The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, December 5, 2023, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Tom Huynh

4. Special Recognitions

5. Approval of Minutes:

   A. November 14, 2023

6. 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

- 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.

members of the City Council.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

7. Ordinances:

A. 23-44: Amend Section 1-2-107 of the West Valley City Municipal Code to Update Certain Parks and Recreation Fees

8. Resolutions:

A. 23-183: Award a Contract to Acme Construction for Sunset Hills Park

B. 23-184: Appoint an Interim City Manager and an Interim Assistant City Manager

C. 23-185: Request the Recertification of the West Valley City Justice Court by the Utah Judicial Council and the Justice Courts Standards Committee

D. 23-186: Approve the Execution of a Memorandum of Understanding Between West Valley City and the Utah Cyber Center

E. 23-187: Authorize the City to Enter Into a Mutual Aid Agreement for Emergency Fire and Medical Services

F. 23-188: Approve a Betterment Agreement Between the City and the Utah Department of Transportation for Improvements to Bangerter Highway

G. 23-189: Authorize the Execution of a Lease Agreement with Salt Lake City for Storm Water Improvements

9. New Business:

A. Consider Application PUD-2-2023, Filed by Shivam Shah, Requesting Final Plat Approval for the Mountain View Micro Flex PUD, Located at 5718 West 3500 South

B. Convene as Board of Canvassers for the Municipal General Election Held November 21, 2023

Consider Resolution 23-190, Accept and Approve the Results of the Municipal General Election Held November 21, 2023 as Shown on the Canvass Report

10. Consent Agenda:

A. Reso 23-191: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed, a Perpetual Easement, and a Temporary Construction Easement With and From Jodi L. Hoskins for Property Located at 2689 South Vespa Drive

B. Reso 23-192: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From West Valley Building Two, LLC for Property Located at 2607 South 3200 West

C. Reso 23-193: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Teamsters, Chauffeurs, Warehousemen and Helpers Local 222, Inc. for Property Located at 2641 South 3270 West

D. Reso 23-194: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Russell G. Murray for Property Located at 3148 West 3650 South

E. Reso 23-195: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Russell G. Murray for Property Located at 3150 West 3650 South

F. Reso 23-196: 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 Hubert for Property Located at 3125 West Lancer Way

G. Reso 23-197: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From Aleida Artemisa Rodriguez for Property Located at 4078 South Dublin Circle

H. Reso 23-198: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From Henry Rennemann for Property Located at 4050 South 2665 West

I. Reso 23-199: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From Alfonso and Isabel Inga for Property Located at 4080 South Dublin Circle

J. Reso 23-200: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Parkway Cove, LLC for Property Located at 3582 West Parkway Boulevard

11. Motion for Closed Session (if necessary)

12. Adjourn

MINUTES OF COUNCIL REGULAR MEETING NOVEMBER 14, 2023
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, NOVEMBER 14, 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
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
Jake Fitisemanu, Councilmember District 4

ABSENT:

William Whetstone, Councilmember District 3

STAFF PRESENT ELECTRONICALLY:

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

OPENING CEREMONY- MAYOR KAREN LANG

Mayor Karen Lang stated that the Parks and Recreation Department put on a beautiful Veteran's Day event on Saturday November 11, 2023. She asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF SPECIAL MEETING HELD NOVEMBER 7, 2023

DRAFT

The Council considered the Minutes of the Special Meeting held November 7, 2023. There were no changes, corrections or deletions.

Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held November 7, 2023. Councilmember Christensen seconded the motion.

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

AWARDS, CEREMONIES, AND PROCLAMATIONS

A. **PROCLAMATION RECOGNIZING NOVEMBER 18, 2023 AS "WORLD SUICIDE PREVENTION DAY" IN WEST VALLEY CITY**

Councilmember Nordfelt read a Proclamation Recognizing November 18, 2023 as "World Suicide Prevention Day".

B. **PROCLAMATION RECOGNIZING NOVEMBER 25, 2023 AS SMALL BUSINESS SATURDAY**

Councilmember Christensen read a Proclamation Recognizing November 25, 2023 as Small Business Saturday.

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Cory Bantock stated that he is concerned about proposed application GPZ-6-2023 on tonight's agenda. He noted that there is already significant traffic in the area and expressed concern about a wall next to his property.

Karina McClellan stated that she represents the Work Activity Center which supports community inclusion, activities, classes, and programs for adults with disabilities. She detailed the mission of the organization and some of the programs offered.

B. **CITY MANAGER COMMENTS**

John Flores, Human Resources Director, had no comments.

C. **CITY COUNCIL COMMENTS**

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

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

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled November 14, 2023, in order for the City Council to hear and consider public comments 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.

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

> 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."

Steve Pastorik, CED Director, provided an updated concept plan with adjusted drive through lanes and access points.

Councilmember Harmon asked if an entrance access on 2700 West that aligned with the road across the street was explored. Steve replied yes and noted that this option, as well as the proposed southern access point, would eliminate left turn conflicts. He indicated that the applicant chose to shift the access south.

Councilmember Christensen asked if stacking into the parking lot is anticipated to be a concern. Steve replied that the amount of proposed stacking far exceeds what is required in the ordinance. He displayed two potential traffic flow options that could occur under the new proposed concept. Councilmember Christensen asked where the order board would be located. Steve replied that this level of detail has not yet been determined but the ordinance requires it to be a specific distance from

residential. He noted that the location of the building would suggest that the order board would likely be on the west side of the property.

Councilmember Harmon expressed concern regarding the parking spaces on the north end of the concept plan and indicated that he could see vehicles getting stuck if the drive through gets back up.

Mayor Lang asked if a wall is required between 2700 West and the drive through. Steve replied that this is required on 5600 West but not at this location. He noted that there will be 20 feet of landscaping.

Mayor Lang opened the Public Hearing.

Carl Young indicated that he is the Pastor of the existing church. He indicated that the congregation has had lengthy conversation regarding the sale and development of this property and is in firm agreement of redevelopment. Pastor Young noted that there has been a decline to this property over the years and he, as well as his congregation, believe the proposed developed is best for the community and for the City.

Corey Bantock stated that he would like to know if parking will be constructed directly next to the wall bordering his home. He expressed concern regarding losing his view of the Oquirrh Mountains.

Jim Vesock stated that he is concerned about traffic problems this type of development could generate in an already congested area. He noted that he believes this could be better designed.

Rob Galanis, the applicant, noted that he owns other property to the north of this parcel and he has has been working with the City to improve and redevelop this area. He noted that he has worked with Pastor Young and the sale of the property is contingent upon finding a new location for the congregation in the neighborhood. Mr. Galanis stated that there will be a landscaping buffer against residential and added that the order board speakers will be located close to the street so as not to impact neighbors. He noted that medians and landscaping will be placed throughout the property to deter cross through access in the parking lot and noted that his team worked to ensure good circulation is provided for traffic.

Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE NO. 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
The City Council previously held a public hearing regarding proposed Ordinance 23-42 that would 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.

Mayor Lang asked how tall the proposed wall will be next to residential. Steve replied that the Development Agreement requires 8 feet, measured from the parking lot grade, and a 10-foot landscaping buffer.

Councilmember Huynh verified that there is one entrance/exit from 2700 West. Steve replied yes. He noted that Public Works didn't want to see left turn conflicts on 2700 West and didn't want an access point too close to the intersection on 3800 South. Councilmember Huynh expressed concern regarding traffic and safety with the proposed concept.

Councilmember Harmon stated that he is concerned that traffic will have to wind through the property with the access point to the south on 2700 West. He added that he would prefer to see that access align with 3835 South. He noted that his other concern is traffic on 3800 South. Councilmember Huynh agreed.

Councilmember Nordfelt asked if the Council would be approving the concept plan at tonight's meeting. Steve replied no. Councilmember Nordfelt asked if the concept could be altered after this application were passed. Steve replied that the concept plan submitted is just a concept and grading/drainage and other details have not been investigated at this time. Councilmember Harmon stated that this is the only stage that the Council could really review the application. Steve stated the application will proceed to either a permitted or conditional use moving forward which is reviewed by staff or the Planning Commission. Councilmember Harmon asked if the Council could required that the street align as part of the Development Agreement. Steve replied that this is something that the Council could do but noted that the applicant was not open to this idea because it limited them in layout and ability for the south parcel.

Mayor Lang stated that she appreciated the adjustments made by the applicant in the updated concept. She indicated that moving the building further west will help the residents.

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

Councilmember Nordfelt moved to approve Ordinance 23-42.

Councilmember Christensen seconded the motion.

Councilmember Harmon suggested a continuance.

Councilmember Fitisemanu stated that he doesn't believe a big, successful fast-food chain will make a bad business move/layout that would create a problem. He indicated he is not opposed to a continuance but asked what the Council would like to see the applicant bring back that would help them decide. Councilmember Harmon replied that a continuance could allow the developer time to consider different configurations. He noted that he agrees, it's in the best interest of the business to create a profitable and successful site layout, but added that he is just concerned about people traveling through the parking lot. Councilmember Huynh agreed and stated that backing in out of stalls could be an issue. Mayor Lang indicated that she believes people will quickly learn how to maneuver the location. She stated that she prefers to see the access on 2700 West to the South and noted that she has confidence that the developer and business owner to know what works best for their business and the location.

A roll call vote was taken:

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

Majority.

ACTION: ORDINANCE NO. 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)

The City Council previously held a public hearing regarding proposed Ordinance 23-43 that would 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).

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

Councilmember Nordfelt moved to approve Ordinance 23-43.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

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

Unanimous.

ACTION: RESOLUTION NO. 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

John Flores, HR Director, discussed proposed Resolution 23-161 that would 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.

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

> 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.

Upon inquiry by Mayor Lang there were no further questions from members of the

City Council, and he called for a motion.

Councilmember Fitisemanu moved to approve Resolution 23-43 subject to the updated concept plan and Development Agreement.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 23-170: APPROVE A BETTERMENT AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT)

John Flores, HR Director, proposed Resolution 23-170 that would approve a Betterment Agreement Between the City and the Utah Department of Transportation (UDOT).

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

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.

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 23-170

Councilmember Harmon seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 23-171: APPROVE A LOCAL AGENCY AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT)

John Flores, HR Director, presented proposed Resolution 23-171 that would approve a Local Agency Agreement Between the City and the Utah Department of Transportation (UDOT).

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

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.

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 23-171.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 23-172: APPROVE A LOCAL AGENCY COST ESTIMATE BETTERMENT AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION

John Flores, HR Director, presented proposed Resolution 23-172 that would approve a Local Agency Cost Estimate Betterment Agreement Between the City and the Utah Department of Transportation.

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

DRAFT

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.

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 approve Resolution 23-172.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

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

Unanimous.

CONSENT AGENDA

A. **RESOLUTION 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**

Mayor Lang discussed proposed Resolution 23-173 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 2700 South LLC for Property Located at 2720-2736 West Parkway Boulevard.

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

> 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.

B. **RESOLUTION 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**

Mayor Lang discussed proposed Resolution 23-174 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 Jacob and Elizabeth Bastian for Property Located at 3117 West 3650 South.

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

> 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.

C. **RESOLUTION 23-175: ACCEPT A WARRANTY FROM MARIA DUBON FOR PROPERTY LOCATED AT 4354 WEST 3500 SOUTH**

Mayor Lang discussed proposed Resolution 23-175 that would accept a Warranty from Maria Dubon for Property Located at 4354 West 3500 South

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

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.

D. **RESOLUTION 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**

Mayor Lang discussed proposed Resolution 23-176 that would 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

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

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.

E. **RESOLUTION 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**

Mayor Lang discussed proposed Resolution 23-177 that would 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.

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

> 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.

F. **RESOLUTION 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**

Mayor Lang discussed proposed Resolution 23-178 that would 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

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

> 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.

G. **RESOLUTION 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**

Mayor Lang discussed proposed Resolution 23-179 that would 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

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

> 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.

H. **RESOLUTION 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**

Mayor Lang discussed proposed Resolution 23-180 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 David B. Kenney for Property Located at 3658 South Granger Drive

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

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.

I. **RESOLUTION 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**

Mayor Lang discussed proposed Resolution 23-181 that would 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.

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

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.

J. **RESOLUTION 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**

Mayor Lang discussed proposed Resolution 23-181 that would 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.

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

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.

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 Nordfelt seconded the motion.

A roll call vote was taken:

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

Unanimous.

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 14, 2023 WAS ADJOURNED AT 7:28 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, November 14, 2023.

_____
Nichole Camac, CMC
City Recorder

DRAFT

Item #:	
Fiscal Impact:	$20,000
Funding Source:	Revenue
Account #:	10-0000-34380, 21-0000-37260
Budget Opening Required:	No

ISSUE:
West Valley City's park use fees have not been increased for many years and do not cover the cost of providing the spaces for rental purposes. As part of the City's consolidated fee schedule, these changes must be approved by City Council.

SYNOPSIS:
Park use fees have not been increased for 12+ years. Costs to provide facilities to renters have increased and we are no longer covering our hard cost associated with the facilities.

BACKGROUND:
Parks and Recreation staff have evaluated fees to cover costs and to be comparable to other similar facilities in the area. Fee changes help cover cost of personnel to clean, prepare, schedule and maintain the facilities listed below.

	current fees	proposed fees
Pavilion rental weekday(M-Th)	$40	$80/$100 (resident/non-resident)
Pavilion rental weekend(F-Sun)	$50	$100/$125 (resident/non-resident)
Park open space	$250/day	$400/day
Soccer field rental	$50/half day	$100/half day
Softball complex rental (4 fields)	$150/half day	$250/half day
Softball field prep	$30/field/prep	$65/field/prep
Field lights	$25/hr/field	$75/hr/field
Electrical power tower set up	$100/box	$200/box
Electrical power tower use	$10/day	$25/day

In addition, The Ridge and Stonebridge Golf Clubs wish to adjust the days and times which the reduced golf rates are offered as part of the Player Pass. As golf rounds have increased over the last few years, those with Player Passes are taking high demand times from those willing to pay regular golf rates. The proposal provides that weekend rates would now include Friday and that weekends and holidays would not have reduced rates after 1 PM

RECOMMENDATION:
City staff recommend the proposed changes to the pavilion and sports field rental fees as outlined above, effective immediately for the reservations for the 2024 season.

SUBMITTED BY:
Jamie Young, Parks and Recreation Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 11/15/2023

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTION 1-2-107 OF THE WEST VALLEY CITY MUNICIPAL CODE TO UPDATE CERTAIN PARKS AND RECREATION FEES.

WHEREAS, Title 1 of the West Valley City Municipal Code establishes a consolidated fee schedule setting forth the fees charged for various City services; and

WHEREAS, the City desires to amend certain fees relating to Parks Department facilities; 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 amend Section 1-2-107 of the West Valley City Municipal Code.

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

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

Section 2. Amendment. Section 1-2-107 of the West Valley City Municipal Code is hereby amended as follows:

1-2-107. PARKS AND RECREATION DEPARTMENT.

(1) Park User Fees:

a. Park Pavilion Rental – ~~$40~~ $80 for residents, $100 for nonresidents Monday – Thursday; ~~$50~~ $100 for residents, $125 for nonresidents Friday – Sunday

b. Park Open Space Use Fee (for festivals, circus, car shows) – ~~$250~~ 400per day

c. Soccer Field Rental – ~~$50/five-hour block; $15 per hour over five hours~~ $100 per half-day (before/after 2 PM)

d. Soccer Field Fee to Line Field and Goal Area – $100

e. Softball Field Rental – ~~$150/five-hour block; $40 per hour over five hours~~ $250 per half-day (before/after 2 PM)

f. Field Lights (per field) – $~~25~~75/hour or fraction of an hour

g. Softball/Baseball Field Prep

i. $~~30~~65/field each time to drag, mark, or rake

ii. $20/field for quick rake and re-mark

h. Electrical Power Boxes – $~~100~~ 200 set up fee/box

i. Electrical Power Box Rental – $~~10~~25/day

(2) Use of Maverik Center, per patron – $1/ticket.*

* Except for community events hosted or co-sponsored by the City

(3) Family Fitness Center:

a. Annual Membership Passes (West Valley City Residents):

i. Family (up to six) – $440 or $43.25/month

ii. Couple – $374 or $37.25/month

iii. Couple – Senior (60+) – $233 or $22.25/month

iv. Adult – $255 or $24.25/month

v. Adult – Senior (60+) – $173 or $16.25/month

vi. Student (12 – 17) – $207 or $20.25/month

vii. Youth (4 – 11) – $168 or $16.25/month

Military/Veterans – 10 percent discount

b. Annual Membership Passes (Nonresidents):

i. Family (up to six) – $490 or $47.25/month

ii. Couple – $424 or $41.25/month

iii. Couple – Senior (60+) – $251 or $24.25/month

iv. Adult – $305 or $28.25/month

v. Adult – Senior (60+) – $191 or $18.25/month

vi. Student (12 – 17) – $257 or $24.25/month

vii. Youth (4 – 11) – $218 or $20.25/month

Military/Veterans – 10 percent discount

c. Family Fitness Center Daily Admission Fees (West Valley City Residents):

i. Youth (4 – 11) – $3

ii. Student (12 – 17) – $5

iii. Adult – $6

iv. Senior (60+) – $4

Military/Veterans – 10 percent discount

d. Family Fitness Center Daily Admission Fees (Nonresidents):

i. Youth (4 – 11) – $5

ii. Student (12 – 17) – $6

iii. Adult – $7

iv. Senior (60+) – $5

Military/Veterans – 10 percent discount

e. *Repealed by Ord. 19-12.*

f. *Repealed by Ord. 19-12.*

g. Family Fitness Center Childcare Fees:

i. Per Child – $4/hour; Members: first hour free, $2 for each additional hour

ii. Kidz Kamp Program – $30/day; members receive a 15% discount

iii. Kindergarten Kamp – $17/day per child; members receive a 15% discount

iv. Afterschool Kamp – $12/day; members receive a 15% discount

(4) The Ridge Golf Club:

a. 9 holes:

i. Green fees – $16.50

ii. Power Carts – $8

iii. Power Carts Twilite (after 3:00 P.M. any day when Daylight Saving Time is in effect) – $13

iv. Pull carts – $3.50

v. Club rental – $10

vi. Premium Club rental – $20

b. 18 holes:

i. Green fees – $33

ii. Power Carts – $16

iii. Pull carts – $6

iv. Club rental – $15

v. Premium Club rental – $35

c. Military Rate for 9 holes – $10.50, for 18 holes – $21

d. Juniors (High School and College players), 9 holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – $8.50

e. Juniors (High School and College players), 18 holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – $16

f. Seniors, 9 holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – $11.50

g. Seniors, 18 holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – $23

h. Twilite (after 3:00 P.M. any day when Daylight Saving Time is in effect) – $23, does not include cart

i. Passes:

i. Players Pass (~~Monday – Friday~~ Thursday ~~anytime, weekends and holidays after 1:00 p.m.~~) – $249.95

ii. Players Pass 9/18 holes (Monday – ~~Friday~~ Thursday anytime~~, weekends and holidays after 1:00 P.M.~~) – $9

iii. Players Pass Cart 9/18 holes (Monday – ~~Friday~~ Thursday anytime~~, weekends and holidays after 1:00 P.M.~~) – $9

iv. Players Pass 18 holes (Fridays, weekends and holidays ~~before 1:00 P.M.~~, includes cart) – $32

v. Players Pass Guest 18 holes – $28

vi. Punch Pass 10 rounds of 9 holes – $115

j. Driving range:

i. Range balls, small bucket – $4.50

ii. Range balls, large bucket – $8

iii. Players Pass Small Bucket – $3.50

iv. Players Pass Large Bucket – $7

v. 10-Token driving range pass – $35

k. Tournaments:

i. Monday – Thursday, includes cart and merchandise – $65

ii. Friday – Sunday, includes cart and merchandise – $11,000 course rental for 18 holes, up to 144 players

(5) Stonebridge Golf Course:

a. 9 holes:

i. Green Fees – $16.50

ii. Power Carts – $8

iii. Power Carts Twilite (after 3:00 P.M. any day when Daylight Saving Time is in effect) – $13

iv. Pull Carts – $3.50

v. Club Rental – $10

vi. Premium Club Rental – $20

b. 18 holes:

i. Green Fees – $33

ii. Power Carts – $16

iii. Pull Carts – $6

iv. Club Rental – $15

v. Premium Club Rental – $35

c. Military Rate for 9 holes – $10.50; 18 holes – $21

d. Juniors (High School and College Players), 9 holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – $8.50

e. Juniors (High School and College Players), 18 holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – $16

f. Seniors, 9 holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – $11.50

g. Seniors, 18 holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – $23

h. Twilite (after 3:00 P.M. any day when Daylight Saving Time is in effect) – $23, does not include cart

i. Nonresident, 9 holes – $23, 18 holes – $46, and Twilite – $34

j. Passes:

i. Players Pass (~~Monday – Friday~~ Thursday ~~anytime, weekends and holidays after~~

~~1:00 p.m.~~) – $249.95

ii. Players Pass 9/18 holes (Monday – ~~Friday~~ Thursday anytime~~, weekends and holidays after 1:00 p.m.~~) – $9

iii. Players Pass 18 holes (Fridays, weekends and holidays ~~before 1:00 P.M.~~, includes cart) – $32

iv. Players Pass Cart 9/18 holes (Monday – ~~Friday~~ Thursday anytime~~, weekends and holidays after 1:00 p.m.~~) – $9

v. Players Pass Guest 18 holes – $28

vi. Punch Pass 10 rounds of 9 holes – $115 ($85 for Lake Park employees, must show Lake Park employee ID to purchase)

k. Driving Range:

i. Range Balls, small bucket – $4.50

ii. Range Balls, large bucket – $8

iii. Players Pass Small Bucket – $3.50

iv. Players Pass Large Bucket – $7

v. 10-Token driving range pass – $35 ($25 for Lake Park employees, must show Lake Park employee ID to purchase)

vi. Annual driving range pass – $275

l. Tournaments:

i. Monday – Thursday, includes cart and merchandise – $65

ii. Friday – Sunday, includes cart and merchandise – $11,000 for course rental for 18 holes, up to 144 players

iii. Friday – Sunday, includes cart and merchandise – $14,000 course rental for 27 holes, up to 220 players

(6) Golf Club/Course Temporary Fee Discounts:

The Parks and Recreation Director is authorized to implement temporary fee discounts to stimulate play and increase revenues. The Parks and Recreation Director shall notify the City Manager of any such discounts following the implementation or approval of any said discounts.

(7) Community and Recreational Services Fees:

The facilities of the Parks and Recreation Department provide various community and

recreational services and programs, including, but not limited to: classes, lessons, sports leagues, community programming, and special events, which are largely seasonal and subject to the availability of Departmental resources. The City Manager is authorized to approve fees for the foregoing community and recreational services; provided, that the fees are based on the costs associated with providing the services and programs and that the fees are consistent with the industry standards of similar facilities. The City Manager shall provide the City Council with an update of the approved fees annually or whenever there is a substantial fee increase or whenever an approved increase impacts a substantial number of residents.

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

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2023.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Item #:	
Fiscal Impact:	$1,527,610.75
Funding Source:	Park Impact Fees
Account #:	10-7680-40750-00000-0000
Budget Opening Required:	None

ISSUE:

Construct Sunset Hills Park. Cost = $1,527,610.75

SYNOPSIS:

The complete construction of Sunset Hills Park.

BACKGROUND:

Sunset Hills Park is located at 6420 South Oquirrh Mesa Drive. It is 3.09 acres of land that is currently a vacant lot which was acquired from two separate neighborhoods in 2009 and 2022. This project will construct a complete park, which will include: playground, pavilion, picnic tables, benches, walking path, exercise equipment, trees, shrubs, drinking fountain, and an open grass area. Through online surveys and public meetings, residents of the area have been involved in the project from the naming of the park to desired features.

Bids for construction were solicited and one bidder responded:

ACME Construction – $1,527,610.75

ACME was selected as the lowest responsible bidder. Construction will begin as soon as possible.

RECOMMENDATION:

Staff recommends approving the construction of Sunset Hills Park to ACME Construction for a total of $1,527,610.75.

SUBMITTED BY:

Jason Erekson, Assistant Parks and Recreation Director
Jamie Young, Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO ACME CONSTRUCTION FOR SUNSET HILLS PARK.

WHEREAS, West Valley City solicited bids in accordance with state law to construct Sunset Hills Park (the "Project"); and

WHEREAS, Acme Construction (hereinafter, "Contractor") submitted the lowest responsive and responsible bid; and

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

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

1. The contract to construct the Project is hereby awarded to Contractor in the amount of $1,527,610.75 with a total authorization not to exceed $1,527,610.75 for the Project, inclusive of change orders.

2. The Mayor is hereby authorized to execute, for and in behalf of West Valley City, any documents necessary to complete this transaction, subject to approval of the final form of the documents by the City Manager and the City Attorney's Office.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER



Sunset Hills Park

November 28, 2019

1'=60'

Item #:	
Fiscal Impact:	None
Funding Source:	NA
Account #:	NA
Budget Opening Required:	NA

ISSUE:

Interim City Manager and Asssistant City Manager appointments.

SYNOPSIS:

This resolution appoints John Evans as interim City Manager and John Flores as interim Assistant City Manager, effective upon the retirement of Wayne Pyle.

BACKGROUND:

The upcoming retirement of Wayne Pyle as City Manager will leave the position vacant. Pending the appointment of a permanent City Manager, John Evans and John Flores will serve as interim City Manager and Assistant City Manager, respectively. Mr. Evans and Mr. Flores are willing to serve in these positions until said appointment.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPOINTING AN INTERIM CITY MANAGER AND AN INTERIM ASSISTANT CITY MANAGER.

WHEREAS, in accordance with Section 10-3b-103 of the Utah Code, the City Council may appoint an interim City Manager, whose term expires upon the appointment of a permanent City Manager; and

WHEREAS, the City Manager's retirement will create a vacancy in the position; and

WHEREAS, pending the appointment of a permanent City Manager, the City Council desires to appoint an interim City Manager.

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

1) That John Evans is appointed as interim City Manager and John Flores is appointed as interim Assistant City Manager, effective upon the retirement of the current City Manager.
2) Evans' and Flores' terms shall expire upon the appointment of a permanent City Manager or upon termination by the City Council. At that time, Evans and Flores shall return to their position and salary prior to the passage of this resolution.
3) As an interim City Manager and interim Assistant City Manager, neither Evans nor Flores shall be entitled to the statutory six months' pay upon the expiration or termination of their terms as interim City Manager and interim Assistant City Manager.

PASSED, **APPROVED** and **MADE EFFECTIVE** this _____ day of _____, 20____.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

A resolution requesting recertification of the West Valley City Justice Court by the Utah Judicial Council and the Justice Courts Standards Committee.

SYNOPSIS:

The West Valley City Justice Court operates under the authority of the Utah Code and the rules of the Utah Judicial Council and is certified by the Utah Judicial Council and the Justice Courts Standards Committee. Every four years the Justice Court must be recertified by these entities to ensure that the Justice Court is operating in compliance with the applicable laws and regulations.

BACKGROUND:

The City was recently notified by the Administrative Office of the Courts that the West Valley City Justice Court is due for recertification. This Resolution affirms the City's willingness to continue to meet all necessary and reasonable requirements set forth by the Utah Code and the Utah Judicial Council for continued operation of the Justice Court for another four year term.

RECOMMENDATION:

The City Staff recommends approval of this Resolution.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION REQUESTING THE RECERTIFICATION OF THE WEST VALLEY CITY JUSTICE COURT BY THE UTAH JUDICIAL COUNCIL AND THE JUSTICE COURTS STANDARDS COMMITTEE.

WHEREAS, the provisions of section 78A-7-103, Utah Code Annotated 1953, as amended, require that Justice Courts be recertified at the end of each four-year term; and

WHEREAS, the term of the present Court shall expire on 31st day of January 2024; and

WHEREAS, the City's Justice Court has demonstrated efficient and professional judicial services since its inception and such services should be continued; and

WHEREAS, the City Council has received an opinion letter from J. Eric Bunderson, City Attorney, which sets forth the requirements for the operation of a Justice Court and the feasibility of continuing to maintain the same; and

WHEREAS, the City is willing to meet all requirements for the recertification of the Justice Court and to continue to do so during the period of certification; 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 continue to provide for a Justice Court;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City hereby requests recertification of the West Valley City Justice Court by the Justice Court Standards Committee and the Utah Judicial Council.

BE IT FURTHER RESOLVED by the City Council of West Valley City, Utah, that the City affirms its willingness to continue to meet all necessary and reasonable requirements set forth by the Utah Judicial Council for continued operation of the West Valley City Justice Court for the next four-year term, except as to any requirements that may be waived by the Utah Judicial Council.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

November 1, 2023

Karen Lang
Mayor

Wayne T. Pyle
City Manager

Re: Written Opinion Regarding Justice Court Requirements and Feasibility for Recertification

In conjunction with the City's Justice Court recertification application, the Utah Judicial Council requires that the City Attorney's Office prepare a written opinion. This opinion is required by the Justice Court Standards Committee and the Administrative Office of the Courts and is intended to advise the City Council of all requirements for the operation of the justice court and the feasibility of maintaining the court.

A. **Requirements**

The Utah Code and Utah Judicial Council have set requirements for the operation of justice courts. The requirements of the Utah Code may not be waived, while the Utah Judicial Council may in their discretion waive certain of their requirements.

The Utah Code requires the following standards to be met:

1. All official court business shall be conducted in a courtroom or an office located in a public facility which is conducive and appropriate to the administration of justice (U.C.A. § 78A-7-213).

2. Each court shall be open and judicial business shall be transacted every day as provided by law, although the judge is not required to be present during all hours that the court is open (U.C.A. § 78A-7-213).

3. The hours that the court will be open shall be posted conspicuously at the court and in local public buildings (U.C.A. § 78A-7-213).

4. The judge and the clerk of the court shall attend the court at regularly scheduled times (U.C.A. § 78A-7-213).

5. The entity creating the Justice Court (West Valley City) shall provide and compensate a judge and clerical personnel to conduct the business of the court (U.C.A. § 78A-7-206 and § 78A-7-207).

6. The entity creating the Justice Court shall assume the expenses of travel, meals, and lodging for the judge of that court to attend required judicial education and training (U.C.A. § 78A-7-205).

7. The entity creating the Justice Court shall assume the cost of travel and training expenses of clerical personnel at training sessions conducted by the Judicial Council (U.C.A. § 78A-7-103).

8. The entity creating the Justice Court shall provide a sufficient staff of public prosecutors to attend the court and perform the duties of prosecution (U.C.A. § 78A-7-103).

9. The entity creating the Justice Court shall provide adequate funding for attorneys to represent the indigent as required by law (U.C.A. § 78A-7-103).

10. The entity creating the court shall provide sufficient local law enforcement officers to attend court when required and provide security for the court (U.C.A. § 78A-7-103).

11. Witnesses and jury fees as required by law shall be paid by the entity which creates the court (U.C.A. § 10-7-76 and § 17-50-319).

12. Any fine, surcharge, or assessment which is payable to the State shall be forwarded to the State as required by law (U.C.A. § 78A-7-120 & 121).

13. Every entity creating a Justice Court shall pay the judge of that court a fixed compensation within the range provided by statute (U.C.A. § 78A-7-206).

14. Court shall be held within the jurisdiction of the court, except as provided by law (U.C.A. § 78A-7-212).

15. The entity creating the court shall provide and keep current for the court a copy of the Utah Code, the Utah Court Rules Annotated, the justice court manual published by the state court administrator, the county, city, or town ordinances as appropriate, and other legal reference materials as determined necessary by the judge (U.C.A. § 78A-7-103).

16. All required reports and audits shall be filed as required by law or by rule of the Judicial Council (U.C.A. § 78A-7-215)

17. All Justice Courts shall use a common case management system and disposition reporting system as specified by the Judicial Council (U.C.A. § 78A-7-213).

In addition to these requirements, U.C.A. § 78A-7-103 directs the Judicial Council to promulgate minimum requirements for the creation and certification of Justice Courts. Pursuant to that statute, the Judicial Council has adopted these requirements:

1. A clerk shall be available for at least one hour each day that the court is required to be open and during court hearings, as required by the judge. These hours shall be posted on the court's website.

2. The judge shall be available to conduct court business as needed, performing all duties required and exercising ultimate responsibility for the administration of justice as an independent branch of government.

3. All court hearings shall be conducted in a designated courtroom, including remote transmission, as permitted by the Judicial Council, or in another location authorized by the Presiding Judge.

4. The minimum furnishings for a courtroom shall include: a desk and chair for the judge (on a riser at least six inches above the well), a desk and chair for the court clerk, chairs for witnesses, separate tables and appropriate chairs for plaintiffs and defendants, a Utah State flag, a United States flag, a separate area and chairs for at least four jurors, a separate area with appropriate seating for the public, an appropriate room for jury deliberations, and an appropriate area or room for victims and witnesses, which is separate from the public, as well as a judicial robe, a gavel, and necessary forms and supplies.

5. Office space for the judge and clerk shall be appropriate. (Under certain circumstances this space may be shared, but if shared, the judge and clerk must have priority to use the space whenever needed.) The office space shall include a desk for the judge and desk for the clerk, secure filing cabinets for the judge and the clerk, a telephone for the judge and a telephone for the clerk, appropriate office supplies to conduct court business, a cash register or secured cash box for each clerk performing cashiering duties, a computer with word processing software, and access to a scanner and copy machine.

6. The court shall provide interpreters as required by Rule 3-306.04 of the Code of Judicial Administration.

7. The court shall have at least one peace officer (which may be contracted.)

8. A current court security plan shall be submitted for approval as required by Rule 3-414 of the Code of Judicial Administration.

9. Each court shall have at least one computer with access to the internet, and appropriate software and security/encryption technology to allow for electronic reporting and access to the Driver License Division and the Bureau of Criminal Identification, as defined by the reporting and retrieval standards promulgated by the Department of Safety.

10. Each court shall report required case disposition information to the DLD, BCI, and the Administrative Office of the Courts electronically, as described in Section 9 above.

11. Clerks' education hours shall be reported to the Administrative Office of the Courts on an annual basis.

12. The appointment of the clerk(s) assigned to serve the court shall be subject to the judge's approval, who may participate in the interview and personnel evaluation process for the clerk(s) at his or her discretion.

13. Court staff shall be certified as contemplated by Rule 3-303 of the Code of Judicial Administration.

14. Any interlocal agreement relating to court operations, as amended to date, shall be provided to the Justice Court Administrator.

15. The court shall accept credit and debit cards through a system that integrates with CORIS.

16. The court shall have access to UCJIS.

17. An audio recording system shall maintain a digital recording of all court proceedings.

    a. For Class and Class II justice courts, the system must:

        i. Be a stand-alone unit that records and audibly plays back the recording;
        ii. Index, back-up and archive the recording and enable the record to be retrieved; and
        iii. Have at least four recording channels;
        iv. Have a one step "on" and "off" recording function;
        v. Have a conference monitoring of recorded audio;
        vi. Have external record archiving from the unit with local access; and
        vii. Be capable of being integrated with the courts public address system.

18. Because the West Valley City Justice Court is a Class I Justice Court averaging over 500 filings per month, additional requirements apply. In addition to the base requirements, a Class I court must have a full-time judge, at least three full-time

clerks, at last one of whom is available during regular business hours, it must have a courtroom which is dedicated for the exclusive use as a court and meets the master plan guideline adopted by the Judicial Council, and the judge's chambers and clerk's offices cannot be shared by another entity.

B. **Opinion**

Based on our review, West Valley City has complied with or exceeded each requirement imposed by statute and by the Judicial Council. West Valley City has the ability to continue to meet these requirements in the future in a feasible and sustainable manner. It is my opinion that the West Valley City Justice Court is operating in compliance with all applicable statutes and regulations. It is also my opinion that the West Valley City Justice Court is eligible for recertification by the Judicial Council. In my opinion, there are no impediments to the City continuing to operate the court in compliance with all applicable laws and regulations for the benefit of the citizens of West Valley City.

Sincerely,

J Eric Bunderson

J. Eric Bunderson
City Attorney

cc: Tom Huynh, City Council
Scott Harmon, City Council
William Whetstone, City Council
Jake Fitisemanu, City Council
Don Christensen, City Council
Lars Nordfelt, City Council

COURT CERTIFICATION AFFIDAVIT

Justice Court: West Valley City

Judge: Brendan P. McCullagh

Address: 3636 S. Constitution Blvd.

West Valley City, Ut 84119

Telephone: 801-963-3590

Court's Website: wvc-ut.gov/317/Justice-Court

Level of Court (Circle one): (II) III IV

Average Case Filings Per Month: FY21-23:1721

Daily Court Hours: M-Th 8-6; F 9-5

Number of Full-time Clerks: 19
Hours Worked Per Week Per Clerk: 40

Number of Part-time Clerks: _____
Hours Worked Per Week Per Clerk: _____

This form is divided into two parts. Section I contains those requirements that are statutory and cannot be waived. Section II contains minimum requirements established by the Judicial Council, and those requirements may be waived pursuant to the procedure set forth in the Instructions to Applicant included with this Application for Recertification.

- -

Comes now Judge Brendan P. McCullagh,

Justice Court Judge for West Valley City Justice Court,

and, except as specifically noted below, certifies as follows:

SECTION I

THE FOLLOWING ITEMS ARE STATUTORY AND CANNOT BE WAIVED. CERTIFICATION WILL NOT BE GRANTED UNLESS EACH REQUIREMENT IS MET.

Please indicate **Yes or No** to each of the following:

1. All official court business is conducted in a public facility. Yes

2. Court is open daily. Yes

3. The hours of court operation are posted conspicuously. Yes

4. The judge and the clerk attend court at regularly scheduled times based on the level of the court. Yes

5. The judge is compensated at a fixed rate, within the statutory range. Yes

6. The responsible governmental entity provides and compensates sufficient clerical personnel necessary to conduct the business of the court. Yes

7. The responsible governmental entity assumes the expenses of the travel of the judge for purposes of required judicial education. Yes

8. The responsible governmental entity assumes the expenses of the travel of each clerk for the purposes of attending training sessions conducted by the Judicial Council. Yes

9. The responsible governmental entity provides the Court with:

   a. Sufficient prosecutorial support Yes

   b. Funding for attorneys for indigent defendants, as appropriate Yes

   c. Sufficient local law enforcement officers to attend court as provided by statute Yes

   d. Security for the court as provided by statute Yes

   e. Witness and juror fees Yes

   f. Appropriate copies of the Utah Code, the Justice Court Manual, state laws affecting local governments, local ordinances and other necessary legal reference materials Yes

10. Fines, surcharges and assessments which are payable to the state are forwarded as required by law. Yes

11. Court is held within the jurisdiction of the court, except as provided by law (78A-7-212).
Yes

12. All required reports and audits are filed as required by law or Rule of the Judicial Council.
Yes

13. A record of all court proceedings is maintained by an appropriate digital recording system.
Yes

SECTION II

Section II contains minimum requirements established by the Judicial Council, and those requirements may be waived or an extension granted pursuant to the procedure set forth in the Instructions to Applicant included with this Application for Recertification.

