



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, April 16, 2024, 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 Will Whetstone
4. Special Recognitions
5. Approval of Minutes:

A. April 9, 2024

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. Resolutions:

- A. 24-57: Authorize the Execution of a Professional Services Agreement with DLS Consulting, Inc.

8. Consent Agenda:

- A. Reso 24-58: Accept a Storm Drainage Easement from Capitol Properties Six LLC for Property Located at 2105 West Printers Row
- B. Reso 24-59: Accept a Storm Drain Easement from Amber View Rental SPE, LLC and Mission 1160, LLC for Property Located at 2064 West Alexander Street
- C. Reso 24-60: Abandon a Storm Drain Easement and Accept a Storm Drainage Easement from Hunt 1920 LLC for Property Located at 1920 West Alexander Street
- D. Reso 24-61: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed, a Perpetual Easement, and Two Temporary Construction Easements With and From the Utah Transit Authority for Property Located at 3616 South Market Street

9. New Business:

A. Reso 24-62: Ratify the City Manager's Appointment of John Flores as Assistant City Manager

10. Motion for Closed Session (if necessary)

11. Adjourn

**MINUTES OF COUNCIL REGULAR MEETING APRIL 9, 2024**

-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, APRIL 9, 2024 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  
William Whetstone, Councilmember District 3  
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

Ifo Pili, City Manager  
Nichole Camac, City Recorder  
John Flores, Interim Assistant City Manager/ HR Director  
Eric Bunderson, City Attorney  
Colleen Jacobs, Police Chief (*electronically*)  
John Evans, Interim City Manager/ Fire Chief  
Jim Welch, Finance Director  
Steve Pastorik, CED Director  
Layne Morris, CPD Director  
Dan Johnson, Public Works Director  
Jamie Young, Parks and Recreation Director  
Jonathan Springmeyer, RDA Director  
Sam Johnson, Strategic Communications Director  
Travis Crosby, IT

**OPENING CEREMONY- COUNCILMEMBER SCOTT HARMON**

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

**APPROVAL OF MINUTES OF REGULAR MEETING HELD APRIL 2, 2024**

The Council considered the Minutes of the Regular Meeting held April 2, 2024. There were no changes, corrections, or deletions.



**MINUTES OF COUNCIL REGULAR MEETING APRIL 9, 2024**

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Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held April 2, 2024. Councilmember Harmon seconded the motion.

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

**ADMINISTRATION OF THE OATH OF OFFICE TO IFO PILI, CITY MANAGER**  
Nichole Camac, City Recorder, administered the oath of office to Ifo Pili, West Valley City Manager.

**COMMENT PERIOD**

**A. PUBLIC COMMENTS**

Steve Rose expressed concern regarding single family homes being rentals, owner rights versus renter rights, and number of people who live in a single-family home.

Jim Vesock stated he would like to see appointments for to the Code Enforcement Review Board. He detailed his plasma transplant process and welcomed Mr. Pili to West Valley City.

Mike Markham welcomed Mr. Pili to West Valley City.

Zach Felt indicated that he lives in Magna but noted he is impressed with the City's well-maintained walkways.

**B. CITY MANAGER COMMENTS**

Ifo Pili, City Manager, indicated that he is happy to be in West Valley City and is looking forward to working with a seasoned and professional staff as well as the Mayor and Council. He thanked the Council for their support and the citizens in attendance for their welcome.

**C. CITY COUNCIL COMMENTS**

Mayor Lang thanked John Evans, Interim City Manager, and John Flores, Interim Assistant City Manager, for their hard work during the City Manager transition and for stepping up to ensure the City continued progress.

Councilmember Huynh echoed Mayor Lang's comments and noted that West Valley City needs people like Mr. Pili and he is excited to move forward with progress.

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

**RESOLUTION 24-53: APPROVE A MEMORANDUM OF UNDERSTANDING TO**

**MINUTES OF COUNCIL REGULAR MEETING APRIL 9, 2024**

**-3-**

**SUPPORT THE CHILDREN'S JUSTICE CENTER**

Mayor Lang presented proposed Resolution 24-53 that would approve a Memorandum of Understanding to Support the Children's Justice Center

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

The Salt Lake County Children’s Justice Center (CJC) is required to maintain a Memorandum of Understanding (MOU) with Allied Agencies to comply with Utah law and to meet the Accreditation Standards of the National Children’s Alliance. Failure to maintain this agreement would negatively impact the funding awarded to the CJC from state and federal sources.

The first agreement was signed with 6 Allied Agencies in 2013. It was renewed again in 2016 due to changes in leadership. In 2019, updates were made to the MOU due to changes in agency leadership in the previous year. The current request to update the MOU is based on a 5-year commitment and merely makes minor adjustments to a few definitions within the MOU.

As an allied agency, West Valley City Police commit to continual use of the Children’s Justice Center to coordinate child abuse investigations, conduct the child victim interviews at the CJC, and participate in team staffing to review the investigative and child protection process.

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

Councilmember Fitisemanu moved to approve Resolution 24-53.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

**MINUTES OF COUNCIL REGULAR MEETING APRIL 9, 2024**

-4-

**RESOLUTION 24-54: APPROVE THE PURCHASE OF GARBAGE CANS FROM WASTEQUIP**

Mayor Lang presented proposed Resolution 24-54 that would approve the Purchase of Garbage Cans from Wastequip.

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

The Sanitation Division regularly purchases new garbage cans to satisfy demand from customers for new cans and to replace damaged cans.

The pricing for the containers is based upon a bid award to other government entities and the containers are procured through OMNIA Partners, a national purchasing organization. The bids obtained through this organization enable the City to benefit from very competitively priced bids from another government agency, satisfying the City's procurement requirements.

This resolution authorizes the purchase of 624 garbage containers.

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 24-54.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

Unanimous.

**CONSENT AGENDA**

A. **RESOLUTION 24-55: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A TEMPORARY**

**MINUTES OF COUNCIL REGULAR MEETING APRIL 9, 2024**

**-5-**

**CONSTRUCTION EASEMENT WITH AND FROM RACHELLE SIERRA FOR PROPERTY LOCATED AT 2765 WEST 3650 SOUTH**

Mayor Lang discussed proposed Resolution 24-555 that would authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Temporary Construction Easement With and From Rachelle Sierra for Property Located at 2765 West 3650 South.

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

The Rachelle L. Sierra parcel located at 2765 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 is \$4000.00 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 \$270.80.

**B. RESOLUTION 24-56: ACCEPT A WARRANTY DEED FROM THE NEW LIFE CENTER UNITED PENTECOSTAL CHURCH FOR PROPERTY LOCATED AT 3885 WEST 4100 SOUTH**

Mayor Lang discussed proposed Resolution 24-555 that would accept a Warranty Deed from the New Life Center United Pentecostal Church for Property Located at 3885 West 4100 South

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

The New Life Center United Pentecostal Church property is located on the southeast corner of 4100 South and 3920 West. As a condition of approval for a building permit for an additional building on the property, conveyance of additional 4100 South right of way was required to accommodate an existing pedestrian ramp on the northwest corner of the property.

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

Councilmember Whetstone moved to approve the items on the Consent Agenda.

**MINUTES OF COUNCIL REGULAR MEETING APRIL 9, 2024**

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Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

**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, APRIL 9, 2024 WAS ADJOURNED AT 6:47 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, April 9, 2024.

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Nichole Camac, CMC  
City Recorder

Item #:	_____
Fiscal Impact:	\$100,000
Funding Source:	NA
Account #:	NA
Budget Opening Required:	No

**ISSUE:**

Approval of a Professional Services Agreement with DLS Consulting, Inc.

**SYNOPSIS:**

This resolution approves a Professional Services Agreement with DLS Consulting, Inc. to provide governmental relations services.

**BACKGROUND:**

During the general and interim sessions of the Utah Legislature, the City often requires assistance in achieving the legislative priorities established by the City Council and City Manager. Since 2005, the City has contracted with DLS Consulting, Inc. to provide governmental relations services. DLS has proven to be an effective and reliable partner in assisting the City at the Capitol and in navigating other challenges. DLS proved to be a particularly valuable partner in managing the unique issues that arose during the 2024 legislative session and helped the City achieve significant results in both appropriations and substantive policy.

The compensation remains unchanged from the prior agreement, which was executed in 2020.

**RECOMMENDATION:**

Approve the resolution.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DLS CONSULTING, INC.**

**WHEREAS**, the City requires assistance with certain governmental relations tasks; and

**WHEREAS**, DLS Consulting, Inc. (“DLS”) is a qualified firm willing to perform said professional services for the City; and

**WHEREAS**, a Professional Services Agreement (the “Agreement”) has been prepared by and between the City and DLS setting forth the terms on which said services shall be rendered; 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 said Agreement.

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

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** (hereinafter referred to as “the Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between West Valley City, a municipal corporation of the State of Utah located at 3600 South Constitution Boulevard, West Valley City, Utah 84119 (hereinafter referred to as the “City”), and DLS Consulting, Inc. (hereinafter referred to as “DLS”).

### **RECITALS**

**WHEREAS**, West Valley City has legislative issues and projects that may be furthered with the assistance of DLS; and

**WHEREAS**, this assistance includes lobbying the Utah Legislature on issues important to the City as mutually agreed to between the parties, as provided herein; and

**WHEREAS**, DLS has certain unique knowledge of legislative processes to assist the City with these issues and projects.

**NOW, THEREFORE**, based on the foregoing, the parties agree as follows:

### **AGREEMENT**

1. DLS agrees to provide services for the City beginning April 1, 2024 through March 30, 2025, and specifically during the interim and general legislative sessions on issues important to the City. The City Manager or designee shall work with DLS in identifying, and agreeing on, which issues are to be included. This agreement shall renew for two additional one year terms unless terminated by either the City or DLS pursuant to Section 14 below.
2. DLS agrees to assist the City regarding legislative relationship building, and other state and local governmental issues.
3. DLS agrees that it will not lobby the City or its officials on behalf of any other client without providing written disclosure of the representation. DLS further agrees to immediately disclose any actual or perceived conflict of interest as it arises.
4. In exchange for the services to be provided by DLS, the City agrees to pay DLS the sum of One Hundred Thousand Dollars (\$100,000). Said payment shall be made in ten monthly payments of Ten Thousand Dollars (\$10,000) each.
5. Applicable Laws.
  - A. DLS shall obey all laws, ordinances, regulations and rules of the federal, state, county, and municipal governments that may be applicable to DLS’s operations. Specifically, DLS shall comply with, but not be limited to complying with, the Equal Employment Opportunity laws, the Fair Labor



Standards Act, Occupational Safety and Health Administration rules and regulations, and the Americans with Disabilities Act.

- B. If DLS's actions constitute or cause a violation of federal, state, or local law, said actions shall constitute a breach of this Agreement, and DLS shall hold the City harmless from any and all liability arising out of or in connection with said violations, including any attorney's fees and costs incurred by City as a result of such violations.
- C. This Agreement shall be construed under and in accordance with the laws of the State of Utah.

6. Notices. Any notice required by this Agreement may be served by mailing or delivering such notice to the following addresses:

If to the City:                    West Valley City  
  Attn: City Manager  
  3600 Constitution Boulevard  
  West Valley City, Utah 84119

If to DLS:                         DLS Consulting, Inc.  
  Attn: David Stewart  
  11671 N. Granite Flats Road  
  Highland, UT 84003  
  (801) 910-3936

Either party may change their address upon written notice to the other party.

7. City Representative. The City hereby appoints the City Manager, or his designee, as the City's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed is timely and adequately performed, and to provide for any City approvals as may be required by this Agreement. The City's representative shall assist in monitoring and evaluating this Agreement to completion. DLS understands and agrees that the City's representative shall have no control over the means, methods, techniques, or procedures employed, it being clearly understood that the City is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of DLS.
8. Attorney's Fees. In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether work is performed by in-house or outside counsel, and whether fees are incurred through initiation of legal proceedings or otherwise.
9. Taxes and Assessments. DLS shall pay all lawful taxes, assessments, or charges which at any time may be levied by the State, County, City, district, or any other

tax or assessment-levying body upon its interest in this Agreement.

