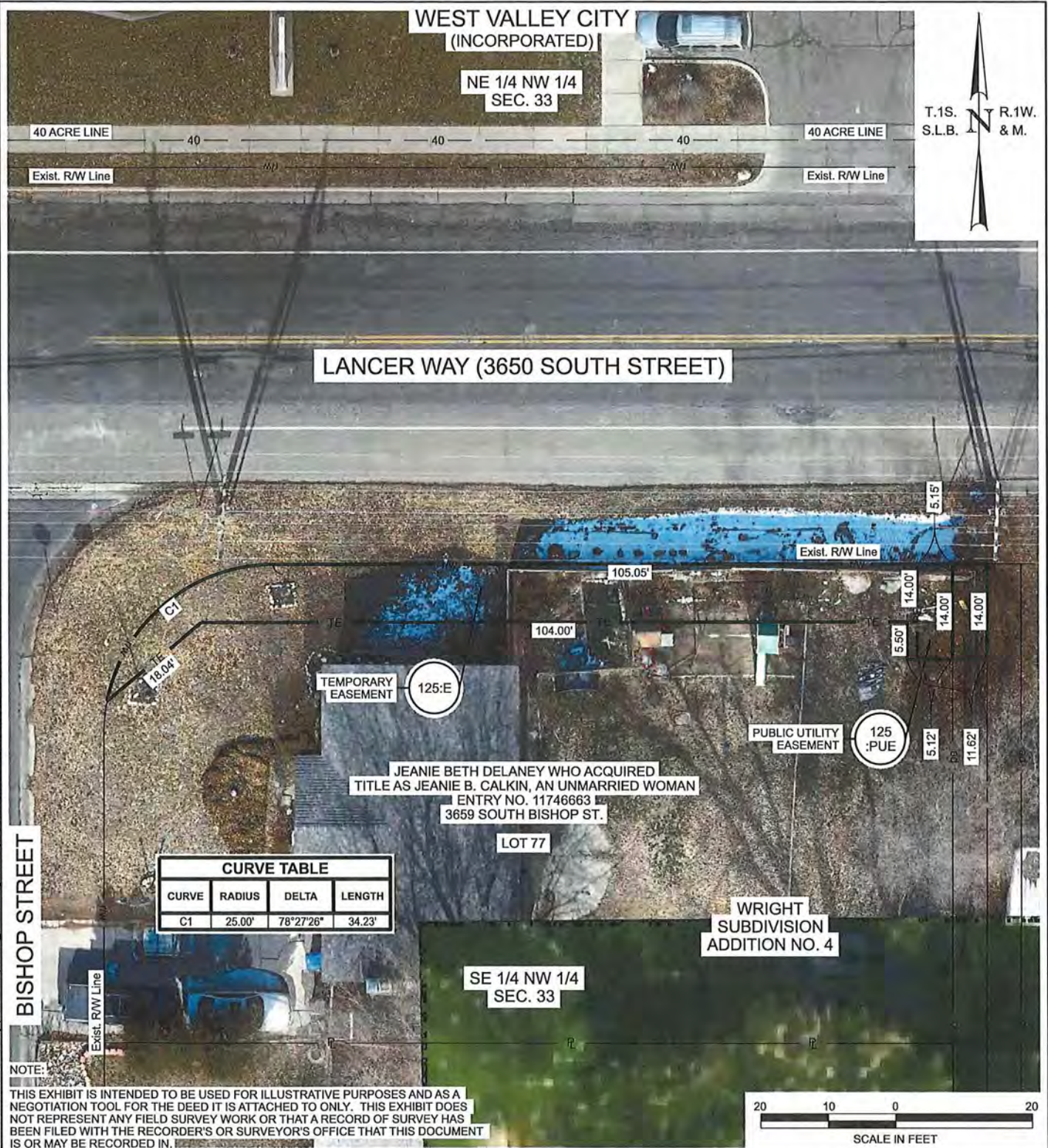
On this 9th day of October, in the year 2023, before me personally appeared, Jeanie Beth Delaney who acquired title as Jeanie B. Calkin, an unmarried woman, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

[Signature]
Notary Public



DGN File: I:\Projects\2022\22255-MWV-HDR-WVC Lancer Way (3650 South)\18823_ConnectRight of Way\Exhibits\125\18823_F-2215(1)0_02P_125_Exhibit-Aerial.dgn

23-AUG-2023



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
125:PUE	JEANIE BETH DELANEY WHO ACQUIRED TITLE AS JEANIE B. CALKIN, AN UNMARRIED WOMAN	0.002	72			PUE	
125:E	JEANIE BETH DELANEY WHO ACQUIRED TITLE AS JEANIE B. CALKIN, AN UNMARRIED WOMAN	0.026	1,121			TEMPORARY	

SHEET NO. 125-EXHIBIT	PARTIAL SUMMARY NO. 02P	PROPERTY OWNER:	JEANIE BETH DELANEY WHO ACQUIRED TITLE AS JEANIE B. CALKIN, AN UNMARRIED WOMAN
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	3659 SOUTH BISHOP ST.
PROJECT NUMBER	F-2215(1)0	PIN	18823

UTAH DEPARTMENT OF TRANSPORTATION	
132	Page 5 of 6
ENGINEERING, INC.	

NE 1/4 NW 1/4
SEC. 33

T.1S. R.1W.
S.L.B. & M.

- 40

- 40

- 41

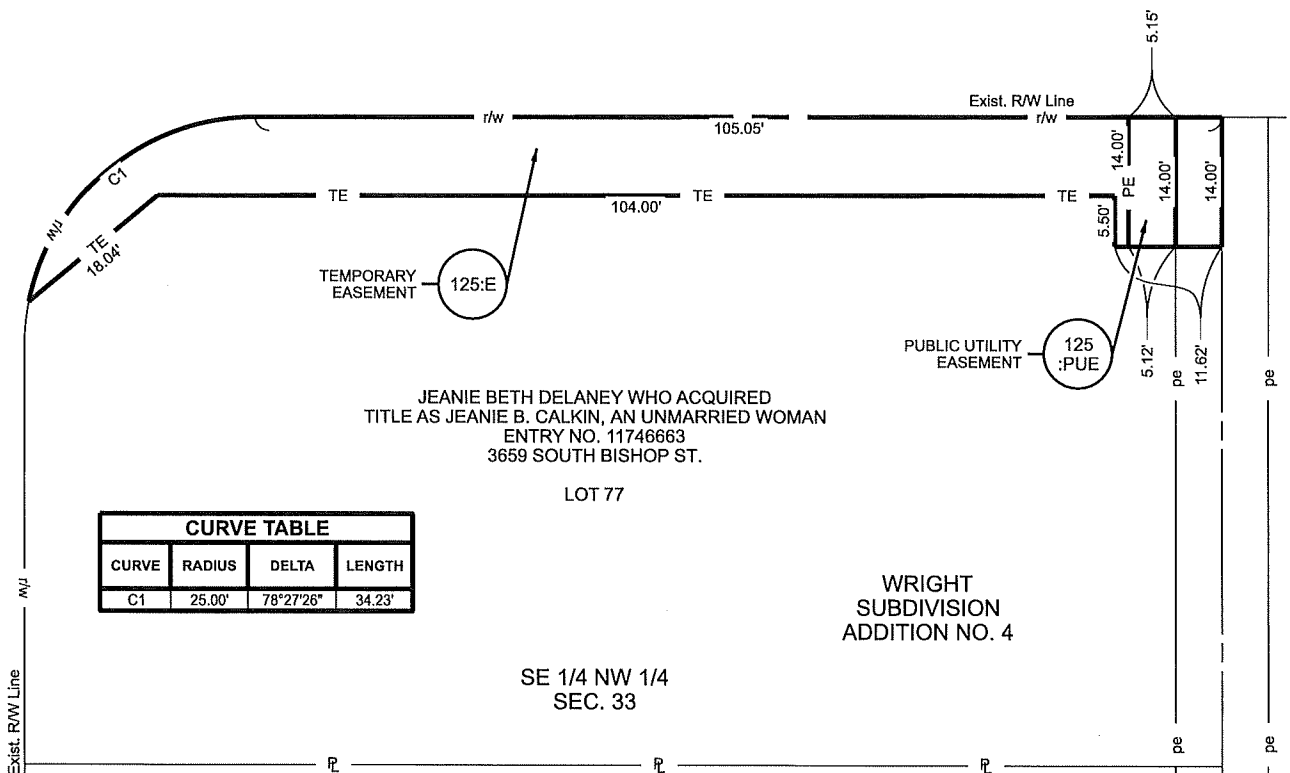
Exist. R/W Line

Exist. R/W Line

M/E

- *M.*

LANCER WAY (3650 SOUTH STREET)



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	25.00'	78°27'26"	34.23'

JEANIE BETH DELANEY WHO ACQUIRED
TITLE AS JEANIE B. CALKIN, AN UNMARRIED WOMAN
ENTRY NO. 11746663
3659 SOUTH BISHOP ST.

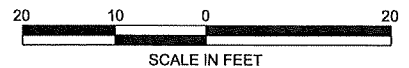
LOT 77

WRIGHT
SUBDIVISION
ADDITION NO. 4

SE 1/4 NW 1/4
SEC. 33

NOTE:

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
125:PUE	JEANIE BETH DELANEY WHO ACQUIRED TITLE AS JEANIE B. CALKIN, AN UNMARRIED WOMAN	0.002	72			PUE	
125:E	JEANIE BETH DELANEY WHO ACQUIRED TITLE AS JEANIE B. CALKIN, AN UNMARRIED WOMAN	0.026	1,121			TEMPORARY	

SHEET NO. 125-EXHIBIT		PARTIAL SUMMARY NO. 02P		PROPERTY OWNER: JEANIE BETH DELANEY WHO ACQUIRED TITLE AS JEANIE B. CALKIN, AN UNMARRIED WOMAN	
PROJECT		3650 SOUTH; 2700 WEST TO 3200 WEST		PROPERTY ADDRESS: 3659 SOUTH BISHOP ST.	
PROJECT NUMBER		F-2215(1)0	PIN	UTAH DEPARTMENT OF TRANSPORTATION 133 Page 66 of 16 MEMPHIS ENGINEERING, INC.	