Please indicate **YES or NO** to each of the following:

1. A clerk is available each day to conduct court business, including hearings as required by the judge, for the number of hours required for the classification of the court. Yes

2. Hours during which a clerk is available are posted on the court's website. Yes

3. The judge is available to conduct court business as needed. Yes

4. The judge performs all duties required and exercises ultimate responsibility for the administration of justice as an independent branch of government. Yes

5. All court hearings are conducted in a designated courtroom, by remote transmission, or in another location authorized by the Presiding Judge. Yes

3. Minimum furnishings in the courtroom include:

   a. Desk and chair for the judge Yes

   b. A six-inch riser Yes

   c. Desk and chair for the court clerk Yes

   d. Chairs for witnesses Yes

   e. Separate tables and appropriate chairs for plaintiffs and defendants Yes

   f. A new Utah State flag that will be on display no later than March 9, 2024 Yes

   g. A United States flag Yes

   h. A separate area and chairs for at least four jurors Yes

   i. A separate area with appropriate seating for the public Yes

   j. An appropriate room for jury deliberations Yes

   k. An appropriate area or room for victims and witnesses which is separate from the public Yes

   l. A judicial robe Yes

m. A gavel Yes

p. Necessary forms and supplies Yes

q. Office space for the judge Yes

r. Office space for the court clerk Yes

s. Secure filing cabinets Yes

t. Appropriate office supplies Yes

u. A cash register or secured cash box for each clerk performing cashiering duties Yes

v. At least one computer with word processing software and internet access Yes

w. Access to a scanner and copy machine Yes

4. The court shall provide interpreters as required by Rule 3-306.04 of the Code of Judicial Administration. Yes

5. Does the applicant have a law enforcement department? Yes

6. If the applicant does not have a law enforcement department, identify the law enforcement agency which will provide law enforcement services for the applicant:_____

7. A court security plan has been submitted for approval as required by Rule 3-414 of the Code of Judicial Administration. Yes

8. The court electronically reports to the Driver License Division, the Bureau of Criminal Identification and the Administrative Office of the Courts as required. Yes

9. Clerks' education hours shall be reported to the Administrative Office of the Courts on an annual basis. Yes

10. The appointment of the clerk(s) assigned to serve the court are subject to the judge's approval, who may participate in the interview and personnel evaluation process for the clerk(s) at his or her discretion. Yes

11. Court staff are current with all certification requirements required by the Board of Justice Court Judges from the month after starting with the court through September 30, 2023. Yes

12. Any interlocal agreement relating to court operations shall be submitted to the Administrative Office of the Court with the city's application for recertification. N/A

13. The court accepts credit and debit cards through a system that integrates with CORIS. Yes

14. The court has access to UCJIS. Yes

15. An audio recording system that complies with the description below maintains a digital recording of all court proceedings. Yes

For Class I and Class II justice courts, the system must:

- Be a stand-alone unit that records and audibly plays back the recording;
- Index, back-up and archive the recording and enable the record to be retrieved;
- Have at least four recording channels;
- Have a one-step "on" and "off" recording function;
- Have conference monitoring of recorded audio;
- Have external record archiving from the unit with local access; and
- Be capable of being integrated with the court's public address system.

For Class III and Class IV justice courts, the system must, at a minimum:

- Be a stand-alone unit that records and audibly plays back the recording;
- Index, back up and archive the recording and enable the record to be retrieved; and
- Have at least two recording channels.

16. If the court is a **Class I** court:

a. Judge is employed on a full-time basis Yes

b. Dedicated courtroom which meets the master plan guidelines adopted by the Judicial Council yes

c. Court has a jury deliberation room Yes

d. Judge's chambers, clerk's office, and courtroom are in the same building Yes

e. Judge has his or her own private chambers Yes

f. Clerk's office is separate from any other entity Yes

g. Court is open during normal business hours Yes

17. If the court is a **Class II** court:

a. Court is open (check one)

____ 201-300 average monthly filings: at least 4 hours/day
____ 301-400 average monthly filings: at least 5 hours/day
____ 401-500 average monthly filings: at least 6 hours/day

b. Trial calendar is set at least weekly ____

c. Courtroom configuration is permanent ____

d. Courtroom, judge's chambers, and clerk's office are within the same building ___

e. Judge has his or her own private chambers ____

18. If the court is a **Class III** court:

a. Trial calendar is set at least twice per month ____

b. Court is opened (check one):

____ 61-150 average monthly filings: at least 2 hours/day
____ 151-200 average monthly filings: at least 3 hours/day

19. If the court is a **Class IV** court:

a. Trial calendar is set at least monthly ____

b. Court is open at least 1 hour per day ____

20. **If you have responded with a "no" to any item in Section II above, you must request a waiver or extension below and justify that request.** If waiver or extension of any requirement is requested, please specify each requirement and indicate factors which demonstrate a need for the waiver or extension. For any requested extension, please include the requested extension period. (To receive a waiver or extension of any requirement, the information requested in this section must be provided. Remember that statutory requirements cannot be waived or extended).

_____
_____
_____
_____
_____
_____
_____

I am familiar with the minimum operational standards for this court, and except as noted above, those standards are currently met or exceeded. During the current term of the court, I have met with the appropriate governing body of the city to review the budget of the court, review compliance with the minimum requirements and operational standards, and discuss other items of common concern.

DATED this 8th day of November, 2023.

Justice Court Judge

I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

Executed on this 8th day of November, 2023.

Item: _____
Fiscal Impact: $0
Funding Source: NA
Account #: NA

Budget Opening Required: ☒

ISSUE:

Approval of a memorandum of understanding with the State of Utah's Cyber Center.

SYNOPSIS:

The State has Purchased licensing for SentinelOne and other security tools for agencies, including City and county Governments, School Districts, and Universities. By participating in the State and Local Cybersecurity Grant Program, West Valley City can use licenses for specific security software.

BACKGROUND:

It is time for the City to replace its anti-virus/endpoint security software. SentinelOne has more features and will better secure our desktops and laptops. This agreement will also allow us to use other security tools the State purchased.

RECOMMENDATION:

The city staff recommends approval of the Resolution.

SUBMITTED BY:

Ken Cushing, IT Division Head
J. Eric Bunderson, Director, Office of Justice and Technology

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN WEST VALLEY CITY AND THE UTAH CYBER CENTER.

WHEREAS, the Utah Cyber Center ("UCC") operates a program offering certain cybersecurity services; and

WHEREAS, the City desires to participate in said program; and

WHEREAS, UCC is willing to allow the City to participate in said program, contingent upon execution of an appropriate agreement; and

WHEREAS, a Memorandum of Understanding (the "Agreement") is attached hereto and has been prepared by and between the City and UCC to set forth the terms of the program and conditions for participation; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the citizens of the City to approve said 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 for and in 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

State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Government Operations
Division of Technology Services

MARVIN DODGE
Executive Director, DGO

ALAN FULLER
Chief Information Officer, DTS

PHILIP BATES
Director, Utah Cyber Center - CISO, DTS

UCC-SLCGP-001

MEMORANDUM OF UNDERSTANDING BETWEEN THE UTAH CYBER CENTER AND

FROM: UTAH CYBER CENTER

TO:

SUBJECT: Participation in the State and Local Cybersecurity Grant Program Statewide Projects

Representatives from the State of Utah, City and County Governments, School Districts, Universities, and critical infrastructure, who together form the Utah Cybersecurity Commission, collaborated to develop a State of Utah Cybersecurity Plan that outlines specific goals and objectives related to cybersecurity in Utah. These goals and objectives focus on improving the sharing of information critical to cybersecurity operations, providing access to cybersecurity resources and education, developing a whole-of-state approach to cybersecurity, mitigating risks associated with cyber attacks, enhancing preparedness, and improving the ability to respond to incidents.

The complexity and prevalence of today's cybersecurity threats highlight the need for State and Local governments to work together to accomplish the goals and objectives of the plan. As we continue to develop cybersecurity capabilities, we must remain dedicated to improving the resilience of Utah governments, across jurisdictional boundaries, assisting each other as we grow. This Memorandum serves to outline specific interactions between the Utah Cyber Center and Local Government Entities in relation to the Statewide Projects established in the plan.

Section 1: Purpose

The purpose of the State of Utah Cybersecurity Plan is to:

- Improve the sharing of information critical to cybersecurity operations
- Provide access to cybersecurity resources and education
- Develop a whole-of-state approach to cybersecurity
- Mitigate risks associated with cyber attacks
- Enhance preparedness
- Improve the ability to respond to incidents

The Plan accomplishes these purposes by providing tools and resources to local governments that may be too expensive to procure on their own through use of funds from the State and Local Cyber Security Grant Program. This MOU outlines how the tools and resources will be implemented, what responsibilities both the LGE and UCC will bear, and how these parties should interact in the execution of these projects.

Section 2: Scope

The scope of this MOU for the State of Utah Cybersecurity Plan Statewide Projects includes the Utah State Government (as represented by the Utah Cyber Center), as well as _____.

Section 3: Definitions

As used in this MOU:

- **"Global Administrator"** means administrative users that have access to administer across all accounts.
- **"KB4"** means KnowBe4
- **"Local Government" or "LGE" (Local Government Entity)** means the same as that term is defined in 42 U.S. Code § 5122(8).
- **"MDR"** means Managed Detection and Response
- **"Project 1" or "MDR Project"** means the MDR for LGE's project as outlined in the State of Utah Cybersecurity Plan.
- **"Project 2" or "Vulnerability Management Project"** means the Vulnerability Management project as outlined in the State of Utah Cybersecurity Plan.
- **"Project 3" or "Security Professional Training"** means the Security Training Course project as outlined in the State of Utah Cybersecurity Plan.
- **"Project 4" or "Security Awareness Training Program"** means the Security Awareness Training as outlined in the State of Utah Cybersecurity Plan.
- **"S1"** means SentinelOne
- **"Saved Query"** means the S1 console feature called Saved Query that can be used to create custom threat hunting queries that can be executed against all previously recorded endpoint telemetry. This is an unlimited resource.

- **“SOP”** means Standard Operating Procedure
- **“STAR Rules”** means the S1 console feature called STAR rules that are used to create custom threat hunting queries that are run against all endpoint telemetry, including incoming data. This is a limited resource.
- **“The Plan”** means the State of Utah Cybersecurity Plan that was created for the State and Local Cybersecurity Grant Program (SLCGP)
- **“UCC”** means the Utah Cyber Center as defined in Utah Code 63A-16-510.

Section 4: Project Details

Project 1 - MDR Project

Participation in this project places no financial or contractual obligation, beyond what is defined in this MOU, on the LGE. This service is being provided to LGEs at no cost for the project period of 10/31/2023 through 12/31/2027. This MOU and MDR service will automatically terminate at the end of that period (12/31/2027). Should the LGE wish to discontinue use of this MDR and terminate the MOU sooner than the defined end date of the project, the authorizing official of the LGE will need to notify the UCC in writing no later than three weeks prior to termination.

S1 console data, including endpoint telemetry will be stored in an S1 cloud-hosted environment, operating in AWS U.S. West. Each LGE will have their own account that is visible only to their staff, Global Administrators, and S1 Staff. Each LGE can build and configure their account however best suits their needs. LGEs will have full administrative rights to their accounts.

UCC staff will be the only entity assigned Global Administrator access. UCC will not perform any actions inside of a LGE account without the LGE expressly requesting the action be taken. UCC, in cooperation with S1, will provide support and guidance on best practices. The UCC will maintain and administer the vendor contract for this project.

For a full list of S1 privacy terms and conditions please visit https://www.sentinelone.com/legal/

MDR Project: Policy

This project will provide LGE’s with access to the SentinelOne Endpoint Protection Platform with the following capabilities:

- Singularity Complete - Endpoint Detection & Response (EDR)
    - 90-Day Retention of all EDR data
- Managed Detection & Response (MDR)
- Singularity Ranger Insights - Vulnerability Management
- 24/7/365 Technical Support
- Technical Account Manager (TAM)
- Limited access to Digital Forensics and Incident Response (DFIR)

The LGE can utilize this resource after they have been onboarded and approved for deployment by the UCC team, and continuing throughout the project period. The MDR Project should be used continuously after deployment as a primary Endpoint Protection solution. The S1 platform can only be deployed to devices that are owned and operated by the LGE.

The Vigilance MDR service will provide the LGE with a team of expert analysts from S1 who will monitor your endpoints and respond to alerts 24/7. This team will take various prevention and remediation actions on the LGE endpoints, in coordination with, and as defined by the LGE.

MDR Onboarding SOP

Onboarding will generally follow this predefined process:

- Phase 1: Initial contact related to the MDR project between the UCC and the LGE
    - An introductory meeting between UCC and the LGE is arranged
        - This meeting will outline the project details and provide the LGE with instructions on how to perform a limited deployment
- Phase 2: MOU and other details are collected
    - LGE returns a signed copy of this MOU to UCC
    - LGE completes an onboarding survey
    - LGE provides escalation contact information to S1
- Phase 3: During this phase, the LGE will perform a limited deployment allowing for the discovery of interoperability issues and to perform fine tuning of the environment
    - A follow up meeting between UCC, the LGE, and S1 will take place after adequate testing has been performed
        - This meeting will serve as a check in point to review the test deployment progress, policies, interoperability exclusions, deployment of sensors, and other best practices, specifically LGEs should never disable Agent Anti Tamper.
- Phase 4: Full deployment
    - LGE will continue to deploy sensors across the entire environment.

SOP for requesting use the S1 DFIR Retainer

In the event of a cybersecurity incident indicating the need for the use of Digital Forensics and Incident Response (DFIR) capabilities from S1, the LGE can initiate a DFIR initial evaluation request by contacting DFIR@sentinelone.com. The State contract includes a limited yearly bucket of available DFIR hours. Due to the limited nature of the DFIR retainer, these services should only be engaged when dealing with a serious incident. After the initial triage is complete the LGE, DFIR team, and UCC will coordinate in order to determine the necessity of continuing the expenditure of the retainer hours.

Prior to an LGE engaging the DFIR team and expending the retainer, the LGE is strongly encouraged to contact their Cybersecurity Insurance provider, if they have one, to inquire about similar services that will be funded through their plan. LGE's should contact their insurance providers before an incident to better understand the resources available to them. LGE's can purchase their own block of DFIR hours directly from S1 if desired.

SOP for acquiring additional, non-grant funded capabilities

S1 has agreed to allow LGE's to purchase additional capabilities that are available in the S1 platform directly, including DFIR retainer hours. UCC will not fund any capabilities beyond what has been described. All additional services must be paid for and contracted between the LGE and the vendor directly.

Technical Support SOP

Technical support is available 24x7x365. All support issues should be raised by first creating a ticket through the web portal or by calling the support number listed below.

https://sentinelone.zendesk.com/
Phone Support: 1-855-868-3733

Issue Severity levels are defined as follows:

- Severity 1 - Critical Business Impact, affecting critical Business Unit or site-wide issue.
    - Ex. Solution is inoperative, intermittently operative, unavailable or significantly impaired. Compromise of system operability with multiple system failures, compromise of data integrity, or loss or corruption of data, complete failure of the system.
- Severity 2 - High Business Impact; Multiple machines affected via a critical service degradation.
- Severity 3 - Business is impacted, but your organization can function properly.
- Severity 4 - No Business impact, low priority issue or request for a feature.

For Severity 1 events, LGE's are encouraged to contact the Technical Account Manager for support in escalating the ticket, after ticket creation.

Escalations SOP

The Escalations process will be determined between the LGE and the S1 team during the onboarding process. This will include providing escalation contacts to S1. It is the responsibility of the LGE to maintain this contact list. It is expected that this list will be continually maintained and updated as appropriate, without undue delay.

The UCC SOC will serve as an emergency backup point of contact for your organization at your request, in the event that your team is unable to be contacted during an escalation event. In the event of an escalation call reaching the UCC SOC, the SOC will continue efforts to contact your organization using out of band channels, possibly including through emergency dispatch services. Please select an option from the list below by checking and initialing the appropriate section.

☐ _____ I **would like** the UCC SOC to act as an emergency back up contact for S1 Vigilance escalations.

☐ _____ I **decline** the offer to have the UCC SOC act as an emergency back up escalation contact for my organization.

Threat Hunting SOP

UCC will periodically perform threat hunting using IOCs from a multitude of sources. The UCC will be performing these activities across the entire S1 environment. If a correlation between an IOC and your environment is found, UCC will contact you with details. Any IOCs generated during threat hunting will have any identifying information removed, so they can be shared with the wider cybersecurity audience as appropriate.

STAR Rules are a limited resource and are intended to be used for global threat hunting. LGEs should leverage Saved Queries for threat hunting within individual LGE accounts. Should an LGE desire that a STAR rule be created, this can be requested by contacting the UCC. This will afford increased protection to all participating LGEs.

MDR Project: User Procedure Requirements and Maintenance

By signing this agreement each participating LGE agrees to deploy and maintain the MDR platform within their environment and follow any SOPs outlined in this MOU. Agent deployment and maintenance, user accounts and role assignments, and administrative console maintenance are the responsibility of the LGE. S1 support staff and UCC staff are available to assist and provide best practices for this process. In the event that console access is lost and the LGE has no administrator access, this can be restored by working with the UCC to establish new accounts.

The purpose of these procedure requirements is to ensure LGEs' systems are being effectively protected by the MDR service and that the product is being leveraged to its fullest potential.

MDR Project: Oversight

Oversight of the MDR Project is administered through the UCC, which is directed by the Utah State Chief Information Security Officer (CISO). The UCC oversees the use and/or licensing of the MDR Project services and will enforce all requirements of this MOU. Each LGE participating in the use of the MDR Project is required to provide a representative, through whom the UCC will coordinate provisioning of the service. Any issues affecting policy, recommendation, and/or subsequent change that alter the purpose of the MDR Project will be implemented at the discretion of the UCC.

Project 2 - Vulnerability Management Project

This project will utilize the same agent installed from the MDR project to help identify and prioritize an LGE's most critical applications and operating systems vulnerabilities for both workstations and servers. Participation in this project is included in the MDR Project.

Project 3 - Security Professional Training

This project will provide LGE's with access to instructor-led training geared towards those with an Information Technology background. The UCC will determine what courses are offered, taking into consideration input from LGEs. The UCC will communicate these opportunities to the LGE via Email. The training will increase participants' knowledge on security topics and allow for them to use and apply to their organization to help them secure their environment. Project 3 will be funded initially through State and Local Cybersecurity Grant Program (SLCGP) funds with a period of performance lasting from 10/31/2023 through 12/31/2027. The UCC will maintain and administer the vendor contracts for this project.

LGE's IT personnel should participate in this training to help increase their cybersecurity knowledge and apply it to their own organization's environment to help improve the security posture of the organization. Should the offered training include an opportunity to test and become certified, it is expected that the participant will schedule and take the exam.

Participation in these trainings is limited. The UCC will use multiple factors to determine which applicants are selected for the training. These factors will include: timeliness of the application, position and role of the applicant at the LGE, previous experience of the applicant, and number of applicants from the same LGE.

Requirements for necessary equipment will be communicated when an applicant is selected for participation in the training program. Training formats may be offered virtually or in-person at select locations. Locations will be communicated upon training announcements. The UCC will not provide funds to cover any travel, accommodations, or equipment required for participation.

If an applicant is selected for the training program but is unable to attend, the UCC staff must be notified. If insufficient time is given to find a replacement for the participant, the LGE may be held at a lower priority when being considered for future training opportunities.

Project 4 - Security Awareness Training Program

Participation in this program places no financial or contractual obligation, beyond what is defined in this MOU, on the LGE. This service is being provided at no cost for the project period of 10/01/2023 through 10/05/2027. This MOU and Security Awareness service will automatically terminate at the end of that period (10/05/2027). Should the LGE wish to discontinue use of this Security Awareness Training Program and terminate the MOU sooner than the defined end date of the project, the authorizing official of the LGE will need to notify the UCC in writing three weeks prior to termination.

Each LGE will have their own account that is visible only to their staff and UCC Global Administrators. Each LGE can build and configure their program however best suits their needs. LGEs will have full administrative rights to their accounts.

UCC staff will be the only entity assigned Global Administrator access. UCC will not perform any actions inside of a LGE account without the LGE expressly requesting the action be taken. UCC, in cooperation with KB4, will provide support and guidance on best practices. The UCC will maintain and administer the vendor contract for this program.

Security Awareness Training Program: Policy

This project will provide LGE's with access to the KB4 Security Awareness Training Platform with the following capabilities:

- Security Awareness Training
    - Platinum Subscription level with Compliance Plus Add-On
- Phishing Campaigns
- USB Security Test
- Generate and Schedule Reports

The LGE can use this resource after they have been onboarded and approved for deployment by the UCC team, and continuing throughout the project period. The Security Awareness Training Program should be used periodically throughout the year, as each LGE sees fit, to train and provide awareness to their employees on cybersecurity topics. Phishing campaigns should also be conducted in this same manner to provide employees with real world examples of this common type of attack while teaching them how to be aware and defend against it.

Security Awareness Training Program Onboarding SOP

- LGE contacts UCC
- LGE signs and returns MOU
- UCC creates account for LGE and provides initial administrator access
    - LGE operates and manages their own environment going forward throughout the project period

SOP for acquiring additional, non-grant funded capabilities

Add-ons, upgrades, and additional capabilities beyond what is provided in the policy above are not available in the KB4 platform.

Technical Support SOP

Technical support issues should be addressed by first consulting the KB4 knowledge base.If you can't find the information you need in KB4's knowledge base or you need assistance using their products, you can contact KB4's support team by submitting a support request through the web portal or by calling the number below.

Knowledge Base: https://support.knowbe4.com/hc/en-us
Submit a request: https://support.knowbe4.com/hc/en-us/requests/new
Phone Support: +1 855-815-9494, available weekdays from 4am - 7pm

UCC Security Message Campaign

The UCC Security Message will be distributed periodically throughout the year and include a short message promoting cybersecurity awareness. The message will be sent to all users of participating LGEs.

☐ _____ **I would like to participate in the UCC's Security Message campaigns**.

Should your LGE decide to discontinue participation in this service simply contact the UCC at cybercenter@utah.gov to cancel.

UCC Email Phishing Campaign

The UCC Email Phishing Campaign will be conducted periodically throughout the year and provide a method of testing user awareness. The UCC will coordinate with the LGE administrators in advance so they are aware of the upcoming campaign. The phishing emails will be sent to all users of participating LGEs.

☐ _____ **I would like to participate in the UCC's Email Phishing campaigns**.

Should your LGE decide to discontinue participation in this service simply contact the UCC at cybercenter@utah.gov to cancel.

Security Awareness Training Program: User Procedure Requirements and Maintenance

LGEs are responsible for provisioning their user accounts in the KB4 system. Technical support provided by KB4 is available to assist with user integration issues. User accounts, role assignments, and administrative console maintenance are the responsibility of the LGE. Training and phishing campaigns are performed and managed by the LGE except for the UCC Security Message Campaign and the UCC Email Phishing Campaign outlined above. In the event that console access is lost and the LGE has no administrator access, this can be restored by working with the UCC to establish new accounts.

Security Awareness Training Program: Oversight

Oversight of the Security Awareness Training Program is administered through the UCC, which is directed by the Utah State CISO. The UCC oversees the use and/or licensing of the KB4 platform services and will enforce all requirements of this MOU. Each LGE participating in the use of the Security Awareness Training Program is required to provide a representative, through whom the UCC will coordinate provisioning of the service. Any issues affecting policy, recommendation, and/or subsequent change that alter the purpose of the Security Awareness Training Program will be implemented at the discretion of the UCC.

Section 5: Responsibility for Compliance

Failure to operate within the bounds outlined within this MOU, or actions taken by the LGE that are determined to be detrimental to the project's success could result in the LGE being removed from participation in any of the statewide projects.

The state is not responsible for damages or disruptions to services that result from actions taken by LGE's within their environment.

Section 6: Updates to the MOU

The UCC has the authority to update and modify this MOU for any of the current projects or to add future projects. In the event that a proposed change or additional statewide project is added which alters the capability or changes the purpose of the statewide projects, a new signature page verifying the understanding of changes will be required. As the MOU is updated, a new copy will be made available to the participating LGEs.

Section 7: Signatures & Agreements

The State of Utah Cybersecurity Planning Committee created a statewide cybersecurity plan which outlined specific cybersecurity initiatives, programs, and objectives aimed at improving local government cyber maturity. It contains projects targeted at remediating deficiencies identified through multiple assessments and audit efforts. These projects will be funded through the use of SLCGP funds and will provide services for 4 years.
The projects are:

Project Name	Project Description
Managed Detection and Response Project	Provide licenses for a whole-of-state implementation of a managed detection and response (MDR) solution.
Vulnerability Management	Provide licenses for a whole-of-state implementation of a vulnerability management solution.
Security Professional Training	Organize and provide access to professional cybersecurity training.
Security Awareness Training Program	Provide access to a security awareness training platform for government employees.

I understand that by participating in any of these statewide programs I am consenting to the State of Utah retaining and using grant funds, awarded through the SLCGP in order to provide our organization with cybersecurity hardware, software, and/or services in lieu of direct funds, for the listed projects.

By signing this document I attest that I am either the authorizing official, or have been designated by the authorizing official of our organization to enter this agreement.

West Valley City wishes to participate in the following projects and agrees to the terms of this MOU:

- ☐ Project 1: Managed Detection and Response Project and Project 2: Vulnerability Management
- ☐ Project 3: Security Professional Training
- ☐ Project 4: Security Awareness Training Program

Date	Print Name
Signatory's Title	Signature

Fields below this line are to be filled out by the Utah Cyber Center. Do not edit these fields.

The Utah Cyber Center agrees to the terms of this MOU, and will fulfill the responsibilities outlined within this agreement.

Date	Print Name
Signatory's Title	Signature

Item #:	
Fiscal Impact:	
Funding Source:	
Account #:	
Budget Opening Required:	NO

ISSUE:

Entering into a Multijurisdictional Mutual Aid Agreement with other fire departments to provide mutual aid to one another.

SYNOPSIS:

The resources of multiple jurisdictions are often required to respond to emergency events or other urgent needs. This agreements establishes the terms on which each agency agrees to assist the others. The signing agencies intend by this Agreement to commit to assist each other whenever possible, while allowing each agency the sole discretion to determine when its resources cannot be spared for assisting other agencies.

BACKGROUND:

The City has participated in similar mutual aid agreements for many years. These agreements have been invaluable in establishing clear guidelines to follow as agencies assist one another.

RECOMMENDATION:

Approve the Agreement.

SUBMITTED BY:

John Evans
Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MUTUAL AID AGREEMENT FOR EMERGENCY FIRE AND MEDICAL SERVICES.

WHEREAS, in the event of an emergency, the City may need assistance from other fire agencies; and

WHEREAS, the City has significant fire and medical resources and can assist other local fire agencies when necessary; and

WHEREAS, a Multi-Jurisdictional Automatic Aid, Mutual Aid, Fire, Training, Emergency Medical, and Other Services Agreement (the "Agreement") has been prepared by and between the City and several other agencies in order to ensure that other agencies can assist the City and that the City can assist other agencies when public health, safety, and welfare requires such assistance, and to establish the terms and conditions of such assistance; 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.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Mayor and City Manager are authorized to execute the Agreement for and on behalf of the City, subject to final approval of the 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

MULTI-JURISDICTIONAL AUTOMATIC AID, MUTUAL AID,
FIRE, TRAINING, EMERGENCY MEDICAL, AND
OTHER SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of the __ day of _____, 20__, by and among City of Bluffdale, Draper City, Lehi City, Lone Peak Fire District, Murray City, North Tooele Fire District, Salt Lake City Corporation, City of Saratoga Springs, City of South Salt Lake, City of South Jordan, Sandy City, West Jordan City, West Valley City, the Unified Fire Authority, Park City Fire District, Wasatch County Fire District, and South Davis Metro Fire Service Area (collectively referred to as the "Parties" or individually as a "Party").

RECITALS

A. Each Party has or is a fire department or fire district with equipment and personnel trained to provide fire protection, emergency medical services, and other services typically provided by fire departments.

B. Each Party desires to cooperate with and assist the others in times of emergency and in incidents requiring emergency medical response and to facilitate the training of personnel to increase the overall readiness in the entire geographic area.

C. The Parties wish to benefit all Parties and their constituents by entering into an Agreement that sets forth procedures regarding automatic aid, mutual aid, use of training facilities, rapid fire suppression, hazardous materials response, heavy rescue, special enforcement (such as investigations, bomb squad, canine, etc.), special operations, and emergency medical services. The provision of these services is likely to take place both within and outside the normal geographical jurisdictional limits of each Party.

D. The Parties also want to expand their training opportunities by training jointly with one or more Parties or by offering or accepting the use of one or more Parties' training facilities or instructors.

E. The Parties intend by this Agreement to assist each other whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared for assisting other Parties.

F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party except that it will be considered a replacement for the Multi-Jurisdictional Mutual Aid Fire and Emergency Medical Services Agreement dated June 1, 2018.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for automatic and mutual aid and by authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complimentary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing fire protection within a Party's own geographic area of jurisdiction. In instances where the use of automatic or mutual aid becomes excessive, the Fire Chiefs will investigate ways to overcome the burden.

2. CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. SERVICE AREA. The area to be served by this Agreement includes the collective service area of the Parties. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of aid beyond its boundaries, and any aid provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. RESPONSE. The Parties will each provide their available personnel and equipment to assist any other Party when dispatched pursuant to automatic aid or upon request by any other Party pursuant to mutual aid, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. Except as provided in Section 15 below, no Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.

    a. Automatic Aid: Automatic aid responses will be based upon the immediate operational capacity in the receiving jurisdiction and need to respond with the nearest available resources, and will generally be dispatched as a matter of routine by applicable dispatch centers or public safety answering points (PSAPs). The responding Party will provide personnel and equipment, to the extent that such personnel and equipment are reasonably available, in the responding Party's sole discretion, based upon established practices which include dispatching protocols that are set forth and informally agreed upon by each individual Party. Automatic aid will typically be provided at no cost to the requesting Party. However, if the incident involving automatic aid is one in which cost recovery from a third party is available, pursuant to federal, State, or local law, such as hazardous materials release, the Party in whose jurisdiction the incident occurs may, in its sole discretion, invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response.

b. Mutual Aid: Requests for mutual aid will typically be made at the Command level from one Party's fire department or district to another for specific resources to deal with major incidents. Mutual aid will (absent special circumstances agreed upon at the time) be provided by responding parties without cost for the initial operational period of 12 hours. The reimbursement of costs for mutual aid beyond this initial operational period will be subject to and based upon an agreement between the requesting Party and responding Party established at the time of the request, a previously established agreement for cost allocation and/or reimbursement, or a responding Party may bill the receiving Party within 60 days of the end of the incident and the Parties will then determine the appropriate cost reimbursement. If the incident involving mutual aid is one in which cost recovery from a third party is available, such as hazardous materials release, the Party in whose jurisdiction the incident occurs may, in its sole discretion, invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response. Nothing in this provision will preclude or supersede existing mechanisms for the provision of personnel and equipment for major incidents in programs such as fee-based wildland protection resources, FEMA Urban Search & Rescue, State Urban Search & Rescue, EMAC, or others. Deployments pursuant to those programs will operate under the rules and requirements of those programs and not the mutual aid provisions of this Agreement. Temporary positioning and utilization of resources from one Party in another Party's jurisdiction to account for a lack of resources in that area due to the normally available assets being committed to an incident (often referred to as "move-ups") will be considered mutual aid under this Agreement. Mutual aid shall only be provided within the boundaries of the Requesting Party and shall not be provided to cover areas outside the boundaries of the Requesting Party even if the Requesting Party has an agreement to provide service to another party who is not signatory to this Agreement.

c. Incident Management Team ("IMT"). A Party may request personnel for the establishment and staffing of an IMT for major or long-term incidents. Each Party agrees to use its best efforts to staff a request for an IMT by a Party using appropriate and qualified subject-matter experts based on the nature of the incident and the scope of the request. Providing staff for an IMT will be at the discretion of each Party. Staffing of an IMT will be at no cost to the receiving Party for the first 96 hours of the existence of the IMT. After such time, the requesting Party must establish a reimbursement arrangement with each responding Party for the continued staffing of the IMT. Each Party reserves the right to withdraw personnel from the IMT if they are needed for its own operations but should attempt to avoid disruption or adverse effects on the functioning of the IMT. Except as otherwise provided for in this subparagraph, personnel participating in such an IMT will be treated the same

as operational personnel providing automatic or mutual aid as set forth in this Agreement.

5. INCIDENT COMMAND.

a. Automatic Aid: The fire department or district that first arrives to handle the initial response will assume Incident Command and will retain such command until relieved by an appropriate officer of the fire department or district within whose jurisdiction the situation is located; thereafter, the appropriate relieving officer shall assume Incident Command. If the incident commander determines that there is still a need for additional assistance from the fire departments or districts of other Parties to this Agreement, the same dispatching procedure shall be used. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such automatic aid.

b. Mutual Aid: The requesting Party's fire department or district will initiate and maintain incident command consistent with ICS protocols. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such mutual aid.

6. TRANSPORT FEES. Consistent with Utah Administrative Rule 426-8-2(3)(e), or successor provision, if a Party who is also a licensed ground ambulance provider (the "Transporting Party") transports a patient to a hospital and another Party's paramedic rides onboard the ambulance and provides advanced life support ("ALS"), the Transporting Party may bill the transported patient at the Paramedic Ground Ambulance transport rate. The Parties may make separate agreements amongst themselves regarding the necessity and manner of payments between them for the provision of ALS transport personnel or the reimbursement or distribution of any funds received from third parties pursuant to this Paragraph.

7. TRAINING. If a Party to this Agreement (the "Offering Party") provides other Parties to this Agreement (collectively the "Participating Parties") with opportunities to participate in training exercises or to otherwise make use of the Offering Party's training facilities, instructors, or other training resources (the "Training Opportunity"); then each Participating Party shall assume full responsibility for its respective agents, officials, or employees (collectively the "Trainees") who participate in the Training Opportunity, as well as any additional equipment the Participating Party brings to the Training Opportunity, and shall indemnify, defend, and hold the Offering Party harmless from any and all damages or claims for damages that arise out of its or its Trainees' participation in the Training Opportunity. This duty to indemnify, defend and hold the Offering Party harmless includes costs or expenses in law or equity, including attorney's fees.

8. EQUIPMENT. From time to time a Party may agree to lend equipment or an apparatus to another Party for its temporary use (not to exceed six months without further agreement). The borrowing Party will be responsible for the maintenance of and repair of damage to the equipment or apparatus while in its possession or use. Such obligation will not apply to major repairs that would ordinarily result from long-term use of the equipment or apparatus unless such damage is specifically attributable to the use or misuse by the borrowing Party. The borrowing Party will be responsible for maintaining sufficient property damage and liability coverage on all borrowed vehicles or apparatuses and its use of them will be subject to the indemnification provisions provided for in this Agreement.

9. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when the absence of fire or emergency medical personnel and/or equipment, in the sole discretion of the responding Party, will not jeopardize the fire or emergency medical services in the jurisdiction of the responding Party.

10. INSURANCE. Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

11. RESPONDERS RELEASED WHEN NOT REQUIRED OR NEEDED ELSEWHERE. Personnel and equipment from a responding Party will be released by the incident commander when the services of the responding Party are no longer required or upon notification that the personnel and equipment of the responding Party are needed within its own jurisdictional area.

12. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this agreement are considered within their current scope of employment with each Party.

13. INDEMNIFICATION. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under

the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

14. EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA. The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity (where he/she is a member of Party's fire department and on duty while that department is rendering services outside its jurisdictional limits pursuant to this Agreement) will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act. Each such death or injury shall be considered to have occurred in the line of duty.

15. NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED. This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

16. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered the date when two or more of the Parties each execute this Agreement and that date shall be entered above in the preamble.. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

17. ADDITIONAL PARTIES. Approval of the governing bodies of the current parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own fire department, or any fire district, or other governmental entity, may become a Party to this Agreement. An entity wishing to become a Party must make a formal request, in writing, to become a Party by sending such request to the Fire Chief of each Party. If no Fire Chief objects, in writing sent to the requesting entity (and circulated to the other Parties), within sixty (60) days of the request, the entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement. If any Fire Chief objects, a majority of current Parties, by and through their respective fire chiefs, may agree to accept the requesting entity as a Party to this Agreement, subject to approval by the requesting entity's governing body and execution of this Agreement.

18. LAWS OF UTAH. It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be located in the Third Judicial District, State of Utah

19. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.

20. THIRD-PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

21. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

22. NON ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

23. NOTICES. Except for "dispatching services" all notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit A, their respective contact information, and such contact information will be applicable until modified in writing.

24. EXECUTION. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit "A". Upon such execution of the Agreement, each Party will provide all other Parties with an original execution page.

25. ENTIRE AGREEMENT; NO WAIVER. Except for other agreements as specifically provided for in this Agreement, this Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

26. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signature pages attached after this page]

MULTI-JURISDICTIONAL MUTUAL AID,
FIRE, AND EMERGENCY MEDICAL SERVICES
AGREEMENT

EXHIBIT “A”

SALT LAKE CITY CORPORATION

Agreed this ___ day of _____, 20__ for Salt Lake City Corporation

SALT LAKE CITY CORPORATION

By: Erin Mendenhall
Salt Lake City Mayor

ATTEST AND COUNTERSIGN:

_____ _____
City Recorder Recordation Date

APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SALT LAKE CITY CORPORATION:
_____
_____
_____
_____
_____

UNIFIED FIRE AUTHORITY

Agreed this ___ day of _____, 20__ for Unified Fire Authority.

UNIFIED FIRE AUTHORITY

By: Dominic Burchett
Fire Chief

APPROVED AS TO FORM

_____
Date:
Brian F. Roberts
Chief Legal Officer

CONTACT INFORMATION FOR UNIFIED FIRE AUTHORITY

Unified Fire Authority
3380 South 900 West
Salt Lake City, UT 84119
(801) 743-7200

WEST VALLEY CITY

Agreed this ___ day of _____, 20__ for _____.

By: Karen Lang
Its: Mayor

ATTEST:

_____
City Recorder

APPROVED AS TO FORM

Brandon Hill
_____
Date: 11/15/2023
Attorney: Brandon Hill

CONTACT INFORMATION FOR _____.

