The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, November 14, 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: Mayor Karen Lang

4. Special Recognitions

5. Approval of Minutes:

   A. November 7, 2023 (Special Meeting)

6. Awards, Ceremonies and Proclamations:

   A. A Proclamation Declaring November 18th as "World Suicide Prevention Day" in West Valley City

   B. A Proclamation Recognizing November 25, 2023 as Small Business Saturday

- 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.

7. Comment Period:

(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 Comment Regarding Application GPZ-6-2023, Filed by Mountain High Real Estate Advisors, Inc, Requesting a General Plan Change from Community Use to General Commercial and a Zone Change from R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) to C-2 (General Commercial) for Property Located at 3831 South Constitution Blvd

Action: Consider Ordinance 23-42, Amend the General Plan to Show a Change of Land Use from Community Use to General Commercial for Property Located at 3831 S Constitution Blvd

Action: Consider Ordinance 23-43, Amend the Zoning Map to Show a Change of Zone for Property Located at 3831 S Constitution Blvd from R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) to C-2 (General Commercial)

Action: Consider Resolution 23-161, Authorize the City to Enter into a Development

Agreement with Mountain High Real Estate Advisors, Inc. for Approximately 2.92 Acres of Property Located at Approximately 3831 South 2700 West

9. Resolutions:

A. 23-170: Approve a Betterment Agreement Between the City and the Utah Department of Transportation (UDOT)

B. 23-171: Approve a Local Agency Agreement Between the City and the Utah Department of Transportation (UDOT)

C. 23-172: Approve a Local Agency Cost Estimate Betterment Agreement Between the City and the Utah Department of Transportation (UDOT)

10. Consent Agenda:

A. Reso 23-173: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From 2700 South LLC for Property Located at 2720-2736 West Parkway Boulevard

B. Reso 23-174: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Jacob and Elizabeth Bastian for Property Located at 3117 West 3650 South

C. Reso 23-175: Accept a Warranty from Maria Dubon for Property Located at 4354 West 3500 South

D. Reso 23-176: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Warranty Deed With and From Rhonda, Janeal, and Troy Ford for Property Located at 6776 West Parkway Boulevard

E. Reso 23-177: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From

David Pack for Property Located at 4068 South Dublin Circle

F. Reso 23-178: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From Jeffrey and Jenny Amack for Property Located at 4072 South Dublin Circle

G. Reso 23-179: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From Sierra Marie Alexander and Dustin Joseph Gardner for Property Located at 4058 South 2665 West

H. Reso 23-180: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From David B. Kenney for Property Located at 3658 South Granger Drive

I. Reso 23-181: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Temporary Construction Easement With and From Kelsey K. Raymond for Property Located at 3660 South Lee Maur Street

J. Reso 23-182: 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 Arlen E. Hale for Property Located at 3660 South Market Street

11. Motion for Closed Session (if necessary)

12. Adjourn

MINUTES OF COUNCIL REGULAR MEETING NOVEMBER 7, 2023
-1-

THE WEST VALLEY CITY COUNCIL MET IN SPECIAL ELECTRONIC SESSION ON TUESDAY, NOVEMBER 7, 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
Don Christensen, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large *(arrived as noted)*
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3

ABSENT:

Jake Fitisemanu, Councilmember District 4

STAFF PRESENT ELECTRONICALLY:

John Flores, HR Director
Nichole Camac, City Recorder
Ryan Robinson, Acting City Attorney
Mike Fossmo, Acting Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Sam Johnson, Strategic Communications Director *(electronically)*
Ken Cushing, IT

OPENING CEREMONY- COUNCILMEMBER DON CHRISTENSEN

Councilmember Christensen noted that this is a Special Meeting because the election was moved to November 21, 2023. He indicated that the voting process is what makes our country different from others. He asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

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APPROVAL OF MINUTES OF REGULAR MEETING HELD OCTOBER 24, 2023
The Council considered the Minutes of the Regular Meeting held October 24, 2023. There were no changes, corrections or deletions.

Councilmember Harmon moved to approve the Minutes of the Regular Meeting held October 24, 2023. Councilmember Huynh seconded the motion.

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

Councilmember Nordfelt arrived at 6:33 PM.

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Jim Vesock stated that he had an issue with dogs running at large in his neighborhood and was appreciative of the Animal Control response he received. He indicated he attended a great APA Veteran event.

Mike Markham expressed concern regarding a neighbor with a health issue who is struggling with a shed that allows water runoff in her backyard.

B. **CITY MANAGER COMMENTS**

John Flores, HR 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 Z-2-2023, FILED BY JACKIE CARLSON, REQUESTING A ZONE CHANGE FROM LI (LIGHT INDUSTRIAL) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 2256 AND 2260 SOUTH 5700 WEST**

Mayor Lang informed a public hearing had been advertised for the Special City Council Meeting scheduled November 7, 2023, in order for the City Council to hear and consider public comments regarding Application Z-2-2023, Filed by Jackie Carlson, requesting a Zone Change from LI (Light Industrial) to M (Manufacturing) for Property Located at 2256 and 2260 South 5700 West

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

> The applicant acquired the property in March 2023 to serve as a truck service center to maintain Carlson Distributing's own fleet of trucks for their distribution business at 2449 South 6755 West. Penske Truck,

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another West Valley City business, would operate the facility. The outside area would be used for employee parking and truck staging while they are in-between servicing.

Within the LI zone, automobile service is only allowed as a use that is incidental to a permitted or conditional use such as truck sales. In this situation, the truck service is the primary use proposed. In addition, the LI zone does not allow outside storage and the trucks awaiting service would be considered outside service. Given the LI zone limitations on truck service and outside storage, the applicant is requesting the M zone.

The applicant is proposing a number of improvements to the property including the installation of asphalt on the east, west, and south sides of the property; new metal siding for the west portion of the building; new overhead doors on the building; interior remodeling of the building to include restrooms and an office; landscaping along the east and west sides of the property; placing power underground; storm water improvements; and repaired or replaced fencing.

Mayor Lang opened the Public Hearing.

Mike Markham stated he knows the proposed business and would like the Council to keep the community safe and clean without beer labels on vehicles.

Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE NO. 23-41, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 2256 AND 2260 SOUTH 5700 WEST FROM LI (LIGHT INDUSTRIAL) TO M (MANUFACTURING)

The City Council previously held a public hearing regarding proposed Ordinance 23-41 that would amend the Zoning Map to Show a Change of Zone for Property Located at 2256 and 2260 South 5700 West from LI (Light Industrial) 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 deny Ordinance 23-41.

Councilmember Whetstone seconded the motion.

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Councilmember Nordfelt stated that he is concerned about this property and the influence it will have on the properties around it. He suggested a continuance to allow the applicant the ability to reconsider options.

Councilmember Harmon stated that there is great potential for improvement in this area and the proposed zone change may not align with those changes. Councilmember Nordfelt indicated that he agrees but is also concerned that a denial would not help the area either. Councilmember Harmon asked if the applicant can reapply within the year. Steve replied that the applicant can reapply after one year or can also submit a different application if there are substantial differences to the original proposal before the one-year mark.

Councilmember Nordfelt stated that he hopes the applicant hears the concern from the Council and will consider a significant difference and apply again. He noted the Council wants the best for the business while also protecting the future of the City. Councilmember Christensen agreed and noted that surrounding areas may develop before the applicant returns with another application that may help direct their proposal.

A roll call vote was taken:

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

Unanimous. Denied.

ACTION: RESOLUTION NO. 23-149, ENTER INTO A DEVELOPMENT AGREEMENT WITH CDC MAINTENANCE, LLC FOR APPROXIMATELY 2.2 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 2256 AND 2260 SOUTH 5700 WEST

Mayor Lang discussed proposed Resolution 23-149 that would authorize the City to enter into a Development Agreement with CDC Maintenance, LLC for Approximately 2.2 Acres of Property Located at Approximately 2256 and 2260 South 5700 West

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

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Jackie Carlson has submitted a zone change on 2.2 acres of property at parcel at 2256 and 2260 South 5700 West from LI (Light Industrial) to M (Manufacturing). The Planning Commission recommended approval of the zone change subject to a development agreement.

The proposed development agreement addresses the following topics: use limitations, maintenance, required approvals, improvements, and right-of-way dedication.

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

Councilmember Harmon moved to deny Resolution 23-149.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous. Denied.

RESOLUTION 23-162: AUTHORIZE THE PURCHASE OF A FIRE ENGINE FROM PIERCE MANUFACTURING

John Flores, HR Director, presented proposed Resolution 23-162 that would authorize the Purchase of a Fire Engine from Pierce Manufacturing.

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

The current unit was purchased in 2002 and has been utilized as the front line and now as the main reserve engine which we operate. In April of this year an inspection of the unit found that the frame rails for the truck were fractured and broken in numerous places. At that time we began a conversation with the council about the possibility of pre-committing to some engines Pierce was building to a generic specification list that would fit most departments' needs. As we discussed this, we

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missed the opportunity to purchase two ready-built apparatus. A third unit became available for commitment in a timeframe for a fall purchase.

As with other fire apparatus the wait time for engines is approximately two years, which we needed a unit right away. Pierce manufacturing had a unit which was being built as a demonstration unit and we were able to purchase the unit with a delivery time of six to seven months.

With this purchase we will be able to place this unit as a front-line unit and move a front-line unit to reserve status and have a dependable unit for the department.

In the discussion in the spring, the city manager relayed that at the time of purchase, two options would be presented to the council. One for a lease-purchase of the usual sort when purchasing fire apparatus. The second would be a cash purchase from unreserved general fund balance. The amount above represents the cash purchase price. We have received tentative pricing for lease purchasing for a 10 year or a 15 year loan schedule at 5.5 or 5.7% respectively. The payment prices would be $105,000 per year or $80,000 per year, respectively. Other payment schedules could be considered as well, these are tentative numbers provided by a local bank.

Mayor Lang noted that these types of vehicles are currently scheduled multiple years out. She stated that an immediate delivery is reassuring for the City and the needs of the residents. Councilmember Harmon asked if there was a preference for payment. Councilmember Nordfelt indicated that he liked the idea of purchasing from the General Fund Reserve balance as opposed to financing. The Council agreed.

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 23-162 with funding coming from the General Fund Reserve Balance.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

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Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

RESOLUTION 23-163: AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH HAMM CONSULTING GROUP

John Flores, HR Director, presented proposed Resolution 23-163 that would authorize the Execution of an Agreement with Hamm Consulting Group.

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

> Ron Hamm of The Hamm Consulting Group has represented the City in Washington, D.C., for the past three years, and prior to that, was the City's representative with the Ferguson group. He is well versed regarding the City's needs and able to provide consulting and lobby services. The Hamm Consulting Group will help the City attain numerous goals and objectives and maintain an aggressive federal agenda. This Agreement is for the three-year period commencing July 1, 2023 and ending June 30, 2026, with a 30-day termination clause.
>
> The three-year term helps the City stay on track with the cycles of legislative activity in Washington DC. Issues being discussed at the federal level typically take a long cycle to come to fruition.

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 Resolution 23-163.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

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

Unanimous.

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RESOLUTION 23-164: AUTHORIZE A JOINT STUDY OF OPERATIONS WITH THE GRANGER-HUNTER IMPROVEMENT DISTRICT

John Flores, HR Director, presented proposed Resolution 23-164 that would authorize a Joint Study of Operations with the Granger-Hunter Improvement District.

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

> It is proposed to evaluate operations of West Valley City and Granger Hunter Improvement District (GHID), together with GHID. This resolution authorizes up to $100,000 for a study, matching $100,000 which is anticipated to be commissioned by GHID. It is anticipated that the City and GHID will work cooperatively to procure qualified professional services to evaluate operations of the City and Granger Hunter.

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

Councilmember Huynh moved to approve Resolution 23-164.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 23-165: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED WITH AND FROM ELOY SANTANA PEREZ FOR PROPERTY LOCATED AT 2720 SOUTH 6750 WEST

John Flores, HR Director, presented proposed Resolution 23-165 that would authorize the City to Enter into a Real Estate Purchase Contract and Accept a Warranty Deed With and From Eloy Santana Perez for Property Located at 2720 South 6750 West.

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

> The Eloy Santana Perez parcel located at 2720 South 6750 West is one of three parcels affected by the 6800 West Pond Overflow Project. West Valley City is working with Eloy Santana Perez and the owners of two other properties to improve the City's 6800 West Pond Overflow facility. The 6800 West Pond facility serves as a flood storage area for a large portion of the City before it enters the Riter Canal. Improvements will include upsizing the existing overflow pipe under 6750 West, relocation of Magna Water fence/gate and construction of a new access to the area north of the West Valley Parks maintenance building. This project will improve access, facilitate maintenance and resolve flooding issues in the area. Compensation for the purchase of the Warranty Deed and improvements is $63,000.00 based upon the Appraisal Report prepared by the DH Group LLC.

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 23-165.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

CONSENT AGENDA

A. **RESOLUTION 23-166: ACCEPT A WARRANTY DEED FROM E&E INVESTMENTS CO., LLC FOR PROPERTY LOCATED AT 4527 WEST 2100 SOUTH**

John Flores, HR Director, discussed proposed Resolution 23-166 that would accept a Warranty Deed from E&E Investments Co., LLC for Property Located at 4527 West 2100 South.

Written documentation previously provided to the City Council included

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information as follows:

The E & E Investments Co., LLC parcel is located on the south side of the 2100 South (SR-201 South Frontage Road) at 4527 West. As a condition of approval of the project, conveyance of additional SR-201 South Frontage Road right-of-way was required.

B. **RESOLUTION 23-167: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A PERPETUAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM THE RIDGELAND DOWNS OWNERS ASSOCIATION FOR PROPERTY LOCATED AT 2745 SOUTH 3600 WEST**

John Flores, HR Director,, discussed proposed Resolution 23-167 that would authorize the City to Enter into a Real Estate Purchase Contract and Accept a Perpetual Easement and a Temporary Construction Easement With and From the Ridgeland Downs Owners Association for Property Located at 2745 South 3600 West.

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

The Ridgeland Downs Owners Association parcel located at 2745 South 3600 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 Perpetual Easement, Temporary Construction Easement and improvements is $41,600.00 based upon the appraisal prepared by Integra Realty Resources.

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 $2,816.32.

C. **RESOLUTION 23-168: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT TWO WARRANTY DEEDS AND TWO TEMPORARY CONSTRUCTION EASEMENTS WITH AND FROM THE WEST BROOK PARK OWNER'S ASSOCIATION, INC FOR PROPERTY LOCATED AT 2849 SOUTH BROOKWAY DRIVE**

John Flores, HR Director, discussed proposed Resolution 23-168 that would authorize the City to Enter into a Real Estate Purchase Contract and Accept Two

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Warranty Deeds and Two Temporary Construction Easements With and From the West Brook Park Owner's Association, Inc for Property Located at 2849 South Brookway Drive.

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

> The West Brook Park Owners Association, Inc. parcel located at 2849 S. Brookway Drive 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 two Warranty Deeds, two Temporary Construction Easements and improvements is $2,050.00 based upon the Administrative Compensation Estimate prepared by Meridian Engineering.
>
> 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 $138.79.

D. **RESOLUTION 23-169: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM PASCAL BRAUN FOR PROPERTY LOCATED AT 3550 WEST PARKWAY BOULEVARD**

John Flores, HR Director, discussed proposed Resolution 23-169 that would authorize the City to Enter into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Pascal Braun for Property Located at 3550 West Parkway Boulevard

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

> The Pascal Braun parcel located at 3550 W. Parkway Boulevard 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, Temporary

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Construction Easement and improvements is $600.00 based upon the Administrative Compensation Estimate prepared by Meridian Engineering, Inc.

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 $40.62.

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 items on the Consent Agenda.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Absent
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

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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 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.

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

Councilmember Whetstone moved to continue Ordinance 23-35 to no date certain.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous. Continued to no date certain.

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 no date certain.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Absent
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes

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Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous. Continued to no date certain.

MOTION TO ADJOURN
Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, NOVEMBER 7, 2023 WAS ADJOURNED AT 6:54 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Meeting of the West Valley City Council held Tuesday, November 7, 2023.

_____
Nichole Camac, CMC
City Recorder

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PROCLAMATION

WEST VALLEY CITY, UTAH

A PROCLAMATION DECLARING NOVEMBER 18TH AS "WORLD SUICIDE PREVENTION DAY" IN WEST VALLEY CITY.

WHEREAS, suicide is the 11th leading cause of death in the United States, the first leading cause of death among children and teens ages 10-24 and the second leading cause of death among individuals between the ages of 25 to 34; and

WHEREAS, in the United States more than 49,449 people died by suicide in 2022, an increase of 2.6% since 2021 (Centers for Disease Control and Prevention); and

WHEREAS, it is estimated that in 2021, there were 1.7 million suicide attempts; and

WHEREAS, in 2021, suicide was the ninth leading cause of death in Utah with 643 deaths by suicide in Utah; and

WHEREAS, suicide is preventable when bystanders recognize the warnings signs of suicide and know where to get help; and

WHEREAS, we support Utah's "Live On" campaign, a statewide effort to prevent suicide by promoting education, providing resources, and changing our culture around suicide and mental health; and

WHEREAS, organizations such as the American Foundation for Suicide Prevention are also dedicated to saving lives and bringing hope to those affected by suicide, through research, education, advocacy, and resources for those who have lost someone to suicide or who struggle; and

WHEREAS, the American Foundation for Suicide Prevention is sponsoring, in partnership with West Valley City and Healthy West Valley, an opportunity for residents and those in the surrounding area to promote healing and connection regarding the difficulties of suicide loss in an event on November 18th, 2023, entitled "Survivors of Suicide Loss Day"; and

WHEREAS, the Mayor and City Council of West Valley City, do hereby determine that it is essential all citizens of West Valley City be aware of the importance of mental health education and resources for the well-being of themselves and those around them in the City.

NOW, THEREFORE, we, the Mayor and City Council of West Valley City, do hereby proclaim November 18, 2023 to be World Suicide Prevention Day in West Valley City.

DATED this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY, UTAH

A PROCLAMATION RECOGNIZING NOVEMBER 25, 2023 AS SMALL BUSINESS SATURDAY.

WHEREAS, according to the United States Small Business Administration, there are currently 32.5 million small businesses in the United States, representing 99.7 percent of all businesses with employees in the United States and responsible for 62 percent of net new jobs created; and

WHEREAS, small businesses employ 46.8 percent of the employees in the private sector in the United States; and

WHEREAS, many consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long and support local businesses; and

WHEREAS, the City Council celebrates our local small businesses and the contributions they make to our local economy and community.

NOW, THEREFORE, we, the Mayor and the City Council of West Valley City, Utah do hereby proclaim and recognize November 25, 2023 as Small Business Saturday and encourage our residents to support small businesses in West Valley City throughout the year.

DATED this _____ day of _____**,** 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

ISSUE:

Application: #GPZ-6-2023
Applicant: Mountain High Real Estate Advisors, Inc.
Location: 3831 South Constitution Blvd.
Size: 2.92 acres

SYNOPSIS:

A General Plan change from Community Use to General Commercial and a zone change from R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to C-2 (General Commercial).

BACKGROUND:

If this application is approved, the applicant plans to demolish the existing church and build a new fast-food restaurant with a drive-thru and a retail building.

If the C-2 zoning is approved, the requirements in Section 7-7-111 of the Zoning Ordinance would apply to the neighboring residential property lines. These requirements include the following:

> "Where Fast Food Establishments with drive-up windows are located adjacent to a Residential Zone or Use, the order board, speakers, and pick-up window shall be located at least 50' from the nearest residential property line and any sound emitting from the order board, speakers, and pickup window shall not be audible from the nearest residential property line between 10 PM and 7 AM."

The ordinance will also require a masonry wall to be installed along the east and south sides due to the adjoining residential.

RECOMMENDATION:

The Planning Commission recommends approval subject to a development agreement.

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 COMMUNITY USE TO GENERAL COMMERCIAL FOR PROPERTY LOCATED AT 3831 SOUTH CONSTITUTION BLVD. ON 2.92 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-6-2023, filed by Mountain High Real Estate Advisors, Inc., and located at 3831 South Constitution Blvd. within West Valley City, is hereby amended by reclassifying the following described property from Community Use to General Commercial. Said property is more particularly described as follows:

Parcel #s: 15-33-401-027 and 15-33-401-028

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 3831 SOUTH CONSTITUTION BLVD. ON 2.92 ACRES FROM R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET) TO C-2 (GENERAL COMMERCIAL)

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-6-2023, filed by Mountain High Real Estate Advisors, Inc., and located at 3831 South Constitution Blvd. within West Valley City, is hereby classified from zone R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to C-2 (General Commercial), said property more particularly described as follows:

Parcel #s: 15-33-401-027 and 15-33-401-028

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

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

ISSUE:

A resolution authorizing the City to enter into a development agreement with Mountain High Real Estate Advisors, Inc.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Mountain High Real Estate Advisors, Inc. to establish standards for a commercial development at 3831 South 2700 West.

BACKGROUND:

Mountain High Real Estate Advisors, Inc. has submitted a General Plan/zone change application (GPZ-6-2023) on 2.92 acres to change the General Plan from Community Use to General Commercial and to change the zoning from R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to C-2 (General Commercial). The Planning Commission recommended approval of the zone change subject to a development agreement.

The proposed development agreement addresses the following items:

- requiring street trees in the parkstrip,
- increasing the height of the masonry wall along the south and east sides of the property from 6' to 8',
- addressing pedestrian safety with the drive-thru traffic, and
- limiting the height of buildings to a single story.

RECOMMENDATION:

The Planning Commission recommends approval to the City Council.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MOUNTAIN HIGH REAL ESTATE ADVISORS, INC. FOR APPROXIMATELY 2.92 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 3831 SOUTH 2700 WEST.

WHEREAS, Mountain High Real Estate Advisors (herein "Developer") owns or is under contract to acquire real property within the limits of West Valley City, Utah, on which Developer proposes to develop a commercial project (herein the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding development agreement (herein "Agreement"); and

WHEREAS, Developer is willing to design and develop the Project in a manner that is in harmony with the City's Master Plan and long-range development objectives, and which addresses the more specific planning issues set forth in this Agreement; and

WHEREAS, West Valley City, acting pursuant to its authority under §10-9a-101 *et seq.*, Utah Code Annotated 1953, as amended, and City ordinances and land-use policies, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this Agreement; and

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Mountain High Real Estate Advisors, Inc., a Utah corporation, (herein "Developer") for the land to be included in or affected by the project located at approximately 3831 South 2700 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 2.92 acres of real property located at approximately 3831 South 2700 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new commercial development (the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Agreement; and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A". No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards**. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit "B". The Project shall also comply with all requirements set forth in the minutes of the City Council hearings on this matter.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights**. This Agreement neither creates any joint venture, partnership, undertaking or business arrangement between the parties hereto nor conveys any rights or benefits to third parties, except as expressly provided herein.

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A" and "B" are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:	Mountain High Real Estate Advisors, Inc. 1100 East 6600 South, Suite 100 Murray, UT 84121
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs**. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

By _____:

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, 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 affirmed that he or she is the _____ of Mountain High Real Estate Advisors, Inc., a Utah corporation, and that said document was signed by him or her in behalf of said corporation by authority of its bylaws or a Resolution of its Board of Directors, and he or she acknowledged to me that said entity executed the same.

_____
No tary Pu b lic

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 15-33-401-027:
BEG NW COR OF LOT 74, WRIGHT SUB NO 10; N 89º58'25" E 17 FT; S 00º00'40" W 20 FT; N 44º59'33" E 21.22 FT; N 89º58'25" E 118 FT M OR L; S 140.07 FT M OR L; W 150 FT; N 145 FT TO BEG. LESS STREET.

Parcel #: 15-33-401-028:
BEG N 89º58'25" E 277 FT FR NW COR LOT 74, WRIGHT SUB NO 10; S 85º29'09" W 63.9 FT; S 89º58'25" W 63.3 FT M OR L; S 140.07 FT M OR L; W 150 FT; S 345 FT; N 89º58'25" E 277 FT; N 490 FT M OR L TO BEG. LESS STREET.

EXHIBIT B

DEVELOPMENT STANDARDS

1. The Developer shall install and maintain street trees in the parkstrip along 2700 West. The tree type and spacing shall match what was done on the west side of 2700 West. Trees planted in the parkstrip along 2700 West shall count toward the minimum number of trees required in Section 7-10-103 of the West Valley City Zoning Ordinance.

2. The height of the masonry wall required in Section 7-6-303 of the West Valley City Zoning Ordinance shall be increased from 6-feet to 8-feet.

3. To avoid conflicts between pedestrians and vehicles, the Developer shall do one of the following two options:

    a. Design and build the Project in a way that pedestrians do not need to cross a drive-through lane to enter a building.

    b. Include a clearly defined crossing for pedestrians to utilize when crossing over a drive-through lane to enter a building as required in Section 7-11-306 of the West Valley City Zoning Ordinance.

4. All buildings constructed on the Property shall be limited to a single story.

MOUNTAIN HIGH
REAL ESTATE ADVISORS

May 11, 2023

West Valley City
Community Development Department
Planning and Zoning
3600 S Constitution Blvd. Ste. 220
West Valley City, UT 84119

RE: West Valley City Baptist Church – General Plan & Zoning Amendment Application
3831 S Constitution Blvd. West Valley City, UT 84119

To whom it may concern,

This letter is in reference to the Application for a General Plan and Zoning Amendment Application for the West Valley City Baptist Church located at 3831 S Constitution Blvd. Please use this letter to address the questions referenced in the Application.

1. The current West Valley City General Plan classification is **Community Use**.
2. The current West Valley City Zoning classification is **R-1-8**.'
3. The requested General Plan classification is **General Commercial**.
4. The requested Zoning classification is **C-2**.
5. The requested change to the General Plan and zoning is to facilitate the goals of West Valley City of transitioning the southern entrance to West Valley CBD with a quality commercial development that benefits the community.

   The adjacent land uses to the south are currently R-1-8, but the land use to the north (across 3800 south) is C-2. The goals are to have a homogenous redevelopment of both this site and the site to the north.

   Traffic impacts would be the same as the current corridor is already a thoroughfare for retail traffic accessing the commercial retail to the north – Valley Fair Mall and specifically Costco. It is believed that a redevelopment of this site to commercial would benefit the new apartments being constructed, providing amenities for these new residents. This would allow residents to a short walk commercial development from the apartments, providing food and retail uses.

The type of uses that are envisioned on the property consist of a variety of food uses, drive-thru with a walkup window and some other typical traditional retail services.

It is unknown the Public Facilities impact, compared to what the impacts would be if the site was developed to R-1-8. Impacts on parks, schools, etc. would be unchanged but utility use impacts are unknown provided the unknown impacts of the R-1-8 zoning.

6. If the General Plan and Zoning request was approved and changed a redevelopment of this site could start as soon as Q3 2023, but no later than Q1 2024.

We appreciate West Valley City's consideration of this request and believe that the development would further along the City's goals for an overall redevelopment of this area. Please reach out with any questions.

Sincerely,

Ian Galanis
Manager

GPZ-6-2023
Mountain High Real Estate Advisors, Inc.
3831 South 2700 West
General plan change from Community Use to General Commercial and zone change from R-1-8 to C-2
2.92 acres

Mountain High Real Estate Advisors, Inc. has submitted a General Plan/zone change application for two parcels totaling 2.92 acres located at 3831 South 2700 West. The current zoning is R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) with a General Plan designation of Community Use. The applicant is requesting a rezone to C-2 (General Commercial) and a General Plan change to General Commercial.

Surrounding zones include C-2 to the north and R-1-8 to the west, south, and east. Surrounding land uses include commercial to the north; single family homes to the east and south; fourplexes, a duplex, and a single family home to the west. The property is currently developed as the First Baptist Church of Granger.

If this application is approved, the applicant plans to demolish the existing church and build a new fast-food restaurant with a drive-thru and a retail building. A concept plan is included with this report.

If this application is approved, the requirements in Section 7-7-111 would apply to the neighboring residential property lines. These requirements include the following:

> "Where Fast Food Establishments with drive-up windows are located adjacent to a Residential Zone or Use, the order board, speakers, and pick-up window shall be located at least 50' from the nearest residential property line and any sound emitting from the order board, speakers, and pickup window shall not be audible from the nearest residential property line between 10 PM and 7 AM."

The ordinance will also require a 6' tall masonry wall to be installed along the east and south sides due to the adjoining residential.

Along 2700 West between 3500 South and 4100 South there are street trees in the most of the parkstrips. Along the frontage of the mall, street trees were required in the parkstrip by development agreement. Along the west side of 2700 West between 3650 South and 4100 South, the City installed street trees in the parkstrip as part of a road improvement project. A similar project with street trees will be done soon on the east side of 2700 West between 4100 South and the south edge of the subject property. For consistency, staff recommends that street trees be required by development agreement within the 2700 West parkstrip of the subject property.

Staff Alternatives:

1. Approval. This application should be approved subject to a development agreement that street trees to be planted in the parkstrip along 2700 West. The tree type and spacing shall match what was done on the west side of the road.

2. Approval. This application should be approved.

3. Continuance. This application should be continued for reasons determined during the public hearing.

4. Denial. This application should be denied. The current General Plan designation and zoning should remain as they are.

Discussion: Steve Pastorik presented the application. Several years ago, he pointed out that the City did a project and added a pre-cast wall, trees, and lighting along the west side of 2700 West. Steve noted that the City has plans to do the same along the east side from 4100 South to the south side of the subject property. Steve reviewed the conditions that would apply if this proposal were approved.

Ian Galanis explained that he is with Mountain High Real Estate Advisors, Inc., and here on behalf of the First Baptist Church of West Valley. He said the applicant would like to move the church to another location in West Valley City and develop the subject property to help maintain it. Mr. Galanis stated that Mountain High Real Estate Advisors are helping them find another place for the Church within West Valley City.

Cory Bantock stated that the subject property is directly behind his home. He wanted to ensure that the applicant was not proposing an apartment building. Steve explained that the property would not be zoned for residential use; it would be a commercial use. Mr. Bantock asked if there would be a wall. Steve said they would be required to add a six-foot masonry wall along the east and south sides of the property.

Wesly Burt said he owns the home just south of the subject property. He asked if the proposed building would have multiple stories. Steve explained that the commercial zone would allow a multi-story structure, but the applicant proposes a single-story.

Janna White, the neighboring resident, said that she has seen semi-trucks try to cut through her neighborhood, and she is concerned about the frequency of that happening as the area develops. She asked if they could route traffic away from her community.

Stella Quintana also expressed concern with the increase in traffic and asked if the

City has plans to widen 3800 South. Steve stated that he is unaware of any plans to widen the street. However, the Public Works Department commented that the applicant must align their access with the one across the street.

Tracy Ford said he lives behind the subject property and requested an eight-foot wall be added instead of a six-foot fence. He does not want noise and light pollution from the drive-thru during the early morning and late night hours. Steve noted that the ordinance requires a six-foot wall. However, if the zone change is approved, the Commission could add a taller fence to the development agreement. Steve explained what is outlined in the code regarding fast-food restaurants with a drive-up window.

Commissioner Woodruff said the concept plan is a bit awkward, but he has difficulty considering a different use for this property. Commissioners McEwen, Wood, and Winters also stated that they do not like the layout of the concept plan.

Commissioner Winters asked Steve if there would be a development agreement as part of the zone change. Steve explained that it is not a requirement for commercial use, but the staff suggests one for adding trees to the park strip.

Commissioner Winters asked if the Commission should continue this application to provide time for the applicant to adjust the site plan. Steve explained that this application is for changing the zone of the subject property only, and the concept plan would likely change when reviewed by our Engineering Department.

Commissioner Winters asked when this proposal moves on to City Council, do they see a finished plan? Steve stated that they see the same concept plan that was presented today.

Commissioner Winters said okay, so neither the Commission nor the Council can see the finished development plans. Steve said the use would be permitted, so that is correct.

Commissioner Winters asked if adding conditions to the development agreement would be appropriate. Steve asked Brandon Hill, City Attorney, and Brandon said that would be just fine.

Commissioner McEwen said he does not favor adding trees to the park strip where they don't thrive in that location. He is in favor of the eight-foot wall.

Commissioner McEwen mentioned that he has trouble changing the zoning of a property and not knowing exactly how it would develop, just if the use is permitted. He is in favor of the eight-foot wall. However, he does feel adding trees to the park strip is needed where they don't thrive in that location.

Commissioner Wood said she has seen many existing restaurants like the one being proposed throughout the City, and she has seen this concept work. She is also in favor of an eight-foot wall.

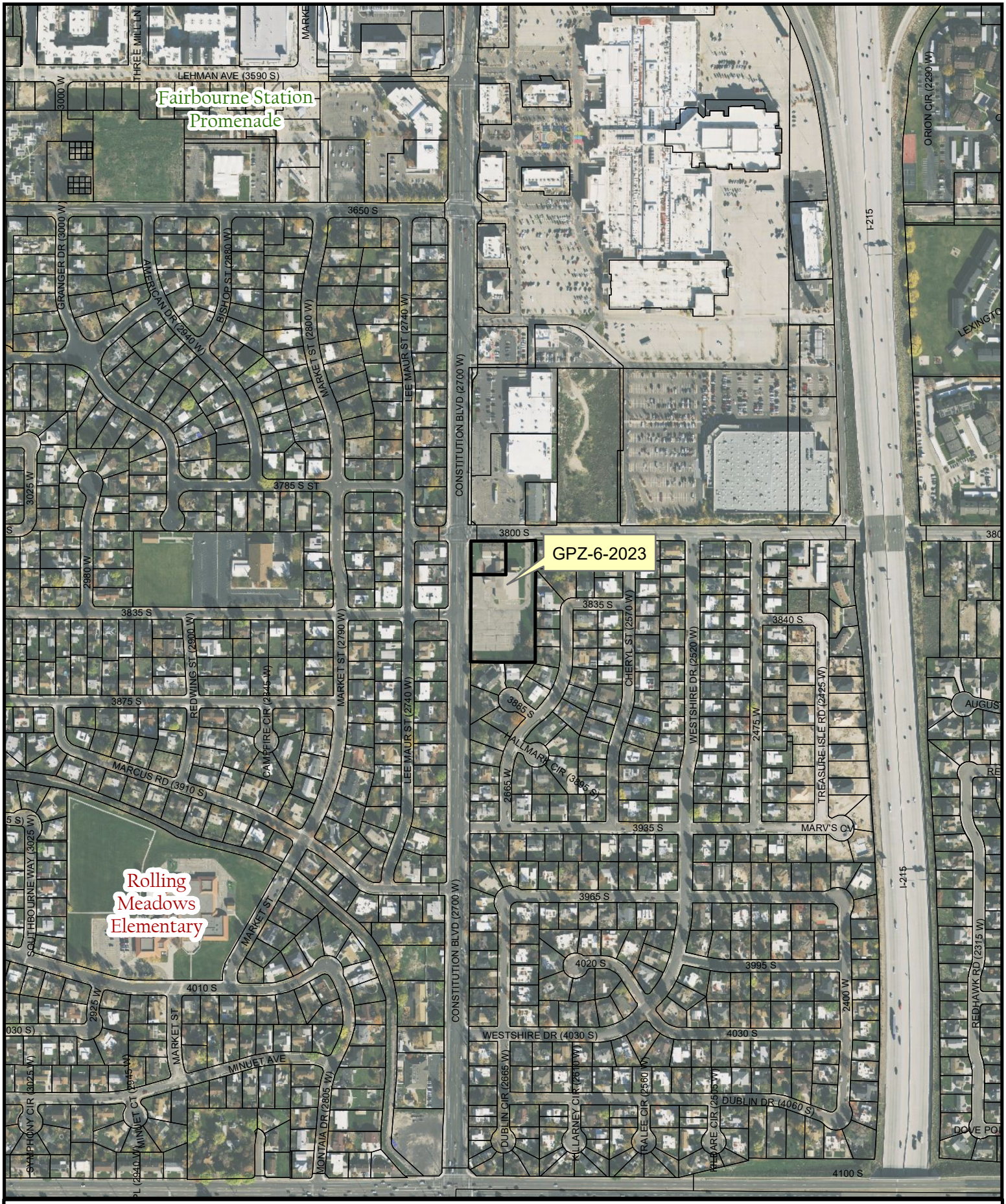
Motion: Commissioner Woodruff motioned to approve GPZ-6-2023 staff alternative #1 with the following additions to the development agreement:

1. The masonry wall be 8 feet instead of 6 feet.
2. Incorporating some type of safety measure to the site plan for customers who would need to cross the drive-thru traffic to enter the restaurant.
3. The trees added to the park strip count toward the landscaping requirement.
4. Any structure would only be one story.

Commissioner Wood seconded the motion.

Roll Call Vote:		
	Commissioner Woodruff	Yes
	Commissioner McEwen	Yes
	Vice Chair Lovato	Yes
	Commissioner Wood	Yes
	Commissioner Winters	Yes
	Commissioner Porter	Yes

Unanimously – GPZ-6-2023 – Approved



0 250 500 Feet

GPZ-6-2023
Mountain High Real Estate Advisors, Inc.
3831 South Constitution Blvd.

