WEST VALLEY CITY
Unity Pride Progress

The Study Meeting of the West Valley City Council will be held on Tuesday, October 14, 2014, at 4:30 PM, in the Multi-Purpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted 10/09/2014, 9:00 a.m.

A G E N D A

1. Call to Order

2. Roll Call

3. Presentations:
   A. Andrea Clayton, Lochner Engineering - 4700 South Reconstruction Project Update (20 minutes)

4. Review Agenda for Regular Meeting of October 14, 2014

5. Public Hearings Scheduled for October 21, 2014:
   A. Accept Public Input Regarding Application Nos. S-12-2009 & S-2-2010, filed by Woodbury Corporation, Requesting Final Plat Approval for Willow Wood Shopping Center Amended Located at 3450 West 3500 South

      Action: Consider Ordinance No. 14-39, Approving the Amendment of Lots 2, 5, 6 and 8 of the Willow Wood Shopping Center Subdivision

   B. Accept Public Input Regarding Application No. S-12-2014, filed by Robin Butler, Requesting Final Plat Approval for West Valley Commerce Center Subdivision - Lot 2 Amended Located at 3358 South Decker Lake Drive

      Action: Consider Ordinance No. 14-40, Approving the Amendment of Lot 2 in the West Valley Commerce Center Subdivision

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 Sheri McKendrick.

6. Resolutions:
   A. 14-177: Approve a Real Estate Purchase Agreement with Justin Grow to Purchase Property Located at 2715 South 6750 West in West Valley City

   B. 14-178: Approve a Real Estate Purchase Agreement with Iftiger Real Property, LLC, to Purchase a Parcel Adjacent to the Public Works Maintenance Facility at 2881 South 3600 West in West Valley City

   C. 14-179: Authorize the City to Grant a Right-of-Way Easement in Favor of Rocky Mountain Power over a Portion of City Property Located within the Glenn Weaver Memorial Park at the Vistas

7. Communications:
   A. City Website Update (20 minutes)

   B. West Valley Fiber Network Update (15 minutes)

   C. Council Update

   D. Other

8. New Business:
   A. Council Reports

9. Motion for Executive Session

10. Adjourn

4700 SOUTH
ENVIRONMENTAL

4000 West to 5600 West

PROJECT OVERVIEW

Project Overview

Process

Schedule

Project Goals

Proposed Improvements

Impacts

Next Steps

- Partnership between Salt Lake County and West Valley City, in cooperation with Taylorsville City
- Project limits: 4000 West to 5600 West
- Federal funding: $7.7 million
- Preliminary engineering
- Environmental clearance

PROJECT OVERVIEW

Project Overview

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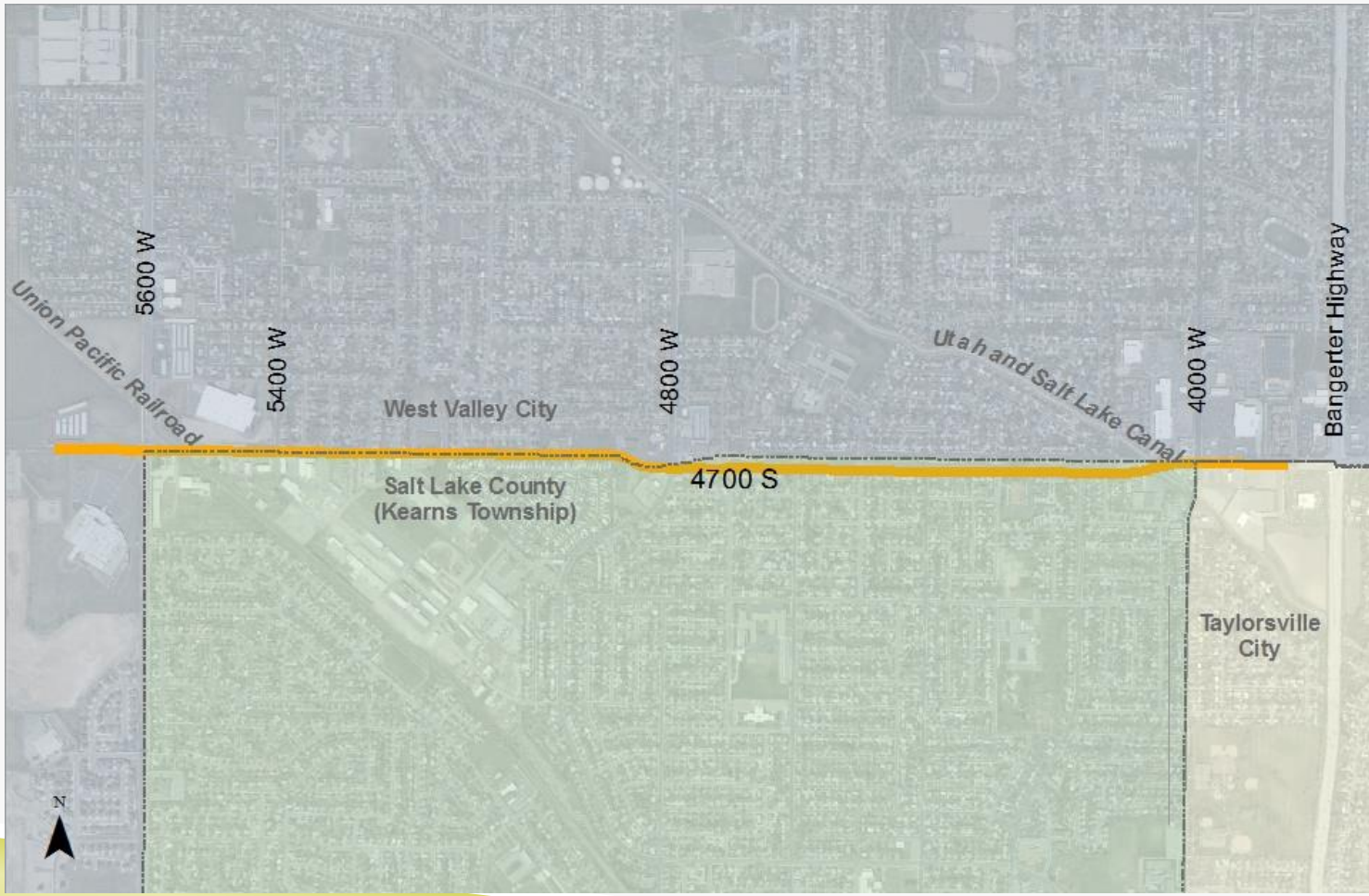
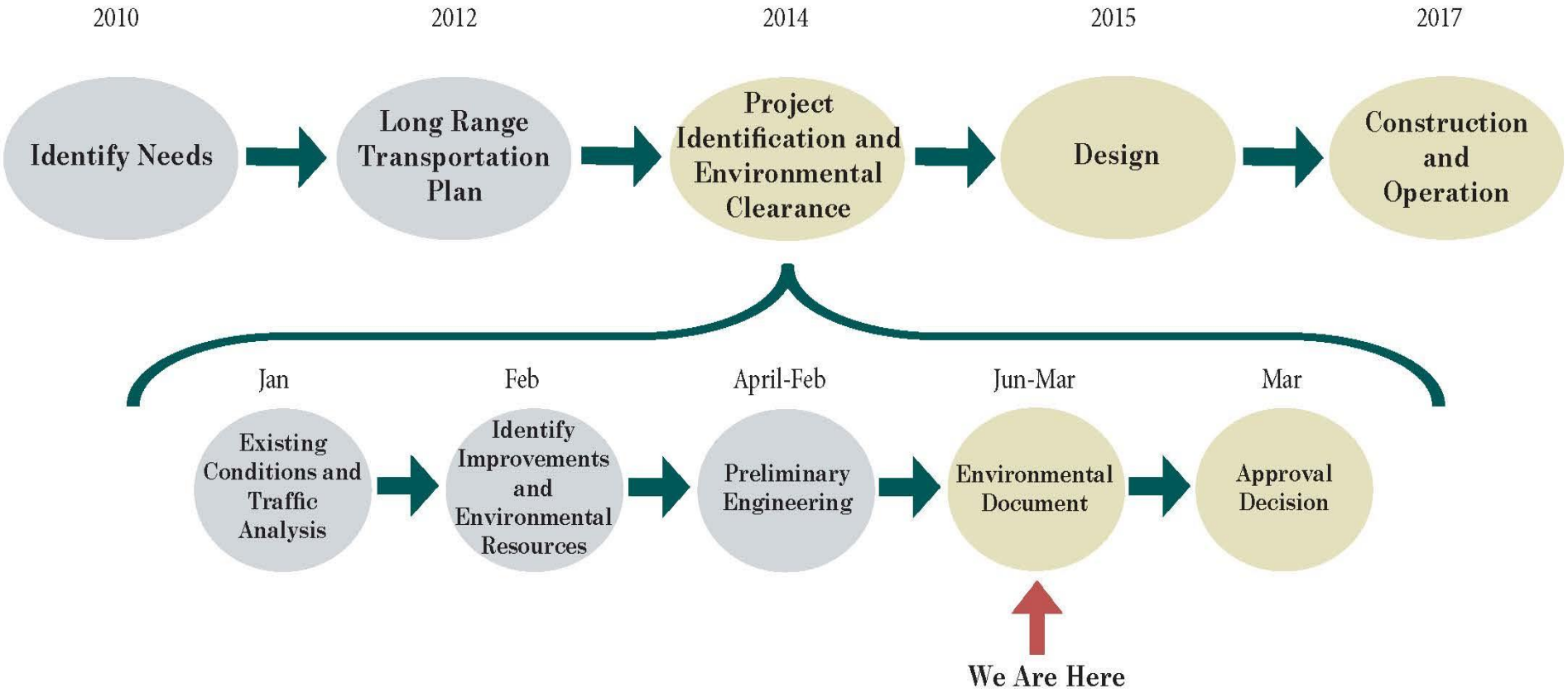
Next Steps



WORK TO DATE

- Identified environmental needs
- Conducted traffic analysis study
- Preliminary design
- Update to West Valley City Council and Kearns Community Council in February 2014
- Newsletters
  - April 2014
  - To be mailed in advance of public hearing
- Website
  - www.4700south.info
  - Contains project information and contact information
- Started contacting business owners (potential relocations and access impacts)

PROCESS


2010
2012
2014
2015
2017
Identify Needs
Long Range Transportation Plan
Project Identification and Environmental Clearance
Design
Construction and Operation
Jan
Feb
April-Feb
Jun-Mar
Mar
Existing Conditions and Traffic Analysis
Identify Improvements and Environmental Resources
Preliminary Engineering
Environmental Document
Approval Decision
We Are Here

SCHEDULE

Project Overview

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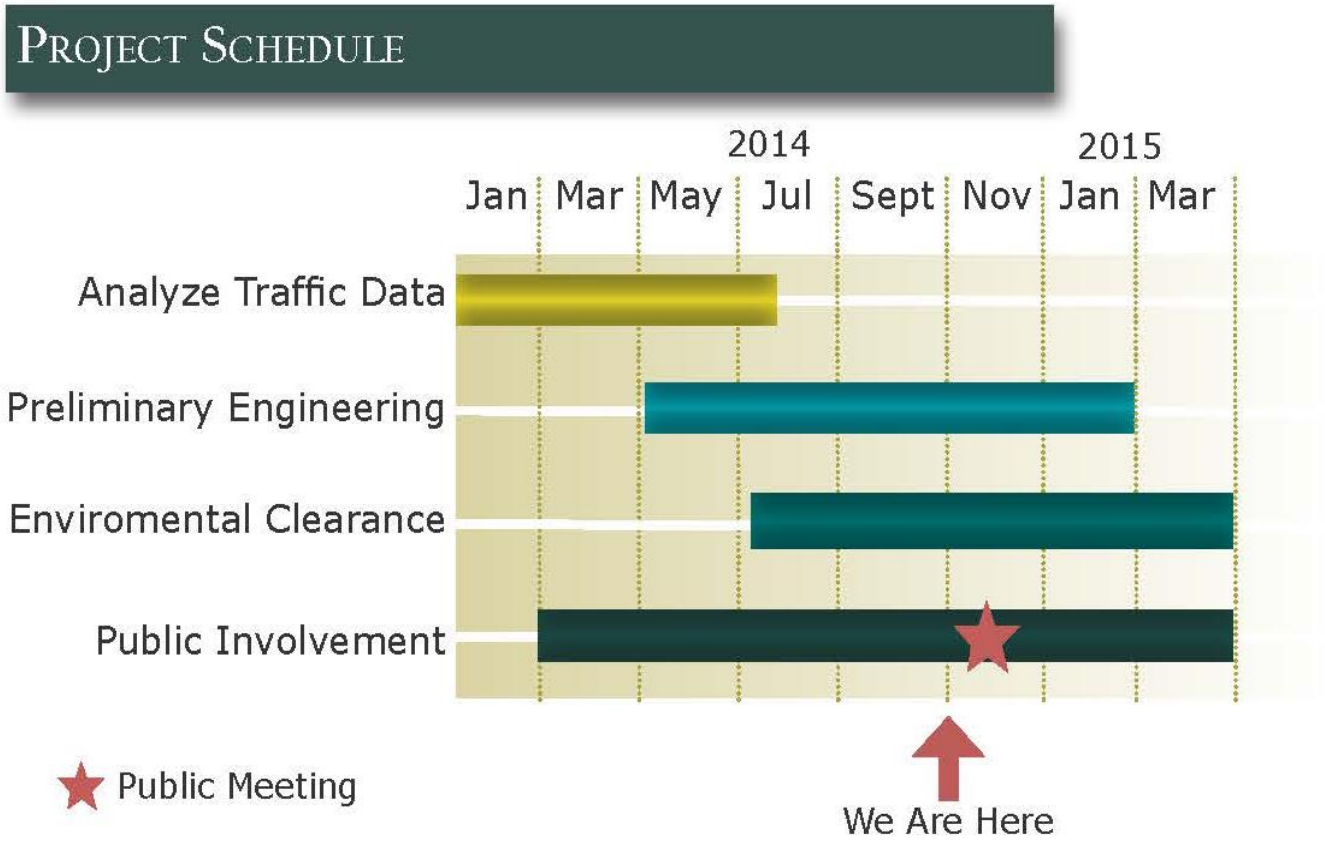

PROJECT GOALS

Project Overview

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Next Steps

- Accommodate 2040 traffic
  - Along the corridor
  - Intersections
- Improve safety
  - Continuous sidewalk and bike lane
  - Address steep cross slope

PROPOSED IMPROVEMENTS

Project Overview

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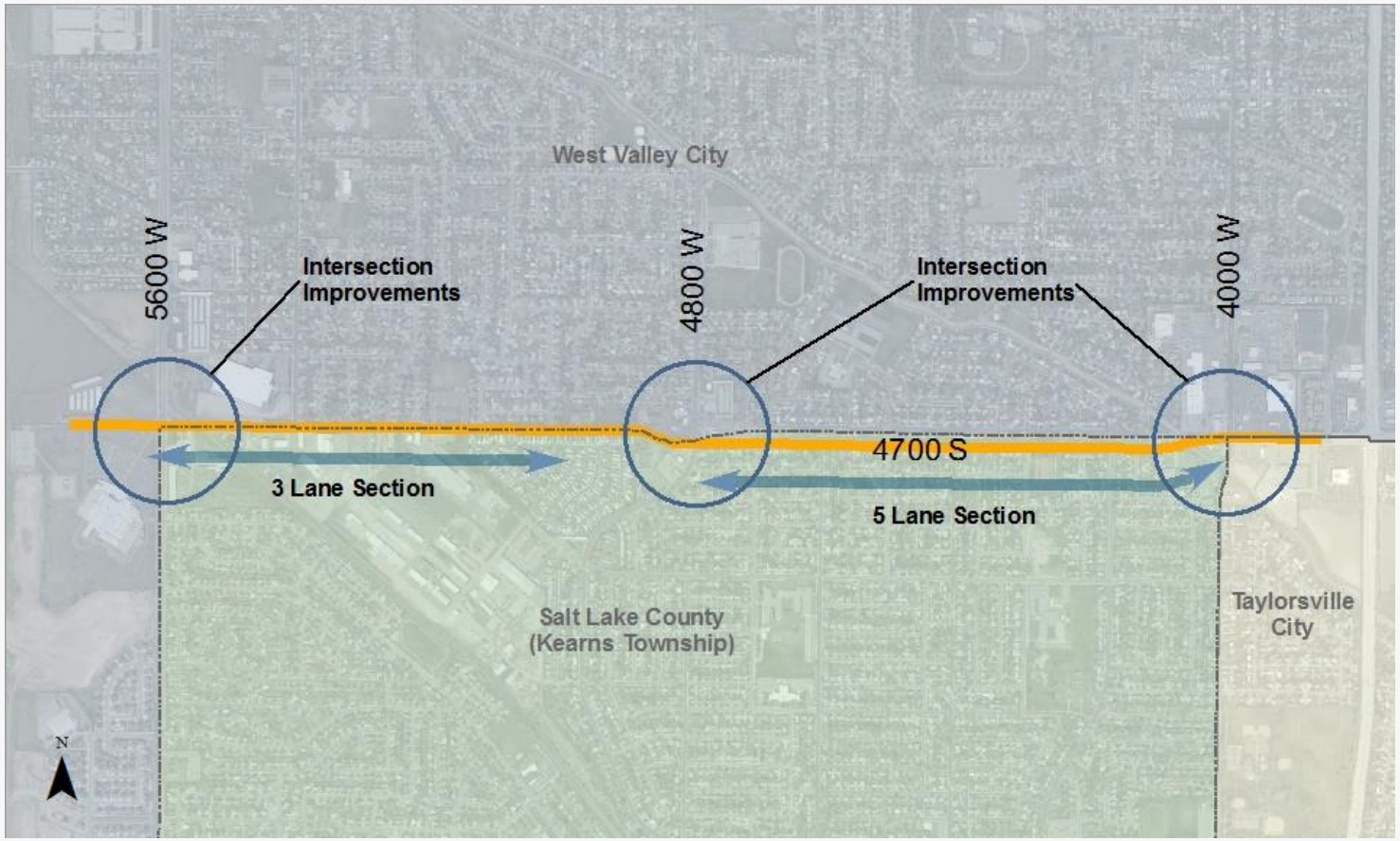