10. Entire Agreement. This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party which are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.
11. Assignment. This Agreement may not be transferred or assigned by DLS without the written permission of the City, which may be withheld at the City's sole discretion.
12. Agreement Binding. DLS covenants that the provisions of this Agreement shall be binding upon its heirs, successors, representatives, and agents.
13. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waiver of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
14. Termination: Either DLS or the CITY may terminate this Agreement at any time by giving the other at least thirty (30) days' notice in writing of such termination. In that event, the monthly payments set forth in Section 4 above shall be paid only through the date of termination of this Agreement, and DLS shall have no claim for payments beyond the termination date.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as the day, month, and year first written above.

*(Signatures follow on the next page.)*

WEST VALLEY CITY

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM WVC Attorney's Office  By: _____
---

DLS CONSULTING, INC.

\_\_\_\_\_  
David Stewart

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

**ISSUE:**

Acceptance of a Storm Drainage Easement.

**SYNOPSIS:**

Capitol Properties Six LLC, a Utah limited liability company has signed a Storm Drainage Easement for property located at 2105 W. Printers Row (15-22-276-013).

**BACKGROUND:**

The Capitol Properties Six LLC parcel located at 2329 – 2329 W. Orton Circle is one of several properties affected by the Brighton Canal Storm Drain Project; 2600 West to Redwood Road, scheduled to be constructed in 2024. This project will include construction of storm drain piping through portions of the former Brighton Canal and eliminate any open storm water ditches through the project area.

Decker Lake Business Park was developed prior to the incorporation of West Valley City. Storm water was historically allowed to drain into two ditches on either side of the Brighton Canal. This existing system does not function very well and has caused ongoing maintenance and flooding problems. The Brighton Canal no longer operates in this area and has largely been abandoned, which now provides the opportunity to consolidate and pipe the storm water into one system.

**RECOMMENDATION:**

Accept Storm Drainage Easement and authorize City Recorder to record said Storm Drainage Easement for and on behalf of West Valley City.

**SUBMITTED BY:**

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

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING A STORM DRAINAGE EASEMENT  
FROM CAPITOL PROPERTIES SIX LLC FOR PROPERTY  
LOCATED AT 2105 WEST PRINTERS ROW.**

**WHEREAS**, Capitol Properties Six LLC (“Owner”) owns property located at 2105 West Printers Row which is adjacent to the City’s Brighton Canal Storm Drain Project (the “Project”); and

**WHEREAS**, a Storm Drainage Easement (the “Easement”) is required to convey an easement currently owned by Owner in order to construct the Project; and

**WHEREAS**, Owner has executed said Easement; and

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

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

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

WHEN RECORDED RETURN TO:

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

Space above for County Recorder's use

Portion of parcel #15-21-276-011 and 15-21-276-013

**STORM DRAINAGE EASEMENT**

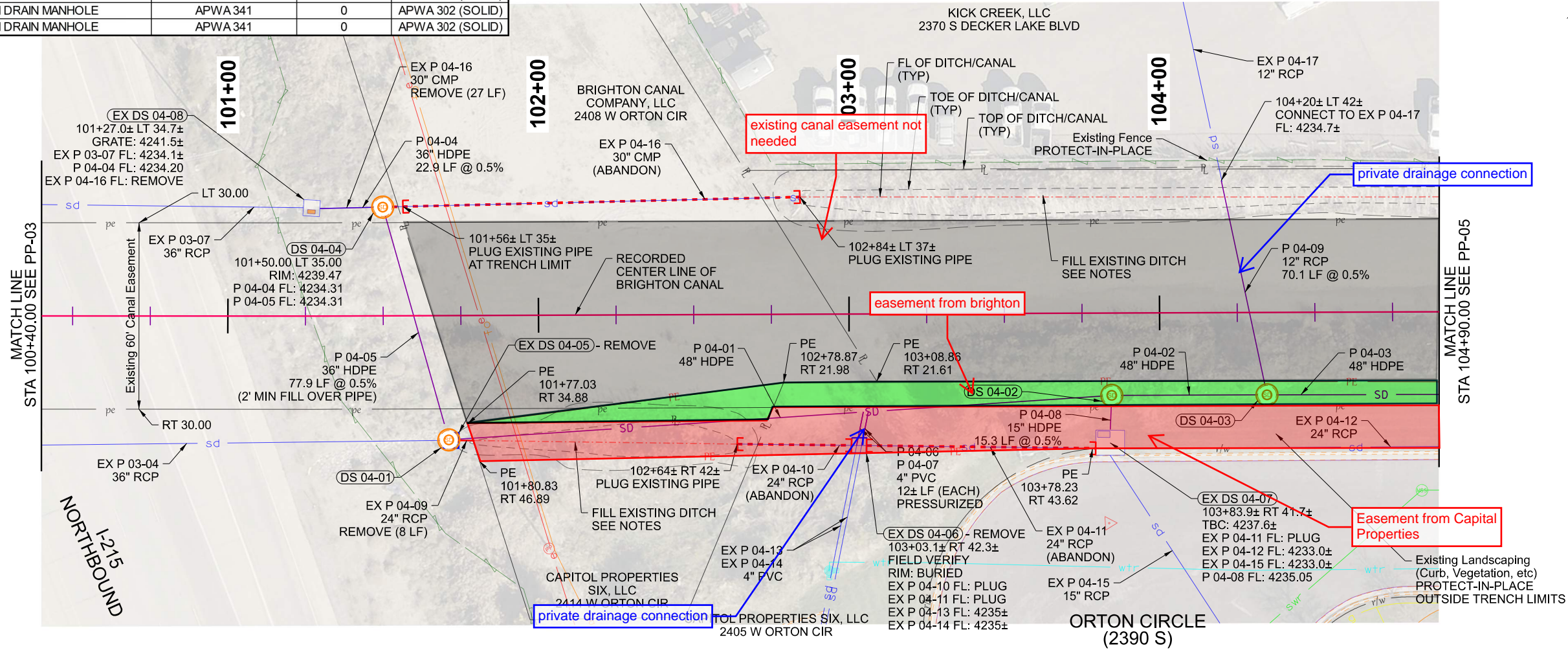
For valuable consideration, receipt whereof is hereby acknowledged, **Capitol Properties Six LLC, a Utah limited liability company**, GRANTOR, hereby grants to West Valley City, a municipal corporation of the State of Utah, whose address 3600 S. Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual non-exclusive Storm Drain Easement for the installation, operation, maintenance, enlargement, inspection and replacement of storm drain piping and related facilities, on, over, under, and across real properties located in West Valley City, Salt Lake County, State of Utah, said easement being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Orton Circle (2390 South) also shown per the road dedication plat of Orton Circle, according to the official plat thereof recorded in Book 97-4P at Page 114 in the office of the Salt Lake County Recorder, said point being South 89°55'24" West along the center section line 588.84 feet and North 05°48'00" East 112.38 feet from the East Quarter Corner of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence along said northerly right-of-way line and along a curve to the right having a radius of 176.00 feet, chord bears North 69°34'46" West 70.10 feet, for an arc distance 70.57 feet; thence North 58°05'33" West 356.22 feet along said northerly right-of-way line; thence North 59°03'27" West 202.70 feet; thence North 14°21'00" East 12.60 feet; thence along the southern boundary of the Brighton Canal Company property the following two (2) courses: 1) South 58°50'42" East 96.89 feet, 2) North 54°47'50" East 4.00 feet to the southerly boundary of the Brighton Canal Easement; thence South 58°08'11" East 532.95 feet along the southerly boundary of said easement to the POINT OF BEGINNING. Encompassing 8,267 square feet.

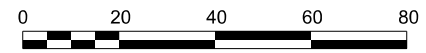
Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.



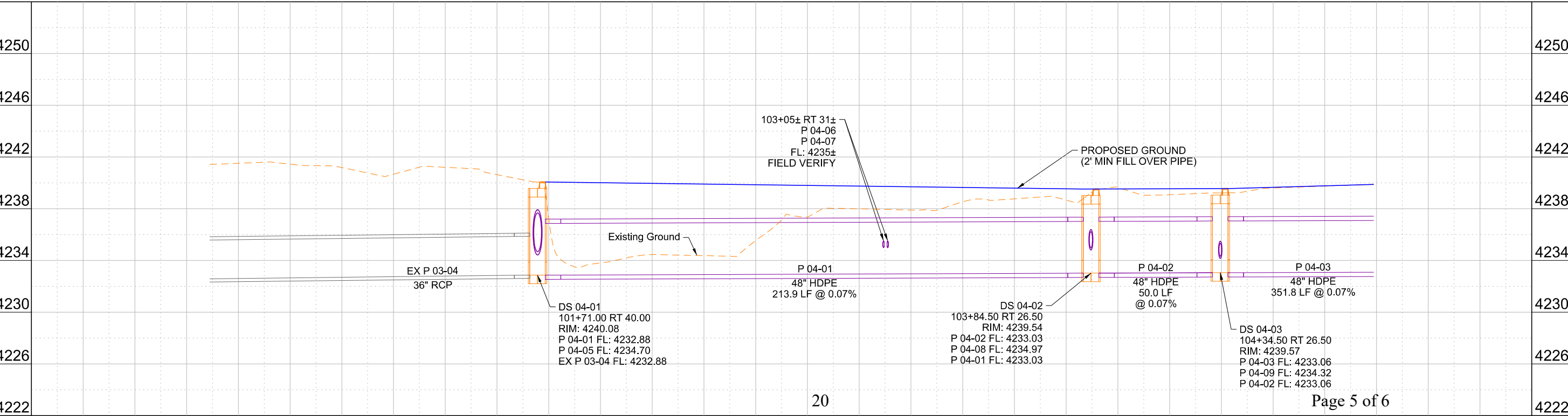
DRAINAGE STRUCTURE TABLE				
ID	STRUCTURE TYPE	STANDARD	SUMP DEPTH	GRATE/COVER
DS 04-01	6' STORM DRAIN MANHOLE	APWA 341	0	APWA 302 (GRATE)
DS 04-02	6' STORM DRAIN MANHOLE	APWA 341	0	APWA 302 (SOLID)
DS 04-03	6' STORM DRAIN MANHOLE	APWA 341	0	APWA 302 (SOLID)
DS 04-04	6' STORM DRAIN MANHOLE	APWA 341	0	APWA 302 (SOLID)



- NOTES:**
1. FILL AND GRADE EXISTING DITCH/CANAL WITH EXCAVATED NATIVE MATERIAL (MAX PARTICLE SIZE OF 3").
  2. RESTORE LANDSCAPING OR GRAVEL IN KIND. PLACE BROADCAST SEED AND WOOD FIBER MULCH ON ALL DISTURBED NON-LANDSCAPED AREAS.
  3. TREE REMOVALS WILL BE DETERMINED IN FIELD AND MUST BE APPROVED BY WVC ENGINEER PRIOR TO REMOVAL.