N

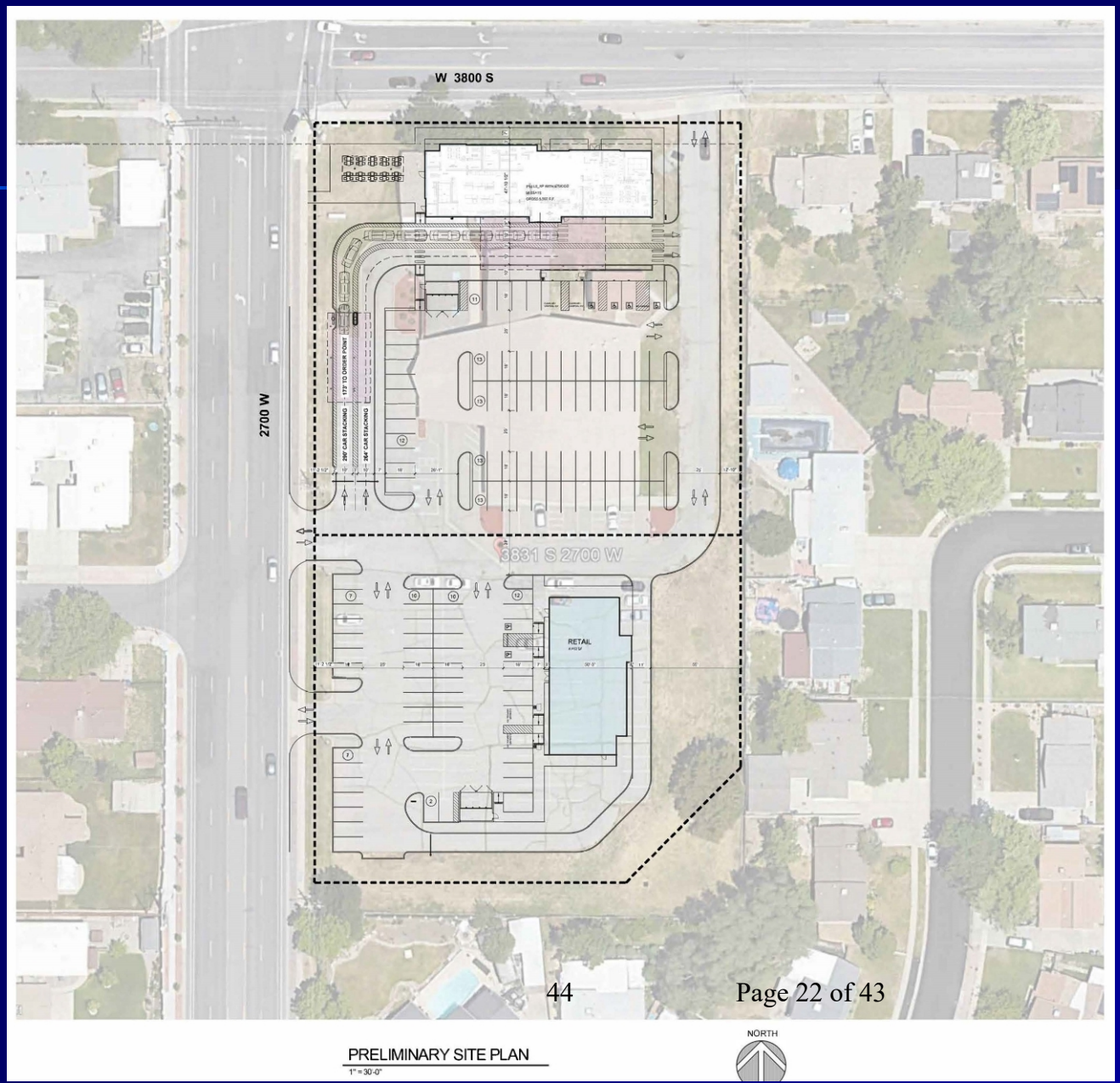
GPZ-6-2023

Petition by MOUNTAIN HIGH REAL ESTATE ADVISORS, INC. requesting a General Plan change from Community Use to General Commercial and a zone change from R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to C-2 (General Commercial). The property is located at 3831 South Constitution Blvd. on 2.92 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



GPZ-6-2023

Petition by MOUNTAIN HIGH REAL ESTATE ADVISORS, INC. requesting a General Plan change from Community Use to General Commercial and a zone change from R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to C-2 (General Commercial). The property is located at 3831 South Constitution Blvd. on 2.92 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



GPZ-6-2023

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GPZ-6-2023

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GPZ-6-2023

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GPZ-6-2023

Petition by MOUNTAIN HIGH REAL ESTATE ADVISORS, INC. requesting a General Plan change from Community Use to General Commercial and a zone change from R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to C-2 (General Commercial). The property is located at 3831 South Constitution Blvd. on 2.92 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



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GPZ-6-2023

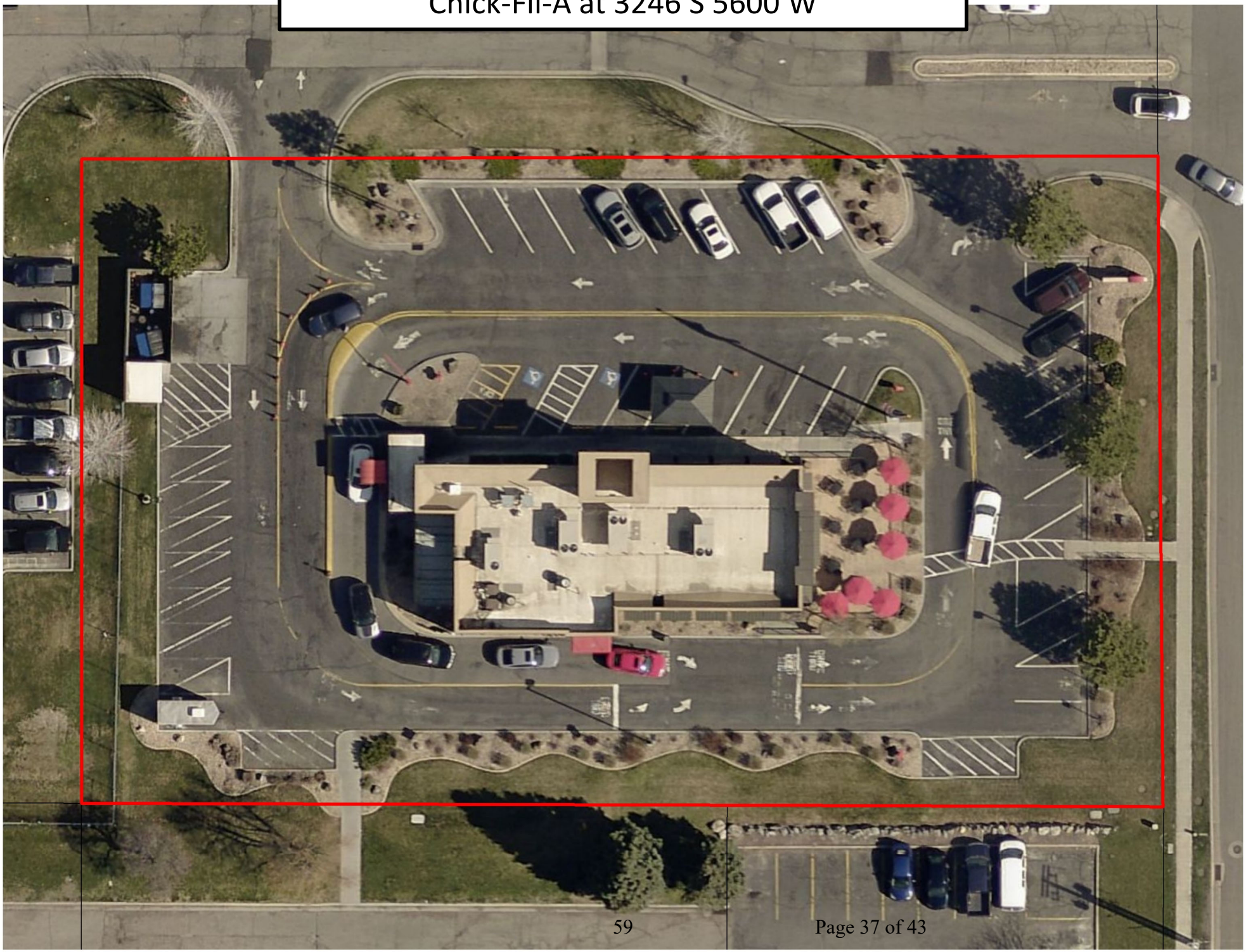
Petition by MOUNTAIN HIGH REAL ESTATE ADVISORS, INC. requesting a General Plan change from Community Use to General Commercial and a zone change from R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to C-2 (General Commercial). The property is located at 3831 South Constitution Blvd. on 2.92 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



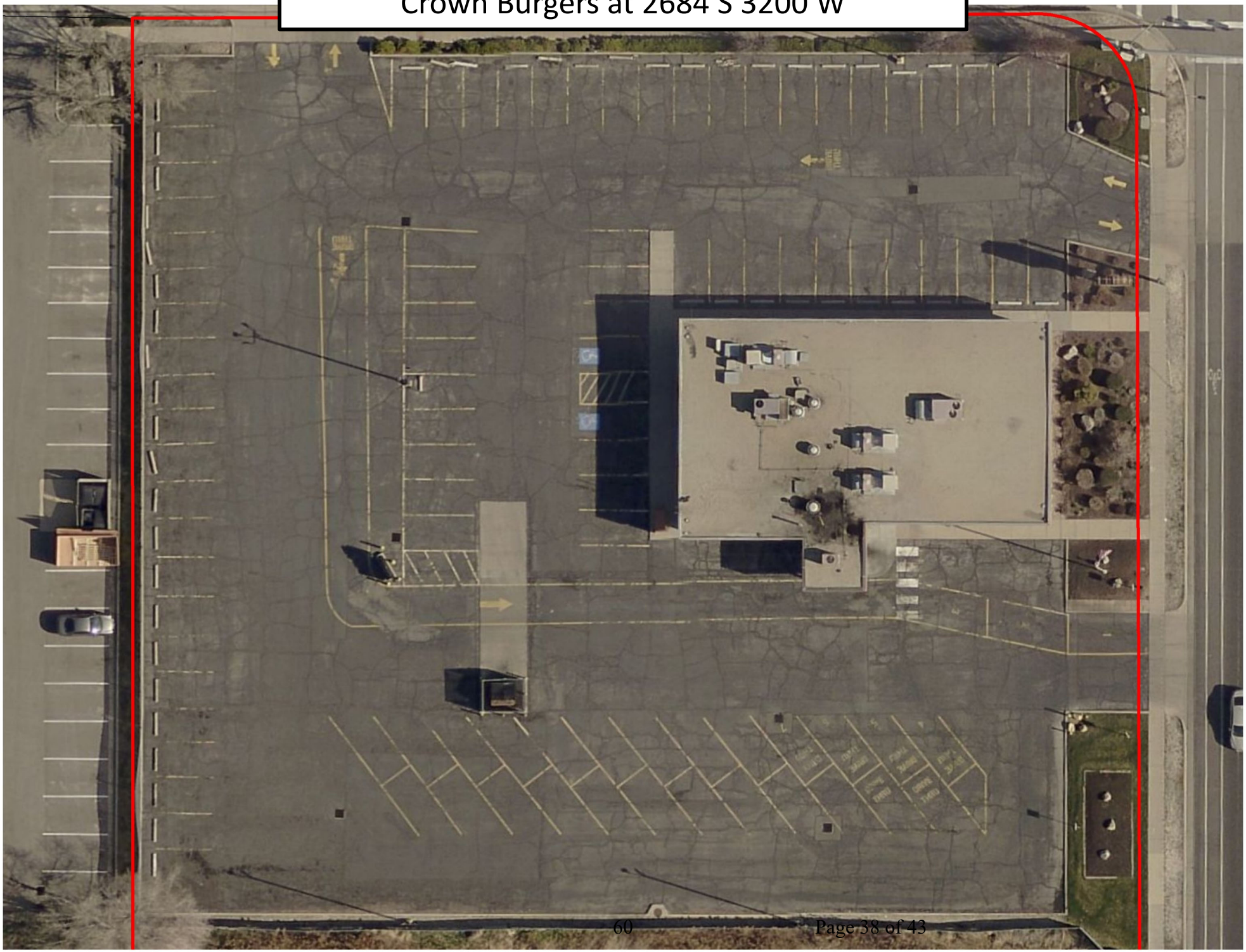
Arbys at 3535 S 5600 W



Chick-Fil-A at 3246 S 5600 W



Crown Burgers at 2684 S 3200 W



In-N-Out Burgers at 3715 S 2700 W



McDonalds at 3497 S 5600 W



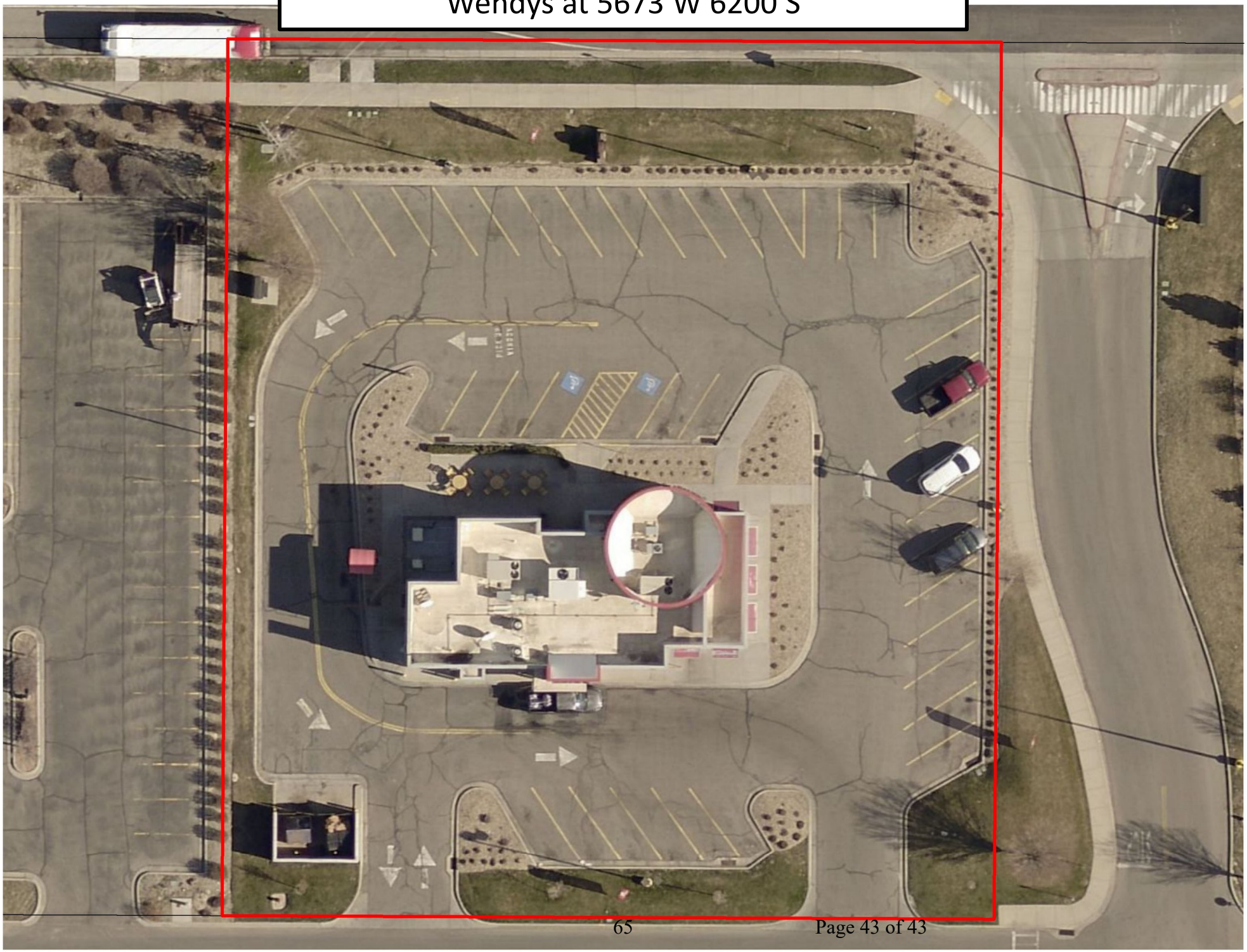
Popeyes at 4038 S Redwood Rd



Taco Bell and KFC at 2450 S Redwood Rd



Wendys at 5673 W 6200 S



Item #:	
Fiscal Impact:	$139,520
Funding Source:	Storm Water Utility
Account #:	36-7532-40750-75291
Budget Opening Required:	No

ISSUE:
A resolution authorizing the execution of a Betterment Agreement with the Utah Department of Transportation (UDOT)

SYNOPSIS:
A betterment agreement with UDOT to install additional storm drain infrastructure while constructing their I-215 SB; Frontage Road (4100 to 4700 South) project.

BACKGROUND:
UDOT is in the process of finalizing the design for their I-215 SB; Frontage Road (4100 to 4700 South) project. This project will include a new two-lane frontage road adjacent to southbound I-215 from 4100 South to 4700 South in Taylorsville. The project will also include a new east-west road connecting the new frontage road to 2700 West at Bedford Road (4390 South).

In coordination with Taylorsville, West Valley City had previously designed a storm water project to reconstruct the existing storm drain system at approximately 4400 South between 2700 West and I-215. This system is used to drain the majority of the Roxborough neighborhood between 3200 West and 2700 West. Upon learning that UDOT had funding for a project within the vicinity, it was decided to postpone the construction of the storm drain project to ensure the storm drain design would correlate with the design of UDOT's roadway project. As design and coordination efforts progressed, it was decided to have UDOT construct the storm drain as a city betterment to their project. This agreement solidifies the terms of that betterment and outlines the estimated reimbursement amount for the work.

UDOT plans to begin their project during the 2024 construction season.

RECOMMENDATION:
Execute the agreement.

SUBMITTED BY:
Coby Wilson, City Engineer

West Valley City **Betterment Agreement**	Betterment Description: West Valley City drainage, including reinforced concrete pipe and catch basins	Estimated Cost for Betterment $139,520.00
PIN: 18452 FINET/CID: 74219	Project Number: S-R299 (433) Project Name: I-215 SB; Frontage Rd (4100 to 4700 South)	Agreement Number Date Executed

THIS AGREEMENT made and entered into the date shown below, by and between the **Utah Department of Transportation**, ("**UDOT**"), and **West Valley City** political subdivision of the State of Utah, ("**Local Agency**").

Subject to the attached provisions, UDOT will include the following betterment work items into the above referenced Project and will oversee construction of the betterment work. Upon signing this Agreement, the Local Agency agrees that the costs shown below are estimates only and the Local Agency is responsible for paying all actual costs associated with these betterment items, based on Contract Unit Bid Prices, and actual quantities placed.

Detailed Description of Betterment Work:

A plan view of the drainage betterments is included in Exhibit A and incorporated by reference.

- The I-215 Frontage Road Project will install catch basins and reinforced concrete drainage pipe in the existing open ditch on DFCM property that won't already need to be installed due to the project.
- The project will bury the pipe with 2-ft of cover

Bid Item No.	Description	Quantity	Estimated Unit Price	Estimated Cost
1.	36-inch Drainage Pipe, Class IV Reinforced Concrete Pipe, Leak Resistant.	404 ft	$255.00	$103,020.00
2.	Concrete Drainage Structure 3-ft – 5-ft Deep – CB9	2 each	$11,000.00	$22,000.00
3.	Concrete Drainage Structure 7-ft – 9-ft Deep – CB9	1 each	$14,500.00	$14,500.00
	Total Estimated Cost of Betterment Work			$139,520.00

The total estimated cost of the betterment work shall be advanced / deposited with UDOT prior to advertising / procurement of the Project. The Local Agency shall deposit the amount with UDOT's Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.

In the event the actual betterment costs are higher, the Local Agency shall pay the additional amount required within 30 days of receiving an invoice from UDOT. In the event the actual betterment costs are lower, UDOT will refund the balance of the amount deposited within 30 days of determining the final cost of the betterment work.

Provisions
(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

The Local Agency desires to include the betterment work items described herein in the project contract work.

UDOT will include the Local Agency's requested betterment work in the project contract provided that the Local Agency pay the actual additional costs and UDOT's project will not be delayed because of the betterments. No betterments will be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer or appropriate representative to correct or clarify issues during construction and to perform the necessary inspection for the Local Agency work installed by the contractor. The Local Agency engineer and / or inspector shall work with and through UDOT's Project Manager or Resident Engineer and shall give no orders directly to UDOT's contractor unless authorized in writing to do so. UDOT's contractor will accomplish the work covered herein on the Local Agency's facilities in accordance with the plans and specifications provided by the Local Agency, including changes or additions to the plans and specifications which are approved by the parties.

The Local Agency, through its inspection of the work, will provide UDOT's Project Manager or Resident Engineer with information covering any problems or concerns the Local Agency may have with acceptance of the facilities upon completion of construction.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this project or to ensure compliance with acceptable standards.

Except in cases of emergency, access for maintenance and servicing of the Local Agency facilities located on UDOT's right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain the permit and abide by the conditions thereof for policing and other controls in the conformance with Utah Administrative Rules.

I. Indemnification:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing.
b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
c. By UDOT for the convenience of the State upon written notice to the Local Agency.
d. Upon satisfactory completion of the provisions of this Agreement.

III. Maintenance:

The Local Agency agrees that, upon completion and final inspection of the project construction, to accept, own and maintain the betterment work covered herein at no further cost to UDOT.

IV. Payment and Reimbursement to UDOT:

The Local Agency shall be responsible for all actual costs associated with these betterment items.

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the betterment work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

The Local Agency recognizes that if its project scope or schedule changes from the terms of this Agreement, Local Agency will notify the UDOT Project Manager or Resident Engineer will be notified prior to changes being made. Any costs incurred by UDOT as a result of these scope or schedule changes will be the responsibility of the Local Agency.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this Agreement, a signed written modification to this Agreement is required prior to the start of work on the changes or additions.

VI. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

All work of the Local Agency that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216
(the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The Local Agency shall at all times comply with the Telecommunications Laws. The Local Agency hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the Local Agency and UDOT, the Local Agency hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The Local Agency shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the Local Agency or its associates is not in compliance with the Telecommunications Laws, the Local Agency agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

VII. Miscellaneous:

This Agreement shall constitute the entire agreement and understanding of the parties with respect to the betterments, and shall supersede all offers, negotiations, and other agreements. Any amendment to this agreement must be in writing and executed by authorized representatives of each party.

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement may be executed in counter parts by the parties.

Each party represents that it has the authority to enter into this Agreement.

Language content was reviewed and approved by the Utah AG's office on April 10, 2018.

West Valley City			**Utah Department of Transportation**		
By		Date	By		Date
Title/Signature of Official			Project Manager		
By		Date	By		Date
Title/Signature of additional official, if required			Region Director		
By	*Brandon Hill*	Date11/1/2023	By		Date
Title/Signature of additional official, if required			Comptroller's Office		

EXHIBIT A

MISCELLANEOUS DRAINAGE SYSTEMS SUMMARY

LINE	FROM		TO		ID / DESCRIPTION	CONCRETE CANAL LINER	REMOVE CONCRETE CANAL LINER	ABANDON PIPE	REMOVE PIPE END SECTION	SMALL DITCH CONSTRUCTION (PLAN QUANTITY)	REMOVE CATCH BASIN	REMOVE PIPE	REMARKS
	STATION	OFFSET	STATION	OFFSET		SQ FT	SQ FT	CU YD	EACH	CU YD	EACH	FEET	
4700 SOUTH	503+03.22	LT 65.13			RMV ES				1				
4700 SOUTH	503+03.22	LT 65.13	503+04.98	LT 43.50	AB/RMV PIPE			1					
4700 SOUTH	503+04.88	LT 92.25	503+07.54	LT 75.85	DITCH					7			
FRONTAGE RD	134+05.63	LT 21.39	134+57.99	LT 28.39	REMOVE LINER		1345						SEE DRDT-02
FRONTAGE RD	134+19.25	LT 40.66	134+54.67	LT 35.98	CANAL LINER	490							SEE DRDT-02
4700 SOUTH	511+93.21	LT 52.58	515+14.00	LT 45.60	RMV PIPE							321	
FRONTAGE RD	141+39.86	LT 59.76	141+40.71	LT 16.29	RMV PIPE							32	
FRONTAGE RD	141+41.21	LT 16.54	141+41.34	LT 13.98	RMV PIPE							3	
4700 SOUTH	506+05.44	LT 49.69			RMV CB						1		
4700 SOUTH	511+91.23	LT 52.48			RMV CB						1		
FRONTAGE RD	118+26.94	LT 22.29			RMV CB						1		
FRONTAGE RD	141+40.01	LT 14.23			RMV CB						1		
CONNECTOR RD	207+87.70	RT 82.54			RMV ES				1				
CONNECTOR RD	208+05.16	RT 70.90			RMV ES				1				
CONNECTOR RD	208+40.15	RT 48.20			RMV ES				1				
CONNECTOR RD	208+81.62	RT 35.08			RMV ES				1				
CONNECTOR RD	207+87.70	RT 82.54	208+05.16	RT 70.90	RMV PIPE							24	
CONNECTOR RD	208+40.15	RT 48.20	208+81.62	RT 35.08	RMV PIPE							48	
CONNECTOR RD	212+54.86	RT 36.22			RMV ES				1				
CONNECTOR RD	213+07.11	RT 36.09			RMV ES				1				
CONNECTOR RD	214+27.63	RT 41.00			RMV ES				1				
CONNECTOR RD	214+60.03	RT 73.61			RMV ES				1				
CONNECTOR RD	212+54.86	RT 36.22	213+07.11	RT 36.09	RMV PIPE							53	
CONNECTOR RD	214+27.63	RT 41.00	214+60.03	RT 73.61	RMV PIPE							49	
CONNECTOR RD	215+50.72	RT 50.37			EX CB 11-5						1		
CONNECTOR RD	215+18.23	RT 98.14			EX CB 11-8						1		
CONNECTOR RD	215+50.72	RT 50.37	217+26.61	LT 29.58	EX P 11-5							188	
CONNECTOR RD	215+18.23	RT 98.14	217+22.29	RT 159.34	EX P 11-8							207	
TOTAL						**490**	**1345**	**1**	**9**	**7**	**6**	**925**	

WEST VALLEY CITY BETTERMENT SUMMARY

LINE	UPSTREAM ID	FROM		DOWNSTREAM ID	TO		ID	CONCRETE DRAINAGE STRUCTURE - CB 9		DRAINAGE PIPE - XX INCH, REINFORCED CONCRETE, LEAK-RESISTANT	GRATE/COVER TYPE (FOR INFORMATION ONLY)	REMARKS
								3 FT TO 5 FT DEEP	7 FT TO 9 FT DEEP	36 INCH		
		STATION	OFFSET		STATION	OFFSET		EACH	EACH	FEET		
CONNECTOR RD		207+27.90	RT 133.2				CB 10-9	1			GF1(BS)	WVC BETTERMENT
2700 WEST		308+07.69	RT 115.14				CB 12-3	1			GF1(BS)	WVC BETTERMENT
2700 WEST		310+36.02	RT 103.78				CB 12-4		1		GF1(BS)	WVC BETTERMENT
2700 WEST	CB 12-3	308+07.69	RT 115.14	CB 12-4	310+36.02	RT 103.78	P 12-3			224		WVC BETTERMENT
2700 WEST	CB 12-4	310+36.02	RT 103.78	CB 10-9	207+27.90	RT 133.2	P 12-4			180		WVC BETTERMENT
TOTAL								**2**	**1**	**404**		

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

DRAWN BY SD | CHECKED BY DLH | QC

DATE MM/DD/YY

APPROVED

PROFESSIONAL ENGINEER

UTAH DEPARTMENT OF TRANSPORTATION

HORROCKS

I-215 SB; FRONTAGE RD
(4100 TO 4700 SOUTH)

PIN 18460

PROJECT NUMBER S-R299(433)

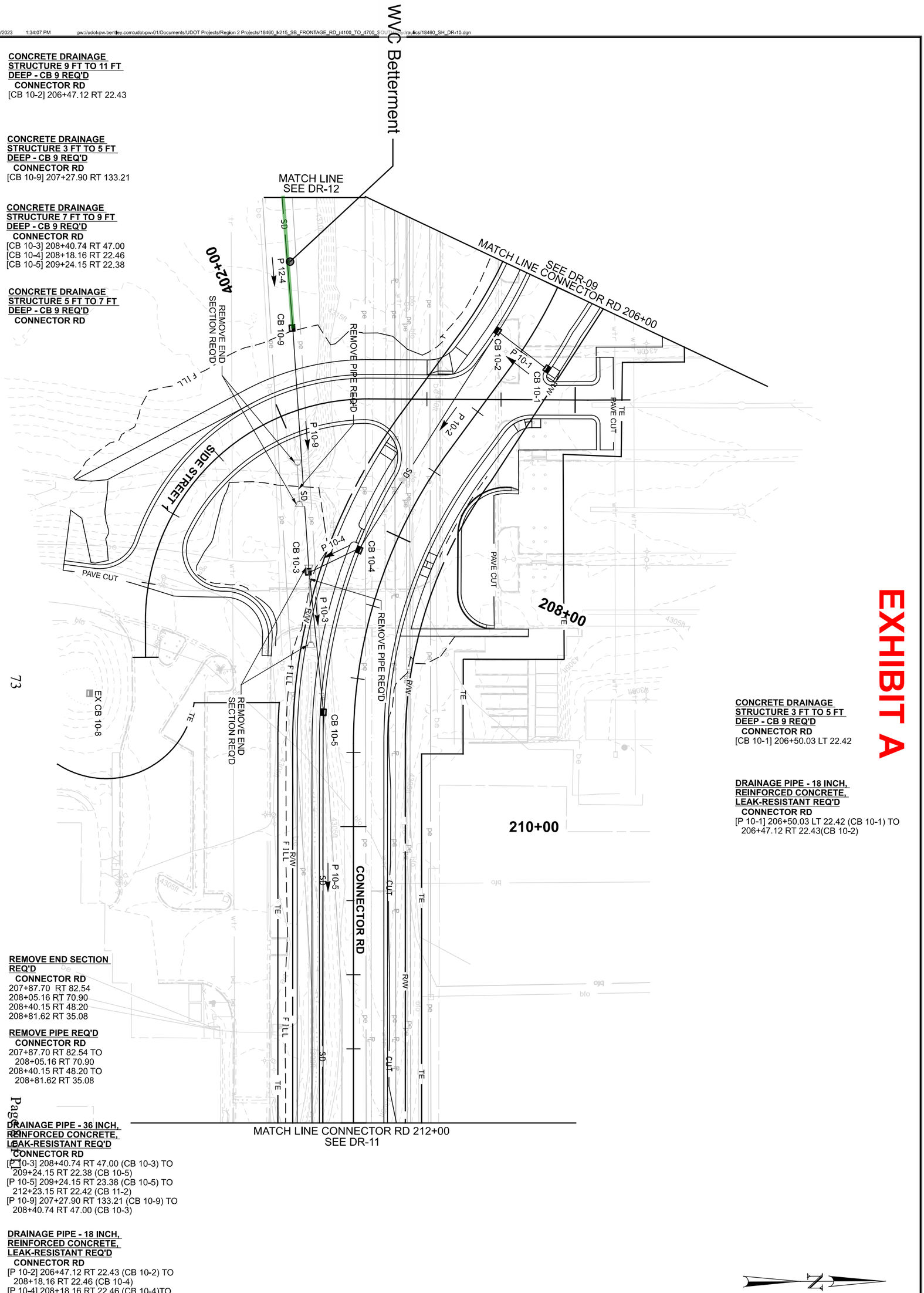
PROJECT

SUMMARY

SHEET NO. SM-17

10/20/2023 6:29:10 PM

pw:\\utahpw.bentley.com:utahpw-pw-01\Documents\UDOT Projects\Region 2 Projects\18460_I-215_SB_FRONTAGE_RD_(4100_TO_4700_SOUTH)\Materials\18460_SH_SM-17.dgn



CONCRETE DRAINAGE STRUCTURE 9 FT TO 11 FT DEEP - CB 9 REQ'D
CONNECTOR RD
[CB 10-2] 206+47.12 RT 22.43

CONCRETE DRAINAGE STRUCTURE 3 FT TO 5 FT DEEP - CB 9 REQ'D
CONNECTOR RD
[CB 10-9] 207+27.90 RT 133.21

CONCRETE DRAINAGE STRUCTURE 7 FT TO 9 FT DEEP - CB 9 REQ'D
CONNECTOR RD
[CB 10-3] 208+40.74 RT 47.00
[CB 10-4] 208+18.16 RT 22.46
[CB 10-5] 209+24.15 RT 22.38

CONCRETE DRAINAGE STRUCTURE 5 FT TO 7 FT DEEP - CB 9 REQ'D
CONNECTOR RD

CONCRETE DRAINAGE STRUCTURE 3 FT TO 5 FT DEEP - CB 9 REQ'D
CONNECTOR RD
[CB 10-1] 206+50.03 LT 22.42

DRAINAGE PIPE - 18 INCH, REINFORCED CONCRETE, LEAK-RESISTANT REQ'D
CONNECTOR RD
[P 10-1] 206+50.03 LT 22.42 (CB 10-1) TO 206+47.12 RT 22.43(CB 10-2)

REMOVE END SECTION REQ'D
CONNECTOR RD
207+87.70 RT 82.54
208+05.16 RT 70.90
208+40.15 RT 48.20
208+81.62 RT 35.08

REMOVE PIPE REQ'D
CONNECTOR RD
207+87.70 RT 82.54 TO 208+05.16 RT 70.90
208+40.15 RT 48.20 TO 208+81.62 RT 35.08

DRAINAGE PIPE - 36 INCH, REINFORCED CONCRETE, LEAK-RESISTANT REQ'D
CONNECTOR RD
[P 10-3] 208+40.74 RT 47.00 (CB 10-3) TO 209+24.15 RT 22.38 (CB 10-5)
[P 10-5] 209+24.15 RT 23.38 (CB 10-5) TO 212+23.15 RT 22.42 (CB 11-2)
[P 10-9] 207+27.90 RT 133.21 (CB 10-9) TO 208+40.74 RT 47.00 (CB 10-3)

DRAINAGE PIPE - 18 INCH, REINFORCED CONCRETE, LEAK-RESISTANT REQ'D
CONNECTOR RD
[P 10-2] 206+47.12 RT 22.43 (CB 10-2) TO 208+18.16 RT 22.46 (CB 10-4)
[P 10-4] 208+18.16 RT 22.46 (CB 10-4)TO 208+40.74 RT 47.00 (CB 10-3)

EXHIBIT A

SHEET NO. DR-10	PROJECT	I-215 SB; FRONTAGE RD	UTAH DEPARTMENT OF TRANSPORTATION		PRELIMINARY
		(4100 TO 4700 SOUTH)	KIMLEY-HORN		NOT FOR CONSTRUCTION
	PROJECT NUMBER	S-R299(433) PIN 18460	APPROVED	DRAWN BY EKG	PS&E DATE: 09/18/2023
		DRAINAGE	PROFESSIONAL ENGINEER XX/XX/XX DATE	QC CHECKED BY DWT	

CONCRETE DRAINAGE STRUCTURE 9 FT TO 11 FT DEEP - CB 9 REQ'D
2700 WEST
[CB 12-2] 310+42.23 RT 50.92

CONCRETE DRAINAGE STRUCTURE 3 FT TO 5 FT DEEP - CB 9 REQ'D
2700 WEST
[CB 12-3] 308+07.69 RT 115.14

CONCRETE DRAINAGE STRUCTURE 7 FT TO 9 FT DEEP - CB 9 REQ'D
2700 WEST
[CB 12-4] 310.36.02 RT 103.78

DRAINAGE PIPE - 24 INCH, REINFORCED CONCRETE, LEAK-RESISTANT REQ'D
2700 WEST
[P 12-2] 310+42.23 RT 50.92 (CB 12-2) TO 310+36.02 RT 103.78 (CB 12-4)

DRAINAGE PIPE - 36 INCH, REINFORCED CONCRETE, LEAK-RESISTANT REQ'D
2700 WEST
[P 12-3] 308+07.69 RT 115.14 (CB 12-3) TO 310+36.02 RT 103.78 (CB 12-4)
[P 12-4] 310+36.02 RT 103.78 (CB 12-4) TO 207+27.90 RT 133.21 (CB 10-9)