_____
_____
_____
_____

Fiscal Impact:	$2,000,000
Funding Source:	General Fund – Fund Balance
Account #:	45-9610-40750-75293-0000
Budget Opening Required:	Yes

ISSUE:
UDOT Betterment Agreement – Bangerter Highway at 4700 South

SYNOPSIS:
A betterment agreement to build Bangerter Highway under 4700 South

BACKGROUND:
Construction associated with the Bangerter Highway interchange at 4700 South is currently under way. During the project environmental clearance process, the City Council requested of UDOT that the interchange be built with Bangerter Highway passing underneath 4700 South, which comes at a significant higher cost. The City has made verbal commitments to participate financially in the betterment. UDOT indicates that the cost difference to take Bangerter under 4700 South is approximately $14,000,000 and is asking the City for participation in the amount of $2,000,000.

In addition to the betterment payment, a condition of the betterment is that 4700 South through-traffic at Bangerter will be closed for approximately 12-months.

Construction activities currently taking place for the Jordan Valley aqueduct relocation are anticipated to last through spring 2024. Construction of the interchange will begin spring 2024 and last through fall 2025.

RECOMMENDATION:
Execute the Betterment Agreement and authorize a budget opening of $2,000,000

SUBMITTED BY:
Daniel Johnson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A BETTERMENT AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO BANGERTER HIGHWAY.

WHEREAS, the Utah Department of Transportation ("UDOT") is performing certain right-of-way construction on Bangerter Highway; and

WHEREAS, the City desires for said improvements to be constructed under 4700 South and is willing to financially participate in the additional cost; 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 Lump Sum 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 **Lump Sum** **Betterment Agreement**	Betterment Description: Construct Grade Separated Highway going under 4700 South instead of over. Local Agency: West Valley City	Lump Sum Cost for Betterment $2,000,000.00
PIN: 20414 FINET/CID: 74310	Project Number: S-0154(249)17 Project Name: Bangerter Highway @ 4700 South Location: 4700 South and Bangerter Highway	Agreement Number Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **Utah Department of Transportation**, ("**UDOT**"), and **Riverton 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 lump sums and that the Local Agency will only be responsible for paying the lump sum costs associated with these betterment work items.

Description of Betterment Work: Per attached Exhibit A

1. City to pay differential cost increase associated with constructing Bangerter Highway under 4700 South.

Item No.	Description	Lump Sum Cost
1	Construct Underpass	$2,000,000.00
Total Local Agency Betterment Work		**$2,000,000.00**

$2,000,000.00 of the cost of the betterment work shall be advanced / deposited with UDOT no later than December 15,2023. The Local Agency shall deposit the stated amount with UDOT's Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.

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.

Local Agency			Utah Department of Transportation		
By		Date	By		Date
City Manager			Project Director		
By		Date	By		Date
Title/Signature of additional official, if required			Region Director		
By		Date	By		Date
Title/Signature of additional official, if required			Comptroller's Office		

Approved as to form 11/15/2023

Brandon Hill

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

Date: October 16, 2023

To: Dan Johnson, West Valley City – Public Works Director

From: Marwan Farah, UDOT - Bangerter Highway Project Director

Subject: Project No.: S-0154(249)17 – Bangerter Highway @ 4700 South
Subject: 4700 South and Bangerter Highway Interchange

UDOT is preparing to design and construct a highway project identified as Project Number S-0154(249)17 (Project). This Project includes the construction of a grade separated interchange with Bangerter Highway going either over or under 4700 South, as shown in the State Environmental Study (SES). It's worth noting that 4700 South boundaries fall under the City of Taylorsville and West Valley City. The purpose of this Memorandum of Understanding is to document verbal agreements made between the Utah Department of Transportation (UDOT) and West Valley City (CITY), and to identify terms for a forthcoming betterment/cooperative agreement. The CITY has requested that UDOT construct the grade separated interchange with Bangerter Highway going under 4700 South. A grade separated interchange which runs under 4700 South results in a differential cost of about $14,000,000. UDOT and CITY mutually agreed for CITY to contribute $2,000,000.00 to help offset the cost to UDOT. Further CITY agreed to look for opportunities in good faith to help offset the additional costs to UDOT. As UDOT continues to move forward with the design plans for this project, UDOT and CITY will agree that:

- CITY will pay the differential cost increase associated with constructing Bangerter Highway under 4700 South. The CITY's portion of the differential cost for this change is $ 2,000,000.00. This amount shall be advanced/deposited with UDOT by the date specified in a forthcoming agreement (anticipated to be December 15, 2023).

- CITY will agree to allow UDOT to close the east/west traffic movements of 4700 South access, for approximately 12 months (as indicated in the final SES), for the construction of the new interchange.

- CITY will agree to the maintenance responsibility of the detention pond, located along Orleans way (shown in Exhibit – A). UDOT will continue to own the property(s) where the pond is located. Additionally, per the CITY request, CITY agrees to pay for the low-flow (under-drain) system located within the detention pond. The low-flow system amount will be handled in the forthcoming betterment/cooperative agreement.

If you have any additional questions, please feel free to email, mfarah@utah.gov.

UTAH DEPARTMENT OF TRANSPORTATION

By Marwan Farah
Marwan Farah

Title Project Director
Bangerter Highway Project Director

Date: Nov 9, 2023

WEST VALLEY CITY

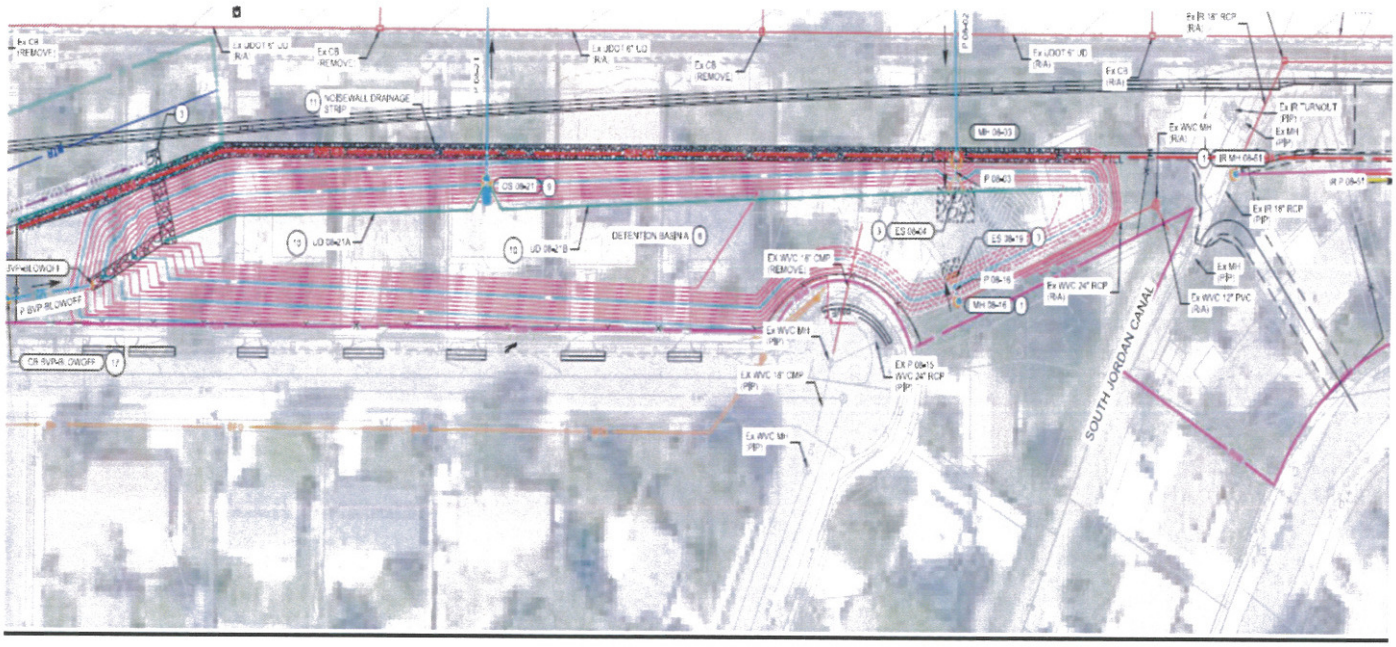
By
Daniel Johnson

Title Public Works Director
West Valley City Public Works Director

Date: 9 Nov 2023

EXHBIT – A

Detention Basin A
Along Orleans Way – 3760 West



Item:
Fiscal Impact: $0
Funding Source: N/A
Account No: N/A

Budget Opening Required: No

ISSUE:
A resolution authorizing the execution of a Lease Agreement to Occupy Right of Way with Salt Lake City

SYNOPSIS:
A lease agreement with Salt Lake City to install storm drain infrastructure within Salt Lake City right of way.

BACKGROUND:
In an effort to reduce the risk of flooding to several business in the northwest corner of the city, the City Council authorized the award of a construction contract to Cody Ekker Construction in August to reroute a drainage ditch near 7200 West and 2100 South. Most of the rerouted ditch is within Salt Lake City (SLC) right of way requiring the execution of a Lease Agreement to Occupy Right of Way.

SLC agreed to the proposed ditch alignment and provided a letter of acceptance in late August to enable a permit to be issued and work to begin while the lease agreement was being drafted. The agreement is now ready to be executed. The majority of the construction activities are now complete, and the project should reach substantial completion by the middle of November.

RECOMMENDATION:
Execute the lease agreement.

SUBMITTED BY:
Coby Wilson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH SALT LAKE CITY FOR STORM WATER IMPROVEMENTS.

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

WHEREAS, West Valley City desires to install certain improvements on property owned by Salt Lake City; and

WHEREAS, Salt Lake City is willing to grant access, subject to the execution of an appropriate interlocal agreement; and

WHEREAS, an agreement has been prepared for execution by and between the City and Salt Lake City, a copy of which is attached hereto and entitled "Lease Agreement to Occupy Right of Way" (hereinafter, the "Agreement"), that set forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

LEASE AGREEMENT TO OCCUPY RIGHT OF WAY
(Commercial Property)

THIS LEASE AGREEMENT TO OCCUPY RIGHT OF WAY (this "**Agreement**") is made and entered into as of the date this Agreement is recorded by the Salt Lake City Recorder's Office ("**Effective Date**") by and between SALT LAKE CITY CORPORATION, a Utah municipal corporation ("**City**") and the Lessee listed in Section 1 below.

A. Lessee owns the real property right of way ("**Lessee Property**"), which is adjacent to the real property right of way owned by the City (the "**City Property**").

B. Lessee desires to encroach on a portion of the City Property (the "**Encroached Premises**"), as depicted on Exhibit A attached hereto and incorporated herein, by installing the Improvements on the Encroached Premises.

C. City agrees to allow Lessee to install such Improvements on the Encroached Premises on the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following:

1. **Definitions**.

"Lessee"	West Valley City, a Utah municipal corporation
"Lessee Property"	Right of way adjacent to the City Property under 2100 South and along the east side of the 7200 West ROW in West Valley City, UT as shown on Exhibit A
"Improvements"	Drainage ditch totaling approximately 10,000 square feet, as shown on Exhibit A
"Lease Fee"	$0

2. **Lease.** City hereby leases to Lessee, and Lessee hereby leases from City, the Encroached Premises for the Improvements as described herein. Lessee accepts the Encroached Premises "as-is." City has made no representation or warranty with respect to the condition of the Encroached Premises or fitness for a particular purpose, including title matters or the presence of odors or sounds inconsistent with use of the Encroached Premises.

3. **Term.** The term of this Agreement is for 10 years commencing on the Effective Date (the "**Initial Term**"), unless earlier terminated under this Agreement. Lessee shall have the option to renew this Agreement, on the terms and conditions hereof, for two consecutive periods of 10 years each (each a "**Renewal Term**"), if (a) there are no uncured defaults under this Agreement, and (b) City approves the renewal. To request a renewal, Lessee notify City in writing of its intention to renew not more than 90 days and not less than 30 days before the expiration of the then current term. The Initial Term and Renewal Term may be collectively referred to as the "**Term**".

4. **Lease Fee**. The City has determined that the Improvements are a betterment in that they enhance the value of the City Property, are generally available for public use, provide a public service on the property, or are a beautification project that furthers specific goals and objectives

set forth in the City's strategic plan, master plans, or other official documents. Accordingly, there is no Lease Fee.

5. **Installation and Maintenance of the Improvements**. Prior to doing any work on the Encroached Premises, Lessee shall submit all plans and specifications to City for approval and Lessee shall make any revisions required by City. Lessee shall obtain all permits required and shall comply with all applicable local and state laws, codes and regulations. Lessee may not make any other change to the Encroached Premises except for installation of the Improvements as shown on Exhibit A. All work by Lessee shall be done at Lessee's sole cost and expense. Lessee shall maintain, repair and replace the Improvements to keep them in good condition.

6. **Repair and Restoration of the Encroached Premises.** Lessee shall repair any damage to or disturbance of the surface or subsurface of the Encroached Premises or other right-of-way damaged or disturbed in connection with the installation, maintenance, repair, removal, or replacement of the Improvements or use of the Encroached Premises and shall restore such surface to a condition similar to or better than its condition prior to the disturbance or damage at Lessee's sole cost and expense.

7. **Non-exclusive Use**. This Agreement and the rights created herein are not exclusive. City reserves the right to use the Encroached Premises for any purpose not inconsistent with Lessee's use. Lessee's use of the Encroached Premises is subject to all existing and future rights of all public utilities located in, over, or under the Encroached Premises and access rights for maintaining, altering, repairing, rerouting, removing, or replacing the same. City shall not be liable to Lessee for any loss of use or damage to the Improvements.

8. **Insurance**. Lessee, at its own expense, shall secure and maintain during the term of this Agreement all insurance coverage required by state and local law. Lessee shall also comply with the following minimum insurance coverage:

(a) Commercial general liability ("**CGL**") insurance with the City as an additional insured, in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy or a CGL insurance and an excess insurance policy. The policy shall protect City, Lessee, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Lessee's operations under this Agreement whether performed by Lessee itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations and the acts of independent contractors. If this Agreement is renewed, the Lessee shall secure insurance coverage at the levels of coverage required by City that at the time of such renewal.

(b) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the City.

(c) All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either currently rated A- or better by A.M. Best Company or listed

in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

(d) Lessee shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and annually thereafter.

(e) Lessee shall provide notice to City of any change in coverage prior to such change and shall deliver to City evidence of any new or substitute coverage.

9. **Termination**.

(a) City may terminate this Agreement by providing prior written notice to Lessee at least 30 days before the termination date for (i) Lessee's discontinued use of the Encroached Premises for at least 60 consecutive days, (ii) after removal of the existing building or the Improvements on the Encroached Premises, or (iii) upon a reasonable determination by City that the public health, safety, or welfare requires such termination. Following such termination, Lessee shall restore the Encroached Premises as required above. Lessee agrees the City shall not be liable for any loss, cost, expense or inconvenience suffered by the Lessee because of such termination or required restoration.

(b) Lessee may terminate this Agreement upon cessation of use of the Encroached Premises by providing prior written notice to City at least 30 days before the termination date. Following such termination, Lessee shall restore the Encroached Premises as required above. Lessee agrees the City shall not be liable for any loss, cost, expense or inconvenience suffered by the Lessee because of such termination or required restoration.

10. **Removal of Improvements**. After expiration or earlier termination of the Term, Lessee shall, at Lessee's sole expense and when requested in writing by City and within the time limits given by City, remove the Improvements installed by Lessee on, over, or under the Encroached Premises. If required to remove the Improvements, Lessee shall repair and restore the Encroached Premises as described above. If, after receiving notice from the City, Lessee fails to timely remove its Improvements and restore the Encroached Premises as required, then City shall have the right, but not the obligation to remove Lessee's Improvements at Lessee' s cost. In such event, Lessee shall pay to City all costs, including attorneys' fees and costs of collection, incurred by City in removing the Improvements and restoring the Encroached Premises.

11. **Indemnification**. Lessee shall indemnify, save harmless, and defend City, its agents and employees, from and against all claims, liens, mechanic's liens losses, demands, damages, actions, costs, expenses, and charges of any and every kind, including attorney fees, arising out of or by reason of Lessee's use of the Encroached Area or any activities conducted thereon by Lessee, its agents, employees, invitees, or trespassers. Lessee's duty to defend City shall exist regardless of whether City or Lessee may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Lessee, and Lessee is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Lessee shall pay City's reasonable costs, expenses, and attorneys' fees incurred in proving such indemnification, defending itself, or enforcing this provision. Lessee shall not be liable for losses or damages resulting from the City's sole negligence. This Section shall survive expiration or earlier termination of this Agreement.

12. **Default and Remedies**.

(a) It will be an "**Event of Default**" if Lessee, by act or omission, breaches or violates

any of the terms, covenants, representations or warranties contained herein or fails to perform any obligation contained herein. If an Event of Default is not cured (a) for a payment Event of Default within 30 days from the Due Date, or (b) for any other Event of Default within 30 days of City delivering to Lessee written notice of such default, such Event of Default shall, without further notice, become an "**Uncured Event of Default**", which shall entitle City to exercise the remedies provided for herein.

(b) Upon an Uncured Event of Default, City shall have the right to terminate this Agreement, require Lessee to remove the Improvements from the Encroached Premises, and exercise any other rights and remedies available at law or in equity. Lessee shall pay to City all costs, including attorneys' fees and costs of collection, incurred by City in enforcing any of the terms or conditions hereof. This provision shall survive expiration or earlier termination of this Agreement.

13. **Notice**. Notices required or permitted to be given pursuant to this Agreement may be personally served or may be served by email, certified mail, return receipt requested, or by reputable overnight delivery service, to the following addresses:

City:	Salt Lake City Corporation Real Estate Services 451 South State Street, Room 425 P.O. Box 145460 Salt Lake City, Utah 84114-5460 Email: real_estate@slcgov.com
Lessee:	See the notice address on the signature page

14. **Miscellaneous**. This Agreement shall run with the Lessee Property and shall be binding upon the heirs, executors, administrators, and assigns of the Lessee. This Agreement cannot be amended except in writing signed by both parties. This Agreement may be assigned by Lessee with City's prior written approval, which may be given, conditioned, or delayed in City's discretion. In the event of any dispute over the terms and conditions of this Agreement, this Agreement shall be governed by the laws of the State of Utah.

15. **Recordation of Memorandum**. The parties agree that City may record a memorandum of this Agreement against the Lessee's title in the Official Records of the Salt Lake County Recorder's Office. Such memorandum will be terminated upon expiration or earlier termination of this Agreement.

16. **Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees**. Lessee represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter

2.44, Salt Lake City Code.

IN WITNESS WHEREOF, Lessee and City have executed this Agreement as of the Effective Date.

CITY:

SALT LAKE CITY CORPORATION, a Utah municipal corporation

By _____
Name: Blake Thomas
Title: Director of Community and Neighborhoods

ATTEST:

Salt Lake City Recorder's Office

_____
City Recorder

APPROVED AS TO FORM:

Salt Lake City Attorney's Office

By_____
Name: _____
Title: Senior City Attorney

LESSEE:

WEST VALLEY CITY, a Utah municipal corporation

By _____
Name: _____
Title: _____

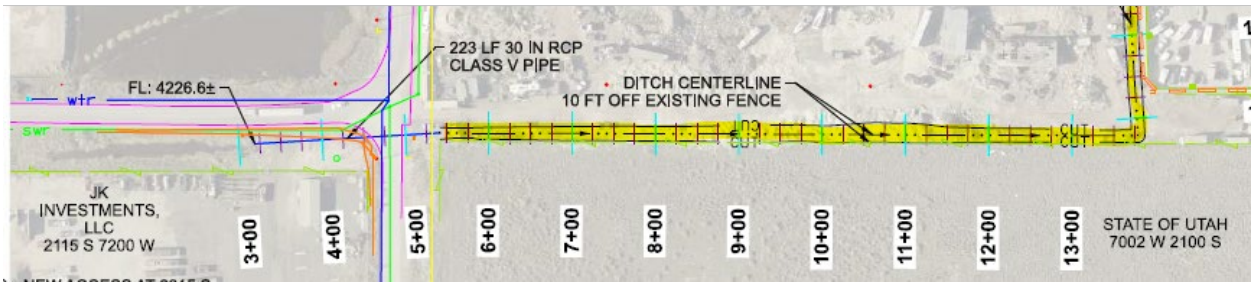
Notice address:

West Valley City
Jeff Ray
3600 S Constitution Blvd, Suite 250
West Valley City, UT 84119
Phone: 801.955.3602
Email: Jeff.ray@wvc-ut.gov

Approved as to form 11/15/2023
Brandon Hill

EXHIBIT A

DEPICTION OF ENCROACHED PREMISES



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

ISSUE:

PUD-2-2023 – Mountain View Micro Flex PUD

SYNOPSIS:

Applicant: Shivam Shah
Proposal: Final Plat Approval
Location: 5718 West 3500 South
Zone: LI

BACKGROUND:

Shivam Shah, is requesting final approval for the Mountain View Micro Flex PUD. The proposed application will convert interior office/warehouse spaces into 59 individual commercial condominium units. The building is presently under construction.

The existing parcel is 5.3 acres in size. City staff approved a permitted use application for this project in December 2022. As part of that review, all aspects of development including site plan review, landscaping and commercial design standards were reviewed and approved.

The proposed application is to create condominium units as opposed to individual suites or office/warehouse spaces originally approved by the City. The numbers of condominium units is equal to those approved by the permitted use application. Unit sizes range from 820 square feet to 2,560 square feet. As mentioned previously, these spaces can be used for a variety of businesses commensurate with the LI zone.

Commercial and Industrial condominiums are not uncommon. According to the applicant, there are a variety of benefits associated with doing a commercial condominium project. For the property owner, it is primarily the ability to sell units as opposed to leasing them. For business owners it is the ability to predict occupancy costs without having to renegotiate their lease every few years. There is also a sense of pride in ownership that can help keep the entire project viable because of the interest each owner has in wanting the overall project to succeed. For these reasons, the applicant is proposing the condominium concept.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

PUD-2-2023 – Mountain View Micro Flex PUD
5718 West 3500 South
LI Zone
59 Units
5.3 Acres

BACKGROUND:

Shivam Shah is requesting preliminary approval for the Mountain View Micro Flex PUD. The proposed application will convert interior office/warehouse spaces into 59 individual commercial condominium units. The building is presently under construction.

ISSUES:

The existing parcel is 5.3 acres in size. City staff approved a permitted use application for this project in December 2022. As part of that review, all aspects of development including site plan review, landscaping and commercial design standards were reviewed and approved. Building construction is currently underway.

The proposed application before the Planning Commission is to create condominium units as opposed to individual suites or office/warehouse spaces originally approved by the City. The numbers of condominium units is equal to those approved by the permitted use application. Unit sizes range from 820 square feet to 2,560 square feet. As mentioned previously, these spaces can be used for a variety of businesses commensurate with the LI zone.

Commercial and Industrial condominiums are not uncommon. According to the applicant, there are a variety of benefits associated with doing a commercial condominium project. For the property owner, it is primarily the ability to sell units as opposed to leasing them. For business owners it is the ability to predict occupancy costs without having to renegotiate their lease every few years. There is also a sense of pride in ownership that can help keep the entire project viable because of the interest each owner has in wanting the overall project to succeed. For these reasons, the applicant is proposing the condominium concept.

A question was raised during the study session about the west side of the building and overhead doors facing the Mountain View Corridor. Staff has attached a copy of the development agreement that limits the door percentage to 35%. The agreement also addresses design elements for the LI zone which were reviewed and approved as part of the permitted use application.

STAFF ALTERNATIVES:

1. Approve the Mountain View Micro Flex PUD subject to a resolution of staff concerns.

2. Continue the application for reasons determined in the Planning Commission meeting.

Discussion: Brock Anderson presented the application for Steve Lehman.

Greg Wilson, the applicant, said the staff did a fantastic job and were wonderful to work with. He didn't have anything to add to the report.

Commissioner Winters said this is a difficult property to develop, and he is grateful that the applicant has found a use that will work well in that location.

Motion: Commissioner Winters motioned to approve PUD-2-2023 subject to a resolution of staff concerns.

Vote:

Commissioner Winters	Yes
Commissioner Lovato	Yes
Commissioner Wood	Yes
Commissioner McEwen	Yes
Chair Fuller	Yes

Unanimously – PUD-2-2023 – Approved

PUD-2-2023

Petition by SHIVAM SHAH requesting preliminary approval for the Mountain View Micro Flex PUD. This application is being submitted to covert the future office building into 59 commercial condominium units. The project will consist of 59 units on 5.3 acres, is located at approximately 5718 West 3500 South and is zoned LI (Light Industrial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



PUD-2-2023

Petition by SHIVAM SHAH requesting preliminary approval for the Mountain View Micro Flex PUD. This application is being submitted to covert the future office building into 59 commercial condominium units. The project will consist of 59 units on 5.3 acres, is located at approximately 5718 West 3500 South and is zoned LI (Light Industrial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



PUD-2-2023

Petition by SHIVAM SHAH requesting preliminary approval for the Mountain View Micro Flex PUD. This application is being submitted to covert the future office building into 59 commercial condominium units. The project will consist of 59 units on 5.3 acres, is located at approximately 5718 West 3500 South and is zoned LI (Light Industrial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



PUD-2-2023

Petition by SHIVAM SHAH requesting preliminary approval for the Mountain View Micro Flex PUD. This application is being submitted to covert the future office building into 59 commercial condominium units. The project will consist of 59 units on 5.3 acres, is located at approximately 5718 West 3500 South and is zoned LI (Light Industrial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



PUD-2-2023

Petition by SHIVAM SHAH requesting preliminary approval for the Mountain View Micro Flex PUD. This application is being submitted to covert the future office building into 59 commercial condominium units. The project will consist of 59 units on 5.3 acres, is located at approximately 5718 West 3500 South and is zoned LI (Light Industrial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



PUD-2-2023

Petition by SHIVAM SHAH requesting preliminary approval for the Mountain View Micro Flex PUD. This application is being submitted to covert the future office building into 59 commercial condominium units. The project will consist of 59 units on 5.3 acres, is located at approximately 5718 West 3500 South and is zoned LI (Light Industrial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



PUD-2-2023

Petition by SHIVAM SHAH requesting preliminary approval for the Mountain View Micro Flex PUD. This application is being submitted to covert the future office building into 59 commercial condominium units. The project will consist of 59 units on 5.3 acres, is located at approximately 5718 West 3500 South and is zoned LI (Light Industrial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



PUD-2-2023

Petition by SHIVAM SHAH requesting preliminary approval for the Mountain View Micro Flex PUD. This application is being submitted to covert the future office building into 59 commercial condominium units. The project will consist of 59 units on 5.3 acres, is located at approximately 5718 West 3500 South and is zoned LI (Light Industrial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



PUD-2-2023

Petition by SHIVAM SHAH requesting preliminary approval for the Mountain View Micro Flex PUD. This application is being submitted to covert the future office building into 59 commercial condominium units. The project will consist of 59 units on 5.3 acres, is located at approximately 5718 West 3500 South and is zoned LI (Light Industrial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



WATER NOTES:

- PROJECT SHALL COMPLY WITH ALL GRANGER-HUNTER IMPROVEMENT DISTRICT SPECIFICATIONS AND REQUIREMENTS.
- PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS-CONNECTION PREVENTION.
- OWNER IS RESPONSIBLE TO SUBMIT BACKFLOW REPORTS TO GHD WATER QUALITY DEPARTMENT WITHIN 10 DAYS OF INITIAL USE AND ANNUALLY THEREAFTER.
- ALL CONSTRUCTION IN THE CULINARY WATERLINE AND SANITARY SEWER LINE PIPE ZONE SHALL COMPLY WITH ALL GRANGER-HUNTER IMPROVEMENT DISTRICT SPECIFICATIONS AND REQUIREMENTS.
- 12" WATER MAIN LOCATED IN PARKWAY AVENUE IS TO BE PROTECTED AND REMAIN IN PLACE FOR CONTINUED USE.
- MEGALUG RESTRAINTS AND CONCRETE THRUST BLOCKING ARE REQUIRED AT ALL WATER MAIN TEES AND BENDS PER DISTRICT SPECIFICATIONS.
- ALL WATER MAINS SHALL MAINTAIN A MINIMUM SEPARATION OF 10 FEET HORIZONTAL AND 18 INCHES VERTICAL FROM ALL SEWER LINES.

WASTEWATER NOTES:

- AT THE TIME OF THE GHD FINAL REVIEW OF THESE PLANS, THIS PROJECT WAS NOT CATEGORIZED AS AN INDUSTRIAL USER. HOWEVER, ALL FATS, OILS, GREASE, AND SANDS DISCHARGERS SHALL BE CONNECTED TO AN OUTDOOR 1,000 GALLON (MINIMUM) GREASE INTERCEPTOR AND SAMPLING MANHOLE. ONLY ONE SAMPLING MANHOLE IS ALLOWED PER PARCEL. OWNER, OR CULINARY WATER METER AND BILL. THEREFORE, SHOULD THIS PROJECT BE MODIFIED OR ITS USE CHANGED, GHD MAY REQUIRE PRETREATMENT INFRASTRUCTURE BE INSTALLED AT THE SOLE COST OF THE PARCEL OWNER.
- 8" VITRIFIED SEWER MAIN LOCATED IN PARKWAY AVENUE IS TO BE PROTECTED AND REMAIN IN PLACE FOR CONTINUED USE.
- ALL WATER AND SEWER LINE CROSSINGS SHALL CONFORM TO THE TYPICAL CONFLICT RESOLUTION DETAIL IN THE GHD MATERIAL AND CONSTRUCTION SPECIFICATIONS.

BENCHMARK: 4294.70'
3500 SOUTH &600 WEST (ELEV= 1501.6601')
US SURVEY FEET | NAVD-88 | GEOID 18

SCALE CONSULTANTS
REV | DATE | COMMENT:
A | MAY 13, 2022 | 1st Submittal
B | SEP 26, 2022 | 2nd Submittal
C | NOV 16, 2022 | 3rd Submittal
SCALE CONSULTANTS, P.C.
RIVERTON, UTAH 84096
801.464.4624

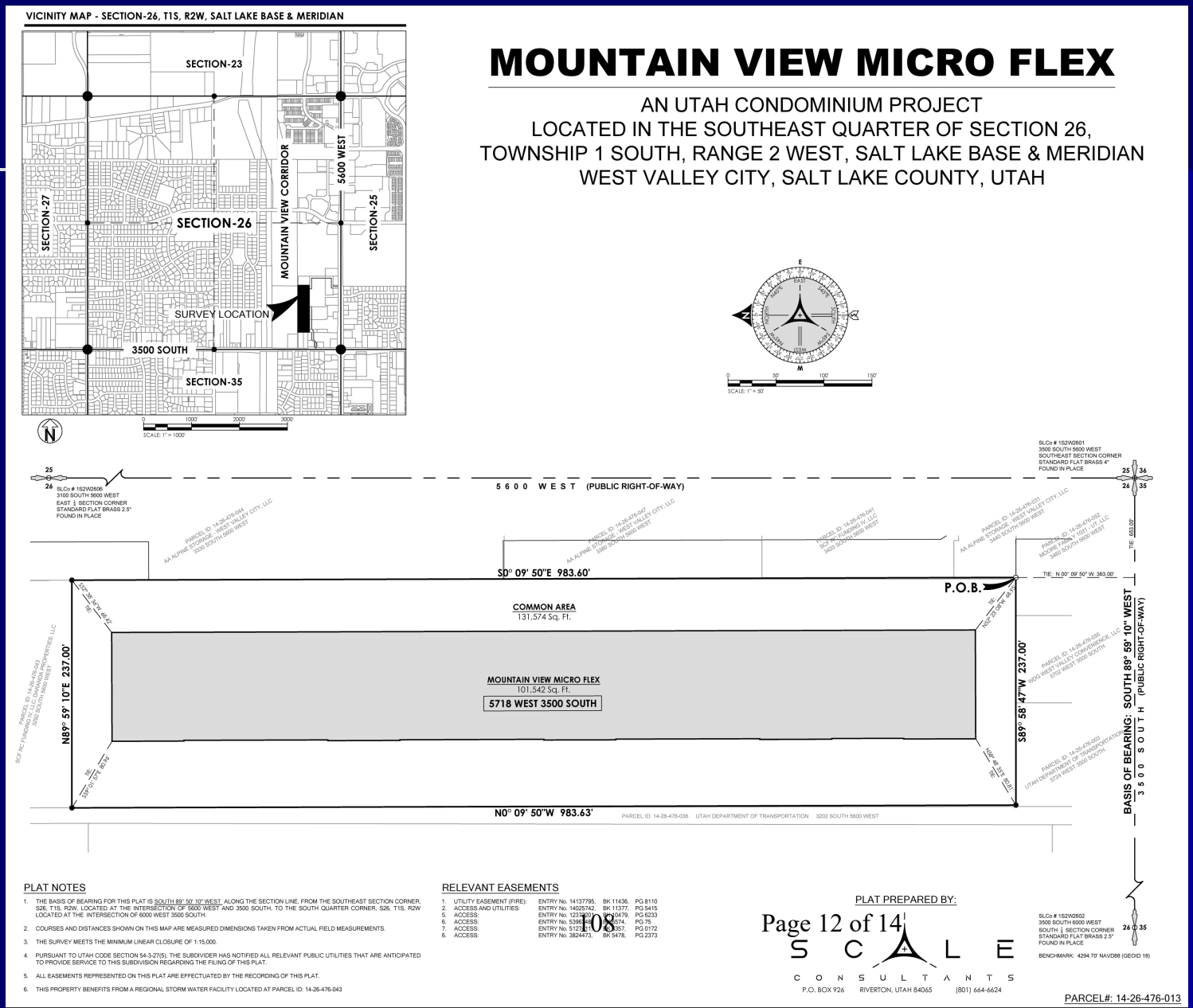
11.16.2022

OVERALL UTILITY PLAN
COPPER RIDGE TECH PARK
5718 WEST 3500 SOUTH
WEST VALLEY CITY, UTAH
SE ¼ SEC 26, T1S, R2W, SLB&M

C300

PUD-2-2023

Petition by SHIVAM SHAH requesting preliminary approval for the Mountain View Micro Flex PUD. This application is being submitted to covert the future office building into 59 commercial condominium units. The project will consist of 59 units on 5.3 acres, is located at approximately 5718 West 3500 South and is zoned LI (Light Industrial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



PLAT NOTES

1. THE BASIS OF BEARING FOR THIS PLAT IS SOUTH 89° 50' 10" WEST, ALONG THE SECTION LINE, FROM THE SOUTHEAST SECTION CORNER, S26, T1S, R2W, LOCATED AT THE INTERSECTION OF 5600 WEST AND 3500 SOUTH, TO THE SOUTH QUARTER CORNER, S26, T1S, R2W LOCATED AT THE INTERSECTION OF 6000 WEST 3500 SOUTH.
2. COURSES AND DISTANCES SHOWN ON THIS MAP ARE MEASURED DIMENSIONS TAKEN FROM ACTUAL FIELD MEASUREMENTS.
3. THE SURVEY MEETS THE MINIMUM LINEAR CLOSURE OF 1:15,000.
4. PURSUANT TO UTAH CODE SECTION 54-3-27(5), THE SUBDIVIDER HAS NOTIFIED ALL RELEVANT PUBLIC UTILITIES THAT ARE ANTICIPATED TO PROVIDE SERVICE TO THIS SUBDIVISION REGARDING THE FILING OF THIS PLAT.
5. ALL EASEMENTS REPRESENTED ON THIS PLAT ARE EFFECTUATED BY THE RECORDING OF THIS PLAT.
6. THIS PROPERTY BENEFITS FROM A REGIONAL STORM WATER FACILITY LOCATED AT PARCEL ID: 14-26-476-043

RELEVANT EASEMENTS

1.	UTILITY EASEMENT (FIRE):	ENTRY No. 14137795,	BK 11436,	PG 8110
2.	ACCESS AND UTILITIES:	ENTRY No. 14025742,	BK 11377,	PG 5415
5.	ACCESS:	ENTRY No. 12376[illegible],	BK 10479,	PG 8233
6.	ACCESS:	ENTRY No. 5396[illegible],	BK 3574,	PG 75
7.	ACCESS:	ENTRY No. 5127[illegible],	BK 3357,	PG 0172
6.	ACCESS:	ENTRY No. 3824473,	BK 5478,	PG 2373

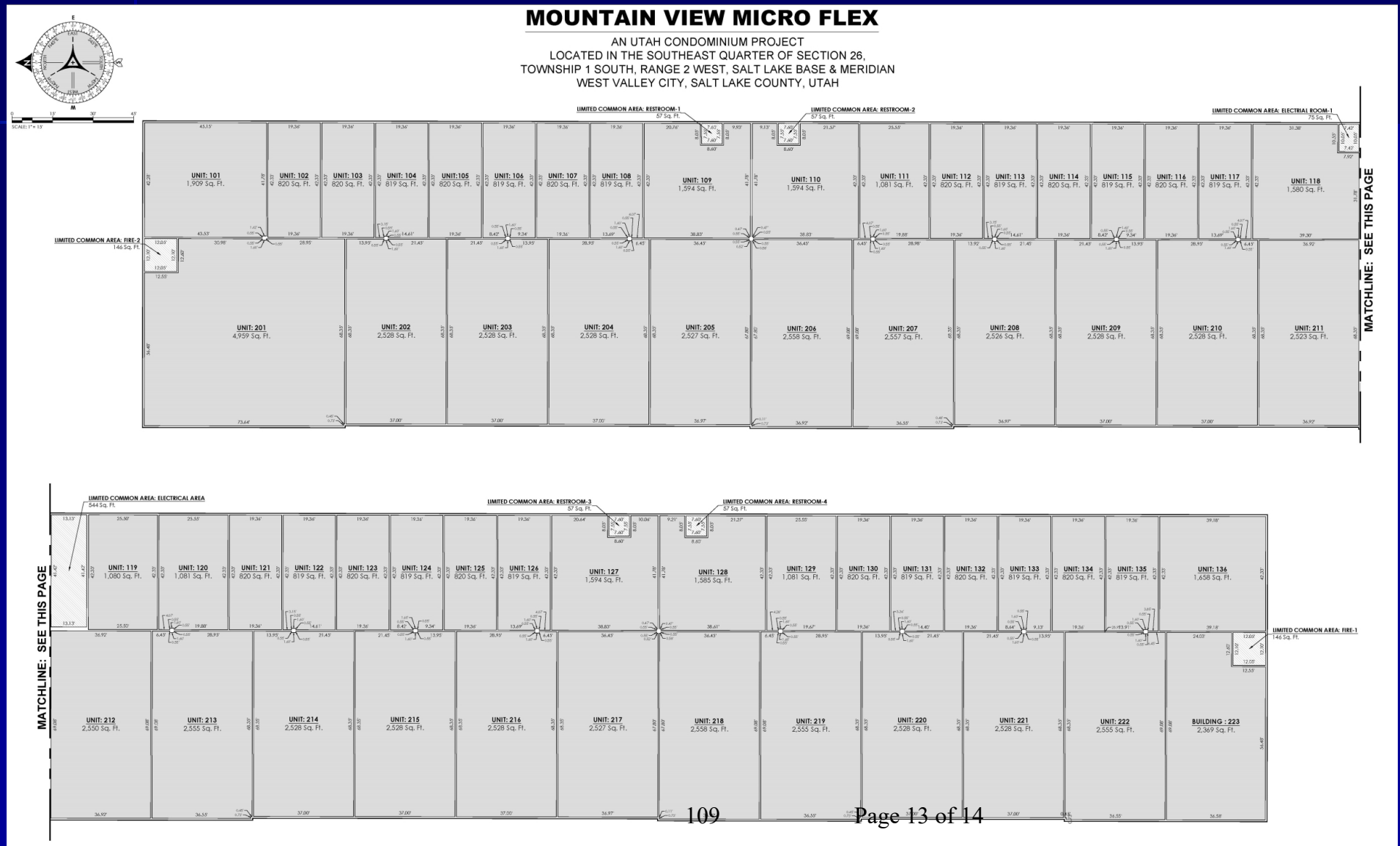
PLAT PREPARED BY:

SCALE CONSULTANTS
P.O. BOX 926 RIVERTON, UTAH 84065 (801) 664-6624

PARCEL#: 14-26-476-013

PUD-2-2023

Petition by SHIVAM SHAH requesting preliminary approval for the Mountain View Micro Flex PUD. This application is being submitted to covert the future office building into 59 commercial condominium units. The project will consist of 59 units on 5.3 acres, is located at approximately 5718 West 3500 South and is zoned LI (Light Industrial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



PUD-2-2023

Petition by SHIVAM SHAH requesting preliminary approval for the Mountain View Micro Flex PUD. This application is being submitted to covert the future office building into 59 commercial condominium units. The project will consist of 59 units on 5.3 acres, is located at approximately 5718 West 3500 South and is zoned LI (Light Industrial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)

MOUNTAIN VIEW MICRO FLEX

AN UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH



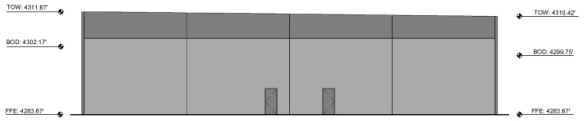
1 EAST ELEVATION
Scale: 1" = 15'



2 WEST ELEVATION
Scale: 1" = 15'



3 NORTH ELEVATION
Scale: 1" = 15'



4 SOUTH ELEVATION
Scale: 1" = 15'

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

Canvass returns of the 2023 Municipal General Election held November 21, 2023; and accept and approve the results of the election.