Item #:	
Fiscal Impact:	\$0.00
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution authorizing the execution of a Delay Agreement with the Lyle R. Moody and Dawna L. Moody Mokuleia Property Trust for property located at 6778 W SR 201 North Frontage Road.

SYNOPSIS:

An agreement to delay the installation of improvements required by city subdivision ordinance.

BACKGROUND:

The Moody Subdivision is a 9-lot commercial subdivision with frontage on the SR-201 North Frontage Road near 6778 West. Sidewalk, curb, gutter, and streetlights do not exist in the area. The lack of storm drain infrastructure has resulted in the approval of delay agreements for several parcels within the area.

There is anticipation of a future roadway project along the North Frontage Road that would include a storm drain system and enable the improvements to be constructed. Completing all right-of-way infrastructure along the frontage road at the same time, as part of a larger project, will ensure the improvements are built at the correct location and elevation. The North Frontage Road project is not currently funded and will require extensive coordination with UDOT to finalize a design for the road. Due to the risk of constructing improvements in the wrong location, and the lack of a drainage system to accommodate storm water runoff, staff is recommending the approval of a delay agreement.

RECOMMENDATION:

Approve the delay agreement between Lyle R. Moody and Dawna L. Moody Mokuleia Property Trust, and West Valley City.

SUBMITTED BY:

Coby Wilson, P.E., City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO APPROVE A
DELAY AGREEMENT WITH THE LYLE R. MOODY AND
DAWNA L. MOODY MOKULEIA PROPERTY TRUST TO
DELAY CERTAIN IMPROVEMENTS AT 6778 WEST SR-201
NORTH FRONTAGE ROAD.**

WHEREAS, the Lyle R. Moody and Dawna L. Moody Mokuleia Property Trust (“Owner”) is the owner of certain property located at 6778 West SR-201 North Frontage Road (the “Property”); and

WHEREAS, the City Code requires that certain improvements be completed adjacent to the Property unless a delay agreement is executed; and

WHEREAS, a delay agreement would permit time for future development and ensure that the improvements adjacent to the Property are completed in a consistent manner; and

WHEREAS, a delay agreement (the “Agreement”) has been prepared by and between the City and Owner setting forth the terms on which the improvements adjacent to the property may be delayed; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the delay agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the above-referenced document entitled “West Valley City Delay Agreement For Completion of Improvements” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute, and the City Recorder is authorized to record, the Agreement for and on behalf of West Valley City, subject to final approval of the Agreement by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

John Moody

Parcel I.D. #: 14-22-200-012

**WEST VALLEY CITY
DELAY AGREEMENT FOR COMPLETION OF IMPROVEMENTS**

THIS AGREEMENT, (herein "Agreement"), is entered into this 2nd day of October, 2023

******* PARTIES *******

"APPLICANT": Lyle R. Moody and Dawna L. Moody Mokuleia Property Trust

a(n): ☐ individual ☐ corporation ☐ partnership ☐ limited liability company ☒ trust ☐ other

Address: 6778 W 2100 S

City: West Valley West State: UT Zip: 84128

Contact: John Moody

Telephone: 801 633 0888

Email: jmoody@mokumoa.com

"CITY": West Valley City, a municipal corporation of the State of Utah,
Address: 3600 S. Constitution Boulevard, West Valley City, Utah 84119
Telephone: (801) 963-3318
Facsimile: (801) 963-3540

PROCESSING FEE – This s a non-refundable fee to be paid at the time AGREEMENT is submitted (**CHECK ONE**):

 X \$300 – Commercial
 \$100 – Residential

This Box For City Use Only		
<input type="checkbox"/> Fee Paid	Agreement ID #	Check #:

* * * * * RECITALS * * * * *

WHEREAS, APPLICANT desires to execute the following type of Delay Agreement (**CHECK ONE**):

X Delay Agreement for off-site improvements
 _____ Delay Agreement for on-site improvements
 _____ Other (explain): _____

with the CITY for Moody Subdivision
 (DESCRIPTION OR NAME OF PROJECT)

located at 6778 W 2100 S, West Valley City, Utah
 (ADDRESS OF PROJECT)

the legal description of land contiguous to where the improvements described below are to be installed and/or constructed must be provided (**CHECK ONE**):

X more particularly described in Exhibit A attached hereto and incorporated herein by reference;
 - or -
 _____ more particularly described as follows, to wit: _____

WHEREAS, prior to the actual issuance of any permit(s)/approval(s), APPLICANT is required to complete this Agreement, which will delay the installation of the following improvements (**CHECK ONE**):

X described in Exhibit B, attached hereto and incorporated herein by this reference;
 - or -
 _____ described as follows: _____

WHEREAS, CITY cannot grant said permit(s) and/or approval(s) until APPLICANT agrees to the conditions set forth hereunder regarding the above-described improvements.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. CITY agrees to permit APPLICANT (CHECK ONE OF THE FOLLOWING):

X to defer completion of the improvements until such time as written notice is sent to APPLICANT demanding installation and/or completion of any or of all the improvements; or, to reimburse CITY for CITY's installation and/or completion of the improvements at such time as CITY, through written notice to APPLICANT, demands reimbursement.
 - or -
 _____ Other (explain): _____

2. Unless otherwise expressly agreed in paragraph 1 above, CITY may require any or all of the improvements to be partially or wholly completed, in any order or pursuant to any timetable deemed appropriate by CITY.
3. Installation of the improvements by APPLICANT shall commence within 30 days of the date of the written notice or other time mentioned in paragraph 1 above, and shall be completed within 90 days of the date of the written notice.
4. The cost of the improvements and their installation and completion shall be completely and wholly borne by APPLICANT.
5. APPLICANT shall not be relieved from the obligation to install the improvements until such installation has been performed to the satisfaction of CITY.
6. Notwithstanding the provisions set forth above, if prior to the deferred time period set out in paragraph 1 above APPLICANT applies to CITY for approval to develop the property adjacent to the property described above, CITY may require said deferred improvements to be installed at the same time approval is given to develop the adjacent property.
7. If APPLICANT sells or leases property adjacent to the property described above and the buyer or lessee applies to CITY for approval to develop the adjacent property, CITY may require the improvements to be installed at the same time approval is given to develop the adjacent property.
8. The parties expressly agree that CITY may at any time, at its option, install and/or complete the improvements. Should CITY exercise its option, APPLICANT shall reimburse to CITY, within 30 days of the date mentioned in paragraph 1 above, all costs resulting from said installation and/or completion.
9. Should APPLICANT fail to install and complete the improvements as required by CITY pursuant to the terms of this Agreement or reimburse CITY as herein agreed, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, APPLICANT recognizes CITY's right to recover the costs necessary to install the improvements or obtain reimbursement therefore through foreclosure proceedings on the property described above.
10. If a special improvement district is proposed, which district would in whole or in part finance the installation of any or of all the improvements required under this Agreement, APPLICANT expressly agrees not to oppose the forming of the special improvement district or the cost thereof. APPLICANT expressly acknowledges that its obligation for completion of or reimbursement for any improvements which are the subject of this Agreement, but are not or will not be installed as part of the special improvement district, shall not be affected by said special improvement district.
11. Any and all of the obligations of APPLICANT as outlined in this Agreement shall run with the land described above and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors-in-interest, assigns, transferees, and any subsequent purchaser of the parties.
12. In the event CITY commences legal action to enforce or interpret any term of this Agreement, CITY shall be entitled to recover from APPLICANT reasonable attorney's fees, court costs, and any other costs in connection with said action.
13. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.

***** SIGNATURE REQUIREMENTS *****

1. **SIGNATURE(S) FROM A CORPORATION.** If Applicant is a Corporation, this Agreement shall be signed by the President. If someone other than the President signs on behalf of the company, a "Corporate Resolution" must be attached, and should verify that the person signing the agreement can bind the corporation.
2. **SIGNATURE(S) FROM A PARTNERSHIP.** If Applicant is a Partnership, this agreement shall be signed by the General Partner.
3. **SIGNATURE(S) FROM A LIMITED LIABILITY COMPANY.** If Applicant is a Limited Liability Company, this Agreement shall be signed by a Managing Member. CITY may request a copy of the Articles of Organization.
4. **SIGNATURE(S) FROM A TRUST.** If Applicant is a trust, this Agreement shall be signed by a Trustee.

WHEREUPON, the parties hereto have set their hands the day and year first above written.

“APPLICANT”

By: _____

Print Name: _____

Title: _____

(Signature must be notarized on pages following.)