REMOVE PIPE END SECTION REQ'D
2700 WEST
308+07.69 RT 115.137
310+36.02 RT 103.775

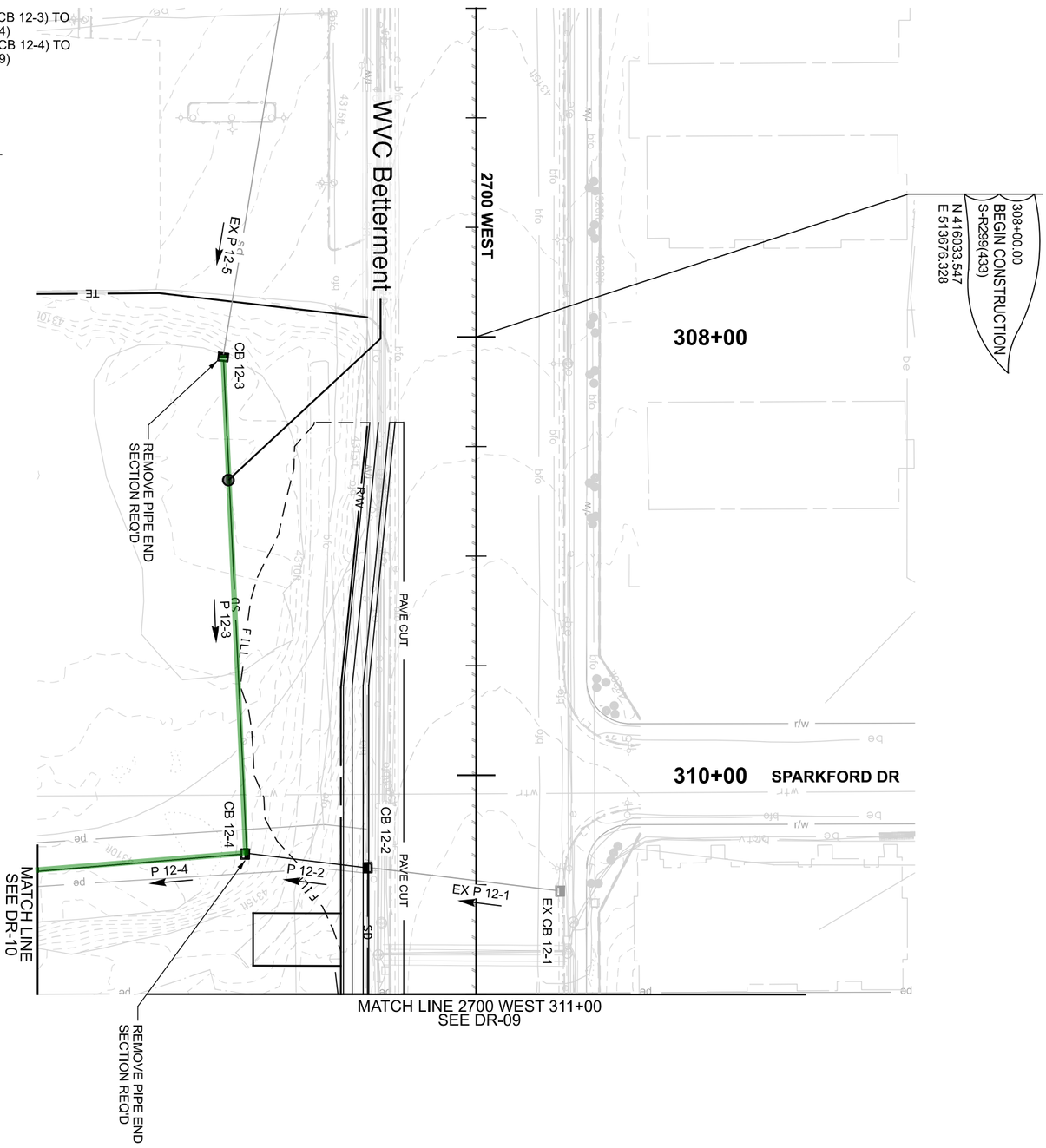


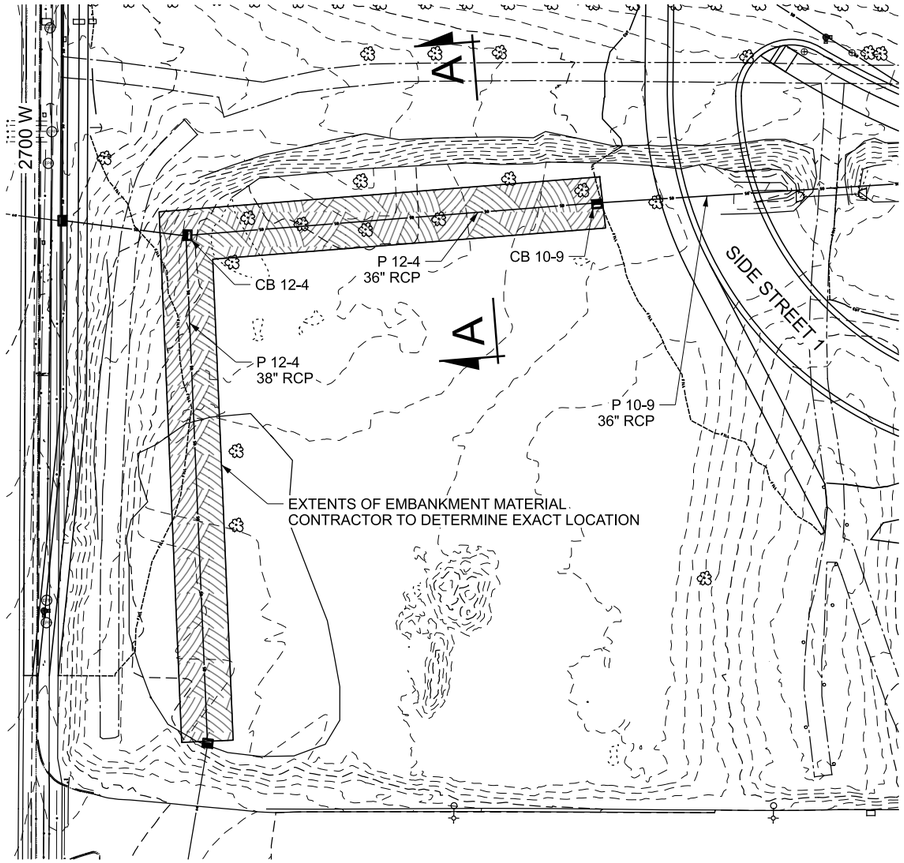
EXHIBIT A

74

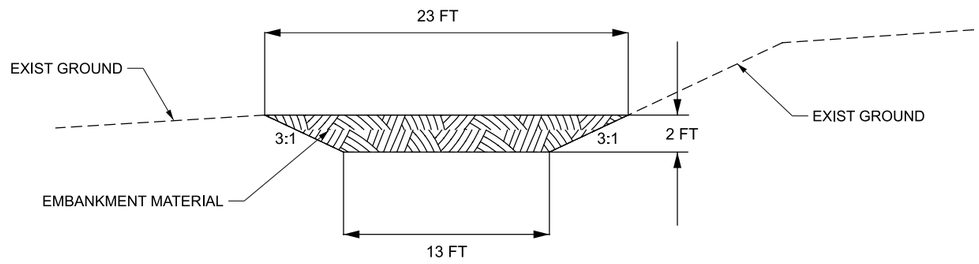
Page 9 of 11

SHEET NO. DR-12	PROJECT	I-215 SB; FRONTAGE RD (4100 TO 4700 SOUTH)	UTAH DEPARTMENT OF TRANSPORTATION KIMLEY-HORN		PRELIMINARY NOT FOR CONSTRUCTION PS&E DATE: 09/18/2023
	PROJECT NUMBER	S-R299(433) PIN 18460	APPROVED	DRAWN BY EKG	
	DRAINAGE		PROFESSIONAL ENGINEER XX/XX/XX DATE	QC CHECKED BY DWT	

EXHIBIT A



PLAN VIEW



TYPICAL SECTION A-A

NOTES:

1. DITCH DIMENSIONS VARY. TYPICAL SECTION MAY NOT APPLY TO ENTIRE EXTENTS OF EMBANKMENT MATERIAL PLACEMENT. CONTRACTOR TO VERIFY PLACEMENT.
2. EMBANKMENT PLACEMENT TO BE PLACED UP TO TOP OF BANK IN EXISTING DITCH.
3. FOR QUANTITY SEE SM SHEET SERIES. EMBANKMENT QUANTITY PROVIDED IS APPOXIMATE PER TYPICAL SECTION A-A. CONTRACTOR TO DETERMINE FINAL QUANTITY.

DITCH FILL MATERIAL

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION

KIMLEY-HORN

DRAWN BY EKG | QC CHECKED BY DWT

APPROVED

XX/XX/XX DATE

PROFESSIONAL ENGINEER

PROJECT: I-215 SB; FRONTAGE RD (4100 TO 4700 SOUTH)

PROJECT NUMBER: S-R299(433) PIN 18460

DRAINAGE DETAIL

SHEET NO. DRDT-08

10/19/2023 10:15:00 AM
pw://udotpw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/18460_I-215_SB_FRONTAGE_RD_(4100_TO_4700_SOUTH)/Hydraulics/18460_SH_DRDT-08.dgn

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A BETTERMENT AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Utah Department of Transportation ("UDOT") is performing certain right-of-way acquisition and construction along the I-215 frontage road; and

WHEREAS, the City desires to add certain storm drain infrastructure improvements to the UDOT project; and

WHEREAS, an agreement has been prepared by and between the City and UDOT, a copy of which is attached hereto and entitled "West Valley City Betterment Agreement") (hereinafter, the "Agreement"), that sets 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 approve the Agreement.

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 Agreement and any other documents, deeds, easements, or conveyances needed to accomplish the purposes set forth in 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

Item #:	
Fiscal Impact:	$300,000
Funding Source:	Transportation Sales Tax Class C Road Fund
Account #:	45-9610-40750-75287-0000
Budget Opening Required:	No

ISSUE:
A resolution authorizing the execution of a Local Agency Agreement with the Utah Department of Transportation (UDOT)

SYNOPSIS:
A local agency agreement with UDOT to contribute funds for right-of-way costs associated with the 3500 South (SR-171) Sidewalk Improvement project.

BACKGROUND:
UDOT is in the process of finalizing the design for their 3500 South Sidewalk Improvement project. This project will construct sidewalk and associated roadway improvements in West Valley City (WVC) on the south side of 3500 South at the following locations:

- 7105 West
- Highlander Street (6885 West) to 6800 West
- 5303 West

During the scoping efforts on this project, WVC proposed to contribute $100,000 towards the acquisition costs of the old Hunsaker Meats building at 5303 West, if UDOT would commit to removing the building and constructing sidewalk at that location. UDOT has agreed to include that acquisition in their project.

In addition, WVC applied for "Safe Sidewalk" funding in July of 2022 to construct a sidewalk on the south side of 3500 South between Highlander Street and 6800 West. When applying for Safe Sidewalk funding, the City must agree to acquire all necessary right-of-way and provide a 25% match. We were notified in the fall of 2022 that our application was successful. At that point we coordinated with UDOT and proposed to have them construct the sidewalk with their 3500 South Sidewalk project. UDOT agreed to include it if WVC would contribute up to $200,000 towards right-of-way costs for this section of sidewalk.

UDOT plans to advertise their project this winter and construct the sidewalk during the 2024 construction season.

RECOMMENDATION:
Execute the agreement.

SUBMITTED BY:
Coby Wilson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A LOCAL AGENCY AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Utah Department of Transportation ("UDOT") is performing certain right-of-way acquisition and construction along 3500 South; and

WHEREAS, the City desires to add additional improvements and contribute certain funding to the UDOT project; and

WHEREAS, an agreement has been prepared by and between the City and UDOT, a copy of which is attached hereto and entitled "Local Agency Agreement") (hereinafter, the "Agreement"), that sets 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 approve the Agreement.

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 Agreement and any other documents, deeds, easements, or conveyances needed to accomplish the purposes set forth in 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

Local Agency Agreement	Description: Project funding to help with r/w costs to facilitate project.	Estimated Cost $300,000
PIN: 18833 FINET/CID: 55676	Project Number: F-0171(65)0 Project Name: 3500 South (SR-171) Sidewalk Improvements	Agreement Number Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **Utah Department of Transportation**, ("**UDOT**"), and **West Valley City** a political subdivision of the State of Utah, ("**Local Agency**").

Subject to the attached provisions, UDOT will apply the local agency funds to the project as described in the detailed description below.

Detailed Description of Local Agency funds for right-of-way acquisition:

- $100,000 to be applied toward acquisition of the Hunsaker parcel.
- Up to $200,000 to be applied toward r/w costs associated with "Segment E" (Highlander Street and Hunter Village Dr.)

The total estimated cost of the right-of-way funding shall be advanced / deposited with UDOT prior to advertising / procurement of the Project. The Local Agency shall deposit the amount with UDOT's Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.

In the event the right-of-way costs are lower on "Segment E", UDOT will refund the balance of the amount deposited within 30 days of determining the final acquisition costs.

Provisions
(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

The Local Agency desires to contribute towards the specific right-of-way acquisition costs associated with this project.

I. Indemnification:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing.
b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
c. By UDOT for the convenience of the State upon written notice to the Local Agency.
d. Upon satisfactory completion of the provisions of this Agreement.

III. Miscellaneous:

This Agreement shall constitute the entire agreement and understanding of the parties and shall supersede all offers, negotiations, and other agreements. Any amendment to this agreement must be in writing and executed by authorized representatives of each party.

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement may be executed in counter parts by the parties.

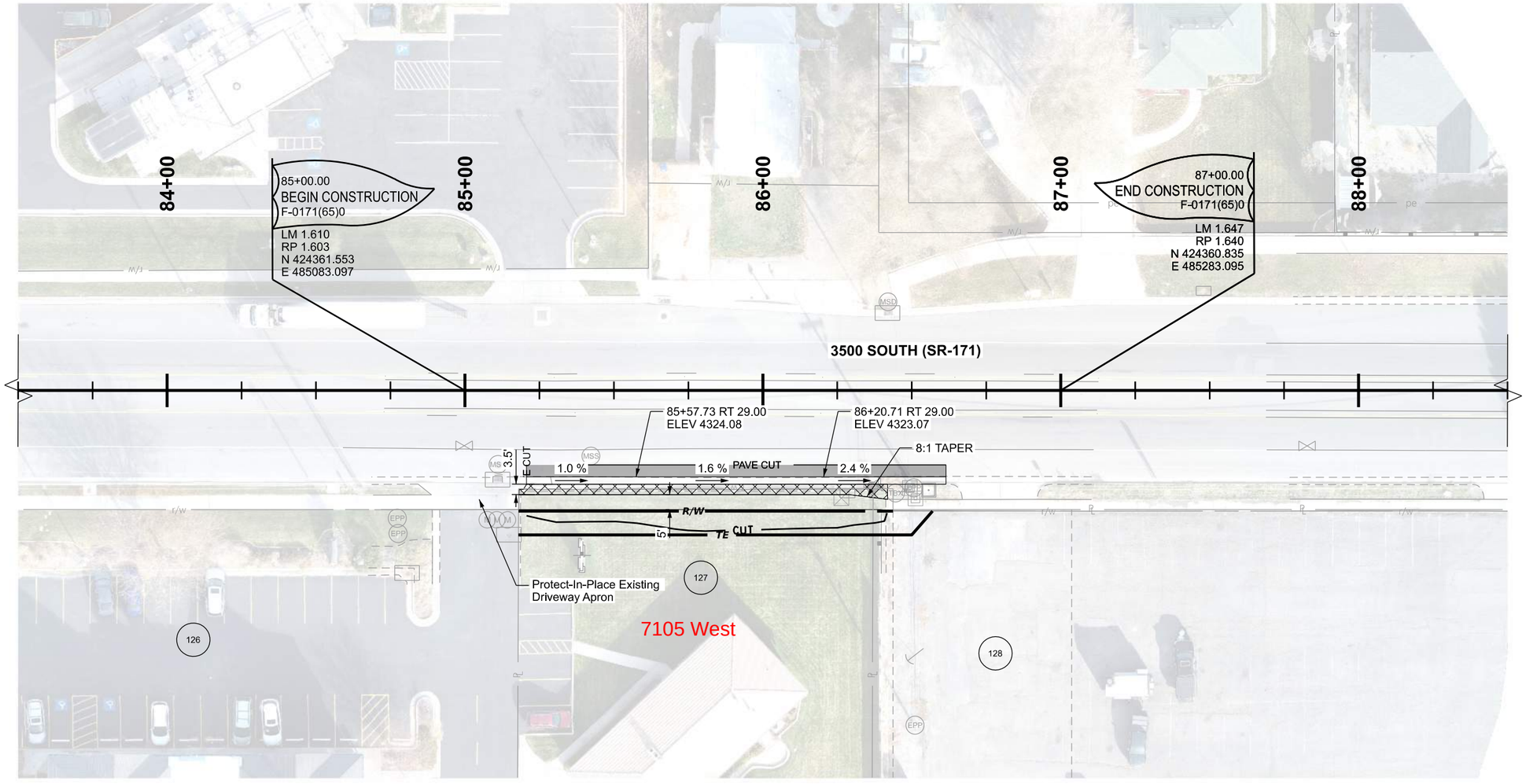
Each party represents that it has the authority to enter into this Agreement.

Language content was reviewed and approved by the Utah AG's office on April 10, 2018.

West Valley City			Utah Department of Transportation		
By		Date	By		Date
Title/Signature of Official			Project Manager		
By		Date	By		Date
Title/Signature of additional official, if required			Region Director		
By	Brandon Hill	Date 10/25/23	By		Date
Title/Signature of additional official, if required			Comptroller's Office		

PARCEL INFORMATION			
PARCEL NUMBER	OWNER	ADDRESS	ENTRY NUMBER
126	FRONTERA WEST-WV1, LLC	7135 WEST 3500 SOUTH	13846412
127	CHARLES AND JOHN C. PARIS	7105 WEST 3500 SOUTH	6809652
128	CC OSBORN PROPERTIES, LLC	7095 WEST 3500 SOUTH	XXXXXXX

SR-171 RT EDGE OF PAVEMENT				
STATION	OFFEST		EOP ELEV	CROSS-SLOPE
	FROM	TO		
85+20.69	25.00 RT	29.00 RT	4324.45	0.4%
85+25.00	25.00 RT	29.00 RT	4324.41	1.5%
85+50.00	25.00 RT	29.00 RT	4324.16	1.8%
85+75.00	25.00 RT	29.00 RT	4323.80	2.2%
86+00.00	25.00 RT	29.00 RT	4323.40	1.5%
86+25.00	25.00 RT	29.00 RT	4322.97	1.8%
86+50.00	25.00 RT	29.00 RT	4322.37	5.4%
86+61.50	25.00 RT	29.00 RT	4322.09	4.9%



LEGEND

HMA - 1/2 INCH REQ'D (7")
UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6")
GRANULAR BORROW (PLAN QUANTITY) REQ'D (12")
SEPARATION GEOTEXTILES REQ'D

STAMPED, COLORED CONCRETE FLATWORK, 4 INCH THICK REQ'D

STRIP, STOCKPILE, AND SPREAD TOPSOIL (PLAN QUANTITY) REQ'D (SPREAD AREA SHOWN)

CONCRETE CURB AND GUTTER TYPE B1 REQ'D
SR-171
85+20.69 RT 31.50 TO
86+61.50 RT 31.50

CONCRETE SIDEWALK REQ'D
SR-171
85+18.00 RT 40.00 TO
86+39.46 RT 40.00 TO
86+41.84 RT 40.30

STAMPED, COLORED CONCRETE FLATWORK, 4 INCH THICK REQ'D
SR-171
85+18.19 RT 35.00 TO
86+29.20 RT 35.00 TO
86+41.87 RT 36.59

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
WALL CONSULTANT GROUP

DRAWN BY AMY
QC CHECKED BY CHL
10/11/2023 DATE
APPROVED
PROFESSIONAL ENGINEER

3500 SOUTH (SR-171)
SIDEWALK IMPROVEMENTS
PROJECT
PROJECT NUMBER F-0171(65)0 PIN 18833
ROADWAY
SHEET NO. RD-03

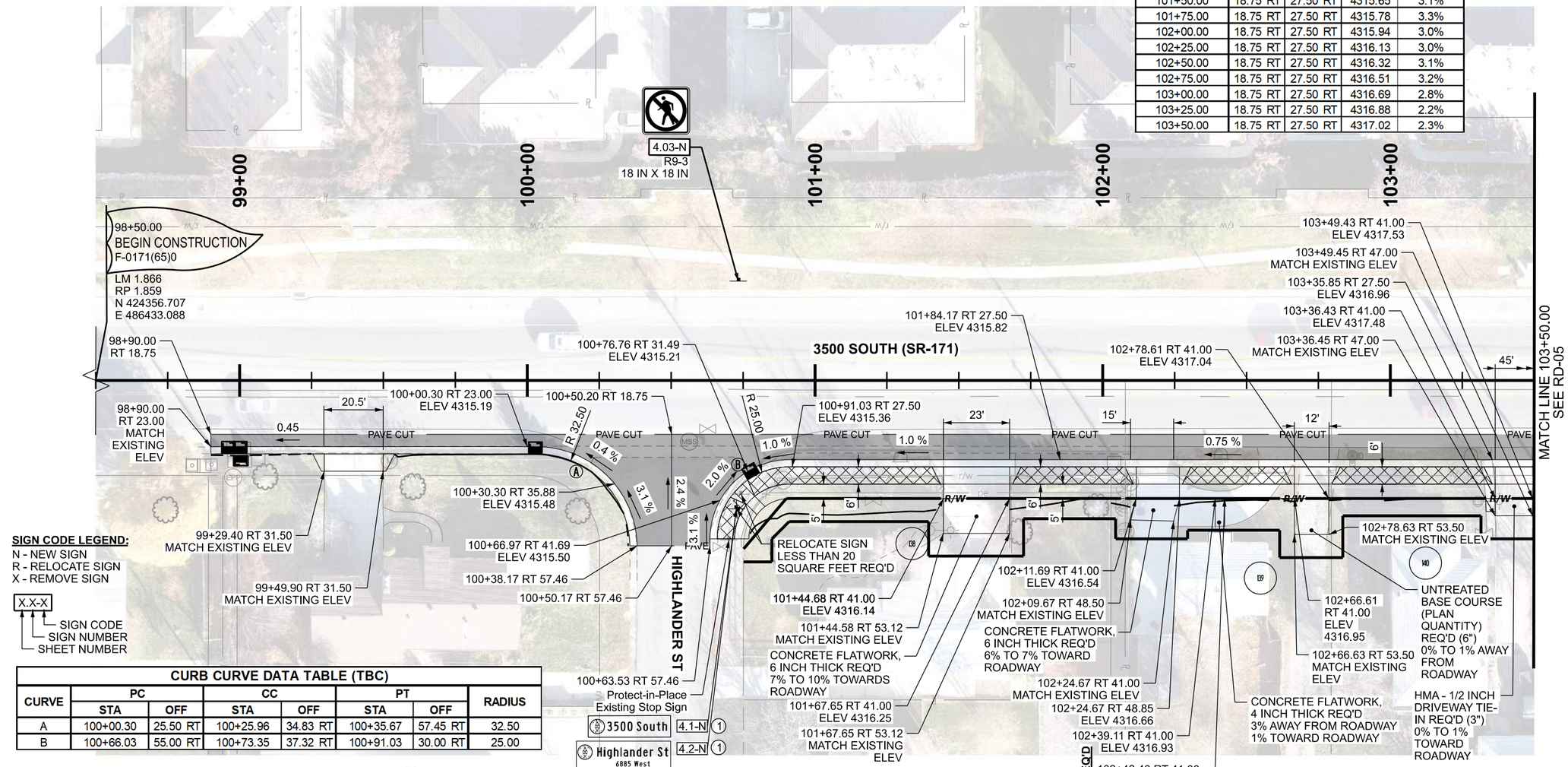
DGN File: psr://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/18833_3500_SOUTH_(SR-171)_SIDEWALK_IMPROVEMENTS/Roadway Design/18833_RD-03.dgn
11-OCT-2023

PARCEL INFORMATION			
PARCEL NUMBER	OWNER	ADDRESS	ENTRY NUMBER
138	JERRY LUE HURTADO	6871 WEST 3500 SOUTH	2596606
139	ANGELO MATIAS REYES DERDERIAN	6859 WEST 3500 SOUTH	13231843
140	JAY R. AND AERIAL A. WEBSTER	6851 WEST 3500 SOUTH	13145364

NOTES:

1. SEE DT-01 FOR WEST VALLEY CITY SIGN STANDARDS PERTAINING TO SIGNS 4.1-N AND 4.2-N

SR-171 RT EDGE OF PAVEMENT				
STATION	OFFSET FROM	OFFSET TO	EOP ELEV	CROSS-SLOPE
98+90.00	18.75 RT	24.50 RT	4314.65	7.8%
99+00.00	18.75 RT	24.50 RT	4314.89	5.8%
99+25.00	18.75 RT	24.50 RT	4315.01	5.9%
99+50.00	18.75 RT	24.50 RT	4315.12	6.8%
99+75.00	18.75 RT	24.50 RT	4315.23	5.3%
100+00.00	18.75 RT	24.50 RT	4315.35	3.7%
101+00.00	18.75 RT	27.50 RT	4315.40	4.2%
101+25.00	18.75 RT	27.50 RT	4315.53	3.5%
101+50.00	18.75 RT	27.50 RT	4315.65	3.1%
101+75.00	18.75 RT	27.50 RT	4315.78	3.3%
102+00.00	18.75 RT	27.50 RT	4315.94	3.0%
102+25.00	18.75 RT	27.50 RT	4316.13	3.0%
102+50.00	18.75 RT	27.50 RT	4316.32	3.1%
102+75.00	18.75 RT	27.50 RT	4316.51	3.2%
103+00.00	18.75 RT	27.50 RT	4316.69	2.8%
103+25.00	18.75 RT	27.50 RT	4316.88	2.2%
103+50.00	18.75 RT	27.50 RT	4317.02	2.3%



SIGN CODE LEGEND:
N - NEW SIGN
R - RELOCATE SIGN
X - REMOVE SIGN

X.X-X
- SIGN CODE
- SIGN NUMBER
- SHEET NUMBER

CURB CURVE DATA TABLE (TBC)							
CURVE	PC STA	PC OFF	CC STA	CC OFF	PT STA	PT OFF	RADIUS
A	100+00.30	25.50 RT	100+25.96	34.83 RT	100+35.67	57.45 RT	32.50
B	100+66.03	55.00 RT	100+73.35	37.32 RT	100+91.03	30.00 RT	25.00

LEGEND

- HMA - 1/2 INCH REQ'D (7")
  UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6")
  GRANULAR BORROW (PLAN QUANTITY) REQ'D (12")
  SEPARATION GEOTEXTILES REQ'D
- STAMPED, COLORED CONCRETE FLATWORK, 4 INCH THICK REQ'D
- STRIP, STOCKPILE, AND SPREAD TOPSOIL (PLAN QUANTITY) REQ'D (SPREAD AREA SHOWN)

CONCRETE CURB AND GUTTER TYPE B1 REQ'D
SR-171
98+90.00 RT 25.50 TO
100+00.30 RT 25.00 TO
100+35.67 RT 57.45
100+66.03 RT 55.00 TO
100+91.03 RT 30.00 TO
MATCH LINE RT 30.00

CONCRETE SIDEWALK REQ'D
SR-171
100+77.03 RT 55.00 TO
100+79.82 RT 46.62
100+82.65 RT 43.79 TO
100+91.03 RT 41.00 TO
101+44.68 41.00
101+67.65 RT 41.00 TO
102+11.69 RT 41.00
102+26.69 RT 41.00 TO
102+66.61 RT 41.00
102+78.61 RT 41.00 TO
103+36.43 RT 41.00
103+33.09 RT 41.00 TO
103+33.25 RT 45.50

CONCRETE DRIVEWAY FLARED,6 INCH THICK REQ'D
SR-171
99+39.67 RT 31.50
101+56.17 RT 41.00
102+17.17 RT 41.00
102+72.61 RT 41.00

CONCRETE FLATWORK, 4 INCH THICK REQ'D
SR-171
102+39.11 RT 50.72 TO
102+42.43 RT 50.72
103+33.25 RT 45.50 TO
103+36.45 RT 45.50

CONCRETE FLATWORK, 6 INCH THICK REQ'D
SR-171
101+44.65 RT 53.12 TO
101+67.65 RT 53.12
102+09.67 RT 48.50 TO
102+24.67 RT 48.85

HMA - 1/2 INCH REQ'D
SR-171
103+36.45 RT 47.00 TO
103+49.45 RT 47.00

PERPENDICULAR/PARALLEL PEDESTRIAN ACCESS RAMP REQ'D
SR-171
100+73.35 RT 37.32

STRIP, STOCKPILE, AND SPREAD TOPSOIL (PLAN QUANTITY) REQ'D
SR-171
102+64.33 RT 41.93 TO
102+66.61 RT 41.99
102+78.61 RT 41.65 TO
102+90.39 RT 41.00
103+17.83 RT 41.17 TO
103+29.33 RT 41.14
103+31.68 RT 41.19 TO
103+33.10 RT 41.22
103+49.43 RT 41.46 TO
MATCH LINE RT 41.45

STAMPED, COLORED CONCRETE FLATWORK, 4 INCH THICK REQ'D
SR-171
100+72.03 RT 55.00 TO
100+76.25 RT 43.05
100+79.08 RT 40.23 TO
100+91.03 RT 36.00 TO
101+43.65 RT 36.00
101+68.64 RT 36.00 TO
102+10.69 RT 36.00
102+27.69 RT 36.00 TO
102+65.61 RT 36.00
102+79.61 RT 36.00 TO
103+35.43 RT 36.00

UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D
SR-171
102+66.63 RT 53.50 TO
102+78.63 RT 53.50

RELOCATE SIGN LESS THAN 20 SQUARE FEET REQ'D
SR-171
100+74.37 RT 39.53 TO
100+72.69 RT 44.55

REVISIONS				
NO.	DATE	APPROVED BY		REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
WALL CONSULTANT GROUP

DRAWN BY: AMY
QC CHECKED BY: CHL
DATE: 10/11/2023
APPROVED
PROFESSIONAL ENGINEER

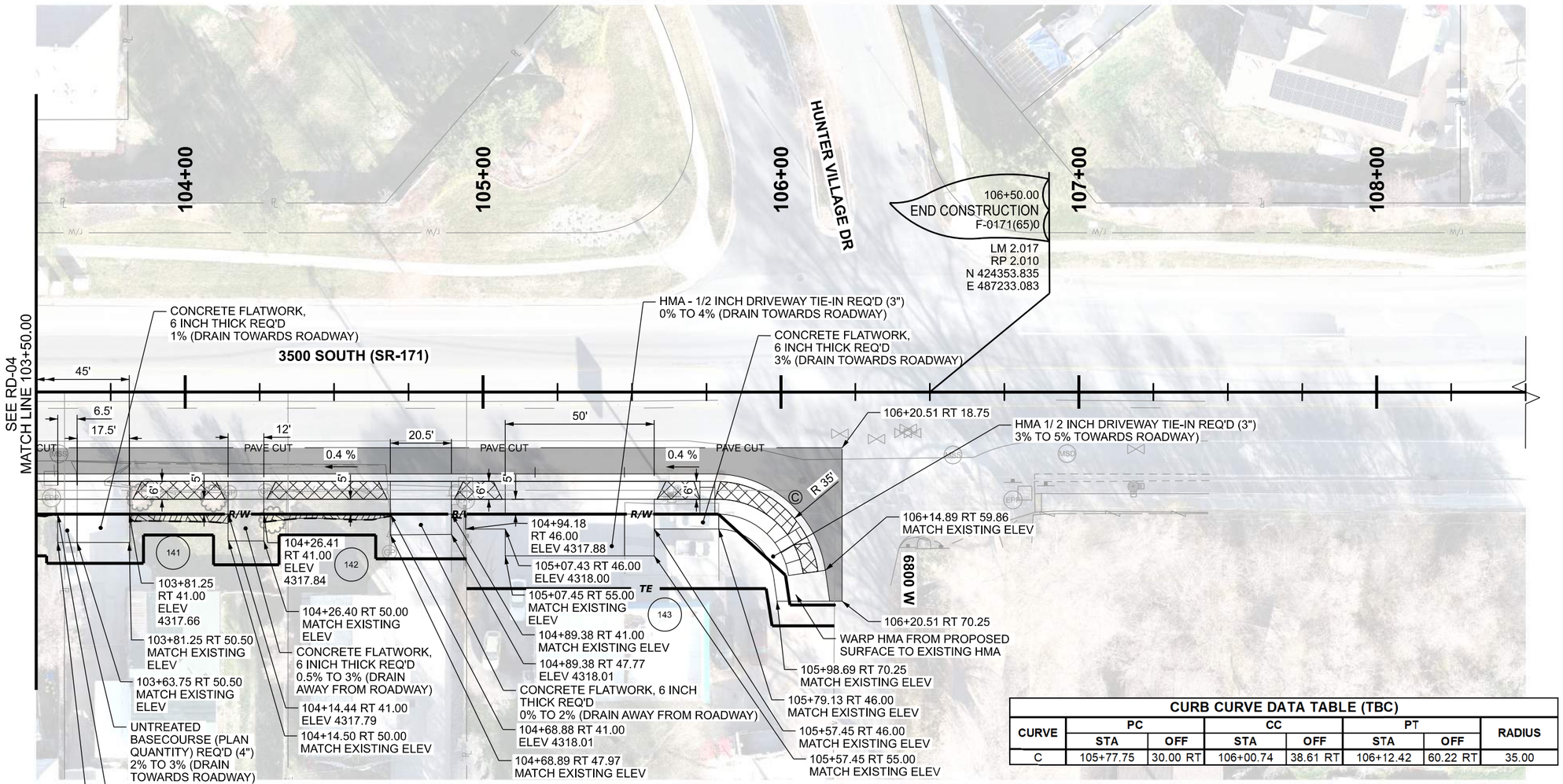
PROJECT: 3500 SOUTH (SR-171) SIDEWALK IMPROVEMENTS
PROJECT NUMBER: F-0171(65)0
PIN: 18833
ROADWAY

SHEET NO. RD-04

11-OCT-2023 DGN Files pw://udot-pwbentleyaccoudot-pw-01/Documents/UDOT Projects/Region 2 Projects/18833_3500 SOUTH_(SR-171)_SIDEWALK_IMPROVEMENTS/Roadway Design/18833_RD-04.dgn

PARCEL INFORMATION			
PARCEL NUMBER	OWNER	ADDRESS	ENTRY NUMBER
141	FABIOLA TRUJILLO	6837 WEST 3500 SOUTH	13764580
142	MAURY R. AND ROESHELL SILER	6829 WEST 3500 SOUTH	13995464
143	AMW HOLDINGS LLC	6809 WEST 3500 SOUTH	12311546

SR-171 RT EDGE OF PAVEMENT				
STATION	OFFEST		EOP ELEV	CROSS-SLOPE
	FROM	TO		
103+75.00	18.75 RT	22.75 RT	4317.12	2.9%
104+00.00	18.75 RT	22.75 RT	4317.22	3.2%
104+25.00	18.75 RT	22.75 RT	4317.32	3.4%
104+50.00	18.75 RT	22.75 RT	4317.42	3.0%
104+75.00	18.75 RT	22.75 RT	4317.52	2.6%
105+00.00	18.75 RT	22.75 RT	4317.62	2.4%
104+25.00	18.75 RT	22.75 RT	4317.72	2.6%
105+50.00	18.75 RT	22.75 RT	4317.82	3.0%
105+75.00	18.75 RT	22.75 RT	4317.92	2.8%



CURB CURVE DATA TABLE (TBC)							
CURVE	PC		CC		PT		RADIUS
	STA	OFF	STA	OFF	STA	OFF	
C	105+77.75	30.00 RT	106+00.74	38.61 RT	106+12.42	60.22 RT	35.00

LEGEND

- HMA - 1/2 INCH REQ'D (7")
  UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6")
  GRANULAR BORROW (PLAN QUANTITY) REQ'D (12")
  SEPARATION GEOTEXTILES REQ'D
- STAMPED, COLORED CONCRETE FLATWORK, 4 INCH THICK REQ'D
- STRIP, STOCKPILE, AND SPREAD TOPSOIL (PLAN QUANTITY) REQ'D (SPREAD AREA SHOWN)

CONCRETE CURB AND GUTTER TYPE B1 REQ'D
SR-171
MATCH LINE RT 30.00 TO
105+77.75 RT 30.00 TO
106+12.42 RT 60.22

CONCRETE SIDEWALK REQ'D
SR-171
103+81.25 RT 41.00 TO
104+14.44 RT 41.00 TO
104+26.41 RT 41.00 TO
104+68.88 RT 41.00 TO
104+89.38 RT 41.00 TO
105+07.45 RT 41.00 TO
105+78.75 RT 41.00 TO
105+95.30 RT 47.62 TO
106+01.61 RT 57.69 TO
106+02.51 RT 61.62

CONCRETE DRIVEWAY FLARED, 6 INCH THICK REQ'D
SR-171
103+58.84 RT 41.00
104+20.42 RT 41.00
104+79.13 RT 41.00

CONCRETE DRIVEWAY FLARED, 7 INCH THICK REQ'D
SR-171
105+32.43 RT 41.00

CONCRETE FLATWORK, 6 INCH THICK REQ'D
SR-171
104+14.50 RT 50.00 TO
104+26.40 RT 50.00
104+68.89 RT 47.97 TO
104+89.38 RT 47.77
105+47.45 RT 55.00 TO
105+79.13 RT 46.00

HMA - 1/2 INCH REQ'D
SR-171
104+94.18 RT 46.00 TO
105+07.43 RT 46.00
105+79.13 RT 46.00 TO
105+97.56 RT 62.33
106+02.51 RT 61.62 TO
106+03.64 RT 69.54

STAMPED, COLORED CONCRETE FLATWORK, 4 INCH THICK REQ'D
SR-171
103+82.25 RT 36.00 TO
104+13.41 RT 36.00
104+27.41 RT 36.00 TO
104+67.88 RT 36.00
104+90.38 RT 36.00 TO
105+06.43 RT 36.00
105+58.43 RT 36.00 TO
105+78.75 RT 36.00 TO
106+02.21 RT 47.95
106+04.33 RT 51.34 TO
106+07.47 RT 60.92

PERPENDICULAR/PARALLEL PEDESTRIAN ACCESS RAMP REQ'D
SR-171
105+75.31 RT 30.00
106+07.69 RT 46.87

UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D
SR-171
103+57.25 RT 50.50 TO
103+63.75 RT 50.50

STRIP, STOCKPILE, AND SPREAD TOPSOIL (PLAN QUANTITY) REQ'D
SR-171
MATCH LINE RT 41.45 TO
103+57.25 RT 41.39
103+81.25 RT 42.63 TO
104+14.46 RT 43.96
104+26.41 RT 43.61 TO
104+68.88 RT 41.78

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
WALL CONSULTANT GROUP

DRAWN BY AMY
QC CHECKED BY CHL

APPROVED
10/11/2023
DATE
PROFESSIONAL ENGINEER

PROJECT: 3500 SOUTH (SR-171) SIDEWALK IMPROVEMENTS
PROJECT NUMBER: F-0171(65)0 PIN 18833
ROADWAY

SHEET NO. RD-05

11-OCT-2023 DGN Files:pw:\\dot-pw-bentleyucmsdot-pw01\Documents\UDOT Projects\Region 2 Projects\18833_3500_SOUTH_(SR-171)_SIDEWALK_IMPROVEMENTS\PROJECT IMPROVEMENTS\Roadway Design\18833_RD-05.dgn

PARCEL INFORMATION			
PARCEL NUMBER	OWNER	ADDRESS	ENTRY NUMBER
171	B&J PROPERTIES, L.C.	5319 WEST 3500 SOUTH	7479654
174	PETE FUNARO	5303 WEST 3500 SOUTH	12503637
171B	B&J PROPERTIES, L.C.	5287 WEST 3500 SOUTH	7479653

203+00
204+00
205+00
206+00
207+00
208+00

MERRY LN

206+00.00
END CONSTRUCTION
F-0171(65)0
LM 3.902
RP 3.897
N 424313.588
E 497183.001

204+69.47 RT 23.00
205+81.87 RT 23.00
25.5'
PAVE CUT
3.5'
4'
0.37
PAVE CUT
R/W

204+50.00
BEGIN CONSTRUCTION
F-0171(65)0
LM 3.873
RP 3.868
N 424314.211
E 497033.003

171
174
171B
TE
TE
5303 West

LEGEND

HMA - 1/2 INCH REQ'D (7")
UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6")
GRANULAR BORROW (PLAN QUANTITY) REQ'D (12")
SEPARATION GEOTEXTILES REQ'D

STAMPED, COLORED CONCRETE FLATWORK, 4 INCH THICK REQ'D

STRIP, STOCKPILE, AND SPREAD TOPSOIL (PLAN QUANTITY) REQ'D (SPREAD AREA SHOWN)

CONCRETE CURB AND GUTTER TYPE B1 REQ'D
SR-171
204+69.46 RT 31.50 TO
205+61.87 RT 31.50

CONCRETE SIDEWALK REQ'D
SR-171
204+59.69 RT 39.00 TO
204+77.29 RT 39.00
205+02.79 RT 39.00 TO
205+72.70 RT 39.00

CONCRETE DRIVEWAY FLARED, 6 INCH THICK REQ'D
SR-171
204+90.04 RT 39.00

STAMPED, COLORED CONCRETE FLATWORK, 4 INCH THICK REQ'D
SR-171
205+03.79 RT 35.00 TO
205+72.57 RT 35.00

SR-171 RT EDGE OF PAVEMENT				
STATION	OFFEST FROM	OFFEST TO	EOP ELEV	CROSS-SLOPE
204+69.47	23.00 RT	29.00 RT	4294.41	5.0%
204+75.00	23.00 RT	29.00 RT	4294.40	4.8%
205+00.00	23.00 RT	29.00 RT	4294.30	3.7%
205+25.00	23.00 RT	29.00 RT	4294.21	3.7%
205+50.00	23.00 RT	29.00 RT	4294.12	4.6%
205+75.00	23.00 RT	29.00 RT	4294.02	3.5%
205+81.87	23.00 RT	29.00 RT	4294.00	3.6%

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
WALL CONSULTANT GROUP

DRAWN BY AMY
QC CHECKED BY CHL
10/11/2023 DATE
APPROVED
PROFESSIONAL ENGINEER

PROJECT: 3500 SOUTH (SR-171)
SIDEWALK IMPROVEMENTS
PROJECT NUMBER: F-0171(65)0 PIN 18833
ROADWAY

SHEET NO. RD-06

11-OCT-2023
DGN Files:ps://udot-pwbentleycomudot-pw-01/Documents/UDOT Projects/Region 2 Projects/18833_3500_SOUTH_(SR-171)_SIDEWALK_IMPROVEMENTS/Roadway Design/18833_RD-06.dgn

Item #:	
Fiscal Impact:	$23,640
Funding Source:	Transportation Sales Tax
Account #:	45-9610-40750-75287-0000
Budget Opening Required:	No

ISSUE:
A resolution authorizing the execution of a Betterment Agreement with the Utah Department of Transportation (UDOT)

SYNOPSIS:
A local agency agreement with UDOT to place stamped, colored concrete in park strips while constructing their 3500 South (SR-171) Sidewalk Improvement project.