SYNOPSIS:

The Mayor and City Council are the legislative body for West Valley City and comprise the Board of Municipal Canvassers pursuant to Utah Code §20A-4-301(2). The Code requires that the Board of Municipal Canvassers shall meet to canvass the returns of the Municipal General Election no sooner than seven days and no later than 14 days after the election.

RECOMMENDATION:

Accept and approve the results of the 2023 Municipal General Election upon completion of the canvass.

SUBMITTED BY:

Nichole Camac, CMC
City Recorder

WEST VALLEY CITY, UTAH

RESOLUTION NO. 23-XX

A RESOLUTION ACCEPTING AND APPROVING THE RESULTS OF THE MUNICIPAL GENERAL ELECTION HELD NOVEMBER 21, 2023 AS SHOWN ON THE CANVASS REPORT.

WHEREAS, on November 21, 2023, the West Valley City Municipal General Election was held; and

WHEREAS, the Mayor and City Council are the Municipal Legislative Body for West Valley City and comprise the Board of Municipal Canvassers per Utah Code Annotated §20A-4-301(2)(a); and

WHEREAS, the Board of Municipal Canvassers shall meet to canvass the returns of the Municipal General Election at the usual place of meeting of the Municipal Legislative Body no sooner than seven days and no later than 14 days after the election per Utah Code Annotated §20A-4-301(2)(b); and

WHEREAS, on December 5, 2023, the Board of Municipal Canvassers canvassed the returns of the Municipal General Election; and

WHEREAS, during the canvass the Board of Municipal Canvassers inspected the ballot results by precinct; and

WHEREAS, the Board of Municipal Canvassers have determined that the election and voting were conducted in compliance with Utah State law.

NOW, THEREFORE, BE IT RESOLVED by the West Valley City Board of Municipal Canvassers:

Section 1. The Mayor and City Council, as the official Board of Canvassers, hereby accepts and approves the Election Results for the 2023 West Valley City Municipal General Election held November 21, 2023.

Section 2. The following candidates are declared to have received the number of votes indicated:

<u>Councilmember At-Large (4-Year Term)</u>

Sophia Hawes-Tingey	XX
Don Christensen	XX

Councilmember District 1 (4-Year Term)

Tom Huynh	XX
Marni Lefevre	XX

Councilmember District 3 (4-Year Term)

Will Whetstone	XX
Heidi Roggenbuck	XX

Section 3. The following candidates having qualified by number of votes have been elected as Councilmember At-Large, Councilmember District 1 and Councilmember District 3 for a four-year term:

XX	Councilmember At-Large
XX	Councilmember District 1
XX	Councilmember District 3

Section 4. The Election Officer (City Recorder) shall furnish a certified copy of this Resolution and a certified copy of the Election Results Report to the Lieutenant Governor's Office.

Section 5. This Resolution shall take effect immediately.

PASSED AND APPROVED this 5th day of December, 2023.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Item #:	
Fiscal Impact:	$1,072.37 (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, Perpetual Easement and a Temporary Construction Easement.

SYNOPSIS:

Jodi L. Hoskins has signed a Real Estate Purchase Contract and has agreed to sign a Warranty Deed, Perpetual Easement and a Temporary Construction Easement for property located at 2689 S. Vespa Drive (15-20-478-031).

BACKGROUND:

The Jodi L. Hoskins parcel located at 2689 S. Vespa 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 the Warranty Deed, Perpetual Easement, Temporary Construction Easement and improvements is $15,840.00 was negotiated based upon the appraisal prepared by Integra Realty Resources which indicated a value of $14,400.00.

The project is being funded through the Transportation Alternatives Program (TAP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition $1,072.37.

RECOMMENDATION:

Accept Warranty Deed, Perpetual Easement 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, A PERPETUAL EASEMENT, AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM JODI L. HOSKINS FOR PROPERTY LOCATED AT 2689 SOUTH VESPA DRIVE.

WHEREAS, Jodi L. Hoskins (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 2689 South Vespa Drive that is affected by the Cross Towne Trail Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed, a Perpetual 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 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: D8B2DD93-5930-4E4B-B44A-878E962BAB0A

WEST VALLEY CITY
Unity Pride Progress

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 115:C, 115:E, 115:EC

Pin No: 17869 Job/Proj No: 55542 Project Location: Cross Towne Trail; 2700 West to Bangerter Hwy
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-20-478-031
Property Address: 2689 South Vespa Drive WEST VALLEY CITY UT, 84119
Owner's Address: 10032 Robin Oaks Drive,LAS VEGAS,NV,89117
Primary Phone: 702-771-8911 Owner's Home Phone: (702)771-8911 Owner's Work Phone:
Owner / Grantor (s): Jodi L. Hoskins

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Jodi L. Hoskins ("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 115:C, 115:E, 115:EC, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $15,840 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

---

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

DS
JLH
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): 115:C, 115:E, 115:EC

Pin No: 17869 Job/Proj No: 55542 Project Location: Cross Towne Trail; 2700 West to Bangerter Hwy
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-20-478-031
Property Address: 2689 South Vespa Drive WEST VALLEY CITY UT, 84119
Owner's Address: 10032 Robin Oaks Drive,LAS VEGAS,NV,89117
Primary Phone: 702-771-8911 Owner's Home Phone: (702)771-8911 Owner's Work Phone:
Owner / Grantor (s): Jodi L. Hoskins

4.2 Fees/Costs.

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

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

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

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

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

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

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

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

11. ADDITIONAL TERMS (IF APPLICABLE):

1. Owner acknowledges receiving an Administrative Settlement payment in the amount of $1,440.00, 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.

2. The owner acknowledges receiving payment for the following improvements acquired: $2,993 for 350 square feet of landscape, and $409 for 24 square feet of block wall which is included in the total purchase price.

3. The contractor shall restore damage to the sod and sprinklers within the easement area.

DS JLH
Grantor's Initials

DocuSign Envelope ID: D8B2DD93-5930-4E4B-B44A-878E962BAB0A

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 115:C, 115:E, 115:EC

Pin No: 17869 Job/Proj No: 55542 Project Location: Cross Towne Trail; 2700 West to Bangerter Hwy
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-20-478-031
Property Address: 2689 South Vespa Drive WEST VALLEY CITY UT, 84119
Owner's Address: 10032 Robin Oaks Drive,LAS VEGAS,NV,89117
Primary Phone: 702-771-8911 Owner's Home Phone: (702)771-8911 Owner's Work Phone:
Owner / Grantor (s): Jodi L. Hoskins

SIGNATURE PAGE TO
WEST VALLEY CITY
REAL ESTATE PURCHASE CONTRACT

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

Authorized Signature(s):

Jodi L Hoskins
Print Name: Date

DocuSigned by:
Jodi L Hoskins 10/31/2023 | 10:14 AM PDT
100% Jodi L. Hoskins - OWNER(s) Date Date

WEST VALLEY CITY

Mayor Karen Lang Date

DS
Grantor's Initials

DocuSign Envelope ID: D8B2DD93-5930-4E4B-B44A-878E962BAB0A

Project No: F-2162(2)1 Parcel No.(s): 115:C, 115:E, 115:EC

Pin No: 17869 Job/Proj No: 55542 Project Location: Cross Towne Trail; 2700 West to Bangerter Hwy
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-20-478-031
Property Address: 2689 South Vespa Drive WEST VALLEY CITY UT, 84119
Owner's Address: 10032 Robin Oaks Drive,LAS VEGAS,NV,89117
Primary Phone: 702-771-8911 Owner's Home Phone: (702)771-8911 Owner's Work Phone:
Owner / Grantor (s): Jodi L. Hoskins

Exhibit A
(Attach conveyance documents)

DS
JLH
Grantor's Initials

DocuSign Envelope ID: D8B2DD93-5930-4E4B-B44A-878E962BAB0A

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

(Individual)

Salt Lake County

Tax ID No.	15-20-478-031
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:115:C

Jodi L. Hoskins, Grantor(s), of Las Vegas, County of Clark, State of Nevada, 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, situate in Lot 5, Graydon Subdivision, recorded as Entry No. 6837903, Book 98-1P, Page 10 in the Office of the Salt Lake County Recorder, and in the SE1/4 SE1/4 of Section 20, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said Lot 5 in the existing northerly right of way line of Parkway Boulevard; and running thence along said existing northerly right of way line the following two (2) courses: (1) westerly 91.66 feet along the arc of a 560.00-foot radius non-tangent curve to the right, through a central angle of 09°22'42" (Note: Radius bears N.21°22'29"W., Chord bears S.73°18'52"W. for a distance of 91.56 feet) to the beginning of a 15.00-foot radius non-tangent curve to the right (Note: Radius bears N.10°21'33"W.); thence (2) northwesterly 13.13 feet along the arc of said curve, through a central angle of 50°10'17" (Note: Chord bears N.75°16'24"W. for a distance of 12.72 feet) to a point 45.60 feet perpendicularly distant northerly from the control line of said project opposite engineer station 37+37.94; thence N.82°35'56"E. 30.16 feet to a point 37+70.38 feet perpendicularly distant northerly from said control line opposite engineer station 37+70.38; thence N.72°27'05"E. 73.52 feet to the easterly boundary line of said Lot 5 at a point 42.79 feet perpendicularly distant northerly from said control line opposite engineer station 38+49.61; thence S.00°05'25"E. 3.00 feet along said easterly 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 385 square feet in area or 0.009 acre, more or less.

Continued on Page 2

DocuSign Envelope ID: D8B2DD93-5930-4E4B-B44A-878E962BAB0A

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:115:C

(Note: Rotate all bearings in the above description 00°17'19" clockwise to obtain highway bearings.)

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

_____
Jodi L. Hoskins

On this _____ day of _____, in the year 20_____, before me personally appeared, Jodi L. Hoskins, 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

DocuSign Envelope ID: D8B2DD93-5930-4E4B-B44A-878E962BAB0A

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

Perpetual Easement

(Individual)

Salt Lake County

Tax ID No.	15-20-478-031
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:115:EC

Jodi L. Hoskins, Grantor(s), of Las Vegas, County of Clark, State of Nevada, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a Municipal Corporation of the State of Utah, 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 perpetual easement, upon part of an entire tract of property situate in Lot 5, Graydon Subdivision, recorded as Entry No. 6837903, Book 98-1P, Page 10 in the Office of the Salt Lake County Recorder, and in the SE1/4 SE1/4 of Section 20, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of constructing, maintaining, repairing and replacing a wall and appurtenant parts thereof to facilitate the construction and improvements of the existing Parkway Boulevard known as Project No. F-2162(2)1. This easement shall run with the Real Property and shall be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said easement upon part of an entire tract of property are described as follows:

Beginning at a point in the easterly boundary line of said Lot 5, which point is 3.00 feet N.00°05'25"W. along the easterly boundary line from the southwest corner of said Lot 5, said point is also 42.79 feet perpendicularly distant northerly from the right of way control line of said project opposite engineer station 38+49.61; and running thence S.72°27'05"W. 73.52 feet to a point 42.99 feet perpendicularly distant northerly from said control line opposite engineer station 37+70.38; thence S.82°35'56"W. 30.16 feet to the existing easterly right of way line of Vespa Drive at a point 45.60 feet perpendicularly distant northerly from said control line opposite engineer station 37+37.94 and a point in a 15.00-foot radius non-tangent curve to the right (Note: Radius bears N.39°48'44"E.); thence northwesterly 2.54 feet along said existing easterly right of way line and the arc of said curve, through a central angle of 09°41'52" (Note: Chord bears N.45°20'19"W. for a distance of 2.54 feet); thence N.82°35'56"E. 31.54 feet; thence N.72°27'05"E. 73.97 feet to said easterly boundary line; thence S.00°05'25"E. 2.10 feet along said easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah

Continued on Page 2

DocuSign Envelope ID: D8B2DD93-5930-4E4B-B44A-878E962BAB0A

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:115:EC

Department of Transportation. The above described easement upon part of an entire tract of property contains 209 square feet in area or 0.005 acre, more or less.

(Note: Rotate all bearings in the above description 00°17'19" clockwise to obtain highway bearings.)

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

_____
Jodi L. Hoskins

On this _____ day of _____, in the year 20_____, before me personally appeared, Jodi L. Hoskins, 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

DocuSign Envelope ID: D8B2DD93-5930-4E4B-B44A-878E962BAB0A

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.	15-20-478-031
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:115:E

Jodi L. Hoskins, Grantor(s), of Las Vegas, County of Clark, State of Nevada, 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 5, Graydon Subdivision, recorded as Entry No. 6837903, Book 98-1P, Page 10 in the Office of the Salt Lake County Recorder, and in the SE1/4 SE1/4 of Section 20, 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 easterly boundary line of said Lot 5, which point is 3.00 feet N.00°05'25"W. along the easterly boundary line from the southwest corner of said Lot 5; and running thence S.72°27'05"W. 73.52 feet; thence S.82°35'56"W. 30.16 feet to the existing easterly right of way line of Vespa Drive and a point in a 15.00-foot radius non-tangent curve to the right (Note: radius bears N.39°48'44"E.); thence northwesterly 5.90 feet along said existing easterly right of way line and the arc of said curve, through a central angle of 22°32'51" (Note: chord bears N.38°54'50"W. for a distance of 5.86 feet); thence N.82°35'56"E. 32.78 feet; thence N.72°27'05"E. 74.65 feet to said easterly boundary line; thence S.00°05'25"E. 5.24 feet along said easterly 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 upon part of an entire tract of property contains 529 square feet in area or 0.012 acre, more or less.

Continued on Page 2

DocuSign Envelope ID: D8B2DD93-5930-4E4B-B44A-878E962BAB0A

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:115:E

(Note: Rotate all bearings in the above description 00°17'19" clockwise to obtain highway bearings.)

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

_____
Jodi L. Hoskins

On this _____ day of _____, in the year 20_____, before me personally appeared, Jodi L. Hoskins, 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

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

Warranty Deed

(Individual)

Salt Lake County

Tax ID No.	15-20-478-031
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:115:C

Jodi L. Hoskins, Grantor(s), of Las Vegas, County of Clark, State of Nevada, 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, situate in Lot 5, Graydon Subdivision, recorded as Entry No. 6837903, Book 98-1P, Page 10 in the Office of the Salt Lake County Recorder, and in the SE1/4 SE1/4 of Section 20, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said Lot 5 in the existing northerly right of way line of Parkway Boulevard; and running thence along said existing northerly right of way line the following two (2) courses: (1) westerly 91.66 feet along the arc of a 560.00-foot radius non-tangent curve to the right, through a central angle of 09°22'42" (Note: Radius bears N.21°22'29"W., Chord bears S.73°18'52"W. for a distance of 91.56 feet) to the beginning of a 15.00-foot radius non-tangent curve to the right (Note: Radius bears N.10°21'33"W.); thence (2) northwesterly 13.13 feet along the arc of said curve, through a central angle of 50°10'17" (Note: Chord bears N.75°16'24"W. for a distance of 12.72 feet) to a point 45.60 feet perpendicularly distant northerly from the control line of said project opposite engineer station 37+37.94; thence N.82°35'56"E. 30.16 feet to a point 37+70.38 feet perpendicularly distant northerly from said control line opposite engineer station 37+70.38; thence N.72°27'05"E. 73.52 feet to the easterly boundary line of said Lot 5 at a point 42.79 feet perpendicularly distant northerly from said control line opposite engineer station 38+49.61; thence S.00°05'25"E. 3.00 feet along said easterly 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 385 square feet in area or 0.009 acre, more or less.

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:115:C

(Note: Rotate all bearings in the above description 00°17'19" clockwise to obtain highway bearings.)

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

_____
Jodi L. Hoskins

On this _____ day of _____, in the year 20_____, before me personally appeared, Jodi L. Hoskins, 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

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

Perpetual Easement

(Individual)

Salt Lake County

Tax ID No.	15-20-478-031
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:115:EC

Jodi L. Hoskins, Grantor(s), of Las Vegas, County of Clark, State of Nevada, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a Municipal Corporation of the State of Utah, 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 perpetual easement, upon part of an entire tract of property situate in Lot 5, Graydon Subdivision, recorded as Entry No. 6837903, Book 98-1P, Page 10 in the Office of the Salt Lake County Recorder, and in the SE1/4 SE1/4 of Section 20, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of constructing, maintaining, repairing and replacing a wall and appurtenant parts thereof to facilitate the construction and improvements of the existing Parkway Boulevard known as Project No. F-2162(2)1. This easement shall run with the Real Property and shall be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said easement upon part of an entire tract of property are described as follows:

Beginning at a point in the easterly boundary line of said Lot 5, which point is 3.00 feet N.00°05'25"W. along the easterly boundary line from the southwest corner of said Lot 5, said point is also 42.79 feet perpendicularly distant northerly from the right of way control line of said project opposite engineer station 38+49.61; and running thence S.72°27'05"W. 73.52 feet to a point 42.99 feet perpendicularly distant northerly from said control line opposite engineer station 37+70.38; thence S.82°35'56"W. 30.16 feet to the existing easterly right of way line of Vespa Drive at a point 45.60 feet perpendicularly distant northerly from said control line opposite engineer station 37+37.94 and a point in a 15.00-foot radius non-tangent curve to the right (Note: Radius bears N.39°48'44"E.); thence northwesterly 2.54 feet along said existing easterly right of way line and the arc of said curve, through a central angle of 09°41'52" (Note: Chord bears N.45°20'19"W. for a distance of 2.54 feet); thence N.82°35'56"E. 31.54 feet; thence N.72°27'05"E. 73.97 feet to said easterly boundary line; thence S.00°05'25"E. 2.10 feet along said easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:115:EC

Department of Transportation. The above described easement upon part of an entire tract of property contains 209 square feet in area or 0.005 acre, more or less.

(Note: Rotate all bearings in the above description 00°17'19" clockwise to obtain highway bearings.)

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

_____
Jodi L. Hoskins

On this _____ day of _____, in the year 20_____, before me personally appeared, Jodi L. Hoskins, 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.	15-20-478-031
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:115:E

Jodi L. Hoskins, Grantor(s), of Las Vegas, County of Clark, State of Nevada, 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 5, Graydon Subdivision, recorded as Entry No. 6837903, Book 98-1P, Page 10 in the Office of the Salt Lake County Recorder, and in the SE1/4 SE1/4 of Section 20, 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 easterly boundary line of said Lot 5, which point is 3.00 feet N.00°05'25"W. along the easterly boundary line from the southwest corner of said Lot 5; and running thence S.72°27'05"W. 73.52 feet; thence S.82°35'56"W. 30.16 feet to the existing easterly right of way line of Vespa Drive and a point in a 15.00-foot radius non-tangent curve to the right (Note: radius bears N.39°48'44"E.); thence northwesterly 5.90 feet along said existing easterly right of way line and the arc of said curve, through a central angle of 22°32'51" (Note: chord bears N.38°54'50"W. for a distance of 5.86 feet); thence N.82°35'56"E. 32.78 feet; thence N.72°27'05"E. 74.65 feet to said easterly boundary line; thence S.00°05'25"E. 5.24 feet along said easterly 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 upon part of an entire tract of property contains 529 square feet in area or 0.012 acre, more or less.

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:115:E

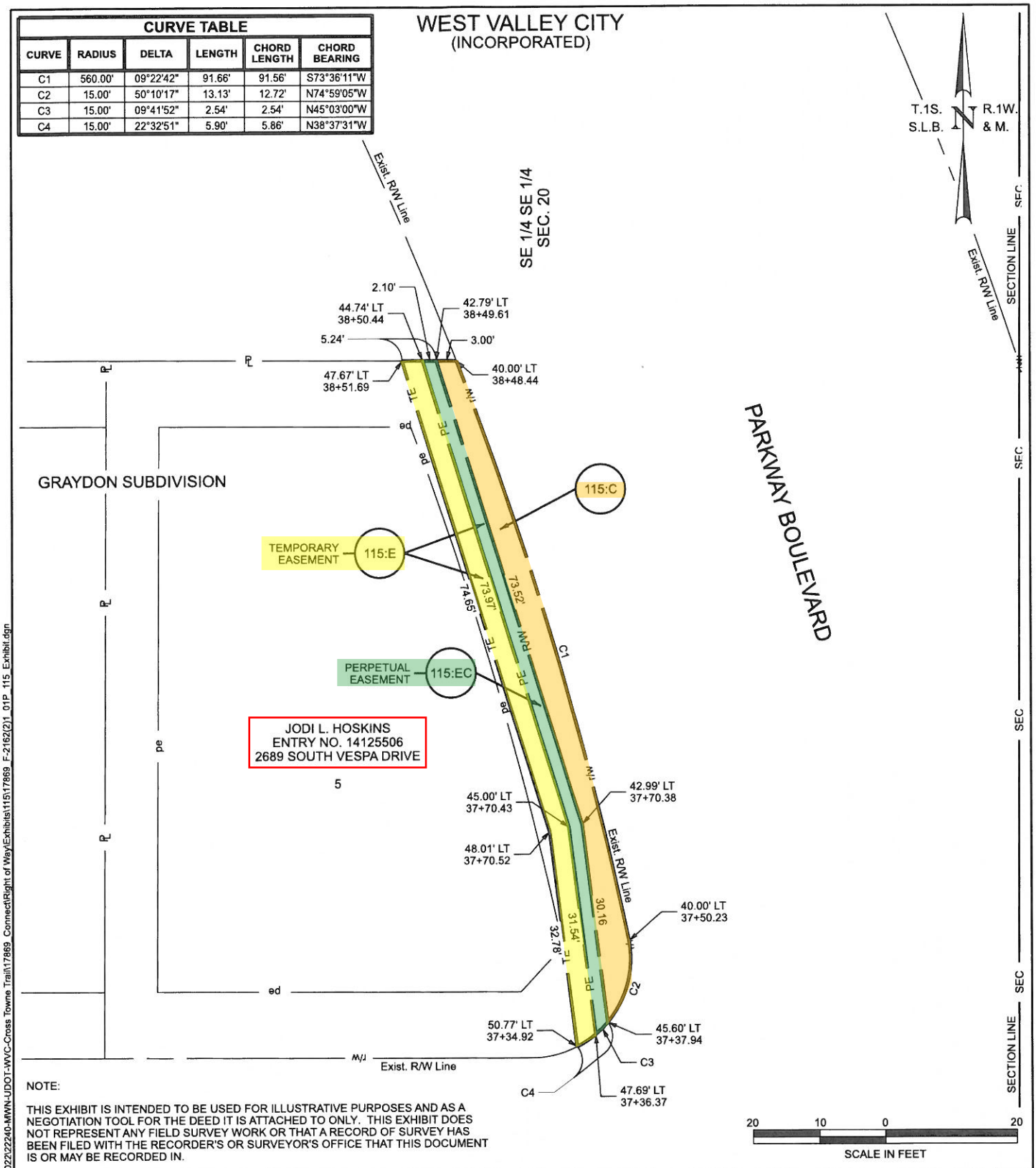
(Note: Rotate all bearings in the above description 00°17'19" clockwise to obtain highway bearings.)

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

_____
Jodi L. Hoskins

On this _____ day of _____, in the year 20_____, before me personally appeared, Jodi L. Hoskins, 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.

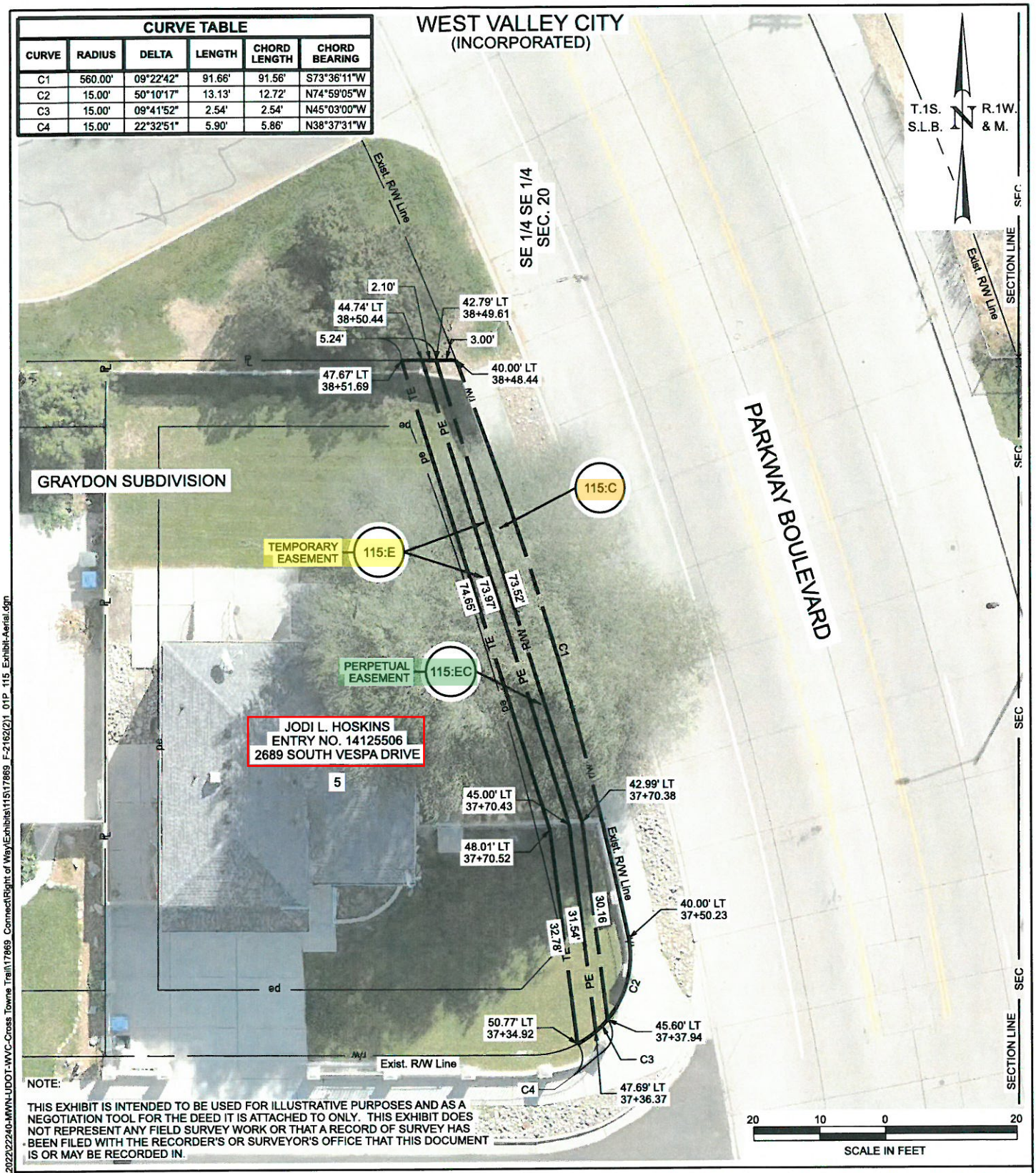
_____
Notary Public



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
115:C	JODI L. HOSKINS	0.009	385	NONE	1.670	1.661	NONE
115:EC	JODI L. HOSKINS	0.005	209			PERPETUAL	
115:E	JODI L. HOSKINS	0.012	529			TEMPORARY	

SHEET NO. 115-EXHIBIT	PARTIAL SUMMARY NO. 02F	PROPERTY OWNER:	JODI L. HOSKINS
PROJECT	CROSS TOWNE TRAIL; 2700 WEST	PROPERTY ADRESS:	2689 SOUTH VESPA DRIVE
	TO BANGERTER HWY	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2162(2)1 PIN 17869	MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22240-MWN-UDOT-WVC-Cross Towne Trail\17869_Connect\Right of Way\Exhibits\115\17869_F-2162(2)1_01P_115_Exhibit.dgn
19-JUL-2023



DGN File: U:\Projects\2022\22240-MWN-UDOT-WVC-Cross Towne Trail\17869_Connect\Right of Way\Exhibits\115\17869_F-2162(2)1_01P_115_Exhibit-Aerial.dgn

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
115:C	JODI L. HOSKINS	0.009	385	NONE	1.670	1.661	NONE
115:EC	JODI L. HOSKINS	0.005	209			PERPETUAL	
115:E	JODI L. HOSKINS	0.012	529			TEMPORARY	

SHEET NO. 115-EXHIBIT	PARTIAL SUMMARY NO. 02F	PROPERTY OWNER:	JODI L. HOSKINS
PROJECT	CROSS TOWNE TRAIL; 2700 WEST	PROPERTY ADRESS:	2689 SOUTH VESPA DRIVE
	TO BANGERTER HWY	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2162(2)1 PIN 17869	MERIDIAN ENGINEERING, INC.	

19-JUL-2023

Item #:	
Fiscal Impact:	$264.03 (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 Temporary Construction Easement.

SYNOPSIS:

West Valley Building Two, LLC has signed a Real Estate Purchase Contract and has agreed to sign a Warranty Deed and Temporary Construction Easement for property located at 2607 South 3200 West (15-21-351-011).

BACKGROUND:

The West Valley Building Two, LLC parcel located at 2607 South 3200 West is one of several parcels affected by the Cross Towne Trail; 2700 West to Bangerter Highway Project. This project will provide for bike lanes on Parkway Boulevard from 2700 West to Bangerter Highway. The project will also construct sidewalks on Parkway Boulevard where they do not currently exist and add new ADA ramps at street intersections on Parkway Boulevard. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is $3,900.00 was negotiated based upon the Administrative Compensation Estimate prepared by Meridian Engineering, Inc. which indicated a value of $2,900.00.

The project is being funded through the Transportation Alternatives Program (TAP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition $264.03.

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement. 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 WEST VALLEY BUILDING TWO, LLC FOR PROPERTY LOCATED AT 2607 SOUTH 3200 WEST.

WHEREAS, West Valley Building Two, LLC (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 2607 South 3200 West 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: C7C404B2-E7A7-4184-A232-2DF63AB09A9B

WEST VALLEY CITY
Unity Pride Progress

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 120:C, 120: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: 15-21-351-011
Property Address: 2607 South 3200 West WEST VALLEY CITY UT, 84119
Owner's Address: PO Box 30076,Salt Lake City,UT,84130
Primary Phone: 801-680-6819 Owner's Home Phone: Owner's Work Phone: (801)680-6819
Owner / Grantor (s): West Valley Building Two, LLC, a Utah limited liability company

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, West Valley Building Two, LLC, a Utah limited liability company ("Owner") agrees to sell to West Valley City ("The City") the Subject Property described below for Transportation Purposes,[1] and the City and Owner agree as follows:

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

2. PURCHASE PRICE. The City shall pay and Owner accepts $3,900 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

---

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

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): 120:C, 120: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: 15-21-351-011
Property Address: 2607 South 3200 West WEST VALLEY CITY UT, 84119
Owner's Address: PO Box 30076,Salt Lake City,UT,84130
Primary Phone: 801-680-6819 Owner's Home Phone: Owner's Work Phone: (801)680-6819
Owner / Grantor (s): West Valley Building Two, LLC, a Utah limited liability company

4.2 Fees/Costs.

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

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

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

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

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

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

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

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

11. ADDITIONAL TERMS (IF APPLICABLE):

1. The contractor shall restore damage to the sod and sprinklers within the easement area.

2. Owner acknowledges recieving an Administrative Settlement payment in the amount of $1,000.00, 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.

DS
Grantor's Initials

DocuSign Envelope ID: C7C404B2-E7A7-4184-A232-2DF63AB09A9B

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 120:C, 120: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: 15-21-351-011
Property Address: 2607 South 3200 West WEST VALLEY CITY UT, 84119
Owner's Address: PO Box 30076,Salt Lake City,UT,84130
Primary Phone: 801-680-6819 Owner's Home Phone: Owner's Work Phone: (801)680-6819
Owner / Grantor (s): West Valley Building Two, LLC, a Utah limited liability company

SIGNATURE PAGE TO
WEST VALLEY CITY
REAL ESTATE PURCHASE CONTRACT

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

Authorized Signature(s):

DocuSigned by:
36A095C3B503431...

11/8/2023 | 11:58 AM PST

100% Print Name: West Valley Building Two, LLC Date

WEST VALLEY CITY

Karen Lang, Mayor Date

DS
Grantor's Initials

DocuSign Envelope ID: C7C404B2-E7A7-4184-A232-2DF63AB09A9B

Project No: F-2162(2)1 Parcel No.(s): 120:C, 120: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: 15-21-351-011
Property Address: 2607 South 3200 West WEST VALLEY CITY UT, 84119
Owner's Address: PO Box 30076,Salt Lake City,UT,84130
Primary Phone: 801-680-6819 Owner's Home Phone: Owner's Work Phone: (801)680-6819
Owner / Grantor (s): West Valley Building Two, LLC, a Utah limited liability company

Exhibit A
(Attach conveyance documents)

DS
Grantor's Initials

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.	15-21-351-011
	PIN No.	17869
	Project No.	F-2162(2)1
	Parcel No.	2162:120:C

West Valley Building Two, LLC, a Utah limited liability company, Grantor(s), 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 SW1/4 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 a point in the existing easterly right of way line of 3200 West Street, which point is 1,325.38 feet S.00°00'12"W. along the quarter section line and 2,599.40 feet N.89°54'39"W. and 989.38 feet S.00°00'25"W. from the Center Quarter Corner of said Section 21, said point is also 69.37 feet perpendicularly distant northerly from the control line of said project opposite engineer station 50+63.15; and running thence southeasterly 52.51 feet along the arc of a 39.36-foot radius non-tangent curve to the left, through a central angle of 76°26'18" (Note: radius bears N.76°08'10"E., chord bears S.52°05'11"E. for a distance of 48.70 feet) to the existing northerly right of way line of Parkway Boulevard at a point 39.30 feet perpendicularly distant northerly from the control line of said project opposite engineer station 51+02.13; thence along said existing northerly right of way line the following two (2) courses: (1) S.89°29'42"W. 8.43 feet to the beginning of a 30.00-foot radius non-tangent curve to the right (Note: radius bears N.00°01'13"E.); thence (2) northwesterly 47.12 feet along the arc of said curve, through a central angle of 89°59'12" (Note: chord to said curve bears N.44°59'11"W. for a distance of 42.42 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 104 square feet in area or 0.002 acre, more or less.

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:120:C

(Note: Rotate all bearings in the above description 00°09'20" clockwise to obtain highway bearings.)

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

West Valley Building Two, 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 West Valley Building Two, LLC, a Utah limited liability company and that said document was signed by him/her on behalf of said West Valley Building Two, 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.	15-21-351-011
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:120:E

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

A temporary easement, upon part of an entire tract of property, in the SW1/4 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 1,325.38 feet S.00°00'12"W. along the quarter section line and 2,599.40 feet N.89°54'39"W. and 989.38 feet S.00°00'25"W. and 1.55 feet along the arc of a 39.36-foot radius non-tangent curve to the left, through a central angle of 02°15'12" (Note: radius bears N.76°08'10"E., chord bears S.14°59'26"E. for a distance of 1.55 feet) from the Center Quarter Corner of said Section 21; and running thence S.45°49'23"E. 39.01 feet to a point in a 39.36-foot radius non-tangent curve to the right (Note: radius bears N.14°28'16"E.); thence northwesterly 40.82 feet along the arc of said curve, through a central angle of 59°24'42" (Note: chord bears N.45°49'23"W. for a distance of 39.01 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 136 square feet in area or 0.003 acre, more or less.

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:120:E

(Note: Rotate all bearings in the above description 00°09'20" clockwise to obtain highway bearings.)