“CITY”

MAYOR

CITY MANAGER

ATTEST:

CITY RECORDER

APPROVED AS TO CONTENT:

By: _____
CITY Department

Date

APPROVED AS TO FORM:

By: _____
CITY Attorney’s Office

Date

APPLICANT NOTARIZATION**(Notary must complete the correct certificate)****COMPLETE ONLY IF APPLICANT IS AN INDIVIDUAL**

State of _____)
:ss
County of _____)

On this _____ day of _____ 2023 , personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

Notary Public

EXHIBIT A

MAIL TAX NOTICE TO
Grantee(s)
6778 West 2100 South
Salt Lake City, UT 84128

13924536 B: 11324 P: 3685 Total Pages: 2
04/01/2022 03:56 PM By: zjorgensen Fees: \$40.00
WD- WARRANTY DEED
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: BACKMAN OREM
5255 EDGEWOOD DRIVE, #150PROVO, UT 84604

WARRANTY DEED
(CORPORATE FORM)

Order No. 5-114295

Woodward & Moody, Ltd, a Hawaii Corporation a corporation organized and existing under the laws of the State of Hawaii with its principal office at **6778 West 2100 South, Salt Lake City, UT 84128**, of County of Salt Lake, State of Utah, Grantor(s) hereby CONVEYS AND WARRANTS TO

Lyle R. Moody, as Trustee of The Lyle R. Moody and Dawna L. Moody Mokuleia Property Trust dated December 10, 1992 Grantee(s)

of **Salt Lake City**, County of **Salt Lake**, State of **UT**, for the sum of Ten Dollars and Other Good and Valuable Consideration the following tract of land in **Salt Lake County**, State of **UTAH**, to-wit:

BEGINNING AT A POINT THAT LIES NORTH 00°09'46" WEST 1650.000 FEET ALONG THE QUARTER SECTION LINE (BASIS OF BEARINGS IS NORTH 89°46'04" EAST BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN) FROM THE CENTER OF SAID SECTION 22 AND RUNNING THENCE NORTH 89°52'05" EAST 417.620 FEET; THENCE SOUTH 00°09'46" EAST 955.556 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORTH FRONTAGE ROAD OF STATE ROUTE 201 AND A POINT ON A 5557.980 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 25°13'36" WEST); THENCE ALONG THE SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING (2) COURSES: (1) ALONG ARC OF SAID CURVE 414.155 FEET THROUGH A CENTRAL ANGLE OF 04°16'10" TO A POINT OF COMPOUND CURVATURE WITH A 3789.710 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 20°57'26" WEST); (2) ALONG THE ARC OF SAID CURVE 38.730 FEET THROUGH A CENTRAL ANGLE OF 00°35'08" TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH 00°09'46" WEST 1130.660 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

Parcel No.: **14-22-200-012**

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

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

In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 1st day of April, 2022.

Attest:

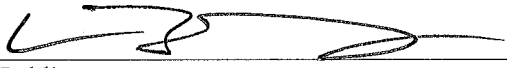
Woodward & Moody, Ltd, a Hawaii Corporation

Secretary

By: **John Moody**
Its: **President**

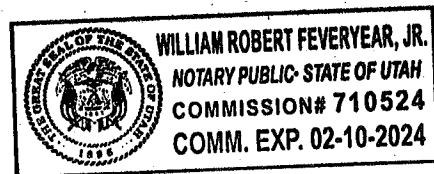
STATE OF Utah)
) SS.
County of Utah)

The foregoing instrument was acknowledged before me this 1st day of April, 2022
By John Moody
the President of Woodward & Moody, Ltd, a Hawaii Corporation



Notary Public
My Commission Expires: 02/10/2024

Residing at: Ph, ut



‘Exhibit B’

Delay Agreement

2 October 2023

Property Owner: Lyle R. Moody and Dawna L. Moody Mokuleia Property Trust

Contact: John Moody

Property Location: 6778 W 2100 S, West Valley City, Utah

CURB & GUTTER: 447 Lineal Ft. of 30” curb and gutter

SIDEWALK: 447 Lineal Ft. of 5’ sidewalk

STREET LIGHTING: (4) Street light Per WVC Standards

ASPHALT WIDENING: 10' asphalt widening

Concrete Drive Approach: (2) Per WVC Standards

Parcel # 14-22-200-012

MOODY SUBDIVISION



Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account #: _____ N/A
Neighborhood: _____ N/A
Budget Opening Required: ☐

ISSUE:

Application: #GPZ-8-2023
Applicant: Lieu Tran
Location: 7007 West Apaloosa Drive
Size: 5.91 acres

SYNOPSIS:

A General Plan change from Parks and Open Space Existing to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing).

BACKGROUND:

The intended development for this property is a mix of 35,000 square feet of self-storage space, 30,000 square feet of flex space, and 4,000 square feet of office. Access would be gained primarily from Beagley Road by crossing the Riter Canal. Apaloosa Drive would provide secondary access.

The following list of current conditions may warrant consideration of M zoning on the subject property:

- The Northwest Economic Development Area (EDA), which was created in 2012, includes the subject property. The Northwest EDA covers approximately 1,000 acres in the northwest part of the City and makes available incentives for commercial development.
- The Magna Water property to the south and east includes wells and a water treatment facility. These uses will likely remain in perpetuity with no chance of having connecting roads to the subject parcel.
- The Western Mobile Estates mobile home park to the west has only one access, Apaloosa Drive, to 7200 West. Given that there are already 144 mobile homes with only one access, additional homes on the subject parcel would not be allowed without another access.
- There are large, distribution warehouses that are part of the ARA Industrial Park on the north side of Beagley Road.

RECOMMENDATION:

The Planning Commission recommends approval.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM PARKS AND OPEN SPACE EXISTING TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 7007 WEST APALOOSA DRIVE ON 5.91 ACRES.

WHEREAS, the West Valley City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed General Plan amendment pursuant to Chapter 9 of Title 10, Utah Code Annotated 1953, as amended, and the West Valley City Zoning Ordinance; and

WHEREAS, a public hearing before the City Council of West Valley City was held after being duly advertised as required by law; and

WHEREAS, the City Council of West Valley City finds that such General Plan amendment should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah that the General Plan be amended as follows:

SECTION 1. GENERAL PLAN AMENDMENT.

The property described in Application #GPZ-8-2023, filed by Lieu Tran, and located at 7007 West Apaloosa Drive within West Valley City, is hereby amended by reclassifying the following described property from Parks and Open Space Existing to Light Manufacturing. Said property is more particularly described as follows:

Parcel #: 14-22-376-008

SECTION 2. GENERAL PLAN MAP AMENDMENT.

The West Valley City General Plan Map shall be amended to show the change.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately upon posting, as required by law.

DATED this ____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 7007 WEST APALOOSA DRIVE ON 5.91 ACRES FROM A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) TO M (MANUFACTURING)

WHEREAS, the West Valley City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to Chapter 9 of Title 10, Utah Code Annotated 1953, as amended, and the West Valley City Zoning Ordinance; and

WHEREAS, a public hearing before the City Council of West Valley City was held after being duly advertised as required by law; and

WHEREAS, the City Council of West Valley City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah:

SECTION 1. ZONING CHANGE.

The property described in Application #GPZ-8-2023, filed by Lieu Tran, and located at 7007 West Apaloosa Drive within West Valley City, is hereby classified from zone A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing), said property more particularly described as follows:

Parcel #: 14-22-376-008

SECTION 2. ZONING MAP AMENDMENT.

The West Valley City Zoning Map shall be amended to show the change.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately upon posting, as required by law.

DATED this _____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

GPZ-8-2023 MINUTES
SEPTEMBER 13, 2023 PLANNING COMMISSION PUBLIC HEARING

GPZ-8-2023

Lieu Tran

7007 West Apaloosa Drive

General plan change from Parks and Open Space Existing to Light Manufacturing and zone change from A-1 to M

5.91 acres

Lieu Tran has submitted a General Plan/zone change application for a 5.91-acre parcel located at 7007 West Apaloosa Drive. The property is currently zoned A-1 (Agriculture, minimum lot size 1 acre) and the current General Plan designation is Parks and Open Space Existing. The current General Plan designation is in place because this property used to be part of the mobile home park to the west and was used as recreation space for the mobile home park residents. The proposed zone is M (Manufacturing) and the proposed General Plan designation is Light Manufacturing. The property includes a manufactured home along the west side that is accessed from Apaloosa Drive.

Surrounding zones include A-1 to the east and most of the south, RMH (Residential Mobile Home) to the west and remaining south portion, and M to the north. Surrounding land uses include largely vacant property owned by Magna Water to the south and east; the Western Mobile Estates mobile home park to the south; and the Riter Canal, Beagley Lane, and the ARA Industrial Park to the north. The property includes a manufactured home along the west side that is accessed from Apaloosa Drive.

Development Proposal

The intended development for this property is a mix of 35,000 square feet of self-storage space, 30,000 square feet of flex space, and 4,000 square feet of office. Access would be gained primarily from Beagley Road by crossing the Riter Canal. Apaloosa Drive would provide secondary access.

Self-storage facilities, warehouses, and light industrial require a conditional use permit within the M zone whenever these uses are adjacent to a residential use, residential zone, or agricultural zone. If this application is approved, a conditional use permit will be required given the neighboring A-1 zoning.

The applicant provided the following justification for the proposed changes:

“There is M Zoning to the north with several large distributions buildings. Manufacturing would be a logical use for the property. Other surrounding land uses include a mobile home park, a mobile homes subdivision and a single family detached subdivision to the northwest across Beagley Road. Magna Water Company owns the wetlands to the south and east. The property owner wishes to build a self storage facility and flex space for

manufacturing uses. The residential areas near the property would benefit from the self storage units, especially those residents in mobile homes. Beagley Road, a busy street that serves both industry and residential, provides good access to all planned manufacturing uses. Flexspace provides new or small manufacturing businesses with a space to grow. Home startup businesses often expand through renting flexspace. Flexspace has the ability to grow or shrink with a businesses need and ability to pay. It has created the opportunity for many entrepreneurs to start a business with minimal initial capital investment. There is water and sewer available in Beagley Road.”