CROSS SECTIONS

Project Overview

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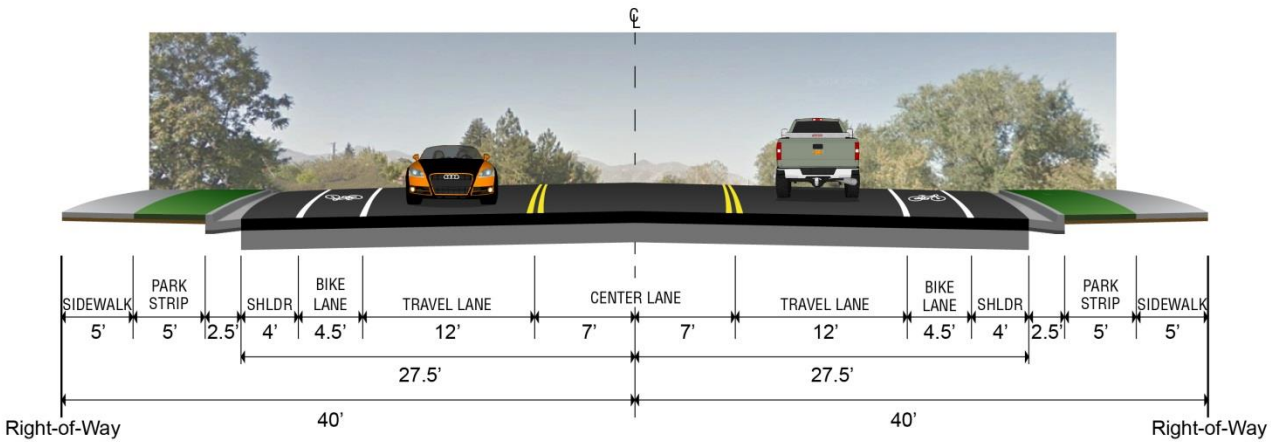
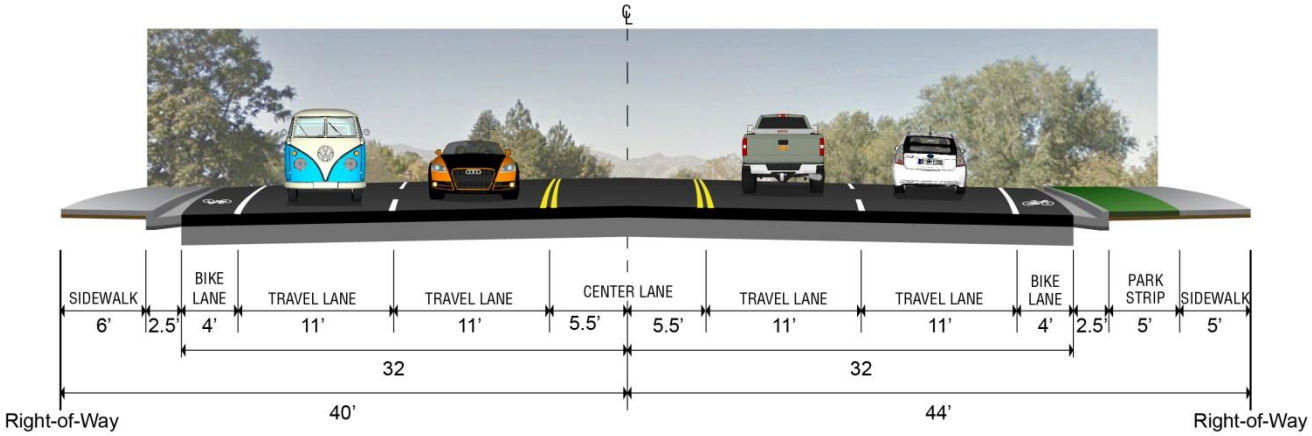
Next Steps



5600 WEST TO 4800 WEST



4800 WEST TO 4000 WEST

4000 WEST PROPOSED IMPROVEMENTS

Project Overview

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Next Steps

Why not traditional widening?

It would result in considerable right-of-way impacts

4000 WEST PROPOSED IMPROVEMENTS

Project Overview

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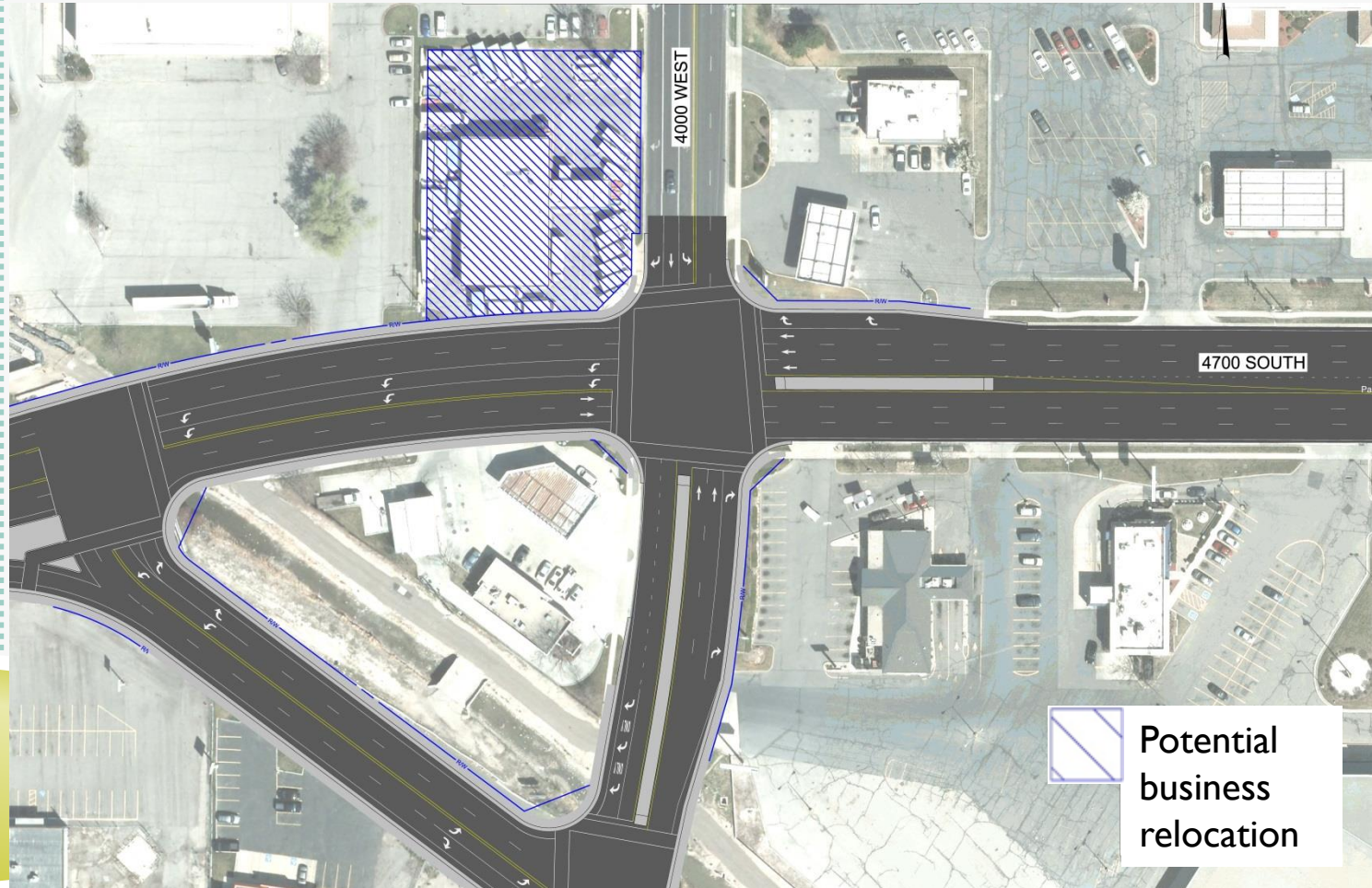
Next Steps

Why a quadrant left intersection?

It would operate as well as traditional widening but result in fewer right-of-way impacts



4000 WEST PROPOSED IMPROVEMENTS

Project Overview

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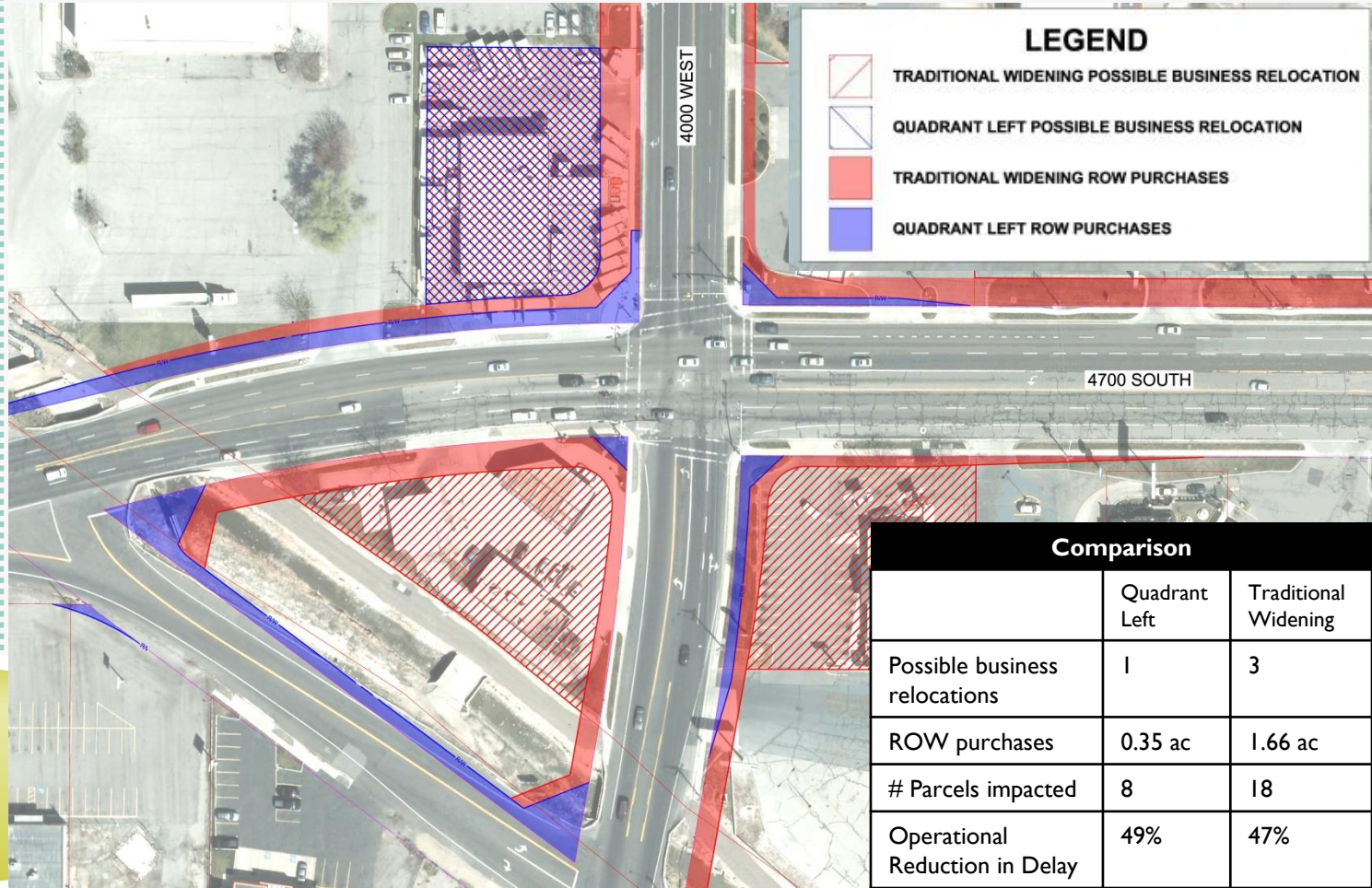
Next Steps

Traditional intersection and quadrant left intersection comparison



Comparison

	Quadrant Left	Traditional Widening
Possible business relocations	1	3
ROW purchases	0.35 ac	1.66 ac
# Parcels impacted	8	18
Operational Reduction in Delay	49%	47%

4000 WEST PROPOSED IMPROVEMENTS

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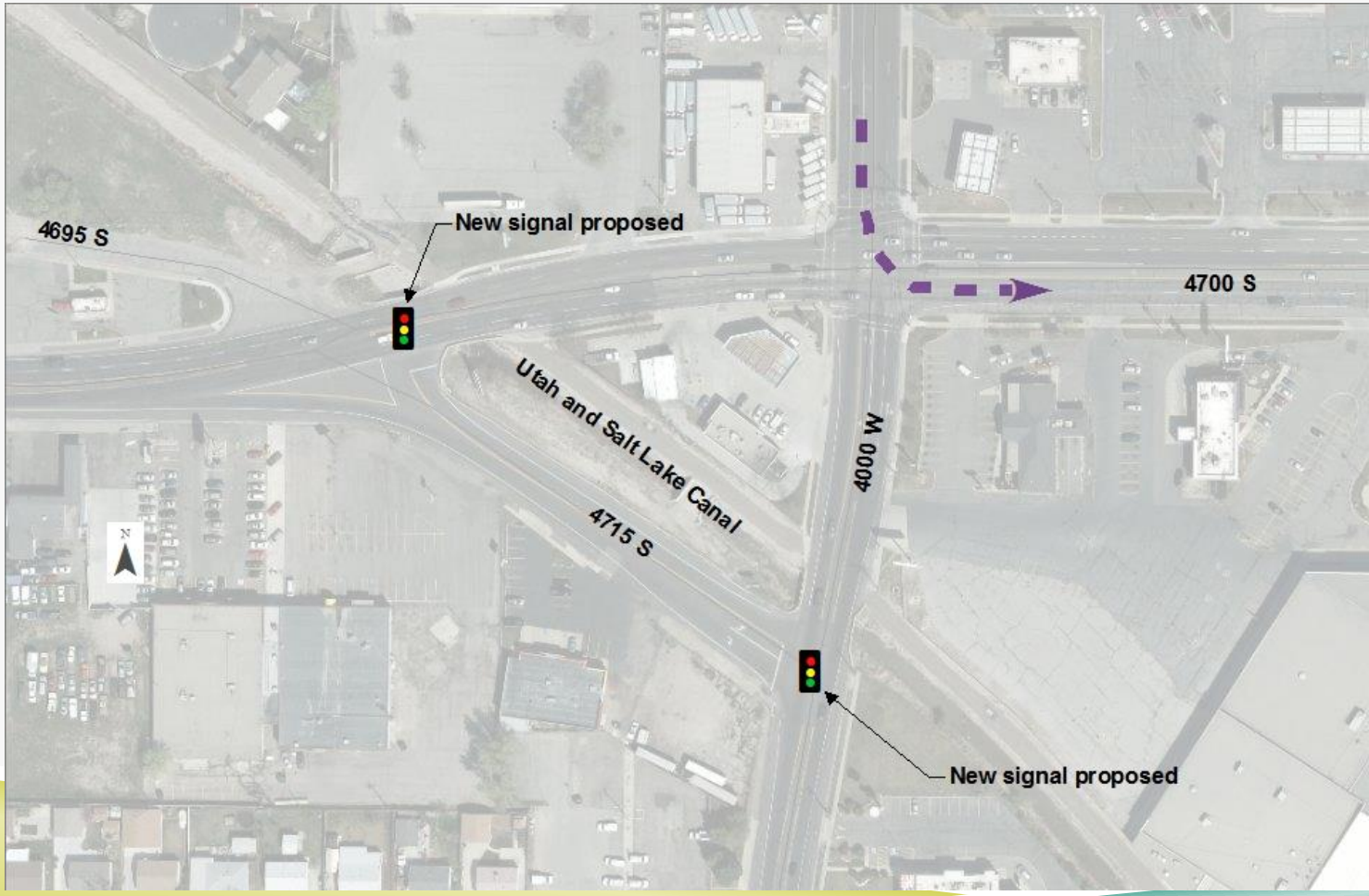
Southbound left turns would remain at intersection