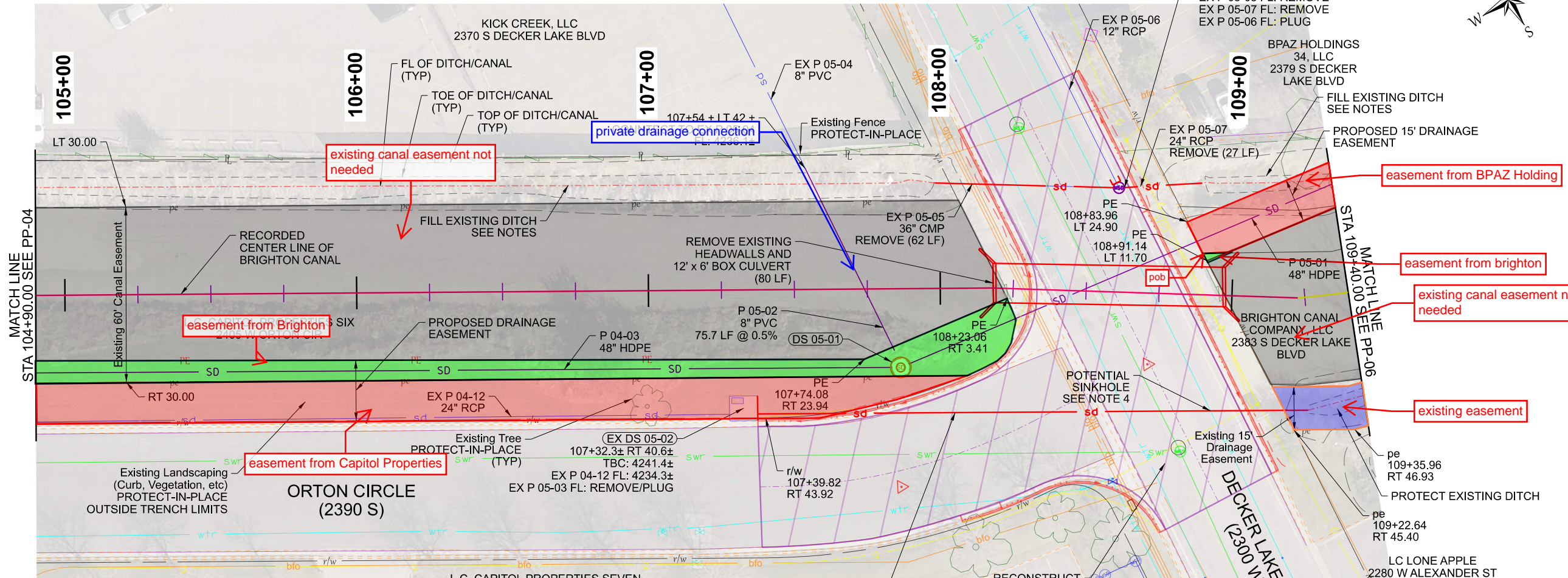
I:\ENGIN\PROJECTS\Brighton Canal Survey\_P\469\CADD\Drawings\Plan\_Sat\PP-04.dgn 6/28/24 PM 12/5/2023



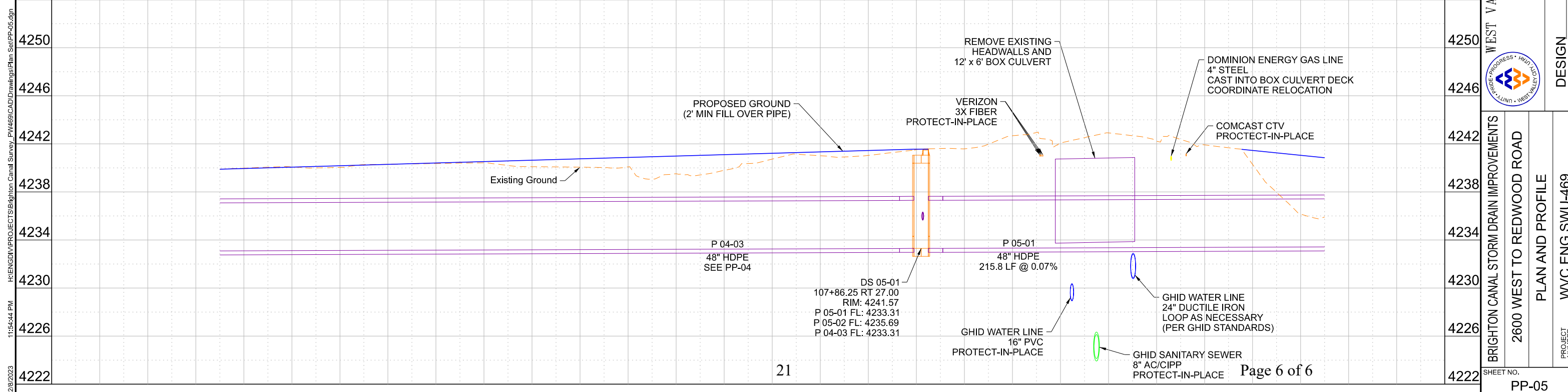
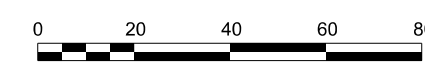
DESIGN	CHECK	DRAWN	CHECK
WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720			
DESIGN			12/5/2023 DATE
BRIGHTON CANAL STORM DRAIN IMPROVEMENTS 2600 WEST TO REDWOOD ROAD PLAN AND PROFILE			PROJECT NUMBER WVC ENG SWU-469
SHEET NO. PP-04			NO. BY DATE



DRAINAGE STRUCTURE TABLE				
ID	STRUCTURE TYPE	STANDARD	SUMP DEPTH	GRATE/COVER
DS 05-01	6' STORM DRAIN MANHOLE	APWA 341	0	APWA 302 (SOLID)



- NOTES:**
1. FILL AND GRADE EXISTING DITCH/CANAL WITH EXCAVATED NATIVE MATERIAL (MAX PARTICLE SIZE OF 3").
  2. RESTORE LANDSCAPING OR GRAVEL IN KIND. PLACE BROADCAST SEED AND WOOD FIBER MULCH ON ALL DISTURBED NON-LANDSCAPED AREAS.
  3. TREE REMOVALS WILL BE DETERMINED IN FIELD AND MUST BE APPROVED BY WVC ENGINEER PRIOR TO REMOVAL.
  4. COORDINATE WITH GHID TO EXPOSE WATERLINE FOR WATERLINE INSPECTION.



DESIGN	CHECK	DRAWN	CHECK
WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720			
12/8/2023 DATE			NO. BY
DESIGN			REVISIONS
PROJECT NUMBER WVC ENG SWU-469			DATE
SHEET NO. PP-05			DATE

12/8/2023 11:54:44 PM I:\ENGIN\PROJECTS\Brighton Canal Survey\_P\469\CAD\Drawings\Plan\_Sat\PP-05.dgn

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

**ISSUE:**

Authorization, acceptance and execution of a Storm Drain Easement.

**SYNOPSIS:**

Amber View Rental SPE, LLC, a California limited liability company and Mission 1160, LLC, a California limited liability company have signed a Storm Drain Easement (two easements) for property located at 2064 W. Alexander Street (15-22-152-022).

**BACKGROUND:**

The Amber View Rental SPE, LLC and Mission 1160, LLC parcel located at 2064 W. Alexander Street is one of several properties affected by the Brighton Canal Storm Drain Project; 2600 West to Redwood Road, scheduled to be constructed in 2024. This project will include construction of storm drain piping through portions of the former Brighton Canal and eliminate any open storm water ditches through the project area.

Decker Lake Business Park was developed prior to the incorporation of West Valley City. Storm water was historically allowed to drain into two ditches on either side of the Brighton Canal. This existing system does not function very well and has caused ongoing maintenance and flooding problems. The Brighton Canal no longer operates in this area and has largely been abandoned, which now provides the opportunity to consolidate and pipe the storm water into one system.

**RECOMMENDATION:**

Accept Storm Drain Easement, authorize mayor to sign said Storm Drain Easement and authorize City Recorder to record said Storm Drain Easement for and on behalf of West Valley City.

**SUBMITTED BY:**

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

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING A STORM DRAIN EASEMENT FROM  
AMBER VIEW RENTAL SPE, LLC AND MISSION 1160, LLC FOR  
PROPERTY LOCATED AT 2064 WEST ALEXANDER STREET.**

**WHEREAS**, Amber View Rental SPE, LLC and Mission 1160, LLC (herein and collectively “Owner”) own property located at 2064 West Alexander Street which is adjacent to the City’s Brighton Canal Storm Drain Project (the “Project”); and

**WHEREAS**, a Storm Drain Easement (the “Easement”) is required to convey easements currently owned by Owner in order to construct the Project; and

**WHEREAS**, Owner has executed said Easement; and

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

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

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

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

Portion of parcel #15-22-152-022

### **STORM DRAIN EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, Amber View Rental SPE, LLC, a California limited liability company and Mission 1160, LLC, a California limited liability company ("Grantor") and West Valley City, a municipal corporation of the State of Utah, whose address 3600 S. Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns ("Grantee"), hereby enter into this agreement entitled Storm Drain Easement (this "Agreement") effective the Effective Date, defined below. Grantor hereby transfers to Grantee two perpetual non-exclusive Storm Drain Easement for the installation, operation, maintenance, enlargement, inspection and replacement of storm drain piping and related facilities, on, over, under, and across real properties located in West Valley City, Salt Lake County, State of Utah. Said Storm Drain Easement is subject to the provisions of this Agreement. Said easements are more particularly described as follows and as shown on attached "Exhibit A":

#### **Easement #1**

Beginning at a point a point on the northerly boundary of an existing 15 foot Drainage Easement, as shown on that certain ALTA/NSPS Survey prepared by David S. Draper, License No. 6861599, dated March 1, 2017, and filed in the office of the Salt Lake County Surveyor as No. S2017-08-0507, said point being East 881.72 feet and North 520.91 feet from the West Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 8.49 feet to the northerly boundary of Grantors' property; thence North 63°41'12" East 16.71 feet along said northerly boundary; thence South 8.80 feet to the northerly boundary of said Drainage Easement; thence South 64°40'03" West 16.57 feet to the POINT OF BEGINNING. Encompassing 129 square feet.

#### **Easement #2**

Beginning at a point a point on the northerly boundary of an existing 15 foot Drainage Easement, as shown on that certain ALTA/NSPS Survey prepared by David S. Draper, License No. 6861599, dated March 1, 2017, and filed in the office of the Salt Lake County Surveyor as No. S2017-08-0507, said point being East 1,015.64 feet and North 580.34 feet from the West Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 14°43'14" West 10.05 feet to the northerly boundary of Grantors' property; thence along said northerly boundary and along a curve to the right having a radius of 178.04 feet, chord bears North 78°07'32" East 15.02 feet, for an arc distance of 15.02 feet; thence South 14°43'14" East 13.18 feet to the northerly boundary of said Drainage Easement; thence South 89°45'46" West 15.49 feet to the POINT OF BEGINNING. Encompassing 176 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

Nothing herein shall be interpreted to (i) require Grantor to remove any existing improvements and/or (ii) interfere with Grantor's (or its tenant's) right to use, maintain, repair and replace such existing improvements located within easement area.

The easement granted to Grantee herein is non-exclusive. Grantor reserves the right to grant other easement rights in and to the easement area, provided that such easement rights shall not interfere with the easement rights granted hereunder.

Grantee, in consideration of the easement rights granted herein, hereby covenants and agrees that, effective as of the Effective Date (defined below):

(a) Grantee will act reasonably in its exercise of the easement rights granted and performance of the obligations undertaken hereunder (it being the intent of the parties hereto to recognize that Grantee shall, at all times, use its commercially reasonable efforts not to unreasonably interfere with Grantor's its tenant's rights to access and use Grantor's property.

(b) Grantee will maintain public liability insurance for personal injury and property damage for the benefit of Grantor and any other owners or tenants of Grantor's property or portions thereof hereafter designated by Grantor, which shall cover Grantee's use and enjoyment of the easement granted herein, in amounts customarily written on comparable properties in the County of Salt Lake, but in no event less than \$2,000,000 per occurrence, \$3,000,000 in the aggregate.

(c) Grantee shall use its reasonable efforts to avoid causing any undue damage to, or interference with, any improvements on the easement area and Grantor's property. Grantee shall restore the easement area and Grantor's property to their original condition (or a condition as near as possible to such original condition), ordinary wear and tear excepted, if it unduly disturbs the same in the exercise of its rights hereunder, including, but not limited to, the restoration of any parking area or landscaping which may be unduly damaged or disturbed.



(d) Within a reasonable period of time after Grantee is no longer utilizing the easement granted hereunder, it will deliver to Grantor a quitclaim deed in recordable form, whereby it quitclaims to Grantor all of its right, title and interest in and to the easement area.

(e) Grantee shall protect, indemnify and defend Grantor, its tenant and their respective agents, directors, officers, shareholders, employees, successors and assigns (each an "Indemnatee") against and hold each Indemnatee harmless from any and all loss, cost, damage or claim thereof, expense or liability, including attorneys' fees and costs, whatsoever arising out of any injury to or death of persons or damage to property occurring in, on or about the easement area as a result of the exercise by Grantee or any of its employees, agents or contractors of Grantee's rights hereunder, except to the extent any such injury or damage may be caused by any such Indemnatee. The foregoing indemnification requirements shall survive the termination of this Agreement.

(f) Grantee shall provide written notice to Grantor of any anticipated or actual impact on Grantor's property, expected to result or resulting from Grantee's use of the easement or otherwise arising from the obligations stated above, within a reasonable time after any decision or discovery by Grantee with respect thereto.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

In the event either party brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and reasonable costs incurred in such action or proceeding, in addition to any other damages or relief awarded.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date").