Issues to Consider

Since the adoption of the City’s first General Plan in the 80’s, the Riter Canal has been the dividing line between industrial uses to the north and residential uses to the south in the northwest part of the City. However, much has changed in the northwest part of the City since the 80’s. The following list of current conditions may warrant consideration of M zoning on the subject property:

- The Northwest Economic Development Area (EDA), which was created in 2012, includes the subject property. The Northwest EDA covers approximately 1,000 acres in the northwest part of the City and makes available incentives for commercial development.
- The Magna Water property to the south and east includes wells and a water treatment facility. These uses will likely remain in perpetuity with no chance of having connecting roads to the subject parcel.
- The Western Mobile Estates mobile home park to the west has only one access, Apaloosa Drive, to 7200 West. Given that there are already 144 mobile homes with only one access, additional homes on the subject parcel would not be allowed without another access.
- There are large, distribution warehouses that are part of the ARA Industrial Park on the north side of Beagley Road.

Access

If the Commission believes M zoning is appropriate here, the primary access would need to be off of Beagley Road. This will require the applicant to obtain permission to build a bridge over the Riter Canal. If this application is approved, access to the site will need to be addressed as part of the conditional use permit.

Staff Alternatives:

1. Approval. This application should be approved.
2. Continuance. This application should be continued for reasons determined during the public hearing.

3. Denial. Industrial uses should not be developed on the south side of the Riter Canal.

Discussion: Steve Pastorik presented the application. He pointed out that the City has used the Riter Canal as the dividing line between industrial and residential zoning. However, over time, there have been many changes to the area. Steve explained that Magna Water owns the wetland property to the south and west of the subject property and this property will most likely remain that way since it is a public utility. He noted that Magna Water has water wells accessing the groundwater on the property. Steve said running roads through Magna's property to access the subject property is unlikely. He stated that if this parcel were to develop residentially, a single access from the mobile home park to the west would not be sufficient. Steve explained that one access would need to come from the north through developed industrial property, which is not ideal.

Stephen McCutchan, Land Planner, said the applicant requested he speak on her behalf. He stated that they feel this application is logical and sensible for this area, and he is happy to answer any questions.

Commissioner Woodruff said he feels the applicant has done well with this application, especially where the property is challenging to develop.

Motion: Commissioner Woodruff motioned to approve GPZ-8-2023.

Commissioner Lovato seconded the motion.

Vote: Commissioner Lovato	Yes
Chair Fuller	Yes
Commissioner Wood	Yes
Commissioner Woodruff	Yes
Commissioner McEwen	Yes

Unanimously – GPZ-8-2023 – Approved



Stephen G. McCutchan
Land & Community Planner
PO Box 382 Draper, UT 84020
(801) 557-6945
stevemplan@gmail.com

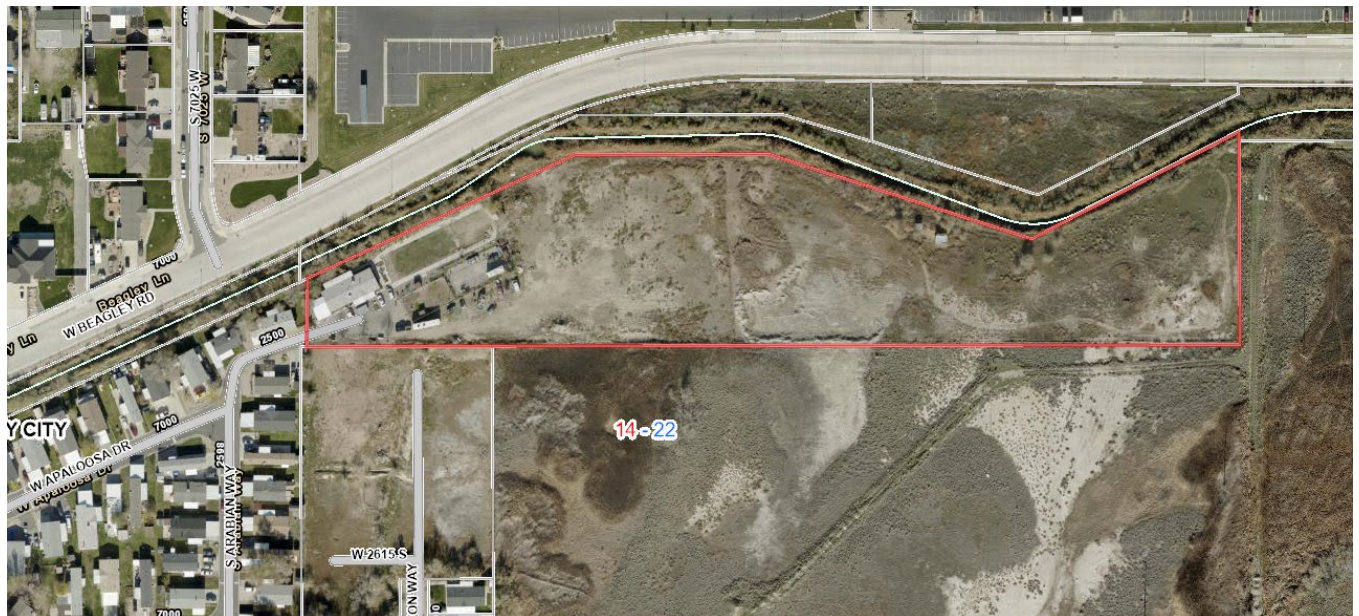
August 10, 2023

Re: General Plan/Zone Change Amendment Application Background

7007 Series Of Chinita, LLC requests a general plan/zone change amendment on 5.91 Acres at 7007 Apaloosa Drive in West Valley City. The change would be from Parks and Open Space Existing to Light Manufacturing and A-1 to M, respectively.

With the application, we have submitted a Concept Plan. Some explanation of the recent history of our efforts to prepare the Concept Plan is required to understand aspects of the plan, notably access.

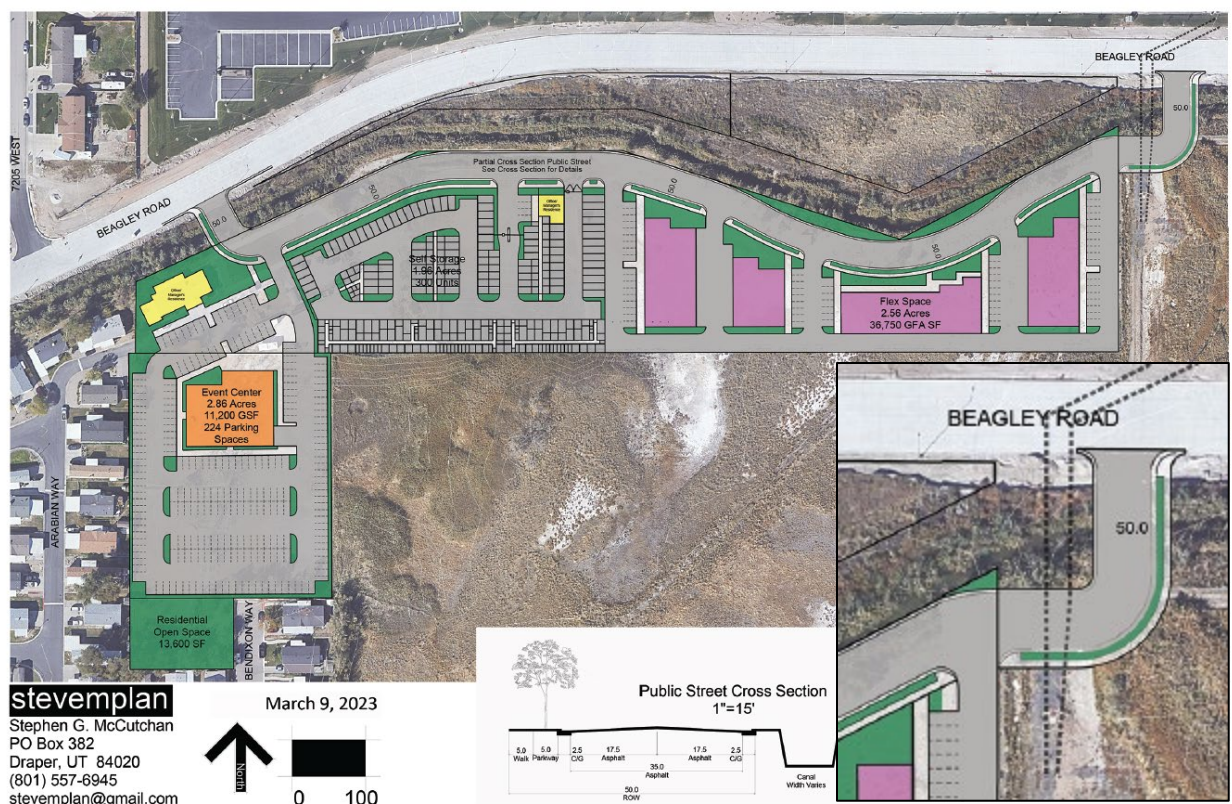
The property is 5.91 Acres, located at 7007 Apaloosa Drive. The property is primarily landlocked except for access from a private street, Apaloosa Drive, located in the Western States mobilehome park, and 190 feet of frontage on Beagley Road that the Riter Canal separates. There is a residence on the property.