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

West Valley Building Two, 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 West Valley Building Two, LLC, a Utah limited liability company and that said document was signed by him/her on behalf of said West Valley Building Two, 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.	15-21-351-011
	PIN No.	17869
	Project No.	F-2162(2)1
	Parcel No.	2162:120:C

West Valley Building Two, LLC, a Utah limited liability company, Grantor(s), 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 SW1/4 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 a point in the existing easterly right of way line of 3200 West Street, which point is 1,325.38 feet S.00°00'12"W. along the quarter section line and 2,599.40 feet N.89°54'39"W. and 989.38 feet S.00°00'25"W. from the Center Quarter Corner of said Section 21, said point is also 69.37 feet perpendicularly distant northerly from the control line of said project opposite engineer station 50+63.15; and running thence southeasterly 52.51 feet along the arc of a 39.36-foot radius non-tangent curve to the left, through a central angle of 76°26'18" (Note: radius bears N.76°08'10"E., chord bears S.52°05'11"E. for a distance of 48.70 feet) to the existing northerly right of way line of Parkway Boulevard at a point 39.30 feet perpendicularly distant northerly from the control line of said project opposite engineer station 51+02.13; thence along said existing northerly right of way line the following two (2) courses: (1) S.89°29'42"W. 8.43 feet to the beginning of a 30.00-foot radius non-tangent curve to the right (Note: radius bears N.00°01'13"E.); thence (2) northwesterly 47.12 feet along the arc of said curve, through a central angle of 89°59'12" (Note: chord to said curve bears N.44°59'11"W. for a distance of 42.42 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 104 square feet in area or 0.002 acre, more or less.

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:120:C

(Note: Rotate all bearings in the above description 00°09'20" clockwise to obtain highway bearings.)

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

West Valley Building Two, 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 West Valley Building Two, LLC, a Utah limited liability company and that said document was signed by him/her on behalf of said West Valley Building Two, 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.	15-21-351-011
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:120:E

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

A temporary easement, upon part of an entire tract of property, in the SW1/4 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 1,325.38 feet S.00°00'12"W. along the quarter section line and 2,599.40 feet N.89°54'39"W. and 989.38 feet S.00°00'25"W. and 1.55 feet along the arc of a 39.36-foot radius non-tangent curve to the left, through a central angle of 02°15'12" (Note: radius bears N.76°08'10"E., chord bears S.14°59'26"E. for a distance of 1.55 feet) from the Center Quarter Corner of said Section 21; and running thence S.45°49'23"E. 39.01 feet to a point in a 39.36-foot radius non-tangent curve to the right (Note: radius bears N.14°28'16"E.); thence northwesterly 40.82 feet along the arc of said curve, through a central angle of 59°24'42" (Note: chord bears N.45°49'23"W. for a distance of 39.01 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 136 square feet in area or 0.003 acre, more or less.

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:120:E

(Note: Rotate all bearings in the above description 00°09'20" clockwise to obtain highway bearings.)

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

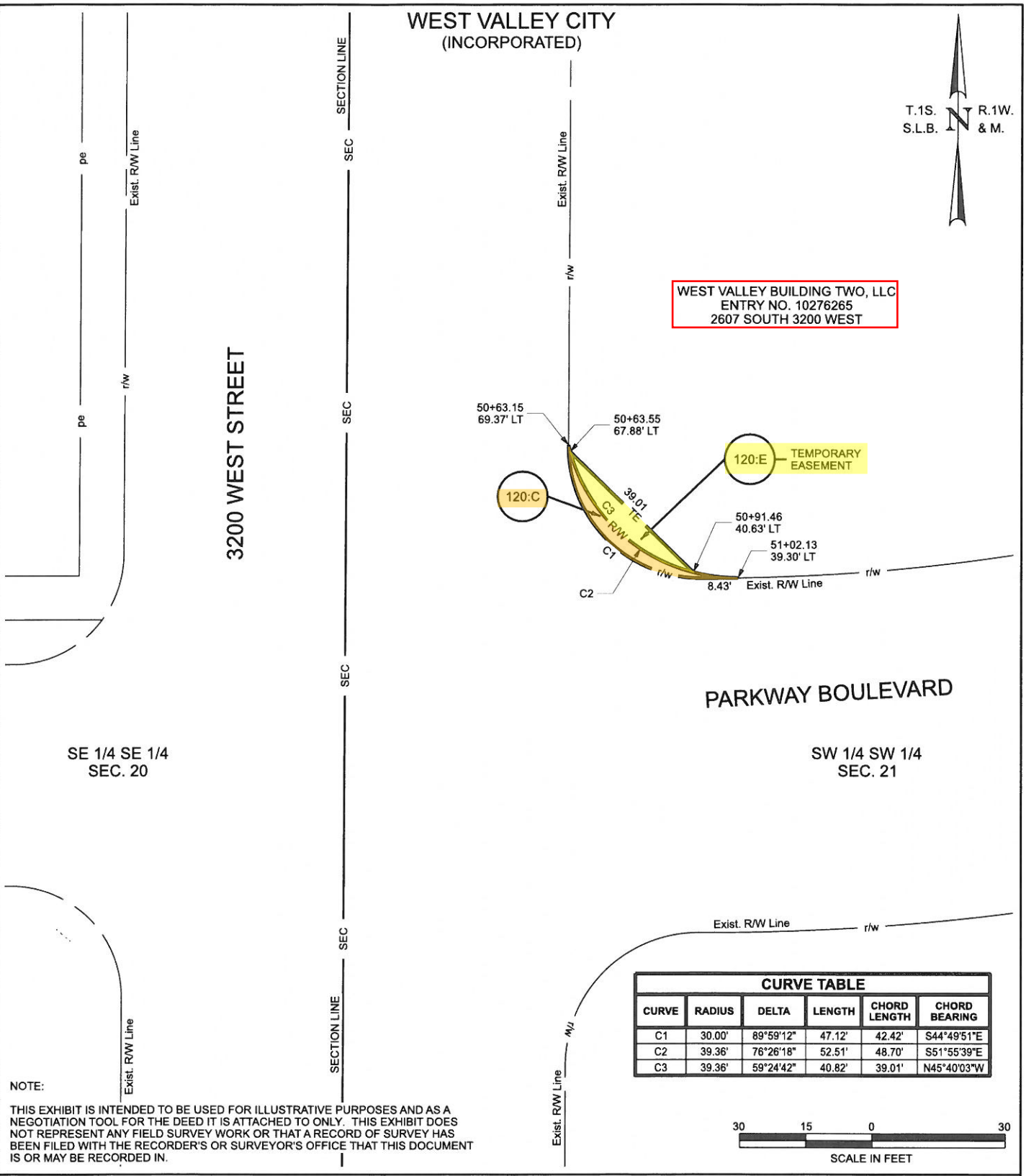
West Valley Building Two, LLC
Limited Liability Company

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

_____
Notary Public



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	30.00'	89°59'12"	47.12'	42.42'	S44°49'51"E
C2	39.36'	76°26'18"	52.51'	48.70'	S51°55'39"E
C3	39.36'	59°24'42"	40.82'	39.01'	N45°40'03"W

30 15 0 30
SCALE IN FEET

NOTE:

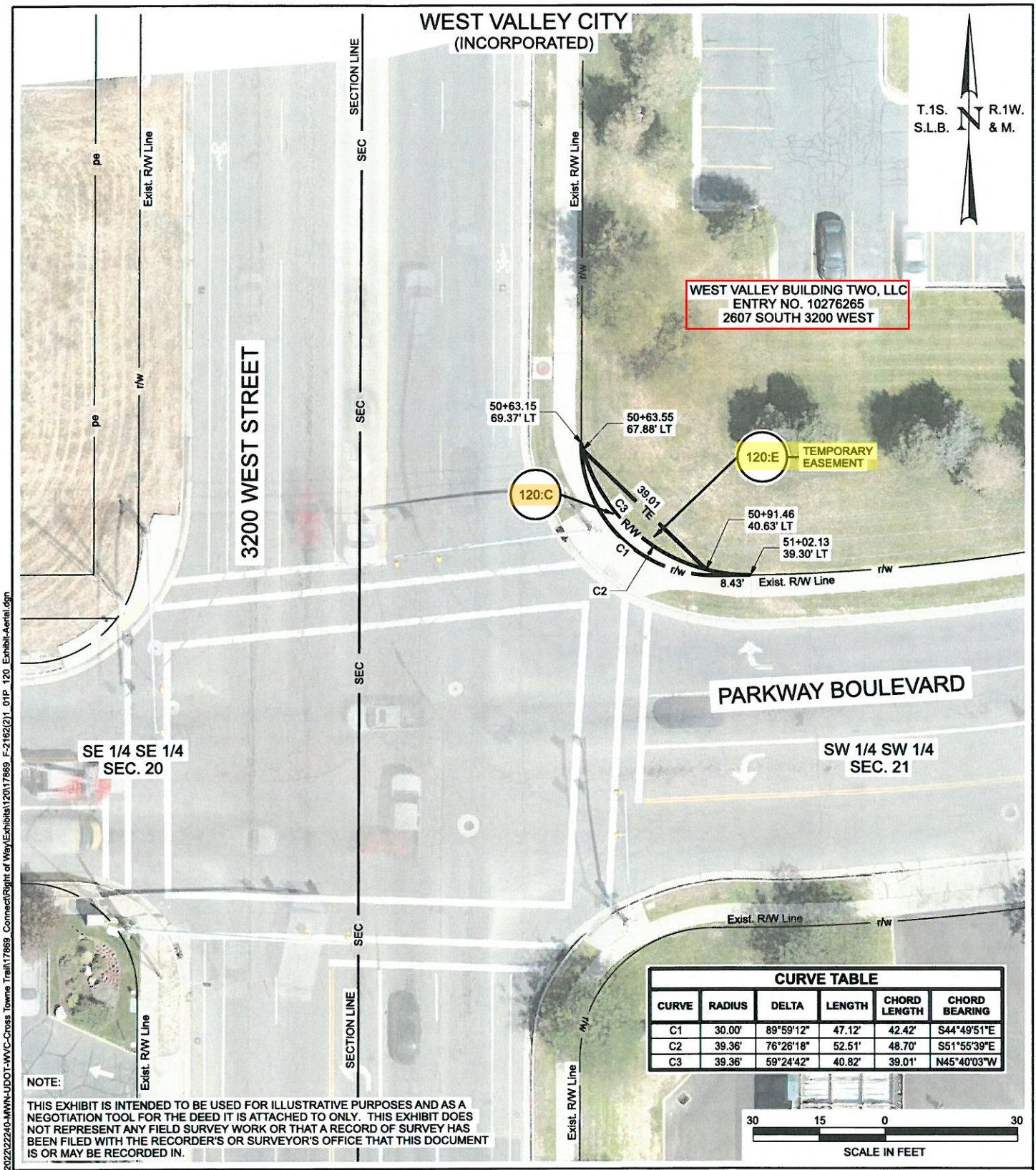
THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED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

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
120:C	WEST VALLEY BUILDING TWO, LLC	0.002	104	NONE	18.654	18.652	NONE
120:E	WEST VALLEY BUILDING TWO, LLC	0.003	136			TEMPORARY	

SHEET NO. 120-EXHIBIT	PARTIAL SUMMARY NO. 02F	PROPERTY OWNER:	WEST VALLEY BUILDING TWO, LLC
PROJECT	CROSS TOWNE TRAIL; 2700 WEST	PROPERTY ADRESS:	2607 SOUTH 3200 WEST
	TO BANGERTER HWY	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2162(2)1 PIN 17869	MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22240-MWN-UDOT-WVC-Cross Towne Trail\17869_Connect\Right of Way\Exhibits\120\17869_F-2162(2)1_01P_120_Exhibit.dgn

7-JUN-2023



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	30.00'	89°59'12"	47.12'	42.42'	S44°49'51"E
C2	39.36'	76°26'18"	52.51'	48.70'	S51°55'39"E
C3	39.36'	59°24'42"	40.82'	39.01'	N45°40'03"W

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
120:C	WEST VALLEY BUILDING TWO, LLC	0.002	104	NONE	18.654	18.652	NONE
120:E	WEST VALLEY BUILDING TWO, LLC	0.003	136			TEMPORARY	

SHEET NO. 120-EXHIBIT	PARTIAL SUMMARY NO. 02F	PROPERTY OWNER:	WEST VALLEY BUILDING TWO, LLC
PROJECT	CROSS TOWNE TRAIL; 2700 WEST	PROPERTY ADRESS:	2607 SOUTH 3200 WEST
	TO BANGERTER HWY	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2162(2)1 PIN 17869	MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22240-MWN-UDOT-WVC-Cross Towne Trail\17869_Connect\Right of Way\Exhibits\120\17869_F-2162(2)1_01P_120_Exhibit-Aerial.dgn

7-JUN-2023

Item #:	
Fiscal Impact:	$12,050.60 (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:

Teamsters, Chauffeurs, Warehousemen and Helpers Local 222, Inc. has signed a Real Estate Purchase Contract and has signed a Warranty Deed and a Temporary Construction Easement for property located at 2641 South 3270 West (15-20-480-003).

BACKGROUND:

The Teamsters, Chauffeurs, Warehousemen and Helpers Local 222, Inc. parcel located at 2641 South 3270 West is one of several parcels affected by the Cross Towne Trail; 2700 West to Bangerter Highway Project. This project will provide for bike lanes on Parkway Boulevard from 2700 West to Bangerter Highway. The project will also construct sidewalks on Parkway Boulevard where they do not currently exist and add new ADA ramps at street intersections on Parkway Boulevard. Compensation for the purchase of the Warranty Deed and Temporary Construction Easement is $178,000.00 based upon the appraisal report 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 $12,050.60.

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement. Authorize the mayor to execute the Real Estate Purchase Contract. Final closing and recording of documents will be handled through 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 CONTRACT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL 222, INC. FOR PROPERTY LOCATED AT 2641 SOUTH 3270 WEST.

WHEREAS, Teamsters, Chauffeurs, Warehousemen and Helpers Local 222, Inc. (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 2641 South 3270 West 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

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 117:C, 117: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: 15-20-480-003
Property Address: 2641 South 3270 West WEST VALLEY CITY UT, 84119
Owner's Address: 2641 South 3270 West,West Valley City,UT,84119
Primary Phone: 801-972-1898 Owner's Home Phone: Owner's Work Phone: (801)972-1898
Owner / Grantor (s): Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc., a corporation

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc., a corporation ("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 $178,000 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

---

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

Grantor's Initials

Project No: F-2162(2)1 Parcel No.(s): 117:C, 117: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: 15-20-480-003
Property Address: 2641 South 3270 West WEST VALLEY CITY UT, 84119
Owner's Address: 2641 South 3270 West,West Valley City,UT,84119
Primary Phone: 801-972-1898 Owner's Home Phone: Owner's Work Phone: (801)972-1898
Owner / Grantor (s): Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc., a corporation

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 shall restore damage to the sod and sprinklers within the easement area.

Grantor's Initials

West Valley City
REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 117:C, 117: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: 15-20-480-003
Property Address: 2641 South 3270 West WEST VALLEY CITY UT, 84119
Owner's Address: 2641 South 3270 West,West Valley City,UT,84119
Primary Phone: 801-972-1898 Owner's Home Phone: Owner's Work Phone: (801)972-1898
Owner / Grantor (s): Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc., a corporation

SIGNATURE PAGE TO
WEST VALLEY CITY
REAL ESTATE PURCHASE CONTRACT

Authorized Signature(s):

100% Print Name: Spencer Hosma Teamsters, Chauffeurs, Warehousemen and Helpers Lo — 11/10/2023 Date

WEST VALLEY CITY

Karen Lang, West Valley City Mayor — Date

Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 117:C, 117: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: 15-20-480-003
Property Address: 2641 South 3270 West WEST VALLEY CITY UT, 84119
Owner's Address: 2641 South 3270 West,West Valley City,UT,84119
Primary Phone: 801-972-1898 Owner's Home Phone: Owner's Work Phone: (801)972-1898
Owner / Grantor (s): Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc., a corporation

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

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

Warranty Deed

(Corporation)

Salt Lake County

Tax ID No.	15-20-480-003
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:117:C

Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc., a Corporation, Grantor(s), hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, a Municipal Corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd, West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the construction and improvements of the existing Parkway Boulevard known as Project No. F-2162(2)1, being part of an entire tract of property situate in the SE1/4 SE1/4 of Section 20, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing westerly right of way line of 3200 West Street, which point is 2,020.62 feet S.00°04'25"E. along the Section line and 49.92 feet (50.00 feet by record) S.89°44'20"W. and 298.58 feet S.00°04'48"E. from the Northeast corner of the Southeast quarter of said Section 20, said point is also 69.50 feet perpendicularly distant northerly from the control line of said project opposite engineer station 49+63.15; and running thence S.00°04'48"E. 24.83 feet along said existing westerly right of way line to the existing northerly right of way line of Parkway Boulevard at the beginning of a 25.00-foot radius curve to the right; thence along said existing northerly right of way line the following three (3) courses: (1) southwesterly 39.19 feet along the arc of said curve, through a central angle of 89°49'08" (Note: Chord to said curve bears S.44°49'46"W. for a distance of 35.30 feet); thence (2) S.89°44'20"W. 326.37 feet to the beginning of a 25.00-foot radius non-tangent curve to the right (Note: Radius bears N.00°10'27"W.); thence (3) northwesterly 39.33 feet along the arc of said curve, through a central angle of 90°07'49" (Note: Chord to said curve bears N.45°06'33"W. for a distance of 35.40 feet) to the existing easterly right of way line of 3270 West Street; thence N.00°02'38"W. 9.96 feet along said existing easterly right of way line to a point 54.50 feet perpendicularly distant northerly from said control line opposite engineer station 45+86.79; thence S.29°36'57"E. 14.73 feet to a point 41.67 feet perpendicularly distant northerly from said control line

Continued on Page 2

opposite engineer station 45+94.02; thence S.84°43'17"E. 17.41 feet to a point 40.00 feet perpendicularly distant northerly from said control line opposite engineer station 46+11.35; thence N.89°47'06"E. 321.65 feet along a line parallel with said control line to a point opposite engineer station 49+33.00; thence N.45°24'35"E. 42.18 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 7,926 square feet in area or 0.182 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'33" clockwise to obtain highway bearings.)

Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc.

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

_____
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 Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc., a Corporation and that said document was signed by him/her on behalf of said Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc. 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

(Corporation)

Salt Lake County

Tax ID No.	15-20-480-003
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:117:E

Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc., a Corporation, Grantor 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 SE1/4 of Section 20, 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 3200 West Street, which point is 2,020.62 feet S.00°04'25"E. along the Section line and 49.92 feet (50.00 feet by record) S.89°44'20"W. and 298.58 feet S.00°04'48"E. from the Northeast corner of the Southeast quarter of said Section 20; and running thence S.45°24'35"W. 42.18 feet; thence S.89°47'06"W. 321.65 feet; thence N.84°43'17"W. 17.41 feet; thence N.29°36'57"W. 14.73 feet to the existing easterly right of way line of 3270 West Street; thence N.00°02'38"W. 5.00 feet along said existing easterly right of way line; thence S.38°22'06"E. 16.67 feet; thence S.84°43'17"E. 14.56 feet; thence N.89°47'06"E. 319.37 feet; thence N.45°24'35"E. 45.06 feet to said existing westerly right of way line; thence S.00°04'48"E. 7.01 feet along said existing westerly 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 easement upon part of an entire tract of property contains 1,962 square feet in area or 0.045 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'33" clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:117:E

Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc.

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

_____
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 Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc., a Corporation and that said document was signed by him/her on behalf of said Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc. 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

(Corporation)

Salt Lake County

Tax ID No.	15-20-480-003
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:117:C

Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc., a Corporation, Grantor(s), hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, a Municipal Corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd, West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the construction and improvements of the existing Parkway Boulevard known as Project No. F-2162(2)1, being part of an entire tract of property situate in the SE1/4 SE1/4 of Section 20, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing westerly right of way line of 3200 West Street, which point is 2,020.62 feet S.00°04'25"E. along the Section line and 49.92 feet (50.00 feet by record) S.89°44'20"W. and 298.58 feet S.00°04'48"E. from the Northeast corner of the Southeast quarter of said Section 20, said point is also 69.50 feet perpendicularly distant northerly from the control line of said project opposite engineer station 49+63.15; and running thence S.00°04'48"E. 24.83 feet along said existing westerly right of way line to the existing northerly right of way line of Parkway Boulevard at the beginning of a 25.00-foot radius curve to the right; thence along said existing northerly right of way line the following three (3) courses: (1) southwesterly 39.19 feet along the arc of said curve, through a central angle of 89°49'08" (Note: Chord to said curve bears S.44°49'46"W. for a distance of 35.30 feet); thence (2) S.89°44'20"W. 326.37 feet to the beginning of a 25.00-foot radius non-tangent curve to the right (Note: Radius bears N.00°10'27"W.); thence (3) northwesterly 39.33 feet along the arc of said curve, through a central angle of 90°07'49" (Note: Chord to said curve bears N.45°06'33"W. for a distance of 35.40 feet) to the existing easterly right of way line of 3270 West Street; thence N.00°02'38"W. 9.96 feet along said existing easterly right of way line to a point 54.50 feet perpendicularly distant northerly from said control line opposite engineer station 45+86.79; thence S.29°36'57"E. 14.73 feet to a point 41.67 feet perpendicularly distant northerly from said control line

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:117:C

opposite engineer station 45+94.02; thence S.84°43'17"E. 17.41 feet to a point 40.00 feet perpendicularly distant northerly from said control line opposite engineer station 46+11.35; thence N.89°47'06"E. 321.65 feet along a line parallel with said control line to a point opposite engineer station 49+33.00; thence N.45°24'35"E. 42.18 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 7,926 square feet in area or 0.182 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'33" clockwise to obtain highway bearings.)

Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc.

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

Signature

Spencer Hogue, Secretary-Treasurer
Print Name and Title

On this 10 day of November, in the year 2023, before me personally appeared, Spencer Hogue, 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 Treasurer: Secretary of Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc., a Corporation and that said document was signed by him/her on behalf of said Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc. by Authority of its bylaws & election report.

Notary Public

TAMMY EVANS
Notary Public
State of Utah
My Commission Expires 4/10/2024
COMMISSION NO. 711474

Prepared by: (TJB) Meridian Engineering, Inc. 01P - 4/19/2023 COMPANY RW-01C (11-01-03)

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

Temporary Construction Easement

(Corporation)

Salt Lake County

Tax ID No.	15-20-480-003
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:117:E

Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc., a Corporation, Grantor 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 SE1/4 of Section 20, 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 3200 West Street, which point is 2,020.62 feet S.00°04'25"E. along the Section line and 49.92 feet (50.00 feet by record) S.89°44'20"W. and 298.58 feet S.00°04'48"E. from the Northeast corner of the Southeast quarter of said Section 20; and running thence S.45°24'35"W. 42.18 feet; thence S.89°47'06"W. 321.65 feet; thence N.84°43'17"W. 17.41 feet; thence N.29°36'57"W. 14.73 feet to the existing easterly right of way line of 3270 West Street; thence N.00°02'38"W. 5.00 feet along said existing easterly right of way line; thence S.38°22'06"E. 16.67 feet; thence S.84°43'17"E. 14.56 feet; thence N.89°47'06"E. 319.37 feet; thence N.45°24'35"E. 45.06 feet to said existing westerly right of way line; thence S.00°04'48"E. 7.01 feet along said existing westerly 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 easement upon part of an entire tract of property contains 1,962 square feet in area or 0.045 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'33" clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:117:E

Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc.

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

Signature

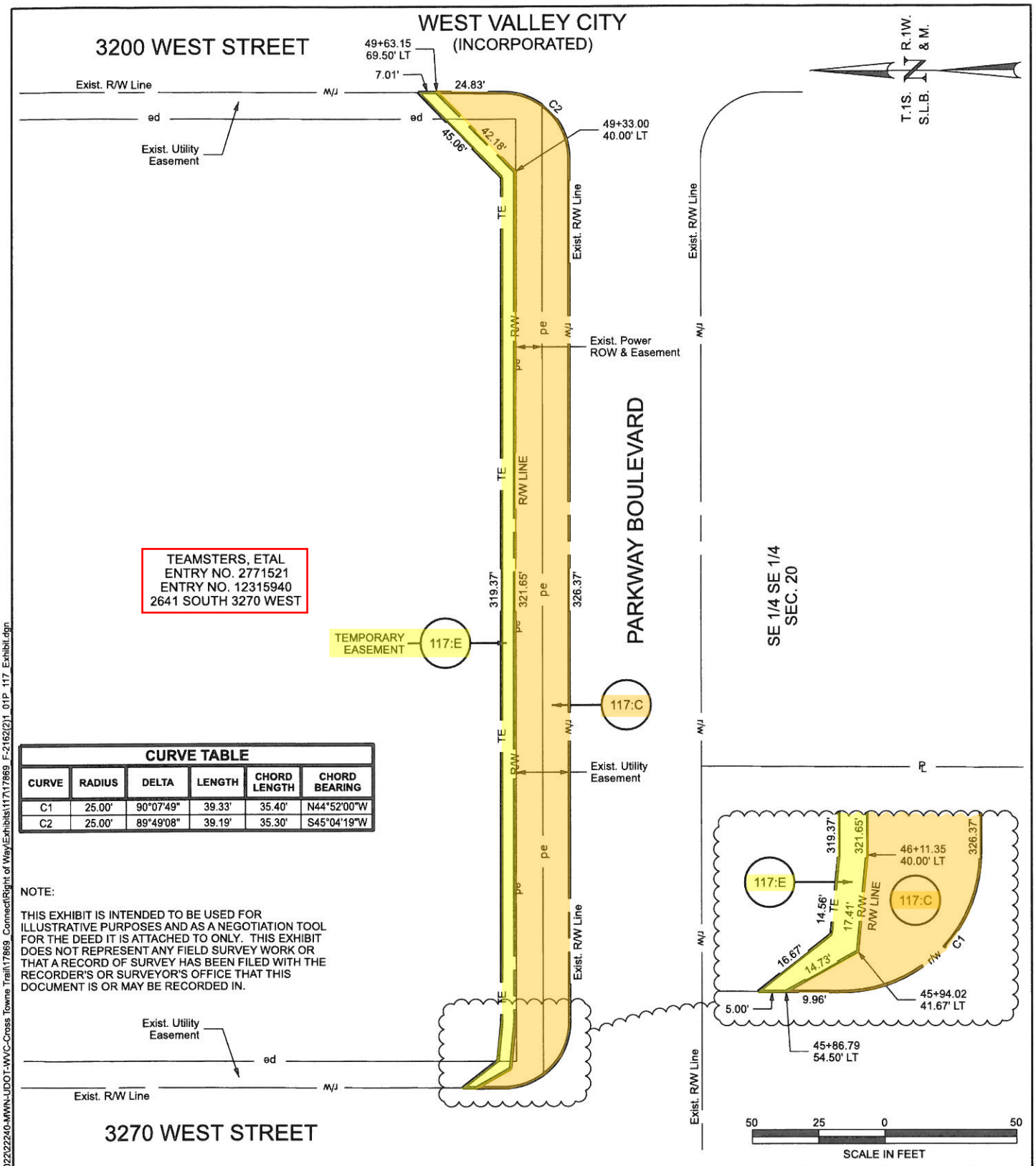
Spencer Hogue, Secretary-Treasurer
Print Name and Title

On this 10 day of November, in the year 2023, before me personally appeared, Spencer Hogue, 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 secretary treasurer of Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc., a Corporation and that said document was signed by him/her on behalf of said Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 222, Inc. by Authority of its By laws & creation repor.

Tammy Evans
Notary Public

TAMMY EVANS
Notary Public
State of Utah
My Commission Expires 4/10/2024
COMMISSION NO. 711474

Prepared by: (TJB) Meridian Engineering, Inc. 01P - 4/19/2023 COMPANY RW-09C (11-01-03)



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	25.00'	90°07'49"	39.33'	35.40'	N44°52'00"W
C2	25.00'	89°49'08"	39.19'	35.30'	S45°04'19"W

NOTE:

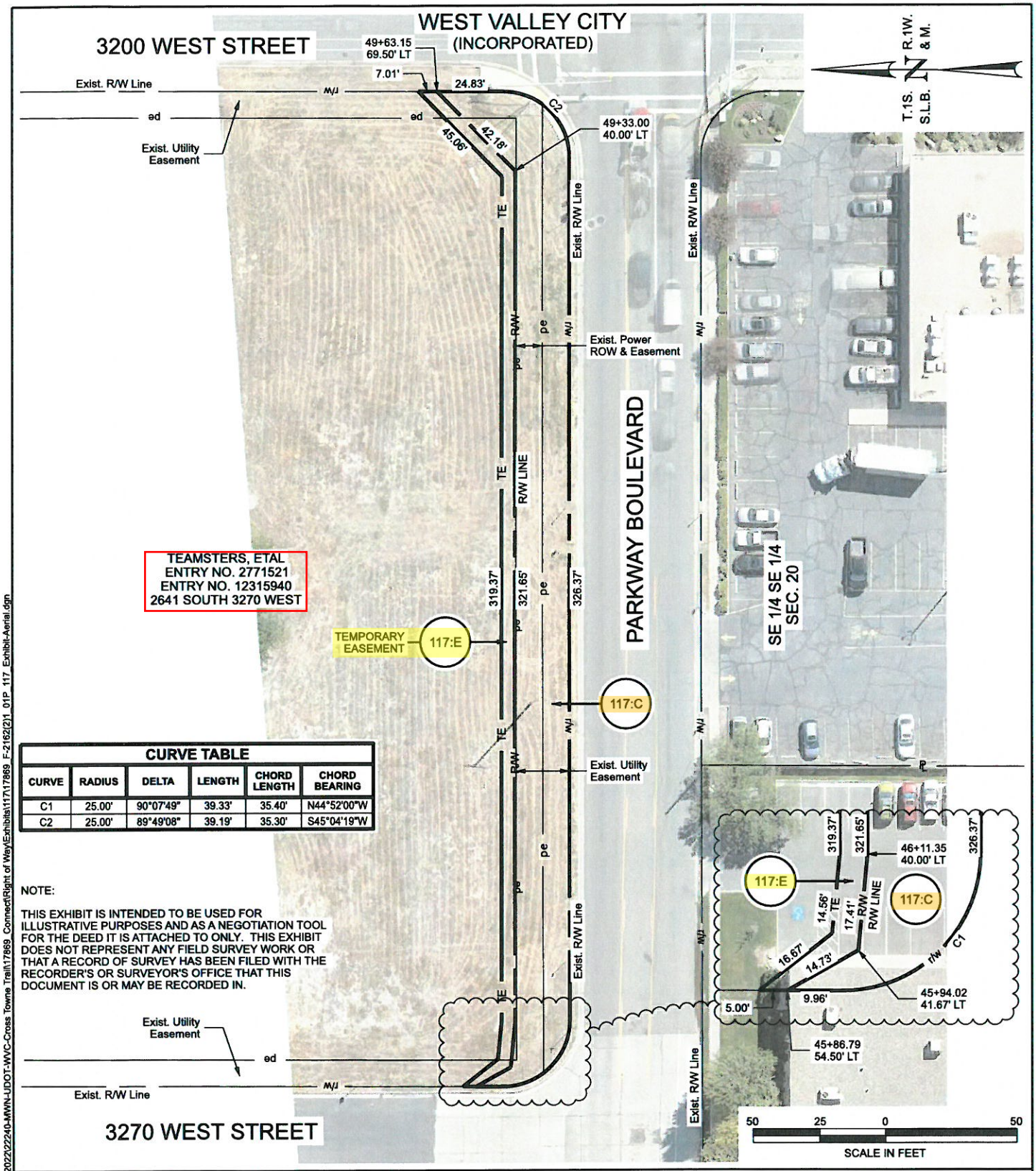
THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED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

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
117:C	TEAMSTERS, ETAL	0.182	7,926	NONE	4.000	3.818	NONE
117:E	TEAMSTERS, ETAL	0.045	1,962			TEMPORARY	

SHEET NO. 117-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	TEAMSTERS, ETAL
PROJECT	CROSS TOWNE TRAIL; 2700 WEST	PROPERTY ADRESS:	2641 SOUTH 3270 WEST
	TO BANGERTER HWY	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2162(2)1 PIN 17869	MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\222240-MWN-UDOT-WV\C-Cross Towne Trail\17869_ConnectRight of Way\Exhibits\117\117869_F-2162(2)1_01P_117_Exhibit.dgn

21-APR-2023



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	25.00'	90°07'49"	39.33'	35.40'	N44°52'00"W
C2	25.00'	89°49'08"	39.19'	35.30'	S45°04'19"W

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	TEAMSTERS, ETAL	0.182	7,926	NONE	4.000	3.818	NONE
117:E	TEAMSTERS, ETAL	0.045	1,962			TEMPORARY	

SHEET NO. 117-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	TEAMSTERS, ETAL
PROJECT	CROSS TOWNE TRAIL; 2700 WEST TO BANGERTER HWY	PROPERTY ADRESS:	2641 SOUTH 3270 WEST
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\117\17869_F-2162(2)1_01P_117_Exhibit-Aerial.dgn

21-APR-2023

Item #:	
Fiscal Impact:	$1,144.13 (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:

Russell G. Murray has signed a Real Estate Purchase Contract, a Warranty Deed and a Temporary Construction Easement for property located at 3148 W. Lancer Way (15-33-105-035).

BACKGROUND:

The Russell G. Murray parcel located at 3148 W. Lancer Way 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 $16,900.00 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 $1,144.13.

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 RUSSELL G. MURRAY FOR PROPERTY LOCATED AT 3148 WEST 3650 SOUTH.

WHEREAS, Russell G. Murray (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 3148 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): 106:C, 106: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: 15-33-105-035
Property Address: 3148 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 3148 West 3650 South,WEST VALLEY CITY,UT,84119
Primary Phone: 801-891-2648 Owner's Home Phone: (801)891-2648 Owner's Work Phone:
Owner / Grantor (s): Russell G. Murray, single man

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Russell G. Murray, single man ("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 106:C, 106:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $16,900 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): **Deciduous Tree (18" dia) and Deciduous Tree (30" dia) in the amount of $2,834.00 which is included in the Total Purchase Price.**

3. SETTLEMENT AND CLOSING.

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

---

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 106:C, 106: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: 15-33-105-035
Property Address: 3148 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 3148 West 3650 South,WEST VALLEY CITY,UT,84119
Primary Phone: 801-891-2648 Owner's Home Phone: (801)891-2648 Owner's Work Phone:
Owner / Grantor (s): Russell G. Murray, single man

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): The contractor will repair/replace any impacted sod and sprinkler lines within the temporary construction easement as part of the project.
11(b): Owner acknowledges receiving payment for the following improvements acquired: Concrete Driveway (80 SF), Lawn (200 SF) in the amount of $1,000.00 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): 106:C, 106: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: 15-33-105-035
Property Address: 3148 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 3148 West 3650 South,WEST VALLEY CITY,UT,84119
Primary Phone: 801-891-2648 Owner's Home Phone: (801)891-2648 Owner's Work Phone:
Owner / Grantor (s): Russell G. Murray, single man

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% Russell G Murray - OWNER(s) 11-07-13 Date _____ 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): 106:C, 106: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: 15-33-105-035
Property Address: 3148 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 3148 West 3650 South,WEST VALLEY CITY,UT,84119
Primary Phone: 801-891-2648 Owner's Home Phone: (801)891-2648 Owner's Work Phone:
Owner / Grantor (s): Russell G. Murray, single man

Exhibit A
(Attach conveyance documents)

RGM

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.	15-33-105-035
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:106:C

Russell G. Murray, single man, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to the 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 16 of The Cottages P.U.D. recorded as Entry No. 9142730 of the Salt Lake County Recorder's Office, situate in the NW1/4 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 southwest corner of said Lot 16 in the existing northerly right of way line of said Lancer Way which corner is 1321.28 feet S.00°00'20"E. along the section line and 234.37 feet S.89°59'40"E. from the Northwest Corner of said Section 33; and running thence N.00°04'27"W. 3.34 feet along the westerly lot line of said entire tract to a line parallel with and 33.00 feet perpendicularly distant northerly from the project control line; thence N.89°55'49"E. 83.80 feet along said parallel line to a point in the easterly lot line of said entire tract; thence S.00°00'20"W. 3.36 feet along said easterly lot line to a point in said northerly right of way line; thence S.89°56'20"W. 83.79 feet along said northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 281 square feet or 0.006 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°00'04" 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.

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:106:C

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

_____
Russell G. Murray

On this _____ day of _____, in the year 20_____, before me personally appeared, Russell G. Murray, single man, 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.	15-33-105-035
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:106:E

Russell G. Murray, single man, 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 16 of The Cottages P.U.D. recorded as Entry No. 9142730 of the Salt Lake County Recorder's Office, situate in the NW1/4 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 lot line of said Lot 16 which is 3.34 feet N.00°04'27"W. from the Southwest Corner of said Lot 16, and running thence N.00°04'27"W. 16.00 feet along said westerly lot line; thence N.89°55'49"E. 20.64 feet; thence S.00°04'11"E. 6.00 feet; thence N.89°55'49"E. 47.50 feet; thence N.00°04'11"W. 11.00 feet; thence N.89°55'49"E. 15.69 feet to a point in the easterly lot line of said Lot 16; thence S.00°00'20"W. 21.00 feet along said lot line; thence S.89°55'49"W. 83.80 feet to the point of beginning. The above described easement contains 1,134 square feet or 0.026 acres in area, more or less.

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

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:106:E

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

_____
Russell G. Murray

_____

On this _____ day of _____, in the year 20_____, before me personally appeared, Russell G. Murray, single man, 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.	15-33-105-035
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:106:C

Russell G. Murray, single man, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to the 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 16 of The Cottages P.U.D. recorded as Entry No. 9142730 of the Salt Lake County Recorder's Office, situate in the NW1/4 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 southwest corner of said Lot 16 in the existing northerly right of way line of said Lancer Way which corner is 1321.28 feet S.00°00'20"E. along the section line and 234.37 feet S.89°59'40"E. from the Northwest Corner of said Section 33; and running thence N.00°04'27"W. 3.34 feet along the westerly lot line of said entire tract to a line parallel with and 33.00 feet perpendicularly distant northerly from the project control line; thence N.89°55'49"E. 83.80 feet along said parallel line to a point in the easterly lot line of said entire tract; thence S.00°00'20"W. 3.36 feet along said easterly lot line to a point in said northerly right of way line; thence S.89°56'20"W. 83.79 feet along said northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 281 square feet or 0.006 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°00'04" 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.