**Grantor:**

**Amber View Rental SPE, LLC, a California limited liability company**

By: ASW

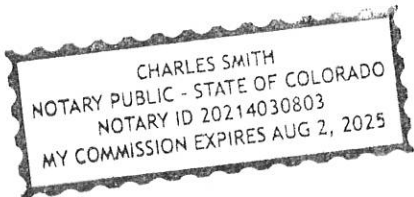
Name: Stephen Swire

Title: Manager

State of Colorado )

County of Pitkin )  
:SS

On the 5 day of March, 2024, personally appeared before me Stephen Swire whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Manager of Amber View Rental SPE, LLC, a California limited liability company, by authority of its members or its articles of organization, and that he/she acknowledged to me that said limited liability company executed the same.



[Signature]  
Notary Public

**Grantor:**

**Mission 1160, LLC, a California limited liability company**

By: 

Name: DAVID FRIEDKIN

Title: MANAGER

State of \_\_\_\_\_ )

:ss

County of \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_ whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the \_\_\_\_\_ of Mission 1160, LLC, a California limited liability company, by authority of its members or its articles of organization, and that he/she acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
Notary Public



# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of ALAMEDA )

On March 1st, 2024 before me, FRANCES JUNE CHINN, NOTARY PUBLIC  
(here insert name and title of the officer)

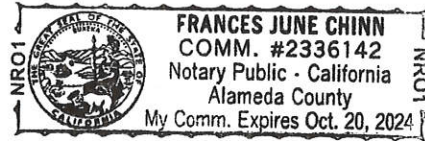
personally appeared DAVIA FRIEDKIN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Frances June Chinn



(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

Additional Signer(s)  Signer(s) Thumbprint(s)

\_\_\_\_\_

**Grantee:**

**West Valley City, a municipal corporation of the State of Utah**

By: \_\_\_\_\_

Name: \_\_\_\_\_

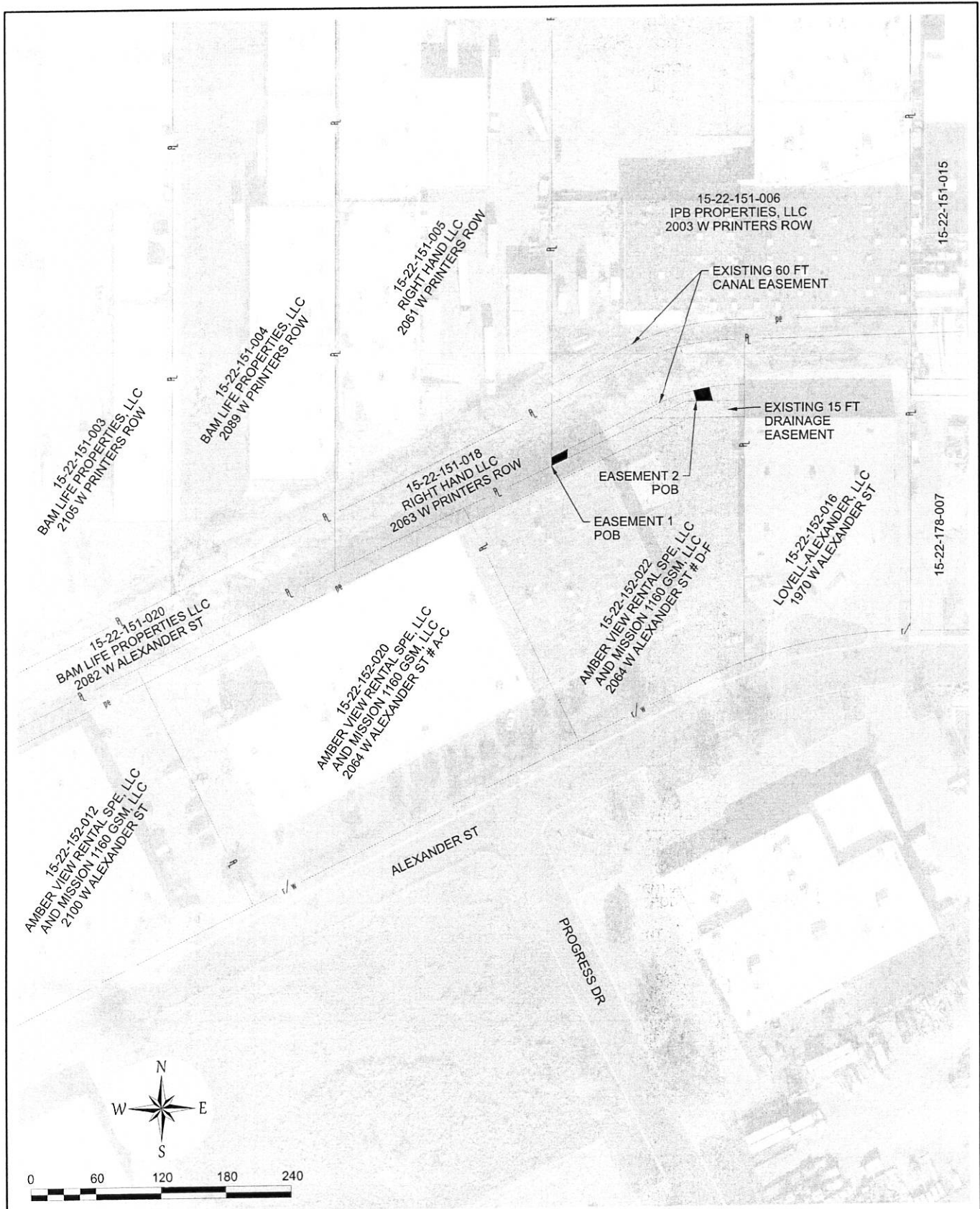
Title: \_\_\_\_\_


State of Utah            )  
                                  :ss  
County of Salt Lake    )

On the day of , 2024, personally appeared before me \_\_\_\_\_ whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the \_\_\_\_\_ of West Valley City, a municipal corporation of the State of Utah, by authority of the laws governing said organization, and that he/she acknowledged to me that said municipal corporation executed the same.

\_\_\_\_\_  
Notary Public

# EXHIBIT "A"



SHEET NO. 2064 W	BRIGHTON CANAL STORM DRAIN IMPROVEMENTS	 <b>WEST VALLEY CITY PUBLIC WORKS DEPARTMENT</b> <b>ENGINEERING DIVISION</b> 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720	DESIGN _____	<table border="1"> <tr> <td>REMARKS</td> <td>DATE</td> <td>NO.</td> <td>BY</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	REMARKS	DATE	NO.	BY								
	REMARKS		DATE		NO.	BY										
2600 WEST TO REDWOOD ROAD	DESIGN _____															
2064 W TO WVC EASEMENTS	CHECK _____															
PROJECT NUMBER: WVC ENG SWU-469	DRAWN _____	CHECK _____														
	DESIGN _____		REVISIONS													
	PROFESSIONAL ENGINEER _____	DATE _____														

FILE: 2024\_12:46:46 PM: H:\ENGINEERING\PROJECTS\Brighton Canal Survey.PW469\CAD\Drawings\FED Exhibits\RGW BRIGHTON 2064W.dgn

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

**ISSUE:**

Acceptance of a Storm Drainage Easement and approval and execution of an Abandonment of Storm Drain Easement.

**SYNOPSIS:**

Hunt 1920 LLC, a Utah limited liability company has agreed to sign a Storm Drainage Easement for property located at 1920 W. Alexander Street (15-22-178-020) in exchange for West Valley City signing an Abandonment of Storm Drain Easement across property located at 1940 W. Alexander Street.

**BACKGROUND:**

The Hunt 1920 LLC parcel located at 1920 W. Alexander Street is one of several properties affected by the Brighton Canal Storm Drain Project; 2600 West to Redwood Road, scheduled to be constructed in 2024. This project will include construction of storm drain piping through portions of the former Brighton Canal and eliminate any open storm water ditches through the project area. Upon completion of this project, the existing Storm Drain Easement across the parcel located at 1940 W. Alexander Street will no longer be needed.

Decker Lake Business Park was developed prior to the incorporation of West Valley City. Storm water was historically allowed to drain into two ditches on either side of the Brighton Canal. This existing system does not function very well and has caused ongoing maintenance and flooding problems. The Brighton Canal no longer operates in this area and has largely been abandoned, which now provides the opportunity to consolidate and pipe the storm water into one system.

**RECOMMENDATION:**

Accept Storm Drainage Easement and authorize the mayor to execute the Abandonment of Storm Drain Easement. Authorize the City Recorder to record said Storm Drainage Easement and Abandonment of Storm Drain Easement for and on behalf of West Valley City.

**SUBMITTED BY:**

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

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ABANDONING A STORM DRAIN EASEMENT AND ACCEPTING A STORM DRAINAGE EASEMENT FROM HUNT 1920 LLC FOR PROPERTY LOCATED AT 1920 WEST ALEXANDER STREET.**

**WHEREAS**, Hunt 1920 LLC (“Owner”) owns property located at 1920 West Alexander Street which is adjacent to the City’s Brighton Canal Storm Drain Project (the “Project”); and

**WHEREAS**, a Storm Drainage Easement (the “Easement”) is required to convey an easement currently owned by Owner in order to construct the Project; and

**WHEREAS**, Owner has executed said Easement; and

**WHEREAS**, said Easement will make an existing Storm Drain Easement unnecessary, allowing the City to execute an Abandonment of Storm Drain Easement (the “Abandonment”); and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to accept the Easement and execute the Abandonment.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City, Utah, that the Easement is hereby accepted in substantially the form attached, that the Mayor is authorized to execute the Abandonment for and on behalf of West Valley City, and that the City Recorder is authorized to record said Abandonment and Easement for and on behalf of West Valley City.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

When recorded Mail to:  
West Valley City Recorder  
3600S. Constitution Blvd.  
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL I.D. #15-22-178-007

### ABANDONMENT OF STORM DRAIN EASEMENT

West Valley City, a municipal corporation of the State of Utah, located at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, hereby abandons and releases a **Storm Drain Easement** recorded **May 12, 2010** as Entry No. **10951422** in the office of the Salt Lake County Recorder, and all its right, title and interest related to the use of said easement as a Storm Drain Easement upon the following described property located in West Valley City, Salt Lake County, State of Utah, more particularly described as follows:

#### 15.0' Storm Drain Easement

Beginning at a point which is North 367.62 feet and East 1213.62 feet from the West Quarter Comer of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, thence North 216.15 feet along Grantor's west property line to the Point of Beginning, and running thence North 15.00 feet along Grantor's west property line; thence South 89°13'30" East 230.78 feet to the east boundary of Grantor's property; thence South 15.00 feet along said east boundary; thence North 89°13'30" West 230.78 feet to the Point of Beginning. Encompassing 3,461 square feet.

IN WITNESS WHEREOF, West Valley City has executed this Release effective as of this \_\_\_ day of \_\_\_\_\_, 2024.