BACKGROUND:
UDOT is in the process of finalizing the design for their 3500 South Sidewalk Improvement project. This project will construct sidewalk and associated roadway improvements in West Valley City (WVC) on the south side of 3500 South at the following locations:

- 7105 West
- Highlander Street (6885 West) to 6800 West
- 5303 West

WVC has requested that UDOT construct stamped colored concrete per City standards in areas where a park strip is being introduced. UDOT is willing to do the work as a betterment but will require WVC to pay the difference in cost between regular concrete flatwork and stamped, colored concrete.

UDOT plans to advertise their project this winter and construct the sidewalk during the 2024 construction season.

RECOMMENDATION:
Execute the agreement.

SUBMITTED BY:
Coby Wilson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A LOCAL AGENCY COST ESTIMATE BETTERMENT AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Utah Department of Transportation ("UDOT") is performing certain right-of-way acquisition and construction along 3500 South; and

WHEREAS, the City desires to add certain stamped concrete improvements to the UDOT project; and

WHEREAS, an agreement has been prepared by and between the City and UDOT, a copy of which is attached hereto and entitled "Local Agency Cost Estimate Betterment Agreement") (hereinafter, the "Agreement"), that sets 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 approve the Agreement.

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 Agreement and any other documents, deeds, easements, or conveyances needed to accomplish the purposes set forth in 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

Local Agency **Cost Estimate** **Betterment Agreement**	Betterment Description: Concrete Flatwork Local Agency: West Valley City	Estimated Cost for Betterment 23,640.00
PIN: 18833 FINET/CID: 55676	Project Number: F-0171(65)0 Project Name: 3500 South (SR-171) Sidewalk Improvements	Agreement Number Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **Utah Department of Transportation**, ("**UDOT**"), and West Valley City a political subdivision of the State of Utah, ("**Local Agency**").

Subject to the attached provisions, UDOT will include the following betterment work items into the above referenced Project and will oversee construction of the betterment work. Upon signing this Agreement, the Local Agency agrees that the costs shown below are estimates only and the Local Agency is responsible for paying all actual costs associated with these betterment items, based on Contract Unit Bid Prices, and actual quantities placed.

Detailed Description of Betterment Work: 2955' Stamped, Colored Concrete Flatwork 4"/ West Valley City requested Stamped Colored Concrete / Additional Cost is shown in Estimate Table.

Bid Item No.	Description	Quantity	Estimated Unit Price	Estimated Cost
46	Stamped, Colored Concrete Flatwork 4 Inch Tick	2955	18.00	53,190.00
44	Concrete Flatwork 4 Inch Tick	-2955	10.00	-29,550.00
	Subtotal			23,640.00
	Preliminary Engineering @ _% (If applicable)			N/A
	Construction Engineering @ _% (If applicable)			N/A
	Total Estimated Cost of Betterment Work	23,640.00		

The total estimated cost of the betterment work shall be advanced / deposited with UDOT prior to advertising / procurement of the Project. The Local Agency shall deposit the amount with UDOT's Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.

In the event the actual betterment costs are higher, the Local Agency shall pay the additional amount required within 30 days of receiving an invoice from UDOT. In the event the actual betterment costs are lower, UDOT will refund the balance of the amount deposited within 30 days of determining the final cost of the betterment work.

Provisions
(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

The Local Agency desires to include the betterment work items described herein in the project contract work.

UDOT will include the Local Agency's requested betterment work in the project contract provided that the Local Agency pay the actual additional costs and UDOT's project will not be delayed because of the betterments. No betterments will be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer or appropriate representative to correct or clarify issues during construction and to perform the necessary inspection for the Local Agency work installed by the contractor. The Local Agency engineer and / or inspector shall work with and through UDOT's Project Manager or Resident Engineer and shall give no orders directly to UDOT's contractor unless authorized in writing to do so. UDOT's contractor will accomplish the work covered herein on the Local Agency's facilities in accordance with the plans and specifications provided by the Local Agency, including changes or additions to the plans and specifications which are approved by the parties.

The Local Agency, through its inspection of the work, will provide UDOT's Project Manager or Resident Engineer with information covering any problems or concerns the Local Agency may have with acceptance of the facilities upon completion of construction.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this project or to ensure compliance with acceptable standards.

Except in cases of emergency, access for maintenance and servicing of the Local Agency facilities located on UDOT's right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain the permit and abide by the conditions thereof for policing and other controls in the conformance with Utah Administrative Rules.

I. Indemnification:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing.
b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
c. By UDOT for the convenience of the State upon written notice to the Local Agency.
d. Upon satisfactory completion of the provisions of this Agreement.

III. Maintenance:

The Local Agency agrees that, upon completion and final inspection of the project construction, to accept, own and maintain the betterment work covered herein at no further cost to UDOT.

IV. Payment and Reimbursement to UDOT:

The Local Agency shall be responsible for all actual costs associated with these betterment items.

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the betterment work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

The Local Agency recognizes that if its project scope or schedule changes from the terms of this Agreement, Local Agency will notify the UDOT Project Manager or Resident Engineer will be notified prior to changes being made. Any costs incurred by UDOT as a result of these scope or schedule changes will be the responsibility of the Local Agency.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this Agreement, a signed written modification to this Agreement is required prior to the start of work on the changes or additions.

VI. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

All work of the Company that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The Company shall at all times comply with the Telecommunications Laws. The Company hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the Company and UDOT, the Company hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The Company shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the Company or its associates is not in compliance with the Telecommunications Laws, the Company agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

VII. Miscellaneous:

This Agreement shall constitute the entire agreement and understanding of the parties with respect to the betterments, and shall supersede all offers, negotiations, and other agreements. Any amendment to this agreement must be in writing and executed by authorized representatives of each party.

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement may be executed in counter parts by the parties.

Each party represents that it has the authority to enter into this Agreement.

Language content was reviewed and approved by the Utah AG's office on April 10, 2018.

(Signature Page to Follow)

West Valley City			Utah Department of Transportation		
By		Date	By		Date
Title/Signature of Official			Project Manager		
By		Date	By		Date
Title/Signature of additional official, if required			Region Director		
By	Brandon Hill	Date 10/25/23	By		Date
Title/Signature of additional official, if required			Comptroller's Office		

Item #:	
Fiscal Impact:	$64.32 (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 and a Temporary Construction Easement.

SYNOPSIS:

2700 South LLC has signed a Real Estate Purchase Contract and has agreed to sign a Warranty Deed and a Temporary Construction Easement for property located at 2720-36 S. Constitution Boulevard (15-21-377-003).

BACKGROUND:

The 2700 South LLC parcel located at 2620-36 S. Constitution Boulevard 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, Temporary Construction Easement and improvements is $950.00 which was negotiated based upon the Administrative Compensation Estimate prepared by Meridian Engineering, Inc. .

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 $64.32. .

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement 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 AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM 2700 SOUTH LLC FOR PROPERTY LOCATED AT 2720-2736 WEST PARKWAY BOULEVARD.

WHEREAS, 2700 South LLC (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 2720-2736 West Parkway Boulevard that is affected by the Cross Towne Trail 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

DocuSign Envelope ID: 60A14695-CE6C-4570-8F66-D5D2E71B02D1

WEST VALLEY CITY
Unity Pride Progress

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 123:C, 123:E

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: 15-21-377-003
Property Address: 2720-36 Constitution Blvd WEST VALLEY CITY UT, 84119
Owner's Address: PO Box 1926,West Valley City,UT,84110
Primary Phone: 801-809-5000 Owner's Home Phone: Owner's Work Phone: (801)809-5000
Owner / Grantor (s): 2700 South LLC

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, 2700 South LLC ("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:C, 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 $950 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.

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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.

DS

Grantor's Initials

WEST VALLEY CITY
Unity Pride Progress

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 123:C, 123:E

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: 15-21-377-003
Property Address: 2720-36 Constitution Blvd WEST VALLEY CITY UT, 84119
Owner's Address: PO Box 1926,West Valley City,UT,84110
Primary Phone: 801-809-5000 Owner's Home Phone: Owner's Work Phone: (801)809-5000
Owner / Grantor (s): 2700 South LLC

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):

11.1 Owner acknowledges recieving an Administrative Settlement payment in the amount of $150.00, 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.

11.2 The City, UDOT and Owner agree to use reasonable efforts to close this acquisition within 45 days upon full execution of this contract. Owner acknowledges third parties may interere with the ability to a timely closing.

11.3 The temporary easement shall commence upon the start of construction on the property and continue until construction is complete, or for three years, whichever occurs first.

DS

Grantor's Initials

DocuSign Envelope ID: 60A14695-CE6C-4570-8F66-D5D2E71B02D1

Project No: F-2162(2)1 Parcel No.(s): 123:C, 123:E

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: 15-21-377-003
Property Address: 2720-36 Constitution Blvd WEST VALLEY CITY UT, 84119
Owner's Address: PO Box 1926,West Valley City,UT,84110
Primary Phone: 801-809-5000 Owner's Home Phone: Owner's Work Phone: (801)809-5000
Owner / Grantor (s): 2700 South LLC

SIGNATURE PAGE TO WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Tammy Evans, 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):

DocuSigned by:
[signature]
E8B0C6805BA84C...

10/16/2023 | 9:18 AM PDT
Date

100% Steven Condie 2700 South LLC

WEST VALLEY CITY

_____ _____
Date

Local Government Authority

DS
Grantor's Initials

DocuSign Envelope ID: 60A14695-CE6C-4570-8F66-D5D2E71B02D1

Project No: F-2162(2)1 Parcel No.(s): 123:C, 123:E

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: 15-21-377-003
Property Address: 2720-36 Constitution Blvd WEST VALLEY CITY UT, 84119
Owner's Address: PO Box 1926,West Valley City,UT,84110
Primary Phone: 801-809-5000 Owner's Home Phone: Owner's Work Phone: (801)809-5000
Owner / Grantor (s): 2700 South LLC

Exhibit A
(Attach conveyance documents)

DS

Grantor's Initials

DocuSign Envelope ID: 60A14695-CE6C-4570-8F66-D5D2E71B02D1

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.	15-21-377-003
	PIN No.	17869
	Project No.	F-2162(2)1
	Parcel No.	2162:123:C

2700 South LLC, 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 SW1/4 of Section 21, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said entire tract at the intersection of the existing southerly right of way line of Parkway Boulevard and the existing westerly right of way line of Constitution Boulevard, which corner is 50.00 feet S.89°59'50"W. along the section line and 339.71 feet N.00°00'04"W. (N.00°05'10"W. by record) from the South Quarter Corner of said Section 29; and running thence S.00°00'04"E. (S.00°05'10"E. by record) 6.00 feet along said existing easterly right of way line to a point 46.00 feet perpendicularly distant southerly from the control line of said project opposite engineer station 76+28.72; thence N.46°01'33"W. 8.64 feet to said existing southerly right of way line at a point 40.00 feet perpendicularly distant southerly from said control line opposite engineer station 76+22.50; thence N.89°59'50"E. 6.22 feet along said existing southerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 19 square feet in area more or less.

(Note: Rotate all bearings in the above description 00°09'36" clockwise to obtain highway bearings.)

Continued on Page 2

DocuSign Envelope ID: 60A14695-CE6C-4570-8F66-D5D2E71B02D1

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:123:C

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

2700 South LLC
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 2700 South LLC, a Utah limited liability company, and that said document was signed by him/her on behalf of said 2700 South LLC by Authority of its _____.

_____
Notary Public

DocuSign Envelope ID: 60A14695-CE6C-4570-8F66-D5D2E71B02D1

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

Temporary Construction Easement

(Limited Liability Company)

Salt Lake County

Tax ID No.	15-21-377-003
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:123:E

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

A temporary easement, upon part of an entire tract of property, in the SE1/4 SW1/4 of Section 21, 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 the existing Parkway Boulevard known as Project No. F-2162(2)1. 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 upon part of an entire tract of property are described as follows:

Beginning at a point in the existing westerly right of way line of Constitution Boulevard, said point is 50.00 feet S.89°59'50"W. along the section line and 333.71 feet N.00°00'04"W. (N.00°05'10"W. by record) from the South Quarter Corner of said Section 29; and running thence S.00°00'04"E. (S.00°05'10"E. by record) 6.95 feet along said existing easterly right of way line; thence N.46°01'33"W. 18.65 feet to the existing southerly right of way line of Parkway Boulevard; thence N.89°59'50"E. 7.20 feet along said existing southerly right of way line; thence S.46°01'33"E. 8.64 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 easement upon part of an entire tract of property contains 68 square feet in area or 0.002 acre, more or less.

(Note: Rotate all bearings in the above description 00°09'36" clockwise to obtain highway bearings.)

Continued on Page 2

DocuSign Envelope ID: 60A14695-CE6C-4570-8F66-D5D2E71B02D1

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:123:E

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

2700 South LLC
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 2700 South LLC, a Utah limited liability company, and that said document was signed by him/her on behalf of said 2700 South LLC 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.	15-21-377-003
	PIN No.	17869
	Project No.	F-2162(2)1
	Parcel No.	2162:123:C

2700 South LLC, 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 SW1/4 of Section 21, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said entire tract at the intersection of the existing southerly right of way line of Parkway Boulevard and the existing westerly right of way line of Constitution Boulevard, which corner is 50.00 feet S.89°59'50"W. along the section line and 339.71 feet N.00°00'04"W. (N.00°05'10"W. by record) from the South Quarter Corner of said Section 29; and running thence S.00°00'04"E. (S.00°05'10"E. by record) 6.00 feet along said existing easterly right of way line to a point 46.00 feet perpendicularly distant southerly from the control line of said project opposite engineer station 76+28.72; thence N.46°01'33"W. 8.64 feet to said existing southerly right of way line at a point 40.00 feet perpendicularly distant southerly from said control line opposite engineer station 76+22.50; thence N.89°59'50"E. 6.22 feet along said existing southerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 19 square feet in area more or less.

(Note: Rotate all bearings in the above description 00°09'36" clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:123:C

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

2700 South LLC
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 2700 South LLC, a Utah limited liability company, and that said document was signed by him/her on behalf of said 2700 South LLC 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

Temporary Construction Easement

(Limited Liability Company)

Salt Lake County

Tax ID No.	15-21-377-003
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:123:E

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

A temporary easement, upon part of an entire tract of property, in the SE1/4 SW1/4 of Section 21, 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 the existing Parkway Boulevard known as Project No. F-2162(2)1. 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 upon part of an entire tract of property are described as follows:

Beginning at a point in the existing westerly right of way line of Constitution Boulevard, said point is 50.00 feet S.89°59'50"W. along the section line and 333.71 feet N.00°00'04"W. (N.00°05'10"W. by record) from the South Quarter Corner of said Section 29; and running thence S.00°00'04"E. (S.00°05'10"E. by record) 6.95 feet along said existing easterly right of way line; thence N.46°01'33"W. 18.65 feet to the existing southerly right of way line of Parkway Boulevard; thence N.89°59'50"E. 7.20 feet along said existing southerly right of way line; thence S.46°01'33"E. 8.64 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 easement upon part of an entire tract of property contains 68 square feet in area or 0.002 acre, more or less.

(Note: Rotate all bearings in the above description 00°09'36" clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:123:E

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

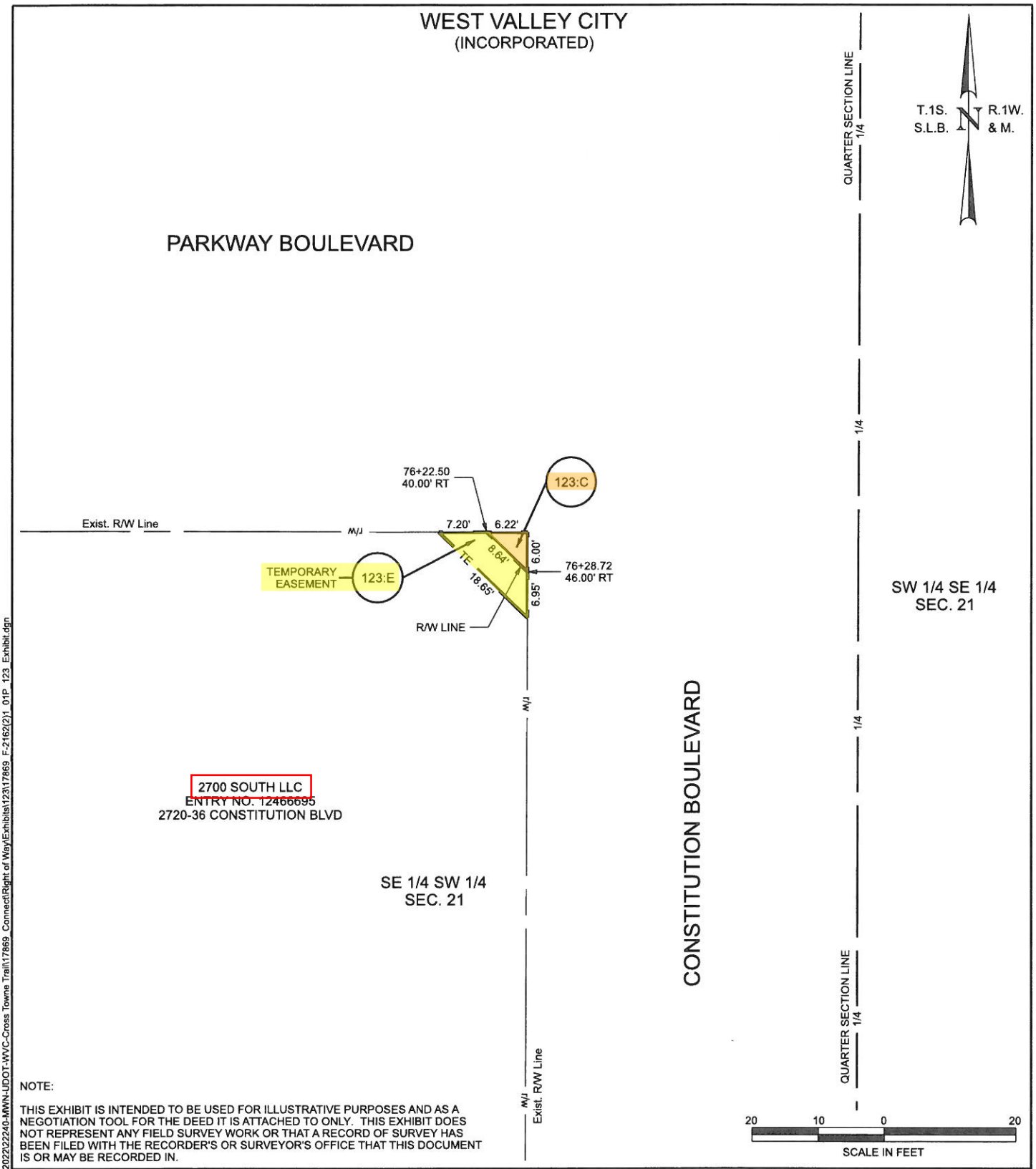
2700 South LLC
Limited Liability Company

_____
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 2700 South LLC, a Utah limited liability company, and that said document was signed by him/her on behalf of said 2700 South LLC by Authority of its _____.

_____
Notary Public



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:C	2700 SOUTH LLC	0.000	19	NONE	1.051	NONE	1.051
123:E	2700 SOUTH LLC	0.002	68			TEMPORARY	

SHEET NO. 123-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	2700 SOUTH LLC
PROJECT	CROSS TOWNE TRAIL; 2700 WEST TO BANGERTER HWY	PROPERTY ADRESS:	2720-36 CONSTITUTION BLVD
PROJECT NUMBER	F-2162(2)1 PIN 17869	UTAH DEPARTMENT OF TRANSPORTATION MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22240-MWN-UDOT-WVC-Cross Towne Trail\17869_Connect\Right of Way\Exhibits\123\17869_F-2162(2)1_01P_123_Exhibit.dgn

27-APR-2023



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:C	2700 SOUTH LLC	0.000	19	NONE	1.051	NONE	1.051
123:E	2700 SOUTH LLC	0.002	68			TEMPORARY	

SHEET NO. 123-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	2700 SOUTH LLC
PROJECT	CROSS TOWNE TRAIL; 2700 WEST TO BANGERTER HWY	PROPERTY ADRESS:	2720-36 CONSTITUTION BLVD
PROJECT NUMBER	F-2162(2)1 PIN 17869	UTAH DEPARTMENT OF TRANSPORTATION MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22240-MWN-UDOT-WVC-Cross Towne Trail\17869_Connect\Right of Way\Exhibits\123\17869_F-2162(2)1_01P_123_Exhibit-Aerial.dgn

27-APR-2023

Item #:	
Fiscal Impact:	$1,022.27 (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 Warranty Deed and a Temporary Construction Easement.

SYNOPSIS:

Jacob N. Bastian and Elizabeth A. Bastian have signed a Real Estate Purchase Contract and have signed a Warranty Deed and a Temporary Construction Easement for property located at 3117 West 3650 South (15-33-151-006).

BACKGROUND:

The Jacob N. Bastian and Elizabeth A. Bastian parcel located at 3117 West 3650 South 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 $15,100.00 and was based upon an appraisal report estimate prepared by Integra Realty Resources.

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 $1,022.27.

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement and authorize the mayor to execute the Real Estate Purchase Contract. Warranty Deed and 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 WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM JACOB AND ELIZABETH BASTIAN FOR PROPERTY LOCATED AT 3117 WEST 3650 SOUTH.

WHEREAS, Jacob and Elizabeth Bastian (herein and collectively "Owner") have entered into a Real Estate Purchase Contract for property located at 3117 West 3650 South that is affected by the Lancer Way 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 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): 110:C, 110: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: 15-33-151-006
Property Address: 3117 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 3117 West 3650 South,WEST VALLEY CITY,UT,84119
Primary Phone: 801-808-0282 Owner's Home Phone: (801)808-0282 Owner's Work Phone:
Owner / Grantor (s): Jacob N. Bastian and Elizabeth A. Bastian, husband and wife as joint tenants

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Jacob N. Bastian and Elizabeth A. Bastian, husband and wife as 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 110:C, 110:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $15,100 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): **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.

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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.

Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 110:C, 110: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: 15-33-151-006
Property Address: 3117 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 3117 West 3650 South,WEST VALLEY CITY,UT,84119
Primary Phone: 801-808-0282 Owner's Home Phone: (801)808-0282 Owner's Work Phone:
Owner / Grantor (s): Jacob N. Bastian and Elizabeth A. Bastian, husband and wife as 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):

Owner acknowledges receiving payment for the following improvements acquired: Concrete Driveway (80 SF), Asphalt Driveway (30 SF), Lawn (360 SF) in the amount of $835.00 which is included in the Total Purchase Price.

Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 110:C, 110: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: 15-33-151-006
Property Address: 3117 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 3117 West 3650 South,WEST VALLEY CITY,UT,84119
Primary Phone: 801-808-0282 Owner's Home Phone: (801)808-0282 Owner's Work Phone:
Owner / Grantor (s): Jacob N. Bastian and Elizabeth A. Bastian, husband and wife as joint tenants

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% Jacob N and Elizabeth A Bastian - OWNER(s)

10/13/2023 Date

10/13/2023 Date

WEST VALLEY CITY

Karen Lang, Mayor Date

Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 110:C, 110: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: 15-33-151-006
Property Address: 3117 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 3117 West 3650 South,WEST VALLEY CITY,UT,84119
Primary Phone: 801-808-0282 Owner's Home Phone: (801)808-0282 Owner's Work Phone:
Owner / Grantor (s): Jacob N. Bastian and Elizabeth A. Bastian, husband and wife as joint tenants

Exhibit A
(Attach conveyance documents)

Grantor's Initials

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

EXHIBIT A

Warranty Deed

(Individual)

Salt Lake County

Tax ID No.	15-33-151-006
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:110:C

Jacob N. Bastian and Elizabeth A. Bastian, husband and wife as joint tenants, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to West Valley City, Grantee, at 3600 South Constitution Boulevard, 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 widening of the existing Lancer Way (3650 South Street) known as Project No. F-2215(1)0, being part of an entire tract of property situate in the SW1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract in the existing southerly right of way line of said Lancer Way which corner is 1,377.70 feet South along the section line and 400.00 feet East from the Northwest Corner of said Section 33; and running thence East 85.00 feet along said southerly right of way line to the northeast corner of said entire tract; thence South 5.90 feet along the easterly boundary line of said entire tract to a point in a line parallel with and 33.00 feet perpendicularly distant southerly from the project control line; thence S.89°55’29”W. 85.00 feet along said parallel line to a point in the westerly boundary line of said entire tract; thence North 6.01 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 parcel of land contains 506 square feet or 0.012 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°00'24" counter-clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:110:C

As per Utah State Code 72-5-103 title of the underlying fee to the center of the existing right of way is relinquished as part of this conveyance and transferred to the Grantee of this instrument.

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

Jacob N. Bastian

Elizabeth A. Bastian

On this _____ day of _____, in the year 20____, before me personally appeared, Jacob N. Bastian and Elizabeth A. Bastian, husband and wife as 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

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

Temporary Construction Easement

(Individual)

Salt Lake County

Tax ID No.	15-33-151-006
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:110:E

Jacob N. Bastian and Elizabeth A. Bastian, husband and wife as joint tenants, 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, 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 a point in the westerly boundary line of said entire tract which is 1,377.70 feet South along the section line and 330.00 feet East and 6.01 feet South from the Northwest Corner of said Section 33; and running thence N.89°55’29”E. 85.00 feet to a point in the easterly boundary line of said entire tract; thence South 8.00 feet along said easterly boundary line; thence S.89°55’29”W. 53.40 feet; thence S.00°04’31”E. 9.00 feet; thence S.89°55’29”W. 31.61 feet to a point in said westerly boundary line; thence North 17.00 feet along said westerly boundary line to the point of beginning. The above described easement contains 964 square feet or 0.022 acre in area, more or less.

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:110:E

(Note: Rotate all bearings in the above description 00°00'24" counter-clockwise to obtain highway bearings.)

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

Jacob N. Bastian

Elizabeth A. Bastian

On this _____ day of _____, in the year 20_____, before me personally appeared, Jacob N. Bastian and Elizabeth A. Bastian, husband and wife as 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

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

Warranty Deed

(Individual)

Salt Lake County

Tax ID No.	15-33-151-006
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:110:C

Jacob N. Bastian and Elizabeth A. Bastian, husband and wife as joint tenants, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to West Valley City, Grantee, at 3600 South Constitution Boulevard, 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 widening of the existing Lancer Way (3650 South Street) known as Project No. F-2215(1)0, being part of an entire tract of property situate in the SW1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract in the existing southerly right of way line of said Lancer Way which corner is 1,377.70 feet South along the section line and 400.00 feet East from the Northwest Corner of said Section 33; and running thence East 85.00 feet along said southerly right of way line to the northeast corner of said entire tract; thence South 5.90 feet along the easterly boundary line of said entire tract to a point in a line parallel with and 33.00 feet perpendicularly distant southerly from the project control line; thence S.89°55'29"W. 85.00 feet along said parallel line to a point in the westerly boundary line of said entire tract; thence North 6.01 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 parcel of land contains 506 square feet or 0.012 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°00'24" counter-clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:110:C

As per Utah State Code 72-5-103 title of the underlying fee to the center of the existing right of way is relinquished as part of this conveyance and transferred to the Grantee of this instrument.

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

Jacob N. Bastian

Elizabeth A. Bastian

On this 13th day of October, in the year 2023, before me personally appeared, Jacob N. Bastian and Elizabeth A. Bastian, husband and wife as 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

DANIEL FOCHS
Notary Public - State of Utah
Commission Number: 726656
My Commission Expires on
September 12, 2026

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.	15-33-151-006
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:110:E

Jacob N. Bastian and Elizabeth A. Bastian, husband and wife as joint tenants, 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, 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 a point in the westerly boundary line of said entire tract which is 1,377.70 feet South along the section line and 330.00 feet East and 6.01 feet South from the Northwest Corner of said Section 33; and running thence N.89°55'29"E. 85.00 feet to a point in the easterly boundary line of said entire tract; thence South 8.00 feet along said easterly boundary line; thence S.89°55'29"W. 53.40 feet; thence S.00°04'31"E. 9.00 feet; thence S.89°55'29"W. 31.61 feet to a point in said westerly boundary line; thence North 17.00 feet along said westerly boundary line to the point of beginning. The above described easement contains 964 square feet or 0.022 acre in area, more or less.

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:110:E

(Note: Rotate all bearings in the above description 00°00'24" counter-clockwise to obtain highway bearings.)

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

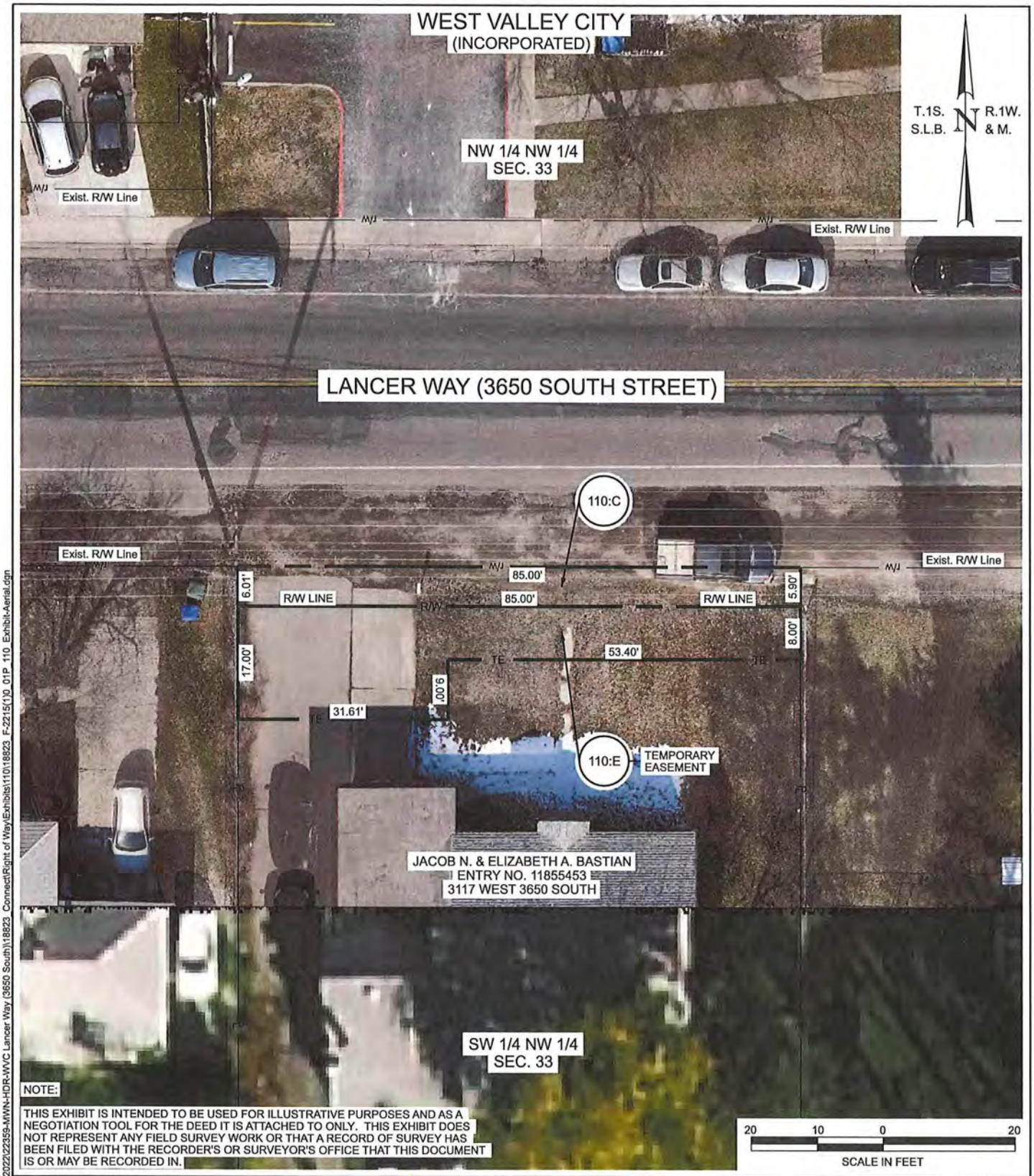
Jacob N. Bastian

Elizabeth A. Bastian

On this 13th day of October, in the year 2023, before me personally appeared, Jacob N. Bastian and Elizabeth A. Bastian, husband and wife as 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

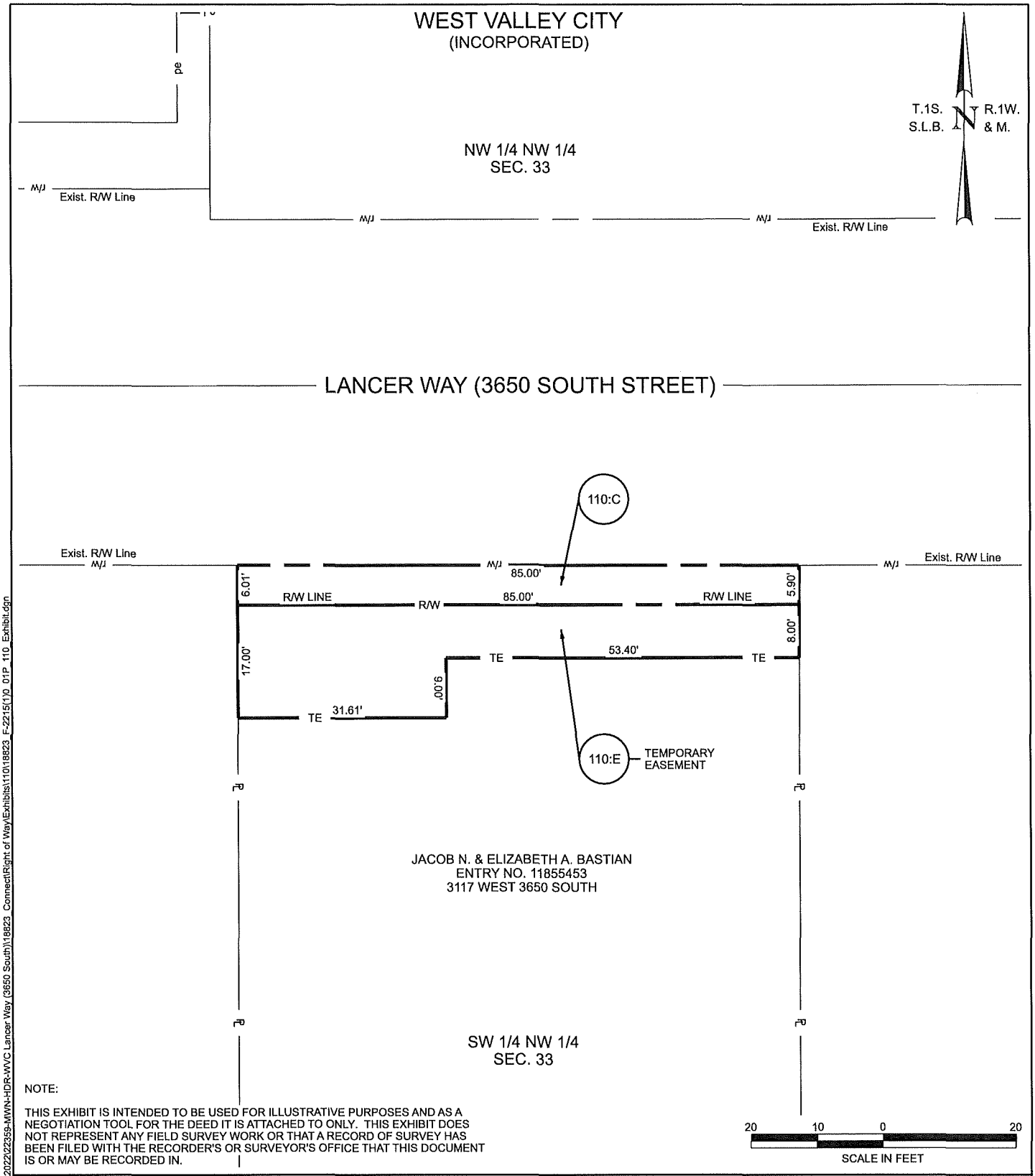
DANIEL FOCHS
Notary Public - State of Utah
Commission Number: 726656
My Commission Expires on
September 12, 2026



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
110:C	JACOB N. & ELIZABETH A. BASTIAN	0.012	506	NONE	0.370	NONE	0.358
110:E	JACOB N. & ELIZABETH A. BASTIAN	0.022	964			TEMPORARY	

SHEET NO. 110-EXHIBIT	PARTIAL SUMMARY NO. 01P			PROPERTY OWNER:	JACOB N. & ELIZABETH A. BASTIAN
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST			PROPERTY ADDRESS:	3117 WEST 3650 SOUTH
PROJECT NUMBER	F-2215(1)0	PIN	18823	UTAH DEPARTMENT OF TRANSPORTATION	MERIDIAN ENGINEERING, INC.