4000 WEST PROPOSED IMPROVEMENTS

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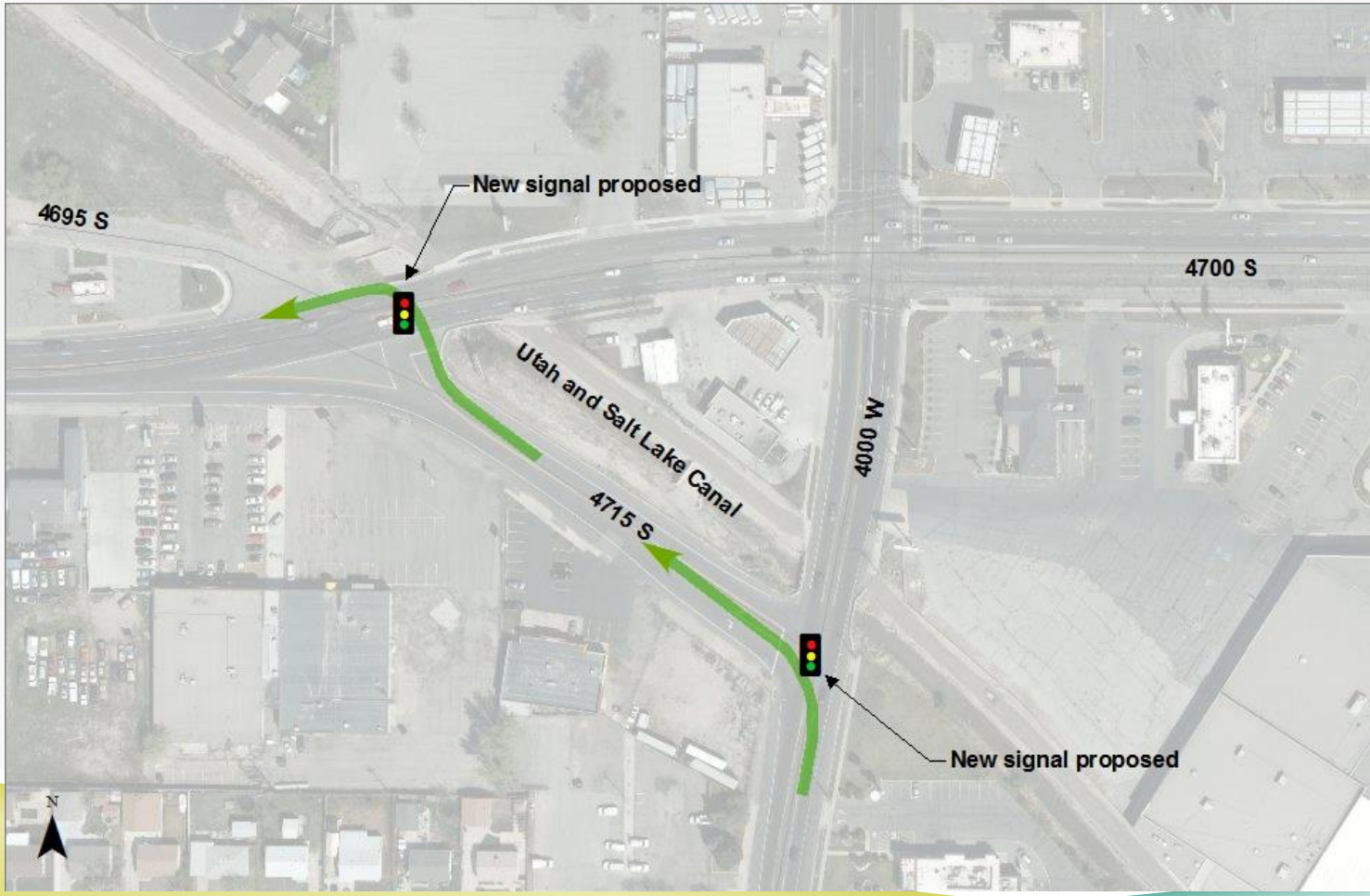
Next Steps

Northbound left turns would move away from main intersection



4000 WEST PROPOSED IMPROVEMENTS

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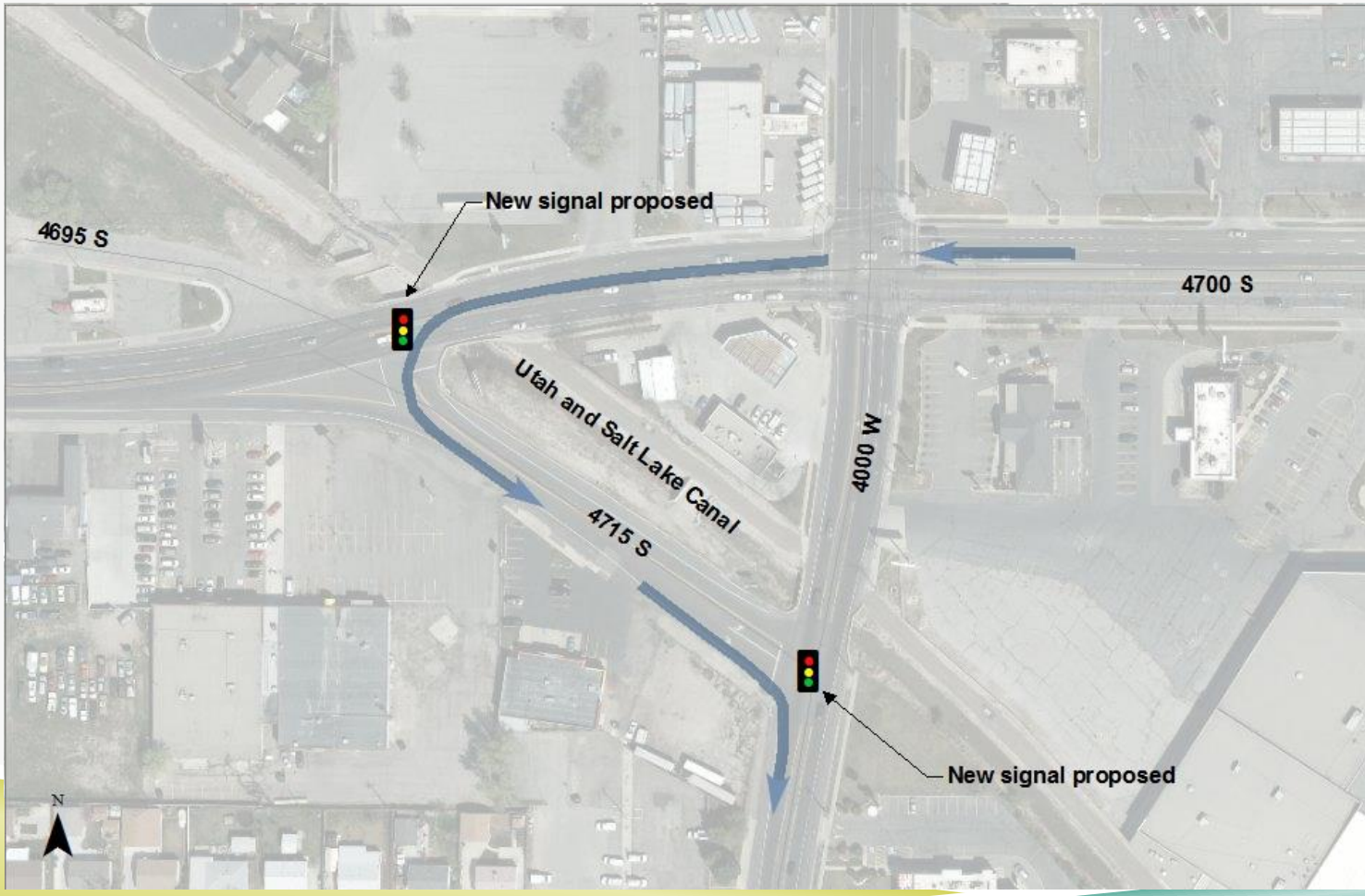
Next Steps

Westbound left turns would move away from main intersection



4000 WEST PROPOSED IMPROVEMENTS

Project Overview

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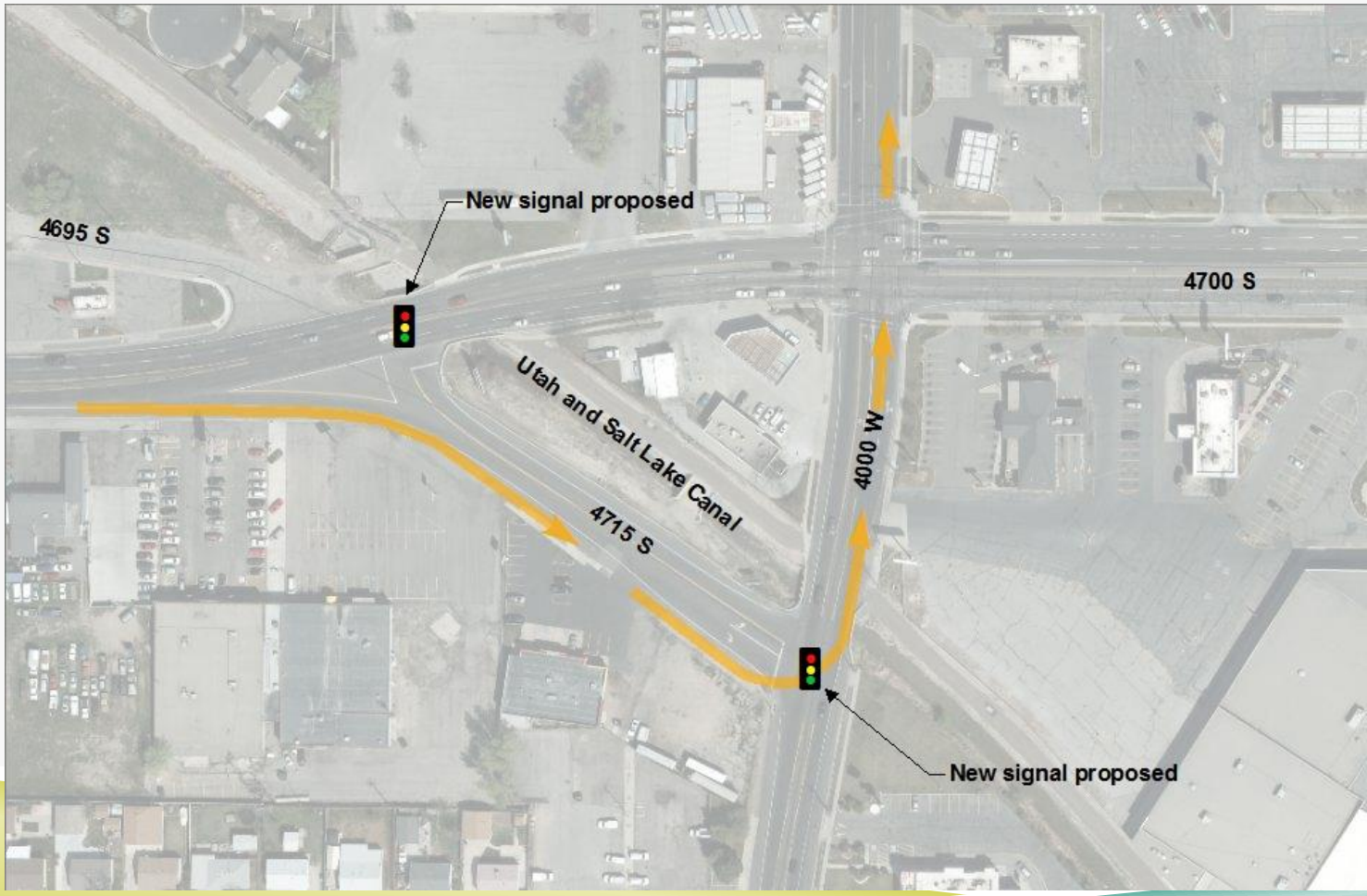
Next Steps

Eastbound left turns would move away from main intersection



POTENTIAL RIGHT OF WAY IMPACTS

Project Overview

Process

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Impacts

Next Steps

Design has been modified to minimize right of way impacts.

Resource	Impact
Business Access	▶ 7 driveways may have left turn access removed ▶ 1 driveway may be relocated ▶ Coordination with impacted business owners is underway
Right of Way	▶ Minor residential impacts are anticipated ▶ 3 possible business relocations ▶ Approx. 65 parcels with partial land purchases (corners for ADA ramps, strips for sidewalks) ▶ Approx. 120 parcels with temporary construction impacts

POTENTIAL RIGHT OF WAY IMPACTS

Project Overview

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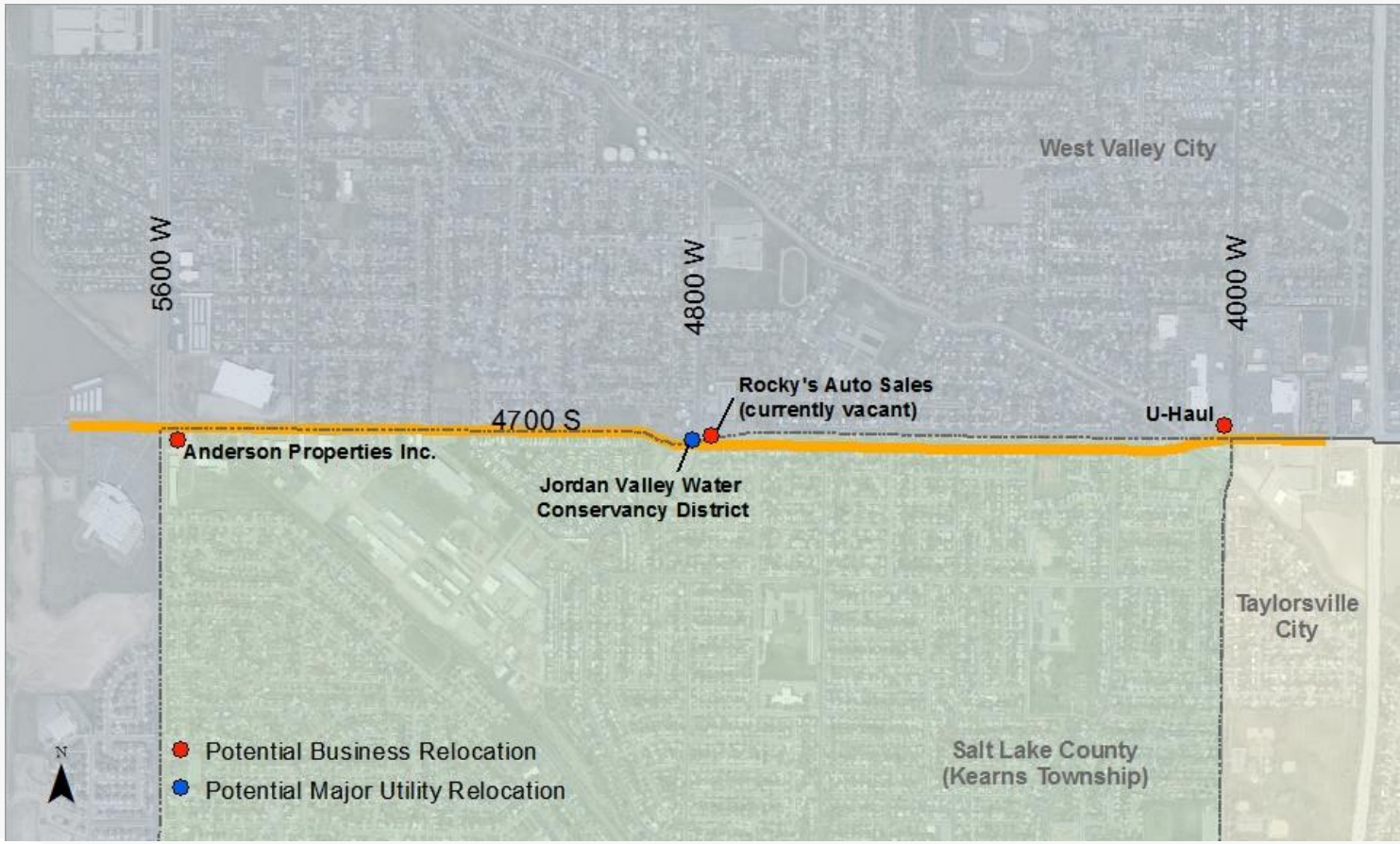
Next Steps



POTENTIAL NOISE IMPACTS

Project Overview

Process

Schedule

Project Goals

Proposed Improvements

Impacts

Next Steps

Design has been modified to minimize right of way impacts.