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:106:C

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

Russell G. Murray

On this 7th day of November, in the year 2023, before me personally appeared, Russell G. Murray, single man, 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

Temporary Construction Easement

(Individual)

Salt Lake County

Tax ID No.	15-33-105-035
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:106:E

Russell G. Murray, single man, 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 16 of The Cottages P.U.D. recorded as Entry No. 9142730 of the Salt Lake County Recorder's Office, situate in the NW1/4 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 lot line of said Lot 16 which is 3.34 feet N.00°04'27"W. from the Southwest Corner of said Lot 16, and running thence N.00°04'27"W. 16.00 feet along said westerly lot line; thence N.89°55'49"E. 20.64 feet; thence S.00°04'11"E. 6.00 feet; thence N.89°55'49"E. 47.50 feet; thence N.00°04'11"W. 11.00 feet; thence N.89°55'49"E. 15.69 feet to a point in the easterly lot line of said Lot 16; thence S.00°00'20"W. 21.00 feet along said lot line; thence S.89°55'49"W. 83.80 feet to the point of beginning. The above described easement contains 1,134 square feet or 0.026 acres in area, more or less.

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

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:106:E

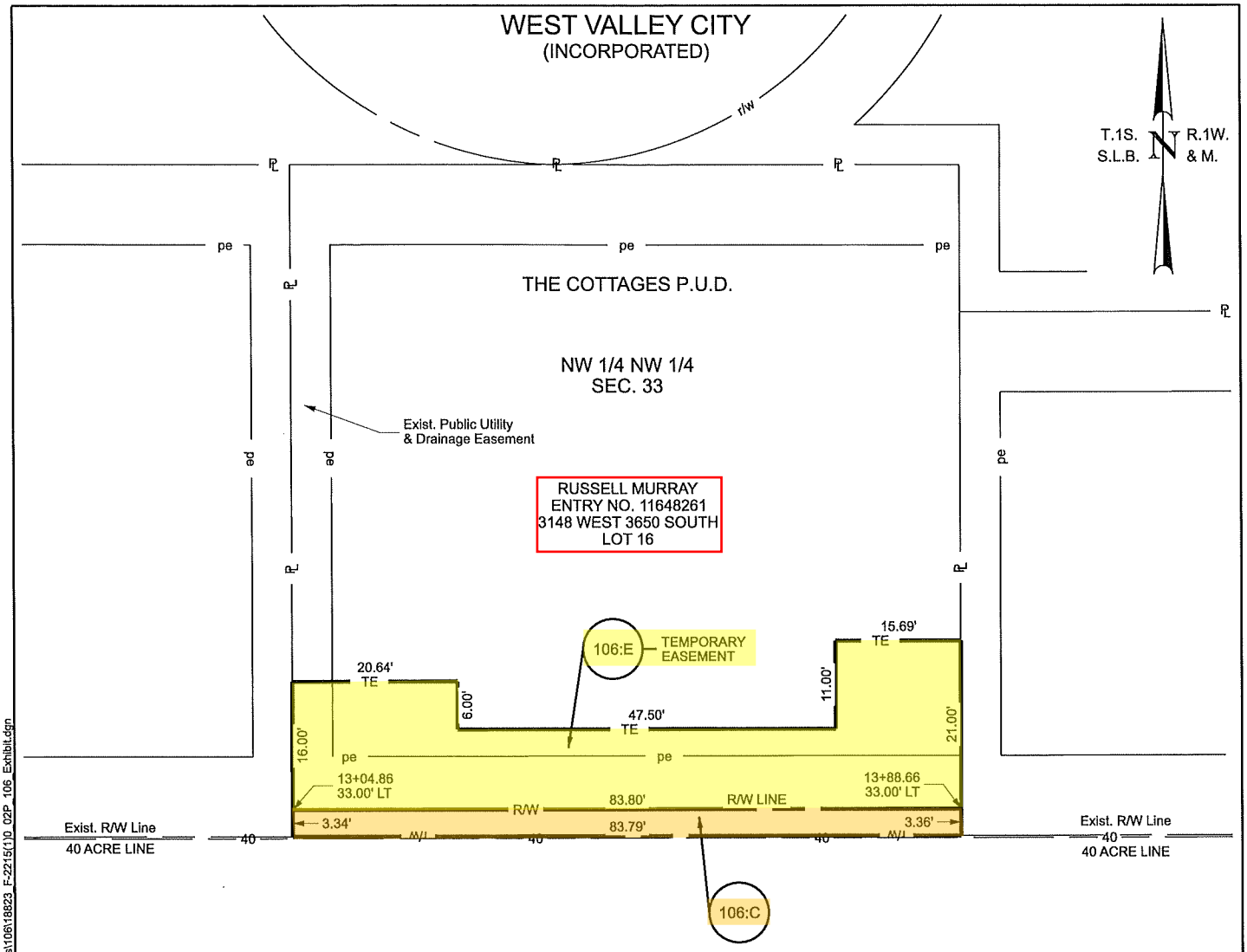
STATE OF Utah)
) ss.
)
COUNTY OF Salt Lake)

Russell G. Murray

On this 7th day of November, in the year 2023, before me personally appeared, Russell G. Murray, single man, 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



NOTE:

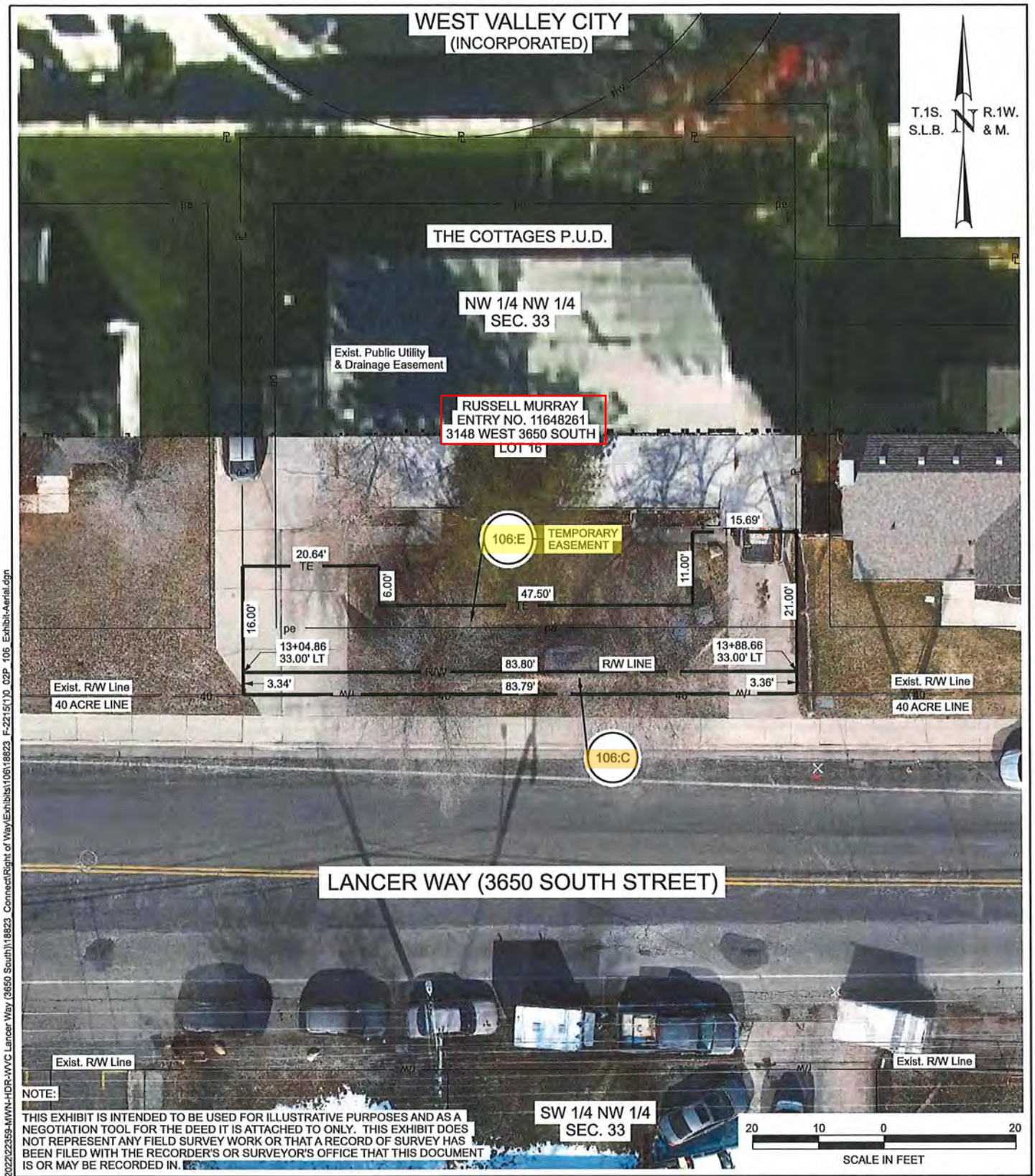
THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED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

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
106:C	RUSSELL MURRAY	0.006	281	NONE	0.161	0.155	NONE
106:E	RUSSELL MURRAY	0.026	1,134			TEMPORARY	

SHEET NO. 106-EXHIBIT	PARTIAL SUMMARY NO. 02P	PROPERTY OWNER:	RUSSELL MURRAY
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	3148 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_ConnectRight of Way\Exhibits\106\18823_F-2215(1)0_02P_106_Exhibit.dgn

20-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
106:C	RUSSELL MURRAY	0.006	281	NONE	0.161	0.155	NONE
106:E	RUSSELL MURRAY	0.026	1,134			TEMPORARY	

SHEET NO. 106-EXHIBIT	PARTIAL SUMMARY NO. 02P	PROPERTY OWNER:	RUSSELL MURRAY
PROJECT: 3650 SOUTH; 2700 WEST TO 3200 WEST		PROPERTY ADDRESS:	3148 WEST 3650 SOUTH
PROJECT NUMBER: F-2215(1)0	PIN: 18823	UTAH DEPARTMENT OF TRANSPORTATION	

DGN File: U:\Projects\2022\22359-MWN-HDR-WVC Lancer Way (3650 South)\18823_Connect\Right of Way\Exhibits\106\18823_F-2215(1)0_02P_106_Exhibit-Aerial.dgn
20-JUL-2023

HDR ENGINEERING, INC.

Item #:	
Fiscal Impact:	$1,076.43 (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:

Russell Murray has signed a Real Estate Purchase Contract, a Warranty Deed and a Temporary Construction Easement for property located at 3150 W. Lancer Way (15-33-105-034).

BACKGROUND:

The Russell Murray parcel located at 3150 W. Lancer Way 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 $15,900.00 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 $1,076.43.

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 RUSSELL G. MURRAY FOR PROPERTY LOCATED AT 3150 WEST 3650 SOUTH.

WHEREAS, Russell G. Murray (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 3150 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): 104:C, 104: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: 15-33-105-034
Property Address: 3150 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 8285 South Piney Ct,WEST JORDAN,UT,84088
Primary Phone: 801-891-2648 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Russell Murray

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Russell Murray ("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 104:C, 104:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $15,900 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): **Gravel (360 SF) in the amount of $1,224.00 which is included in the Total Purchase Price.**

3. SETTLEMENT AND CLOSING.

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

---

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

RM

Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 104:C, 104: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: 15-33-105-034
Property Address: 3150 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 8285 South Piney Ct,WEST JORDAN,UT,84088
Primary Phone: 801-891-2648 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Russell Murray

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 temporary construction easement as part of the project.

RM
Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 104:C, 104: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: 15-33-105-034
Property Address: 3150 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 8285 South Piney Ct,WEST JORDAN,UT,84088
Primary Phone: 801-891-2648 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Russell Murray

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):

_____ 11-07-24 _____ _____

100% Russell Murray - OWNER(s) Date Date

WEST VALLEY CITY

_____ _____

Date

Local Government Authority

Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 104:C, 104: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: 15-33-105-034
Property Address: 3150 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 8285 South Piney Ct,WEST JORDAN,UT,84088
Primary Phone: 801-891-2648 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Russell Murray

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

EXHIBIT A

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

Warranty Deed

(Individual)

Salt Lake County

Tax ID No.	15-33-105-034
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:104:C

Russell Murray, Grantor(s), of West Jordan, 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 15 of The Cottages P.U.D. recorded as Entry No. 9142730 of the Salt Lake County Recorder's Office, situate in the NW1/4 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 southwest corner of said Lot 15 in the existing northerly right of way line of said Lancer Way which corner is 1,321.36 feet S.00°00'20"W. along the section line and 161.90 feet S.89°59'40"E. from the Northwest Corner of said Section 33; and running thence N.00°00'20"E. 3.33 feet along the westerly boundary line of said Lot 15 to a point in a line parallel with and 33.00 feet perpendicularly distant northerly from the project control line; thence N.89°55'49"E. 72.46 feet along said parallel line to a point in the easterly boundary line of said Lot 15; thence S.00°04'27"E. 3.34 feet along said easterly boundary line to the southeast corner of said Lot 15; thence S.89°56'20"W. 72.47 feet along said northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 242 square feet or 0.005 acre in area, more or less.

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

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:104: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 _____)
) ss.
)
COUNTY OF _____)

_____
Russell Murray

On this _____ day of _____, in the year 20_____, before me personally appeared, Russell Murray, 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.	15-33-105-034
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:104:E

Russell Murray, Grantor(s), of West Jordan, 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 15 of The Cottages P.U.D. recorded as Entry No. 9142730 of the Salt Lake County Recorder's Office, situate in the NW1/4 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 Lot 15 which is 3.33 feet N.00°00'20"E. from the southwest corner of said Lot 15; and running thence N.00°00'20"E. 14.00 feet along said westerly boundary line; thence N.89°55'49"E. 13.58 feet; thence N.00°04'11"W. 15.50 feet; thence N.89°55'49"E. 22.50 feet; thence S.00°04'11"E. 15.50 feet; thence N.89°55'49"E. 27.00 feet; thence N.00°04'11"W. 12.50 feet; thence N.89°55'49"E. 9.36 feet to a point in the easterly boundary line of said Lot 15; thence S.00°04'27"E. 26.50 feet along said easterly boundary line; thence S.89°55'49"W. 72.46 feet to the point of beginning. The above described easement contains 1,480 square feet or 0.034 acres in area, more or less.

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

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:104:E

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

_____
Russell Murray

On this _____ day of _____, in the year 20_____, before me personally appeared, Russell Murray, 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.	15-33-105-034
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:104:C

Russell Murray, Grantor(s), of West Jordan, 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 15 of The Cottages P.U.D. recorded as Entry No. 9142730 of the Salt Lake County Recorder's Office, situate in the NW1/4 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 southwest corner of said Lot 15 in the existing northerly right of way line of said Lancer Way which corner is 1,321.36 feet S.00°00'20"W. along the section line and 161.90 feet S.89°59'40"E. from the Northwest Corner of said Section 33; and running thence N.00°00'20"E. 3.33 feet along the westerly boundary line of said Lot 15 to a point in a line parallel with and 33.00 feet perpendicularly distant northerly from the project control line; thence N.89°55'49"E. 72.46 feet along said parallel line to a point in the easterly boundary line of said Lot 15; thence S.00°04'27"E. 3.34 feet along said easterly boundary line to the southeast corner of said Lot 15; thence S.89°56'20"W. 72.47 feet along said northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 242 square feet or 0.005 acre in area, more or less.

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

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:104: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)

Russell Murray

On this 7th day of November, in the year 2023, before me personally appeared, Russell Murray, 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.	15-33-105-034
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:104:E

Russell Murray, Grantor(s), of West Jordan, 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 15 of The Cottages P.U.D. recorded as Entry No. 9142730 of the Salt Lake County Recorder's Office, situate in the NW1/4 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 Lot 15 which is 3.33 feet N.00°00'20"E. from the southwest corner of said Lot 15; and running thence N.00°00'20"E. 14.00 feet along said westerly boundary line; thence N.89°55'49"E. 13.58 feet; thence N.00°04'11"W. 15.50 feet; thence N.89°55'49"E. 22.50 feet; thence S.00°04'11"E. 15.50 feet; thence N.89°55'49"E. 27.00 feet; thence N.00°04'11"W. 12.50 feet; thence N.89°55'49"E. 9.36 feet to a point in the easterly boundary line of said Lot 15; thence S.00°04'27"E. 26.50 feet along said easterly boundary line; thence S.89°55'49"W. 72.46 feet to the point of beginning. The above described easement contains 1,480 square feet or 0.034 acres in area, more or less.

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

Continued on Page 2

PIN No. 18823
Project No. F-2215(1)0
Parcel No. 2215:104:E

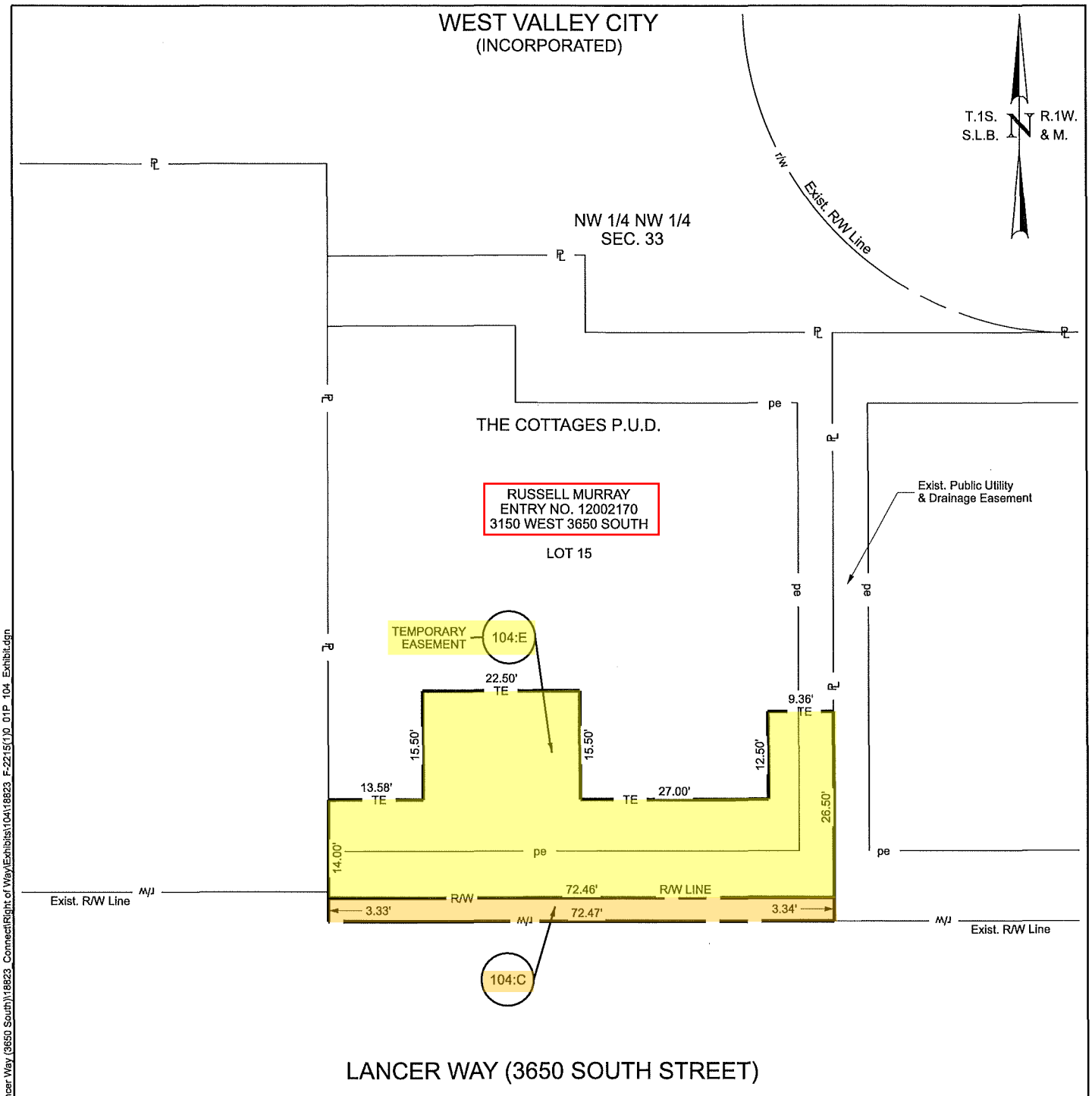
STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Russell Murray

On this 7th day of November, in the year 2023, before me personally appeared, Russell Murray, 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



NOTE:

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

SW 1/4 NW 1/4
SEC. 33

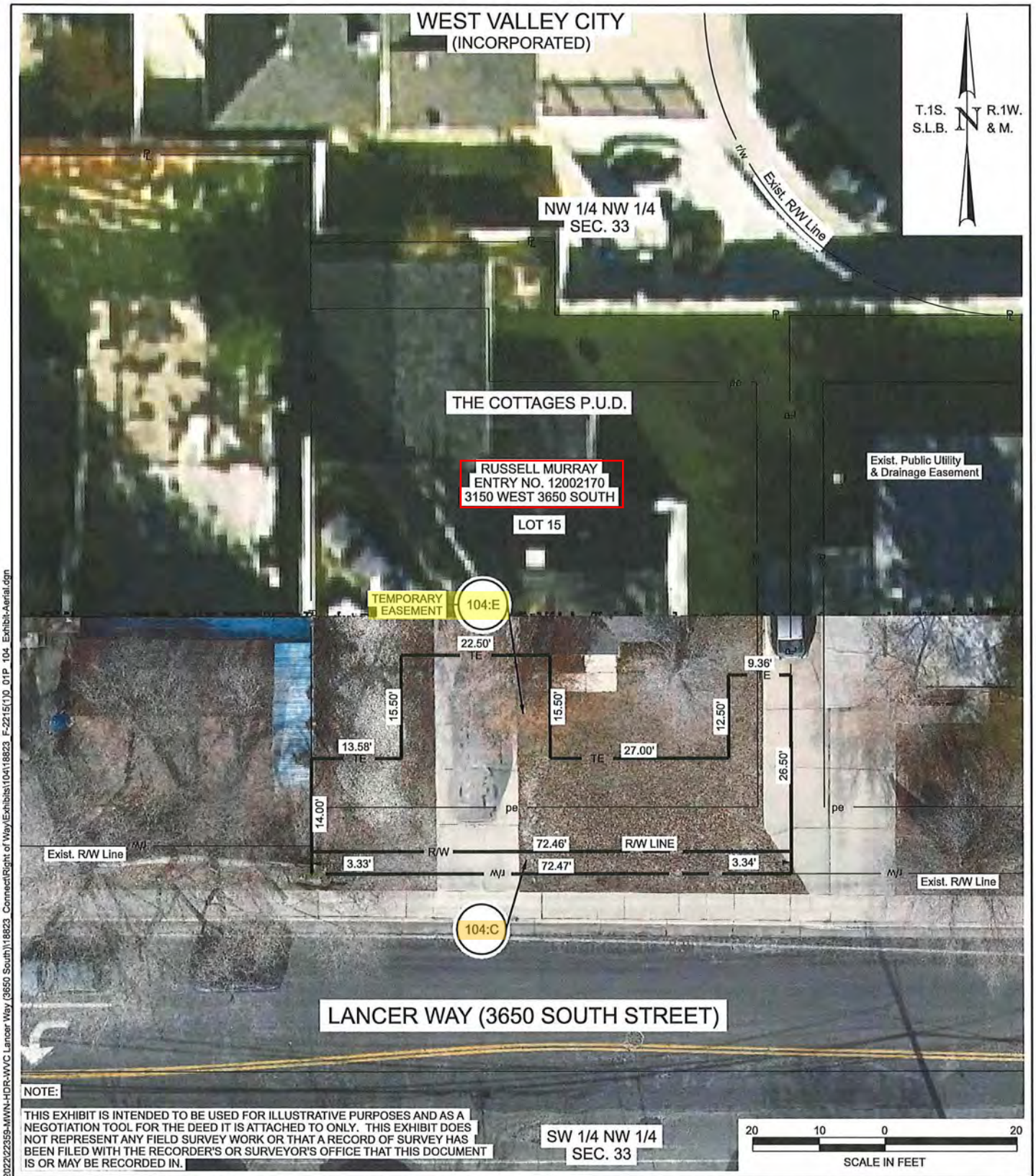
20 10 0 20
SCALE IN FEET

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
104:C	RUSSELL MURRAY	0.005	242	NONE	0.15	0.145	NONE
104:E	RUSSELL MURRAY	0.034	1,480			TEMPORARY	

SHEET NO. 104-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	RUSSELL MURRAY
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	3150 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_ConnectRight of Way\Exhibits\104\18823_F-2215(1)0_01P_104_Exhibit.dgn

6-JUL-2023



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
104:C	RUSSELL MURRAY	0.005	242	NONE	0.15	0.145	NONE
104:E	RUSSELL MURRAY	0.034	1,480			TEMPORARY	

SHEET NO. 104-EXHIBIT	PARTIAL SUMMARY NO. 01P		PROPERTY OWNER:	RUSSELL MURRAY	
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST		PROPERTY ADDRESS:	3150 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\104\18823_F-2215(1)0_01P_104_Exhibit-Aerial.dgn
6-JUL-2023

Item #:	
Fiscal Impact:	$880.10 (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 Hubert has signed a Real Estate Purchase Contract, a Warranty Deed and a Temporary Construction Easement for property located at 3125 W. Lancer Way (15-33-151-005).

BACKGROUND:

The David Hubert parcel located at 3125 W. Lancer Way 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 $13,000.00 and was negotiated based upon an appraisal report estimate prepared by Integra Realty Resources which indicated a value of $12,400.00.

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 $880.10.

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 DAVID HUBERT FOR PROPERTY LOCATED AT 3125 WEST LANCER WAY.

WHEREAS, David Hubert (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 3125 West Lancer Way 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): 109:C, 109: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: 15-33-151-005
Property Address: 3125 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 3125 West 3650 South,WEST VALLEY CITY,UT,84119
Primary Phone:801-824-4048Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): David Hubert, a Married Man

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, David Hubert, a Married Man ("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 109:C, 109:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $13,000 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **Temporary Sprinklers (1) and Keystone block Labor (1) in the amount of $1,150.00 which is included in the Total Purchase Price.**

3. SETTLEMENT AND CLOSING.

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

---

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

D.H.
Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 109:C, 109: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: 15-33-151-005
Property Address: 3125 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 3125 West 3650 South,WEST VALLEY CITY,UT,84119
Primary Phone:801-824-4048 Owner's Home Owner's Work Phone:
Phone: Owner / Grantor (s): David Hubert, a Married Man

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): The contractor will repair/replace any impacted sod and sprinkler lines within the temporary construction easement as part of the project.
11(b): Owner acknowledges receiving payment for the following improvements acquired: Lawn (350 SF), Sprinkling (350SF), Chain-link Fence (8 LF) in the amount of $516.00 which is included in the Total Purchase Price.
11(c): Owner acknowledges receiving an Administrative Settlement in the amount of $600, which represents a final global settlement of all outstanding just compensation issues related to this transaction with the Owner, including any claim for severance damages. The Administrative Settlement is included in the Purchase Price.

D. H.
Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 109:C, 109: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: 15-33-151-005
Property Address: 3125 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 3125 West 3650 South,WEST VALLEY CITY,UT,84119
Primary Phone:801-824-4048 Owner's Home Owner's Work Phone:
Phone: Owner / Grantor (s): David Hubert, a Married Man

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 Hubert 11/10/23

100% David Hubert - OWNER(s) Date _____ Date

WEST VALLEY CITY

_____ _____

Karen Lang, Mayor Date

D. H.
Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 109:C, 109: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: 15-33-151-005
Property Address: 3125 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 3125 West 3650 South,WEST VALLEY CITY,UT,84119
Primary Phone:801-824-4048 Owner's Home Owner's Work Phone:
Phone: Owner / Grantor (s): David Hubert, a Married Man

Exhibit A
(Attach conveyance documents)

D.H.
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

Warranty Deed

(Individual)

Salt Lake County

Tax ID No.	15-33-151-005
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:109:C

David Hubert, a Married Man, 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 330.00 feet East from the Northwest Corner of said Section 33; and running thence East 70.00 feet along said southerly right of way line to the northeast corner of said entire tract; thence South 6.01 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. 70.00 feet along said parallel line to a point in the westerly boundary line of said entire tract; thence North 6.11 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 424 square feet or 0.010 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. 2215:109: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 _____)
) ss.
)
COUNTY OF _____)

_____
David Hubert

On this _____ day of _____, in the year 20_____, before me personally appeared, David Hubert, a Married Man, 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.	15-33-151-005
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:109:E

David Hubert, a Married Man, 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 6.10 feet South from the Northwest Corner of said Section 33; and running thence N.89°55’29”E. 70.00 feet to a point in the easterly boundary line of said entire tract; thence South 10.00 feet along said easterly boundary line; thence S.89°55’29”W. 28.40 feet; thence N.00°04’31”W. 4.00 feet; thence S.89°55’29”W. 37.00 feet; thence South 4.00 feet; thence S.89°55’29”W. 4.60 feet to a point in said westerly boundary line; thence North 10.00 feet along said westerly boundary line to the point of beginning. The above described easement contains 552 square feet or 0.013 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. 2215:109:E

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

_____
David Hubert

On this _____ day of _____, in the year 20_____, before me personally appeared, David Hubert, a Married Man, 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.	15-33-151-005
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:109:C

David Hubert, a Married Man, 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 330.00 feet East from the Northwest Corner of said Section 33; and running thence East 70.00 feet along said southerly right of way line to the northeast corner of said entire tract; thence South 6.01 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. 70.00 feet along said parallel line to a point in the westerly boundary line of said entire tract; thence North 6.11 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 424 square feet or 0.010 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. 2215:109: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)

David Hubert

On this 10th day of November, in the year 2023, before me personally appeared, David Hubert, a Married Man, 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.	15-33-151-005
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:109:E

David Hubert, a Married Man, 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 6.10 feet South from the Northwest Corner of said Section 33; and running thence N.89°55'29"E. 70.00 feet to a point in the easterly boundary line of said entire tract; thence South 10.00 feet along said easterly boundary line; thence S.89°55'29"W. 28.40 feet; thence N.00°04'31"W. 4.00 feet; thence S.89°55'29"W. 37.00 feet; thence South 4.00 feet; thence S.89°55'29"W. 4.60 feet to a point in said westerly boundary line; thence North 10.00 feet along said westerly boundary line to the point of beginning. The above described easement contains 552 square feet or 0.013 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. 2215:109:E

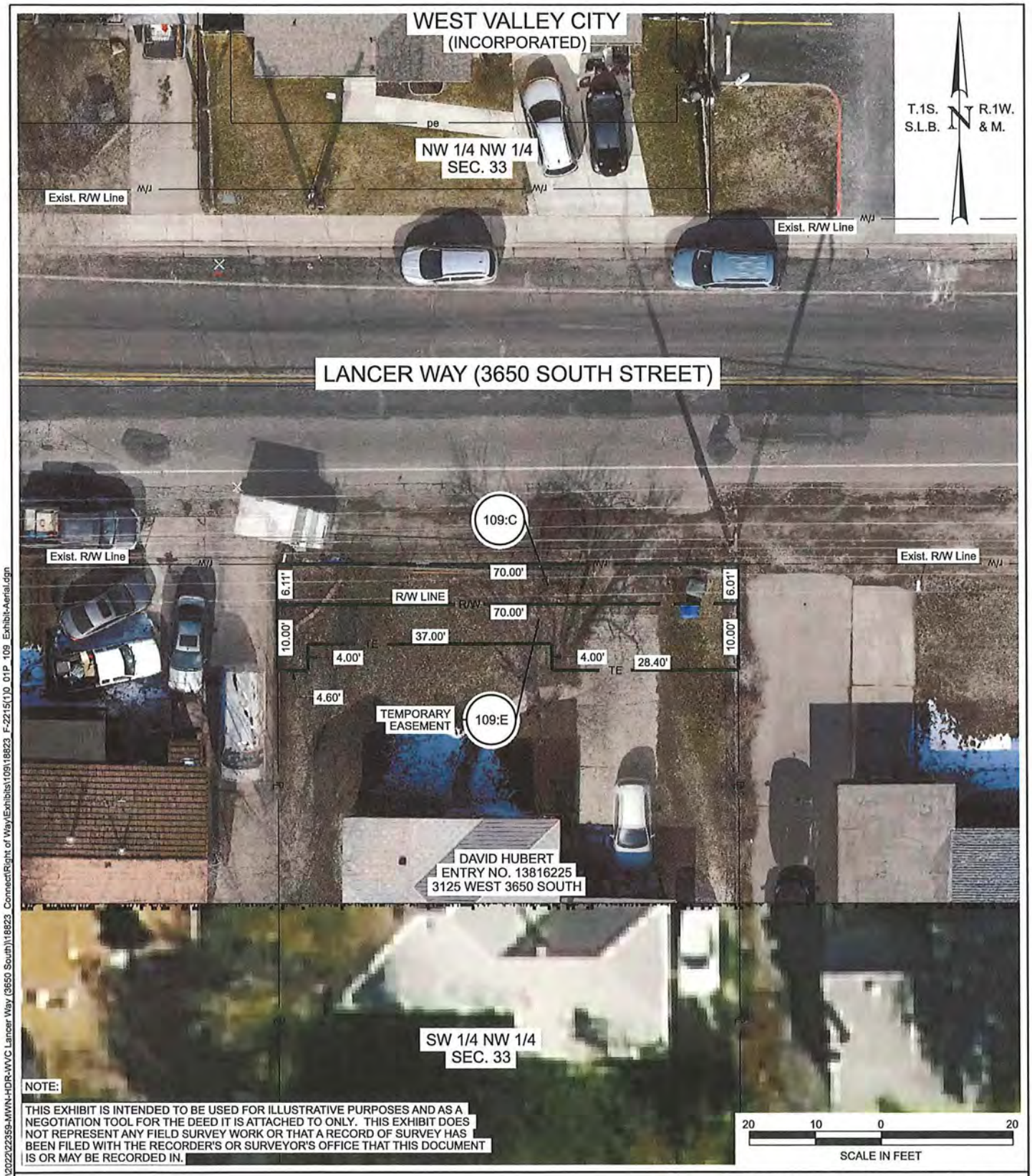
STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

David Hubert

On this 16th day of November, in the year 2023, before me personally appeared, David Hubert, a Married Man, 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
109:C	DAVID HUBERT	0.010	424	NONE	0.304	NONE	0.294
109:E	DAVID HUBERT	0.013	552			TEMPORARY	

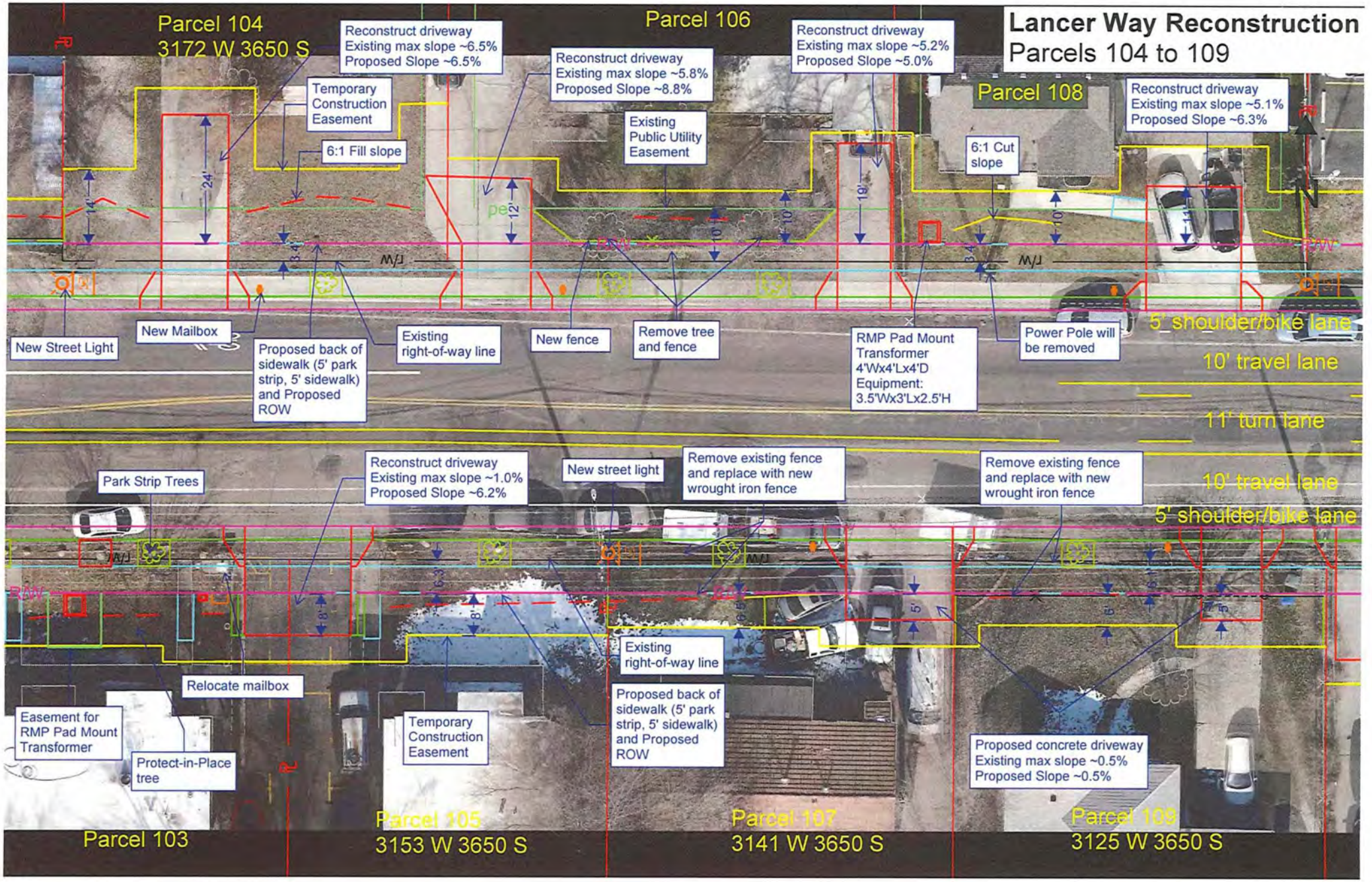
SHEET NO. 109-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	DAVID HUBERT
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	3125 WEST 3650 SOUTH
		UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2215(1)0 PIN 18823	MERIDIAN ENGINEERING, INC.	