DGN File: U:\Projects\2022\22359-MWN-HDR-WVC Lancer Way (3650 South)\18823 Connect\Right of Way\Exhibits\110\18823_F-2215(1)0_01P_110_Exhibit-Aerial.dgn
6-JUL-2023



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
110:C	JACOB N. & ELIZABETH A. BASTIAN	0.012	506	NONE	0.370	NONE	0.358
110:E	JACOB N. & ELIZABETH A. BASTIAN	0.022	964			TEMPORARY	

SHEET NO. 110-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	JACOB N. & ELIZABETH A. BASTIAN
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	3117 WEST 3650 SOUTH
PROJECT NUMBER	F-2215(1)0 PIN 18823	UTAH DEPARTMENT OF TRANSPORTATION	
		MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22359-MWN-HDR-WVC Lancer Way (3650 South)\18823_Connect\Right of Way\Exhibits\110\18823_F-2215(1)0_01P_110_Exhibit.dgn

6-JUL-2023

Fiscal Impact:	NA
Funding Source:	NA
Account #:	NA
Budget Opening Required:	No

ISSUE:

A resolution for the acceptance of a Warranty Deed.

SYNOPSIS:

Maria Dubon has signed a Warranty Deed for property located at 4354 West 3500 South (portions of 15-30-451-029 and 15-30-451-030) for additional 3500 South right-of-way.

BACKGROUND:

The Maria Dubon property is located on the north side of 3500 South at 4354 West. As a condition of approval for a building permit for the Catrachos Food site, conveyance of additional 3500 South right of way was required to comply with the Major Street Plan.

RECOMMENDATION:

Accept Warranty Deed. Authorize City Recorder to record said Warranty Deed for and on behalf of West Valley City.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A WARRANTY DEED FROM MARIA DUBON FOR PROPERTY LOCATED AT 4354 WEST 3500 SOUTH.

WHEREAS, Maria Dubon ("Owner") is developing property located at 4354 West 3500 South (the "Project"); and

WHEREAS, a Warranty Deed (the "Deed") is required to convey right of way currently owned by Owner in order to construct the Project; and

WHEREAS, Owner has executed said Deed; 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 accept the Deed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Deed is hereby accepted in substantially the form attached and that the City Recorder is authorized to record said 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

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portions of PARCEL I.D. #**15-30-451-029 and 15-30-451-030**

WARRANTY DEED

Maria Dubon, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee for public road purposes, located at **4354 West 3500 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°56'54" EAST ALONG THE SECTION LINE A DISTANCE OF 306.85 FEET AND NORTH 33.00 FEET FROM THE SOUTH QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF 3500 SOUTH STREET, AND RUNNING THENCE NORTH 00°15'35" WEST 7.00 FEET; THENCE SOUTH 89°56'54" WEST 67.00 FEET; THENCE NORTH 00°15'35" WEST 17.50 FEET; THENCE NORTH 89°56'54" EAST 127.00 FEET; THENCE SOUTH 00°15'35" EAST 24.50 FEET TO THE SAID 3500 SOUTH STREET RIGHT-OF-WAY LINE; THENCE SOUTH 89°56'54" WEST ALONG SAID LINE AND A PROLONGATION THEREOF A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,642 SQUARE FEET OR 0.060 ACRES, MORE OR LESS.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 23 day of Oct, 2023.

GRANTOR

Maria Dubon

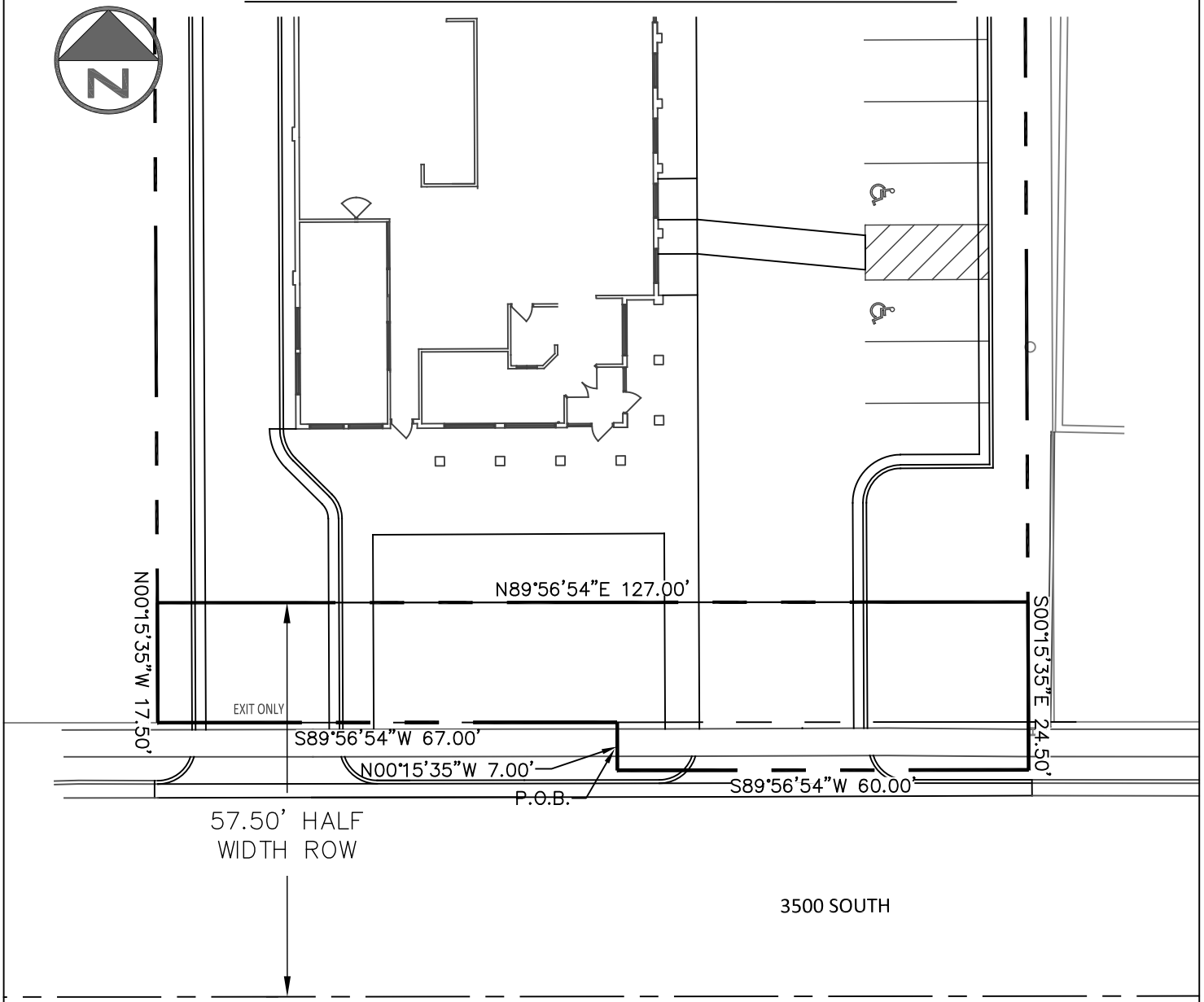
State of Utah)
:ss
County of Salt Lake)

On this 23 day of Oct, 2023, personally appeared before me **Maria Dubon**, 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 she executed the same.

MICHELLE RHODES
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 713608
COMM. EXP. 08/20/2024

Notary Public

3500 SOUTH DEDICATION EXHIBIT



WILDING
ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

G:\DATA\23025 Catrachos Restaurant\dwg\23025 3500 S Dedication Exhibit.dwg
PLOT DATE: Aug 17, 2023

3100 S

ST

AMD 7

3145 S CIR

3325 S ST

3335 S

3345 S

3500 S

MARYVILLE ACRES 1

MARYVILLE ACRES 2

MONROE GARDENS 3

MONROE GARDENS 4

MONROE GARDENS SUB NO. 2

MONROE GARDENS SUB 1

LYNNWOOD

4355 W

4400 W

4300 W

4180 W

487.18

752.16

82.50

1728.68

2390.13

700

403026
27.36

451029

451030

451027

451033

451036

451028

PT OF 476006
PT OF 6.99

PT OF 476008
PT OF 6.99

As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically-generated Tax Plats. For parcel information regarding historic parcels, prior Tax Plats may need cross-referenced.
This Tax Plat is not intended to represent actual physical properties. In order to establish exact physical boundaries, a survey of the property may be necessary. Parcel numbers are for taxation reference purposes only and are subject to change.

Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

W 1/2 SE 1/4 Sec 30 T1S R1W

SALT LAKE COUNTY, UTAH

3/31/2023
130

Scale 1"=100'
0 100' 200'
Feet

15-30-41

Area | Section | Page

Item #:	
Fiscal Impact:	$12,900.00 + closing costs
Funding Source:	Stormwater Utility
Account #:	45-9610-40750-75279-0200
Budget Opening Required:	No

ISSUE:

A resolution to authorize the execution of a Real Estate Purchase Agreement and acceptance of a Warranty Deed for the 6800 West Pond Overflow Project.

SYNOPSIS:

Rhonda Ford, Janeal Ford and Troy Ford have signed a Real Estate Purchase Agreement along with a Warranty Deed for property located at 6776 W. Parkway Boulevard (14-27-200-030).

BACKGROUND:

The Rhonda Ford, Janeal Ford and Troy Ford parcel located at 6776 W. Parkway Boulevard is one of three parcels affected by the 6800 West Pond Overflow Project. West Valley City is working with Eloy Santana Perez and the owners of two other properties to improve the City's 6800 West Pond Overflow facility. The 6800 West Pond facility serves as a flood storage area for a large portion of the city before it enters the Riter Canal. Improvements will include upsizing the existing overflow pipe under 6750 West, relocation of Magna Water fence/gate and construction of a new access to the area north of the West Valley Parks maintenance building. This project will improve access, facilitate maintenance, and resolve flooding issues in the area. Compensation for the purchase of the Warranty Deed and improvements is $12,900.00 based upon the Appraisal Report prepared by Integra Realty Resources.

.

RECOMMENDATION:

Accept Warranty Deed and authorize the mayor to execute the Real Estate Purchase Agreement. Final closing and recording of documents will be handled though a title company.

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 AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM RHONDA, JANEAL, AND TROY FORD FOR PROPERTY LOCATED AT 6776 WEST PARKWAY BOULEVARD.

WHEREAS, Rhonda, Janeal, and Troy Ford (herein and collectively "Owner") have entered into a Real Estate Purchase Agreement for property located at 6776 West Parkway Boulevard that is affected by the 6800 West Pond Overflow 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 Agreement 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 Agreement" 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 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 AGREEMENT

On this _____ day of _____, 20___, **Rhonda Ford, Janeal Ford and Troy Ford**, (herein and collectively GRANTORS), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land.

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

1. The property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The property is granted free and clear of all liens and encumbrances, and partial releases for the property shall be furnished to the City prior to payment. At the closing, the title to the property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. The City shall pay $12,900.00 for the property described in Exhibit A. This amount constitutes fair market value and is the entire payment for the property and any and all known or potential damages, costs, or value that may be related to the property described in Exhibit A. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. Closing costs shall be paid by the City.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(Signatures follow)

GRANTOR
Rhonda Ford

State of UTAH)
:ss
County of SALT LAKE)

On this 24TH day of OCTOBER, 2023, personally appeared before me **Rhonda Ford**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

GRANTOR
Janeal Ford

State of UTAH)
:ss
County of SALT LAKE)

On this 23RD day of OCTOBER, 2023, personally appeared before me **Janeal Ford**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

GRANTOR
Troy Ford

State of UTAH)
:ss
County of SALT LAKE)

On this 24TH day of OCTOBER, 2023, personally appeared before me **Troy Ford**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

Exhibit A

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**14-27-200-030**

WARRANTY DEED

Rhonda Ford, Janeal Ford and Troy Ford, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **6776 W. Parkway Blvd.**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are shown on Exhibit A and described as follows:

A parcel of land in fee, being part of an entire tract of property described in Quit Claim Deed in favor of Rhonda Ford, Janeal Ford and Troy Ford, as individuals, recorded as Entry No. 14144681 in Book 11440 at Page 4563 in the Office of the Salt Lake County Recorder, situate in the Northeast Quarter of Section 27, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the grantor's westerly boundary line, said point is also the Southwest Corner of property described in Final Order in favor of West Valley City recorded as Entry No. 9514630 in Book 9199 at Page 5752 in the Office of the Salt Lake County Recorder, said point is 2657.30 feet East along the section line to the North Quarter Corner of said Section 27 and continuing along said section line 19.60 feet East to the Northwest Corner of said described property in favor of West Valley City and 105.00 feet S.00°02'07"E. (South by record) along the westerly line of said described property in favor of West Valley City from the Northwest Corner of said Section 27 (Basis of Bearing is East along the section line between the found monuments representing the Northwest Corner and the Northeast Corner of said Section 27); and running thence along the southerly line of said described property in favor of West Valley City N.74°17'44"E. (N74°19'51"E. by record) 166.59 feet to the Southeast Corner of said described property in favor of West Valley City and the grantor's easterly boundary line; thence along said easterly boundary line S.00°02'07"E. (South by record) 15.58 feet; thence S.74°17'44"W. 166.59 feet to a point in said westerly boundary line; thence along said westerly boundary line N.00°02'07"W. (North by record) 15.58 feet to the point of beginning.

The above described parcel of land contains 2,499 square feet or 0.057 acre in area, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this _____ day of _____, 2023.

GRANTOR

_____

Rhonda Ford

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, personally appeared before me **Rhonda Ford,** 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 she executed the same.

_____
Notary Public

WITNESSED the hand of said GRANTOR this _____ day of _____, 2023.

GRANTOR

_____

Janeal Ford

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, personally appeared before me **Janeal Ford,** 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 she executed the same.

_____
Notary Public

WITNESSED the hand of said GRANTOR this _____ day of _____, 2023.

GRANTOR

_____

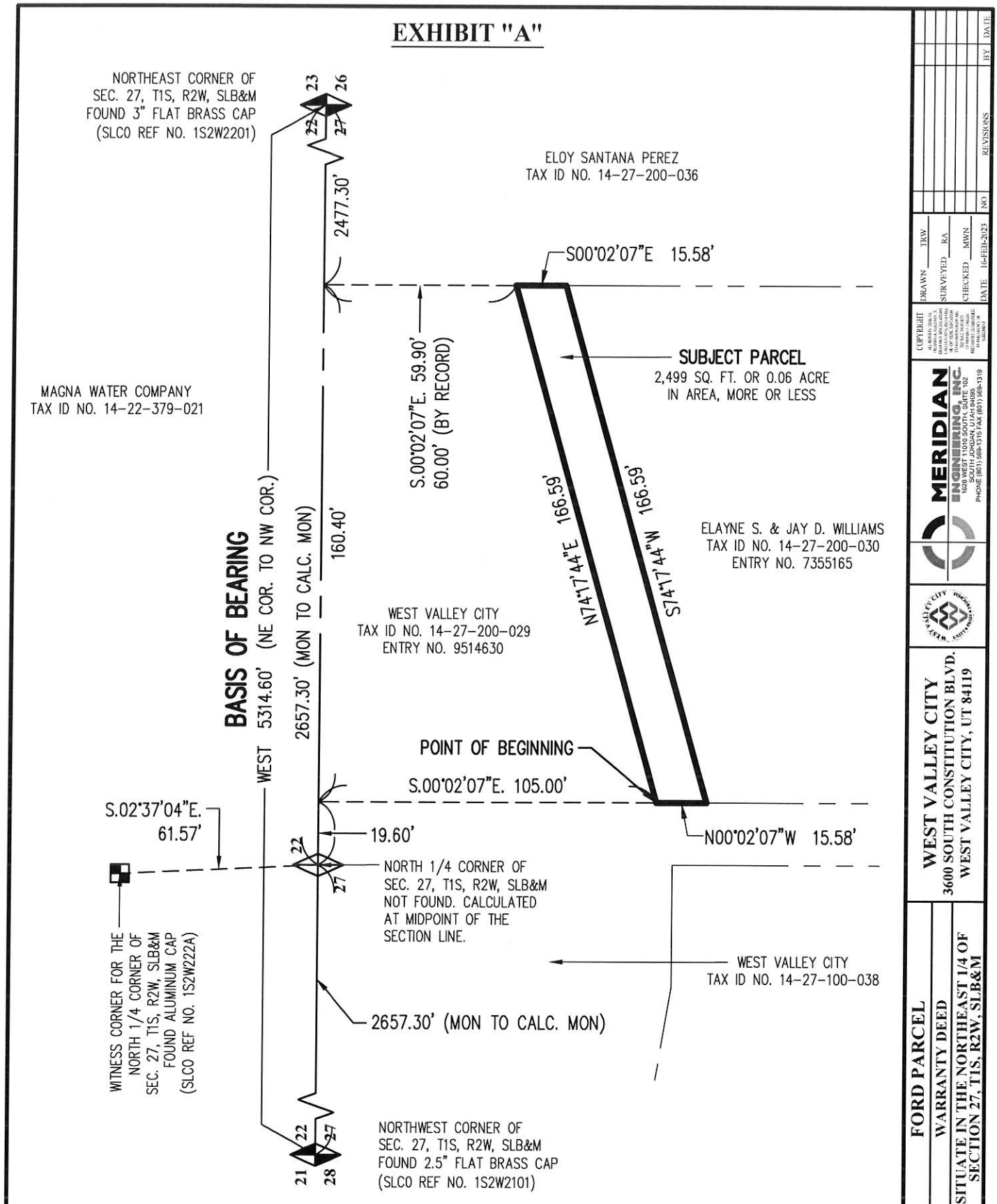
Troy Ford

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, personally appeared before me **Troy Ford,** 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"



NO	REVISIONS	BY	DATE

DRAWN TRW
SURVEYED RA
CHECKED MWN
DATE 16-FEB-2023

COPYRIGHT
ALL RIGHTS RESERVED. THESE PLANS, DESIGNS, CALCULATIONS, AND DRAWINGS ARE THE EXCLUSIVE PROPERTY OF MERIDIAN ENGINEERING, INC. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PROJECT OTHER THAN THE ONE FOR WHICH THEY WERE PREPARED, UNLESS AUTHORIZED IN WRITING BY MERIDIAN ENGINEERING, INC.

MERIDIAN ENGINEERING, INC.
1628 WEST 1010 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84095
PHONE (801) 569-1315 FAX (801) 569-1319

WEST VALLEY CITY
3600 SOUTH CONSTITUTION BLVD.
WEST VALLEY CITY, UT 84119

FORD PARCEL
WARRANTY DEED
SITUATE IN THE NORTHEAST 1/4 OF SECTION 27, T1S, R2W, SLB&M

COMP. FILE
22304_EXHIBIT

PROJECT NO.
22304

SHEET NO.
1 OF 1

U:\Projects\2022\22304-MMH-MWC-6800 West Pond Overflow\22304\dwg\22304_Exhibit_Williams.dwg Feb 16, 2023 - 8:55am

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**14-27-200-030**

WARRANTY DEED

Rhonda Ford, Janeal Ford and Troy Ford, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **6776 W. Parkway Blvd.**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are shown on Exhibit A and described as follows:

A parcel of land in fee, being part of an entire tract of property described in Quit Claim Deed in favor of Rhonda Ford, Janeal Ford and Troy Ford, as individuals, recorded as Entry No. 14144681 in Book 11440 at Page 4563 in the Office of the Salt Lake County Recorder, situate in the Northeast Quarter of Section 27, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the grantor's westerly boundary line, said point is also the Southwest Corner of property described in Final Order in favor of West Valley City recorded as Entry No. 9514630 in Book 9199 at Page 5752 in the Office of the Salt Lake County Recorder, said point is 2657.30 feet East along the section line to the North Quarter Corner of said Section 27 and continuing along said section line 19.60 feet East to the Northwest Corner of said described property in favor of West Valley City and 105.00 feet S.00°02'07"E. (South by record) along the westerly line of said described property in favor of West Valley City from the Northwest Corner of said Section 27 (Basis of Bearing is East along the section line between the found monuments representing the Northwest Corner and the Northeast Corner of said Section 27); and running thence along the southerly line of said described property in favor of West Valley City N.74°17'44"E. (N74°19'51"E. by record) 166.59 feet to the Southeast Corner of said described property in favor of West Valley City and the grantor's easterly boundary line; thence along said easterly boundary line S.00°02'07"E. (South by record) 15.58 feet; thence S.74°17'44"W. 166.59 feet to a point in said westerly boundary line; thence along said westerly boundary line N.00°02'07"W. (North by record) 15.58 feet to the point of beginning.

The above described parcel of land contains 2,499 square feet or 0.057 acre in area, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 24TH day of OCTOBER, 2023.

GRANTOR

Rhonda Ford

Rhonda Ford

State of UTAH)
:ss
County of SALT LAKE)

On this 24TH day of OCTOBER, 2023, personally appeared before me **Rhonda Ford,** 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 she executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

WITNESSED the hand of said GRANTOR this 23RD day of OCTOBER, 2023.

GRANTOR

Janeal Ford

State of UTAH)
:ss
County of SALT LAKE)

On this 23RD day of OCTOBER, 2023, personally appeared before me **Janeal Ford,** 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 she executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

WITNESSED the hand of said GRANTOR this 24TH day of OCTOBER, 2023.

GRANTOR

Troy Ford

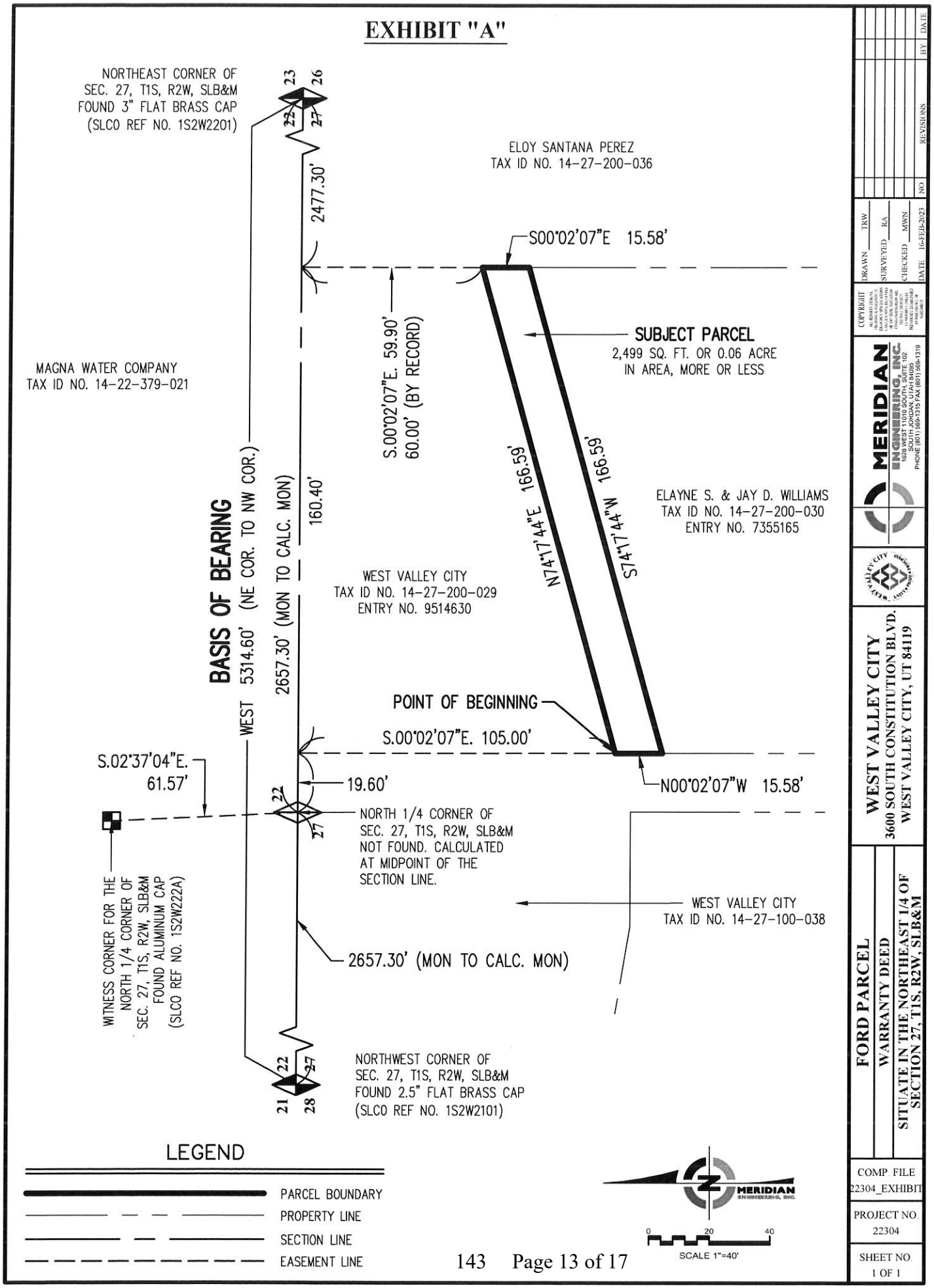
State of UTAH)
:ss
County of SALT LAKE)

On this 24TH day of OCTOBER, 2023, personally appeared before me **Troy Ford,** 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.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

EXHIBIT "A"



NO	REVISIONS	BY	DATE

DRAWN TRW
SURVEYED RA
CHECKED MWN
DATE 16-FEB-2023

COPYRIGHT
ALL RIGHTS RESERVED
THE DESIGNS AND CONCEPTS CONTAINED HEREIN ARE THE PROPERTY OF MERIDIAN ENGINEERING, INC. AND ARE NOT TO BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF MERIDIAN ENGINEERING, INC.

MERIDIAN ENGINEERING, INC.
1628 WEST 11010 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84095
PHONE (801) 569-1315 FAX (801) 569-1319

WEST VALLEY CITY
3600 SOUTH CONSTITUTION BLVD.
WEST VALLEY CITY, UT 84119

FORD PARCEL
WARRANTY DEED
SITUATE IN THE NORTHEAST 1/4 OF SECTION 27, T1S, R2W, SLB&M

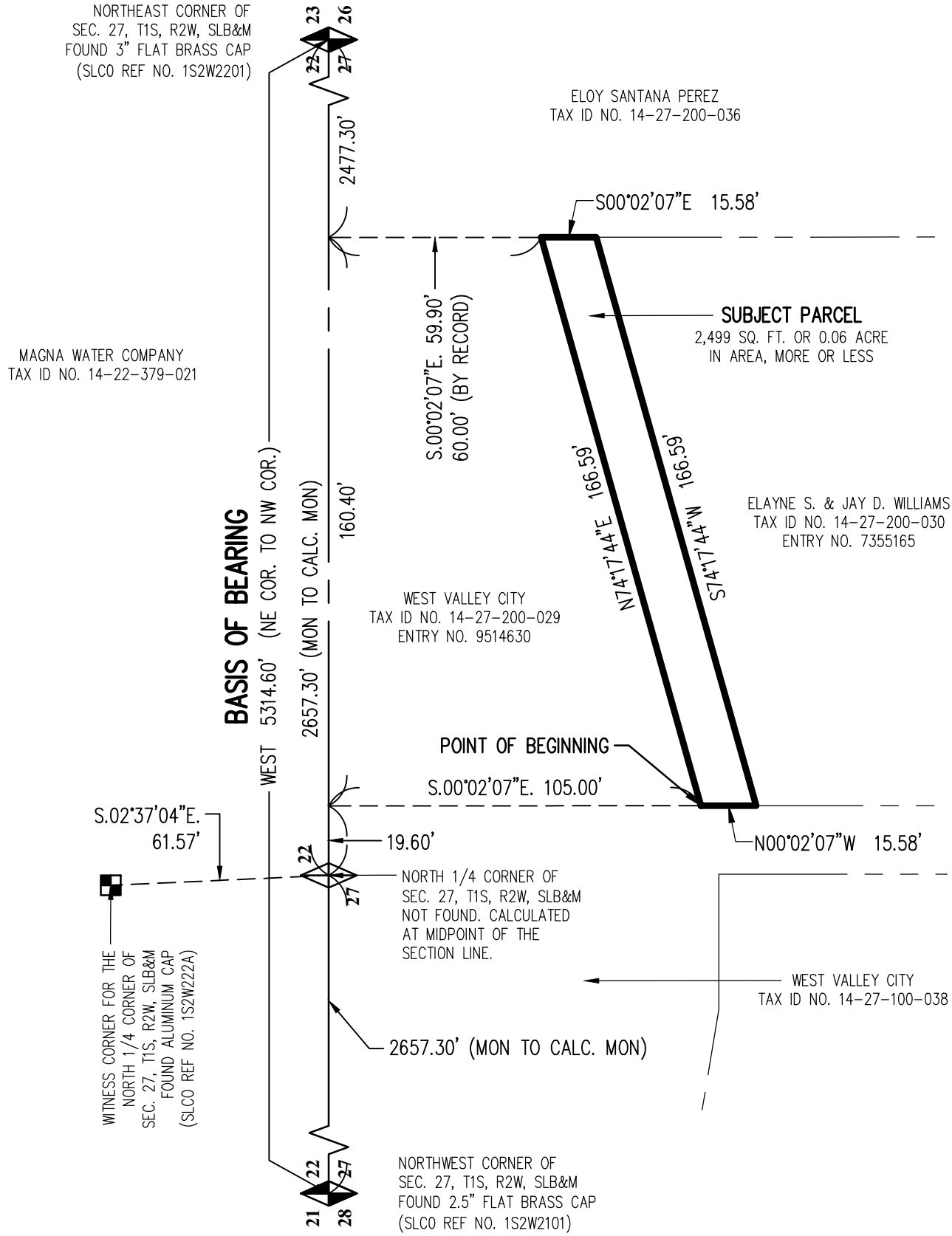
COMP. FILE
22304_EXHIBIT

PROJECT NO.
22304

SHEET NO.
1 OF 1

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EXHIBIT "A"



NO.	REVISIONS	BY	DATE

DRAWN TRW
SURVEYED RA
CHECKED MWN
DATE 16-FEB-2023

COPYRIGHT
ALL RIGHTS HEREIN RESERVED. REPRODUCTION OF THESE PLANS IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF MERIDIAN ENGINEERING, INC. IS PROHIBITED. THESE PLANS CONTAIN UNPUBLISHED WORK AND ARE PROTECTED UNDER THE COPYRIGHT LAWS OF THE UNITED STATES. THE IDEAS, DESIGNS, AND CONCEPTS CONTAINED HEREIN ARE THE PROPERTY OF MERIDIAN ENGINEERING, INC. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH THEY ARE PREPARED UNLESS AUTHORIZED IN WRITING BY MERIDIAN ENGINEERING, INC. USE OF THESE PLANS FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH THEY ARE PREPARED, OR FOR EXTENSIONS OF THE PROJECT FOR WHICH THEY ARE PREPARED, WITHOUT THE WRITTEN AGREEMENT OF MERIDIAN ENGINEERING, INC. SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO MERIDIAN ENGINEERING, INC. AND USER SHALL INDEMNIFY AND HOLD MERIDIAN ENGINEERING, INC. HARMLESS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

MERIDIAN ENGINEERING, INC.
1628 WEST 11010 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84095
PHONE (801) 568-1315 FAX (801) 568-1319

WEST VALLEY CITY
3600 SOUTH CONSTITUTION BLVD.
WEST VALLEY CITY, UT 84119

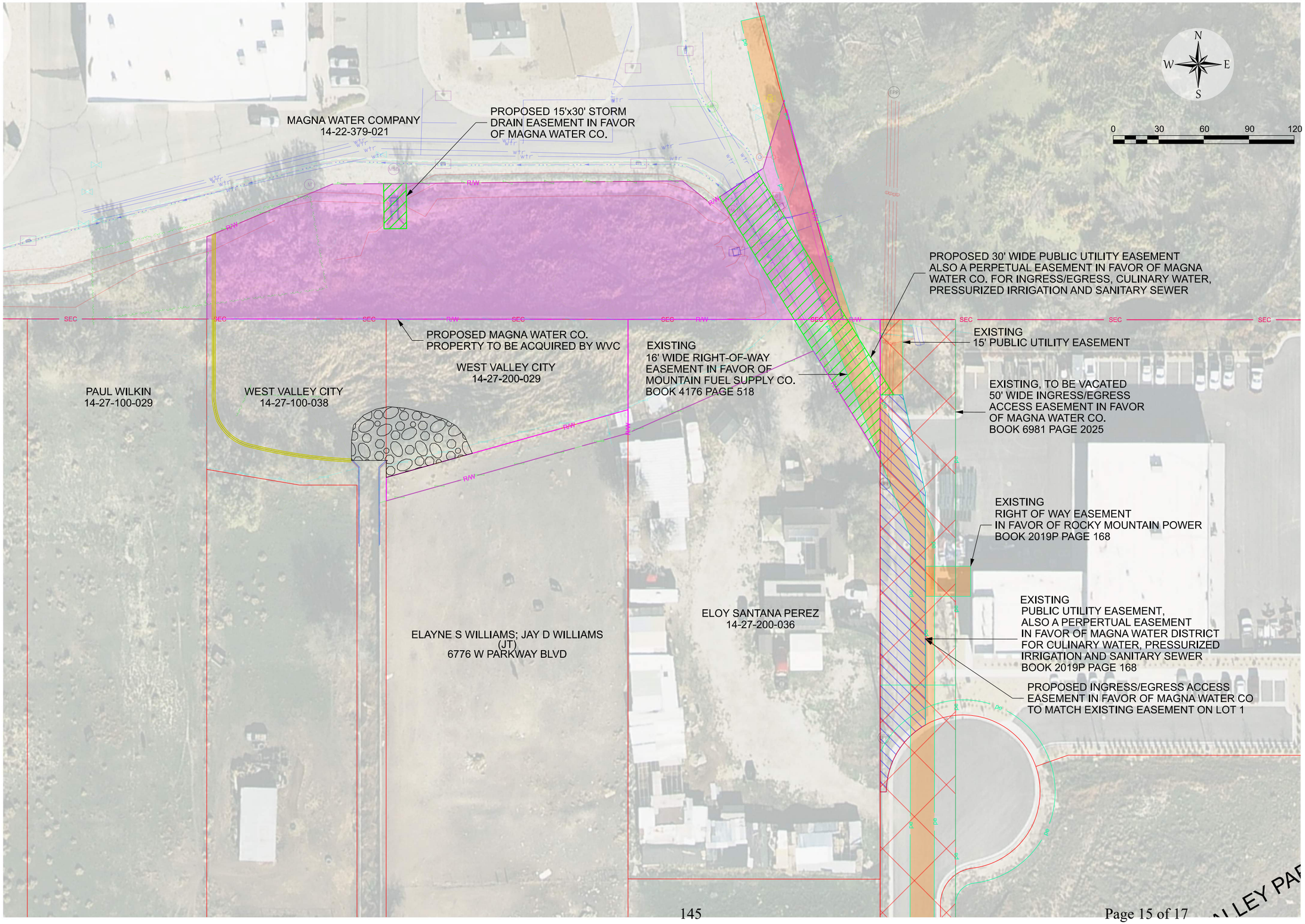
FORD PARCEL
WARRANTY DEED
SITUATE IN THE NORTHEAST 1/4 OF SECTION 27, T1S, R2W, SLB&M

COMP. FILE
22304_EXHIBIT

PROJECT NO.
22304

SHEET NO.
1 OF 1

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1/12/2023 1:06:24 PM H:\ENGDIV\PROJECTS\6800_W_Pond_Overflow\CAD\Drawings\PDF Exhibits\EX-2_ROW.dgn

NO.	BY	DATE	REMARKS
			REVISIONS

DESIGN ___ CHECK ___

DRAWN ___ CHECK ___

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN

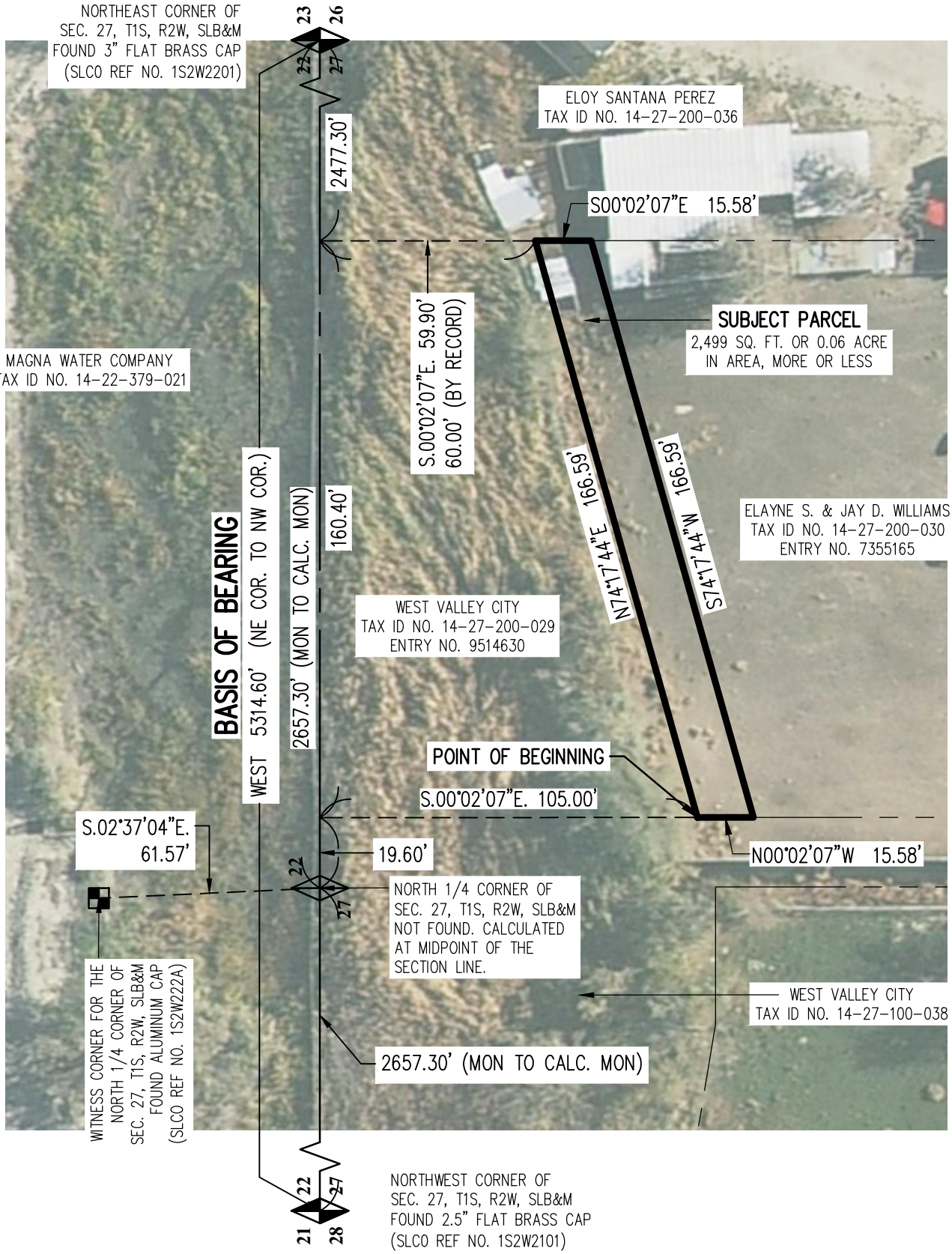
PROFESSIONAL ENGINEER DATE

6800 WEST POND OVERFLOW
SITE IMPROVEMENTS
R/W EXHIBIT

PROJECT NUMBER WVC ENG PW - 158

SHEET NO. EXB-2

EXHIBIT "B"



LEGEND

- PARCEL BOUNDARY
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE

MERIDIAN ENGINEERING, INC.