Resource	Impact
Noise	▶ Federal funding requires noise to be considered ▶ Project will follow UDOT's current noise policy ▶ Noise study has been completed ▶ Potential noise walls are recommended between 5200 W and 5400 W ▶ Property owners will be balloted during final design phase to determine if walls are desired

POTENTIAL NOISE WALLS

Project Overview

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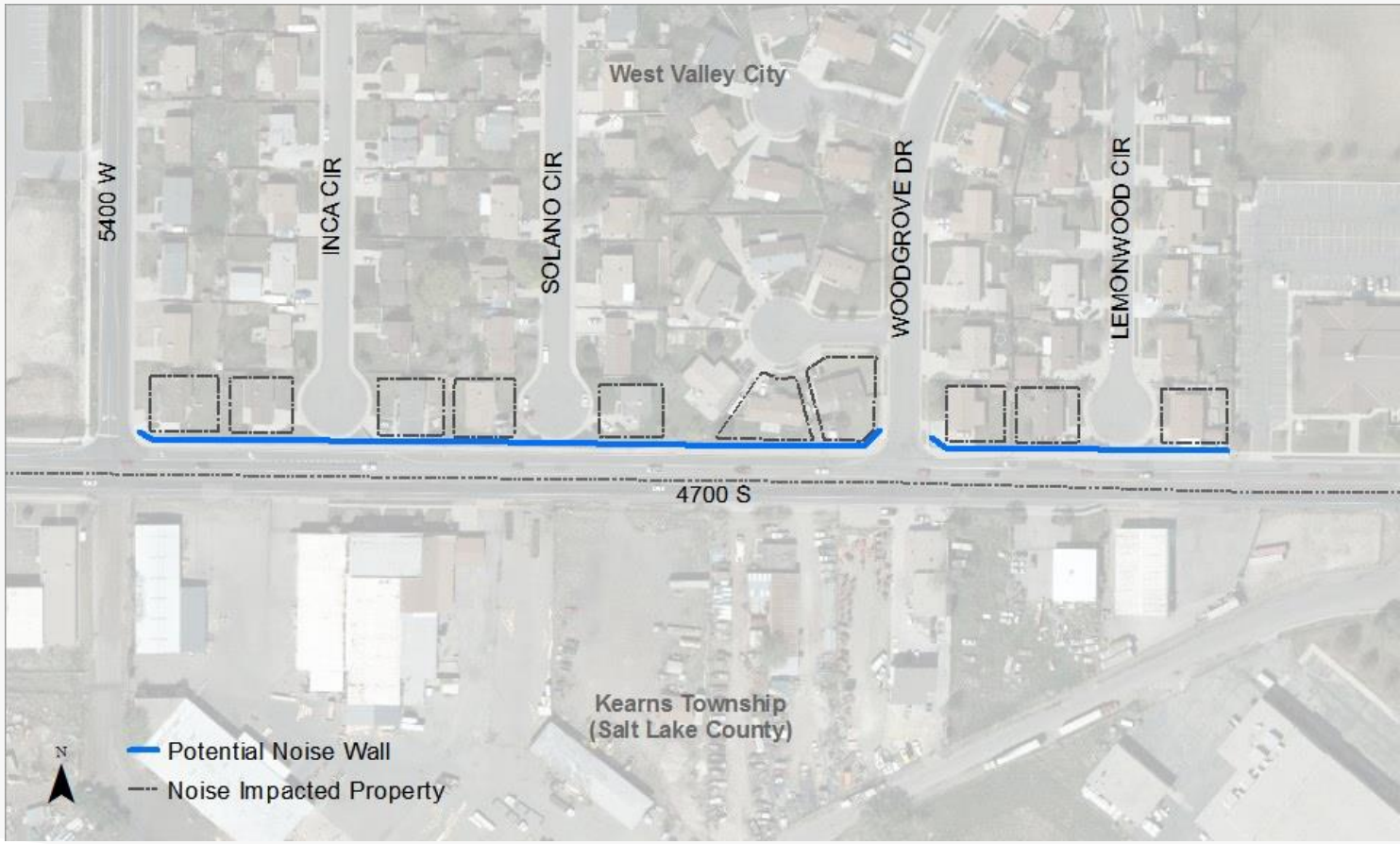
Next Steps



NEXT STEPS

Project Overview

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Project Goals

Proposed Improvements

Impacts

Next Steps

- Public meeting - November 2014
- Respond to comments through January 2015
- Complete environmental document - February 2015
- Anticipated FHWA decision - March 2015
- Please see the project website for updates: www.4700south.info

ITEM#: _____
FISCAL IMPACT: _____
FUNDING SOURCE:_____
ACCOUNT #: _____
BUDGET OPENING REQ'D

ISSUE:

S-12-2009 & S-2-2010 – Willow Wood Shopping Center Amended

SYNOPSIS:

Applicant: Woodbury Corporation
Proposal: Final Plat Approval
Location: 3450 West 3500 South
Zoning: C-2

BACKGROUND:

Clay Stephenson, representing the Woodbury Corporation, is requesting an amendment to lots 2, 5, 6, and 8 of the Willow Wood Shopping Center Subdivision. An application similar to this one was approved by the City Council in March 2010. However, due to issues related to the widening of 3500 South, the applicant postponed the recording of the original subdivision plat. The applicant has now resolved those issues with UDOT, and is prepared to move forward with the subdivision. The reason the plat is coming back to the City Council is that lot 5 has now been included within the boundary which was not the case during the original review.

The applicant has stated that there are multiple reasons for amending the plat. One is to correct inaccuracies on the original plat recorded in 1993. The inaccuracies were the result of deed errors.

. Another reason for the amendment is that the property owner would like to accurately reflect the right-of-way dedication along 3500 South. The applicant explained to staff that they have recently resolved legal issues with UDOT and would like the existing right-of-way to be illustrated on the amended plat.

The last reason for the plat amendment is that the applicant is in the process of revising the Declaration of Restrictions and Grant of Easements within the shopping center. They would like the new legal descriptions and right-of-way dedication to be part of the revised declaration.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman, Current Planning Manager

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

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

AN ORDINANCE APPROVING THE AMENDMENT OF LOTS 2, 5, 6 AND 8 OF THE WILLOW WOOD SHOPPING CENTER SUBDIVISION.

WHEREAS, the City is in receipt of petitions S-12-2009 and S-2-2010, proposing an amendment to the Willow Wood Shopping Center Subdivision located at approximately 3450 West 3500 South in West Valley City; and

WHEREAS, the purpose for the amendment is to correct original deed errors, accurately reflect dedication along 3500 South, and revise the declaration of restrictions and grant of easements for said lots; and

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

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

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

Section 1. The amendment to lots 2, 5, 6 and 8 of the Willow Wood Shopping Center as shown in Petitions S-12-2009, and S-2-2010 is hereby approved.

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

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

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

PASSED AND APPROVED this _____ day of _____ 2014.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

S-12-2009 & S-2-2010
Willow Wood Shopping Center Lots 2, 5, 6 and 8 Amended
3450 West 3500 South
C-2 Zone

BACKGROUND

Clay Stephenson, representing the Woodbury Corporation, is requesting an amendment to lots 2, 5, 6, and 8 of the Willow Wood Shopping Center Subdivision. An application similar to this one was approved by the Planning Commission in February 2010. However, at the time the original application was approved, lot 5 was not included. Due to the resolution of widening issues along 3500 South, the developer would like to add lot 5 to the proposed plat amendment.

STAFF/AGENCY CONCERNS:

There are no staff or agency concerns with this application as they have been addressed as part of the site plan review for the shopping center.

ISSUES:

The applicant is proposing to amend lots 2, 5, 6 and 8 of the Willow Wood Shopping Center. There are three reasons why the applicant is proposing the plat amendment. The first is to correct inaccuracies on the original plat dating back to 1993. Staff believes that these inaccuracies are the result of various deed errors.

The second reason for the amendment is that the property owner would like to accurately reflect the recent right-of-way dedication along 3500 South. The applicant explained to staff that they have recently resolved legal issues with UDOT regarding the widening of 3500 South and would like the lots within the subdivision to accurately reflect the dedication.

The last reason for the plat amendment is that the applicant is in the process of revising the Declaration of Restrictions and Grant of Easements within the shopping center. They would like the new legal descriptions and right-of-way dedication to be part of the revised declaration.

STAFF ALTERNATIVES:

A. Approval of the plat amendment.

B. Continuance to allow for more discussion regarding the application.

Applicant:

Josh Jensen
4822 Holladay Blvd #160
Holladay, UT

Discussion: Steve Lehman presented the application. Josh Jensen, representing the applicant, had nothing further to add. The Planning Commission had no further questions or concerns.

Motion: Commissioner Thomas moved for approval.

Commissioner Fuller seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Mills	Yes
Commissioner Thomas	Yes
Commissioner Tupou	N/A
Commissioner Woodruff	Yes
Chairman Conder	Yes

Unanimous-S-12-2009/S-2-2010- Approved

WEST VALLEY CITY
Unity Pride Progress

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

August 14, 2014

Willow Wood Limited
c/o Woodbury Corporation, Attn: Clay Stephenson
2733 E Parleys Way
Suite 300
Salt Lake City, UT 84109

Dear Mr. Stephenson:

The West Valley City Planning Commission voted on August 13, 2014 to recommend to the City Council a plat amendment for lots 2, 5, 6, and 8 of the Willow Wood Shopping Center Subdivision on application #S-12-2009 & #S-2-2010. The property is located at 3450 W 3500 S.

Any conditions attached to this approval will need to be satisfied one week prior to the date set for hearing before the City Council. You will be notified by the City Recorder of the date and time your application will appear on the City Council agenda.

If you should have any comments or questions, please feel free to contact our office at 963-3311.

Sincerely,

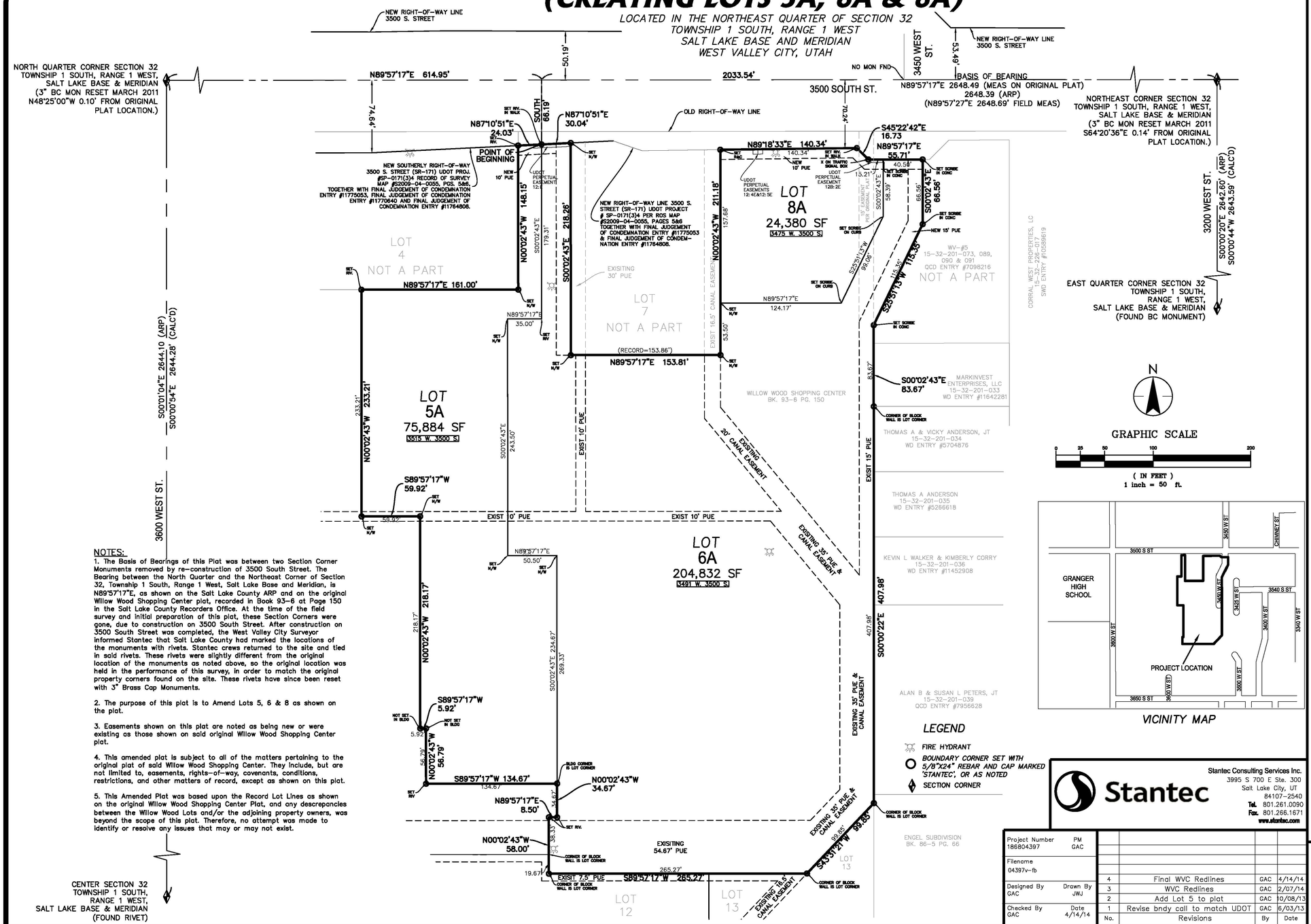
Steve Lehman, AICP
Current Planning Manager

SL/nc

S-12-2009 & S-2-2010 Petition by **CLAY STEPHENSON**, representing the **WOODBURY CORPORATION**, requesting a **plat amendment** for lots 2, 5, 6, and 8 of the Willow Wood Shopping Center Subdivision. The purpose for the plat amendment is to adjust various property lines platted as part of the original subdivision. The property is located at 3450 W 3500 S and is zoned 'C-2' (general commercial). (Staff- **Steve Lehman** at 801-963-3311)

WILLOW WOOD SHOPPING CENTER LOTS 5, 6 & 8 AMENDED (CREATING LOTS 5A, 6A & 8A)

LOCATED IN THE NORTHEAST QUARTER OF SECTION 32
TOWNSHIP 1 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, UTAH



VICINITY MAP

NOTES:

1. The Basis of Bearings of this Plat was between two Section Corner Monuments removed by re-construction of 3500 South Street. The Bearing between the North Quarter and the Northeast Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, is N89°57'17"E, as shown on the Salt Lake County ARP and on the original Willow Wood Shopping Center plat, recorded in Book 93-6 at Page 150 in the Salt Lake County Recorders Office. At the time of the field survey and initial preparation of this plat, these Section Corners were gone, due to construction on 3500 South Street. After construction on 3500 South Street was completed, the West Valley City Surveyor informed Stantec that Salt Lake County had marked the locations of the monuments with rivets. Stantec crews returned to the site and tied in said rivets. These rivets were slightly different from the original location of the monuments as noted above, so the original location was held in the performance of this survey, in order to match the original property corners found on the site. These rivets have since been reset with 3" Brass Cap Monuments.

2. The purpose of this plat is to Amend Lots 5, 6 & 8 as shown on the plat.

3. Easements shown on this plat are noted as being new or were existing as those shown on said original Willow Wood Shopping Center plat.

4. This amended plat is subject to all of the matters pertaining to the original plat of said Willow Wood Shopping Center. They include, but are not limited to, easements, rights-of-way, covenants, conditions, restrictions, and other matters of record, except as shown on this plat.

5. This Amended Plat was based upon the Record Lot Lines as shown on the original Willow Wood Shopping Center Plat, and any descrepancies between the Willow Wood Lots and/or the adjoining property owners, was beyond the scope of this plat. Therefore, no attempt was made to identify or resolve any issues that may or may not exist.