PROPERTY ACCESS

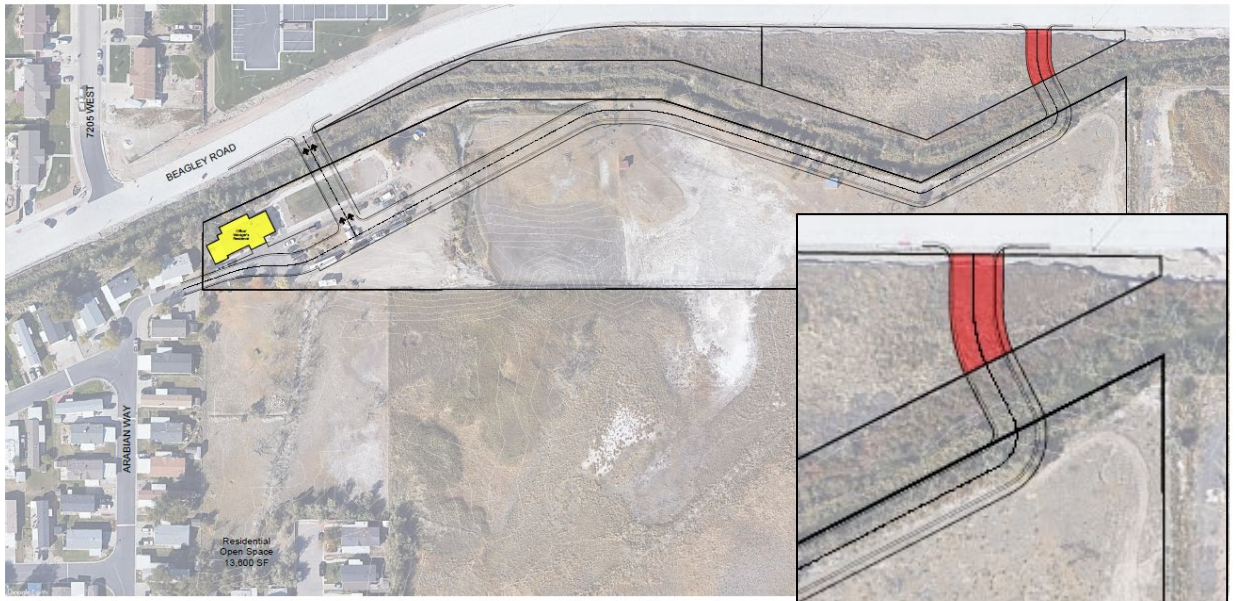
During the past year, we have tried to secure a second point of access to the property. We can access Beagley Road within the 190 feet of frontage, but a second access would require crossing one of three private properties.

1. The logical location for a second point of access would be across Parcel 14223760080000, a 1.22 Acre parcel located north of the east half of our property. We attempted to contact the property owner, Natomas Meadows, LLC, without success.
2. Subsequently, we contacted Magna Water Company and had several meetings with their engineering staff. We submitted a proposal shown in the following exhibit. The inset figure shows our street proposal crossing the northwest corner of the Company's property. After considering our proposal, the Company decided against granting us right-of-way.



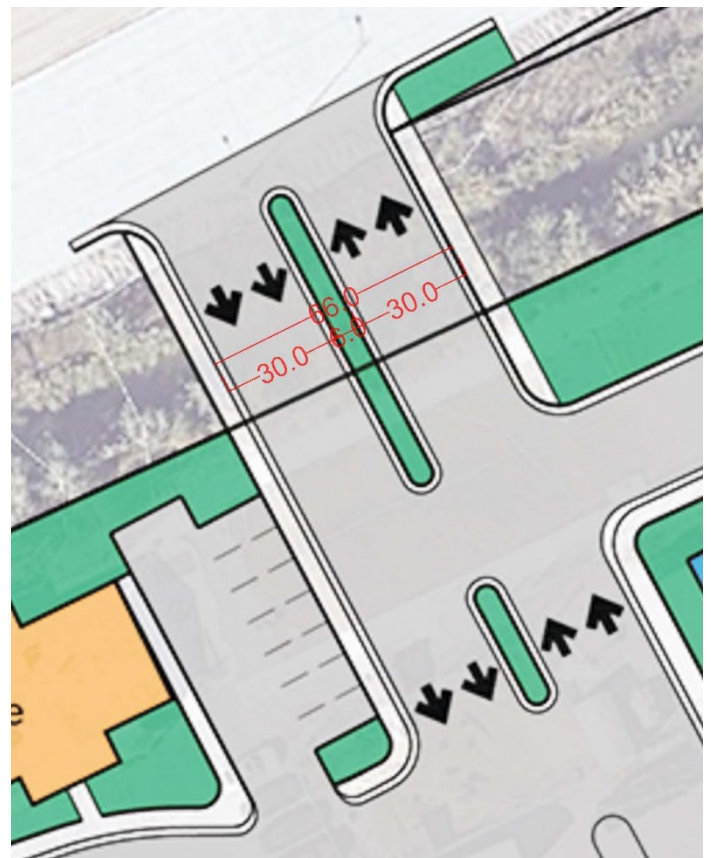
- Our third proposal was again to Natomas Meadows, LLC. This time we were successful in contacting them. We proposed to purchase either an easement or

their entire property. We submitted to them the following graphic showing the street crossing their property. After considering our proposal, they declined.



With our options to secure a Beagley Road second access exhausted, we designed a single access point that could function as two access points in an emergency. As shown in the figure at right, we propose two access drives divided by a raised median, each with two lanes of travel, a total back of curb width of 66 feet. On each side of the raised median there is 30 feet back of curb to back of curb.

Understanding that this is a unorthodox alternative, we asked Hales Engineering, a respected traffic engineering firm, to review and comment on our proposal. Their study is attached.



Their study conclusions are the following.

Conclusions

The findings of this study are as follows:

- The proposed development includes 300 self-storage units and 40,000 square feet of manufacturing space. It is anticipated that the project will have one primary access onto Beagley Road and one emergency access to the west of the site onto Appaloosa Drive.
- It is anticipated that the proposed project will generate approximately 790 trips on an average weekday, including 62 trips during the morning peak hour, and 64 trips during the evening peak hour.
- The proposed access onto Beagley Road is anticipated to operate to have minimal impact to operations on Beagley Road and will have sufficient capacity to accommodate the demands of the project traffic and heavy vehicles that will access the project site.

There is an additional ingress/egress to and from the property. City Engineering Staff requested that we leave the access to Appaloosa Drive open and accessible to the mobilehome park residents. Currently, the Western States mobilehome park has a single point of ingress/egress. This would give mobilehome park residents a second point of ingress/egress.

CONCEPT PLAN USES AND DESIGN

We are proposing rezoning to M (Manufacturing) Zone. The uses of the property would need to be those permitted in the M Zone. The Concept Plan shows three (3) uses – Office, Self-Storage and Flex Space.



The Concept Plan is subject to change regarding both land uses and design. These are the land uses and design that the property owner contemplates now. All land uses and design of the property will require City approval.

Land Uses

Three (3) land uses are contemplated at this time – Office, Self-Storage and Flex Space.

Office

There is an existing residence on the property. The owner intends to convert this building for office use. The building is roughly 3,800 square feet.

Professional offices are a permitted use in the M Zone.

Self-Storage

Self-storage uses are usually permitted in the M Zone, but it is a conditional use because the property is adjacent to both residential and agricultural zoned land.

Roughly 35,000 square feet, or about 300 units, are shown on the Concept Plan. The facility would be enclosed with a wall and include two gates, an entrance and an exit. There is also an office/manager's residence.



Example self-storage frontage and entrance.

Flex Space

Flex space buildings are, by design, “flexible” and allow for a wide range of office, manufacturing and warehouse uses. They can be used for many purposes and are easier to retrofit to meet a company’s needs than typical warehouse buildings. This flexibility is ideal for many uses requiring office space with a manufacturing or warehouse component. Flex buildings usually have a slightly lower ceiling clear height (14 – 24 ft

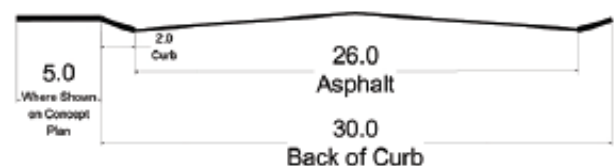
clear) and a larger percentage of office space than typical manufacturing or distribution warehouse buildings.

Roughly 30,000 square feet of flex space is contemplated in four buildings. Each building would have a front entrance and parking area and a rear delivery area with roll-up truck doors. The following photo is an example of current flex space exterior design.



Circulation Design

All streets within the development would be private. No parking would be permitted along the interior streets. The office, self-storage and flex space areas will have private drives with off-street parking.



Private Street Section

The private street cross-section is on the right.

Landscaped Setbacks

The M Zone requires a 20-foot setback between M Zone uses and residential and agricultural zoned land and residential uses. The landscaping along the south and east boundaries is this setback.

Very truly,

A handwritten signature in black ink, appearing to read 'Stephen G. McCutchan', with a long horizontal flourish extending to the right.

Stephen G. McCutchan



Stephen G. McCutchan
Land & Community Planner
PO Box 382 Draper, UT 84020
(801) 557-6945
stevemplan@gmail.com

September 27, 2023

Honorable Mayor and
Members of the City Council
3600 South Constitution Boulevard
West Valley City, UT 84119

Re: Response to Study Session Comments: GPZ-8-2023

Filed by Lieu Tran, Requesting a General Plan Change from Parks and Open Space Existing to Light Manufacturing and a Zone Change from A-1 (Agriculture, Minimum Lot Size 1 acre) to M (Manufacturing) for Property Located at 7007 West Apaloosa Drive.

Executive Summary

- Private property should not be designated as Parks and Open Space Existing. The designation should be reserved for government-owned property. If a property owner requests a change from Parks and Open Space Existing, the City is obligated to designate the property with a designation that allows development.
- Most of the area's open space/wetlands City-owned property is separated from the subject property by Magna Water Company-owned land.
- A 2.36-acre parcel is located along the southwest boundary of the subject property. The applicant petitioned the City to purchase the property to include in the development. The City stated that the terms of the property acquisition did not allow it to be sold to a private party.
- Per City Staff's request, the subject property development will provide a second access point to the Western Mobile Estates Mobilehome Park. Because of the narrow private drive and ten (10) speed bumps, it is improbable that manufacturing traffic from the subject property will travel through the mobilehome park.