0 20 40

SCALE 1"=40'

NO.	REVISIONS	BY	DATE

DRAWN TRW
SURVEYED RA
CHECKED MWN
DATE 16-FEB-2023

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MERIDIAN ENGINEERING, INC.
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SOUTH JORDAN, UTAH 84095
PHONE (801) 568-1315 FAX (801) 568-1319

WEST VALLEY CITY
3600 SOUTH CONSTITUTION BLVD.
WEST VALLEY CITY, UT 84119

FORD PARCEL
WARRANTY DEED
SITUATE IN THE NORTHEAST 1/4 OF SECTION 27, T1S, R2W, SLB&M

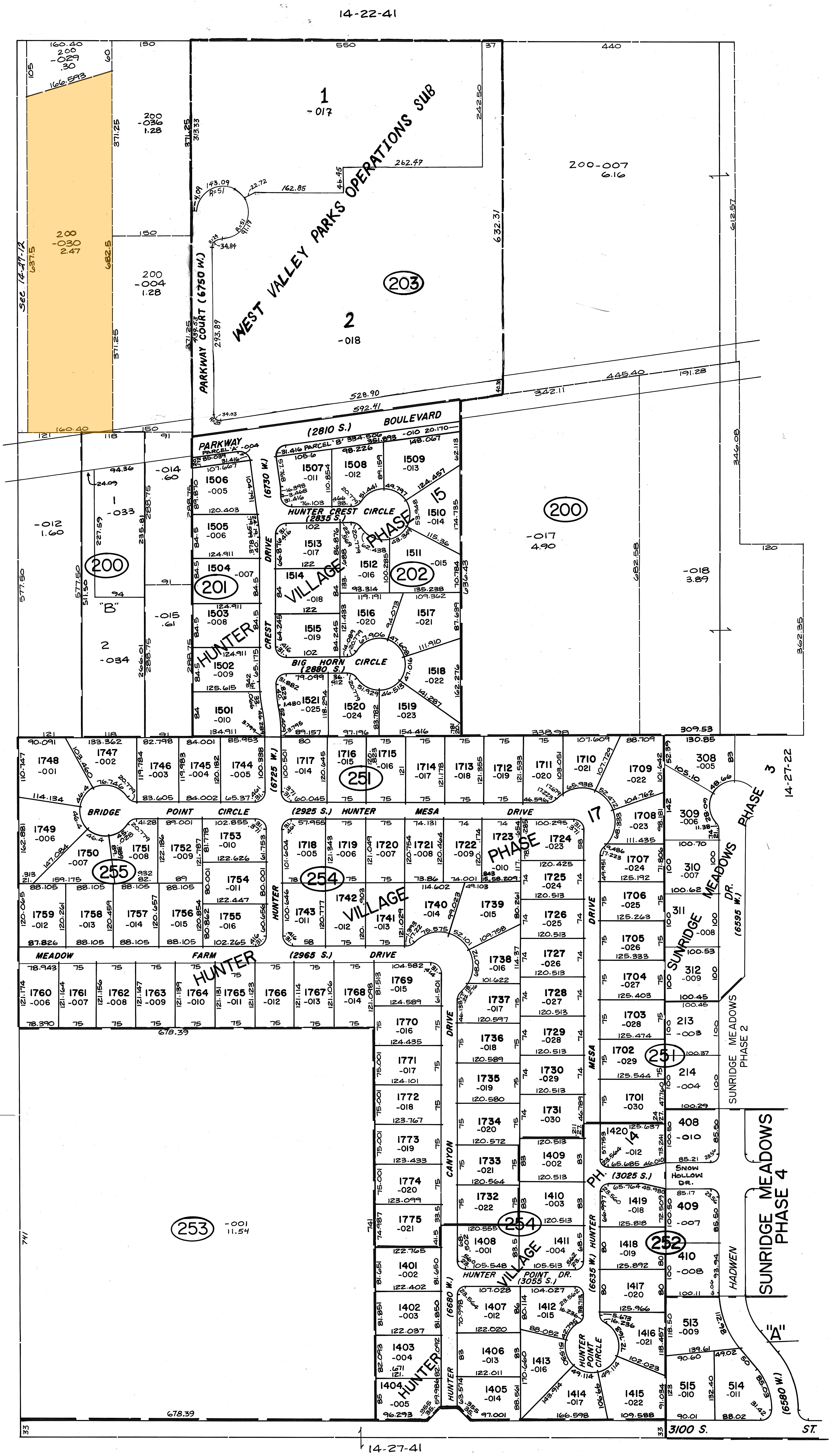
COMP. FILE 22304_EXHIBIT

PROJECT NO. 22304

SHEET NO. 1 OF 1

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"A"
SUNRIDGE MEADOWS PHASE 5 SUB.
"B"
CHRISTENSEN ACRES SUB



SALT LAKE COUNTY Geographic Information System COPYRIGHT ©1996
PREPARED BY SALT LAKE COUNTY RECORDER
This map is not intended to represent actual physical property lines. in order to establish exact physical boundaries a survey of the property may be necessary.

SCALE: 1" = 100'

SALT LAKE CO.

W1/2 NE1/4 SEC. 27 T. 1S. R. 2W.

14-27-21

Item #:	
Fiscal Impact:	$3,100.00
Funding Source:	CIP
Account #:	45-9610-40750-75283-0200
Budget Opening Required:	No

ISSUE:

Authorization, acceptance and execution of an Easement Purchase Agreement, and acceptance of a Perpetual Easement and a Temporary Construction Easement.

SYNOPSIS:

David Pack has signed a signed an Easement Purchase Agreement along with Perpetual Easement and a Temporary Construction Easement for property located at 4068 S. Dublin Circle (15-33-456-004).

BACKGROUND:

The David Pack parcel located at 4068 S. Dublin Circle is one of eight parcels affected by the UTA Midvalley Bus Rapid Transit (2700 West Wall) Project, scheduled to be constructed in 2024. This project will include construction of textured colored concrete park strip, landscaping, and decorative street lighting along the east side of Constitution Boulevard (2700 West) from 4100 South to Westshire Drive (4030 South). The project will also include an eight-foot-tall decorative concrete post and panel wall along those properties with backyards facing Constitution Boulevard to match the wall on the west side of Constitution Boulevard. The acquisition includes a Perpetual Easement, Temporary Construction Easement and improvements. Compensation in the amount of $3,100.00 is based upon the appraisal report prepared by the Fortis Group.

RECOMMENDATION:

Accept Perpetual Easement, Temporary Construction Easement and authorize Mayor to execute Easement Purchase Agreement. Authorize City Recorder to record Perpetual Easement and Temporary Construction Easement for and in behalf of West Valley City.

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 AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM DAVID PACK FOR PROPERTY LOCATED AT 4068 SOUTH DUBLIN CIRCLE.

WHEREAS, David Pack (herein "Owner") has entered into an Easement Purchase Agreement for property located at 4068 South Dublin Circle that is affected by the 2700 West Wall Project (herein "Project"); and

WHEREAS, Owners have also signed a Perpetual Easement and a Temporary Construction Easement (the "Easements"), 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 Easement Purchase Agreement with Owners, and to accept the Easements;

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

1. That the above-referenced document entitled "West Valley City Easement Purchase Agreement" 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 Easements for and on behalf of West Valley City.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, UT 84119

Perpetual Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-004
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180H:E

David Pack, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS 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 easement in Salt Lake County, State of Utah, to wit:

A perpetual easement, upon part of an entire tract of property, situate in Lot 703, Bennion Plaza No. 7, according to the official plat thereof, recorded August 21, 1970 as Entry No. 2346934 in Book II on Page 4, in the office of the Salt Lake County Recorder in the SW1/4 SE1/4 of Section 33, T.1S., R.1W., S.L.B.&M. in Salt Lake County, State of Utah, for the purpose of constructing and maintaining thereon a wall, cut and / or fill slopes and appurtenances parts thereof to facilitate the construction of a Bus Rapid Transit project known as Project No. F-R299(344). This easement includes the right to construct, maintain, and continue the existence of said cut and / or fill slopes in the same grade and slope ratio as constructed by Grantee. This easement shall run with the Real Property and shall be binding upon the Grantors, successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and / or fill slopes.

Beginning at the Northwest Corner of said Lot 703 in the easterly right of way line of 2700 West and running thence East 2.00 feet along the northerly boundary line of said lot; thence S.00°00'44"W. 43.50 feet parallel with said easterly right of way line to the southerly boundary line of entire tract; thence West 2.00 feet along said southerly boundary line to the southwest corner of said entire tract; thence

Continued on Page 2

PIN No. 15681
Project No. S-0030(69)102
Parcel No. 0030:150:E

N.00°00'44"E. 43.50 feet along said easterly right of way line to the point of beginning. The above described part of an entire tract of property contains 87 square feet or 0.002 acre in area.

(Note: Rotate all bearings in the above description 00°14'19" clockwise to obtain highway bearings.)

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

David Pack

On this 19TH day of OCTOBER, in the year 2023, before me personally appeared David Pack, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

Notary Public

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, UT 84119

Temporary Construction Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-004
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180H:2E

David Pack, Grantor, 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, situate in Lot 703, Bennion Plaza No. 7, according to the official plat thereof, recorded August 21, 1970 as Entry No. 2346934 in Book II on Page 4, in the office of the Salt Lake County Recorder in the SW1/4 SE1/4 of Section 33, T.1S., R.1W., S.L.B.&M. in Salt Lake County, State of Utah, for the purpose of constructing and maintaining cut and / or fill slopes and appurtenant parts thereof to facilitate the to facilitate the reconstruction of sidewalks, pedestrian ramps, and appurtenant parts thereof incident to a Bus Rapid Transit project known as Project No. F-R299(344). 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.

Beginning at a point 2.00 feet East of the Northwest Corner of said Lot 703 in the easterly right of way line of 2700 West and running thence East 5.00 feet along the northerly boundary line of said lot; thence S.00°00'44"W. 43.50 feet parallel with said easterly right of way line to the southerly boundary line of entire tract; thence West 5.00 feet along said southerly boundary line; thence N.00°00'44"E. 43.50 ft. along a line parallel with said easterly right of way line to the point of beginning. The above described part of an entire tract of property contains 218 square feet or 0.005 acre in area.

Continued on Page 2

PIN No. 17842
Project No. F-R299(344)
Parcel No. 0299:180H:2E

(Note: Rotate all bearings in the above description 00°14'19" clockwise to obtain highway bearings.)

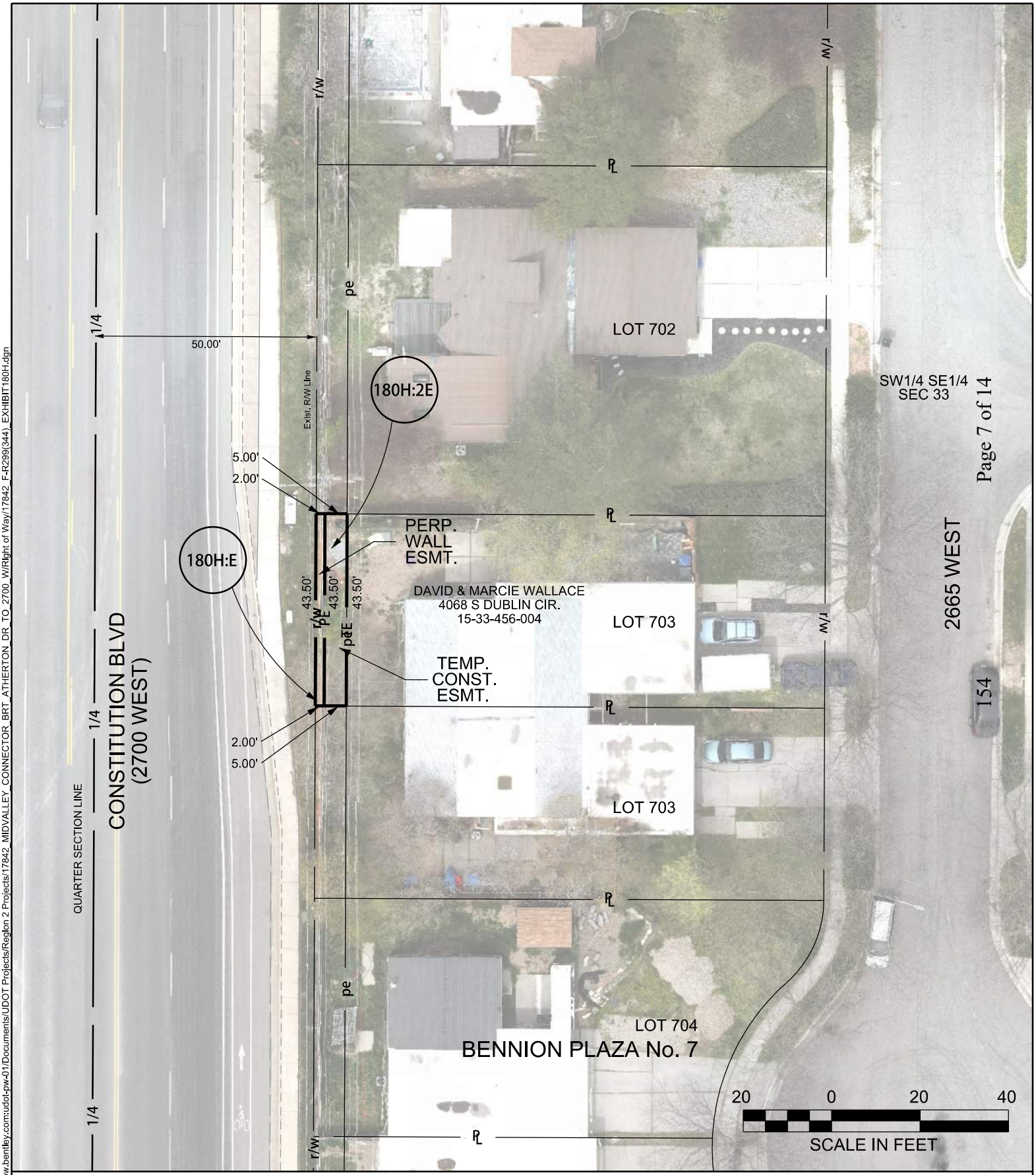
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

David Pack

On this 19TH day of OCTOBER, in the year 2023, before me personally appeared David Pack, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

Notary Public

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306



DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/17842_MIDVALLEY_CONNECTOR_BRT_ATHERTON_DR_TO_2700_W/Right of Way/17842_F-R299(344)_EXHIBIT180H.dgn

24-JUN-2023

EXHIBIT NO. 180H-EXHIBIT				PROPERTY OWNER:	DAVID & MARCIE WALLACE
PROJECT	MIDVALLEY CONNECTOR BRT;			PROPERTY ADRESS:	4068 S DUBLIN CIR.
	ATHERTON DR TO 2700 W			**WEST VALLEY CITY**	
PROJECT NUMBER	F-R299(344)	PIN	17842	AVENUE CONSULTANTS	

WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT

On this _____ day of _____, 20___, David Pack, GRANTOR, hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, certain easements for right-of-way purposes.

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

1. GRANTOR shall deliver a perpetual easement and a temporary construction easement in the form and for the property described in Exhibits A and B.

2. The City shall pay $3,100.00 for the easements described in Section 1. This amount constitutes fair market value and is the entire payment for the easements and any and all known or potential damages, costs, or value that may be related to the easements. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. The compensation set forth in Section 2 above includes the cost to the Grantor to restore the temporary construction easement property. Such restoration is the responsibility of the Grantor.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(signatures follow)

GRANTOR
DAVID PACK

State of UTAH)
:ss
County of SALT LAKE)

On this 19TH day of OCTOBER, 2023, personally appeared before me David Pack, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, UT 84119

Perpetual Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-004
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180H:E

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Beginning at the Northwest Corner of said Lot 703 in the easterly right of way line of 2700 West and running thence East 2.00 feet along the northerly boundary line of said lot; thence S.00°00'44"W. 43.50 feet parallel with said easterly right of way line to the southerly boundary line of entire tract; thence West 2.00 feet along said southerly boundary line to the southwest corner of said entire tract; thence

Continued on Page 2

PIN No. 15681
Project No. S-0030(69)102
Parcel No. 0030:150:E

N.00°00'44"E. 43.50 feet along said easterly right of way line to the point of beginning. The above described part of an entire tract of property contains 87 square feet or 0.002 acre in area.

(Note: Rotate all bearings in the above description 00°14'19" clockwise to obtain highway bearings.)

STATE OF _____)
) ss.
COUNTY OF _____)

_____
David Pack

On this _____ day of _____, in the year 20___, before me personally appeared David Pack, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

_____
Notary Public

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, UT 84119

Temporary Construction Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-004
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180H:2E

David Pack, Grantor, 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, situate in Lot 703, Bennion Plaza No. 7, according to the official plat thereof, recorded August 21, 1970 as Entry No. 2346934 in Book II on Page 4, in the office of the Salt Lake County Recorder in the SW1/4 SE1/4 of Section 33, T.1S., R.1W., S.L.B.&M. in Salt Lake County, State of Utah, for the purpose of constructing and maintaining cut and / or fill slopes and appurtenant parts thereof to facilitate the to facilitate the reconstruction of sidewalks, pedestrian ramps, and appurtenant parts thereof incident to a Bus Rapid Transit project known as Project No. F-R299(344). 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.

Beginning at a point 2.00 feet East of the Northwest Corner of said Lot 703 in the easterly right of way line of 2700 West and running thence East 5.00 feet along the northerly boundary line of said lot; thence S.00°00'44"W. 43.50 feet parallel with said easterly right of way line to the southerly boundary line of entire tract; thence West 5.00 feet along said southerly boundary line; thence N.00°00'44"E. 43.50 ft. along a line parallel with said easterly right of way line to the point of beginning. The above described part of an entire tract of property contains 218 square feet or 0.005 acre in area.

Continued on Page 2

PIN No. 17842
Project No. F-R299(344)
Parcel No. 0299:180H:2E

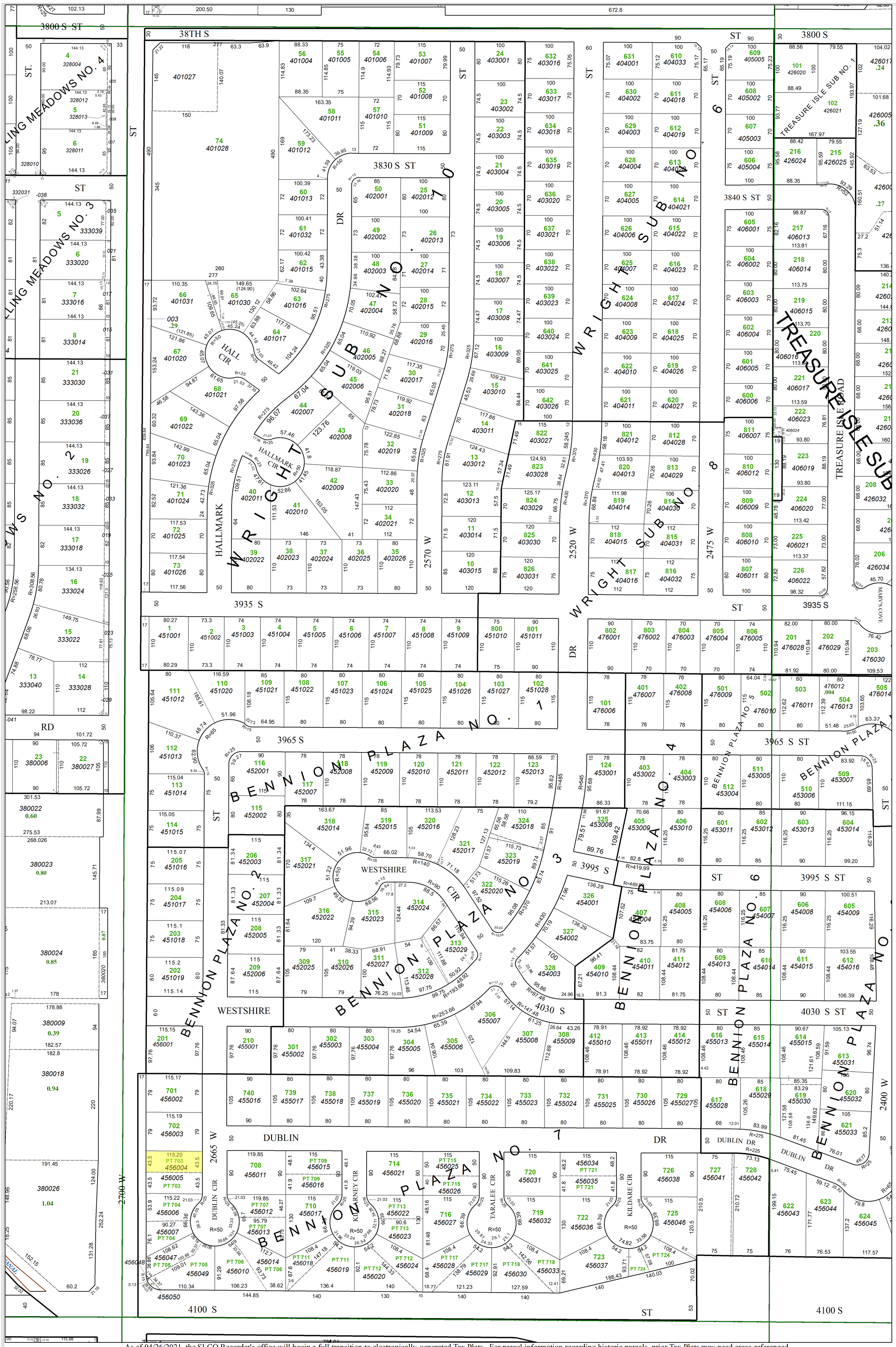
(Note: Rotate all bearings in the above description 00°14'19" clockwise to obtain highway bearings.)

STATE OF _____)
) ss.
COUNTY OF _____)

_____
David Pack

On this _____ day of _____, in the year 20___, before me personally appeared David Pack, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

_____
Notary Public



As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically-generated Tax Plats. For parcel information regarding historic parcels, prior Tax Plats may need cross-referenced.

This Tax Plat is not intended to represent actual physical properties. In order to establish exact physical boundaries, a survey of the property may be necessary. Parcel numbers are for taxation reference purposes only and are subject to change.

Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

W 1/2 SE 1/4 Sec 33 T1S R1W

SALT LAKE COUNTY, UTAH

8/8/2023

161

Scale 1"=100'

0 100' 200'

Feet

15-33-41

Area | Section | Page

Item #:	
Fiscal Impact:	$3,100.00
Funding Source:	CIP
Account #:	45-9610-40750-75283-0200
Budget Opening Required:	No

ISSUE:

Authorization, acceptance and execution of an Easement Purchase Agreement, and acceptance of a Perpetual Easement and a Temporary Construction Easement.

SYNOPSIS:

Jeffrey S. Amack and Jenny L. Amack have signed a signed an Easement Purchase Agreement along with Perpetual Easement and a Temporary Construction Easement for property located at 4072 S. Dublin Circle (15-33-456-005).

BACKGROUND:

The Jeffrey S. Amack and Jenny L. Amack parcel located at 4072 S. Dublin Circle is one of eight parcels affected by the UTA Midvalley Bus Rapid Transit (2700 West Wall) Project, scheduled to be constructed in 2024. This project will include construction of textured colored concrete park strip, landscaping, and decorative street lighting along the east side of Constitution Boulevard (2700 West) from 4100 South to Westshire Drive (4030 South). The project will also include an eight-foot-tall decorative concrete post and panel wall along those properties with backyards facing Constitution Boulevard to match the wall on the west side of Constitution Boulevard. The acquisition includes a Perpetual Easement, Temporary Construction Easement and improvements. Compensation in the amount of $3,100.00 is based upon the appraisal report prepared by the Fortis Group.

RECOMMENDATION:

Accept Perpetual Easement, Temporary Construction Easement and authorize Mayor to execute Easement Purchase Agreement. Authorize City Recorder to record Perpetual Easement and Temporary Construction Easement for and in behalf of West Valley City.

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 AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM JEFFREY AND JENNY AMACK FOR PROPERTY LOCATED AT 4072 SOUTH DUBLIN CIRCLE.

WHEREAS, Jeffrey and Jenny Amack (herein and collectively "Owner") have entered into an Easement Purchase Agreement for property located at 4072 South Dublin Circle that is affected by the 2700 West Wall Project (herein "Project"); and

WHEREAS, Owners have also signed a Perpetual Easement and a Temporary Construction Easement (the "Easements"), 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 Easement Purchase Agreement with Owners, and to accept the Easements;

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

1. That the above-referenced document entitled "West Valley City Easement Purchase Agreement" 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 Easements for and on behalf of West Valley City.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, UT 84119

Perpetual Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-005
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180G:E

Jeffery S. Amack and Jenny L. Amack, husband and wife of West Valley City, County of Salt Lake, Grantors, of West Valley City, County of Salt Lake, State of Utah, hereby GRANT AND CONVEY 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 easement in Salt Lake County, State of Utah, to wit:

A perpetual easement, upon part of an entire tract of property, situate in Lot 703, Bennion Plaza No. 7, according to the official plat thereof, recorded August 21, 1970 as Entry No. 2346934 in Book II on Page 4, in the office of the Salt Lake County Recorder in the SW1/4 SE1/4 of Section 33, T.1S., R.1W., S.L.B.&M. in Salt Lake County, State of Utah, for the purpose of constructing and maintaining thereon a wall, cut and / or fill slopes and appurtenances parts thereof to facilitate the construction of a Bus Rapid Transit project known as Project No. F-R299(344). This easement includes the right to construct, maintain, and continue the existence of said cut and / or fill slopes in the same grade and slope ratio as constructed by Grantee. This easement shall run with the Real Property and shall be binding upon the Grantors, successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and / or fill slopes.

Beginning at the Southwest Corner of said Lot 703 in the easterly right of way line of 2700 West and running thence N.00°00'44"E. 43.50 feet along said easterly right of way line; thence East 2.00 feet along the northerly boundary line of said lot; thence S.00°00'44"W. 43.50 feet parallel with said easterly right of way line to the southerly boundary line of entire tract; thence West 2.00 feet along said southerly boundary line to the southwest corner of said entire tract; thence N.00°00'44"E. 43.50 feet along said easterly right of

Continued on Page 2

PIN No. 17842
Project No. F-R299(344)
Parcel No. 0299:180G:E

way line to the point of beginning. The above described part of an entire tract of property contains 87 square feet or 0.002 acre in area.

(Note: Rotate all bearings in the above description 00°14'19" clockwise to obtain highway bearings.)

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

Jeffery S. Amack

Jenny L. Amack

On this 19th day of October, in the year 2023, before me personally appeared Jeffery S. Amack and Jenny L. Amack, husband and wife of West Valley City, County of Salt Lake, who proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed the same.

Notary Public

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, UT 84119

Temporary Construction Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-005
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180G:2E

Jeffery S. Amack and Jenny L. Amack, husband and wife of West Valley City, County of Salt Lake, 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, situate in Lot 703, Benion Plaza No. 7, according to the official plat thereof, recorded August 21, 1970 as Entry No. 2346934 in Book II on Page 4, in the office of the Salt Lake County Recorder in the SW1/4 SE1/4 of Section 33, T.1S., R.1W., S.L.B.&M. in Salt Lake County, State of Utah, for the purpose of constructing and maintaining cut and / or fill slopes and appurtenant parts thereof to facilitate the to facilitate the reconstruction of sidewalks, pedestrian ramps, and appurtenant parts thereof incident to a Bus Rapid Transit project known as Project No. F-R299(344). 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.

Beginning at a point 2.00 feet East of the Southwest Corner of said Lot 703 in the easterly right of way line of 2700 West and running thence N.00°00'44"E. 43.50 feet parallel with said easterly right of way line to the northerly boundary line of entire tract; thence East 5.00 feet along said northerly boundary line; thence S.00°00'44"W. 43.50 feet along a line parallel with said easterly right of way line to the southerly boundary

Continued on Page 2

PIN No. 17842
Project No. F-R299(344)
Parcel No. 0299:180G:2E

line of said lot; thence West 5.00 feet along said southerly boundary line to the point of beginning. The above described part of an entire tract of property contains 218 square feet or 0.005 acre in area.

(Note: Rotate all bearings in the above description 00°14'19" clockwise to obtain highway bearings.)

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

Jeffery S. Amack

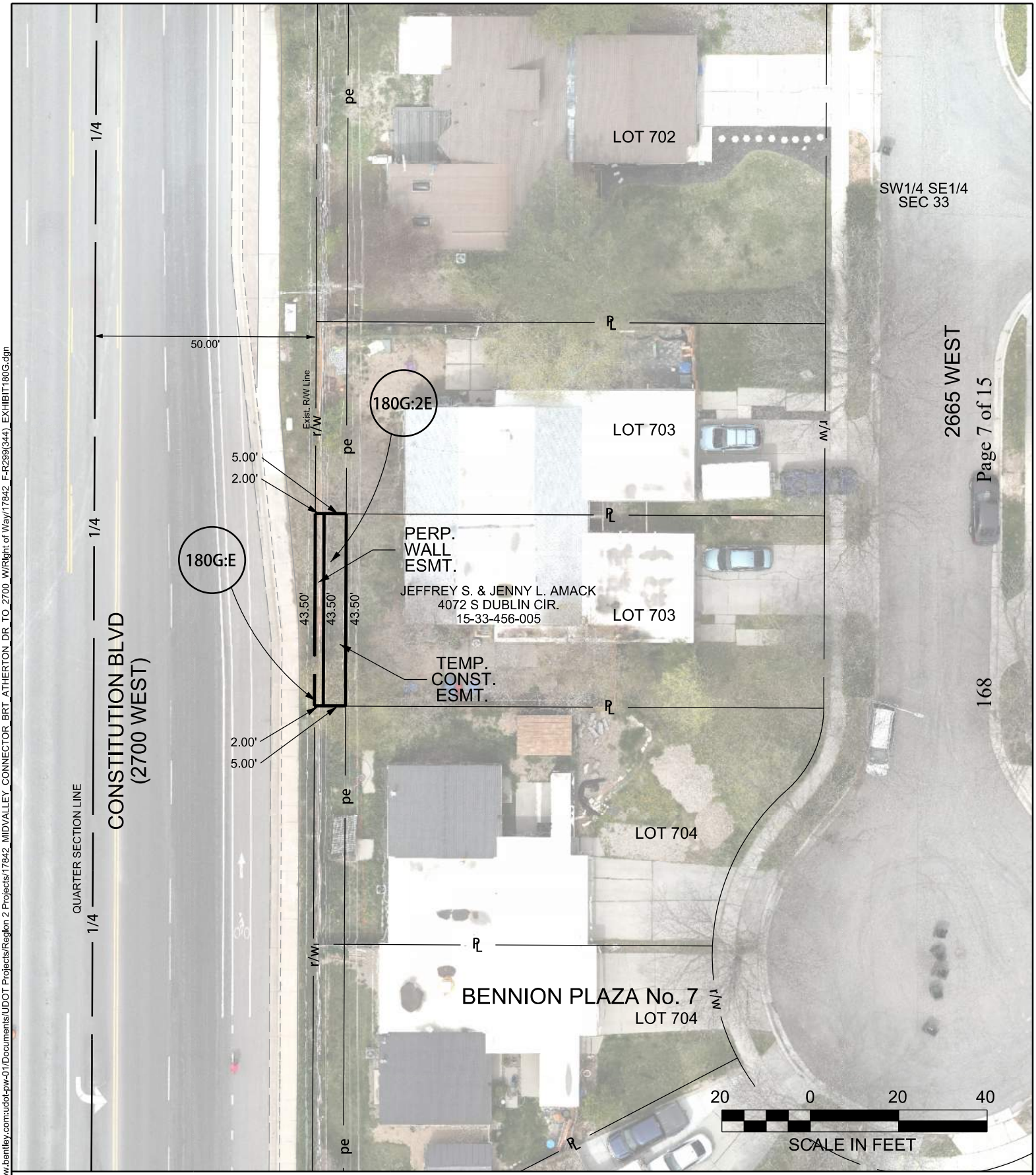
Jenny L. Amack

On this 14TH day of OCTOBER, in the year 2023, before me personally appeared Jeffery S. Amack and Jenny L. Amack, husband and wife of West Valley City, County of Salt Lake, 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

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Prepared 6/30/2023 by: JLS, Avenue Consultants 04P INDIVIDUAL RW-09 (5/24/2019)



DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/17842_MIDVALLEY_CONNECTOR_BRT_ATHERTON_DR_TO_2700_W/Right of Way/17842_F-R299(344)_EXHIBIT180G.dgn

24-JUN-2023

EXHIBIT NO. 180G-EXHIBIT				PROPERTY OWNER:	JEFFREY S. & JENNY L. AMACK
PROJECT	MIDVALLEY CONNECTOR BRT;			PROPERTY ADRESS:	4072 S DUBLIN CIR.
	ATHERTON DR TO 2700 W			**WEST VALLEY CITY**	
PROJECT NUMBER	F-R299(344)	PIN	17842	AVENUE CONSULTANTS	

WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT

On this _____ day of _____, 20___, Jeffrey S. Amack and Jenny L. Amack (herein and collectively GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, certain easements for right-of-way purposes.

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

1. GRANTOR shall deliver a perpetual easement and a temporary construction easement in the form and for the property described in Exhibits A and B.