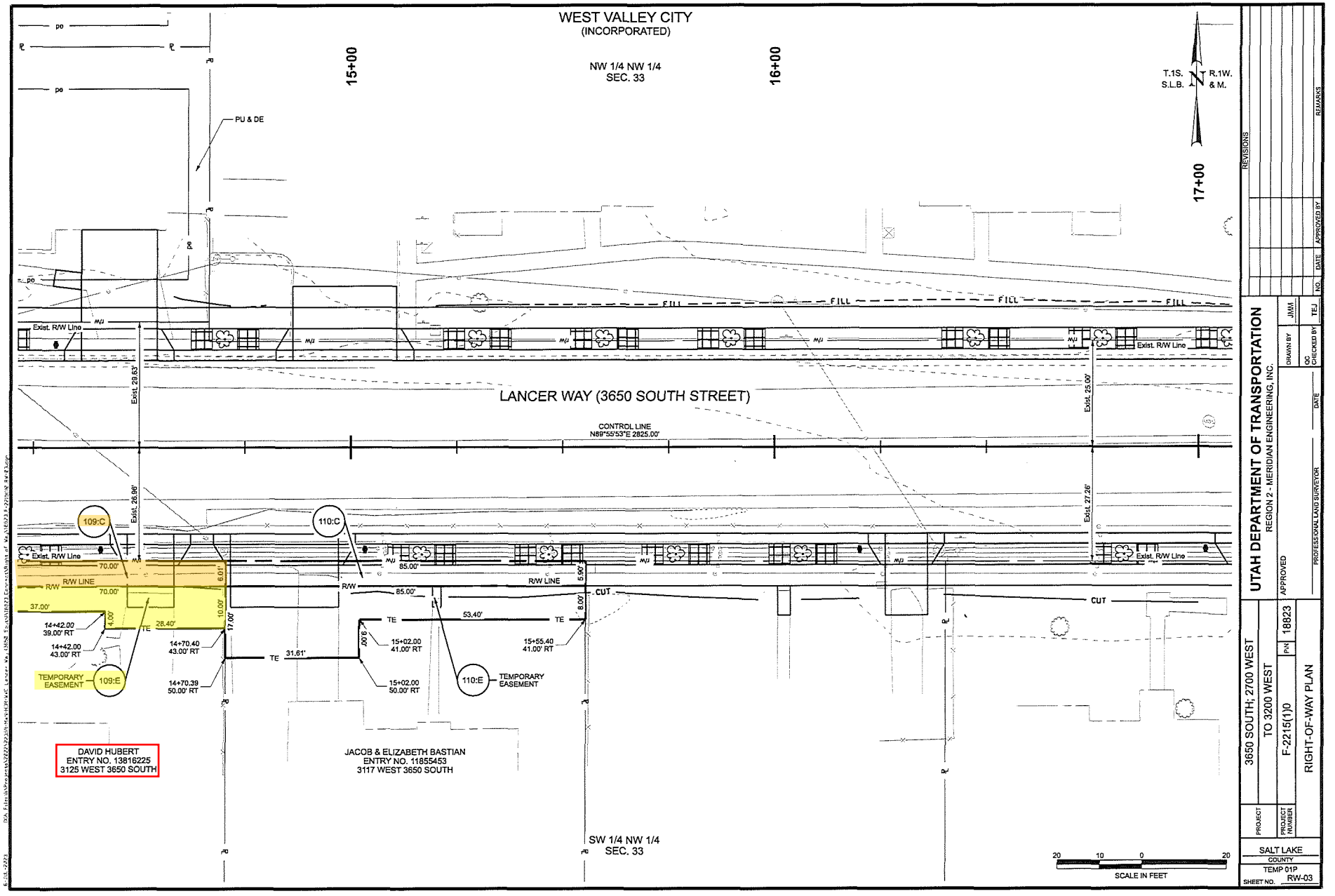
DGN File: U:\Projects\2022\22359-MWN-HDR-WVC Lancer Way (3650 South)\18823 Connect\Right of Way\Exhibits\109\18823 F-2215(1)0 01P 109 Exhibit-Aerial.dgn
6-JUL-2023



SHEET NO. RW-02	PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC.
SALT LAKE COUNTY TEMP DTP	PROJECT NUMBER	F-2215(1)0 PIN 18823	APPROVED
	RIGHT-OF-WAY PLAN		PROFESSIONAL LAND SURVEYOR DATE
			DRAWN BY JWF QC CHECKED BY TEJ

REVISIONS			
NO.	DATE	APPROVED BY	REMARKS


Lancer Way Reconstruction
Parcels 104 to 109
Parcel 104
3172 W 3650 S
Parcel 106
Parcel 108
Reconstruct driveway
Existing max slope ~6.5%
Proposed Slope ~6.5%
Temporary Construction Easement
6:1 Fill slope
Reconstruct driveway
Existing max slope ~5.8%
Proposed Slope ~8.8%
Existing Public Utility Easement
Reconstruct driveway
Existing max slope ~5.2%
Proposed Slope ~5.0%
6:1 Cut slope
Reconstruct driveway
Existing max slope ~5.1%
Proposed Slope ~6.3%
New Street Light
New Mailbox
Proposed back of sidewalk (5' park strip, 5' sidewalk) and Proposed ROW
Existing right-of-way line
New fence
Remove tree and fence
RMP Pad Mount Transformer 4'Wx4'Lx4'D Equipment: 3.5'Wx3'Lx2.5'H
Power Pole will be removed
5' shoulder/bike lane
10' travel lane
11' turn lane
10' travel lane
5' shoulder/bike lane
Park Strip Trees
Reconstruct driveway
Existing max slope ~1.0%
Proposed Slope ~6.2%
New street light
Remove existing fence and replace with new wrought iron fence
Remove existing fence and replace with new wrought iron fence
Relocate mailbox
Easement for RMP Pad Mount Transformer
Protect-in-Place tree
Temporary Construction Easement
Existing right-of-way line
Proposed back of sidewalk (5' park strip, 5' sidewalk) and Proposed ROW
Proposed concrete driveway
Existing max slope ~0.5%
Proposed Slope ~0.5%
Parcel 103
Parcel 105
3153 W 3650 S
Parcel 107
3141 W 3650 S
Parcel 109
3125 W 3650 S


WEST VALLEY CITY
(INCORPORATED)
NW 1/4 NW 1/4
SEC. 33
15+00
16+00
17+00
T.1S.
S.L.B.
R.1W.
& M.
PU & DE
FILL
Exist. R/W Line
LANCER WAY (3650 SOUTH STREET)
CONTROL LINE
N89°55'53"E 2825.00'
Exist. 29.63'
Exist. 26.86'
Exist. 25.00'
Exist. 27.26'
109:C
110:C
70.00'
R/W LINE
37.00'
6.01'
10.00'
17.00'
4.00'
28.40'
14+42.00
39.00' RT
14+42.00
43.00' RT
14+70.40
43.00' RT
14+70.39
50.00' RT
TE
31.61'
TEMPORARY
EASEMENT
109:E
85.00'
R/W
53.40'
9.00'
15+02.00
41.00' RT
15+02.00
50.00' RT
15+55.40
41.00' RT
5.00'
8.00'
CUT
110:E
TEMPORARY
EASEMENT
DAVID HUBERT
ENTRY NO. 13816225
3125 WEST 3650 SOUTH
JACOB & ELIZABETH BASTIAN
ENTRY NO. 11855453
3117 WEST 3650 SOUTH
SW 1/4 NW 1/4
SEC. 33
20 10 0 20
SCALE IN FEET
REVISIONS
NO.
DATE
APPROVED BY
REMARKS
UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - MERIDIAN ENGINEERING, INC.
APPROVED
DRAWN BY
JNM
QC CHECKED BY
TEJ
DATE
PROFESSIONAL LAND SURVEYOR
DATE
3650 SOUTH; 2700 WEST
TO 3200 WEST
PROJECT
F-2215(1)0
PROJECT NUMBER
PIN 18823
RIGHT-OF-WAY PLAN
SALT LAKE
COUNTY
TEMP 01P
SHEET NO. RW-03

Item #:	
Fiscal Impact:	$4,300.00
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:

Aleida Artemisa Rodrguez has signed a signed an Easement Purchase Agreement along with Perpetual Easement and a Temporary Construction Easement for property located at 4078 S. Dublin Circle (15-33-456-006).

BACKGROUND:

The Aleida Artemisa Rodrguez parcel located at 4078 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 is in the amount of $4,300.00.

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 ALEIDA ARTEMISA RODRIGUEZ FOR PROPERTY LOCATED AT 4078 SOUTH DUBLIN CIRCLE.

WHEREAS, Aleida Artemisa Rodriguez (herein "Owner") has entered into an Easement Purchase Agreement for property located at 4078 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

WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT

On this _____ day of _____, 20___, Aleida Artemisa Rodriguez (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 $4,300.00 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
ALEIDA ARTEMISA RODRIGUEZ

_____

State of UTAH)
:ss
County of SALT LAKE)

On this 7TH day of NOVEMBER, 2023, personally appeared before me Aleida Artemisa Rodriguez, 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

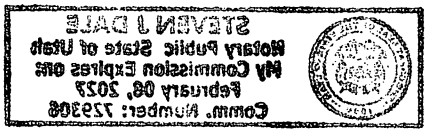
_____
Notary Public

GRANTEE
MAYOR

_____

ATTEST:

_____
CITY RECORDER


STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 06, 2027
Comm. Number: 729306

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.	15-33-456-006
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180F:E

Aleida Artemisa Rodriguez, a single woman, 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 704, 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 704 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. 53.90 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. 17842
Project No. F-R299(344)
Parcel No. 0299:180F:E

N.00°00'44"E. 53.90 feet along said easterly right of way line to the point of beginning. The above described part of an entire tract of property contains 108 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 _____)

_____
Aleida Artemisa Rodriguez

_____

On this _____ day of _____, in the year 20____, before me personally appeared Aleida Artemisa Rodriguez, a single woman, 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.	15-33-456-006
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180F:2E

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

A temporary easement, upon part of an entire tract of property, situate in Lot 704, 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 Northwest Corner of said Lot 704 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. 53.90 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. 53.90 feet 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 270 square feet or 0.006 acre in area.

Continued on Page 2

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

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

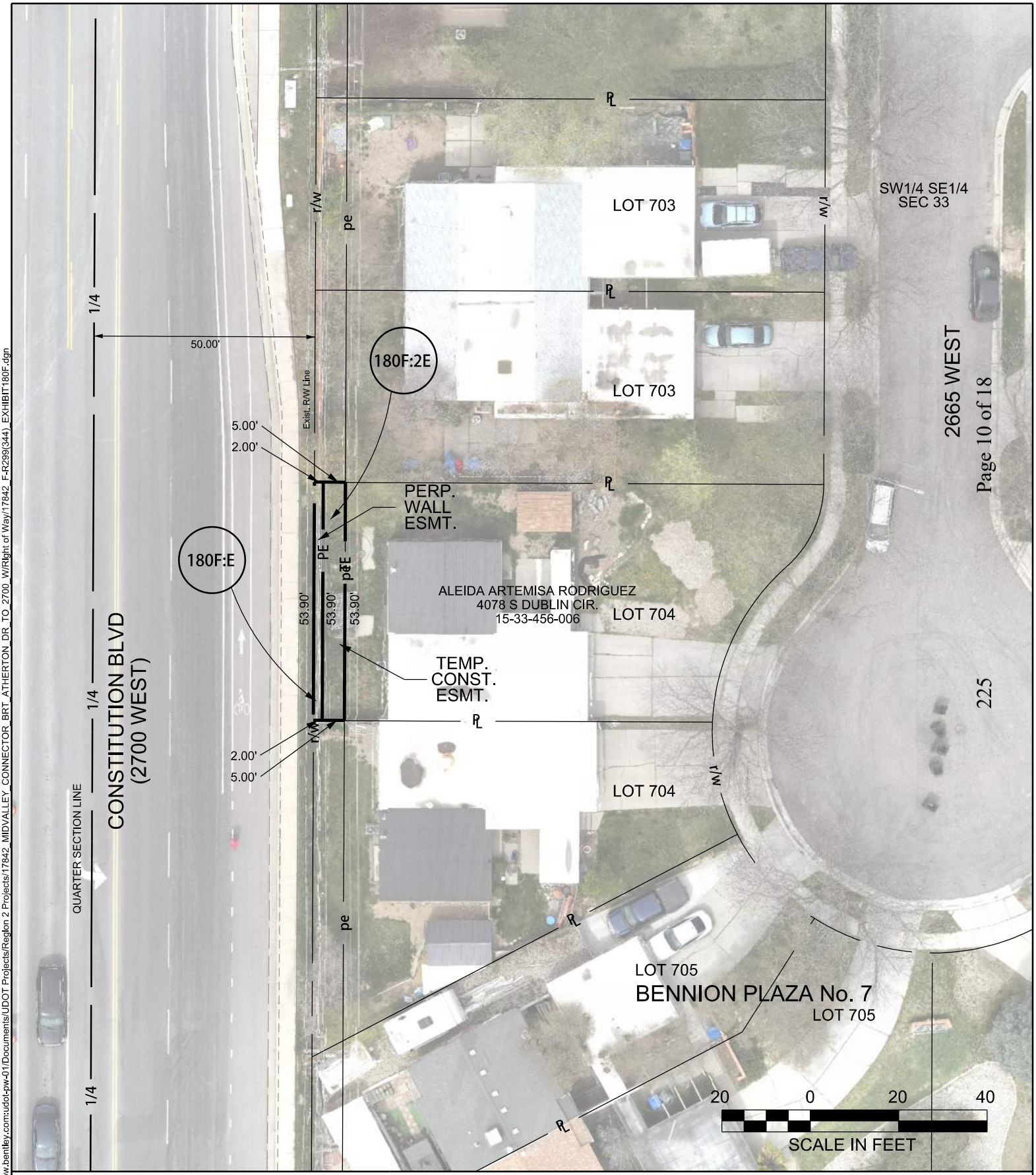
STATE OF _____)
) ss.
COUNTY OF _____)

_____
Aleida Artemisa Rodriguez

_____

On this _____ day of _____, in the year 20_____, before me personally appeared Aleida Artemisa Rodriguez, a single woman, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

_____
Notary Public



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)_EXHIBIT180F.dgn

EXHIBIT NO. 180F-EXHIBIT				PROPERTY OWNER:	ALEIDA ARTEMISA RODRIGUEZ
PROJECT	MIDVALLEY CONNECTOR BRT;			PROPERTY ADRESS:	4078 S DUBLIN CIR.
	ATHERTON DR TO 2700 W				**WEST VALLEY CITY**
PROJECT NUMBER	F-R299(344)	PIN	17842		AVENUE CONSULTANTS

24-JUN-2023

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.	15-33-456-006
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180F:E

Aleida Artemisa Rodriguez, a single woman, 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 704, 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 704 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. 53.90 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. 17842
Project No. F-R299(344)
Parcel No. 0299:180F:E

N.00°00'44"E. 53.90 feet along said easterly right of way line to the point of beginning. The above described part of an entire tract of property contains 108 square feet or 0.002 acre in area.

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

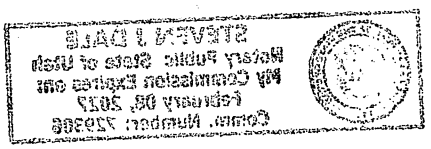
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Aleida Artemisa Rodriguez

On this 7TH day of NOVEMBER, in the year 2023, before me personally appeared Aleida Artemisa Rodriguez, a single woman, 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


STEVEN J DALE
Notary Public State of Utah
My Commission Expires on
February 06, 2017
Comm. Number: 672956

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.	15-33-456-006
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180F:2E

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

A temporary easement, upon part of an entire tract of property, situate in Lot 704, 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 Northwest Corner of said Lot 704 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. 53.90 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. 53.90 feet 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 270 square feet or 0.006 acre in area.

Continued on Page 2

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

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

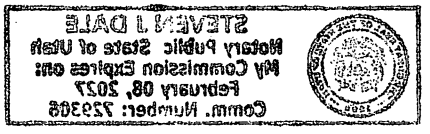
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Aleida Artemisa Rodriguez

On this 7TH day of NOVEMBER, in the year 2023, before me personally appeared Aleida Artemisa Rodriguez, a single woman, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

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


STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729368

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
232

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

15-33-41

Area

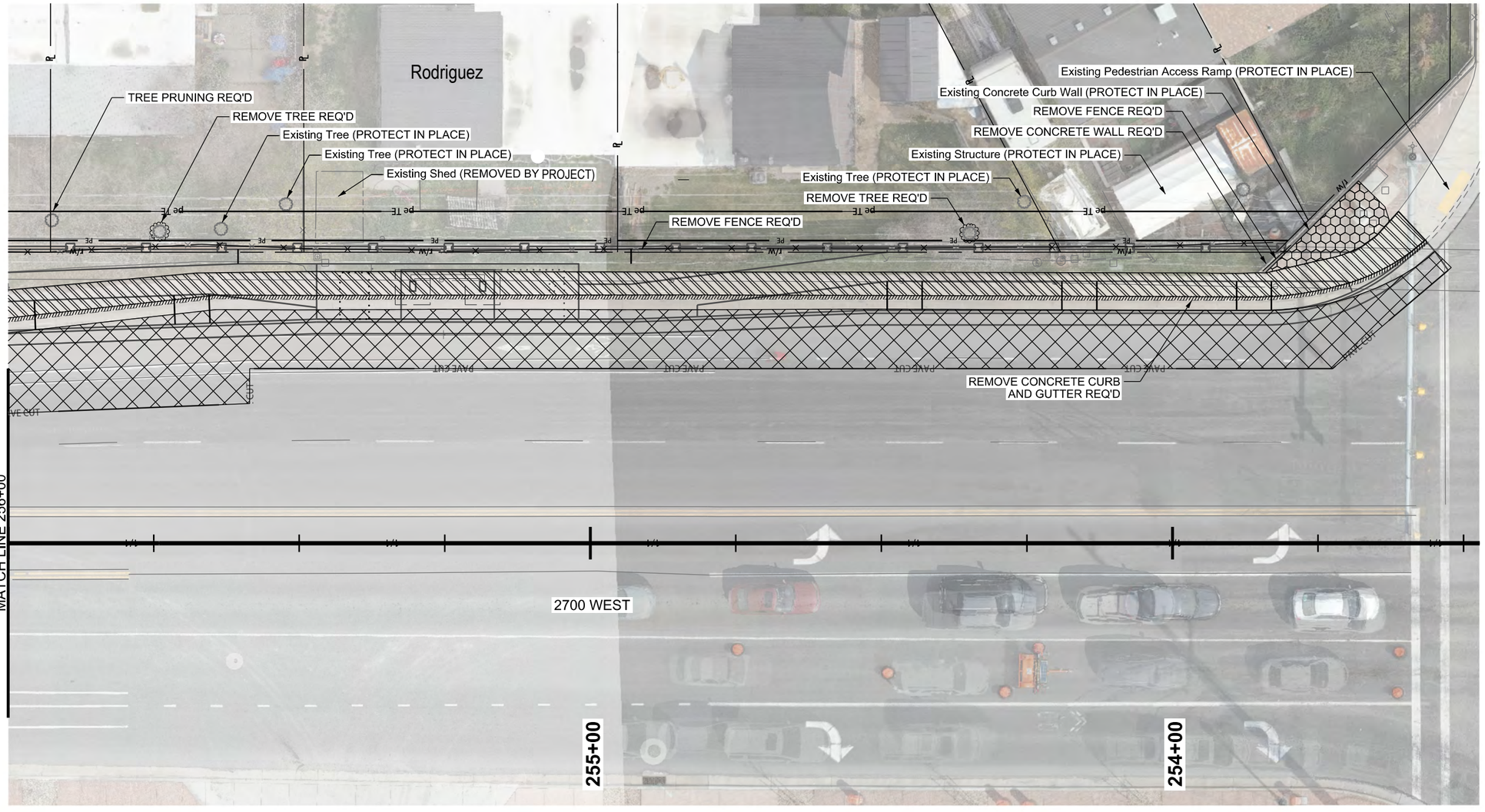
	R1W	R2W	R1W	R1E	R2E	R3E
T1N	6	7	8	9	10	11
T1S	13	14	15	16	17	18
T2S	19	20	21	22	23	24
T3S	25	26	27	28	29	30
T4S	31	32	33	34		

Section

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Page

11	12	21	22
31	32	41	42



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 SEE RDDT-06 FOR FENCE TIE DETAILS

MIDVALLEY CONNECTOR BUS RAPID TRANSIT

UTAH TRANSIT AUTHORITY
AVENUE CONSULTANTS

DRAWN BY CHA
QC CHECKED BY JML
DATE 09/25/2023
APPROVED
PROFESSIONAL ENGINEER

PROJECT MIDVALLEY CONNECTOR
PROJECT NUMBER MSP253 PIN 17842
REMOVAL

SHEET NO. RMV-07

8100_RMV-07.dgn
9/19/2023

Item #:	
Fiscal Impact:	$9,000.00
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:

Henry Rennemann has signed a signed an Easement Purchase Agreement along with Perpetual Easement and a Temporary Construction Easement for property located at 4050 South 2665 West (15-33-456-002).

BACKGROUND:

The Henry Rennemann parcel located at 4050 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 $9,000.00 was negotiated based upon the appraisal report prepared by the Fortis Group which indicated compensation in the amount of $8,300.00.

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 HENRY RENNEMANN FOR PROPERTY LOCATED AT 4050 SOUTH 2665 WEST.

WHEREAS, Henry Rennemann (herein "Owner") has entered into an Easement Purchase Agreement for property located at 4050 South 2665 West that is affected by the 2700 West Wall Project (herein "Project"); and

WHEREAS, Owner has 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 Owner, 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___, Henry Rennemann (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 $9,000.00 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
HENRY RENNEMANN

State of UTAH)
:ss
County of SALT LAKE)

On this 14TH day of NOVEMBER, 2023, personally appeared before me Henry Rennemann, 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.	15-33-456-002
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180K:E

Henry Rennemann, an unmarried man, 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 701, 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 Grantor, 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 701 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. 0299:180K: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 _____)

_____
Henry Rennemann

_____

On this _____ day of _____, in the year 20____, before me personally appeared Henry Rennemann, an unmarried man, 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

Temporary Construction Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-002
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180K:2E

Henry Rennemann, an unmarried man, 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 701, 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 701 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. 79.00 feet 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 feet 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 395 square feet or 0.009 acre in area.

Continued on Page 2

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

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

STATE OF _____)
) ss.
COUNTY OF _____)

_____
Henry Rennemann

_____

On this _____ day of _____, in the year 20____, before me personally appeared Henry Rennemann, an unmarried man, 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

amazon.com

Details for Order #113-1979207-7623426

Order Placed: November 14, 2023
Amazon.com order number: 113-1979207-7623426
Order Total: $14.84

Business order information
Project code: Ofice Supply
Disaster Code if Applicable : None

Not Yet Shipped	
Items Ordered	**Price**
1 of: *Cable Matters 10Gbps USB C to USB C Monitor Cable 3 ft / 0.9m with 4K 120Hz & 8K 30Hz, 100W Power Delivery, USB C Video Cable/USB C Display Cable with USB-C 3.2 10Gbps Data Transfer* Sold by: Cable Matters (seller profile) Condition: New	$14.99

Shipping Address:
Kimberly Shafer
WEST VALLEY CITY HALL-ENGINEERING
3600 S CONSTITUTION BLVD
WEST VALLEY CITY, UT 84119-3720
United States

Shipping Speed:
Amazon Day Delivery

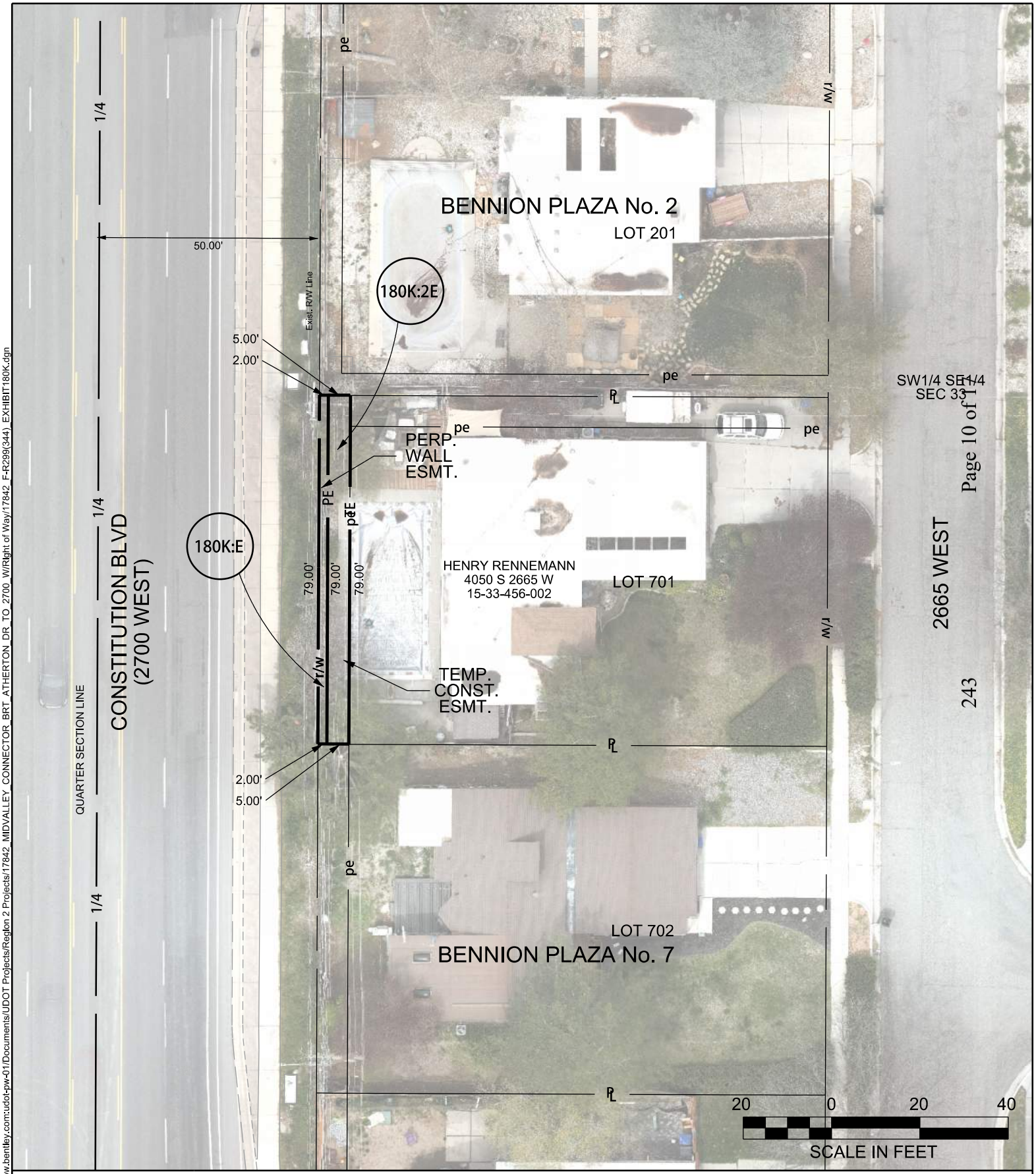
Payment information		
Payment Method: Visa | Last digits: 6257	Item(s) Subtotal:	$14.99
	Shipping & Handling:	$0.00
	Promotion applied:	-$0.15

Billing address Kimberly Shafer WEST VALLEY CITY-ENGINEERING 3600 S CONSTITUTION BLVD STE 250 WEST VALLEY CITY, UT 84119-3720 United States	Total before tax:	$14.84
	Estimated Tax:	$0.00

	Grand Total:	**$14.84**

To view the status of your order, return to Order Summary .

Conditions of Use | Privacy Notice © 1996-2020, Amazon.com, Inc.



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)_EXHIBIT180K.dgn

24-JUN-2023

EXHIBIT NO. 180K-EXHIBIT				PROPERTY OWNER:	HENRY RENNEMANN
PROJECT	MIDVALLEY CONNECTOR BRT;			PROPERTY ADRESS:	4050 S 2665 W
	ATHERTON DR TO 2700 W			**WEST VALLEY CITY**	
PROJECT NUMBER	F-R299(344)	PIN	17842	AVENUE CONSULTANTS	

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.	15-33-456-002
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180K:E

Henry Rennemann, an unmarried man, 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 701, 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 Grantor, 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 701 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. 0299:180K: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)

Henry Rennemann

On this 14TH day of NOVEMBER, in the year 20____, before me personally appeared Henry Rennemann, an unmarried man, 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

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.	15-33-456-002
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180K:2E

Henry Rennemann, an unmarried man, 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 701, 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 701 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. 79.00 feet 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 feet 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 395 square feet or 0.009 acre in area.

Continued on Page 2

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

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

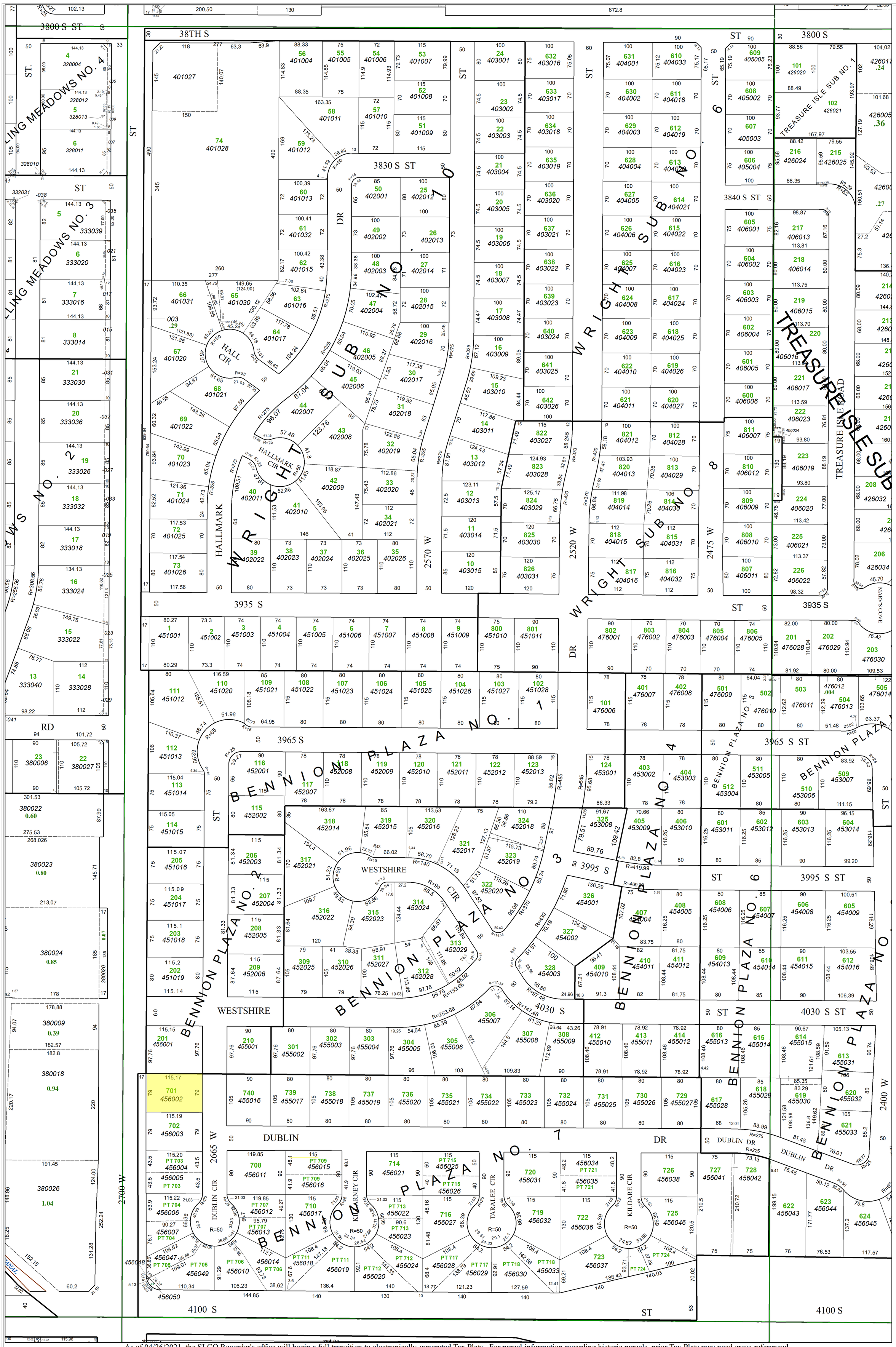
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Henry Rennemann

On this 14TH day of NOVEMBER, in the year 2023, before me personally appeared Henry Rennemann, an unmarried man, 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



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

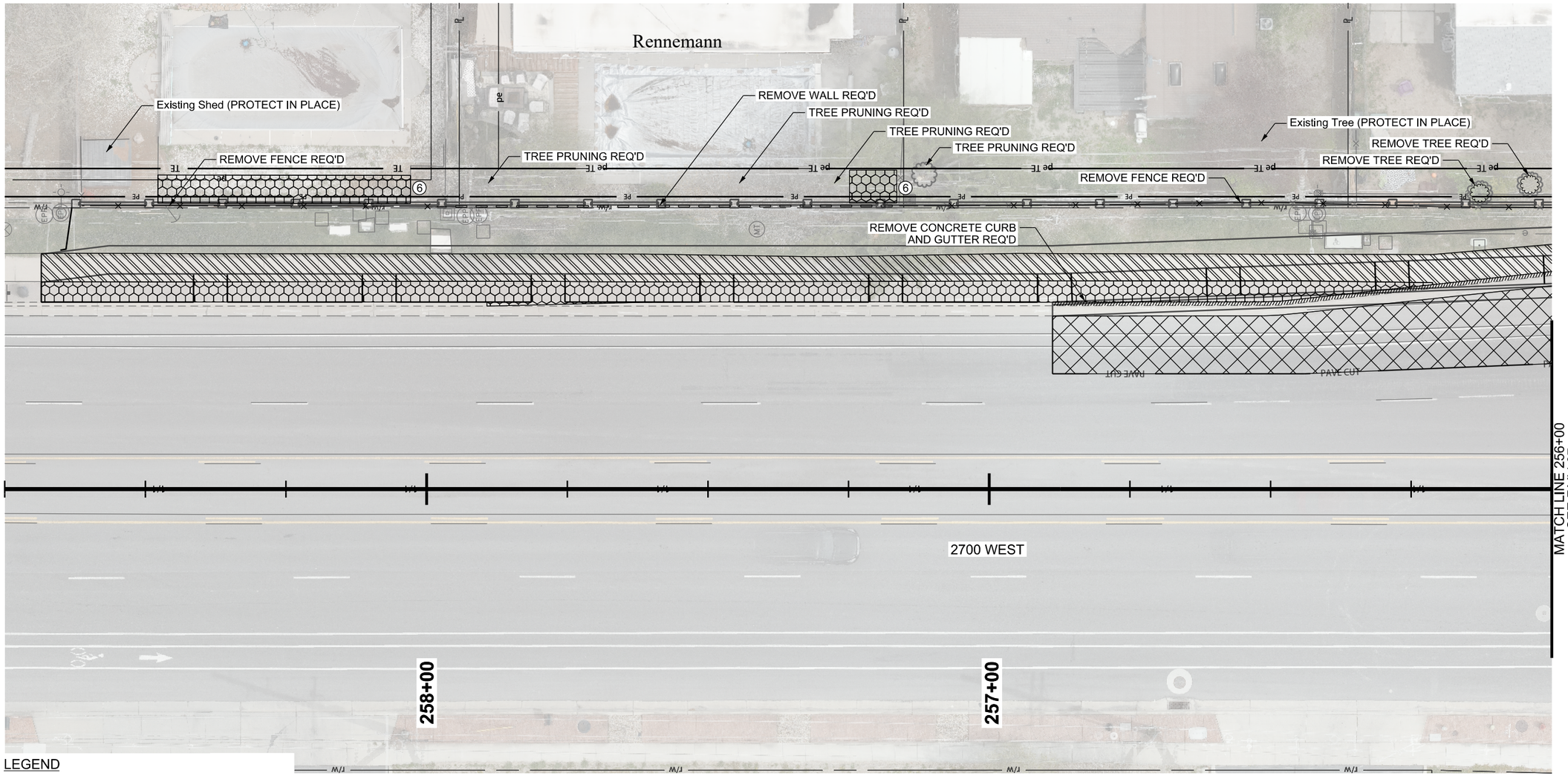
SALT LAKE COUNTY, UTAH

8/8/2023
248

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

15-33-41

Area | Section | Page



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.