- Due to the inability to secure access across adjoining properties, a single, separated access point to and from Beagley Road will be designed that, in an emergency, can be two points of egress. We submitted a traffic study that the single, separated access could act as two egress points in an emergency.
 - We believe our request is a logical and sensible extension of the M Zone to the subject property.
-

On behalf of Lieu Tran, I wanted to respond to comments made by the City Council at the September 26, 2023 Study Session. We believe that some explanation will assist the City Council in understanding the circumstances by which the General Plan Amendment / Zone Change application was filed.

Private Property Designated at Parks and Open Space Existing on the General Plan

The subject property is designated as Parks and Open Space Existing. A council member asked questions about the designation and the City property owned near the subject property, that is open space and wetlands. The council member expressed concern about removing land from the Parks and Open Space Existing designation.

We are concerned about the statements made at the meeting for the following reasons:

Designating private property as Parks and Open Space Existing equals condemning private property.

If a private property owner requests the City to change the designation from Parks and Open Space Existing, then the City is obligated to either (1) change the designation to an appropriate use for development or (2) purchase the property.

The property owner, Lieu Tran, is not interested in selling the property.

City-Owned Property Close to the Subject Property

There was discussion about City-owned property close to the subject property. There are two areas of property. First, a large area east of the subject property that is wetlands and second, 2.36 Acres located along the southwest corner of the subject

property. The figure below identifies the subject property (outlined in yellow) and the two City-pwned properties.



The large area east of the subject property, shown in orange, is separated from the subject property by the Magna Water Company property.

It was stated at the meeting that the City had not contacted Magna Water Company about tying in proposed trails on the City's large property to Magna Water Company's property. It was also said that there was doubt that the Magna Water Company would allow public access to their property.

The applicant, Lieu Tran, contacted the City Administrative Office about purchasing the 2.36-acre city-owned property shown in red. She had hoped to include it in the development of the subject property. The City Administrative Office said that because of the terms of the property acquisition, they could not sell the property to a private party.

The development of the subject property will have no impact on either City-owned properties.

The applicant will contact the Magna Water Company and share their plans to develop the subject property and make reasonable revisions to accommodate Magna Water Company's comments.

Discussion About Traffic Connection Between Subject Property and Western Mobile Estates Mobilehome Park

Currently, there is a single house on the subject property with its only access through the Western Mobile Estates Mobilehome Park. Initially, we proposed to close the access between the subject property and the mobilehome park and two accesses to the subject property.

At our pre-application meeting with City Staff, it was requested that we make a street connection to the mobilehome park because the park only has a single point of access to 7200 West.

Concerns have been expressed that subject property manufacturing traffic might use the private drive to drive through the mobilehome park. We believe this will not happen because the private drive is narrow and there are ten (10) speed bumps between 7200 West and the subject property.

Single Separated Private Street Ingress and Egress to Subject Property

While preparing conceptual plans for the subject property, we tried to obtain a second access point to Beagley Road. Neither of these attempts were successful.

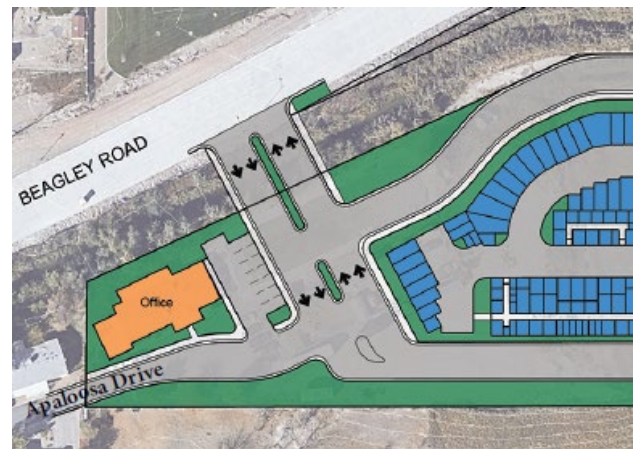
- We tried to obtain an access easement or purchase the property north of the subject property between the canal and Beagley Road. The property owner did not want to grant an access easement or sell the property. The following exhibit illustrates our proposal to cross the property to the north.



- We also worked with Magna Water Company to obtain an access easement to Beagley Road across their property due east of the subject property. Magna Water Company also chose not to grant us an access easement. The following exhibit illustrates our proposal to Magna Water Company to obtain an access easement across their property.



- Realizing that we would be left with a single point of access to Beagley Road – across the City-owned canal -- , we designed a single entrance, which, in an emergency, is two points of egress from the property. The exhibit at right is an enlargement of the single, separated access. Each divided lane is 30 feet in width.

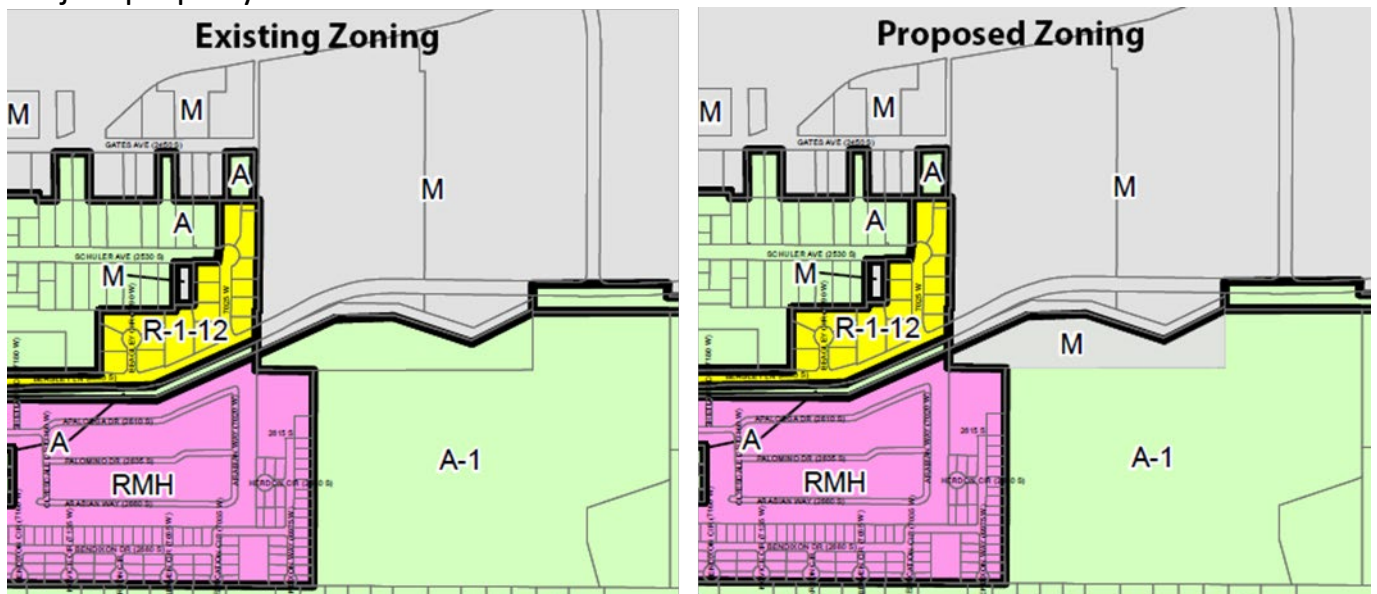


- We submitted a traffic study prepared by Hales Engineering that states that single, separated access can act as two egress points in an emergency.

We believe our request is a logical and sensible extension of the M Zone to the subject property for the following reasons.

- The property is the last private property in an area surrounded by property owned by either West Valley City or Magna Water District.
- The M Zone is a logical extension from the property to the north of the subject property.
- Property development would provide a much-needed second access point to the Western Mobile Estates Mobilehome Park.

The following two exhibits show the subject property's current A-1 Zoning and the proposed M Zone. As we have said, the M Zone is a logical and sensible extension to the subject property.