2. The City shall pay $3,100.00 for the easements described in Section 1. This amount constitutes fair market value and is the entire payment for the easements and any and all known or potential damages, costs, or value that may be related to the easements. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. The compensation set forth in Section 2 above includes the cost to the Grantor to restore the temporary construction easement property. Such restoration is the responsibility of the Grantor.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(signatures follow)

GRANTOR
JEFFREY S. AMACK

Jeffrey S Amack

State of UTAH)
:ss
County of SALT LAKE)

On this 19TH day of OCTOBER, 2023, personally appeared before me Jeffrey S. Amack, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

Notary Public

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

GRANTOR
JENNY L. AMACK

Jenny L Amack

State of UTAH)
:ss
County of SALT LAKE)

On this 19TH day of OCTOBER, 2023, personally appeared before me Jenny L. Amack, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

Notary Public

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

GRANTEE
MAYOR

_____

ATTEST:

_____
CITY RECORDER

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, UT 84119

Perpetual Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-005
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180G:E

Jeffery S. Amack and Jenny L. Amack, husband and wife of West Valley City, County of Salt Lake, Grantors, of West Valley City, County of Salt Lake, State of Utah, hereby GRANT AND CONVEY 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 easement in Salt Lake County, State of Utah, to wit:

A perpetual easement, upon part of an entire tract of property, situate in Lot 703, Bennion Plaza No. 7, according to the official plat thereof, recorded August 21, 1970 as Entry No. 2346934 in Book II on Page 4, in the office of the Salt Lake County Recorder in the SW1/4 SE1/4 of Section 33, T.1S., R.1W., S.L.B.&M. in Salt Lake County, State of Utah, for the purpose of constructing and maintaining thereon a wall, cut and / or fill slopes and appurtenances parts thereof to facilitate the construction of a Bus Rapid Transit project known as Project No. F-R299(344). This easement includes the right to construct, maintain, and continue the existence of said cut and / or fill slopes in the same grade and slope ratio as constructed by Grantee. This easement shall run with the Real Property and shall be binding upon the Grantors, successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and / or fill slopes.

Beginning at the Southwest Corner of said Lot 703 in the easterly right of way line of 2700 West and running thence N.00°00'44"E. 43.50 feet along said easterly right of way line; thence East 2.00 feet along the northerly boundary line of said lot; thence S.00°00'44"W. 43.50 feet parallel with said easterly right of way line to the southerly boundary line of entire tract; thence West 2.00 feet along said southerly boundary line to the southwest corner of said entire tract; thence N.00°00'44"E. 43.50 feet along said easterly right of

Continued on Page 2

PIN No. 17842
Project No. F-R299(344)
Parcel No. 0299:180G:E

way line to the point of beginning. The above described part of an entire tract of property contains 87 square feet or 0.002 acre in area.

(Note: Rotate all bearings in the above description 00°14'19" clockwise to obtain highway bearings.)

STATE OF _____)
) ss.
COUNTY OF _____)

_____
Jeffery S. Amack

_____
Jenny L. Amack

On this _____ day of _____, in the year 20____, before me personally appeared Jeffery S. Amack and Jenny L. Amack, husband and wife of West Valley City, County of Salt Lake, who proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed the same.

_____
Notary Public

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, UT 84119

Temporary Construction Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-005
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180G:2E

Jeffery S. Amack and Jenny L. Amack, husband and wife of West Valley City, County of Salt Lake, 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, situate in Lot 703, Benion Plaza No. 7, according to the official plat thereof, recorded August 21, 1970 as Entry No. 2346934 in Book II on Page 4, in the office of the Salt Lake County Recorder in the SW1/4 SE1/4 of Section 33, T.1S., R.1W., S.L.B.&M. in Salt Lake County, State of Utah, for the purpose of constructing and maintaining cut and / or fill slopes and appurtenant parts thereof to facilitate the to facilitate the reconstruction of sidewalks, pedestrian ramps, and appurtenant parts thereof incident to a Bus Rapid Transit project known as Project No. F-R299(344). 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.

Beginning at a point 2.00 feet East of the Southwest Corner of said Lot 703 in the easterly right of way line of 2700 West and running thence N.00°00'44"E. 43.50 feet parallel with said easterly right of way line to the northerly boundary line of entire tract; thence East 5.00 feet along said northerly boundary line; thence S.00°00'44"W. 43.50 feet along a line parallel with said easterly right of way line to the southerly boundary

Continued on Page 2

PIN No. 17842
Project No. F-R299(344)
Parcel No. 0299:180G:2E

line of said lot; thence West 5.00 feet along said southerly boundary line to the point of beginning. The above described part of an entire tract of property contains 218 square feet or 0.005 acre in area.

(Note: Rotate all bearings in the above description 00°14'19" clockwise to obtain highway bearings.)

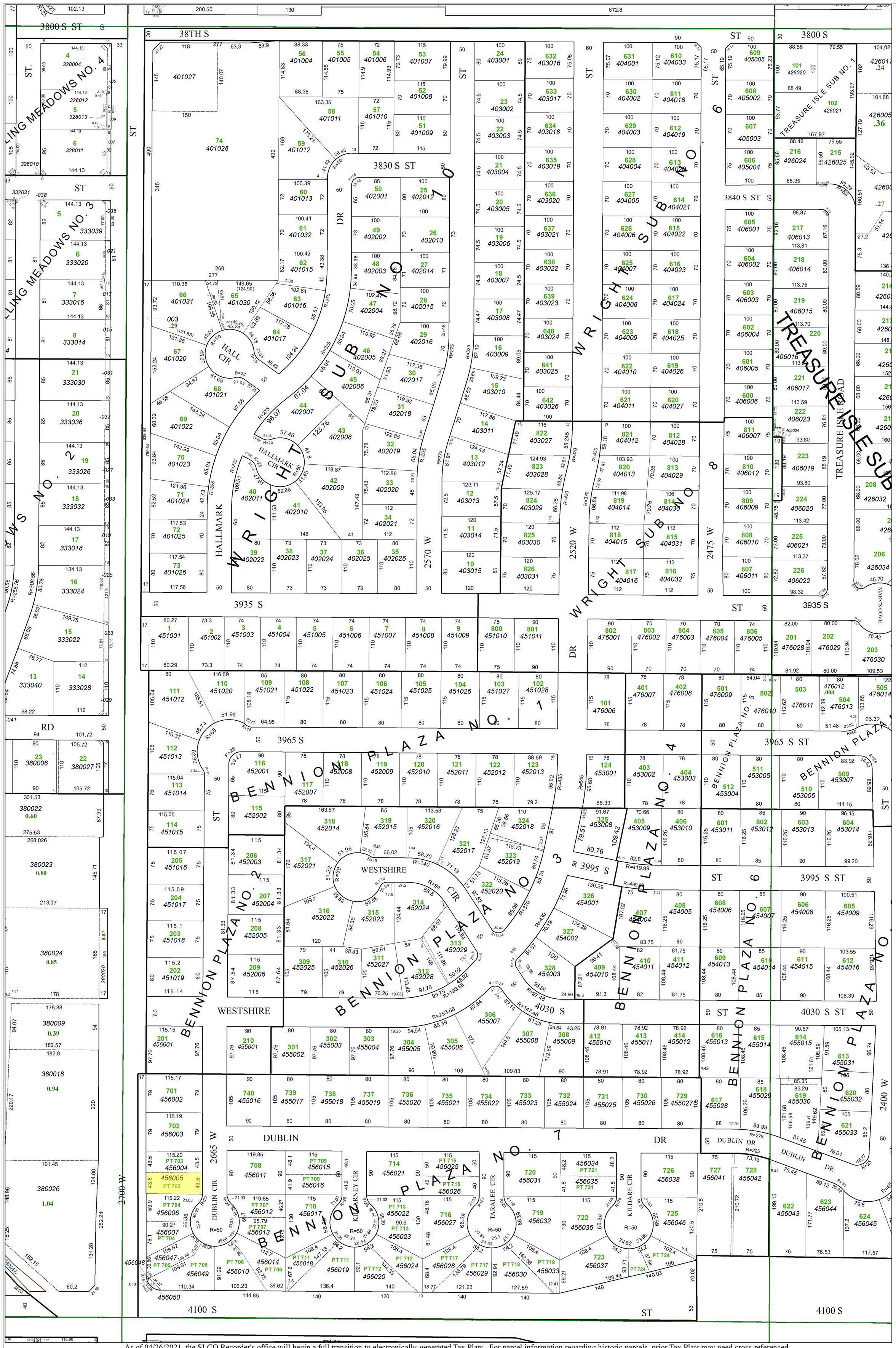
STATE OF _____)
) ss.
COUNTY OF _____)

_____
Jeffery S. Amack

_____
Jenny L. Amack

On this _____ day of _____, in the year 20____, before me personally appeared Jeffery S. Amack and Jenny L. Amack, husband and wife of West Valley City, County of Salt Lake, 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



As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically-generated Tax Plats. For parcel information regarding historic parcels, prior Tax Plats may need cross-referenced.

This Tax Plat is not intended to represent actual physical properties. In order to establish exact physical boundaries, a survey of the property may be necessary. Parcel numbers are for taxation reference purposes only and are subject to change.

Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

W 1/2 SE 1/4 Sec 33 T1S R1W

SALT LAKE COUNTY, UTAH

8/8/2023

176

Scale 1"=100'

0 100' 200'

Feet

15-33-41

Area

Section

Page

Item #:	
Fiscal Impact:	$5,450.00
Funding Source:	CIP
Account #:	45-9610-40750-75283-0200
Budget Opening Required:	No

ISSUE:

Authorization, acceptance and execution of an Easement Purchase Agreement, and acceptance of a Perpetual Easement and a Temporary Construction Easement.

SYNOPSIS:

Sierra Marie Alexander and Dustin Joseph Gardner have signed a signed an Easement Purchase Agreement along with Perpetual Easement and a Temporary Construction Easement for property located at 4058 South 2665 West (15-33-456-003).

BACKGROUND:

The Sierra Marie Alexander and Dustin Joseph Gardner parcel located at 4058 South 2665 West is one of eight parcels affected by the UTA Midvalley Bus Rapid Transit (2700 West Wall) Project, scheduled to be constructed in 2024. This project will include construction of textured colored concrete park strip, landscaping, and decorative street lighting along the east side of Constitution Boulevard (2700 West) from 4100 South to Westshire Drive (4030 South). The project will also include an eight-foot-tall decorative concrete post and panel wall along those properties with backyards facing Constitution Boulevard to match the wall on the west side of Constitution Boulevard. The acquisition includes a Perpetual Easement, Temporary Construction Easement and improvements. Compensation in the amount of $5,450.00 was based upon the appraisal report prepared by the Fortis Group which indicated compensation in the amount of $4,300.00. Additional compensation is being paid for the removal of a large coniferous tree and additional Temporary Construction Easement area.

RECOMMENDATION:

Accept Perpetual Easement, Temporary Construction Easement and authorize Mayor to execute Easement Purchase Agreement. Authorize City Recorder to record Perpetual Easement and Temporary Construction Easement for and in behalf of West Valley City.

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 AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM SIERRA MARIE ALEXANDER AND DUSTIN JOSEPH GARDNER FOR PROPERTY LOCATED AT 4058 SOUTH 2665 WEST.

WHEREAS, Sierra Marie Alexander and Dustin Joseph Gardner (herein and collectively "Owner") have entered into an Easement Purchase Agreement for property located at 4058 South 2665 West that is affected by the 2700 West Wall Project (herein "Project"); and

WHEREAS, Owners have also signed a Perpetual Easement and a Temporary Construction Easement (the "Easements"), 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 Easement Purchase Agreement with Owners, and to accept the Easements;

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

1. That the above-referenced document entitled "West Valley City Easement Purchase Agreement" 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 Easements 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
EASEMENT PURCHASE AGREEMENT

On this _____ day of _____, 20___, Sierra Marie Alexander and Dustin Joseph Gardner (herein and collectively GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, certain easements for right-of-way purposes.

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

1. GRANTOR shall deliver a perpetual easement and a temporary construction easement in the form and for the property described in Exhibits A and B.

2. The City shall pay $5,450.00 for the easements described in Section 1. This amount constitutes fair market value and is the entire payment for the easements and any and all known or potential damages, costs, or value that may be related to the easements. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. The compensation set forth in Section 2 above includes the cost to the Grantor to restore the temporary construction easement property. Such restoration is the responsibility of the Grantor.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(signatures follow)

GRANTOR
SIERRA MARIE ALEXANDER

State of UTAH)
:ss
County of SALT LAKE)

On this 23RD day of OCTOBER, 2023, personally appeared before me Sierra Marie Alexander, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

GRANTOR
DUSTIN JOSEPH GARDNER

State of UTAH)
:ss
County of SALT LAKE)

On this 23RD day of OCTOBER, 2023 personally appeared before me Dustin Joseph Gardner, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

GRANTEE
MAYOR

_____

ATTEST:

_____

CITY RECORDER

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, UT 84119

Perpetual Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-003
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180J:E

Sierra Marie Alexander and Dustin Joseph Gardner, Grantors, of West Valley City, County of Salt Lake, State of Utah, hereby GRANT AND CONVEY 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 easement in Salt Lake County, State of Utah, to wit:

A perpetual easement, upon part of an entire tract of property, situate in Lot 702, Bennion Plaza No. 7, according to the official plat thereof, recorded August 21, 1970 as Entry No. 2346934 in Book II on Page 4, in the office of the Salt Lake County Recorder in the SW1/4 SE1/4 of Section 33, T.1S., R.1W., S.L.B.&M. in Salt Lake County, State of Utah, for the purpose of constructing and maintaining thereon a wall, cut and / or fill slopes and appurtenances parts thereof to facilitate the construction of a Bus Rapid Transit project known as Project No. F-R299(344). This easement includes the right to construct, maintain, and continue the existence of said cut and / or fill slopes in the same grade and slope ratio as constructed by Grantee. This easement shall run with the Real Property and shall be binding upon the Grantors, successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and / or fill slopes.

Beginning at the Northwest Corner of said Lot 702 in the easterly right of way line of 2700 West and running thence East 2.00 feet along the northerly boundary line of said lot; thence S.00°00'44"W. 79.00 feet parallel with said easterly right of way line to the southerly boundary line of said lot; thence West 2.00 feet along said southerly boundary line to the southwest corner of said lot; thence N.00°00'44"E. 79.00

Continued on Page 2

PIN No. 17842
Project No. F-R299(344)
Parcel No. 0299:180J:E

feet along said easterly right of way line to the point of beginning. The above described part of an entire tract of property contains 158 square feet or 0.004 acre in area.

(Note: Rotate all bearings in the above description 00°14'19" clockwise to obtain highway bearings.)

STATE OF _____)
) ss.
COUNTY OF _____)

_____
Sierra Marie Alexander

_____
Dustin Joseph Gardner

On this _____ day of _____, in the year 20____, before me personally appeared Sierra Marie Alexander and Dustin Joseph Gardner , who proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed the same.

_____
Notary Public

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, UT 84119

Temporary Construction Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-003
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180J:2E

Sierra Marie Alexander and Dustin Joseph Gardner, 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, situate in Lot 702, Bennion Plaza No. 7, according to the official plat thereof, recorded August 21, 1970 as Entry No. 2346934 in Book II on Page 4, in the office of the Salt Lake County Recorder in the SW1/4 SE1/4 of Section 33, T.1S., R.1W., S.L.B.&M. in Salt Lake County, State of Utah, for the purpose of constructing and maintaining cut and / or fill slopes and appurtenant parts thereof to facilitate the to facilitate the reconstruction of sidewalks, pedestrian ramps, and appurtenant parts thereof incident to a Bus Rapid Transit project known as Project No. F-R299(344). 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.

Beginning at a point 2.00 ft. East of the Northwest Corner of said Lot 702 in the easterly right of way line of 2700 West and running thence East 10.00 feet along the northerly boundary line of said lot; thence S.00°00'44"W. 9.00 feet parallel with said easterly right of way line; thence West 5.00 feet; thence S.00°00'44"W. parallel with said easterly right of way line to the southerly boundary line of said lot; thence West 5.00 feet along said southerly boundary line; thence N.00°00'44"E. 79.00 ft. along a line parallel with

Continued on Page 2

PIN No. 17842
Project No. F-R299(344)
Parcel No. 0299:180J:2E

said easterly right of way line to the point of beginning. The above described part of an entire tract of land contains 440 square feet or 0.010 acre in area.

(Note: Rotate all bearings in the above description 00°14'19" clockwise to obtain highway bearings.)

STATE OF _____)
) ss.
COUNTY OF _____)

_____
Sierra Marie Alexander

_____
~~Ruth Fluckiger~~ DUSTIN JOSEPH GARDNER

On this _____ day of _____, in the year 20____, before me personally appeared Sierra Marie Alexander and Dustin Joseph Gardner, 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:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, UT 84119

Perpetual Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-003
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180J:E

Sierra Marie Alexander and Dustin Joseph Gardner, Grantors, of West Valley City, County of Salt Lake, State of Utah, hereby GRANT AND CONVEY 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 easement in Salt Lake County, State of Utah, to wit:

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Continued on Page 2

PIN No. 17842
Project No. F-R299(344)
Parcel No. 0299:180J:E

feet along said easterly right of way line to the point of beginning. The above described part of an entire tract of property contains 158 square feet or 0.004 acre in area.

(Note: Rotate all bearings in the above description 00°14'19" clockwise to obtain highway bearings.)

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

Sierra Marie Alexander

Dustin Joseph Gardner

On this 23RD day of OCTOBER, in the year 2023, before me personally appeared Sierra Marie Alexander and Dustin Joseph Gardner, who proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed the same.

Notary Public

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Prepared 9/20/2023 by: JLS, Avenue Consultants 04P INDIVIDUAL RW-09 (5/24/2019)

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, UT 84119

Temporary Construction Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-003
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180J:2E

Sierra Marie Alexander and Dustin Joseph Gardner, 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:

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Continued on Page 2

PIN No. 17842
Project No. F-R299(344)
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(Note: Rotate all bearings in the above description 00°14'19" clockwise to obtain highway bearings.)

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

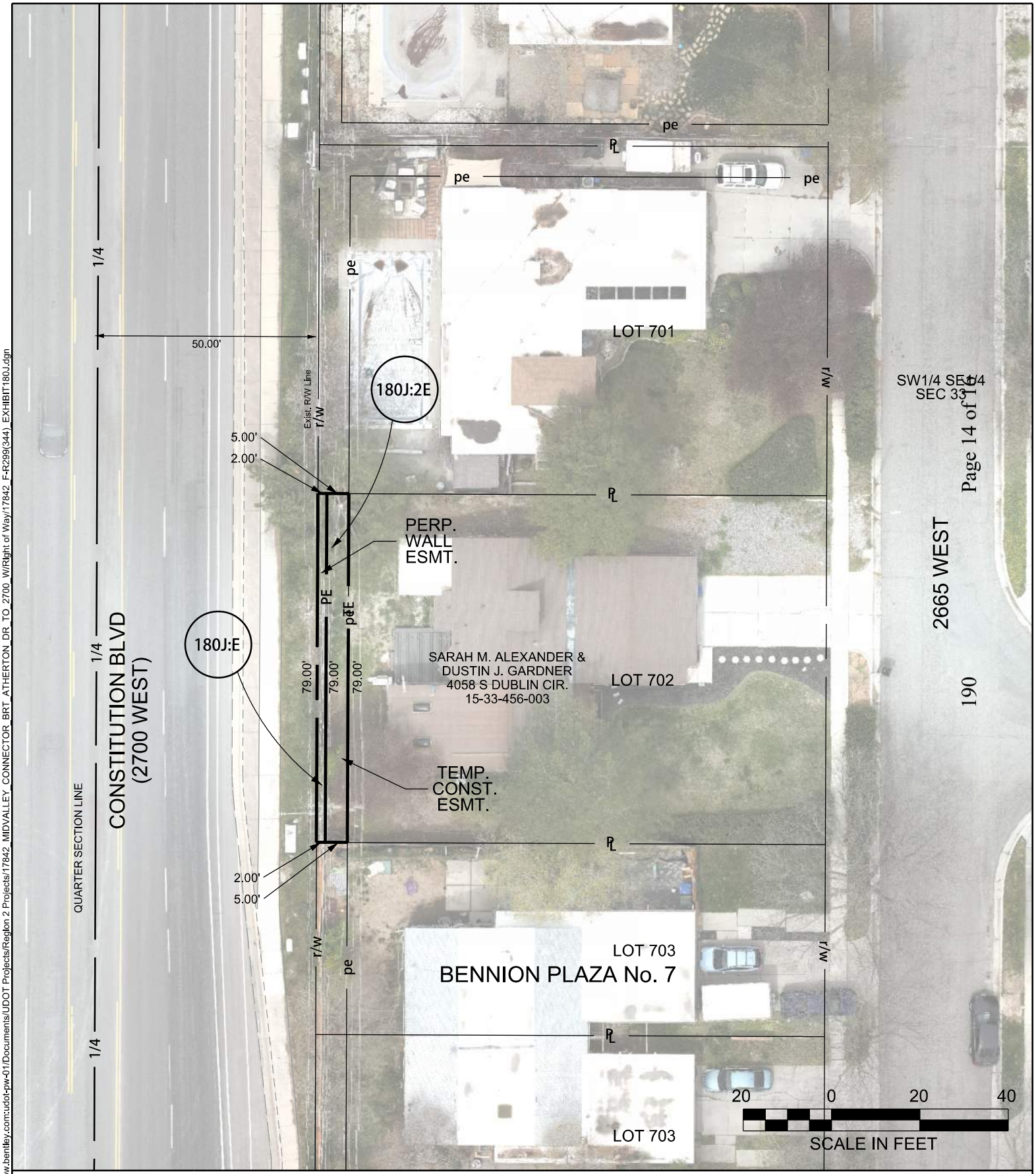
Sierra Marie Alexander

~~Ruth Fluckiger~~ DUSTIN JOSEPH GARDNER

On this 23RD day of OCTOBER, in the year 2023, before me personally appeared Sierra Marie Alexander and Dustin Joseph Gardner, 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

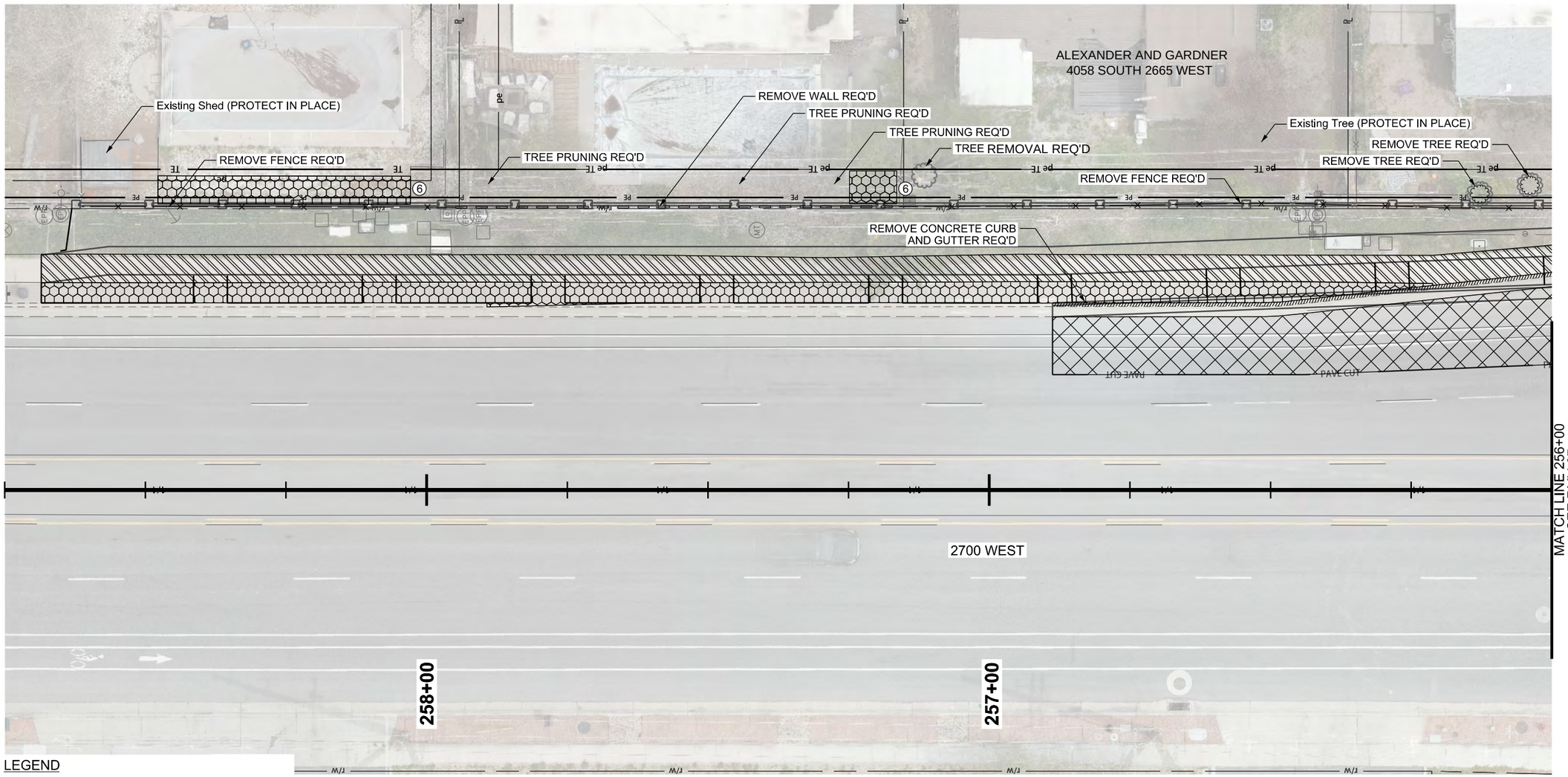
STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306



DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/17842_MIDVALLEY_CONNECTOR_BRT_ATHERTON_DR_TO_2700_W/Right of Way/17842_F-R299(344)_EXHIBIT180J.dgn

24-JUN-2023

EXHIBIT NO. 180J-EXHIBIT				PROPERTY OWNER:	SARAH M. ALEXANDER & DUSTIN J. GARDNER
PROJECT	MIDVALLEY CONNECTOR BRT;			PROPERTY ADRESS:	4058 S DUBLIN CIR.
	ATHERTON DR TO 2700 W				**WEST VALLEY CITY**
PROJECT NUMBER	F-R299(344)	PIN	17842		AVENUE CONSULTANTS



LEGEND

- REMOVE ASPHALT PAVEMENT REQ'D
- REMOVE CONCRETE PAVEMENT REQ'D
- REMOVE CONCRETE SIDEWALK REQ'D
- REMOVE CONCRETE FLATWORK REQ'D

4100 SOUTH STATION - NB

NOTES:

1. SEE SM SHEETS FOR STATION AND OFFSET OF ITEMS.
2. SEE SS SHEETS FOR SIGN REMOVAL.
3. SEE DR SHEETS FOR DRAINAGE REMOVAL.
4. SEE SG SHEETS FOR SIGNAL REMOVAL.
5. SEE UT SHEETS FOR UTILITY REMOVAL.
6. SAWCUT AND REMOVE CONCRETE FLATWORK AT NEAREST JOINT.

MIDVALLEY CONNECTOR
UTA

UTAH TRANSIT AUTHORITY
AVENUE CONSULTANTS

APPROVED
PROFESSIONAL ENGINEER
09/25/2023
DATE

DRAWN BY	CHA
QC CHECKED BY	JML

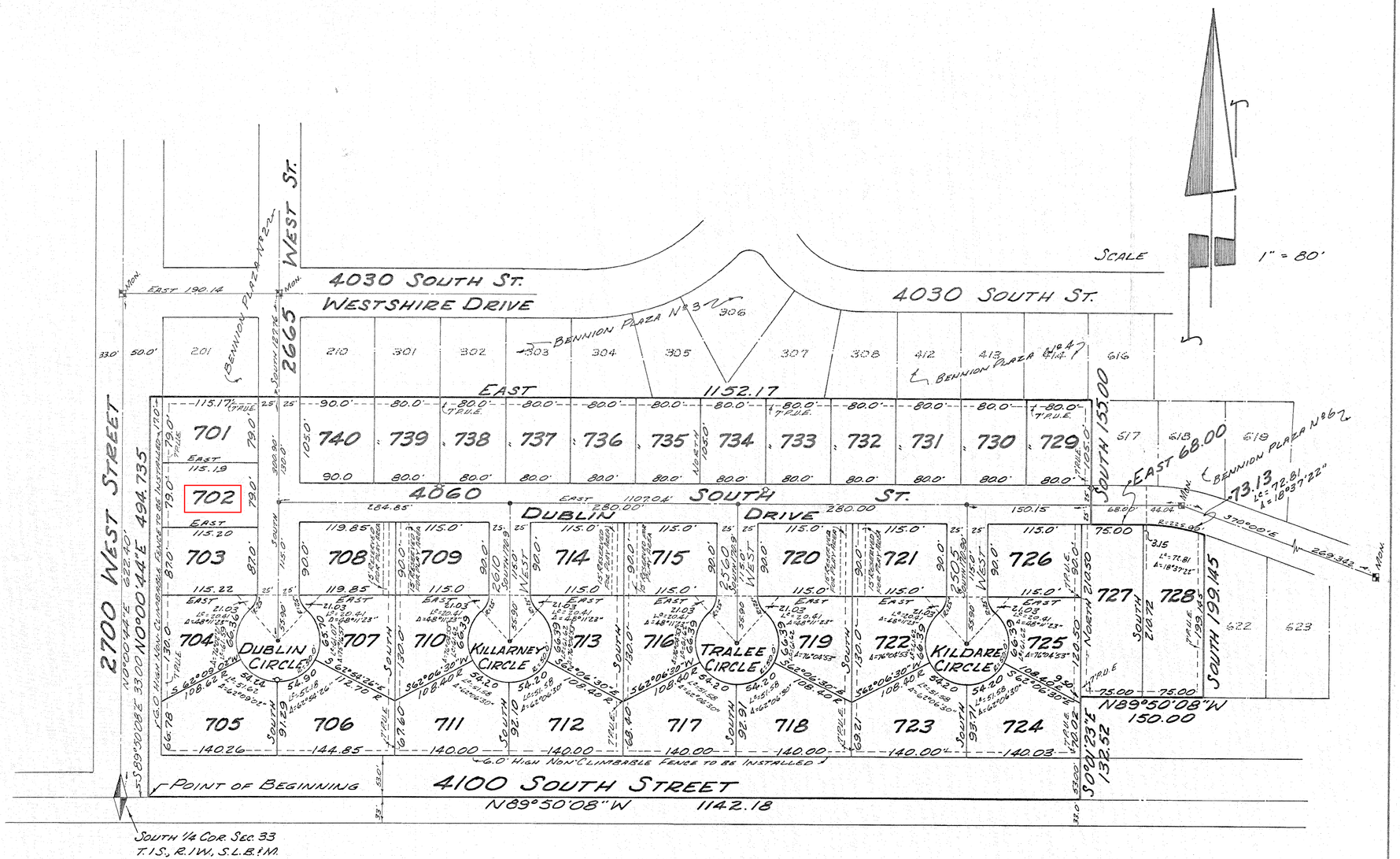
MIDVALLEY CONNECTOR
BUS RAPID TRANSIT

PROJECT	PIN
MSP253	17842

REMOVAL

SHEET NO. RMV-06

8102_RMV-06.dgn
9/19/2023



• = Monuments to be set.
⊕ = Fire Hydrants to be installed.
P.U.E. = Public Utility Easements
40 LOTS 13.769 ACRES

SURVEYOR'S CERTIFICATE

I, W. KENT BROWN, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate No. 3261, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as BENNION PLAZA No 7 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT WHICH IS S.89°50'08"E 33.00 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 33, T.1S., R.1W., S.L.B.&M.; AND RUNNING THENCE
N0°00'44"E	494.735	FEET, THENCE
EAST	1152.17	FEET, THENCE
SOUTH	155.00	FEET, THENCE
EAST	68.00	FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT 73.13 FEET, THENCE
SOUTH	199.145	FEET, THENCE
N89°50'08"W	150.00	FEET, THENCE
S0°01'23"E	132.52	FEET, THENCE
N89°50'08"W	1142.18	FEET TO THE POINT OF BEGINNING.

APRIL 6, 1970
DATE

W. Kent Brown

GARDNER ENGINEERING
MIDVALE, UTAH

OWNER'S DEDICATION

Know all men by these presents that WE, the 2 undersigned owner (S) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

BENNION PLAZA No 7

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof WE have hereunto set OUR HANDS this 21st day of July A.D., 19 70

SECURITY TITLE Co. — TRUSTEE

N. Gayle Nielson
N. GAYLE NIELSON:
SENIOR VICE PRESIDENT

Gordon Dick
GORDON DICK:
EXECUTIVE VICE PRESIDENT

CORPORATION ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS THE 21 DAY OF July A.D., 19 70, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT N. Gayle Nielson, Senior Vice President and Gordon Dick, Executive Vice President for SECURITY TITLE COMPANY, TRUSTEE A UTAH CORPORATION, THAT THEY SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 9-19-73
Marian J. Smith
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Salt Lake }

On the ____ day of ____ A.D., 19____, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer( ) of the above Owner's dedication, ____ in number, who duly acknowledged to me that ____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: ____

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

BENNION PLAZA No 7

A SUBDIVISION, A PART OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 33, T.1S., R.1W., SALT LAKE BASE & MERIDIAN

PLANNING COMMISSION
APPROVED THIS 28th DAY OF Aug A.D., 1970 BY THE SALT LAKE COUNTY PLANNING COMMISSION.
Michael Oberhansly
CHAIRMAN, SALT LAKE CO. PLANNING COMM.

BOARD OF HEALTH
APPROVED THIS 1st DAY OF June A.D., 1970
Leland J. Hoffman
DIRECTOR, S. L. CO. BOARD OF HEALTH

FLOOD CONTROL DEPT.
APPROVED THIS 2 DAY OF June A.D., 1970
K. Markey
FLOOD CONTROL COORDINATOR

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
8-14-70 DATE
Dale R. Hoyt
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 11th DAY OF AUGUST A.D., 1970
GORDON B. CHRISTENSON
By Thomas B. Jensen
DEPUTY SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION
PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 12th DAY OF August A.D., 19 70 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
ATTEST: SALT LAKE CO. CLERK
CHAIRMAN, BD. OF CO. COMM.

RECORDED # 2346934
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF SECURITY TITLE CO.
DATE Aug 21, 1970 TIME 4:14 PM BOOK II PAGE 4
#30.00
FEE $
Hazel Taggart Clare
SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS JULY 12, 1967

Sec 33 T1S R1W TT 4 D 342

Item #:	
Fiscal Impact:	$1,191.52 (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 Warranty Deed and a Temporary Construction Easement.

SYNOPSIS:

David B. Kenney has signed a Real Estate Purchase Contract and has signed a Warranty Deed and a Temporary Construction Easement for property located at 3658 S. Granger Drive (15-33-178-018).

BACKGROUND:

The David B. Kenney parcel located at 3658 S. Granger 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 Warranty Deed, Temporary Construction Easement and improvements is $17,600.00 and was based upon an administrative compensation estimate prepared by Integra Realty Resources.

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 $1,191.52.

RECOMMENDATION:

Accept Warranty Deed, Temporary Construction Easement and authorize the mayor to execute the Real Estate Purchase Contract. Warranty Deed and the 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 WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM DAVID B. KENNEY FOR PROPERTY LOCATED AT 3658 SOUTH GRANGER DRIVE.

WHEREAS, David B. Kenney (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 3658 South Granger Drive that is affected by the Lancer Way 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 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): 117:C, 117: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: 15-33-151-013
Property Address: 3658 South Granger Drive WEST VALLEY CITY UT, 84119
Owner's Address: 8426 South Azul Way,SANDY,UT,84093
Primary Phone: 801-259-0797 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): David B Kenney

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, David B Kenney ("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 117:C, 117:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $17,600 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): **Temporary Sprinklers (1) in the amount of $1,000.00 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.

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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.

DBK

Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 117:C, 117: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: 15-33-151-013
Property Address: 3658 South Granger Drive WEST VALLEY CITY UT, 84119
Owner's Address: 8426 South Azul Way,SANDY,UT,84093
Primary Phone: 801-259-0797 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): David B Kenney

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):

11(a): Owner acknowledges receiving payment for the following improvements acquired: Concrete Driveway (60 SF), Chain-link Fence (10 LF), Ground Cover - WD (234 SF) in the amount of $1,108.00 which is included in the Total Purchase Price.

11(b): The contractor will repair/replace any impacted sod and sprinkler lines within the temporary construction easement as part of the project.

Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 117:C, 117: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: 15-33-151-013
Property Address: 3658 South Granger Drive WEST VALLEY CITY UT, 84119
Owner's Address: 8426 South Azul Way,SANDY,UT,84093
Primary Phone: 801-259-0797 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): David B Kenney

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):

David B Kenney 12-26-23

100% David B Kenney - OWNER(s) Date Date

WEST VALLEY CITY

Karen Lang, Mayor Date

DBK
Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 117:C, 117: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: 15-33-151-013
Property Address: 3658 South Granger Drive WEST VALLEY CITY UT, 84119
Owner's Address: 8426 South Azul Way,SANDY,UT,84093
Primary Phone: 801-259-0797 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): David B Kenney

Exhibit A
(Attach conveyance documents)

Grantor's Initials

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

EXHIBIT A

Warranty Deed

(Individual)

Salt Lake County

Tax ID No.	15-33-151-013
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:117:C

David B Kenney, Grantor(s), of Sandy City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to West Valley City, Grantee, at 3600 South Constitution Boulevard, 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 widening of the existing Lancer Way (3650 South Street) known as Project No. F-2215(1)0, being part of an entire tract of property known as Lot 19 of Wright Subdivision Addition No. 2 recorded as Entry No. 1185120 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. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing southerly right of way line of said Lancer Way which is 13.12 feet West along the southerly lot line and 75.00 feet North from the Southeast Corner of said Lot 19; and running thence S.89°53'30"W. 102.08 feet along a line parallel with and 33.00 feet perpendicularly distant southerly from the project control line to a point in the westerly boundary line of said entire tract; thence N.00°02'29"W. 3.19 feet along said westerly boundary line; thence N.89°59'42"E. 90.21 feet along said southerly right of way line to the beginning of a 25.00-foot radius non-tangent curve to the right (Note: center bears South); thence easterly 12.38 feet along the arc of said curve through a central angle of 28°22'00" (Note: chord to said curve bears S.75°49'00"E. for a distance of 12.25 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 305 square feet or 0.007 acre in area, more or less.