LEGEND

- FIRE HYDRANT
- BOUNDARY CORNER SET WITH 5/8"X24" REBAR AND CAP MARKED 'STANTEC', OR AS NOTED
- SECTION CORNER

Stantec
Stantec Consulting Services Inc.
3995 S 700 E Ste. 300
Salt Lake City, UT
84107-2540
Tel. 801.261.0090
Fax. 801.266.1671
www.stantec.com

Project Number 186804397	PM GAC
Filename 04397v-fb	
Designed By GAC	Drawn By JWJ
Checked By GAC	Date 4/14/14

No.	Revisions	By	Date
4	Final WVC Redlines	GAC	4/14/14
3	WVC Redlines	GAC	2/07/14
2	Add Lot 5 to plat	GAC	10/08/13
1	Revise bndy call to match UDOT	GAC	6/03/13

SURVEYOR'S CERTIFICATE

I, Gregory A. Cates, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 161226 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and easements, hereafter to be known as

WILLOW WOOD SHOPPING CENTER LOTS 5, 6 & 8 AMENDED (CREATING LOTS 5A, 6A & 8A)

and that same has been surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point on the Westerly Line of Lot 6 as shown on the Willow Wood Shopping Center as recorded in Book 93-6 at Page 150 in the Salt Lake County Recorders Office, said point being also N89°57'17"E 614.95 feet, along the Section Line, and South 66.19 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point being also on the Southerly Right-of-Way Line of 3500 South Street as shown on UDOT Project No. SP-0171(3)4 Record of Survey Map recorded as S2009-01-0055 in the Salt Lake County Surveyors Office; and running thence, along said Southerly Right-of-Way Line, N87°10'51"E 30.04 feet to the West Line of Lot 7 of said Willow Wood Shopping Center; thence, along the West, South, and East Lines of said Lot 7, the following three (3) courses: (1) S00°02'43"E 218.26 feet, (2) N89°57'17"E 153.81 feet, (3) N00°02'43"W 211.18 feet to the Said Southerly Right-of-Way Line of 3500 South Street; thence, along said Southerly Right-of-Way Line, the following three (3) courses: (1) N89°18'33"E 140.34 feet, (2) S45°22'42"E 16.73 feet, (3) N89°57'17"E 55.71 feet to the Westerly Boundary Line of the Boundary Survey for the Flower Patch as recorded as Map S96-02-0120 in the Salt Lake County Surveyors Office; thence, along said Westerly Boundary Line, S00°02'43"E 66.56 feet; thence S25°51'13"W 115.35 feet to the Easterly Boundary Line of said Willow Wood Shopping Center; thence, along said Easterly Boundary Line the following two (2) courses: (1) S00°02'43"E 83.67 feet, (2) S00°00'22"E 407.98 feet to the Southeasterly Corner of Lot 6 of said Willow Wood Shopping Center; thence, along the Southerly and Westerly Boundary Line of said Lot 6, the following five (5) courses: (1) S43°31'21"W 99.85 feet, (2) S89°57'17"W 265.27 feet, (3) N00°02'43"W 58.00 feet, (4) N89°57'17"E 8.50 feet, (5) N00°02'43"W 34.67 feet to the South East Corner of Lot 5 of said Willow Wood Shopping Center; thence, along the Southerly, Westerly, and Northerly Boundary Lines of said Lot 5, the following nine (9) courses: (1) S89°57'17"W 134.67 feet, (2) N00°02'43"W 56.79 feet, (3) S89°57'17"W 5.92 feet, (4) N00°02'43"W 218.17 feet, (5) S89°57'17"W 59.92 feet, (6) N00°02'43"W 233.21 feet, (7) N89°57'17"E 161.00 feet, (8) N00°02'43"W 148.15 feet, (9) N87°10'51"E 24.03 feet to the Point of Beginning.

Contains: 305,096 SF, 7.004 acres, and 3 Lots.

Date

Gregory A. Cates
P.L.S. No. 161226

LICENSED PROFESSIONAL LAND SURVEYOR No. 161226 GREGORY A. CATES STATE OF UTAH

OWNER'S DEDICATION

Know all men by these presents that _____, the _____ undersigned owner( ) of the above described tract of land, having caused the same to be subdivided into amended lots and easements to be hereafter known as

WILLOW WOOD SHOPPING CENTER LOTS 5, 6 & 8 AMENDED (CREATING LOTS 5A, 6A & 8A)

do hereby convey to West Valley City and to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities.

In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 20____.

WILLOW WOOD, LLC., a Utah limited liability company.
By: WOODBURY AMSOURCE, INC., a Utah corporation, It's Managing Member.

By: _____ O. Randall Woodbury, Secretary

By: _____ Gregory W. Glissmeyer, Treasurer

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF } S.S.

On the _____ day of _____ 2014, before me personally appeared O. RANDALL WOODBURY, to me personally known who, by me duly sworn, did for himself say that he is the Secretary for that certain corporation known as WOODBURY AMSOURCE, INC., a Utah corporation, the Managing Member of WILLOW WOOD LLC., a Utah limited liability company, and that the within instrument was executed by them, for and on behalf of said limited liability company, by virtue of it's Operating Agreement.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC RESIDING IN _____ COUNTY

STATE OF UTAH
COUNTY OF } S.S.

On the _____ day of _____ 2014, before me personally appeared GREGORY W. GLISSMEYER, to me personally known who, by me duly sworn, did for himself say that he is the Treasurer for that certain corporation known as WOODBURY AMSOURCE, INC., a Utah corporation, the Managing Member of WILLOW WOOD LLC., a Utah limited liability company, and that the within instrument was executed by them, for and on behalf of said limited liability company, by virtue of it's Operating Agreement.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC RESIDING IN _____ COUNTY

WILLOW WOOD SHOPPING CENTER LOTS 5, 6 & 8 AMENDED (CREATING LOTS 5A, 6A & 8A)

LOCATED IN THE NORTHEAST QUARTER OF SECTION 32
TOWNSHIP 1 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, UTAH

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D., 20____ BY THE WEST VALLEY CITY PLANNING COMMISSION.

CHAIRMAN, WEST VALLEY CITY PLANNING COMM.

GRANGER/HUNTER IMPROVEMENT DISTRICT

APPROVED THIS _____ DAY OF _____ A.D., 200_____ BY THE GRANGER/HUNTER IMPROVEMENT DISTRICT

GRANGER HUNTER IMPROVEMENT DISTRICT

SALT LAKE VALLEY HEALTH DEPT.

APPROVED THIS _____ DAY OF _____ A.D., 20____

DIRECTOR, SALT LAKE VALLEY HEALTH DEPT.

WEST VALLEY CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

DATE WEST VALLEY CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D., 20____

WEST VALLEY CITY ATTORNEY

WEST VALLEY CITY COUNCIL

PRESENTED TO THE WEST VALLEY CITY COUNCIL THIS _____ DAY OF _____, A.D. 20_____, AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED.

CITY RECORDER CITY MANAGER, WEST VALLEY CITY

RECORDED

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF : _____

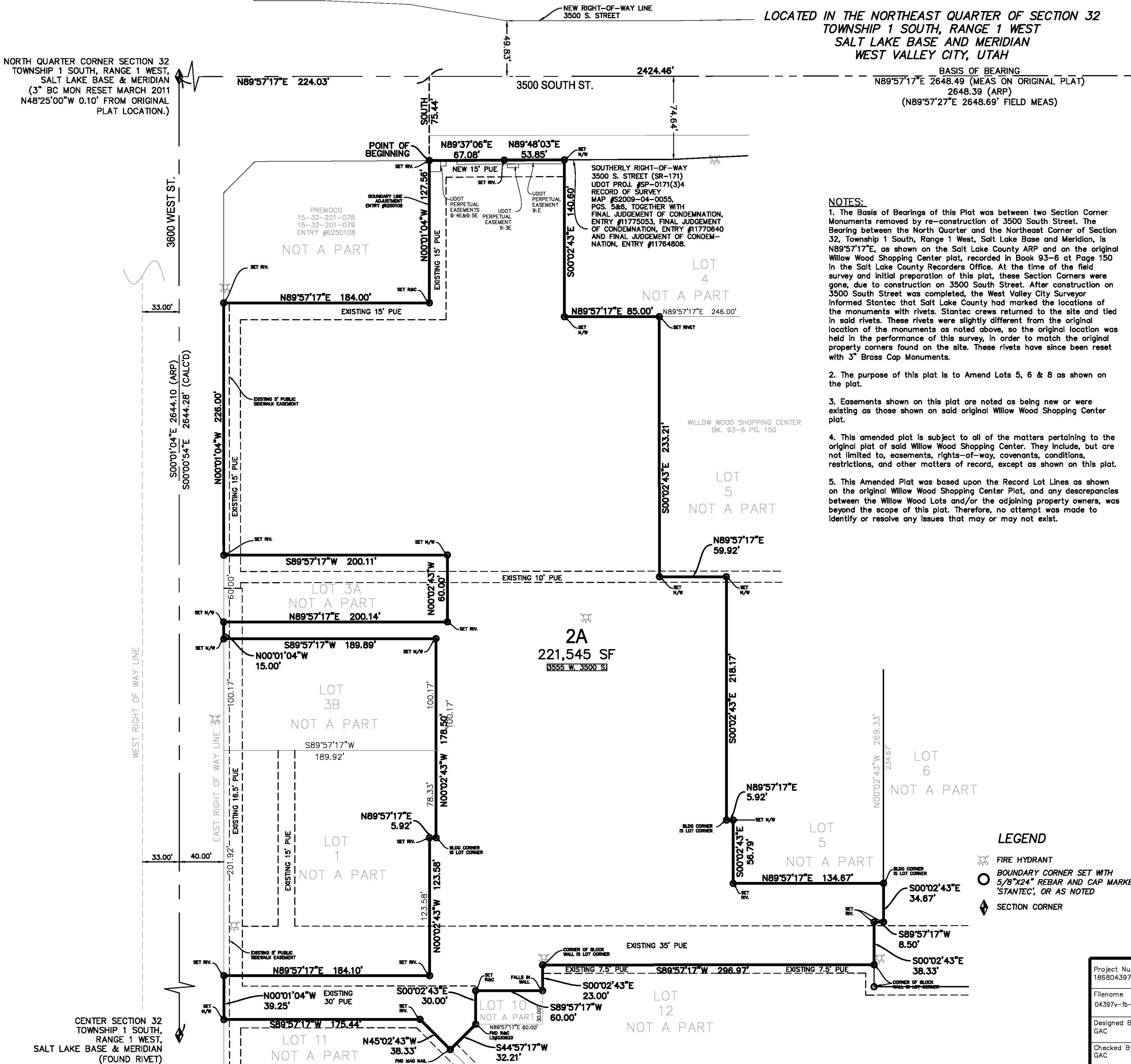
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE$ SALT LAKE COUNTY RECORDER

V:\52868\active\186804397\field_data\office\drawings\ref_drawings\04397v-fb 5-21-14.dwg May22,2014 - 7:53am

WILLOW WOOD SHOPPING CENTER LOT 2 AMENDED (CREATING LOT 2A)

LOCATED IN THE NORTHEAST QUARTER OF SECTION 32
TOWNSHIP 1 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, UTAH



NOTES:

1. The Basis of Bearings of this Plat was between two Section Corner Monuments removed by re-construction of 3500 South Street. The Bearing between the North Quarter and the Northeast Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, is N89°57'17"E, as shown on the Salt Lake County ARP and on the original Willow Wood Shopping Center plat, recorded in Book 93-6 at Page 150 in the Salt Lake County Recorders Office. At the time of the field survey and initial preparation of this plat, these Section Corners were gone, due to construction on 3500 South Street. After construction on 3500 South Street was completed, the West Valley City Surveyor informed Stantec that Salt Lake County had marked the locations of the monuments with rivets. Stantec crews returned to the site and tied in said rivets. These rivets were slightly different from the original location of the monuments as noted above, so the original location was held in the performance of this survey, in order to match the original property corners found on the site. These rivets have since been reset with 3" Brass Cap Monuments.

2. The purpose of this plat is to Amend Lots 5, 6 & 8 as shown on the plat.

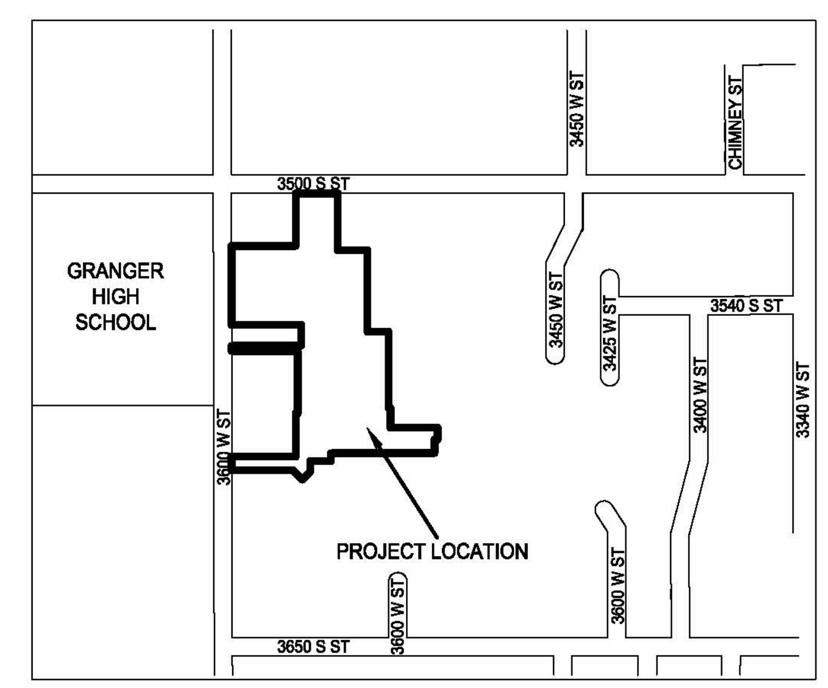
3. Easements shown on this plat are noted as being new or were existing as those shown on said original Willow Wood Shopping Center plat.

4. This amended plat is subject to all of the matters pertaining to the original plat of said Willow Wood Shopping Center. They include, but are not limited to, easements, rights-of-way, covenants, conditions, restrictions, and other matters of record, except as shown on this plat.

5. This Amended Plat was based upon the Record Lot Lines as shown on the original Willow Wood Shopping Center Plat, and any descrepancies between the Willow Wood Lots and/or the adjoining property owners, was beyond the scope of this plat. Therefore, no attempt was made to identify or resolve any issues that may or may not exist.

LEGEND

- FIRE HYDRANT
- *BOUNDARY CORNER SET WITH 5/8"X24" REBAR AND CAP MARKED 'STANTEC', OR AS NOTED*
- SECTION CORNER



VICINITY MAP

Stantec

Stantec Consulting Services Inc.
3995 S 700 E Ste. 300
Salt Lake City, UT
84107-2540
Tel. 801.261.0090
Fax. 801.266.1671
www.stantec.com

Project Number 186804397	PM GAC				
Filename 04397v-fb-102					
Designed By GAC	Drawn By JWJ	3	Final WVC Redlines	GAC	4/14/14
		2	WVC Redlines	GAC	2/14/14
Checked By GAC	Date 4/14/14	1	Add UDOT easements to plat	GAC	10/9/13
		No.	Revisions	By	Date

SURVEYOR'S CERTIFICATE

I, Gregory A. Cates, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 161226 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into an amended lot, hereafter to be known as

WILLOW WOOD SHOPPING CENTER LOT 2 AMENDED (CREATING LOT 2A)

and that same has been surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point N89°57'17"E 224.03 feet, along the Section Line, and South 75.44 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point being also on the Southerly Right-of-Way Line of 3500 South Street as shown on UDOT Project No. SP-0171(3)4 Record of Survey Map recorded as S2009-01-0055 in the Salt Lake County Surveyors Office; and running thence, along said Southerly Right-of-Way Line, the following two (2) courses: (1) N89°37'06"E 67.08 feet, (2) N89°48'03"E 53.85 feet to the West Line of Lot 4 as shown on the Willow Wood Shopping Center plat recorded in Book 93-6 at Page 150 in the Salt Lake County Recorder's Office; thence, along the West and South Lines of said Lot 4, the following 2 courses: (1) S00°02'43"E 140.60 feet (2) N89°57'17"E 85.00 feet to the Northwesterly Corner of Lot 5 of said Willow Wood Shopping Center; thence, along the Westerly Line of said Lot 5, the following six (6) courses: (1) S00°02'43"E 233.21 feet, (2) N89°57'17"E 59.92 feet (3) S00°02'43"E 218.17 feet, (4) N89°57'17"E 5.92 feet, (5) S00°02'43"E 56.79 feet, (6) N89°57'17"E 134.67 feet to the Southeasterly Corner of said Lot 5 and the Westerly Line of Lot 6 of said Willow Wood Shopping Center; thence, along said Westerly Line the following three (3) courses: (1) S00°02'43"E 34.67 feet, (2) S89°57'17"W 8.50 feet, (3) S00°02'43"E 38.33 feet to the Northerly Line of Lot 12 of said Willow Wood Shopping Center; thence, along the Northerly and Westerly Lines of said Lot 12, the following two (2) courses: (1) S89°57'17"W 296.97 feet, (2) S00°02'43"E 23.00 feet to the Northerly Line of Lot 10 of said Willow Wood Shopping Center; thence, along the Northerly and Westerly Lines of said Lot 10, the following two (2) courses: (1) S89°57'17"W 60.00 feet, (2) S00°02'43"E 30.00 feet to the Northerly Line of said Lot 12; thence, along said Northerly Line, S44°57'17"W 32.21 feet to the Northerly Line of Lot 11 of said Willow Wood Shopping Center; thence, along said Northerly Line, the following two (2) courses: (1) N45°02'43"W 38.33 feet, (2) S89°57'17"W 175.44 feet to the Easterly Right-of-Way Line of 3600 West Street; thence, along said Easterly Right-of-Way Line, N00°01'04"W 39.25 feet to the Southwest Corner of Lot 1 of said Willow Wood Shopping Center; thence, along the Southerly and Easterly Lines of said Lot 1 and the Easterly and Northerly Line of Lot 3B of said Willow Wood Shopping Center, the following five (5) courses: (1) N89°57'17"E 184.10 feet, (2) N00°02'43"W 123.58 feet, (3) N89°57'17"E 5.92 feet, (4) N00°02'43"W 178.50 feet, (5) S89°57'17"W 189.89 feet to said Easterly Right-of-Way Line of 3600 West Street; thence, along said Easterly Right-of-Way Line, N00°01'04"W 15.00 feet to the Southwest Corner of Lot 3A of said Willow Wood Shopping Center; thence, along the Southerly, Easterly and Northerly Lines of said Lot 3A, the following three (3) courses: (1) N89°57'17"E 200.14 feet, (2) N00°02'43"W 60.00 feet, (3) S89°57'17"W 200.11 feet to said Easterly Right-of-Way Line of 3600 West Street; thence, along said Easterly Right-of-Way Line, N00°01'04"W 226.00 feet; thence N89°57'17"E 184.00 feet; thence N00°01'04"W 127.56 feet to the Point of Beginning.