Stephen G. McCutchan

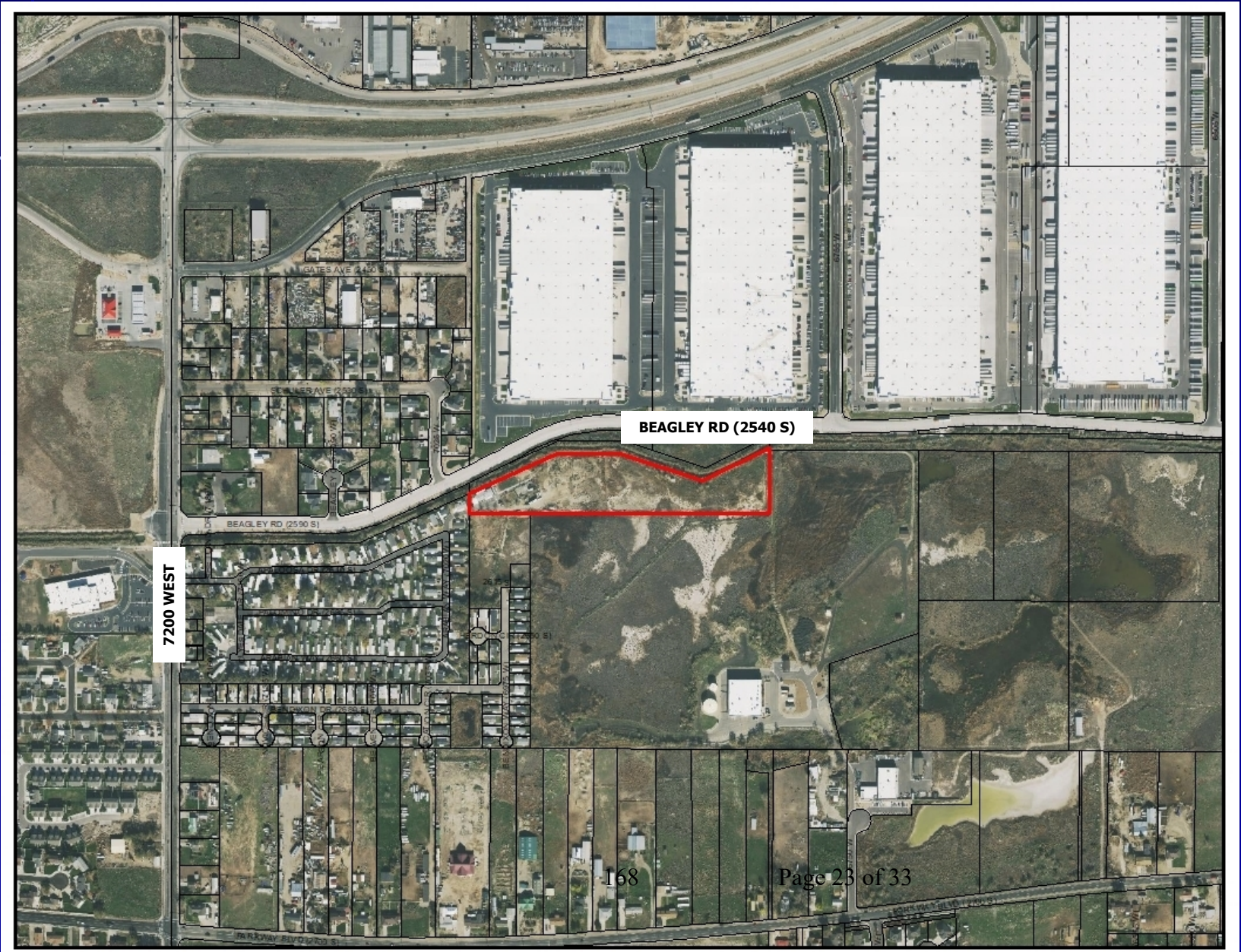


0 250 500 Feet

GPZ-8-2023
Lieu Tran
167 Page 22 of 33
7007 West Apaloosa Drive

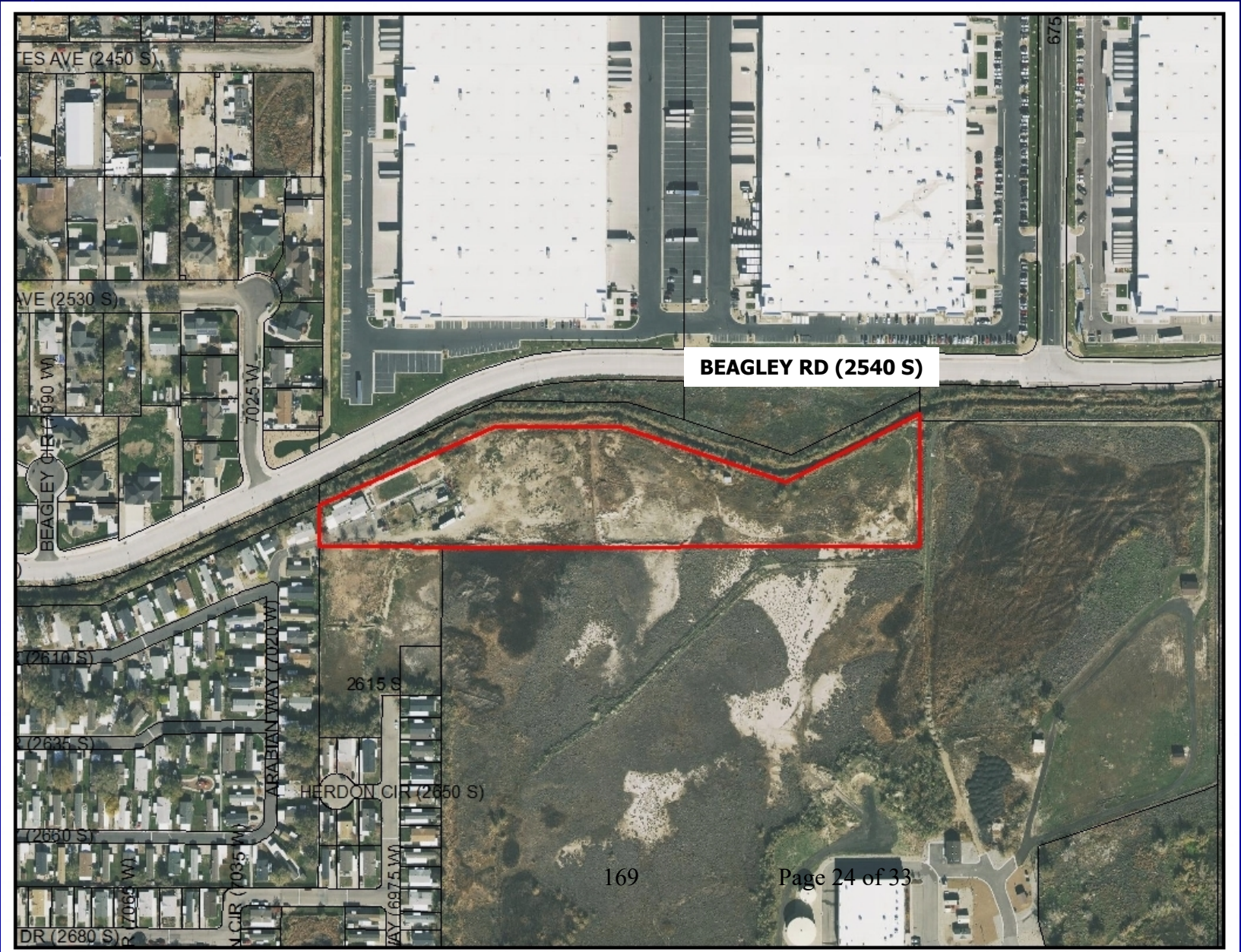


Petition by LIEU TRAN requesting a change to the General Plan from Parks and Open Space Existing to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing). The property is located at 7007 West Apaloosa Drive on 5.91 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



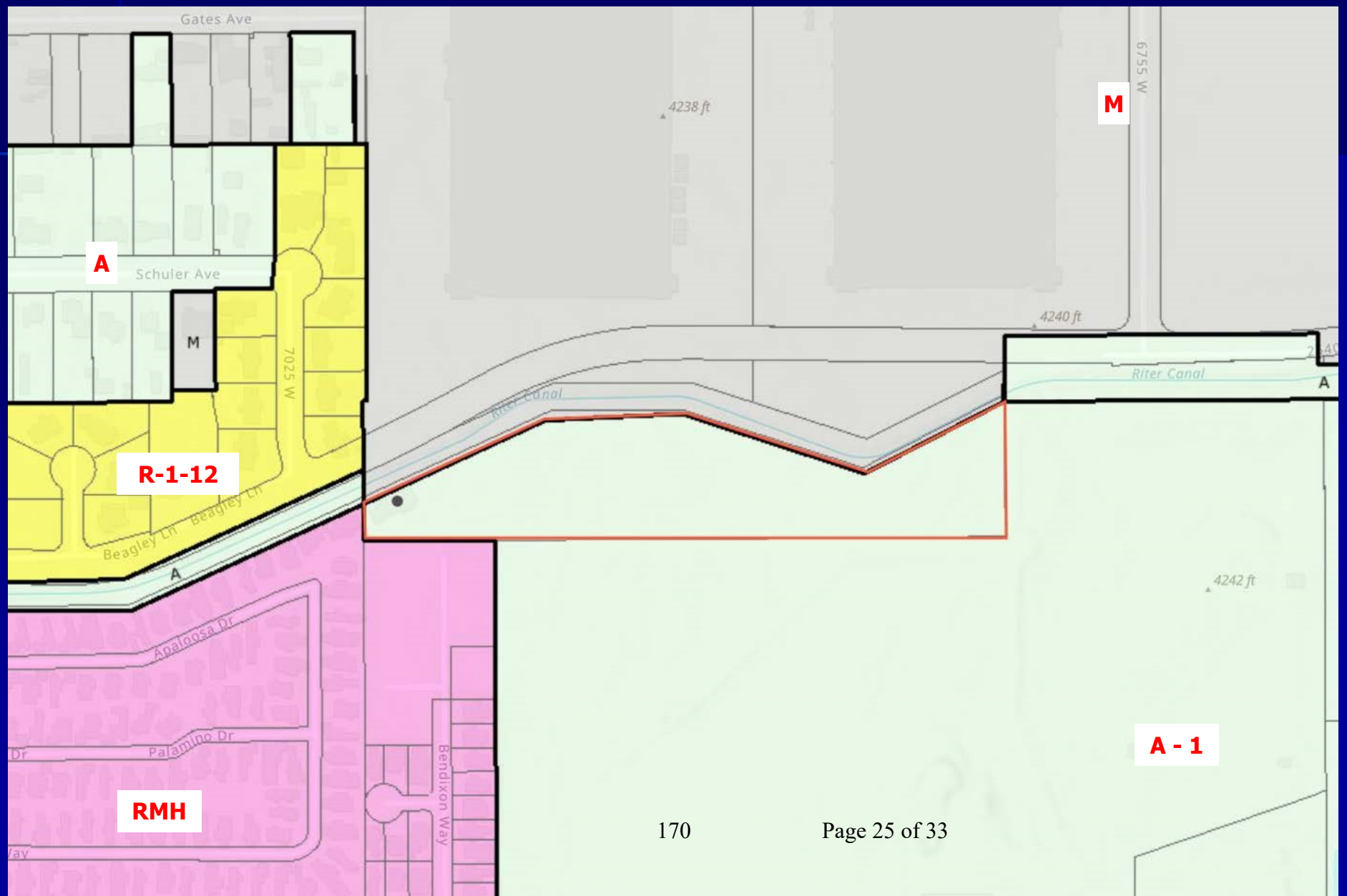
GPZ-8-2023

Petition by LIEU TRAN requesting a change to the General Plan from Parks and Open Space Existing to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing). The property is located at 7007 West Apaloosa Drive on 5.91 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