8100_RMV-06.dgn
9/19/2023

MIDVALLEY CONNECTOR
UTA

UTAH TRANSIT AUTHORITY
AVENUE CONSULTANTS

APPROVED
PROFESSIONAL ENGINEER

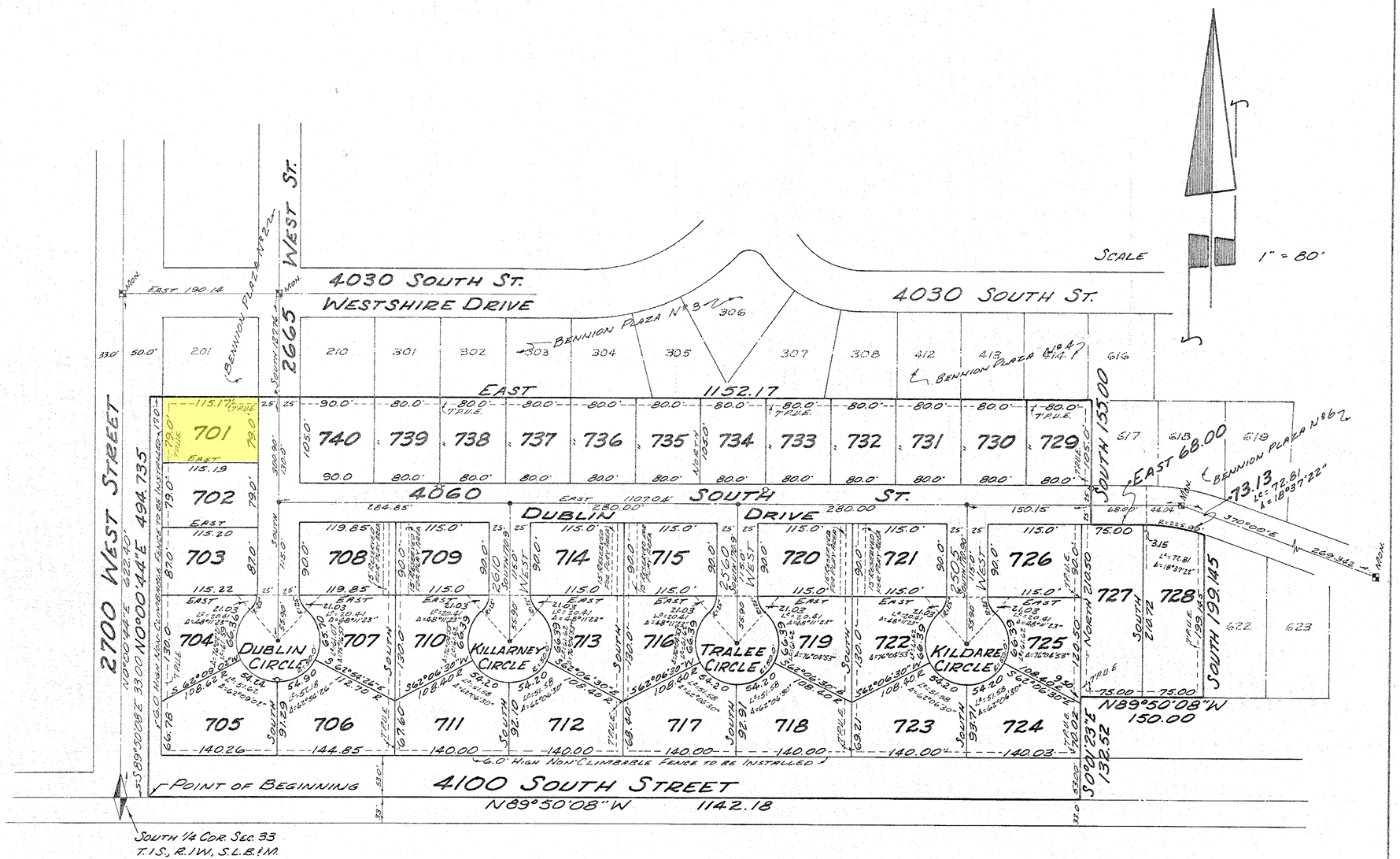
DRAWN BY	CHA
QC CHECKED BY	JML
DATE	09/25/2023

MIDVALLEY CONNECTOR
BUS RAPID TRANSIT

PROJECT: MSP253
PIN: 17842

REMOVAL

SHEET NO. RMV-06



• = 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

ACKNOWLEDGMENT

CORPORATION

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
Marcene 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	BOARD OF HEALTH	FLOOD CONTROL DEPT.	SURVEYOR'S CERTIFICATE	APPROVAL AS TO FORM	COUNTY COMMISSION	RECORDED # 2346934
APPROVED THIS 28th DAY OF July A.D., 1970 BY THE SALT LAKE COUNTY PLANNING COMMISSION.	APPROVED THIS 1st DAY OF June A.D., 1970	APPROVED THIS 2 DAY OF June A.D., 1970	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	APPROVED AS TO FORM THIS 11th DAY OF AUGUST A.D., 1970 GORDON B. CHRISTENSON By Thomas B. Jensen	PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 12th DAY OF August A.D., 1970 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.	STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF SECURITY TITLE CO.
Michael Oberhansly CHAIRMAN, SALT LAKE CO. PLANNING COMM.	Leland S. Hoffman DIRECTOR, S.L. CO. BOARD OF HEALTH	K. Markey FLOOD CONTROL COORDINATOR	8-14-70 DATE Dale R. Hoff SALT LAKE COUNTY SURVEYOR	DEPUTY SALT LAKE COUNTY ATTORNEY	ATTEST: SALT LAKE CO. CLERK CHAIRMAN, BD. OF CO. COMM.	DATE Aug 21, 1970 TIME 4:14 PM BOOK II PAGE 4 FEE $ #30.00 Hazel Taggart Clare SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS JULY 12, 1967

SLCT 33 1S 1W TT 4 D 342

Item #:	
Fiscal Impact:	$5,300.00
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:

Alfonso Inga and Isabel Inga have signed a signed an Easement Purchase Agreement along with Perpetual Easement and a Temporary Construction Easement for property located at 4080 S. Dublin Circle (15-33-456-007).

BACKGROUND:

The Alfonso Inga and Isabel Inga parcel located at 4080 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 $5,300.00 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 ALFONSO AND ISABEL INGA FOR PROPERTY LOCATED AT 4080 SOUTH DUBLIN CIRCLE.

WHEREAS, Alfonso and Isabel Inga (herein and collectively "Owner") have entered into an Easement Purchase Agreement for property located at 4080 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

WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT

On this _____ day of _____, 20___, Alfonso Inga and Isabel Inga (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 $5,300.00 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
ALFONSO INGA

State of UTAH)
:ss
County of SALT LAKE)

On this 14TH day of NOVEMBER, 2023, personally appeared before me Alfonso Inga, 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
ISABEL INGA

State of UTAH)
:ss
County of SALT LAKE)

On this 14TH day of NOVEMBER, 2023, personally appeared before me Isabel Inga, 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.	15-33-456-007
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180D:E

Alfonso Inga and Isabel Inga, husband and wife as joint tenants, 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 704, 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 704 in the easterly right of way line of 2700 West and running thence N.00°00'44"E. 76.10 feet along said easterly right of way line to the northerly boundary line of entire tract; thence East 2.00 feet along the northerly boundary line of said entire tract; thence S.00°00'44"W. 75.04 feet parallel with said easterly right of way line to the southerly boundary line of said

Continued on Page 2

lot; thence S.62°09'02"W. 2.26 feet along said southerly boundary line of said lot to the point of beginning. The above described part of an entire tract of property contains 151 square feet or 0.003 acre in area.

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

STATE OF _____)
) ss.
COUNTY OF _____)

_____
Alfonso Inga

_____
Isabel Inga

On this _____ day of _____, in the year 20____, before me personally appeared Alfonso Inga and Isabel Inga, husband and wife as joint tenants, 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.	15-33-456-007
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180D:2E

Alfonso Inga and Isabel Inga, 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, situate in Lot 704, 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 2.26 feet N.62°09'02"E. of the Southwest Corner of said Lot 704 in the easterly right of way line of 2700 West and running thence N.00°00'44"E. 75.04 feet parallel with said easterly right of way line along to the northerly boundary line of entire tract; thence East 5.00 ft. along said northerly boundary line of said entire tract; thence S.00°00'44"W. 72.40 ft. along a line parallel with said easterly right of way line to the southerly boundary line of said lot; thence S.62°09'02"W. 5.66 ft. along said southerly boundary

Continued on Page 2

line to the point of beginning. The above described part of an entire tract of property contains 369 square feet or 0.008 acre in area.

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

STATE OF _____)
) ss.
COUNTY OF _____)

_____
Alfonso Inga

_____
Isabel Inga

On this _____ day of _____, in the year 20____, before me personally appeared Alfonso Inga and Isabel Inga, 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:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, UT 84119

Perpetual Easement

(Individual)
Salt Lake County

Tax ID No.	15-33-456-007
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180D:E

Alfonso Inga and Isabel Inga, husband and wife as joint tenants, 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 704, 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 704 in the easterly right of way line of 2700 West and running thence N.00°00'44"E. 76.10 feet along said easterly right of way line to the northerly boundary line of entire tract; thence East 2.00 feet along the northerly boundary line of said entire tract; thence S.00°00'44"W. 75.04 feet parallel with said easterly right of way line to the southerly boundary line of said

Continued on Page 2

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

lot; thence S.62°09'02"W. 2.26 feet along said southerly boundary line of said lot to the point of beginning. The above described part of an entire tract of property contains 151 square feet or 0.003 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)

Alfonso Inga

Isabel Inga

On this 14TH day of NOVEMBER, in the year 2023, before me personally appeared Alfonso Inga and Isabel Inga, husband and wife as joint tenants, 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.	15-33-456-007
PIN No.	17842
Project No.	F-R299(344)
Parcel No.	0299:180D:2E

Alfonso Inga and Isabel Inga, 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, situate in Lot 704, 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 2.26 feet N.62°09'02"E. of the Southwest Corner of said Lot 704 in the easterly right of way line of 2700 West and running thence N.00°00'44"E. 75.04 feet parallel with said easterly right of way line along to the northerly boundary line of entire tract; thence East 5.00 ft. along said northerly boundary line of said entire tract; thence S.00°00'44"W. 72.40 ft. along a line parallel with said easterly right of way line to the southerly boundary line of said lot; thence S.62°09'02"W. 5.66 ft. along said southerly boundary

Continued on Page 2

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

line to the point of beginning. The above described part of an entire tract of property contains 369 square feet or 0.008 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)

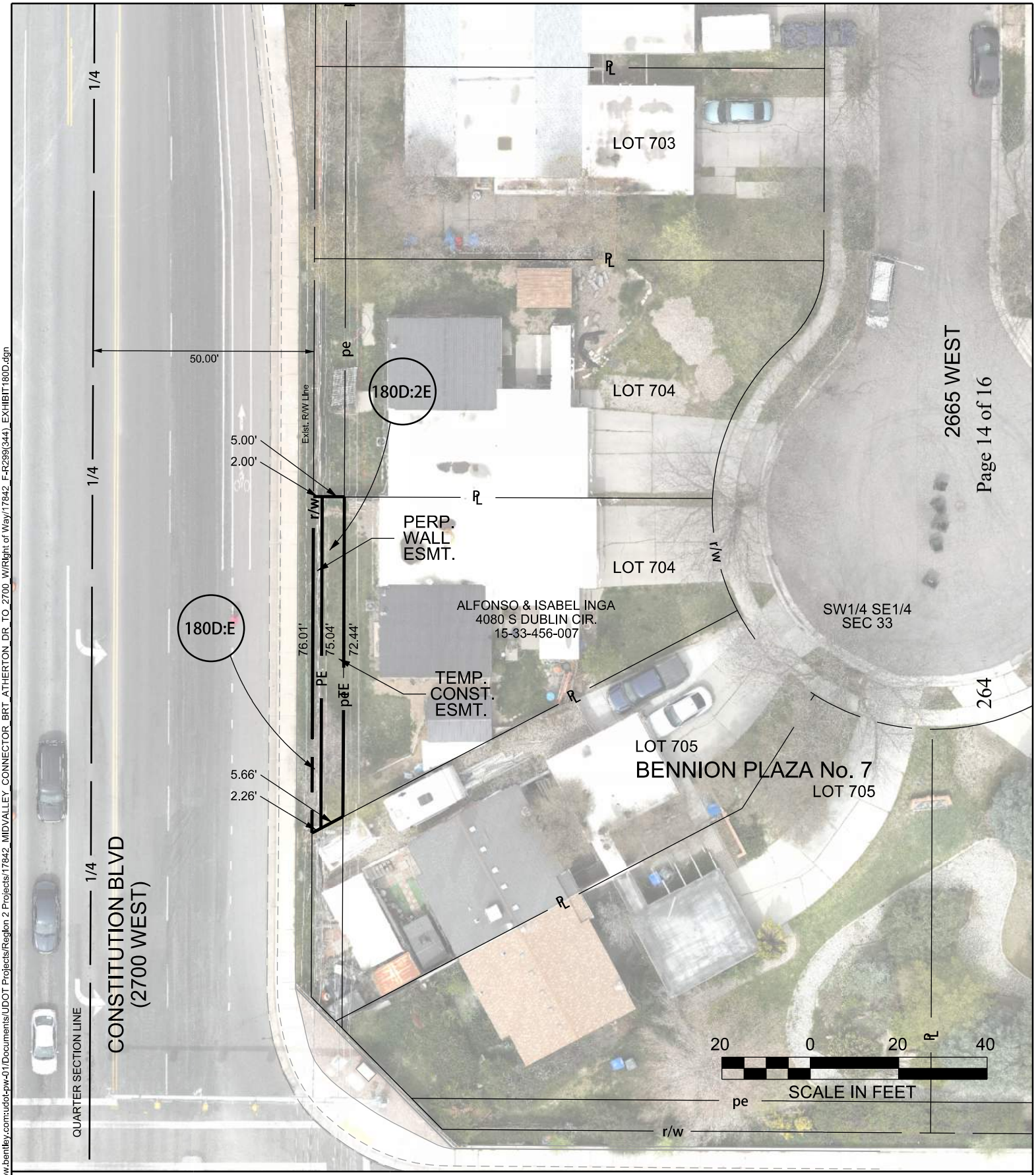
Alfonso Inga

Isabel Inga

On this 14TH day of NOVEMBER, in the year 2023, before me personally appeared Alfonso Inga and Isabel Inga, 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

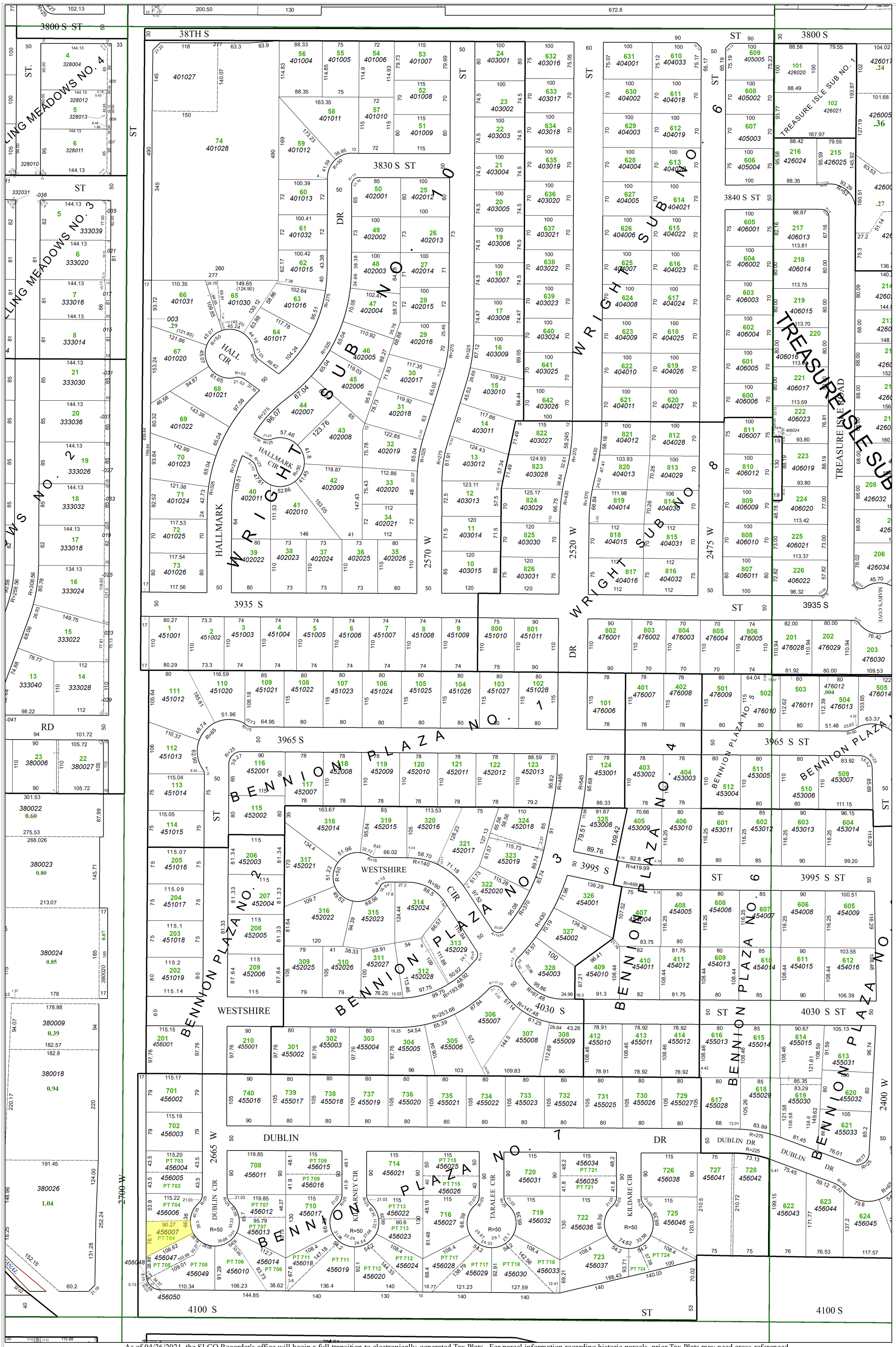
STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306



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)_EXHIBIT180D.dgn

EXHIBIT NO. 180D-EXHIBIT				PROPERTY OWNER:	ALFONSO & ISABEL INGA
PROJECT	MIDVALLEY CONNECTOR BRT;			PROPERTY ADRESS:	4080 S DUBLIN CIR.
	ATHERTON DR TO 2700 W			**WEST VALLEY CITY**	
PROJECT NUMBER	F-R299(344)	PIN	17842	AVENUE CONSULTANTS	

24-JUN-2023



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

265

Scale 1"=100'

0 100' 200'

Feet

15-33-41

	R3W	R2W	R1W	R1E	R2E	R3E
T1N	6	7	8	9	10	11
T1S	13	14	15	16	17	18
T2S	19	20	21	22	23	24
T3S	25	26	27	28	29	30
T4S	31	32	33	34		

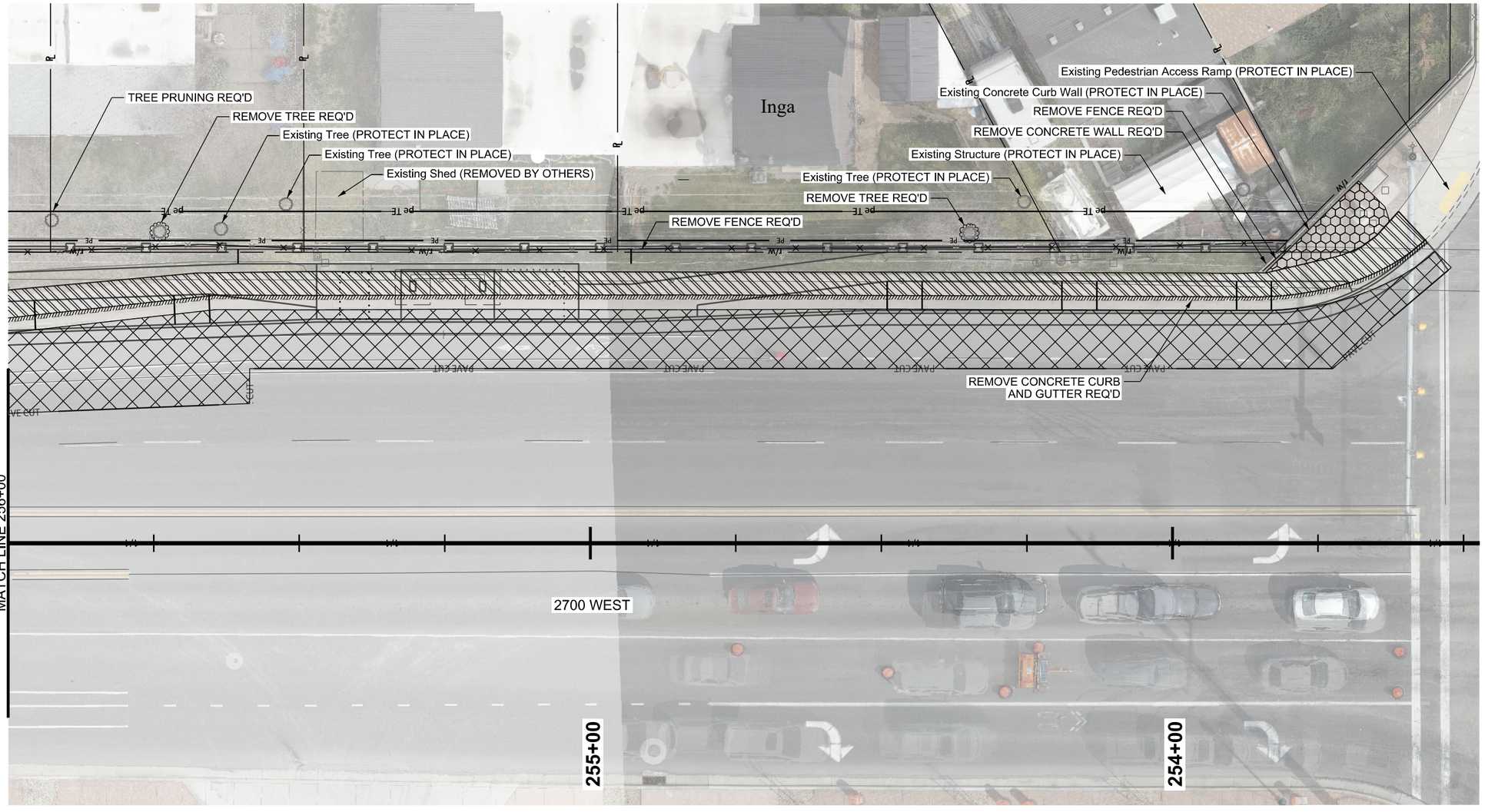
Area

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Section

11	12	21	22
31	32	41	42

Page



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 SEE RDDT-06 FOR FENCE TIE DETAILS

MIDVALLEY CONNECTOR BUS RAPID TRANSIT

UTAH TRANSIT AUTHORITY
AVENUE CONSULTANTS

APPROVED
PROFESSIONAL ENGINEER

DRAWN BY CHA
QC CHECKED BY JML
09/25/2023 DATE

PROJECT: MIDVALLEY CONNECTOR BUS RAPID TRANSIT
PROJECT NUMBER: MSP253
PIN: 17842

REMOVAL

SHEET NO. RMV-07

8100_RMV-07.dgn
9/19/2023

Item #:	
Fiscal Impact:	$101.55 (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 Temporary Construction Easement.

SYNOPSIS:

Parkway Cove, LLC has signed a Real Estate Purchase Contract and has agreed to sign a Warranty Deed and Temporary Construction Easement for property located at 3582 W. Parkway Boulevard (15-20-460-033).

BACKGROUND:

The Parkway Cove, LLC parcel located at 3582 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 Construction Easement and improvements is $1,500.00 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 $101.55.

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement. 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 PARKWAY COVE, LLC FOR PROPERTY LOCATED AT 3582 WEST PARKWAY BOULEVARD.

WHEREAS, Parkway Cove, LLC (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 3582 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: 66406FB2-1E61-4F85-85D0-0AFD11219825

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 106:C, 106: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: 15-20-460-033
Property Address: 3582 W. Parkway Blvd, WEST VALLEY CITY, UT 84119
Owner's Address: 3228 South 3600 West,West Valley City,UT,84119
Primary Phone: 801-599-2775 Owner's Home Phone: Owner's Work Phone: (801)599-2775
Owner / Grantor (s): Parkway Cove, LLC, a Utah limited liability company

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Parkway Cove, LLC, a Utah limited liability company ("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 106:C, 106:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $1,500 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

---

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

DS DS
Grantor's Initials

DocuSign Envelope ID: 66406FB2-1E61-4F85-85D0-0AFD11219825

Project No: F-2162(2)1 Parcel No.(s): 106:C, 106: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: 15-20-460-033
Property Address: 3582 W. Parkway Blvd, WEST VALLEY CITY, UT 84119
Owner's Address: 3228 South 3600 West, West Valley City, UT 84119
Primary Phone: 801-599-2775 Owner's Home Phone: Owner's Work Phone: (801)599-2775
Owner / Grantor (s): Parkway Cove, LLC, a Utah limited liability company

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 $115.00 for 23 square feet of sod and sprinklers, which is included in the total purchase price.
The contractor shall restore damage to the sod and sprinklers within the easement area.

DS DS
Grantor's Initials

DocuSign Envelope ID: 66406FB2-1E61-4F85-85D0-0AFD11219825

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 106:C, 106: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: 15-20-460-033
Property Address: 3582 W. Parkway Blvd, WEST VALLEY CITY, UT 84119
Owner's Address: 3228 South 3600 West, West Valley City, UT 84119
Primary Phone: 801-599-2775 Owner's Home Phone: Owner's Work Phone: (801)599-2775
Owner / Grantor (s): Parkway Cove, LLC, a Utah limited liability company

SIGNATURE PAGE TO
WEST VALLEY CITY
REAL ESTATE PURCHASE CONTRACT

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

Authorized Signature(s):

DocuSigned by:
FB15173DEBC1489...

11/21/2023 | 5:06 PM PST
Date

100% Randall B. Tousley, Managing Member Parkway Cove, LLC

DocuSigned by:
C7629138BBA04C0...

11/20/2023 | 4:31 PM PST
Date

Michelle A. Tousley, Managing Member Parkway Cove, LLC

WEST VALLEY CITY

_____ _____
Date

Local Government Authority

DS DS
Grantor's Initials

DocuSign Envelope ID: 66406FB2-1E61-4F85-85D0-0AFD11219825

Project No: F-2162(2)1 Parcel No.(s): 106:C, 106: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: 15-20-460-033
Property Address: 3582 W. Parkway Blvd, WEST VALLEY CITY, UT 84119
Owner's Address: 3228 South 3600 West, West Valley City, UT 84119
Primary Phone: 801-599-2775 Owner's Home Phone: Owner's Work Phone: (801)599-2775
Owner / Grantor (s): Parkway Cove, LLC, a Utah limited liability company

Exhibit A
(Attach conveyance documents)

DS DS
Grantor's Initials

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

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

Warranty Deed
(Limited Liability Company)

Salt Lake County	Tax ID No.	15-20-460-033
	PIN No.	17869
	Project No.	F-2162(2)1
	Parcel No.	2162:106:C

Parkway Cove, LLC, a Utah Limited Liability Company, Grantor(s), 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 the common area of Parkway Suites Condominiums, recorded as Entry No. 8179593, Book 2002P, Page 72 of plats in the Office of the Salt Lake County Recorder, situate in the SW1/4 SE1/4 of Section 20, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said entire tract which is the intersection of the existing northerly right of way line of Parkway Boulevard and the existing westerly right of way line of 3560 West Street, said corner is 48.01 feet N.89°54'42"E. along the section line and 47.00 feet N.00°05'18"W. and 185.07 feet N.89°54'42"E. from the South Quarter Corner of said Section 20; and running thence S.89°54'42"W. 7.15 feet along said existing northerly right of way line to a point 40.00 perpendicularly distant northerly from the control line of said project opposite engineer station 25+35.50; thence N.47°39'43"E. 9.67 feet to said existing westerly right of way line at a point 46.50 feet perpendicularly distant northerly from said control line opposite engineer station 25+40.66; thence South 6.50 feet along said westerly 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 23 square feet in area or 0.001 acre, more or less.

(Note: Rotate all bearings in the above description 00°17'19" clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:106:C

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

Parkway Cove, 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 Parkway Cove, LLC, a Utah Limited Liability Company and that said document was signed by him/her on behalf of said Parkway Cove, 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.	15-20-460-033
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:106:E

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

A temporary easement, upon part of an entire tract of property, being part of the common area of Parkway Suites Condominiums, recorded as Entry No. 8179593, Book 2002P, Page 72 of plats in the Office of the Salt Lake County Recorder, situate in the SW1/4 SE1/4 of Section 20, 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 northerly right of way line of Parkway Boulevard, which point is 48.01 feet N.89°54'42"E. along the section line and 47.00 feet N.00°05'18"W. and 177.92 feet N.89°54'42"E. from the South Quarter Corner of said Section 20; and running thence S.89°54'42"W. 5.00 feet along said existing northerly right of way line; thence N.46°31'07"E. 16.74 feet to the existing westerly right of way line of 3560 West Street; thence South 5.00 feet along said existing westerly right of way line; thence S.47°39'43"W. 9.67 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 47 square feet in area or 0.001 acre, more or less.

(Note: Rotate all bearings in the above description 00°17'19" clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:106:E

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

Parkway Cove, 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 Parkway Cove, LLC, a Utah Limited Liability Company and that said document was signed by him/her on behalf of said Parkway Cove, 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.	15-20-460-033
	PIN No.	17869
	Project No.	F-2162(2)1
	Parcel No.	2162:106:C

Parkway Cove, LLC, a Utah Limited Liability Company, Grantor(s), 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 the common area of Parkway Suites Condominiums, recorded as Entry No. 8179593, Book 2002P, Page 72 of plats in the Office of the Salt Lake County Recorder, situate in the SW1/4 SE1/4 of Section 20, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said entire tract which is the intersection of the existing northerly right of way line of Parkway Boulevard and the existing westerly right of way line of 3560 West Street, said corner is 48.01 feet N.89°54'42"E. along the section line and 47.00 feet N.00°05'18"W. and 185.07 feet N.89°54'42"E. from the South Quarter Corner of said Section 20; and running thence S.89°54'42"W. 7.15 feet along said existing northerly right of way line to a point 40.00 perpendicularly distant northerly from the control line of said project opposite engineer station 25+35.50; thence N.47°39'43"E. 9.67 feet to said existing westerly right of way line at a point 46.50 feet perpendicularly distant northerly from said control line opposite engineer station 25+40.66; thence South 6.50 feet along said westerly 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 23 square feet in area or 0.001 acre, more or less.

(Note: Rotate all bearings in the above description 00°17'19" clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:106:C

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

Parkway Cove, 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 Parkway Cove, LLC, a Utah Limited Liability Company and that said document was signed by him/her on behalf of said Parkway Cove, 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.	15-20-460-033
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:106:E

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

A temporary easement, upon part of an entire tract of property, being part of the common area of Parkway Suites Condominiums, recorded as Entry No. 8179593, Book 2002P, Page 72 of plats in the Office of the Salt Lake County Recorder, situate in the SW1/4 SE1/4 of Section 20, 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 northerly right of way line of Parkway Boulevard, which point is 48.01 feet N.89°54'42"E. along the section line and 47.00 feet N.00°05'18"W. and 177.92 feet N.89°54'42"E. from the South Quarter Corner of said Section 20; and running thence S.89°54'42"W. 5.00 feet along said existing northerly right of way line; thence N.46°31'07"E. 16.74 feet to the existing westerly right of way line of 3560 West Street; thence South 5.00 feet along said existing westerly right of way line; thence S.47°39'43"W. 9.67 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 47 square feet in area or 0.001 acre, more or less.

(Note: Rotate all bearings in the above description 00°17'19" clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:106:E

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

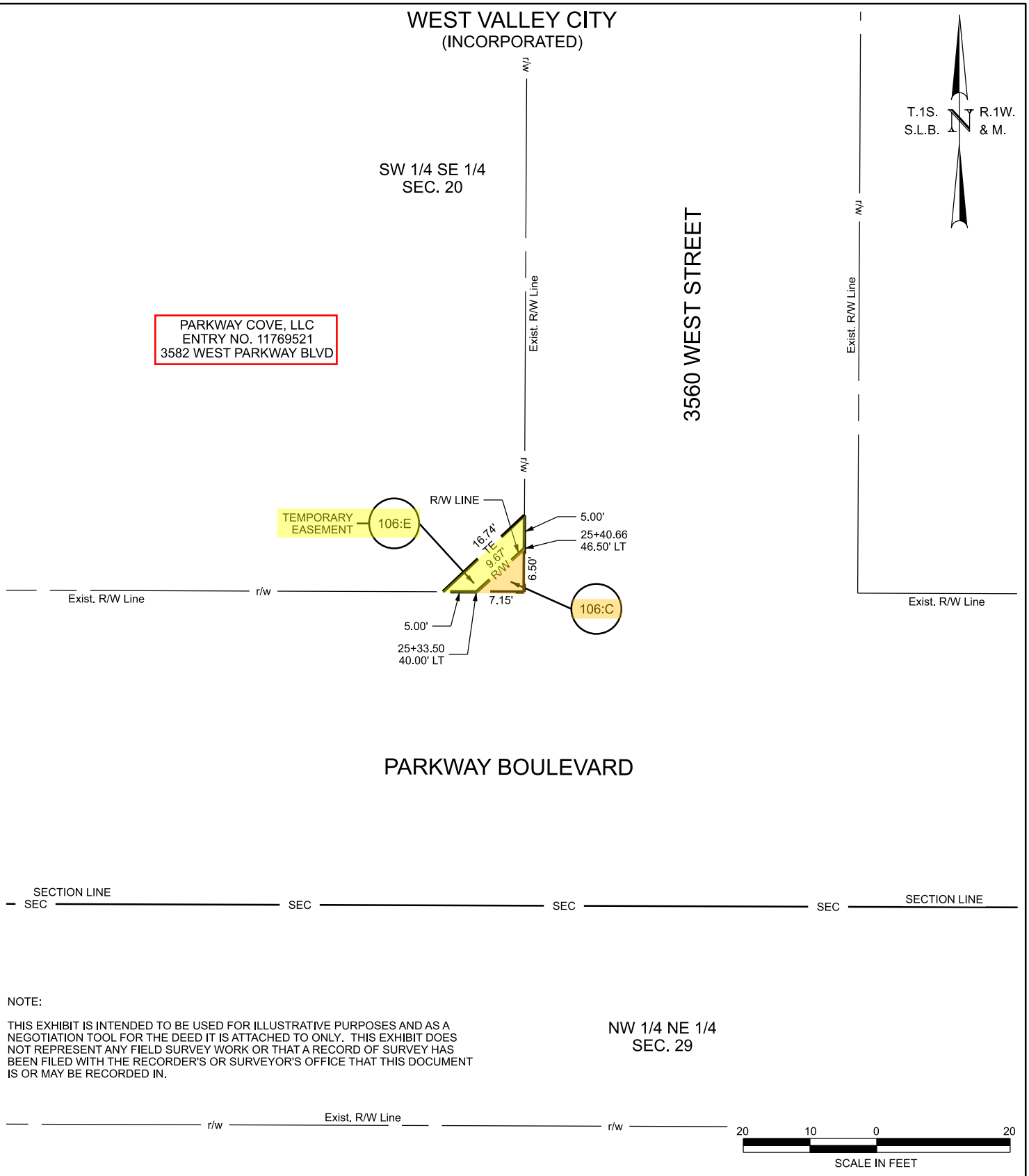
Parkway Cove, LLC
Limited Liability Company

_____
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 Parkway Cove, LLC, a Utah Limited Liability Company and that said document was signed by him/her on behalf of said Parkway Cove, LLC by Authority of its _____.

_____
Notary Public



NOTE:

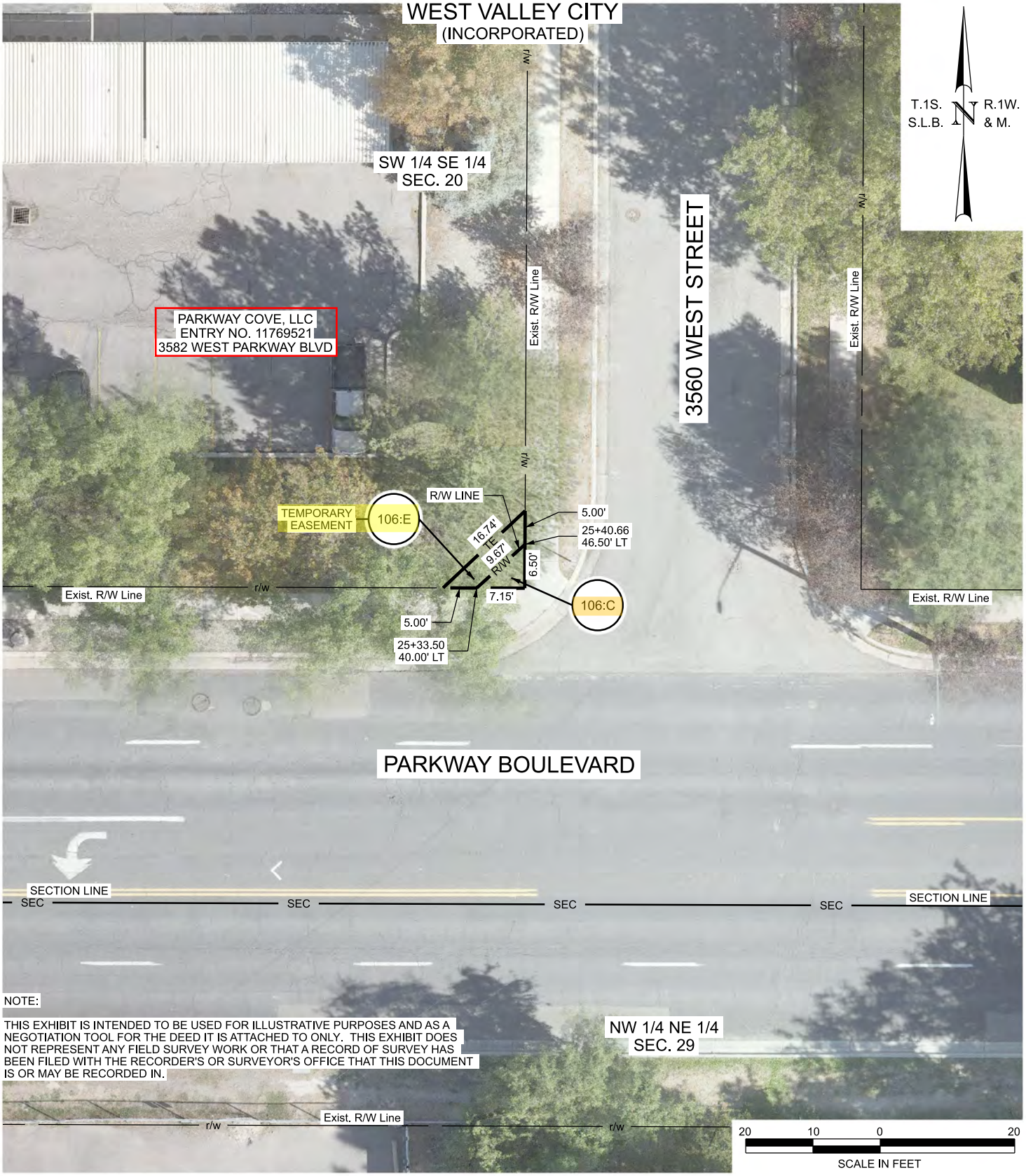
THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED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

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
106:C	PARKWAY COVE, LLC	0.001	23	NONE	1.531	1.530	NONE
106:E	PARKWAY COVE, LLC	0.001	47			TEMPORARY	

SHEET NO. 106-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	PARKWAY COVE, LLC
PROJECT	CROSS TOWNE TRAIL; 2700 WEST	PROPERTY ADRESS:	3582 WEST PARKWAY BLVD
	TO BANGERTER HWY	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2162(2)1 PIN 17869	MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22240-MWN-UDOT-WVC-Cross Towne Trail\17869_ConnectRight of Way\Exhibits\106\17869_F-2162(2)1_01P_106_Exhibit.dgn

21-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
106:C	PARKWAY COVE, LLC	0.001	23	NONE	1.531	1.530	NONE
106:E	PARKWAY COVE, LLC	0.001	47			TEMPORARY	

SHEET NO. 106-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	PARKWAY COVE, LLC
PROJECT	CROSS TOWNE TRAIL; 2700 WEST	PROPERTY ADRESS:	3582 WEST PARKWAY BLVD
	TO BANGERTER HWY	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2162(2)1 PIN 17869	MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22240-MWN-UDOT-WVC-Cross Towne Trail\17869_Connect\Right of Way\Exhibits\106\17869_F-2162(2)1_01P_106_Exhibit-Aerial.dgn
21-APR-2023