Contains: 221,545 SF or 5.09 acres, and 1 Lot.

Date

Gregory A. Cates
P.L.S. No. 161226

LICENSED PROFESSIONAL LAND SURVEYOR
No. 161226
GREGORY A. CATES
STATE OF UTAH

OWNER'S DEDICATION

Know all men by these presents that ______, the _____undersigned owner( ) of the above described tract of land, having caused the same to be subdivided into an amended lot together with easements, to be hereafter known as

WILLOW WOOD SHOPPING CENTER LOT 2 AMENDED (CREATING LOT 2A)

do hereby convey to West Valley City and to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities.

In witness whereof ______have hereunto set ____________________this ____________ day of______________A.D., 20_____.

WILLOW WOOD, LLC., a Utah limited liability company.
By: WOODBURY AMSOURCE, INC., a Utah corporation, It's Managing Member.

By: ______________________ *By: ______________________*
O. Randall Woodbury, Secretary *Gregory W. Glissmeyer, Treasurer*

ACKNOWLEDGMENT

STATE OF UTAH }S.S.
COUNTY OF

On the ______day of ____________2014, before me personally appeared O. RANDALL WOODBURY, to me personally known who, by me duly sworn, did for himself say that he is the Secretary for that certain corporation known as WOODBURY AMSOURCE, INC., a Utah corporation, the Managing Member of WILLOW WOOD LLC., a Utah limited liability company, and that the within instrument was executed by them, for and on behalf of said limited liability company, by virtue of it's Operating Agreement.

MY COMMISSION EXPIRES ______________ ______________________
NOTARY PUBLIC
RESIDING IN ___________COUNTY

STATE OF UTAH }S.S.
COUNTY OF

On the ______day of ____________2014, before me personally appeared GREGORY W. GLISSMEYER, to me personally known who, by me duly sworn, did for himself say that he is the Treasurer for that certain corporation known as WOODBURY AMSOURCE, INC., a Utah corporation, the Managing Member of WILLOW WOOD LLC., a Utah limited liability company, and that the within instrument was executed by them, for and on behalf of said limited liability company, by virtue of it's Operating Agreement.

MY COMMISSION EXPIRES ______________ ______________________
NOTARY PUBLIC
RESIDING IN ___________COUNTY

WILLOW WOOD SHOPPING CENTER LOT 2 AMENDED (CREATING LOT 2A)

LOCATED IN THE NORTHEAST QUARTER OF SECTION 32
TOWNSHIP 1 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, UTAH

PLANNING COMMISSION

APPROVED THIS____________ DAY OF ____________A.D., 20_____BY THE WEST VALLEY CITY PLANNING COMMISSION.

CHAIRMAN, WEST VALLEY CITY PLANNING COMM.

GRANGER/HUNTER IMPROVEMENT DISTRICT

APPROVED THIS______________________DAY OF__________ A.D., 200________ BY THE GRANGER/HUNTER IMPROVEMENT DISTRICT

GRANGER HUNTER IMPROVEMENT DISTRICT

SALT LAKE VALLEY HEALTH DEPT.

APPROVED THIS ______________ DAY OF______________A.D., 20_____

DIRECTOR, SALT LAKE VALLEY HEALTH DEPT.

WEST VALLEY CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

DATE WEST VALLEY CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ________ DAY OF______________A.D., 20_____

WEST VALLEY CITY ATTORNEY

WEST VALLEY CITY COUNCIL

PRESENTED TO THE WEST VALLEY CITY COUNCIL THIS ________DAY OF____________, A.D. 20______, AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED.

CITY RECORDER CITY MANAGER, WEST VALLEY CITY

RECORDED

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF : ______________________

DATE:__________TIME:__________ BOOK:__________ PAGE:______

FEE$ SALT LAKE COUNTY RECORDER

V:\52868\active\186804214\drawing\04214v-fb-102.dwg
2010-06-08 11:20AM By: jjohnson

ITEM#: _____
FISCAL IMPACT: _____
FUNDING SOURCE:_____
ACCOUNT #: _____
BUDGET OPENING REQ'D

ISSUE:

S-12-2014 – West Valley Commerce Center Subdivision – Lot 2 Amended

SYNOPSIS:

Applicant: Robin Butler
Proposal: Final Plat Approval
Location: 3358 South Decker Lake Drive
Zoning: C-2

BACKGROUND:

Robin Butler, representing the property owner, is requesting a plat amendment for lot 2 of the West Valley Commerce Center Subdivision. The amended subdivision is located in the C-2 Zone at approximately 3358 South Decker Lake Drive.

The original West Valley Commerce Center Subdivision was recorded with the Salt Lake County Recorder's Office in October 1996. The purpose for the original subdivision was to create lots for commercial purposes including hotels and restaurants to support the Maverik Center.

The Applebee's restaurant located on the northeast corner of lot 2 was constructed in 1997. In 1999, the City approved a second restaurant on the south end of lot 2 which is known as The Puck. Both restaurants are operating at this time.

In questioning the purpose for the amended plat, the applicant explained to staff that the property owner would like the option to sell one or both of these businesses. Each business has its own utility connections and the applicant would record cross access, parking and storm drain easements to preserve those functions as they exist today. Maintenance of the parking lot and storm drain system would be covered in the easement agreement.

Both restaurants have been reviewed by the Planning Commission as a conditional use. To staff's knowledge, there are no outstanding issues related to these properties, nor are we aware of parking or other issues related to this site.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman, Current Planning Manager

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

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

AN ORDINANCE APPROVING THE AMENDMENT OF LOT 2 IN THE WEST VALLEY COMMERCE CENTER SUBDIVISION.

WHEREAS, the City is in receipt of petition S-12-2014, proposing an amendment to lot 2 of the West Valley Commerce Center Subdivision located at approximately 3358 South Decker Lake Drive; and

WHEREAS, the purpose for the application is to amend lot 2 to create an additional lot; and

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

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

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

Section 1. The amendment to lot 2 of the West Valley Commerce Center Subdivision located at approximately 3358 South Decker Lake Drive and as shown in Petition No. S-12-2014, is hereby approved.

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

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

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

PASSED AND APPROVED this _____ day of _____ 2014.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

S-12-2014
West Valley Commerce Center Subdivision – Lot 2 Amended
3358 South Decker Lake Drive
C-2 Zone
2 Lots

BACKGROUND
Robin Butler, representing the property owner, is requesting a plat amendment for lot 2 of the West Valley Commerce Center Subdivision. The amended subdivision is located in the C-2 Zone at approximately 3358 South Decker Lake Drive.

ISSUES:
The original West Valley Commerce Center Subdivision was recorded with the Salt Lake County Recorder's Office in October 1996. The purpose for the original subdivision was to create lots for commercial purposes including hotels and restaurants to support the Maverick Center.

The Applebee's restaurant located on the northeast corner of lot 2 was constructed in 1997. In 1999, the City approved a second restaurant on the south end of lot 2 which is known as The Puck. Both restaurants are operating at this time.

In questioning the purpose for the amended plat, the applicant explained to staff that the property owner would like the option to sell one or both of these businesses. Each business has its own utility connections and the applicant would record cross access, parking and storm drain easements to preserve those functions as they exist today. Maintenance of the parking lot and storm drain system would be covered in the easement agreement.

Both restaurants have been reviewed by the Planning Commission as a conditional use. To staff's knowledge, there are no outstanding issues related to these properties, nor are we aware of parking or other issues related to this site.

STAFF ALTERNATIVES:

Approve the West Valley Commerce Center Subdivision Lot 2 Amended subject to a resolution of staff and agency comments.

Continue the application to address concerns raised during the Planning Commission hearing.

Applicant:
Robin Butler
308 E 4000 S

Discussion: Steve Pastorik presented the application. Robin Butler, the applicant, stated that the only reason this property will be split is for a potential sale. The Planning Commission had no further questions or concerns.

Motion: Commissioner Mills moved for approval.

Commissioner Thomas seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Mills	Yes
Commissioner Thomas	Yes
Commissioner Woodruff	Yes
Chairman Conder	Yes

Unanimous-S-12-2014 Approved

WEST VALLEY CITY
Unity Pride Progress

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

September 11, 2014

John Prince
308 E 4500 S
Suite 210
Murray, UT 84107

Dear Mr. Prince:

The West Valley City Planning Commission voted on September 10, 2014 to recommend to the City Council a plat amendment for lot 2 of the West Valley Commerce Center Subdivision on application #S-12-2014. The property is located at approximately 3358 S Decker Lake Drive.

The motion for approval is subject to a resolution of staff and agency comments.

Any conditions attached to this approval will need to be satisfied one week prior to the date set for hearing before the City Council. You will be notified by the City Recorder of the date and time your application will appear on the City Council agenda.

If you should have any comments or questions, please feel free to contact our office at 963-3311.

Sincerely,

FOR

Steve Lehman, AICP
Current Planning Manager

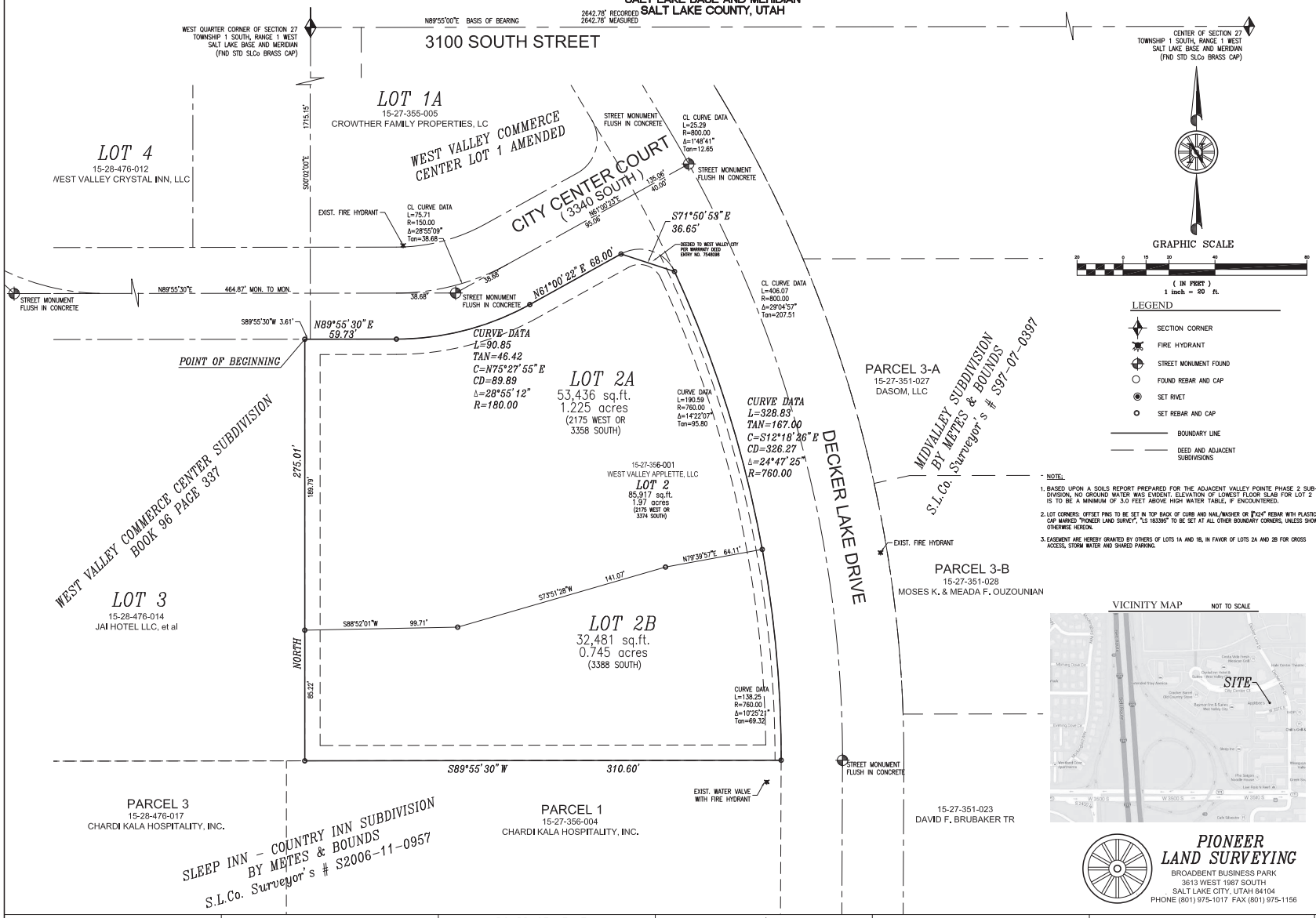
SL/nc

S-12-2014 Petition by **ROBIN BUTLER** requesting a **plat amendment** for lot 2 of the West Valley Commerce Center Subdivision. The amended subdivision will divide the existing property into two lots. The proposed subdivision is located at approximately 3358 S Decker Lake Drive and is zoned 'C-2' (general commercial). (Staff- **Steve Lehman** at 801-963-3311)

WEST VALLEY COMMERCE CENTER SUBDIVISION LOT 2 AMENDED

(CREATING LOTS 2A AND 2B)

LOCATED IN THE SOUTHWEST QUARTER, OF SECTION 27
TOWNSHIP 1 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SALT LAKE COUNTY, UTAH



NOTE:

1. BASED UPON A SOILS REPORT PREPARED FOR THE ADJACENT VALLEY POINTE PHASE 2 SUB-DIVISION, NO GROUND WATER WAS EVIDENT. ELEVATION OF LOWEST FLOOR SLAB FOR LOT 2 IS TO BE A MINIMUM OF 3.0 FEET ABOVE HIGH WATER TABLE, IF ENCOUNTERED.
2. LOT CORNERS: OFFSET PINS TO BE SET IN TOP BACK OF CURB AND NAIL/WASHER OR 5/8"X24" REBAR WITH PLASTIC CAP MARKED "PIONEER LAND SURVEY", "LS 183395" TO BE SET AT ALL OTHER BOUNDARY CORNERS, UNLESS SHOWN OTHERWISE HEREON.
3. EASEMENT ARE HEREBY GRANTED BY OTHERS OF LOTS 1A AND 1B, IN FAVOR OF LOTS 2A AND 2B FOR CROSS ACCESS, STORM WATER AND SHARED PARKING.

VICINITY MAP NOT TO SCALE

PIONEER LAND SURVEYING
BROADBENT BUSINESS PARK
3613 WEST 1987 SOUTH
SALT LAKE CITY, UTAH 84104
PHONE (801) 975-1017 FAX (801) 975-1156

14006

SURVEYOR'S CERTIFICATE

I, EVAN J. WOOD DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 183395 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREET TOGETHER WITH EASEMENTS TO BE KNOWN AS WEST VALLEY COMMERCE CENTER SUBDIVISION LOT 2 AMENDED AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

EVAN J. WOOD
LICENSE No. 183395

DATE

BOUNDARY DESCRIPTION

A LOT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 2, WEST VALLEY COMMERCE CENTER SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

CONTAINS 2 LOTS, 85,917 SQUARE FEET OR 1.97 ACRES.

OWNER'S DEDICATION

Known all men by these presents that _____, the _____ undersigned owner ( ) of the above described tract of land, having caused same to be subdivided into lots and street, together with easements to be hereafter known as the

WEST VALLEY COMMERCE CENTER SUBDIVISION LOT 2 AMENDED

do dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also do hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 20_____.