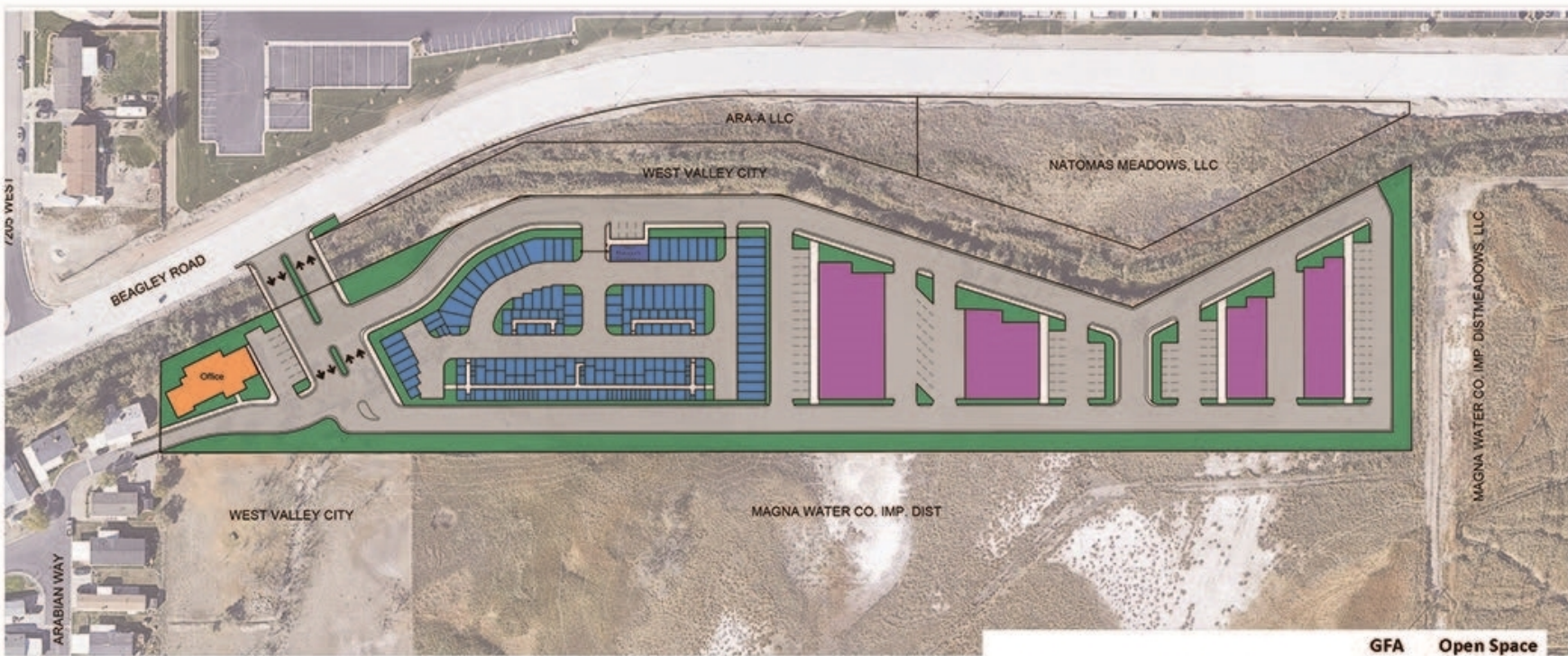
GPZ-8-2023

Petition by LIEU TRAN requesting a change to the General Plan from Parks and Open Space Existing to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing). The property is located at 7007 West Apaloosa Drive on 5.91 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



GPZ-8-2023

Petition by LIEU TRAN requesting a change to the General Plan from Parks and Open Space Existing to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing). The property is located at 7007 West Apaloosa Drive on 5.91 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

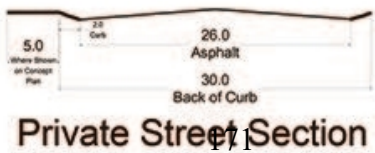
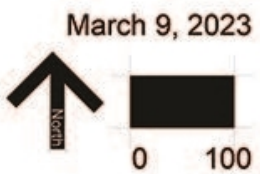


General Plan/Zoning Amendment
Concept Plan

This Concept Plan is subject to design and land use changes. Ultimate design and uses shall conform to the requirements of West Valley City codes and standards.

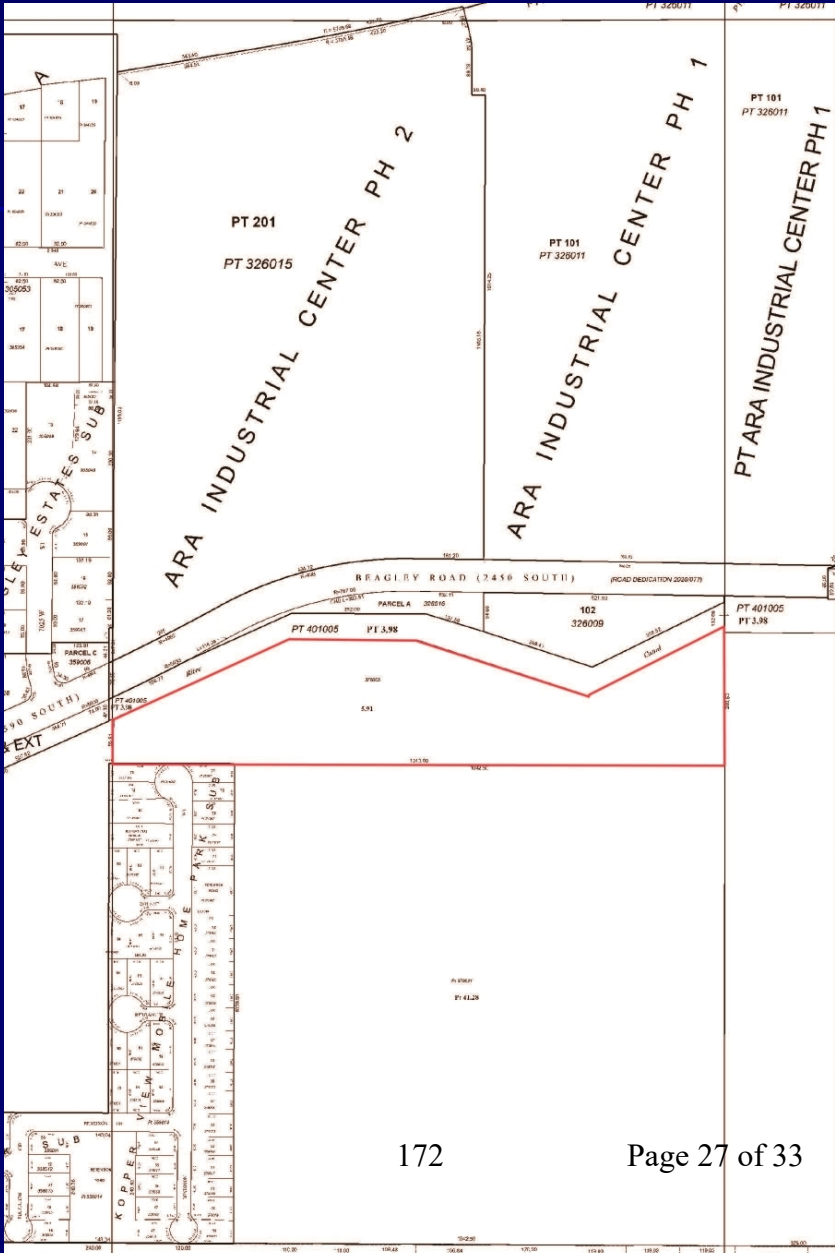
Acres	Land Use	GFA SF	Open Space Acres
0.28	Office	4,000	0.07
1.59	Self-Storage	35,000	0.16
1.95	Flex Space	30,000	0.39
0.81	Area Open Space		0.81
1.29	Private Streets		
5.91	Total	69,000	1.43

Land Planner:
Stephen G. McCutchan
PO Box 382
Draper, UT 84020
(801) 557-6945
stevemplan@gmail.com



APN: 14223760080000
Applicant/Owner: 7007 SERIES OF CHINITA, LL
Contact: Lieu Tran
Email: lieu@lachinita.com

Petition by LIEU TRAN requesting a change to the General Plan from Parks and Open Space Existing to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing). The property is located at 7007 West Apaloosa Drive on 5.91 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



Petition by LIEU TRAN requesting a change to the General Plan from Parks and Open Space Existing to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing). The property is located at 7007 West Apaloosa Drive on 5.91 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



Petition by LIEU TRAN requesting a change to the General Plan from Parks and Open Space Existing to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing). The property is located at 7007 West Apaloosa Drive on 5.91 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



Petition by LIEU TRAN requesting a change to the General Plan from Parks and Open Space Existing to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing). The property is located at 7007 West Apaloosa Drive on 5.91 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



GPZ-8-2023

Petition by LIEU TRAN requesting a change to the General Plan from Parks and Open Space Existing to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing). The property is located at 7007 West Apaloosa Drive on 5.91 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



GPZ-8-2023

Petition by LIEU TRAN requesting a change to the General Plan from Parks and Open Space Existing to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing). The property is located at 7007 West Apaloosa Drive on 5.91 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



GPZ-8-2023

Petition by LIEU TRAN requesting a change to the General Plan from Parks and Open Space Existing to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing). The property is located at 7007 West Apaloosa Drive on 5.91 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