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:117:C

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

As per Utah State Code 72-5-103 title of the underlying fee to the center of the existing right of way is relinquished as part of this conveyance and transferred to the Grantee of this instrument.

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

_____
David B Kenney

On this _____ day of _____, in the year 20_____, before me personally appeared, David B Kenney, 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.	15-33-151-013
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:117:E

David B Kenney, Grantor(s), of Sandy 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 19 of Wright Subdivision Addition No. 2 recorded as Entry No. 1185120 of the Salt Lake County Recorder's Office, 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 a point which is 52.52 feet North from the Southeast Corner of said Lot 19; and running thence N.34°20'15"W. 9.07 feet; thence S.89°53'30"W. 67.00 feet; thence South 10.00 feet; thence S.89°53'30"W. 43.09 feet to a point in the westerly boundary line of said Lot 19; thence N.00°02'29"W. 25.00 feet along said westerly boundary line; thence N.89°53'30"E. 102.09 feet to a point in a 25.00-foot radius non-tangent curve to the right along the existing southerly right of way line of Lancer Way (Note: center bears S.28°22'00"W.); thence southerly 26.89 feet along the arc of said curve through a central angle of 61°38'00" (Note: chord to said curve bears S.30°49'00"E. for a distance of 25.62 feet) to the westerly right of way line of Granger Drive; thence South 0.48 feet along said westerly right of way line to the point of beginning. The above described easement contains 2,095 square feet or 0.048 acres in area, more or less.

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:117:E

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

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

_____
David B Kenney

On this _____ day of _____, in the year 20_____, before me personally appeared, David B Kenney, 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

Warranty Deed

(Individual)

Salt Lake County

Tax ID No.	15-33-151-013
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:117:C

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Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:117:C

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

As per Utah State Code 72-5-103 title of the underlying fee to the center of the existing right of way is relinquished as part of this conveyance and transferred to the Grantee of this instrument.

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

David B Kenney
David B Kenney

On this 26th day of October, in the year 2023, before me personally appeared, David B Kenney, 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

DANIEL FOCHS
Notary Public - State of Utah
Commission Number: 726656
My Commission Expires on
September 12, 2026

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.	15-33-151-013
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:117:E

David B Kenney, Grantor(s), of Sandy 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:

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Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:117:E

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

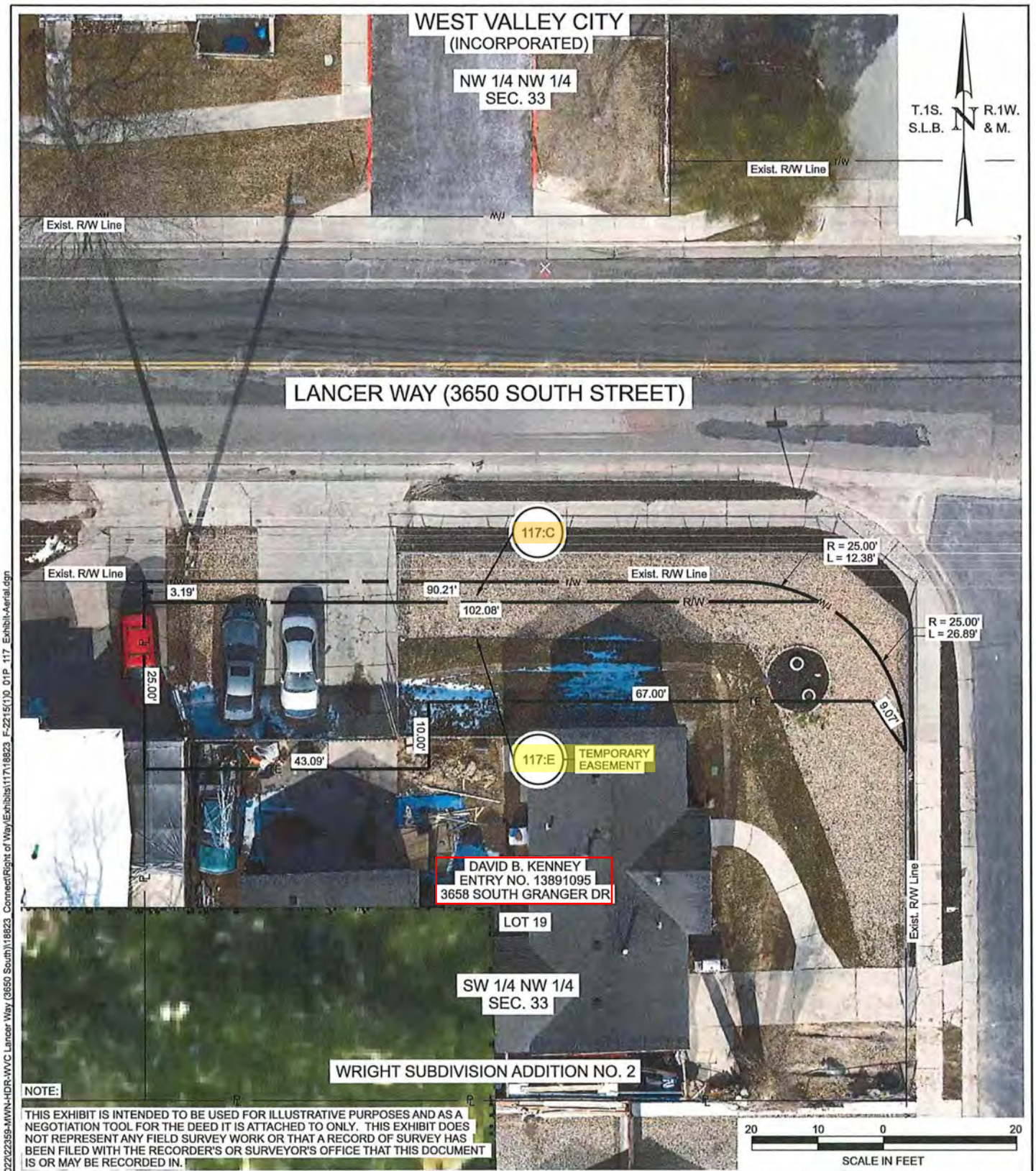
STATE OF Utah)
) ss.
)
COUNTY OF Salt Lake)

David B Kenney

On this 26th day of October, in the year 2023, before me personally appeared, David B Kenney, 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

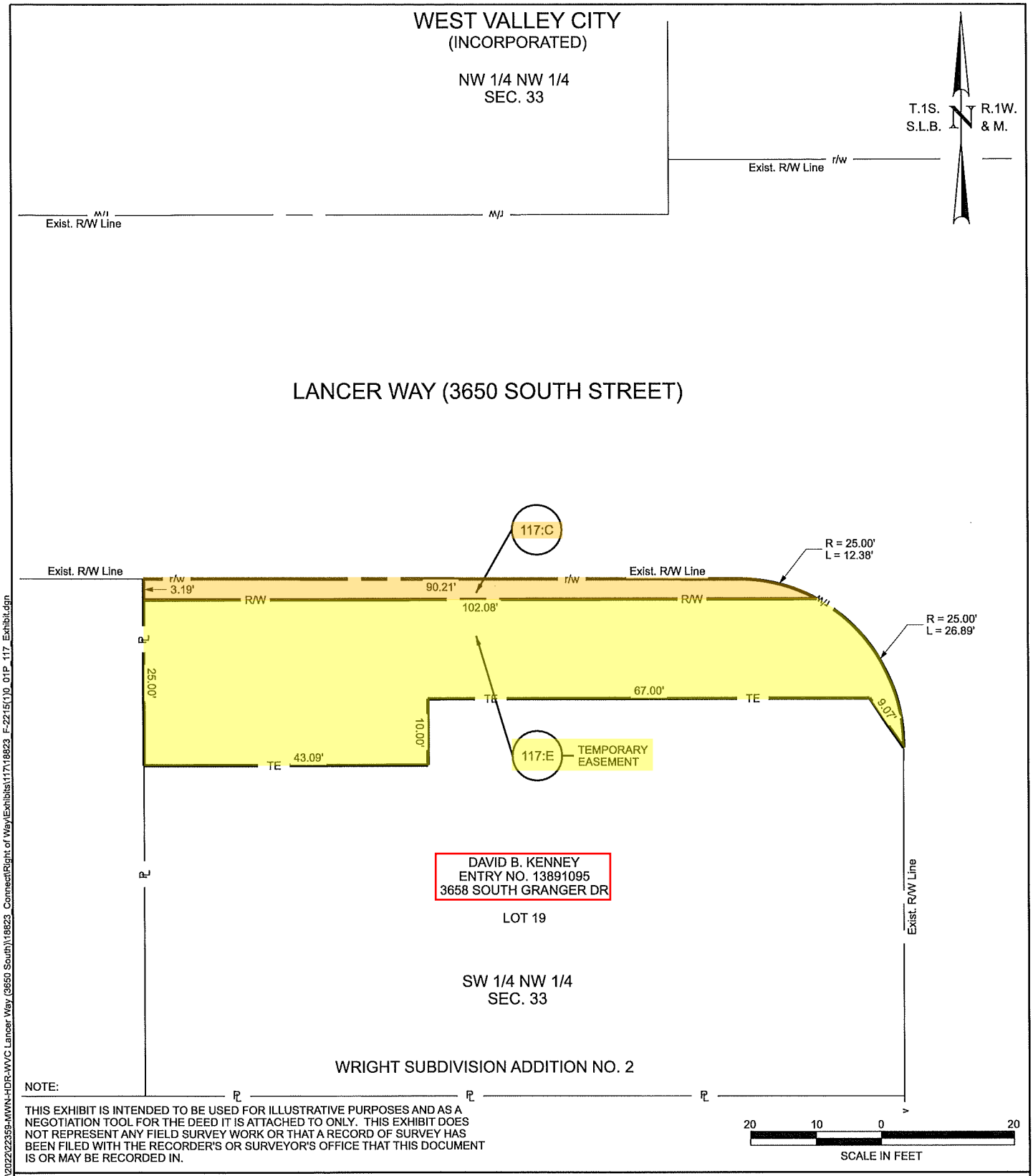
DANIEL FOCHS
Notary Public - State of Utah
Commission Number: 726656
My Commission Expires on
September 12, 2026



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
117:C	DAVID B. KENNEY	0.007	305	NONE	0.200	NONE	0.193
117:E	DAVID B. KENNEY	0.048	2,095			TEMPORARY	

SHEET NO. 117-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	DAVID B. KENNEY
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	8426 SOUTH AZUL WAY
PROJECT NUMBER	F-2215(1)0 PIN 18823	UTAH DEPARTMENT OF TRANSPORTATION MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22359-MWN-HDR-WVC Lancer Way (3650 South)\18823_Connect\Right of Way\Exhibits\117\18823_F-2215(1)0_01P_117_Exhibit-Aerial.dgn
6-JUL-2023



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
117:C	DAVID B. KENNEY	0.007	305	NONE	0.200	NONE	0.193
117:E	DAVID B. KENNEY	0.048	2,095			TEMPORARY	

SHEET NO. 117-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	DAVID B. KENNEY
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	8426 SOUTH AZUL WAY
PROJECT NUMBER	F-2215(1)0 PIN 18823	UTAH DEPARTMENT OF TRANSPORTATION	
		MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22359-MWN-HDR-WVC Lancer Way (3650 South)\18823_ConnectRight of Way\Exhibits\117\18823_F-2215(1)0_01P_117_Exhibit.dgn

6-JUL-2023

Item #:	
Fiscal Impact:	$152.33 (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:

Kelsey K. Raymond has signed a Real Estate Purchase Contract and has signed a Temporary Construction Easement for property located at 3660 S. Lee Maur Street (15-33-179-003).

BACKGROUND:

The Kelsey K. Raymond parcel located at 3660 S. Lee Maur 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 is $2,250.00 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 $152.33.

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 KELSEY K. RAYMOND FOR PROPERTY LOCATED AT 3660 SOUTH LEE MAUR STREET.

WHEREAS, Kelsey K. Raymond (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 3660 South Lee Maur 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
Unity Pride Progress

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)● Parcel No.(s): 131: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: 15-33-179-003
Property Address: 3660 South Lee Maur St WEST VALLEY CITY UT, 84119
Owner's Address: 3660 South Lee Maur St,WEST VALLEY CITY,UT,84119
Primary Phone: 435-901-0864 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Kelsey K Raymond

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Kelsey K Raymond ("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 131:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $2,250 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): **1 tree within the 474 easement to be protected in place. Vinyl fencing to be removed and temporary fencing installed for construction. Once construction is complete, vinyl fencing will be replaced along the 474 easement. West Valley City contractor will replace all landscaping that is disturbed within the 474 easement as part of the project.**

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.

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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.

Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)● Parcel No.(s): 131: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: 15-33-179-003
Property Address: 3660 South Lee Maur St WEST VALLEY CITY UT, 84119
Owner's Address: 3660 South Lee Maur St,WEST VALLEY CITY,UT,84119
Primary Phone: 435-901-0864 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Kelsey K Raymond

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's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 131:E

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
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Property Address: 3660 South Lee Maur St WEST VALLEY CITY UT, 84119
Owner's Address: 3660 South Lee Maur St,WEST VALLEY CITY,UT,84119
Primary Phone: 435-901-0864 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Kelsey K Raymond

SIGNATURE PAGE TO
WEST VALLEY CITY
REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Brendy Carrington, through HDR 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% Kelsey K Raymond - OWNER(s) — Date 10/23/2023 — Date

WEST VALLEY CITY

Mayor Karen Lang — Date

Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 131: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: 15-33-179-003
Property Address: 3660 South Lee Maur St WEST VALLEY CITY UT, 84119
Owner's Address: 3660 South Lee Maur St,WEST VALLEY CITY,UT,84119
Primary Phone: 435-901-0864 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Kelsey K Raymond

Exhibit A
(Attach conveyance documents)

Grantor's Initials

"Exhibit A"

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.	15-33-179-003
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:131:E

Kelsey K Raymond, 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 532 of the Wright Subdivision Addition No.5 recorded as Entry No. 1455443 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, 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 532 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. 48.59 feet to the beginning of a 24.89-foot radius curve to the right; (2) thence southerly 39.15 feet along the arc of said curve through a central angle of 90°07'52" (Note: chord to said curve bears S.45°02'59"E. for a distance of 35.24 feet); thence N.42°58'20"W. 25.85 feet; thence S.89°53'30"W. 55.91 feet to a point in the westerly boundary line of said entire tract; thence North 6.00 feet along said westerly boundary line to the point of beginning. The above described easement contains 474 square feet or 0.011 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

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:131:E

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

_____
Kelsey K Raymond

On this _____ day of _____, in the year 20_____, before me personally appeared, Kelsey K Raymond, 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.	15-33-179-003
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:131:E

Kelsey K Raymond, 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 532 of the Wright Subdivision Addition No.5 recorded as Entry No. 1455443 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, 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 532 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. 48.59 feet to the beginning of a 24.89-foot radius curve to the right; (2) thence southerly 39.15 feet along the arc of said curve through a central angle of 90°07'52" (Note: chord to said curve bears S.45°02'59"E. for a distance of 35.24 feet); thence N.42°58'20"W. 25.85 feet; thence S.89°53'30"W. 55.91 feet to a point in the westerly boundary line of said entire tract; thence North 6.00 feet along said westerly boundary line to the point of beginning. The above described easement contains 474 square feet or 0.011 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

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:131:E

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

Kelsey K Raymond

On this 23 day of October, in the year 2023, before me personally appeared, Kelsey K Raymond, 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

BRENDY CARRINGTON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 711070
COMM. EXP. 03-09-2024

WEST VALLEY CITY
(INCORPORATED)

NE 1/4 NW 1/4
SEC. 33

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

Exist. R/W Line — 40 — 40 — 40 — Exist. R/W Line
40 ACRE LINE — 40 ACRE LINE

LANCER WAY (3650 SOUTH STREET)

Exist. R/W Line

r/w 48.59'

6.00'

TE 55.91' TE

r/w

C1

25.85'

TE

TEMPORARY EASEMENT 131:E

℄

℄

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	24.89'	90°07'52"	39.15'

KELSEY RAYMOND
ENTRY NO. 12761499
3660 SOUTH LEE MAUR ST.

LOT 532

WRIGHT SUBDIVISION
ADDITION NO. 5

SE 1/4 NW 1/4
SEC. 33

r/w

Exist. R/W Line

LEE MAUR 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.

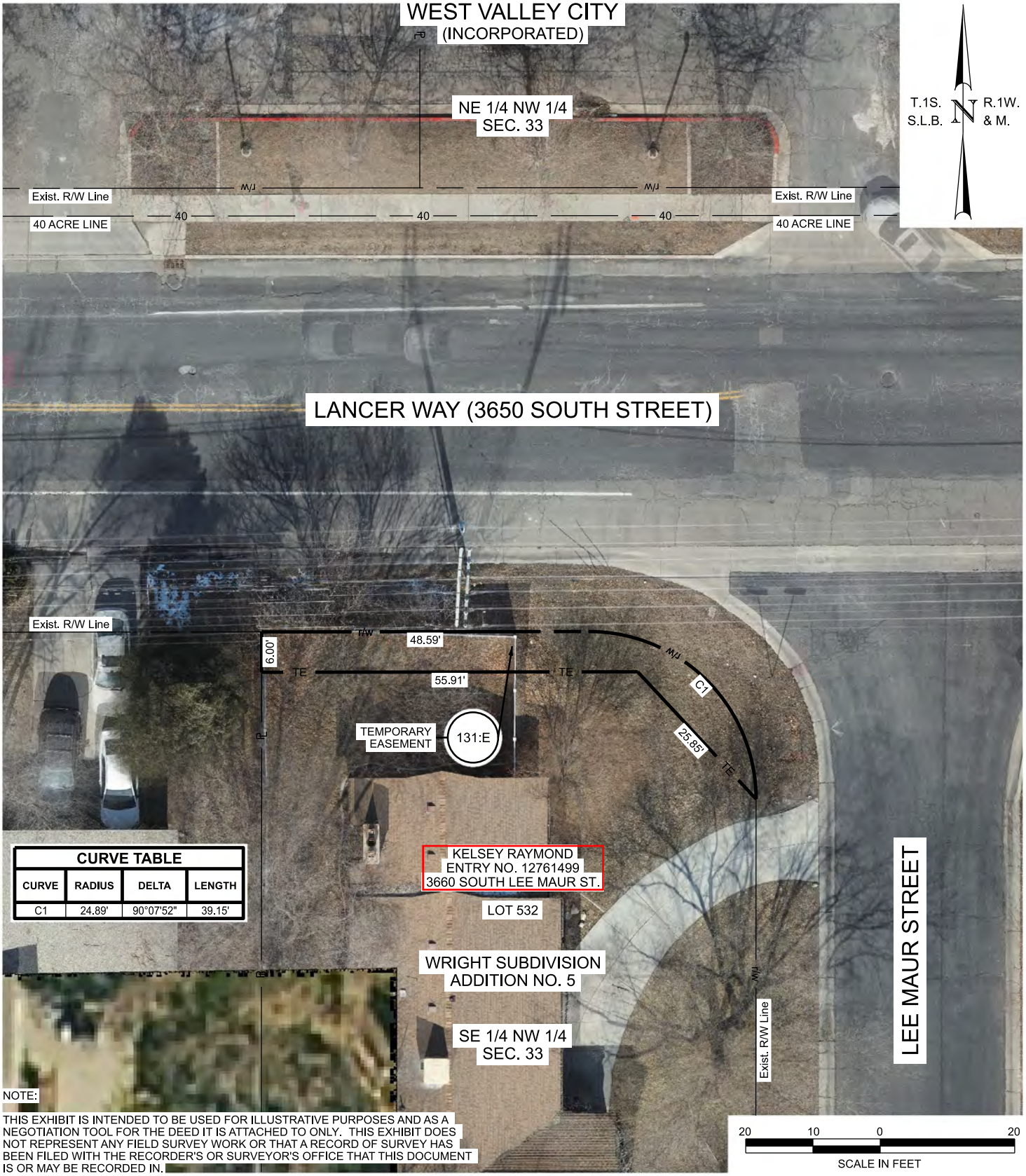
20 10 0 20
SCALE IN FEET

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
131:E	KELSEY RAYMOND	0.011	474			TEMPORARY	

SHEET NO. 131-EXHIBIT	PARTIAL SUMMARY NO. 02P	PROPERTY OWNER:	KELSEY RAYMOND
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	3660 SOUTH LEE MAUR ST.
PROJECT NUMBER	F-2215(1)0 PIN 18823	UTAH DEPARTMENT OF TRANSPORTATION MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\2359-MWN-HDR-WVC Lancer Way (3650 South)\18823_Connect\Right of Way\Exhibits\131\18823_F-2215(1)0_02P_131_Exhibit.dgn

9-AUG-2023



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	24.89'	90°07'52"	39.15'

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
131:E	KELSEY RAYMOND	0.011	474			TEMPORARY	

SHEET NO. 131-EXHIBIT	PARTIAL SUMMARY NO. 02P	PROPERTY OWNER:	KELSEY RAYMOND
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	3660 SOUTH LEE MAUR ST.
PROJECT NUMBER	F-2215(1)0 PIN 18823	UTAH DEPARTMENT OF TRANSPORTATION MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\2359-MWN-HDR-WVC Lancer Way (3650 South)\18823_ConnectRight of Way\Exhibits\131\18823_F-2215(1)0_02P_131_Exhibit-Aerial.dgn
9-AUG-2023

Item #:	
Fiscal Impact:	$280.96 (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 Public Utility Easement and a Temporary Construction Easement.

SYNOPSIS:

Arlen E. Hale has signed a Real Estate Purchase Contract and has signed a Public Utility Easement and Temporary Construction Easement for property located at 3660 S. Market Street (15-33-178-018).

BACKGROUND:

The Arlen E. Hale parcel located at 3660 S. Market 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 Public Utility Easement, Temporary Construction Easement and improvements is $4,150.00 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 $280.96.

RECOMMENDATION:

Accept Public Utility Easement, Temporary Construction Easement and authorize the mayor to execute the Real Estate Purchase Contract. Public Utility Easement and the 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 PUBLIC UTILITY EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM ARLEN E. HALE FOR PROPERTY LOCATED AT 3660 SOUTH MARKET STREET.

WHEREAS, Arlen E. Hale (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 3660 South Market 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
Unity Pride Progress

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 127:E, 127: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: 15-33-178-018
Property Address: 3660 South Market St WEST VALLEY CITY UT, 84119
Owner's Address: 3660 South Market St,WEST VALLEY CITY,UT,84119
Primary Phone: 801-968-6719 Owner's Home Phone: (801)968-6719 Owner's Work Phone:
Owner / Grantor (s): Arlen E. Hale

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Arlen E. Hale ("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 127:E, 127:PUE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $4,150 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.

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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.

AH
Grantor's Initials

Project No: F-2215(1)0 Parcel No.(s): 127:E, 127: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: 15-33-178-018
Property Address: 3660 South Market St WEST VALLEY CITY UT, 84119
Owner's Address: 3660 South Market St,WEST VALLEY CITY,UT,84119
Primary Phone: 801-968-6719 Owner's Home Phone: (801)968-6719 Owner's Work Phone:
Owner / Grantor (s): Arlen E. Hale

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):
The contractor will repair/replace any impacted sod and sprinkler lines within the easements as part of the project.

AH
Grantor's Initials

WEST VALLEY CITY
Unity Pride Progress

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 127:E, 127: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: 15-33-178-018
Property Address: 3660 South Market St WEST VALLEY CITY UT, 84119
Owner's Address: 3660 South Market St,WEST VALLEY CITY,UT,84119
Primary Phone: 801-968-6719 Owner's Home Phone: (801)968-6719 Owner's Work Phone:
Owner / Grantor (s): Arlen E. Hale

SIGNATURE PAGE TO
WEST VALLEY CITY
REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Brendy Carrington, through HDR 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):

Arlen E. Hale 10-25-23

100% Arlen E Hale - OWNER(s) Date Date

WEST VALLEY CITY

_____ _____
Date

Mayor Karen Lang

AH
Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 127:E, 127: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: 15-33-178-018
Property Address: 3660 South Market St WEST VALLEY CITY UT, 84119
Owner's Address: 3660 South Market St,WEST VALLEY CITY,UT,84119
Primary Phone: 801-968-6719 Owner's Home Phone: (801)968-6719 Owner's Work Phone:
Owner / Grantor (s): Arlen E. Hale

Exhibit A
(Attach conveyance documents)

AH
Grantor's Initials

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

EXHIBIT A

Temporary Construction Easement

(Individual)

Salt Lake County

Tax ID No.	15-33-178-018
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:127:E

Arlen E. Hale, 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 564 of Wright Subdivision Addition No. 5 recorded as Entry No. 1455443 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 564 in the existing southerly right of way line of said Lancer Way (3650 South Street); and running thence N.89°53'30"E. 91.58 feet along said southerly right of way line to the beginning of a 24.56-foot radius curve to the right; thence southeasterly 35.01 feet along the arc of said curve and along said southerly right of way line, through a central angle of 81°39'56" (Note: chord to said curve bears S.49°16'32"E. for a distance of 32.12 feet); thence N.55°57'22"W. 15.14 feet; thence S.89°53'30"W. 20.00 feet; thence N.00°06'30"W. 7.50 feet; thence S.89°53'30"W. 83.36 feet to the westerly boundary line of said Lot 564; thence North 5.00 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 753 square feet or 0.017 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

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:127:E

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

_____
Arlen E. Hale

On this _____ day of _____, in the year 20_____, before me personally appeared, Arlen E. Hale, 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.	15-33-178-018
	PIN No.	18823
	Project No.	F-2215(1)0
	Parcel No.	2215:127:PUE

Arlen E. Hale, 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 564 of Wright Subdivision Addition No. 5 recorded as Entry No. 1455443 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, 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 Lancer Way which is 88.35 feet N.89°53'30"E. from the Northwest Corner of said Lot 564; and running thence N.89°53'30"E. 3.23 feet along said southerly right of way line to the beginning of a 24.56-foot radius curve to the right; thence southeasterly 6.86 feet along the arc of said curve and along said southerly right of way line, through a central angle of 16°00'10" (Note: chord to said curve bears S.82°06'25"E. for a distance of 6.84 feet); thence S.00°06'30"E. 6.55 feet; thence S.89°53'30"W. 10.00 feet; thence N.00°06'30"W. 7.50 feet to the point of beginning. The above described easement contains 73 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

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:127:PUE

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

_____
Arlen E. Hale

On this _____ day of _____, in the year 20_____, before me personally appeared, Arlen E. Hale, 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.	15-33-178-018
	PIN No.	18823
	Project No.	F-2215(1)0
	Parcel No.	2215:127:PUE

Arlen E. Hale, 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 564 of Wright Subdivision Addition No. 5 recorded as Entry No. 1455443 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, 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 Lancer Way which is 88.35 feet N.89°53'30"E. from the Northwest Corner of said Lot 564; and running thence N.89°53'30"E. 3.23 feet along said southerly right of way line to the beginning of a 24.56-foot radius curve to the right; thence southeasterly 6.86 feet along the arc of said curve and along said southerly right of way line, through a central angle of 16°00'10" (Note: chord to said curve bears S.82°06'25"E. for a distance of 6.84 feet); thence S.00°06'30"E. 6.55 feet; thence S.89°53'30"W. 10.00 feet; thence N.00°06'30"W. 7.50 feet to the point of beginning. The above described easement contains 73 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

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:127:PUE

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

Arlen E. Hale
Arlen E. Hale

On this 25 day of October, in the year 2023, before me personally appeared, Arlen E. Hale, 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.

Brendy Carrington
Notary Public

BRENDY CARRINGTON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 711070
COMM. EXP. 03-09-2024

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.	15-33-178-018
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:127:E

Arlen E. Hale, 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 564 of Wright Subdivision Addition No. 5 recorded as Entry No. 1455443 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 564 in the existing southerly right of way line of said Lancer Way (3650 South Street); and running thence N.89°53'30"E. 91.58 feet along said southerly right of way line to the beginning of a 24.56-foot radius curve to the right; thence southeasterly 35.01 feet along the arc of said curve and along said southerly right of way line, through a central angle of 81°39'56" (Note: chord to said curve bears S.49°16'32"E. for a distance of 32.12 feet); thence N.55°57'22"W. 15.14 feet; thence S.89°53'30"W. 20.00 feet; thence N.00°06'30"W. 7.50 feet; thence S.89°53'30"W. 83.36 feet to the westerly boundary line of said Lot 564; thence North 5.00 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 753 square feet or 0.017 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

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:127:E

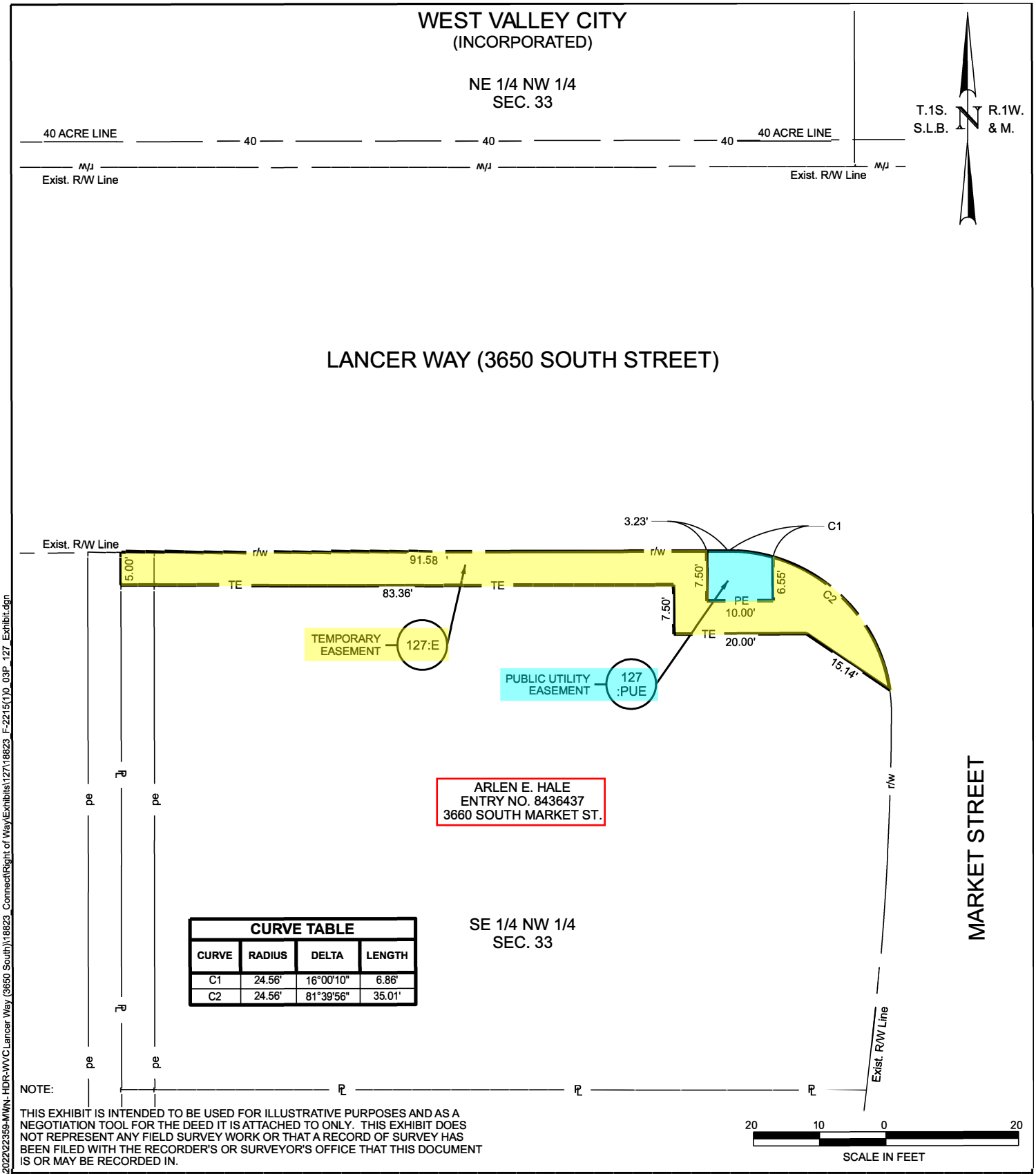
STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Arlen E. Hale
Arlen E. Hale

On this 25 day of October, in the year 2023, before me personally appeared, Arlen E. Hale, 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.

Brendy Carrington
Notary Public

BRENDY CARRINGTON
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 711070
COMM. EXP. 03-09-2024

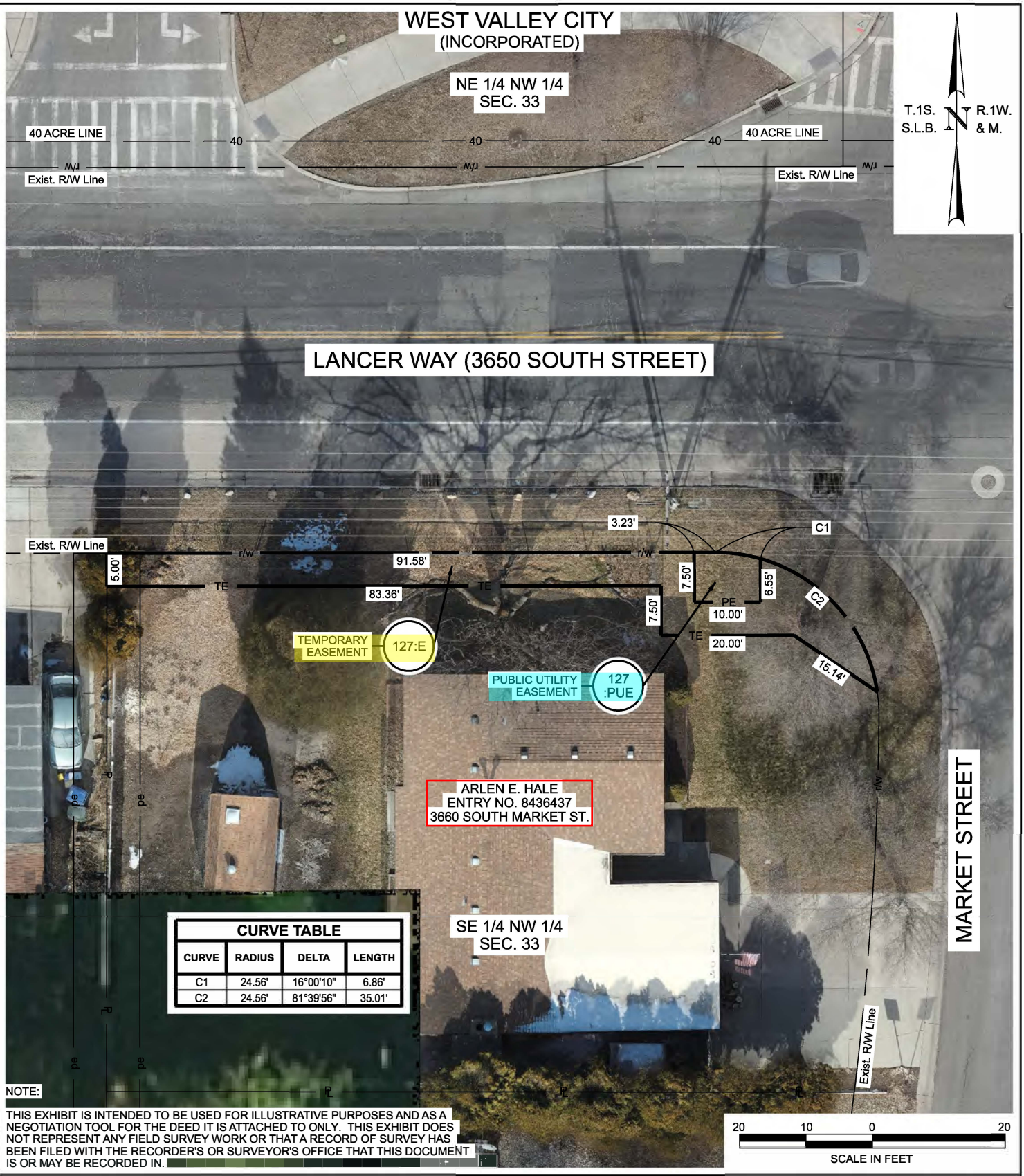


PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
127:PUE	ARLEN E. HALE	0.002	73			PUE	
127:E	ARLEN E. HALE	0.017	753			TEMPORARY	

SHEET NO. 127-EXHIBIT	PARTIAL SUMMARY NO. 03P	PROPERTY OWNER:	ARLEN E. HALE
PROJECT: 3650 SOUTH; 2700 WEST TO 3200 WEST		PROPERTY ADDRESS:	3660 SOUTH MARKET ST.
PROJECT NUMBER: F-2215(1)0	PIN: 18823	UTAH DEPARTMENT OF TRANSPORTATION MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22359-MWN-HDR-WVC Lancer Way (3650 South)\18823_Connect\Right of Way\Exhibits\127\18823_F-2215(1)0_03P_127_Exhibit.dgn

5-SEP-2023



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	24.56'	16°00'10"	6.86'
C2	24.56'	81°39'56"	35.01'

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
127:PUE	ARLEN E. HALE	0.002	73			PUE	
127:E	ARLEN E. HALE	0.017	753			TEMPORARY	

SHEET NO. 127-EXHIBIT	PARTIAL SUMMARY NO. 03P	PROPERTY OWNER:	ARLEN E. HALE
PROJECT: 3650 SOUTH; 2700 WEST TO 3200 WEST		PROPERTY ADDRESS:	3660 SOUTH MARKET ST.
PROJECT NUMBER: F-2215(1)0	PIN: 18823	UTAH DEPARTMENT OF TRANSPORTATION MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22359-MWN-HDR-WVC Lancer Way (3650 South)\18823_Connect\Right of Way\Exhibits\127\18823_F-2215(1)0_03P_127-Aerial_Exhibit.dgn
5-SEP-2023