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

On the _____ day of _____ A.D., 20_____, personally appeared before me_____who being by me duly sworn, did say that he is _____of West Valley Applette LLC, and duly acknowledged to me that he is authorized to sign the foregoing instrument on behalf of said limited liability company and further acknowledged to me that said limited liability company executed the same.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN SALT LAKE COUNTY

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

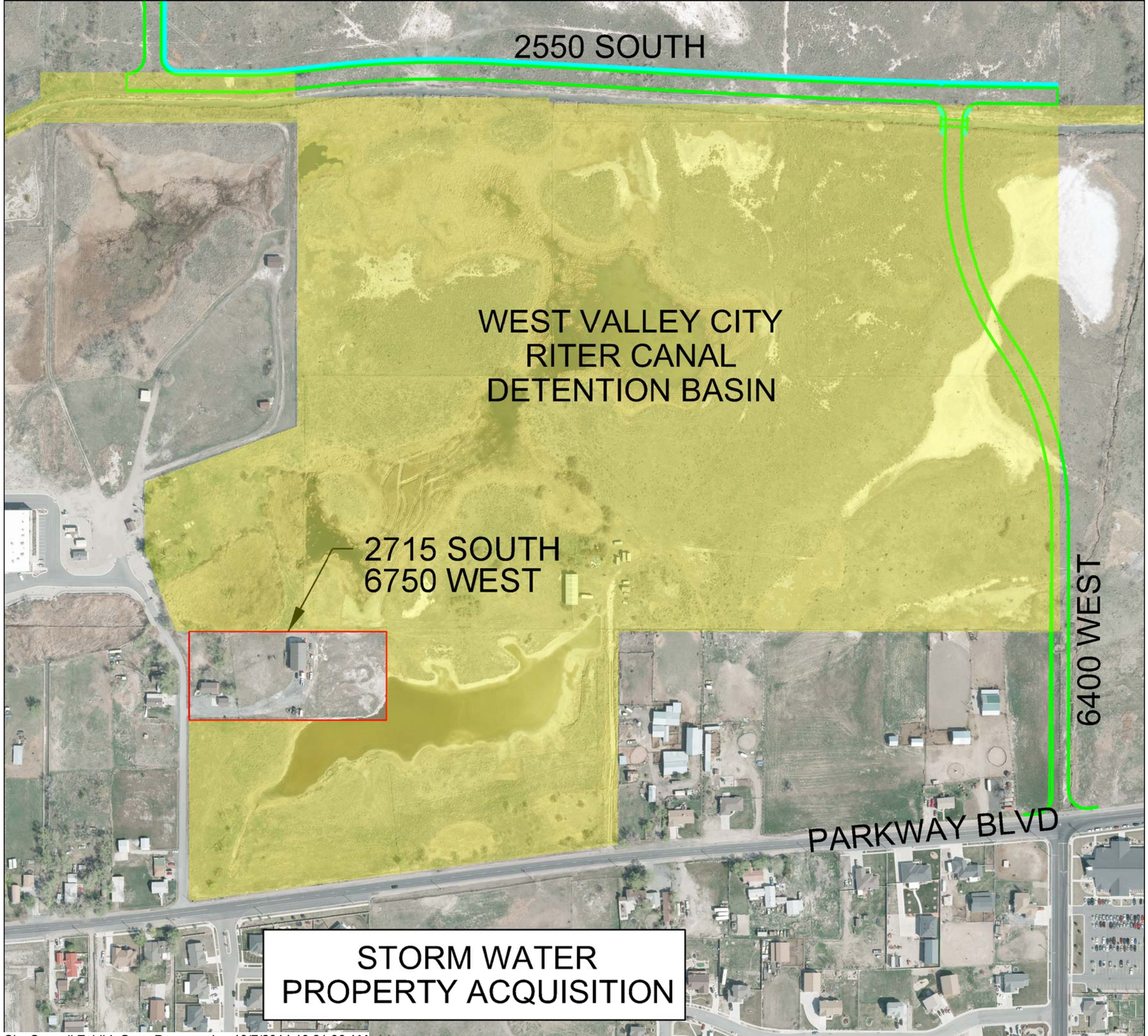
On the _____ day of _____ A.D., 20_____ personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer ( ) of the above Owner's dedication _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned. MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

WEST VALLEY COMMERCE CENTER SUBDIVISION LOT 2 AMENDED

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27
TOWNSHIP 1 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SALT LAKE COUNTY, UTAH

PLANNING COMMISSION	GRANGER-HUNTER IMPROVEMENT DISTRICT	BOARD OF HEALTH	CITY ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CITY COUNCIL APPROVAL	RECORDED #
APPROVED THIS _____ DAY OF _____ A.D., 20___ BY THE CITY PLANNING COMMISSION	APPROVED THIS _____ DAY OF _____ A.D., 20___ BY THE IMPROVEMENT DISTRICT	APPROVED THIS _____ DAY OF _____ A.D., 20___ BY	APPROVED AS TO COMPLIANCE WITH CITY ORDINANCE	APPROVED THIS _____ DAY OF _____ A.D., 20___.	PRESENTED TO THE CITY COUNCIL APPROVED THIS _____ DAY OF _____ A.D., 20___ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.	STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____
CHAIRMAN, CITY PLANNING COMMISSION	GENERAL MANAGER	DIRECTOR	DATE / CITY ENGINEER	CITY ATTORNEY	ATTEST: CITY RECORDER / CITY MANAGER	FEE $ / CLERK / SALT LAKE COUNTY RECORDER



City Council Exhibit Grow Property.dgn 10/7/2014 10:21:06 AM

Item #:	
Fiscal Impact:	$445,000
Funding Source:	Storm Water Utility
Account #:	36-7532-40750-75181-0000
Budget Opening Required:	Yes

ISSUE:

Purchase a 3.06 acre parcel located adjacent to other city-owned property at 2715 S 6750 W.

SYNOPSIS:

The property will become part of an 80 acre tract of land acquired for storm water detention and preservation of open space.

BACKGROUND:

As shown on the attached map, this parcel of property is bordered on three sides by parcels already owned by the City. This property juts into the existing city parcels. Acquisition of this parcel will square off the City property, and allow for more effective use of the surrounding land.

The General Plan calls for preservation of open space and trail extensions in this area. With the acquisition of this parcel, the existing conceptual plan for the City-owned land can be modified and solidified. The plan includes storm water detention and education facilities, and trails to facilitate enjoyment of the wetlands and open space.

There are three structures on the property: an old remodeled residence; a garage, which has been converted to a studio apartment or guest house; and a 40 ft. by 70 ft. newer shop/garage, which has been partially converted to a residence. The old residence and the guest house will be demolished by the City, after the seller has salvaged any desirable material. Use of the large shop/garage will be evaluated, as a plan for the entire 80 acre site is completed. Possible uses include a maintenance building for the site, seasonal equipment storage, or recreation.

A real estate agent called to see if the City had any interest, and subsequently listed the property for $750,000. The City had the property appraised, and offered the appraised value ($437,000), which heavily discounted the value of the structures. The owner eventually agreed to the appraised value. The City will also incur additional costs of approximately $8,000 for a title report and insurance, recording fees, and related costs.

RECOMMENDATION:

Approve acquisition of 3.06 acres from Justin Grow for $437,000, plus closing costs, title report and insurance, and other associated costs.

SUBMITTED BY:

Russell B Willardson, P.E., Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION _____

A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT WITH JUSTIN GROW TO PURCHASE PROPERTY LOCATED AT 2715 SOUTH 6750 WEST IN WEST VALLEY CITY.

WHEREAS, West Valley City (the "City") desires to purchase property located at 2715 South 6720 West (the "Property") from Justin Grow ("Seller") as part of an 80 acre tract of land acquired for storm water detention and preservation of open space; and

WHEREAS, Seller desires to sell the Property; and

WHEREAS, an agreement has been prepared for execution by and between the City and Seller, a copy of which is attached hereto and entitled "Real Estate Purchase Agreement" (herein the "Agreement"), which sets forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Real Estate Purchase Agreement;

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

1. That the Agreement for the Property is hereby approved in substantially the form attached, subject to approval of the final form of the Agreement by the City Manager and City Attorney's Office.

2. That the Mayor is hereby authorized to accept the Deed to the Property and to execute any documents necessary to complete the purchase on behalf of the City.

3. That the West Valley City Recorder is hereby authorized to record the Deed in the Office of the Salt Lake County Recorder.

PASSED, **APPROVED**, and **MADE EFFECTIVE** this _____ day of _____ _____, 2014.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT, herein the "Agreement," is made and entered into as of the _____ day of _____, 2014, by and between Justin Grow, (herein the "Seller") and West Valley City, a municipal corporation of the State of Utah (herein the "Buyer").

R E C I T A L S :

A. The Seller owns a parcel of property located at 2715 South 6750 West, in West Valley City, Salt Lake County, State of Utah, herein the "Property." The Property is more particularly described and depicted on the attached Exhibit "A," which is incorporated herein. For purposes of this Agreement, the term "Property" shall include the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, rights-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all mineral rights; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.

B. The Seller desires to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

A G R E E M E N T :

1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Seller hereby agrees to effect this purchase and sale transaction through the use of a Warranty Deed, subject only to those title matters which are acceptable to the Buyer.

2. **Purchase Price.**

   a. Purchase Price. The Purchase Price shall be $437,000 payable in United States dollars.

   b. Earnest Money. Within 10 days of the execution of this Agreement by all parties, the Buyer shall pay $5,000 earnest money into escrow account with National Title Agency c/o Julie Wright (the "Title Company") to be paid to the Seller at Closing.

The Earnest Money shall become non-refundable upon Buyer's approval of the Title to the property, approval of the purchase by the West Valley City Council, and Buyer's approval of the Property Inspection.

c. Balance of Purchase Price. The Buyer shall pay the entire Purchase Price, less the Earnest Money, in cash at the Closing.

3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied, in the Buyer's sole discretion, prior to the Closing; provided, however, that the Buyer is entitled to waive any of the conditions in writing.

a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer in its sole discretion. At the Buyer's written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer.

b. Water Rights. The parties agree that all water rights, water shares, or stock owned by the Seller and associated with the property, if any, shall be conveyed to the Buyer.

c. Mineral Rights. The sale includes all mineral rights to the Property.

d. Approval. Purchase of Property is contingent upon the West Valley City Council approving the terms and conditions of this Agreement.

e. Inspection. For a period of 10 days from the execution of this Agreement ("Inspection Period"), Buyer shall have the right to perform a physical inspection (the "Inspection") of the Property at Buyers expense. The Inspection may include the collection of samples for environmental testing as well as any other testing, sampling or study that Buyer determines appropriate. Purchase of Property shall be contingent upon the results of the Inspection at Buyers sole and absolute discretion. Buyer may terminate this Agreement at any time prior to the expiration of the Inspection Period and get refunded the earnest money in full in that event.

4. **Closing.** The term "Closing" is used in this Agreement to mean the time at which the Title Company records the Deed in the office of the Salt Lake County Recorder. The Closing shall occur on or before November 2, 2014, unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.

a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the balance of the cash Purchase Price.

b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the following to the Buyer:

(i) The duly executed and acknowledged Warranty Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and encumbrances which are unacceptable to the Buyer.

(ii) Within 5 days of contract execution Seller shall deliver to Buyer Original copies, of all leases, current rent roll, 3 years of rental history, 3 years of expenses, subleases and contracts relating to the Property. If applicable, all such leases, subleases and contracts shall be assigned to the Buyer at Closing.

(iii) All security deposits of current tenants, if any.

(iv) Half of all closing costs, including title insurance, escrow and recording costs.

c. Buyer's Costs. The Buyer shall pay the following items at or before the Closing:

(i) The Purchase Price.

(ii) Half of closing costs, including title insurance, escrow and recording costs.

d. Failure to Deliver.

(i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may commence an action for damages, or bring an action to compel specific performance by the Buyer. All costs shall be borne by the party incurring the cost. The Seller expressly agrees that the action for damages, or action for specific performance pursuant to this section shall be the Seller's sole remedies for the Buyer's failure to perform or deliver at the Closing.

(ii) If the Seller fails or refuses to deliver a valid and acceptable Deed, or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, or may take any legal action necessary to enforce the Buyer's rights, to be made whole for damages caused by the Seller's default, and/or to compel specific performance by the Seller.

e. Prorations.

(i) All water, sewer, and utility charges for the Property.

(ii) Seller is paying the prorated 2014 General Property Taxes through the date of Closing, however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the Seller to pay said taxes since the Buyer is tax exempt. Buyer shall not be responsible for any rollback taxes.

(iii) All levied or pending assessments affecting the Property.

(iv) Current rents received from the Property.

The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

5. **Seller's Representations, Warranties and Covenants.**

a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:

(i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, free and clear of all encumbrances, except for those found acceptable by the Buyer.

(ii) The Seller warrants that there is no pending claim, suit, or litigation that involves the Property.

(iii) At the Closing, there will be no unpaid bills or claims in connection with the Property.

(iv) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject any right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.

(v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.

(vi) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.

To the actual knowledge of the Seller no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations.

The Seller hereby agrees and covenants that the Purchase Price being paid by the Buyer constitutes full and adequate consideration for the Property and rights being acquired by the Buyer.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

6. **Brokerage Commissions.** The Seller is represented by a Real Estate Agent and/or Broker in this transaction and shall be solely responsible for brokerage commissions. The Buyer is not represented by a Real Estate Agent and/or Broker.

7. **Additional Acts and Consideration.** The Buyer agrees to allow the Seller forty-five (45) days from the Closing to remove all personal property. Any property that remains after the forty-five (45) day period shall be deemed property of the Buyer. Seller shall have salvage rights on the structures, except for the 40 x 70 shop/garage.

8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by telecopy (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Seller: Justin Grow
1546 Van Buren Circle
Salt Lake City, UT 84104

If to the Buyer: West Valley City
Attn: Russ Willardson
3600 Constitution Blvd
West Valley City, Utah 84111

With a copy to: Eric Bunderson
City Attorney
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119
Telephone: 801-963-3288
Facsimile: 801-963-3366

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

9. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.

10. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.

11. **Risk of Loss.** If, prior to the Closing Date, the Property or any portion thereof is damaged by fire, acts of God, or other casualty or cause, the Buyer shall have the right to terminate this Agreement and the Earnest Money shall be refunded to Buyer.

12. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.

13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

14. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.

16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.

17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.

18. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.

19. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

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

BUYER:

West Valley City

_____

Mayor

ATTEST:

_____

City Recorder

APPROVED AS TO FORM

WVC Attorney's Office

By: _____

SELLER:

Justin Grow

_____

State of Utah)
:ss
County of Salt Lake)

On this _____ day of _____, 2014, personally appeared before me Justin Grow, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed the same.

_____
Notary Public

EXHIBIT "A"

The Property referred to in this Agreement is located in Salt Lake County, UT and is described as:

> BEGINNING AT A POINT WHICH IS WEST 1760 FEET FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 550.00 FEET; THENCE SOUTH 242.5 FEET; THENCE EAST 550.00 FEET; THENCE NORTH 242.5 FEET TO THE POINT OF BEGINNING. SITUATE IN SALT LAKE COUNTY, STATE OF UTAH.
>
> Parcel No. 14-27-200-005

Item #:	
Fiscal Impact:	$770,050
Funding Source:	See Below
Account #:	See Below
Budget Opening Required:	Yes

ISSUE:
A resolution approving a real estate purchase agreement for a 2.06 acre parcel south of the existing Public Works Maintenance Facility on 3600 West.

SYNOPSIS:
City functions currently operating on the existing 8.27 acres of the Public Works Maintenance Facility are overcrowded. Acquisition of this parcel will allow for more efficient expansion of the operations on the current site, in lieu of constructing a separate maintenance facility.

BACKGROUND:
The current facilities on 3600 West house the following City functions: Fleet Maintenance for all departments, Streets and storm drain maintenance, Park Maintenance, garbage and recycling can storage, and Police motorcycle and line vehicle storage. Another location has been sought to relocate Park Maintenance and reduce overcrowding at the current site. When the property immediately south of the existing site became vacant, the City approached the owner with an offer to purchase. The acquisition of this adjacent property will eliminate the need to construct additional facilities at a new site, such as gas pumps and equipment washout areas, and keep Parks Maintenance functions close to the Fleet Maintenance facility.

The new parcel is zoned manufacturing, borders residential property to the east and additional manufacturing property to the south. The property has an existing masonry wall on three sides and is well suited for the City's intended purpose.

Although the property appraised for $700,000, the owner was unwilling to sell for that amount. Through negotiations, a final purchase price of $762,500 was agreed upon. The City will also incur additional costs of approximately $7,550 for title report and insurance, recording fees, and environmental assessment.

Because the property acquisition will benefit several departments and functions within the City, some of which are funded with special funds, costs have been allocated as follows:

Capital Improvement Program Funds	$250,000	45-9610-40750-75180-0000
Storm Water Utility	$210,000	36-7531-40750-75180-0000
Class C Road Fund	$210,000	11-7581-40750-75180-0000
Sanitation Fund	$100,050	27-7560-40750-75180-0000

RECOMMENDATION:
City staff recommends approval of the resolution.

SUBMITTED BY:
Russell B Willardson, P.E., Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT WITH IFTIGER REAL PROPERTY, LLC, TO PURCHASE A PARCEL ADJACENT TO THE PUBLIC WORKS MAINTENANCE FACILITY AT 2881 SOUTH 3600 WEST IN WEST VALLEY CITY.

WHEREAS, Iftiger Real Property, LLC (herein the "Seller"), owns a 2.06 acre parcel of property south of the existing Public Works Maintenance Facility at approximately 2881 South 3600 West (herein the "Property"); and

WHEREAS, West Valley City wishes to purchase the Property in order to provide adequate space for the Public Works Maintenance functions; and

WHEREAS, Seller desires to sell the Property to the City; and

WHEREAS, an agreement has been prepared for execution by and between the City and Seller, a copy of which is attached hereto and entitled "Real Estate Purchase Agreement" (herein the "Agreement"), which sets forth the rights, duties, and obligations of each of the parties thereto; and

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

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

1. That the Agreement is hereby approved in substantially the form attached, subject to approval of the final form of the Agreement by the City Manager and City Attorney's Office.