**West Valley City, a municipal corporation of the State of Utah**

\_\_\_\_\_  
**Karen Lang, Mayor**



WHEN RECORDED RETURN TO:

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

Space above for County Recorder's use

Portion of parcel #15-22-178-022

**STORM DRAINAGE EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **HUNT 1920 LLC, a Utah limited liability company**, GRANTOR, hereby grants to West Valley City, a municipal corporation of the State of Utah, whose address 3600 S. Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual non-exclusive Storm Drain Easement for the installation, operation, maintenance, enlargement, inspection and replacement of storm drain piping and related facilities, on, over, under, and across real properties located in West Valley City, Salt Lake County, State of Utah, said easement being more particularly described as follows:

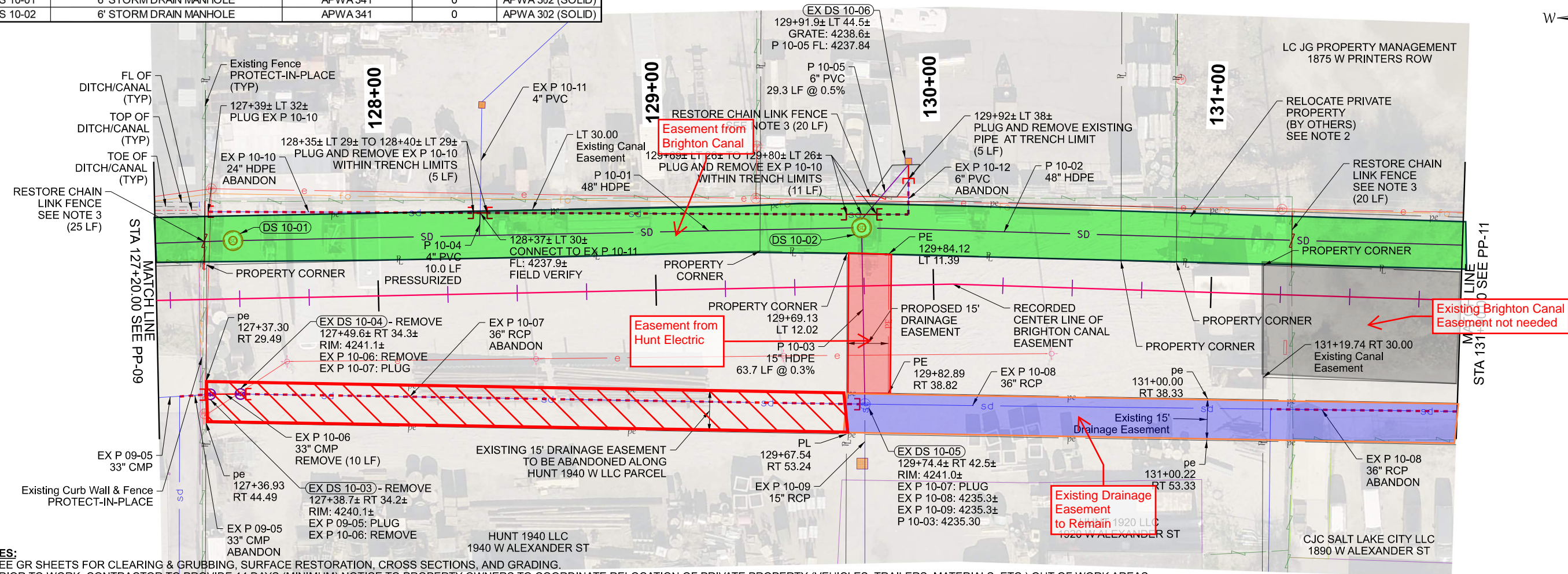
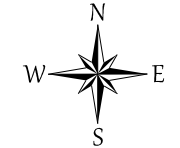
Beginning at the northwest corner of a Storm Drain Easement in favor of West Valley City, recorded as Entry No. 10951421 in the office of the Salt Lake County Recorder, said point being 368.876 feet North and 1444.369 feet East and 226.78 feet North along the west boundary of Grantor's property from the West Quarter Corner of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 50.285 feet to the northwest corner of Grantor's property; thence South 88°58'53" East 15.00 feet along the northerly boundary of Grantor's property; thence South 50.22 feet to the northerly boundary of said existing easement; thence North 89°13'30" West 15.00 feet to the POINT OF BEGINNING. Encompassing 754 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

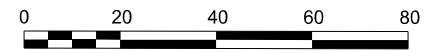




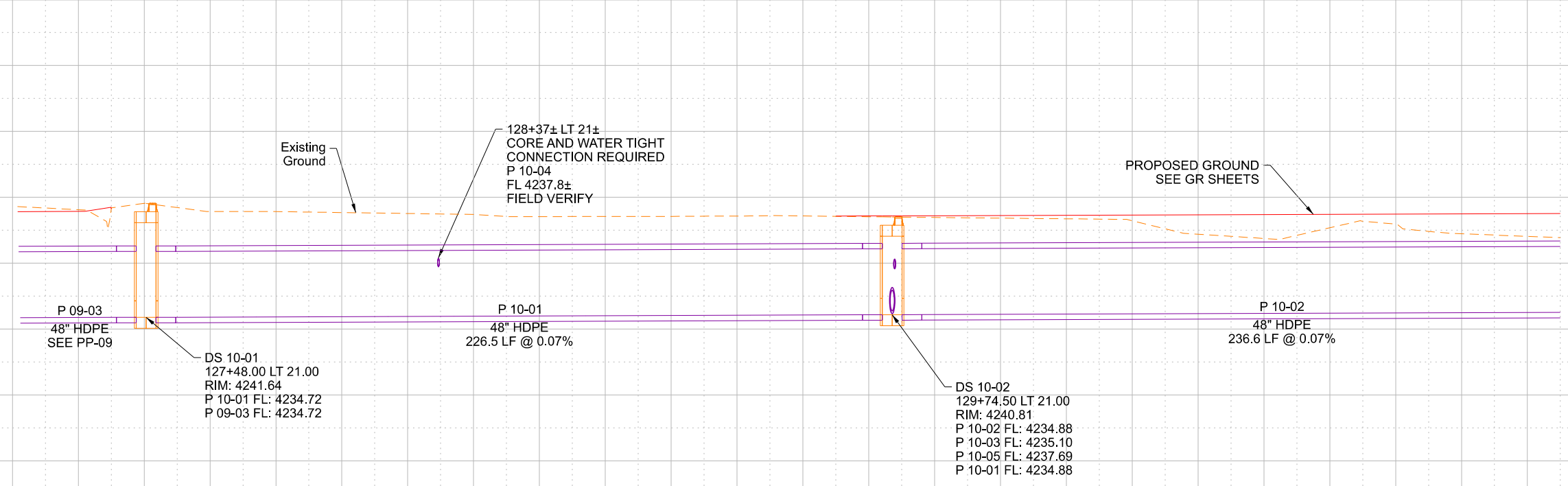
DRAINAGE STRUCTURE TABLE				
ID	STRUCTURE TYPE	STANDARD	SUMP DEPTH	GRATE/COVER
DS 10-01	6' STORM DRAIN MANHOLE	APWA 341	0	APWA 302 (SOLID)
DS 10-02	6' STORM DRAIN MANHOLE	APWA 341	0	APWA 302 (SOLID)



- NOTES:**
- SEE GR SHEETS FOR CLEARING & GRUBBING, SURFACE RESTORATION, CROSS SECTIONS, AND GRADING.
  - PRIOR TO WORK, CONTRACTOR TO PROVIDE 14 DAYS (MINIMUM) NOTICE TO PROPERTY OWNERS TO COORDINATE RELOCATION OF PRIVATE PROPERTY (VEHICLES, TRAILERS, MATERIALS, ETC.) OUT OF WORK AREAS.
  - RESTORE CHAIN LINK FENCE IMPACTED BY PIPE INSTALLATION. PROVIDE TEMPORARY FENCE UNTIL PERMANENT FENCE IS RESTORED.
  - PROPERTY DATA FROM SALT LAKE COUNTY PUBLIC RECORDS.
  - PROPERTY CORNERS TO BE VERIFIED BY PROFESSIONAL LAND SURVEYOR PRIOR TO MARKING PROPERTY LINES OR ESTABLISHING PROPERTY BOUNDARY. RECORDS OF SURVEY REQUIRED TO SET PROPERTY CORNERS AND ESTABLISH THE NORTHERLY BOUNDARY OF HUNT PROPERTIES (PARCELS 15-22-178-007 & 15-22-178-022) AND THE SOUTHERLY BOUNDARIES OF THE STACAM ENTERPRISES, LLC PROPERTIES (PARCESS (15-22-177-014 & 15-22-177-015))



3/25/2024 4:52:35 PM I:\ENGIN\PROJECTS\Brighton Canal Survey\_PW469\CADD\Drawings\PDF Exhibits\Hunt Electric.dgn



DESIGN	CHECK	DRAWN	CHECK	REVISIONS
WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720				3/25/2024 DATE
BRIGHTON CANAL STORM DRAIN IMPROVEMENTS 2600 WEST TO REDWOOD ROAD HUNT PROPERTY EXHIBIT				WVC ENG SWU-469 PROJECT NUMBER
DESIGN				3/25/2024 DATE
SHEET NO. EX-HNT				NO. BY DATE





Item #:	
Fiscal Impact:	<u>\$4,610.37 (6.77% of actual cost)</u>
Funding Source:	<u>Federal STP Funds</u>
Account #:	<u>45-9610-40750-75276-0200</u>
Budget Opening Required:	<u>No</u>

**ISSUE:**

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

**SYNOPSIS:**

Utah Transit Authority has signed a Real Estate Purchase Contract and has agreed to sign a Warranty Deed, a Perpetual Easement (Storm Drain Easement) and two Temporary Construction Easements for properties located at 3616 S. Market Street (15-33-128-046, 15-33-129-051 and 15-33-128-053).

**BACKGROUND:**

The Utah Transit Authority parcels located at 3616 S. Market 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 Warranty Deed, a Perpetual Easement and two Temporary Construction Easements is \$68,100.00 and was based upon the appraisal report 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 \$4,610.37.

**RECOMMENDATION:**

Accept Warranty Deed, Perpetual Easement and two Temporary Construction Easements and authorize the mayor to execute the Real Estate Purchase Contract. Warranty Deed, a Perpetual Easement and two Temporary Construction Easements 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 TWO TEMPORARY CONSTRUCTION EASEMENTS WITH AND FROM THE UTAH TRANSIT AUTHORITY FOR PROPERTY LOCATED AT 3616 SOUTH MARKET STREET.**

**WHEREAS**, the Utah Transit Authority (herein “Owner”) has entered into a Real Estate Purchase Contract for property located at 3616 South Market Street that is affected by the Lancer Way Reconstruction Project (herein “Project”); and

**WHEREAS**, Owner has also signed a Warranty Deed, a Perpetual Easement, and two Temporary Construction Easements (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 \_\_\_\_\_, 2024.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER



West Valley City

## REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 128:2E, 128:C, 128:E, 128:EC

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: 15-33-128-046, 15-33-129-051, 15-33-128-053

Property Address: 3618 South Market St WEST VALLEY CITY UT, 84119

Owner's Address: 669 West 200 South, Salt Lake City, UT, 84101

Primary Phone:

Owner's Home Phone:

Owner's Work Phone: 801-237-1995

Owner / Grantor (s): Utah Transit Authority, a public transit district organized pursuant to Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Utah Transit Authority, a public transit district organized pursuant to Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("Owner") agrees to sell to West Valley City ("The City") the Subject Property described below for Transportation Purposes,<sup>1</sup> and the City and Owner agree as follows:

**1. SUBJECT PROPERTY.** The Subject Property referred to in this Contract is identified as parcel numbers 128:2E, 128:C, 128:E, 128:EC, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

**2. PURCHASE PRICE.** The City shall pay and Owner accepts \$68,100 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **Small Plants (12) in the amount of \$242.00 which is included in the Total Purchase Price.**

**3. SETTLEMENT AND CLOSING.**

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

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

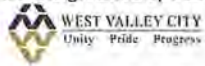
**3.3 Possession.** Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation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

**4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.**

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

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





# West Valley City

## REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 128:2E, 128:C, 128:E, 128:EC  
 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: 15-33-128-046, 15-33-129-051, 15-33-128-053  
 Property Address: 3618 South Market St WEST VALLEY CITY UT, 84119  
 Owner's Address: 669 West 200 South, Salt Lake City, UT, 84101  
 Primary Phone: Owner's Home Phone: Owner's Work Phone: 801-237-1995  
 Owner / Grantor (s): Utah Transit Authority, a public transit district organized pursuant to Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended

### 4.2 Fees/Costs.

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

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

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

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

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

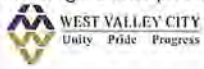
**8. AUTHORITY OF SIGNER(S).** If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

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

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

### 11. ADDITIONAL TERMS (IF APPLICABLE):

The contractor will repair/replace any impacted sod and sprinkler lines within the easements as part of the project.



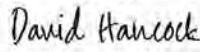

# West Valley City

## REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 128:2E, 128:C, 128:E, 128:EC  
 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: 15-33-128-046, 15-33-129-051, 15-33-128-053  
 Property Address: 3618 South Market St WEST VALLEY CITY UT, 84119  
 Owner's Address: 669 West 200 South, Salt Lake City, UT, 84101  
 Primary Phone: Owner's Home Phone: Owner's Work Phone: 801-237-1995  
 Owner / Grantor (s): Utah Transit Authority, a public transit district organized pursuant to Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended

**SIGNATURE PAGE TO  
 WEST VALLEY CITY  
 REAL ESTATE PURCHASE CONTRACT**

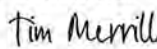
**CONSULTANT DISCLOSURE.** Owner acknowledges that Daniel Fochs, through HDR Engineering, Inc., is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.