2. That the Mayor is hereby authorized to accept the Deed to the Property and to execute any documents necessary to complete the purchase on behalf of the City.

3. That the West Valley City Recorder is hereby authorized to record the Deed in the Office of the Salt Lake County Recorder.

PASSED, **APPROVED**, and **MADE EFFECTIVE** this _____ day of _____ _____, 2014.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT, herein the "Agreement," is made and entered into as of the 7 day of OCTOBER, 2014, by and between Iftiger Real Property, LLC, (herein the "Seller") and West Valley City, a municipal corporation of the State of Utah (herein the "Buyer").

RECITALS:

A. The Seller owns a parcel of property located at 2881 South 3600 West, in West Valley City, Salt Lake County, State of Utah, herein the "Property." The Property is more particularly described and depicted on the attached Exhibit "A," which is incorporated herein. For purposes of this Agreement, the term "Property" shall include the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, rights-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all mineral rights; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.

B. The Seller desires to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

AGREEMENT:

1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Seller hereby agrees to effect this purchase and sale transaction through the use of a Warranty Deed, subject only to those title matters which are acceptable to the Buyer.

2. **Purchase Price.**

   a. Purchase Price. The Purchase Price shall be $762,500 payable in United States dollars.

   b. Earnest Money. Within 10 days of the execution of this Agreement by all parties, the Buyer shall pay $5,000 earnest money into escrow account with National Title Agency c/o Julie Wright (the "Title Company") to be paid to the Seller at Closing.

The Earnest Money shall become non-refundable upon Buyer's approval of the Title to the property, approval of the purchase by the West Valley City Council, and Buyer's approval of the Property Inspection.

c. Balance of Purchase Price. The Buyer shall pay the entire Purchase Price, less the Earnest Money, in cash at the Closing.

3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied, in the Buyer's sole discretion, prior to the Closing; provided, however, that the Buyer is entitled to waive any of the conditions in writing.

a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer in its sole discretion. At the Buyer's written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer.

b. Water Rights. The parties agree that all water rights, water shares, or stock owned by the Seller and associated with the property, if any, shall be conveyed to the Buyer.

c. Mineral Rights. The sale includes all mineral rights to the Property.

d. Approval. Purchase of Property is contingent upon the West Valley City Council approving the terms and conditions of this Agreement.

e. Inspection. For a period of 30 days from the execution of this Agreement ("Inspection Period"), Buyer shall have the right to perform a physical inspection (the "Inspection") of the Property at Buyers expense. The Inspection may include the collection of samples for environmental testing as well as any other testing, sampling or study that Buyer determines appropriate. Purchase of Property shall be contingent upon the results of the Inspection at Buyers sole and absolute discretion. Buyer may terminate this Agreement at any time prior to the expiration of the Inspection Period and get refunded the earnest money in full in that event.

4. **Closing.** The term "Closing" is used in this Agreement to mean the time at which the Title Company records the Deed in the office of the Salt Lake County Recorder. The Closing shall occur on or before the date that is fifteen (15) days after the expiration of the Inspection Period, unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.

a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the balance of the cash Purchase Price.

b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the following to the Buyer:

(i) The duly executed and acknowledged Warranty Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and encumbrances which are unacceptable to the Buyer.

(ii) Within 5 days of contract execution Seller shall deliver to Buyer Original copies, of all leases, current rent roll, 3 years of rental history, 3 years of expenses, subleases and contracts relating to the Property. If applicable, all such leases, subleases and contracts shall be assigned to the Buyer at Closing.

(iii) All security deposits of current tenants, if any.

c. Buyer's Costs. The Buyer shall pay the following items at or before the Closing:

(i) The Purchase Price.

(ii) All closing costs, including title insurance, escrow and recording costs.

d. Failure to Deliver.

(i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may commence an action for damages, or bring an action to compel specific performance by the Buyer. All costs shall be borne by the party incurring the cost. The Seller expressly agrees that the action for damages, or action for specific performance pursuant to this section shall be the Seller's sole remedies for the Buyer's failure to perform or deliver at the Closing.

(ii) If the Seller fails or refuses to deliver a valid and acceptable Deed, or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, or may take any legal action necessary to enforce the Buyer's rights, to be made whole for damages caused by the Seller's default, and/or to compel specific performance by the Seller.

e. Prorations.

(i) All water, sewer, and utility charges for the Property.

(ii) Seller is paying the prorated 2014 General Property Taxes through the date of Closing, however, if for any reason the Salt Lake County

Treasurer determines there are still taxes due on the property, it is the responsibility of the Seller to pay said taxes since the Buyer is tax exempt. Buyer shall not be responsible for any rollback taxes.

(iii) All levied or pending assessments affecting the Property.

(iv) Current rents received from the Property.

The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

5. **Seller's Representations, Warranties and Covenants.**

a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:

(i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, free and clear of all encumbrances, except for those found acceptable by the Buyer.

(ii) The Seller warrants that there is no pending claim, suit, or litigation that involves the Property.

(iii) At the Closing, there will be no unpaid bills or claims in connection with the Property.

(iv) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject any right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.

(v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.

(vi) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.

To the actual knowledge of the Seller no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations.

The Seller hereby agrees and covenants that the Purchase Price being paid by the Buyer constitutes full and adequate consideration for the Property and rights being acquired by the Buyer.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

6. **Brokerage Commissions.** The Buyer is represented by Broker Dee Hansen of the DRH Realty, LLC. The Seller is not represented by a broker or real estate agent in this transaction. The Buyer shall be solely responsible for the payment of the commission to Dee Hansen in this transaction. Further, the Seller hereby indemnifies the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Seller. The Buyer hereby indemnifies the Seller from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer.

7. **Additional Acts and Consideration.** At or before the execution of this Agreement, the Buyer and Seller shall enter into a standard Lease Agreement for the Property wherein the Buyer shall lease the Property from the Seller for the period of time before Closing. Buyer shall pay Seller the amount of $3,600 per month of rent and Seller agrees that Buyer shall be entitled to a credit of the total amount of rent paid under the Lease Agreement against the Purchase Price at Closing.

8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by telecopy (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Seller: Iftiger Real Property, LLC

Attn:
MICHAEL R. IFTIGER, MANAGER
IFTIGER REAL PROPERTY LLC
960 E. FOXHILL RD.
NORTH SALTLAKE, UT 84054

If to the Buyer: West Valley City
Attn: Russ Willardson
3600 Constitution Blvd
West Valley City, Utah 84111

With a copy to: Eric Bunderson
City Attorney
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119
Telephone: 801-963-3288
Facsimile: 801-963-3366

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

9. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.

10. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.

11. **Risk of Loss.** If, prior to the Closing Date, the Property or any portion thereof is damaged by fire, acts of God, or other casualty or cause, the Buyer shall have the right to terminate this Agreement and the Earnest Money shall be refunded to Buyer.

12. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.

13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

14. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.

16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.

17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.

18. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.

19. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

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

BUYER:

West Valley City

_____

Mayor

ATTEST:

_____

City Recorder

APPROVED AS TO FORM

WVC Attorney's Office

By: _____

SELLER:

IFTIGER REAL PROPERTY LLC

State of Utah _____)
:ss
County of Davis _____)

On this 7th day of October, 2014, personally appeared before me Michael R. Iftiger, 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 [title] of Iftiger Real Property LLC [name of LLC], a limited liability company, and that the foregoing instrument was signed in behalf of said LLC by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

Notary Public

MICKI BRADSHAW
Notary Public • State of Utah
Commission # 653173
My Commission Expires
March 10, 2016

EXHIBIT "A"

The Property referred to in this Agreement is located in Salt Lake County, UT and is described as:

15292020040000 Legal description

BEG 1155 FT S & 40.0 FT E FR N 1/4 COR SEC 29, T 1S, R 1W, SL M; E 620 FT; S 145 FT; W 620 FT; N 145 FT TO BEG. 2.06 AC M OR L. 3994-252. 4475-983. 4528-506. 4528-507 6173-2598 6952-1358 7772-1622 7887-0430 8321-0328

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

ISSUE:

Provide Rocky Mountain Power with a service easement across the new Glenn Weaver Memorial Park at the Vistas servicing the Kearns Improvement Pump House.

SYNOPSIS:

The service line to the pump house is currently an overhead service line. To remove the visual clutter of the poles and power lines, the overhead lines are being replaced with underground lines making for a better park with uncluttered views of the valley. The underground lines require a 10 foot easement across the park property.

BACKGROUND:

West Valley City acquired this property when the Vistas subdivision was developed in 2004. It is 2.82 acres in size and has a small Kearns Improvement District pump house that will remain. The park will be developed around the existing pump house. Park improvements are currently underway.

RECOMMENDATION:

Approve the Rocky Mountain Power easement on Glenn Weaver Memorial Park at the Vistas.

SUBMITTED BY:

Kevin Astill, Parks and Recreation Director
Gregg Cudworth, Supervisor of Parks Planning

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING WEST VALLEY CITY TO GRANT A RIGHT-OF-WAY EASEMENT IN FAVOR OF ROCKY MOUNTAIN POWER OVER A PORTION OF CITY PROPERTY LOCATED WITHIN THE GLENN WEAVER MEMORIAL PARK AT THE VISTAS.

WHEREAS, the City desires to relocate an overhead service line to the pump house located in the Glenn Weaver Memorial Park at the Vistas to remove the visual clutter of the poles and power lines; and

WHEREAS, as part of the relocation, it is necessary for the City to grant Rocky Mountain Power (herein "RMP") a right-of-way easement on the Property; and

WHEREAS, a document entitled, "Right of Way Easement" has been prepared for execution; 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 grant said right-of-way easement to RMP.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City that the document entitled "Right of Way Easement" is hereby approved, and that the Mayor is authorized to execute said Right of Way Easement for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____ _____, 2014.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

REV101512
Return to:
Rocky Mountain Power
Ruston Jenson/Lisa Louder
1569 W. North Temple
Salt Lake City, UT 84116

Project Name: Vistas West Park
Project Tract Number:_____
WO#: 5894968
RW#: _____

RIGHT OF WAY EASEMENT

For value received, **West Valley City Municipal Corporation,** ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way **ten** feet in width and **360** feet in length (see legal description), more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit **A** attached hereto and by this reference made a part hereof:

Legal Description: Commencing at the Southwest Quarter of Section 2, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence 1149.41 feet North 0° 06'58" West along the section line; thence South 89°59'54" East 33.00 feet to the east line of 6400 West Street as it exists at 33.00 foot half width; thence North 00°06'58" West 10.00 feet along said east line to the Point of Beginning; thence North 00°06'58" West 10.01 feet; thence South 87°59'12" East 94.76 feet; thence South 45°00'00" East 56.39 feet; thence East 208.25 feet; thence South 10.00 feet; thence West 212.39 feet; thence North 45°00'00" West 56.59 feet; thence North 87°59'12" West 90.46 feet to the Point of Beginning. Containing 3,594 square feet.

Assessor Parcel No. **20-02-355-007**

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of

way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

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

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 _____, 20___.

_____

Ron Bigelow, Mayor
West Valley City Corp **GRANTOR**

_____

(Insert Grantor Name Here) **GRANTOR**

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF _____)
) ss.
County of _____)

On this ___ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____(name), known or identified to me to be the (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
(notary signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires:_____ (d/m/y)

RMP service line easement at Glenn Weaver Memorial Park

9/4/2014

Scale: 1 inch= 50 feet

File:

Tract 1: 0.0825 Acres (3594 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/168880), Perimeter=739 ft.

01 n00.0658w 10.01
02 s87.5912e 94.76
03 s45.0000e 56.39
04 n90e 208.25
05 s0w 10
06 s90w 212.39
07 n45.0000w 56.59
08 n87.5912w 90.46

October 9, 2014

MEMORANDUM

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

September 13 – October 24, 2014	*Journey Stories* Traveling Smithsonian Exhibit, UCCC (Opening Reception on September 15th, 6:00 P.M. – 8:00 P.M.) www.culturalcelebration.org
October 11, 2014	Fire Department Open House, Station 73, 2834 South 2700 West, 10:00 A.M. – 4:00 P.M.
October 11, 2014	Latino Educational and Cultural Fair 2014 – Sponsored by Latino Community Center, UCCC, 10:00 A.M. – 7:00 P.M.
October 13, 2014	ARTRageous Student Activity: Journey Stories Journal Sketchbooks, UCCC, 9:00 A.M. www.culturalcelebration.org
October 14, 2014	ARTRageous Student Activity: Journey Stories Journal Sketchbooks, UCCC, 9:00 A.M. www.culturalcelebration.org
October 14, 2014	Utah Grizzlies Face-off Luncheon, Maverick Center Centennial Room (4th floor), 11:30 A.M. – 1:30 P.M.
October 14, 2014	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Steve Buhler
October 15, 2014	WVC Watch Wednesday – Information Update, City Hall, 6:30 P.M. – 8:00 P.M.

October 15, 2014	Community Meeting with Chief Russo, Location TBD, 7:00 P.M.
October 18, 2014	West Valley Women in Motion Conference, UCCC, 9:00 A.M. – 2:00 P.M. www.culturalcelebration.org
October 21, 2014	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Karen Lang
October 21 – 31, 2014	Early Voting for General Election, City Hall Lobby, 12:00 P.M. – 6:00 P.M. (weekdays only)
October 24, 2014	Member Event – Pumpkin Painting & Refreshments, Fitness Center, 6:00 P.M. – 7:00 P.M. www.wvc-ut.gov/fitnesscenter
October 25, 2014	Bewitching Breakfast, Fitness Center, 9:30 A.M. – 10:30 A.M. www.wvc-ut.gov/fitnesscenter
October 25, 2014	Halloween Safety Fair, Fitness Center, 11:00 A.M. – Noon www.wvc-ut.gov/fitnesscenter
October 27 & 28, 2014	Nightmare Alley, Fitness Center (Edutainment Center), 7:00 P.M. – 10:00 P.M. www.wvc-ut.gov/fitnesscenter
October 28, 2014	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Steve Vincent
November 4, 2014	General Election, Polls Open 7:00 A.M. – 8:00 P.M.
November 4, 2014	Council Study Meeting, 4:30 P.M.; Regular Council, RDA & Housing Authority Meetings, 6:30 P.M. – Opening Ceremony: Corey Rushton

	November 11, 2014	Veteran's Day Holiday – City Hall closed
*	November 11, 2014	Annual Veterans Day Celebration, American Preparatory Academy, 1255 W. Crystal Avenue (2590 South), 8:45 A.M. – 9:45 A.M.
*	November 11, 2014	Annual Veterans Day Celebration, American Preparatory Academy, 3636 West 3100 South, 12:15 P.M. – 1:15 P.M.
*	November 11, 2014	Veteran's Day Event, **City Hall, 6:00 P.M. – 7:00 P.M.**
	November 12, 2014	The Black Keys – Turn Blue World Tour, Maverik Center, 8:00 P.M.
	November 14, 2014	Member Appreciation Activity – Movie Night, Fitness Center, 7:00 P.M. www.wvc-ut.gov/fitnesscenter
*	November 17, 2014	Public Meeting re: 4700 South Project hosted by SL County & Lochner Engineering, Kearns Senior Center, 4851 West 4700 South, 5:00 P.M. – 7:00 P.M.
	November 18, 2014	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Lars Nordfelt
	November 18, 2014	Judas Priest – Redeemer of Souls Tour 2014, Maverik Center, 7:30 P.M.
	November 19-22, 2014	NLC Conference, Austin, Texas
	November 25, 2014	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Ron Bigelow
	November 22, 2014	Turkey Trot 5K, Fitness Center, 8:00 A.M. www.wvc-ut.gov/fitnesscenter
	November 27, 2014	Thanksgiving Holiday – City Hall closed

December 1, 2014	Annual Christmas Tree Lighting and Walk with Santa, Fitness Center, 6:00 P.M. www.wvc-ut.gov/fitnesscenter
December 2, 2014	Council Study Meeting, 4:30 P.M.; Regular Council, RDA & Housing Authority Meetings, 6:30 P.M. – Opening Ceremony: Tom Huynh
December 3, 2014	Blood Drive, City Hall, 8:30 A.M. – 12:30 P.M.
December 6, 2014	Breakfast with Santa, Fitness Center, 9:00 A.M. www.wvc-ut.gov/fitnesscenter
December 9, 2014	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Steve Buhler
December 10, 2014	Stories & S'mories, Plaza at Fairbourne Station, 6:00 P.M. (Details to follow)
December 11, 2014	International Christmas Celebration 2014 – Sponsored by Latino Community Center, UCCC, 5:00 P.M. – 9:00 P.M.
December 13, 2014	Breakfast with Santa, Fitness Center, 9:00 A.M. www.wvc-ut.gov/fitnesscenter
December 16, 2014	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Karen Lang
December 19, 2014	So You Think You Can Dance Live, Maverik Center, 8:00 P.M.
December 24 & 25, 2014	Christmas Holiday – City Hall closed
January 1, 2015	New Year's Day Holiday – City Hall closed

City Manager's Voice Mail Messages