Authorized Signature(s): <small>DocuSigned by:</small>  <small>6CC89A134C4E42A...</small> 100% Print Name:	David Hancock	<small>DocuSigned by:</small>  <small>UCTD88F04FE34FA...</small>	Paul Drake	2/28/2024
	Utah Transit Authority			Date

### WEST VALLEY CITY

\_\_\_\_\_  
 Karen Lang, Mayor Date

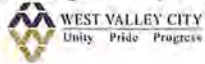
Approved as to form by  
 UTA Legal Counsel:

DocuSigned by:  
  
56A03BC7C491482...  
 Tim Merrill

DS  
 DS  


Grantor's Initials





# West Valley City

## REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 128:2E, 128:C, 128:E, 128:EC

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: 15-33-128-046, 15-33-129-051, 15-33-128-053

Property Address: 3618 South Market St WEST VALLEY CITY UT, 84119

Owner's Address: 669 West 200 South, Salt Lake City, UT, 84101

Primary Phone: Owner's Home Phone: Owner's Work Phone: 801-237-1995

Owner / Grantor (s): Utah Transit Authority, a public transit district organized pursuant to Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended

### Exhibit A

(Attach conveyance documents)

DS DS  
 DA PD

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

Utah Transit Authority  
Right of Way Department  
669 West 200 South  
Salt Lake City, Utah 84101

## EXHIBIT A

### Warranty Deed (Government)

Salt Lake County

Tax ID No.	15-33-128-046
	15-33-129-051
	15-33-128-053
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:128:C

Utah Transit Authority, a public transit district organized pursuant to Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended, Grantor, located at 669 West 200 South, Salt Lake City, Utah 84101, 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 situate in the NE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point which is 990.00 feet S.00°00'20"W. along the section line and 1,898.00 feet N.89°53'20"E. and 337.61 feet S.00°00'20"W. and 27.49 feet S.89°55'49"W. from the Northwest Corner of said Section 33; and running thence N.00°21'54"E. 6.00 feet along the westerly boundary line of said entire tract to a line parallel with and 31.00 feet perpendicularly distant northerly from the project control line; thence N.89°55'49"E. 31.96 feet along said parallel line to a point opposite engineer station 29+73.00; thence N.00°04'11"W. 2.00 feet to a point in a line parallel with and 33.00 feet perpendicularly distant northerly from said control line opposite engineer station 29+73.00; thence N.89°55'49"E. 175.50 feet along said parallel line to a point in the existing northerly right of way line of Lancer Way; thence along said northerly right of way line the following two (2) courses: (1) thence S.00°00'20"W. 8.00 feet; (2) thence S.89°55'49"W. 207.49 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 1,596 square feet or 0.037 acres 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.

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be duly executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
COUNTY OF \_\_\_\_\_ )

UTAH TRANSIT AUTHORITY,  
a large public transit district organized pursuant to  
the laws of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_ of the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah, whom, being by me duly sworn, to be the persons whose names are subscribed to the within instrument, and acknowledged to me said instrument was signed by them in their authorized capacities in behalf of said UTAH TRANSIT AUTHORITY.

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

\_\_\_\_\_  
Notary Public

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

## Perpetual Easement

(Government)

Salt Lake County

Tax ID No.	15-33-128-051
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:128:EC

Utah Transit Authority, a public transit district organized pursuant to Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended, Grantor, located at 669 West 200 South, Salt Lake City, Utah 84101, hereby GRANTS AND CONVEYS 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 easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of an entire tract of property, in the NE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of constructing and maintaining thereon a public storm drain facility and appurtenant parts thereof, to facilitate the construction of the existing Lancer Way (3650 South Street) known as Project No. F-2215(1)0. The boundaries of said easement are described as follows:

Beginning at a point which is 1,042.00 feet S.00°00'44"W. along the section line and 2,078.00 feet S.89°59'16"E. from the Northwest Corner of said Section 33; and running thence S.00°00'43"W. (S.00°00'20"W. by record) 6.50 feet along the easterly boundary line of said entire tract; thence N.73°32'04"W. 17.58 feet; thence N.13°58'23"E. 6.18 feet; thence S.73°43'53"E. 16.00 feet to the point of beginning. The above described easement contains 104 square feet or 0.002 acre in area, more or less.

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

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be duly executed as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
COUNTY OF \_\_\_\_\_ )

UTAH TRANSIT AUTHORITY,  
a large public transit district organized pursuant to  
the laws of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_ of the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah, whom, being by me duly sworn, to be the persons whose names are subscribed to the within instrument, and acknowledged to me said instrument was signed by them in their authorized capacities in behalf of said UTAH TRANSIT AUTHORITY.

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

\_\_\_\_\_  
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

Utah Transit Authority  
Right of Way Department  
669 West 200 South  
Salt Lake City, Utah 84101

## Temporary Construction Easement (Government)

Salt Lake County

Tax ID No.	15-33-128-046
	15-33-129-051
	15-33-128-053
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:128:E

Utah Transit Authority, a public transit district organized pursuant to Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended, Grantor, located at 669 West 200 South, Salt Lake City, Utah 84101, 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 NE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of Lancer Way (3650 South Street) known as Project No. F-2215(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point which is 990.00 feet S.00°00'20"W. along the section line and 1,898.00 feet N.89°53'20"E. and 329.60 feet S.00°00'20"W. and 4.50 feet S.89°59'42"E. from the Northwest Corner of said Section 33; and running thence N.16°37'46"E. 20.88 feet; thence N.89°55'49"E. 55.00 feet; thence S.42°03'25"E. 20.18 feet; thence N.89°55'49"E. 52.00 feet; thence N.00°04'11"W. 25.00 feet; thence

N.89°55'49"E. 84.65 feet to a point in the easterly boundary line of said entire tract; thence S.00°00'14"W. 30.00 feet along said easterly boundary line; thence S.89°55'49"W. 211.11 feet to the point of beginning. The above described easement contains 4,128 square feet or 0.095 acres in area, more or less.

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



**IN WITNESS WHEREOF**, Grantor has caused this instrument to be duly executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
COUNTY OF \_\_\_\_\_ )

UTAH TRANSIT AUTHORITY,  
a large public transit district organized pursuant to  
the laws of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_ of the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah, whom, being by me duly sworn, to be the persons whose names are subscribed to the within instrument, and acknowledged to me said instrument was signed by them in their authorized capacities in behalf of said UTAH TRANSIT AUTHORITY.

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

\_\_\_\_\_  
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

Utah Transit Authority  
Right of Way Department  
669 West 200 South  
Salt Lake City, Utah 84101

## Temporary Construction Easement

(Government)

Salt Lake County

Tax ID No.	15-33-128-051
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:128:2E

Utah Transit Authority, a public transit district organized pursuant to Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended, Grantor, located at 669 West 200 South, Salt Lake City, Utah 84101, 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 NE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of Lancer Way (3650 South Street) known as Project No. F-2215(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point which is 1,025.04 feet S.00°00'44"W. along the section line and 2,048.00 feet S.89°59'16"E. from the Northwest Corner of said Section 33; and running thence N.89°56'13"E. 30.00 feet to the easterly boundary line of said entire tract; thence S.00°00'43"W. 35.46 feet along said easterly boundary line; thence S.89°51'31"W. 30.00 feet; thence N.00°00'44"E. 35.50 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 contains 1,064 square feet or 0.024 acre in area, more or less.

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

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be duly executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
COUNTY OF \_\_\_\_\_ )

UTAH TRANSIT AUTHORITY,  
a large public transit district organized pursuant to  
the laws of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_ of the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah, whom, being by me duly sworn, to be the persons whose names are subscribed to the within instrument, and acknowledged to me said instrument was signed by them in their authorized capacities in behalf of said UTAH TRANSIT AUTHORITY.

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

\_\_\_\_\_  
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

Utah Transit Authority  
Right of Way Department  
669 West 200 South  
Salt Lake City, Utah 84101

## Warranty Deed (Government)

Salt Lake County

Tax ID No.	15-33-128-046
	15-33-129-051
	15-33-128-053
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:128:C

Utah Transit Authority, a public transit district organized pursuant to Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended, Grantor, located at 669 West 200 South, Salt Lake City, Utah 84101, 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 situate in the NE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point which is 990.00 feet S.00°00'20"W. along the section line and 1,898.00 feet N.89°53'20"E. and 337.61 feet S.00°00'20"W. and 27.49 feet S.89°55'49"W. from the Northwest Corner of said Section 33; and running thence N.00°21'54"E. 6.00 feet along the westerly boundary line of said entire tract to a line parallel with and 31.00 feet perpendicularly distant northerly from the project control line; thence N.89°55'49"E. 31.96 feet along said parallel line to a point opposite engineer station 29+73.00; thence N.00°04'11"W. 2.00 feet to a point in a line parallel with and 33.00 feet perpendicularly distant northerly from said control line opposite engineer station 29+73.00; thence N.89°55'49"E. 175.50 feet along said parallel line to a point in the existing northerly right of way line of Lancer Way; thence along said northerly right of way line the following two (2) courses: (1) thence S.00°00'20"W. 8.00 feet; (2) thence S.89°55'49"W. 207.49 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 1,596 square feet or 0.037 acres 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.

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be duly executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
COUNTY OF \_\_\_\_\_ )

UTAH TRANSIT AUTHORITY,  
a large public transit district organized pursuant to  
the laws of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

On the date first above written personally appeared before me,  
\_\_\_\_\_ and \_\_\_\_\_  
of the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the  
State of Utah, whom, being by me duly sworn, to be the persons whose names are subscribed to the within  
instrument, and acknowledged to me said instrument was signed by them in their authorized capacities in  
behalf of said UTAH TRANSIT AUTHORITY.

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

\_\_\_\_\_  
Notary Public

## Perpetual Easement

(Government)

Salt Lake County

Tax ID No.	15-33-128-051
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:128:EC

Utah Transit Authority, a public transit district organized pursuant to Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended, Grantor, located at 669 West 200 South, Salt Lake City, Utah 84101, hereby GRANTS AND CONVEYS 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 easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of an entire tract of property, in the NE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of constructing and maintaining thereon a public storm drain facility and appurtenant parts thereof, to facilitate the construction of the existing Lancer Way (3650 South Street) known as Project No. F-2215(1)0. The boundaries of said easement are described as follows:

Beginning at a point which is 1,042.00 feet S.00°00'44"W. along the section line and 2,078.00 feet S.89°59'16"E. from the Northwest Corner of said Section 33; and running thence S.00°00'43"W. (S.00°00'20"W. by record) 6.50 feet along the easterly boundary line of said entire tract; thence N.73°32'04"W. 17.58 feet; thence N.13°58'23"E. 6.18 feet; thence S.73°43'53"E. 16.00 feet to the point of beginning. The above described easement contains 104 square feet or 0.002 acre in area, more or less.

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



**IN WITNESS WHEREOF**, Grantor has caused this instrument to be duly executed as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
COUNTY OF \_\_\_\_\_ )

UTAH TRANSIT AUTHORITY,  
a large public transit district organized pursuant to  
the laws of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_ of the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah, whom, being by me duly sworn, to be the persons whose names are subscribed to the within instrument, and acknowledged to me said instrument was signed by them in their authorized capacities in behalf of said UTAH TRANSIT AUTHORITY.

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

\_\_\_\_\_  
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

Utah Transit Authority  
Right of Way Department  
669 West 200 South  
Salt Lake City, Utah 84101

## Temporary Construction Easement (Government)

Salt Lake County

Tax ID No.	15-33-128-046
	15-33-128-051
	15-33-128-053
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:128:E

Utah Transit Authority, a public transit district organized pursuant to Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended, Grantor, located at 669 West 200 South, Salt Lake City, Utah 84101, 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 NE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of Lancer Way (3650 South Street) known as Project No. F-2215(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point which is 990.00 feet S.00°00'20"W. along the section line and 1,898.00 feet N.89°53'20"E. and 329.60 feet S.00°00'20"W. and 4.50 feet S.89°59'42"E. from the Northwest Corner of said Section 33; and running thence N.16°37'46"E. 20.88 feet; thence N.89°55'49"E. 55.00 feet; thence S.42°03'25"E. 20.18 feet; thence N.89°55'49"E. 52.00 feet; thence N.00°04'11"W. 25.00 feet; thence

N.89°55'49"E. 84.65 feet to a point in the easterly boundary line of said entire tract; thence S.00°00'14"W. 30.00 feet along said easterly boundary line; thence S.89°55'49"W. 211.11 feet to the point of beginning. The above described easement contains 4,128 square feet or 0.095 acres in area, more or less.

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

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be duly executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
COUNTY OF \_\_\_\_\_ )

UTAH TRANSIT AUTHORITY,  
a large public transit district organized pursuant to  
the laws of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_ of the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah, whom, being by me duly sworn, to be the persons whose names are subscribed to the within instrument, and acknowledged to me said instrument was signed by them in their authorized capacities in behalf of said UTAH TRANSIT AUTHORITY.

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

\_\_\_\_\_  
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

Utah Transit Authority  
Right of Way Department  
669 West 200 South  
Salt Lake City, Utah 84101

## Temporary Construction Easement (Government)

Salt Lake County

Tax ID No.	15-33-128-051
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:128:2E

Utah Transit Authority, a public transit district organized pursuant to Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended, Grantor, located at 669 West 200 South, Salt Lake City, Utah 84101, 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 NE1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of Lancer Way (3650 South Street) known as Project No. F-2215(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point which is 1,025.04 feet S.00°00'44"W. along the section line and 2,048.00 feet S.89°59'16"E. from the Northwest Corner of said Section 33; and running thence N.89°56'13"E. 30.00 feet to the easterly boundary line of said entire tract; thence S.00°00'43"W. 35.46 feet along said easterly boundary line; thence S.89°51'31"W. 30.00 feet; thence N.00°00'44"E. 35.50 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 contains 1,064 square feet or 0.024 acre in area, more or less.

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

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be duly executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
COUNTY OF \_\_\_\_\_ )

UTAH TRANSIT AUTHORITY,  
a large public transit district organized pursuant to  
the laws of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

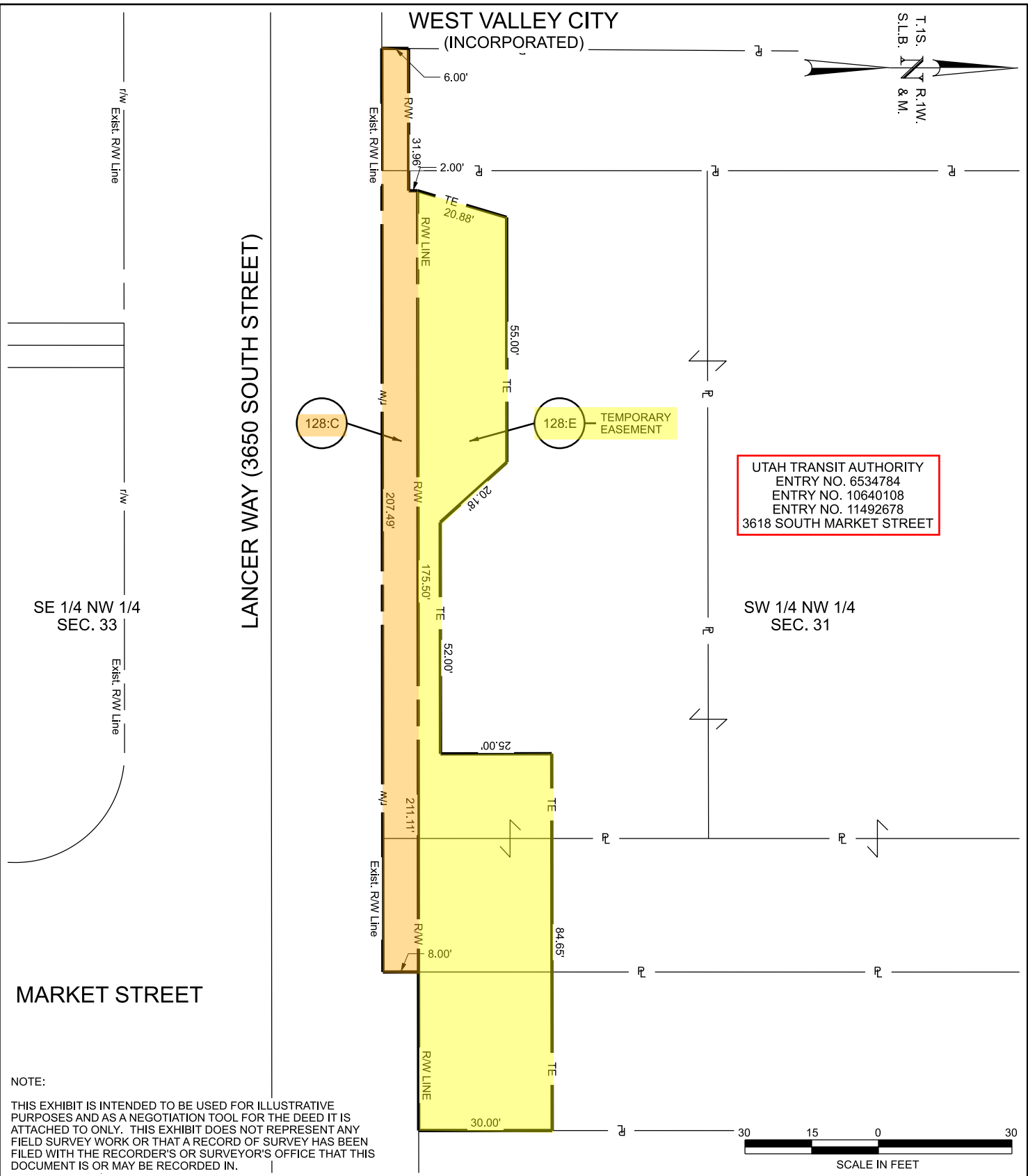
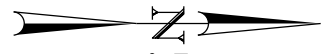
On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_ of the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah, whom, being by me duly sworn, to be the persons whose names are subscribed to the within instrument, and acknowledged to me said instrument was signed by them in their authorized capacities in behalf of said UTAH TRANSIT AUTHORITY.

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

\_\_\_\_\_  
Notary Public

WEST VALLEY CITY  
(INCORPORATED)

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



UTAH TRANSIT AUTHORITY  
ENTRY NO. 6534784  
ENTRY NO. 10640108  
ENTRY NO. 11492678  
3618 SOUTH MARKET STREET

SW 1/4 NW 1/4  
SEC. 31

SE 1/4 NW 1/4  
SEC. 33

LANCER WAY (3650 SOUTH STREET)

MARKET STREET

NOTE:

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

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
128:C	UTAH TRANSIT AUTHORITY	0.037	1,596	NONE	0.96	0.923	NONE
128:E	UTAH TRANSIT AUTHORITY	0.095	4,128			TEMPORARY	

SHEET NO. 128-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	UTAH TRANSIT AUTHORITY
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	3618 SOUTH MARKET STREET
PROJECT NUMBER	F-2215(1)0	PIN	18823

UTAH DEPARTMENT OF TRANSPORTATION  
MERIDIAN ENGINEERING, INC.

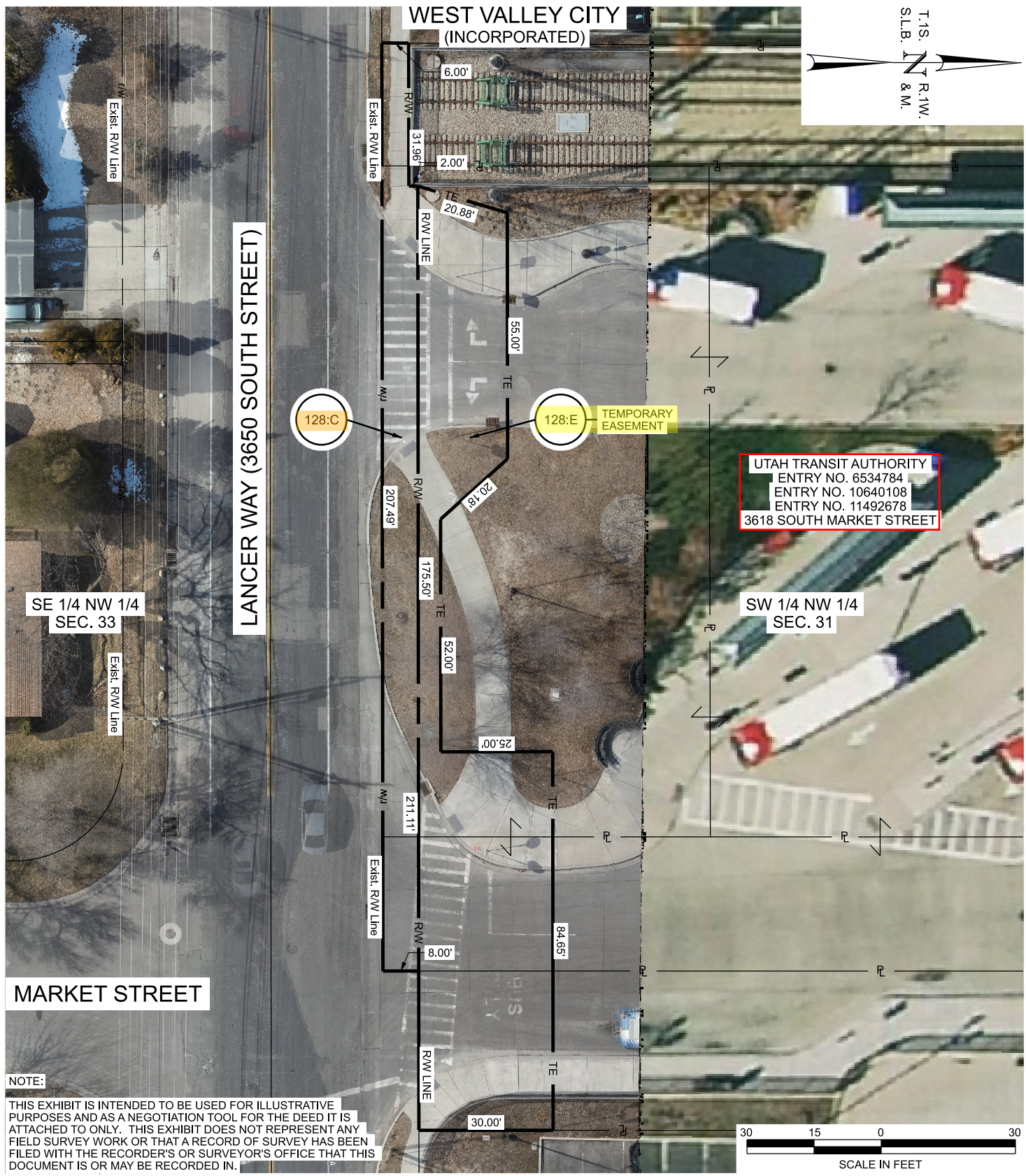
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6-JUL-2023



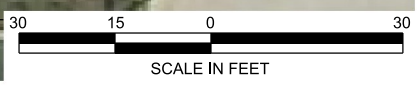
WEST VALLEY CITY  
(INCORPORATED)

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



UTAH TRANSIT AUTHORITY  
ENTRY NO. 6534784  
ENTRY NO. 10640108  
ENTRY NO. 11492678  
3618 SOUTH MARKET STREET

SW 1/4 NW 1/4  
SEC. 31



NOTE:

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PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
128:C	UTAH TRANSIT AUTHORITY	0.037	1,596	NONE	0.96	0.923	NONE
128:E	UTAH TRANSIT AUTHORITY	0.095	4,128			TEMPORARY	

SHEET NO. 128-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	UTAH TRANSIT AUTHORITY
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	3618 SOUTH MARKET STREET
PROJECT NUMBER	F-2215(1)0	PIN	18823

UTAH DEPARTMENT OF TRANSPORTATION  
MERIDIAN ENGINEERING, INC.

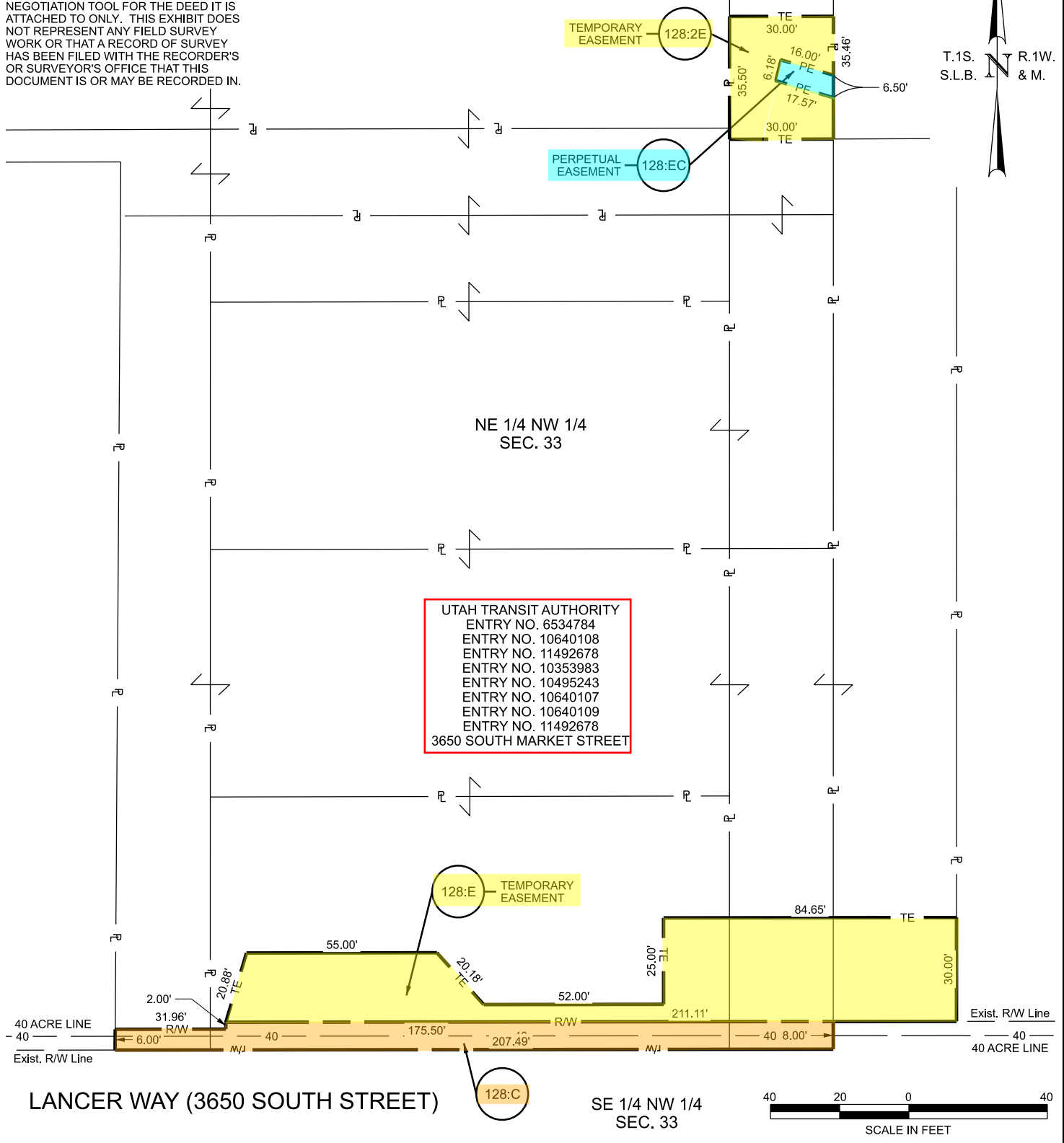
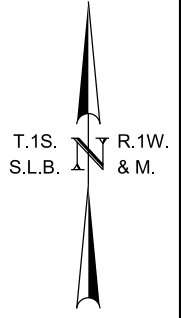
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6-JUL-2023

NOTE:

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

WEST VALLEY CITY  
(INCORPORATED)



UTAH TRANSIT AUTHORITY  
 ENTRY NO. 6534784  
 ENTRY NO. 10640108  
 ENTRY NO. 11492678  
 ENTRY NO. 10353983  
 ENTRY NO. 10495243  
 ENTRY NO. 10640107  
 ENTRY NO. 10640109  
 ENTRY NO. 11492678  
 3650 SOUTH MARKET STREET

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13-SEP-2023

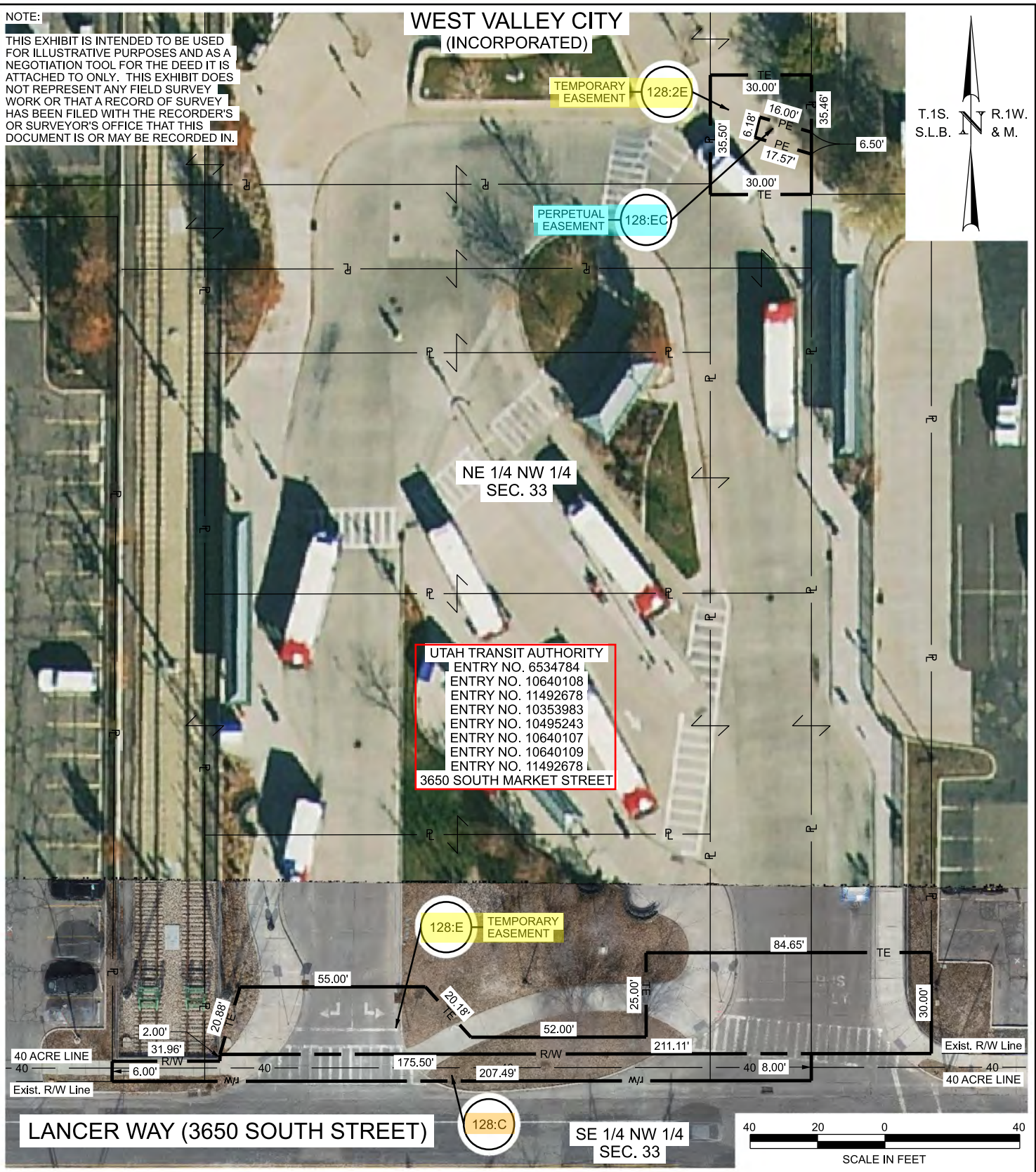
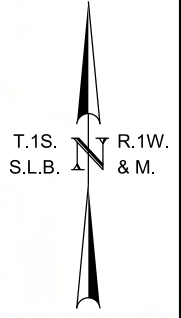
PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
128:C	UTAH TRANSIT AUTHORITY	0.037	1,596	NONE	0.96	0.923	NONE
128:EC	UTAH TRANSIT AUTHORITY	0.002	104			PERPETUAL	
128:E	UTAH TRANSIT AUTHORITY	0.095	4,128			TEMPORARY	
128:2E	UTAH TRANSIT AUTHORITY	0.024	1,064			TEMPORARY	

SHEET NO. 128-EXHIBIT		PARTIAL SUMMARY NO. 03P		PROPERTY OWNER: UTAH TRANSIT AUTHORITY	
PROJECT		3650 SOUTH; 2700 WEST TO 3200 WEST		PROPERTY ADDRESS: 3650 SOUTH MARKET STREET	
PROJECT NUMBER		F-2215(1)0	PIN 18823	<b>UTAH DEPARTMENT OF TRANSPORTATION</b> MERIDIAN ENGINEERING, INC.	



**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.

**WEST VALLEY CITY  
 (INCORPORATED)**



**UTAH TRANSIT AUTHORITY**  
 ENTRY NO. 6534784  
 ENTRY NO. 10640108  
 ENTRY NO. 11492678  
 ENTRY NO. 10353983  
 ENTRY NO. 10495243  
 ENTRY NO. 10640107  
 ENTRY NO. 10640109  
 ENTRY NO. 11492678  
**3650 SOUTH MARKET STREET**



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
128:C	UTAH TRANSIT AUTHORITY	0.037	1,596	NONE	0.96	0.923	NONE
128:EC	UTAH TRANSIT AUTHORITY	0.002	104			PERPETUAL	
128:E	UTAH TRANSIT AUTHORITY	0.095	4,128			TEMPORARY	
128:2E	UTAH TRANSIT AUTHORITY	0.024	1,064			TEMPORARY	

SHEET NO. 128-EXHIBIT		PARTIAL SUMMARY NO. 03P		PROPERTY OWNER: UTAH TRANSIT AUTHORITY	
PROJECT		3650 SOUTH; 2700 WEST TO 3200 WEST		PROPERTY ADDRESS: 3650 SOUTH MARKET STREET	
PROJECT NUMBER		F-2215(1)0	PIN 18823	<b>UTAH DEPARTMENT OF TRANSPORTATION</b> MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22359-MWN-HDR-WVC Lancer Way (3650 South)\18823\_ConnectRight of Way\Exhibit\128\18823\_F-2215(1)0\_03P\_128\_Exhibit-Aerial.dgn

13-SEP-2023

Item: \_\_\_\_\_

Fiscal Impact: \_\_\_\_\_

Funding Source: \_\_\_\_\_

Account#: \_\_\_\_\_

Budget Opening Required: \_\_\_\_\_

**ISSUE:**

Assistant City Manager Appointment.

**SYNOPSIS:**

This resolution ratifies the City Manager's appointment of John Flores as Assistant City Manager.

**BACKGROUND:**

John Flores has been with West Valley City for 11 years, currently the HR Director. Since January 2024 he has served as the Interim Assistant City Manager. He has the background, knowledge, education, and experience to successfully fulfil the Assistant City Manager role.

**RECOMMENDATION:**

Approve the resolution appointing John Flores as Assistant City Manager.

**SUBMITTED BY:**

Ifo Pili, City Manager

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. 24-XX**

**A RESOLUTION RATIFYING THE CITY  
MANAGER’S APPOINTMENT OF JOHN FLORES  
AS ASSISTANT CITY MANAGER.**

**WHEREAS**, the Assistant City Manager performs several duties defined by ordinance;  
and

**WHEREAS**, the City Manager desires to appoint John Flores to serve as the Assistant City  
Manager; and

**WHEREAS**, Mr. Flores is willing to accept said appointment; and

**WHEREAS**, said appointment requires the advice and consent of the City Council.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City,  
Utah, that it hereby ratifies the City Manager’s appointment of John Flores as Assistant City  
Manager, effective immediately upon passage of this resolution.

**PASSED, APPROVED and MADE EFFECTIVE** this XX day of April 2024.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER