WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, October 27, 2026, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Nordfelt

4. Approval of Minutes:

   A. October 13, 2026

5. Public Comment Period:

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

West Valley City does not discriminate based on race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you would like to attend this public meeting and, due to a disability, need assistance in understanding or participating, please notify the City Recorder, Nichole Camac, eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required.

6. Public Hearings:

A. Accept Public Input Regarding a Consolidated Annual Performance and Evaluation Report

Action: Consider Resolution 26-128, Approve a Consolidated Annual Performance and Evaluation Report

B. Accept Public Input Regarding Application Z-2-2026, Filed by Stuart Development, Requesting a Zone Change from LI (Light Industrial) to M (Manufacturing) for Property Located at 2170 and 2202 South 5600 West

Action: Consider Ordinance 26-40, Amend the Zoning Map to Show a Change of Zone from LI (Light Industrial) to M (Manufacturing) for Property Located 2170 and 2202 South 5600 West

Action: Consider Resolution 26-129, Authorize the City to Enter into a Development Agreement with Stuart Development, LLC for Approximately 13.57 Acres of Property Located at Approximately 2170 and 2202 South 5600 West

C. Accept Public Input Regarding Application Z-3-2026, Filed by Norm Dahle, Requesting a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) to M (Manufacturing) for Property Located at 6379 West 2501 South

Action: Consider Ordinance 26-41, Amend the Zoning Map to Show a Change of Zone from A (Agriculture, Minimum Lot Size 1/2 Acre) to M (Manufacturing) for Property Located at 6379 West 2501 South

7. Resolutions:

A. 26-130: Enter into a Development Agreement with Wasatch Highbury QOZ Business, LLC for Approximately 26.34 Acres of Property Located at Approximately 5035 West Lake Park Blvd

B. 26-131: Approve the Purchase of Event Chairs for the Utah Cultural Celebration Center

C. 26-132: Approve a Lease Agreement Between the City and Pacificorp for Property Located at Approximately 2048 West 3100 South

D. 26-133: Authorize the Purchase of Two Ambulance Remounts and Related Equipment from Frazer, LTD.

E. 26-134: Approve the Purchase of a Vehicle and Related Equipment for Use by the Fire Department

F. 26-135: Approve the Purchase of Two Ford F-550 Chassis for Use by the Fire Department

8. Consent Agenda:

A. Reso 26-136: Authorize the City to Enter into a Real Estate Purchase Contract and Accept a Temporary Construction Easement and Perpetual Easement With and From Marlin and Connie Baer for Property Located at 4007 South Jester Drive

B. Reso 26-137: Authorize the City to Enter into a Real Estate Purchase Contract and Accept a Temporary Construction Easement and Perpetual Easement With and From Charles Bytheway for Property Located at 3978 South Pharoah Road

C. Reso 26-138: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Victor M. Robles Herrera for Property Located at 6949 West 3500 South

D. Reso 26-139: Authorize the City to Enter into a Right-of-Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Noor A. Maalim and Saadia Mohamud for Property Located at 4013 West Westlake Avenue

9. Motion for Closed Session (if necessary)

10. Adjourn

WEST VALLEY CITY

City Council Regular Meeting Minutes
October 13, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, OCTOBER 13, 2026 AT 6:30 P.M. AT WEST VALLEY CITY HALL, COUNCIL CHAMBERS, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3 *(electronically)*
Cindy Wood, Councilmember District 4

ABSENT:

Tom Huynh, Councilmember District 1

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Dan Johnson, Public Works Director
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Craig Thomas, Community and Culture Director
Paula Melgar, HR Director *(electronically)*
Tumi Young, Chief Code Enforcement Officer
Travis Crosby, IT

OPENING CEREMONY- COUNCILMEMBER DON CHRISTENSEN

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

APPROVAL OF MINUTES OF REGULAR MEETING HELD SEPTEMBER 22, 2026
The Council considered the Minutes of the Regular Meeting held September 22, 2026. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held September 22, 2026.

Councilmember Wood seconded the motion.

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

AWARDS, CEREMONIES AND PROCLAMATIONS

A. **A PROCLAMATION RECOGNIZING THE MONTH OF OCTOBER 2026 AS NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH**
Councilmember Wood read a Proclamation Recognizing the Month of October 2026 as National Domestic Violence Awareness Month.

PUBLIC COMMENT PERIOD
Mike Markham expressed concerns regarding the appearance and maintenance of Victor's Tires near 3600 West and 3100 South, citing stored vehicles, used tires, and general property conditions. He encouraged the City to strengthen code enforcement efforts and consider business license compliance as a means of addressing poorly maintained properties. He emphasized the importance of improving the City's image, noting that it had been identified as a priority in recent community surveys. He also questioned whether a Councilmember could be removed from office outside of an election and expressed concerns regarding Councilmember attendance and accountability.

Jim Vesock expressed concerns regarding tow truck operators violating City ordinances by parking large vehicles on residential streets and in driveways where they obstruct the roadway. He suggested including compliance with City ordinances as a requirement in the proposed towing contracts, with violations potentially resulting in removal from the towing rotation. He also commended the West Valley City Fire Department for its response to a recent residential fire, recognizing firefighters for containing the damage and protecting surrounding homes.

Casey Smith, Government Relations Advisor for the Utah Wing of the Civil Air Patrol, provided an overview of the volunteer organization's three primary missions: cadet programs, emergency services, and aerospace education. He highlighted opportunities for youth leadership development, community service, and emergency response support, including search and rescue and disaster assistance. He noted that the organization has 17 squadrons and approximately 1,000 members

statewide and expressed interest in establishing a squadron in West Valley City. He encouraged collaboration with City staff, schools, and community organizations to identify potential meeting spaces and expand opportunities for local participation.

Kai Barerra, a lobbying leader for the Wasatch Assembly, expressed concerns regarding housing affordability in West Valley City and suggested that the City's General Plan places too much emphasis on single-family housing. Kai advocated for expanded affordable housing options, including community land trusts and at-cost condominiums, and outlined policy recommendations addressing homelessness, housing development, and property taxes. Kai encouraged the Council to review the Wasatch Assembly's 2026 Policy Agenda and respond to its policy survey.

Gundie Jones expressed concerns regarding racial discrimination, bullying, and student safety in local schools. She emphasized the importance of fostering acceptance, understanding, and respect among students of different cultural backgrounds. Drawing from her personal experiences, she encouraged schools to provide opportunities for students to share their cultures, traditions, and family backgrounds to promote inclusivity and strengthen community relationships.

Shaun Ramos, representing the Wasatch Assembly, advocated for increased affordable housing and expanded services for individuals experiencing homelessness. He outlined several policy priorities, including ending homeless encampment sweeps, expanding housing options, establishing safe parking areas and transitional housing, regulating rental practices and fees, and considering property taxes to fund affordable housing and homelessness services. He encouraged the Council to address housing affordability and respond to the Wasatch Assembly's 2026 policy survey.

Richard Nowak, a candidate for Utah House District 25, encouraged residents to participate in the upcoming election. He discussed concerns regarding housing affordability and suggested state legislation requiring developers to include affordable housing units in new developments. He also identified water conservation and education as priorities, expressing concerns about the impact of artificial intelligence on student learning and emphasizing the importance of reading and handwriting in education.

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2026-2027 BUDGET**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled October 13, 2026 in order for the City Council to hear and consider public comments regarding re-opening the FY 2026-2027 Budget.

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

State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City to amend its budget during the year. The City holds public hearings on budget amendments on a quarterly basis each fiscal year.

Mayor Lang opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE 26-37, AMEND THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

The City Council previously held a public hearing regarding proposed Ordinance 26-37 that would amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds.

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

Councilmember Harmon moved to approve Ordinance 26-37.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Absent
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

B. **ACCEPT PUBLIC INPUT REGARDING AUTHORIZATION OF A QUIT CLAIM DEED AND VACATION OF RIGHT-OF-WAY FOR A PORTION OF WINTON STREET (1075 WEST) IN FAVOR OF SALT LAKE COUNTY**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled October 13, 2026 in order for the City Council to hear and consider public

comments regarding authorization of a Quit Claim Deed and Vacation of Right-of-Way for a portion of Winton Street (1075 West) in favor of Salt Lake County.

Written documentation previously provided to the City Council included information as follows: Salt Lake County is requesting that a portion of Winton Street (1075 West) be vacated in favor of Salt Lake County. A small portion of the dedicated Winton Street (2,217 square feet) lies to the southeast of the Trax line near the Jordan River Surplus Canal. The property is bounded by Trax to the northwest, and by Salt Lake County on the east and south. Salt Lake County desires to incorporate the vacated portion of road with its property along the Jordan River. This portion of the road has no connection to any other streets.

Mayor Lang opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE 26-38, APPROVE THE VACATION OF A PORTION OF WINTON STREET NEAR THE JORDAN RIVER SURPLUS CANAL
The City Council previously held a public hearing regarding proposed Ordinance 26-38 that would approve the Vacation of a Portion of Winton Street Near the Jordan River Surplus Canal.

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

Councilmember Nordfelt moved to approve Ordinance 26-38.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Absent
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

C. **ACCEPT PUBLIC INPUT REGARDING AUTHORIZATION OF A QUIT CLAIM DEED AND VACATION OF RIGHT-OF-WAY FOR A PORTION OF CLIFFORD STREET (5650 WEST) IN FAVOR OF THE REX C. BUTCHER FAMILY REVOCABLE TRUST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled October 13, 2026 in order for the City Council to hear and consider public comments regarding authorization of a Quit Claim Deed and Vacation of Right-of-Way for a portion of Clifford Street (5650 West) in favor of The Rex C. Butcher Family Revocable Trust.

Written documentation previously provided to the City Council included information as follows: The Rex C. Butcher Family Revocable Trust is requesting that a remnant portion of Clifford Street (5650 West) be vacated in favor of The Rex C. Butcher Family Revocable Trust, dated February 26, 2026. A small remaining portion of the dedicated Clifford Street (889 square feet) lying between the vacated Clifford Street at 2300 South is surrounded by vacated right-of-way to the east, west and south. The adjoining property to the east and south is owned by the Rex C. Butcher Family Revocable Trust and was granted by Court Judgement in favor of Charles D. Butcher in 1984.

Mayor Lang opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE 26-39, APPROVE THE VACATION OF A PORTION OF CLIFFORD STREET

The City Council previously held a public hearing regarding proposed Ordinance 26-39 that would approve the Vacation of a Portion of Clifford Street.

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

Councilmember Harmon moved to approve Ordinance 26-39.

Councilmember Wood seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Absent

Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

D. **ACCEPT PUBLIC INPUT REGARDING A PROPOSED INCENTIVE AGREEMENT WITH CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. FOR A FACILITY LOCATED IN WEST VALLEY CITY**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled October 13, 2026 in order for the City Council to hear and consider public comments regarding a proposed incentive agreement with Consolidated Electrical Distributors, Inc. for a facility located in West Valley City.

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

> CED is a national company specializing in sales and distribution of electrical parts and equipment. two of their largest clients are Hunt Electric and Skyline Electric, located in West Valley City. They have been located in Salt Lake City for decades but with this incentive, will be relocating their SL Valley operation to West Valley City. Due to the relocation, CED will incur significant costs in new storage equipment, leasing costs, and general relocation expenses. Due to the fact that CED will be leasing an existing building, and that building is not located in one of the RDA Project Areas, our ability to offer a more traditional property tax incentive wasn't possible. However, due to the large volume of taxable sales that will be generated at the new location, we decided a sales tax incentive would be a viable option. Because the City's sales tax is general fund money, our City Attorney's office conducted a 10-8-2 study to determine the public benefit and determined that because the City would refund CED 25% of the Point of Sale sales tax received by the City, the City would retain 75% of the sales tax, and that those monies would be new dollars to the City, that it met the criteria for a public benefit.
>
> CED is a long standing business in the SL Valley, and has locations across the U.S. With the approval of this incentive they will relocate their operation to West Valley City. The incentive is 25% of the Point of Sales sales tax received by the City, for a term of 10 years with a cap of $9,000,000. If the City pays the maximum of $9,000,000 to CED it will mean that the City has retained $27,000,000 over the same ten years, making it a very significant generator of sales tax for West Valley City. In addition to the new sales taxes to the City, CED would be bringing over 100 new jobs to West Valley City.

Mayor Lang opened the Public Hearing.

Jim Vesock stated that this is a great incentive that will be a no-lose situation for the City.

Mayor Lang closed the Public Hearing.

ACTION: RESOLUTION 26-120, MAKE CERTAIN FINDINGS AND APPROVE AN INCENTIVE AGREEMENT WITH CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.
The City Council previously held a public hearing regarding proposed Resolution 26-120 that would make certain findings and approve an incentive agreement with Consolidated Electrical Distributors, Inc.

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

Councilmember Harmon moved to approve Resolution 26-120.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Absent
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

RESOLUTION 26-123: APPROVE A FRANCHISE AGREEMENT BETWEEN UINTAH BASIN ELECTRONIC COMMUNICATIONS, L.L.C. DBA STRATA NETWORKS AND WEST VALLEY CITY FOR A TELECOMMUNICATIONS NETWORK IN THE CITY
Mayor Lang presented proposed Resolution 26-123 that would approve a franchise agreement between Uintah Basin Electronic Communications, L.L.C. DBA Strata Networks and West Valley City for a telecommunications network in the City.

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

Applications for telecommunications networks in West Valley City are governed by Chapter 20-5 of the City Code. The franchise granted by this Agreement is for a 10 year period, with the option to renew for an additional 10 years with the same terms and conditions. Chapter 20-6 of the City Code permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission. This agreement memorializes this provision as well as acknowledging Strata's duty to secure permits from Public Works for any excavation or construction.

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

Councilmember Christensen moved to approve Resolution 26-123.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Absent
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

CONSENT AGENDA

A. RESOLUTION 26-121: APPROVE A GRANT AGREEMENT WITH THE UTAH DIVISION OF ARTS AND MUSEUMS FOR CULTURAL PROGRAMMIN

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

The State of Utah has approved West Valley City's application for a Division of Arts & Museums General Operating Support (GOS) Grant in the amount of $31,700. Authorization of the agreement will provide funds to support arts & cultural programs and activities at the Utah Cultural Celebration Center and at other program sites throughout the city for the grant period of July 1, 2026, to June 30, 2027. The State of Utah, Department of Culture & Community Engagement, Division of Arts & Museums, has provided funding for arts & cultural activities with West Valley City consistently over the years through their General Operating Support (GOS) Grant. The amount awarded for this year is $31,700, which may

be used for arts & cultural program expenses including staff salaries, consultant fees, materials & equipment, marketing and more.

B. RESOLUTION 26-122: APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE UTAH ATTORNEY GENERAL'S OFFICE TO PARTICIPATE IN THE CRIMES AGAINST STATE ECONOMY TASK FORCE FOR FISCAL YEAR 2026-27

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

The West Valley City Police Department desires to enter a Memorandum of Understanding (MOU) with the Utah Attorney General's Office. This resolution authorizes the Police Department to work with the Utah Attorney General's Office to investigate Crimes Against State Economy, C.A.S.E. The Utah Attorney General's Office desires to partner with The West Valley City Police Department to investigate retail crime, cargo theft, porch piracy, pawn shops, gambling and catalytic converter/scrap metal thefts. To assist in overtime, training, and outreach programs, The Utah Attorney General's Office will award The Police Department $12,000 for the time period of July 1, 2026 to June 30, 2027.

C. RESOLUTION 26-124: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT TWO TEMPORARY CONSTRUCTION EASEMENTS AND TWO WARRANTY DEEDS FOR PROPERTY LOCATED AT 4098 SOUTH REDWOOD ROAD

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

The Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, and the Survivor's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, have signed a Real Estate Purchase Contract along with two Warranty Deeds and two Temporary Construction Easements in favor of West Valley City for property located at 4098 S. Redwood Road (15-34-377-016). The total cost for the Warranty Deed and Temporary Construction Easement is $11,700.00 plus closing costs. The recording of documents and distribution of funds will be handled by UDOT.

D. RESOLUTION 26-125: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM GOLDEN VALLEY, LLC FOR PROPERTY LOCATED AT 4083 SOUTH REDWOOD ROAD

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

Golden Valley, LLC, a Utah limited liability company, has signed a Real Estate Purchase

Contract along with a Temporary Construction Easement in favor of West Valley City for property located at 4083 S. Redwood Road (15-34-452-008). The total cost for the Temporary Construction Easement is $4,700.00 plus closing costs. The recording of documents and distribution of funds will be handled by UDOT.

E. RESOLUTION 26-126: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM MARCO ANTONIO ROMO FOR PROPERTY LOCATED AT 1465 WEST 4020 SOUTH

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

Marco Antonio Romo has signed a Real Estate Purchase Agreement along with a Perpetual Easement and a Temporary Construction Easement in favor of West Valley City for property located at 1465 West 4020 South (15-34-481-004). The total cost for the Perpetual Easement and Temporary Construction Easement is $13,310.00 plus closing costs. The recording of documents and distribution of funds will be handled by UDOT.

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

Councilmember Nordfelt moved to approve the Consent Agenda.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Absent
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL,

THE REGULAR MEETING ON TUESDAY OCTOBER 13, 2026 WAS ADJOURNED AT 7:01 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, October 13, 2026.

_____
Nichole Camac, MMC
City Recorder

DRAFT

West Valley City Issue Paper

City Council Review

Description: *CDBG Consolidated Annual Performance Evaluation Report (CAPER)*

Fiscal Impact: *None*

Funding Source: *CDBG*

Account #:

Budget Opening Required **N**

Issue:

Approve the West Valley City Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report for Fiscal Year 2024-2025.

Summary:

Each year West Valley City receives grant funds from the U.S. Department of Housing and Urban Development (HUD) through the CDBG program. HUD requires that each CDBG grantee to submit a yearly Consolidated Annual Performance Evaluation Report. This report summarizes the activities and progress made during fiscal year 2025-2026 that have been funded by the city's CDBG program.

We have created the Consolidated Annual Performance Evaluation Report that meets the federal guidelines for this report. The city has made its CAPER available for public review and a public hearing will be held October 27, 2026 in the West Valley City Council Chambers, to allow for public comment.

Background:

HUD requires entitlement communities receiving CDBG funds to annually review and publicly report on the progress made in carrying out its Annual Action Plan. Submission of the CAPER is the reporting tool HUD requires to meet this obligation. As required by HUD regulations and the Citizen Participation Plan (CPP), staff obtained citizen participation for the CAPER by publishing a public hearing notice inviting the public to provide input. The CPP is required by HUD for jurisdictions receiving CDBG funds to solicit and obtain input primarily from low- to moderate-income residents. Staff published a public hearing notice ( ), in The Salt Lake Tribune. The notice stated citizens' comments may be submitted in writing until 5:00 p.m., Tuesday, October 27, 2026. In summary, the CAPER reflects that the City is making progress to expend its CDBG funds in a timely manner and in meeting the program's primary objectives.

Recommendation:

Approve the attached Resolution

West Valley City Issue Paper

City Council Review

Department: Community Development
Submitted by: Kyler Wakefield
Date: 09/21/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT.

WHEREAS, West Valley City has established certain community priorities and desires to undertake Community Development Block Grant ("CDBG") programs within the City for fiscal year 2025-26; and

WHEREAS, as part of this process, the City is required to evaluate performance at the end of the fiscal year; and

WHEREAS, the City has held a public hearing and received public input concerning the Consolidated Annual Performance and Evaluation Report; 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 said Report.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the attached Consolidated Annual Performance and Evaluation Report is hereby approved, and the Mayor and City Manager are authorized to execute any documents necessary to facilitate CDBG program compliance with respect to the matters addressed by said Report, subject to final approval of said documents by the City Attorney's Office.

PASSED, APPROVED and **MADE EFFECTIVE** this _____day of _____ _____, 2026.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

WEST VALLEY CITY
Community Grants

West Valley City

CDBG

2025 Consolidated Annual Performance and Evaluation Report



CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

West Valley City has completed the first year of the 2025 – 2029 Consolidated Plan, which is the fiscal year (or program year) spanning from July 1, 2025, through June 30, 2026. The key projects approved and undertaken during this fiscal year are detailed in this report. All funding awarded under CDBG was for programs and activities that primarily benefit low-to-moderate (LMI) persons.

The vision of West Valley City is to maintain a variety of housing for people of different ages, races and household types. Such housing includes quality architecture that addresses the street; provide amenities such as trails, parks; open space; create safe and attractive neighborhoods, and promote resource conservation. The City is working to create a more balanced mix of home sizes and values and encourage larger developments near transit stations.

The areas where the City feels there is room for improvement and growth, as laid out in the 5-year Consolidated Plan and the Annual Action Plan, were as follows:

Improve Housing Stability

- Housing Rehabilitation
- Emergency Home Repair
- Homeowner Assistance
- Acquisition of Real Property

Infrastructure and Public Facilities

- Non-Profit Facilities
- Parks
- Sidewalks ADA Improvements
- Street improvements

Public Services

- Youth and Child Services
- Crime Prevention
- Service for Victims of Domestic Abuse
- Homeless and Self-Sufficiency Services
- Senior/Elderly services
- Service Addressing Mental and Physical Health
- Service for People with Disabilities

Improve Economic Mobility

- Rehabilitation: Publicly or Private Owned Commercial/Industrial
- Microenterprise Assistance

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Improve Economic Mobility	Non-Housing Community Development	CDBG: $	Businesses assisted	Businesses Assisted	5	0	0.00%			
Improve Housing Stability	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	100	32	32.00%	20	32	160.00%
Infrastructure and Public Facilities	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	32984	2,198.93%	1500	32984	2,198.93%
Infrastructure and Public Facilities	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	391		0	391	
Infrastructure and Public Facilities	Non-Housing Community Development	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	
Planning and Administration	Administration and Planning	CDBG: $	Other	Other	0	0				
Public Services	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	30000	20569	68.56%	0	20569	

Public Services	Non-Housing Community Development	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		5500	0	0.00%
Public Services	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	880		0	880	

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	3,008
Black or African American	361
Asian	140
American Indian or American Native	97
Native Hawaiian or Other Pacific Islander	135
Total	**3,741**
Hispanic	1,104
Not Hispanic	2,637

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,254,040	1,194,023

Table 3 - Resources Made Available

Narrative

West Valley City expended $1,194.022.62 of CDBG funds in program year 2025. The City supplements its Home Rehabilitation & Repair Programs with HOME funds receievd from the Salt Lake County Consortium. With regard to the latter, the period of performance for program year 2025 was extended through September 2026. The Grants Division anticiaptes spending down the remaining balance of program year 2025 HOME funds on Home Repair activities within that time frame.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Areas	30	30	Target LMI/declining areas
City wide	70	70	City-Wide LMI

Table 4 – Identify the geographic distribution and location of investments

Narrative

ACS data presented in West Valley City's Annual Action Plan approximates that over 58% of the households in West Valley City fall below HUD's AMI statistics. 65% of West Valley City's census tracts are classified as CDBG areas. 82% of the city's census tracts have AMI statistics that indicate that 40% of the households in that area are classified as low to moderate income households. Since West Valley City has such a high percentage of its census tracks designated as CDBG areas, we estimate that even with a city-wide program that most of the funds are being allocated to low- to moderate-income households. The largest allocation of CDBG dollars West Valley City makes is toward Home Rehabilitation & Repair. This program is available city wide to low and moderate income households. CDBG-funded public services are also available city-wide to low and moderate individuals income This is why the percentage of allocation favors city wide.

The City allocates a lesser portion of CDBG dollars to CDBG designated areas, such as funding for West Valley City Police offers assigned as liaisons and community partners for residents of LMI areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

West Valley City regularly attempts to obtain adequate public and private resources necessary to address the needs of the City's residents. These efforts included establishing partnerships with other local governmental agencies and nonprofit organizations to provide services to WVC residents. The City has been able to continue the partnerships with state, federal, and local agencies, and leveraged funding from HOME funds, program income and many other sources. Some of our largest project partners include South Valley Sanctuary, My Home Town, Utah Non Profit Housing Corporation, Community Development Corporation of Utah, Salt Lake Habitat for Humanity and Salt Lake County. The projects they oversee and services they provide include emergency shelter, homebuyer education and financial counseling, housing construction, housing renovation and rehabilitation and similar activities. These partnerships allow us to see additional funding being leveraged within West Valley City.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	391
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**391**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	20	32
Number of households supported through Acquisition of Existing Units	0	0
Total	**20**	**32**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

West Valley City exceeded its goal with respect to home rehabilitation and repair. The Grants Division conducted community outreach and engaged with regional partners to promote the City repair programs and increase awareness.

Discuss how these outcomes will impact future annual action plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	8,084	0
Low-income	2,205	0
Moderate-income	113	0
Total	**10,402**	**0**

Table 7 – Number of Households Served

Narrative Information

West Valley City is committed to providing safe and secure housing within the City. Some of the actions that continued throughout the last year include:

- Partnering with Salt Lake County to receive Home funds that enhance the single home rehabilitation and manufactured home repair programs
- Funding Home Rehabilitations for the transitional housing units owned by West Valley City and administered by The Road Home
- Funding for West Valley City's home rehabilitation grants projects
- Recommend and award grant money to sub-recipients that provide West Valley City residents with safety resources, such as the Community Service Officers that directly work within LMI neighborhoods. West Valley City will continue to work with South Valley Services and West Valley City Victims Services Office that provide invaluable assistance to victims of domestic violence.

The City spends a good deal of time focusing on expanding the availability of decent and safe housing through partnerships with other entities, to leverage private or other public funding, that allows the creation of additional housing opportunities. The City's home rehabilitation projects have been undertaken to renovate or modernize the current housing stock as needed, so they do not detract from the neighborhoods where they are located.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

West Valley City continues its efforts to support housing services for the homeless. Even in the event that funding is not available to be allocated to public service agencies that provide such services, the City advocates the necessity for these agencies and makes many referrals to them. CDBG funds were granted to South Valley Sanctuary, Oasis House, and The Road Home in order to better provide services to individuals that are experiencing homelessness or preventing them of becoming homeless. The West Valley City continues its collaboration with the Road Home homeless shelter and Housing Connect to coordinate services for clients. According to The Road Home, it is difficult to estimate the actual number of homeless persons that reside in or came from a specific city, due to difficulty in locating and counting the homeless population and the number of years some of them have been homeless. For these reasons, the City hopes to be able to maintain being either a funding source or program partner to the Road Home, in order for the shelter to provide necessary services to those they can locate. West Valley City supports Salt Lake County in it's annual PIT count and homeless services. We engage with CoC/Salt Lake Valley Coalition to End Homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

West Valley City owns two homes currently being managed and utilized by the Road Home as transitional housing. The Road Home currently houses formerly homeless LMI families in both residences. Although the persons placed in these units have a history of homelessness, West Valley City and The Road Home have had a great amount of success in operating these housing units as a way to transition individual out of homelessness. Since moving toward the permanent housing vision, turnover has been minimal, with the rare exception of persons moving into other permanent housing situations. This year we funded the Oasis House that houses individuals that have mental illness that are currently homeless or about to become homeless. West Valley City also provided funding for The Road Home to operate a program for medically vulnerable people experiencing homelessness

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

West Valley City supported programs over the past year that assisted LMI persons to avoid homelessness, in the form of public service funding awarded to non-profit agencies. These programs include, but are not limited to:

- South Valley Sanctuary provides shelter, case management, education, mental health support, housing assistance and other supportive services for women, children and men who have experienced domestic violence.
- The Road Home provides a community resource center, which provides lifesaving resources year-round. Emergency shelter will be provided if needed, and The Road Home partners with area landlords to find immediate housing. They work with those still in housing avoid homelessness by providing housing-based, client-driven supportive services to help eliminate barriers that have prevented households from maintaining housing.
- Oasis House provides housing for mentally disabled individuals.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

West Valley City works closely with the two local PHAs and other community partners to address the needs of homeless persons. The programs we fund through these community partners provide a wide range of services, including intensive case management to ensure that residents who still have housing are able to maintain their housing, and those who have fallen into homelessness are re-house as quickly as possible. Each of these agencies provides continued case management and support to minimize the risk factors that could cause a lapse in stable housing.

West Valley City supports The Salt Lake Valley Coalition to End Homelessness (SLVCEH) supports agencies which provides comprehensive services and are client-focused in addressing the increasing homeless populations in Salt Lake County. West Valley City participates in the Coalition and serves on their Community Engagement and Street Outreach task groups. This act is one of many in our continued commitment to reducing homelessness and its recidivism rates.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City itself does not own any public housing. Affordable housing services in West Valley City are managed by Housing Connect. All services previously managed by the West Valley City Housing Authority are now available through Housing Connect.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City coordinates with the local PHAs to gather feedback from their Housing Voucher clients regarding the availability of services geared toward homeownership. In addition, there are housing assistance information in the lobby of city hall. West Valley City also partners with Community Development Corporation of Utah (CDCU) to host and participate in homeownership events, where the public can learn steps that can be taken to achieve the dream of becoming a homeowner, as well as, meet with financial counselors and other community organizations that provide first time home-buyer education or assistance.

Actions taken to provide assistance to troubled PHAs

There are no troubled PHAs in our jurisdiction or the surrounding areas.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

36.3% of West Valley City's total housing stock is considered affordable. For very low-income households 17.9% and for extremely low-income households 6.9%.

West Valley City has a high percentage of owner-occupied affordable housing for very low-income 9.4%. For extremely low-income households 7.3% and 15.8% for low-income households.

West Valley City has a relatively high number of renter-occupied units, for extremely low-income households 5.9%, very low-income 39.4%, for low-income 88.3%. Renter-occupied units are generally more affordable than owner-occupied units.

The total amount of income-restricted units is 5.1% of the city's total housing units. 6.4% of West Valley City housing stock is manufactured homes, which is 3 times the overall Salt Lake County percentage of 1.8%.

WEST VALLEY CITY STRATEGIES AND IMPLEMENTATION PLAN

1. Rezone for densities is necessary to facilitate the production of moderate-income housing. Over the last several years, the city has approved rezones for a total of 16 different multi-family residential projects.
2. Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing. The Grants Division of West Valley City Community Development Department administers three programs to rehabilitate housing for low-income households.

- The Single-Family Home Rehabilitation Repair Program
- Mobile Home Repair Program
- The Emergency Repair Program

1. Create or allow for, and reduce regulations related to, internal or detached accessory dwelling unit in residential zones.
2. Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.
3. Amend land use regulations to allow for higher density or new moderate-income residential development in commercial or mixed-use zones near major transit investment corridors.

4. Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilitates.
5. Demonstrate utilization of moderate-income-housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.
6. Develop and adopt a plan for light rail transit stations within West Valley City.

Over the last five years, the City has issued permits for an average of about 390 dwelling units per year. However, City staff anticipates a lower number of permits issued over the next five years for two reasons – higher interest rates and a limited supply of vacant land within the City. City staff anticipate an annual average number of permits between 250 and 300 dwelling units for the next five years. This would result in 1,250 to 1,500 new dwelling units. Based on approvals already made or in process for apartment and condos units in five apartment projects, staff anticipate approximately 725 new moderate-income housing units will be constructed within the next five years.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

West Valley City's multifaceted efforts spanning health care, public engagement, wellness promotion, and infrastructure reflecting a comprehensive approach to reducing barriers and uplifting underserved populations.

Health & Mental Health Access

- **University-Assisted Hospital & Health Campus**

Supported the University of Utah's (UofU) plan to build a hospital and medical campus in WVC, funded by a $75 million donation. This facility aims to improve health care access for over 725,000 west-side residents—where life expectancy is significantly lower creating both care opportunities and local jobs.

- **Community-Driven Planning via Mentorship**

The West Valley Mentorship Program connects UofU Health leaders with local residents to ensure community voices shape the design and operations of the new hospital. It emphasizes mutual learning and aligning services with local needs.

- **Broader University Partnership through U West Valley and UNP**

University Neighborhood Partners (UNP) brings programs like Codability (tech education for non-English speakers) and Breathe Retreat (tree planting to enhance green space) and actively includes community voices via steering committees in health planning.

- **Culturally Responsive Behavioral Health**

Latino Behavioral Health Services partnered with the UofU to deliver culturally grounded mental health services, including peer-led support groups, navigation help, and expanded telehealth for the Latino community.

Community Engagement & Basic Needs

- **Community Resource Centers via My HomeTown Initiative**

New Community Resource Centers opened in a local LDS meetinghouses, offering free ESL, art, parenting, fitness, and literacy classes. The center also organizes “Days of Service” where volunteers help with neighborhood improvements. The Grants Division maintains contacts with My HomeTown volunteers and regularly receives referrals for the Home Rehabilitation and Repair Programs.

- **Volunteer Programs & Civic Engagement**

West Valley City actively invites residents to serve through boards, commissions, graffiti cleanup, park maintenance, and community service projects offering paint or logistical support.

Public Health Awareness & Infrastructure

- **Opioid Crisis Awareness**

The city received a $20,000 grant to develop bilingual (English/Spanish) brochures, videos, and community classes focused on the opioid crisis.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Per the most recent Census data, West Valley City has 17,439 homes built prior to 1978, which would be subject to the hazard of Lead-based paint. The City continues to ensure that all rehabilitation projects on homes built prior to 1978 include lead assessments and treatment as necessary. The City's Project Manager automatically does a lead-based paint assessment and testing on every home built prior to 1978, that will be utilizing any one of the home rehabilitation programs. If Lead-based paint is confirmed with such testing, the City coordinates with Salt Lake County, for use of their Lead-Safe Housing Program. Any houses identified by Salt Lake County as qualified under the grant are treated by Salt Lake County, while any rehabilitation homes that the County won’t remediate are handled by the West Valley City Grants Office and their consultants.

West Valley City also has an outreach policy, which includes distribution of Lead-based paint pamphlets put out by the EPA, entitled, "Protect Your Family From Lead In Your Home". These pamphlets are automatically supplied with applications for the Home Rehabilitation, Mobile Home Repair, and

Emergency Assistance. The dangers of lead-based paint are also personally discussed with homeowners that have rehabilitation needs.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

West Valley City has implemented a variety of initiatives aimed at reducing poverty and supporting low-income families. These efforts collectively demonstrate the city's approach to helping poverty-level families: from improving housing and neighborhood conditions to bolstering education, health, and direct assistance.

Here are some of the key actions they've taken:

Major Poverty-Reduction Efforts in West Valley City

1. My Hometown Initiative

Launched in January 2020, this collaborative program brings together city services, residents, local churches, businesses, and organizations to strengthen neighborhoods to:

- Enhancing housing quality and neighborhood appearance.
- Offering free, year-round classes to help families build skills and improve economic circumstances.
- Supporting educational performance from K–12 to uplift family incomes.

2. Emergency and Specialized Housing Assistance

The city provides support for vulnerable populations:

- Over 20,000 affordable housing units are available throughout the city.
- 567 units that provide housing for the disabled, seniors, homeless, those with mental illness and victims of domestic violence.

3. Mobile Home and Emergency Repair Grants

Acknowledging the needs of homeowners in precarious circumstances, the city offers:

- Mobile Home Rehabilitation Grants for eligible residents.
- Emergency Repair Program (ERP) grants for extremely low-income households to address urgent home repairs.
- Participation in the Green & Healthy Homes Initiative, aimed at ensuring safe, energy-efficient homes for low- to moderate-income families.

4. Health & Wellness – “Healthy West Valley” / “Get Healthy Utah!”

As part of statewide wellness efforts, West Valley City focuses on:

- Providing low-cost fitness opportunities (e.g., recreation classes, improved green spaces).
- Promoting nutrition education through community gardens and farmers' markets.
- Offering free or reduced-cost swim lessons, especially for low-income or at-risk children.

5. Upcoming Medical Campus Development

In March 2025, the University of Utah announced a **$**75 million donation to build an 800,000 square-foot hospital and medical campus in West Valley City. Slated to open as a clinic in 2028 and with full hospital rooms by 2029, this facility is expected to:

- Improve healthcare access for over 725,000 residents.
- Create new jobs and training opportunities—offering indirect economic benefits for low-income families.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

During the program year, West Valley City took several actions to strengthen the institutional structure supporting the delivery of housing and community development programs:

- **Capacity Building:** The City provided training and technical assistance to subrecipients on federal compliance requirements, financial management, and performance reporting. Staff also participated in HUD-sponsored trainings and two NCDA conferences to improve grant administration.
- **Improved Coordination:** The City enhanced collaboration among City departments, the Housing Authority, local nonprofits, and the Continuum of Care to align resources for homeless prevention, affordable housing, and public service activities.
- **Process Improvements:** The City implemented an online grants management system to streamline subrecipient reporting and improve data tracking. This system allows more efficient monitoring and supports greater accountability.
- **Leveraging Resources:** Partnerships with local philanthropic organizations and state agencies were expanded to combine funding sources and maximize the impact of CDBG resources.

These actions helped strengthen relationships between public, private, and nonprofit partners, increase organizational capacity, and improve the overall effectiveness of the institutional delivery system.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

West Valley City has implemented a range of strategies to improve coordination between public and private housing stakeholders and social service agencies. West Valley City selects nonprofits for funding

through a citizen and staff advisory committee. In 2025 the city distributed over $150,000 in CDBG funding to support nonprofits that provided services such as advocacy and shelter for domestic violence survivors, after-school care, homeless programs and community policing officers in CDBG neighborhoods.

Grants Division staff engage with the Salt Lake Valley Coalition to End Homelessness, West Valley City Code Enforcement, West Valley City Neighborhood Services, and other regional partners such as Habitat for Humanity. Beginning in program year 2025, Grants Division staff who work in the Home Rehabilitation and Repair Programs have been more intentional about maintaining resource handouts and referrals. Not only does this benefit residents who receive assistance through the program, but it elevates staff awareness of other agencies who intersect with public housing and social service.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

West Valley City adopted an updated 2025 Moderate-Income Housing Plan. The 2025 plan is a proactive, stateâ¿¿mandated housing strategy for West Valley City, designed to expand moderateâ¿¿income housing opportunities, align with transitâ¿¿area planning, and meet or exceed Utah's legal requirements.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

West Valley City requires CDBG subrecipients to attend training prior to the program year to review compliance and monitoring requirements. Subrecipients are provided with a subrecipient guide that reviews the statutory basics of CDBG, determining income eligibility, requirements for monthly reporting (including reporting client demographics), documentation requirements, and source documentation for eligible expenditures. The Grants Division conducts at least one site visit to subrecipients each program year.

The City did not fund any economic-oriented activities this program year with CDBG, so no business outreach was conducted.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City publishes a notice in the Salt Lake Tribute informing readers that a draft version of the CAPER is available to read and provide public comments. The latter is facilitated during a regularly scheduled city council meeting.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Currently no changes are needed in the city's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Currently no changes are needed in the city's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	1	0	0	0	0
Total Labor Hours	1,469				
Total Section 3 Worker Hours	1,169				
Total Targeted Section 3 Worker Hours	1,169				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

West Valley City funded one project that was subject to Section 3 in program year 2025. The City allocated $150,000 of CDBG funds to replace the playground equipment at Parkway Park. This project was compliant with Section 3.

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	WEST VALLEY CITY
Organizational DUNS Number	053734703
UEI	
EIN/TIN Number	870362454
Indentify the Field Office	DENVER
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix
First Name
Middle Name
Last Name
Suffix
Title

ESG Contact Address

Street Address 1
Street Address 2
City
State

ZIP Code
Phone Number
Extension
Fax Number
Email Address

ESG Secondary Contact

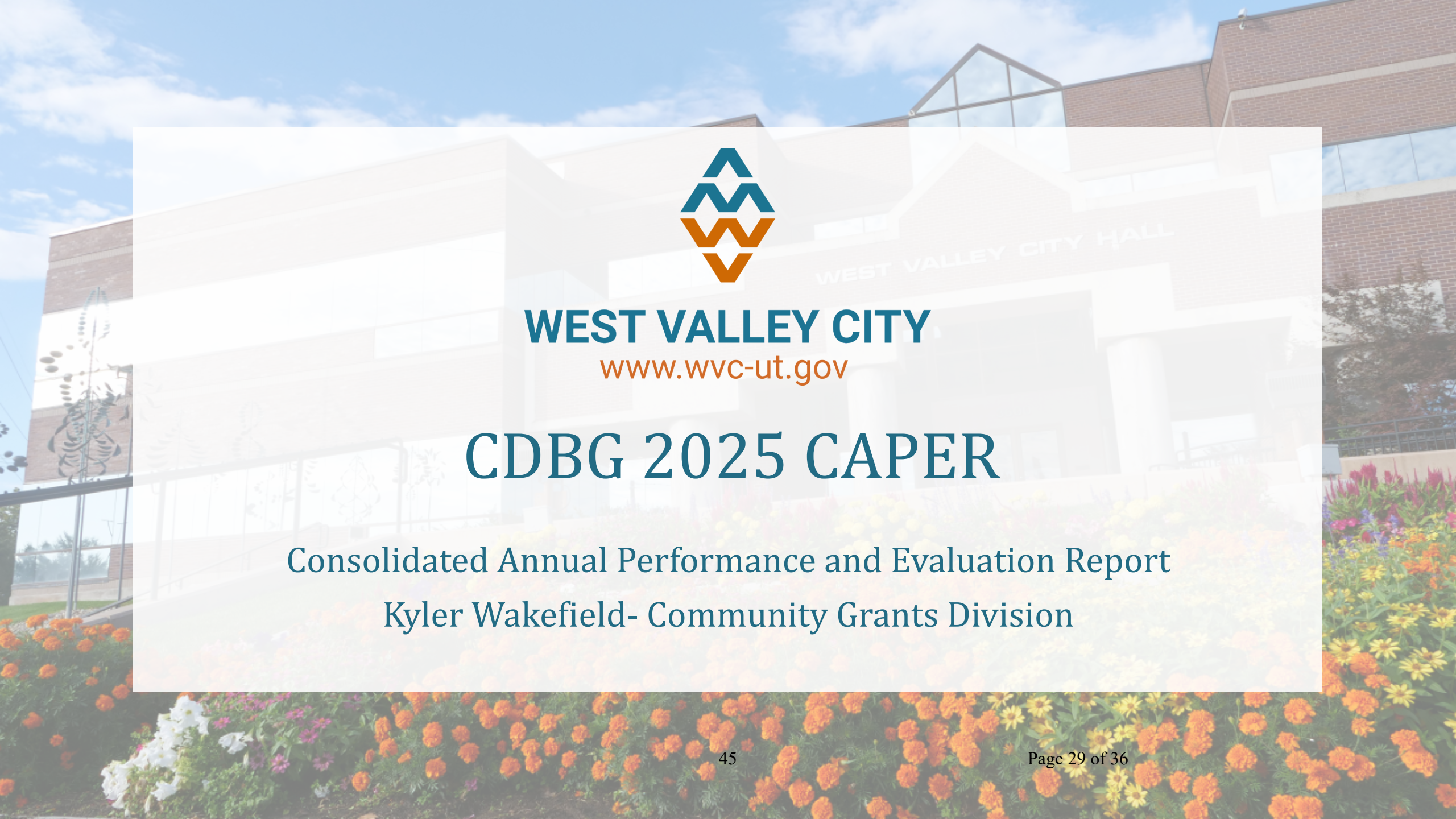
Prefix
First Name
Last Name
Suffix
Title
Phone Number
Extension
Email Address

2. Reporting Period—All Recipients Complete

Program Year Start Date	07/01/2025
Program Year End Date	06/30/2026

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name
City
State
Zip Code
DUNS Number
UEI
Is subrecipient a vistim services provider
Subrecipient Organization Type
ESG Subgrant or Contract Award Amount



WEST VALLEY CITY

www.wvc-ut.gov

CDBG 2025 CAPER

Consolidated Annual Performance and Evaluation Report

Kyler Wakefield- Community Grants Division

OVERVIEW

- Annual report to HUD relaying CDBG activities & outcomes
  - First year of 2025-2029 Consolidated Plan
- Goal of the CDBG program "*to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low- and moderate-income persons*.

2025 CDBG ALLOCATIONS

2025 WVC CDBG funded:

Housing Repair

Infrastructure (Playground Replacement, Public Facilities)

Public Services

Home Rehabilitation & Repair	962,355.00
WVC Victim Services	15,000.00
WVC Police Department - COP	60,000.00
Legal Aid Society	11,000.00
WVC Parks and Recreation- Parkway Park Playground Replacement	150,000.00
South Valley Sanctuary	25,000.00
Oasis Housing, Inc	74,000.00
American Prep Academy	20,000.00
WVC Family Fitness Center Scholarships	10,000.00
The Road Home	12,000.00

WEST VALLEY CITY

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	0	57	57
	Total Housing		**0**	**57**	**57**
Public Facilities and Improvements	Facility for Persons with Disabilities (03B)	Public Facilities	0	32	32
	Homeless Facilities (not operating costs) (03C)	Public Facilities	0	3,952	3,952
	Parks, Recreational Facilities (03F)	Public Facilities	0	29,765	29,765
	Total Public Facilities and Improvements		**0**	**33,749**	**33,749**
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	Persons	0	462	462
	Legal Services (05C)	Persons	0	166	166
	Youth Services (05D)	Persons	0	64	64
	Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)	Persons	0	6,087	6,087
	Crime Awareness (05I)	Persons	0	26,040	26,040
	Child Care Services (05L)	Persons	0	554	554
	Total Public Services		**0**	**33,373**	**33,373**
Grand Total			**0**	**67,179**	**67,179**

WEST VALLEY CITY

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	48	3
	Black/African American	0	0	1	0
	American Indian/Alaskan Native	0	0	1	0
	Native Hawaiian/Other Pacific Islander	0	0	1	0
	Other multi-racial	0	0	6	5
	Total Housing	**0**	**0**	**57**	**8**
Non Housing	White	3,070	1,047	0	0
	Black/African American	365	42	0	0
	Asian	140	9	0	0
	American Indian/Alaskan Native	99	20	0	0
	Native Hawaiian/Other Pacific Islander	139	17	0	0
	American Indian/Alaskan Native & White	26	4	0	0
	Asian & White	9	1	0	0
	Black/African American & White	54	5	0	0
	Amer. Indian/Alaskan Native & Black/African Amer.	9	0	0	0
	Other multi-racial	7,406	668	0	0
	Total Non Housing	**11,317**	**1,813**	**0**	**0**
Grand Total	White	3,070	1,047	48	3
	Black/African American	365	42	1	0
	Asian	140	9	0	0
	American Indian/Alaskan Native	99	20	1	0
	Native Hawaiian/Other Pacific Islander	139	17	1	0
	American Indian/Alaskan Native & White	26	4	0	0
	Asian & White	9	1	0	0
	Black/African American & White	54	5	0	0
	Amer. Indian/Alaskan Native & Black/African Amer.	9	0	0	0
	Other multi-racial	7,406	668	6	5
	Total Grand Total	**11,317**	**1,813**	**57**	**8**

HOME REPAIR PROJECT SPOTLIGHT









WEST VALLEY CITY
www.wvc-ut.gov

3145 W 3835 S

HOME REPAIR PROJECT SPOTLIGHT







- Flood clean up
- Sewer line fix
- Foundation repair
- Low-income beneficiary

WEST VALLEY CITY
www.wvc-ut.gov

CONCLUSION

- Home Rehabilitation & Repair Program strong, exceeding goals
- Exceeding goals in public services persons assisted
- 2025-2029 Consolidated Plan continues with focus on:
  - Housing Stability
  - Infrastructure and Public Facilities
  - Public Services

West Valley City Issue Paper

City Council Review

Description: Z-2-2026

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:

Application: #Z-2-2026
Applicant: Stuart Development
Location: 2170 and 2202 South 5600 West
Size: 13.57 acres

Summary:

Zone change from LI (Light Industrial) to M (Manufacturing)

Background:

The applicant is proposing to develop two industrial buildings that total 201,744 square feet on the subject property. The applicant describes these buildings as "Class A tilt-up industrial buildings." Access will be from Lester Street (5700 West) to the south. UDOT has indicated that access will not be granted onto 5600 West on the east side of the property. If this zone change application is approved, a conditional use permit will be required since the property is over 10 acres in area (Section 7-6-307).

The primary reason for this zone change is related to a design requirement in the LI zone which states: "Overhead doors shall not be oriented toward High-Image Arterial Streets as listed in Section 7-10-102." The M zone does not include this design requirement. In this case, the subject property is adjoining three High-Image Arterial Streets – 5600 West to the east, SR-201 to the north, and Mountain View Corridor to the west. The largest of the two buildings is placed diagonally on the site where the loading docks face southwest toward Mountain View Corridor.

Recommendation:

The Planning Commission recommends approval subject to a development agreement.

Department: Community Development
Submitted by: Steve Pastorik
Date: 9/16/2026

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 09/02/2026
Date Adopted: _____
Effective Date:_____

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM LI (LIGHT INDUSTRIAL) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 2170 AND 2202 SOUTH 5600 WEST ON 13.57 ACRES.

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in application #Z-2-2026, filed by Stuart Development and located at 2170 and 2202 South 5600 West is hereby reclassified from zone LI (Light Industrial) to M (Manufacturing) said property being more particularly described as follows:

Parcel #s: 14-23-226-007 and 14-23-226-008

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Description: Development Agreement with Stuart Development , LLC

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:
A resolution authorizing the City to enter into a development agreement with Stuart Development, LLC.

Summary:
This resolution authorizes a development agreement between the City and Stuart Development, LLC to establish minimum standards for an industrial development at 2170 and 2202 South 5600 West.

Background:
Stuart Development has submitted a zone change application (Z-2-2026) on property at 2170 and 2202 South 5600 West to change the zoning from LI (Light Industrial) to M (Manufacturing). The Planning Commission recommended approval of the zone change subject to a development agreement.

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

1. Certain uses deemed more impactful are prohibited.
2. Design standards for the buildings are included.
3. Loading docks are not to face 5600 West or SR-201.
4. Prior to any use of the property, the required improvements shall be installed.
5. Outside storage areas must meet ordinance requirements.
6. Fencing cannot include razor wire.
7. Signage is limited to monument signs, wall signs, and temporary signs allowed by code.
8. Vehicular access is limited to Lester Street (5700 West).
9. The developer is required to install the 5600 West Streetscape improvements along 5600 West, a cul-de-sac at the north end of Lester Street, and tapered roadway improvements on Lester Street south of the cul-de-sac.

Recommendation:
The Planning Commission recommends approval to the City Council.

Department: Community Development
Submitted by: Steve Pastorik
Date: 8/31/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH STUART DEVELOPMENT, LLC FOR APPROXIMATELY 13.57 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 2170 AND 2202 SOUTH 5600 WEST.

WHEREAS, Stuart Development, LLC (herein "Developer") owns or is under contract to acquire real property within the limits of West Valley City, Utah, on which Developer proposes to develop an industrial project (herein the "Project"); and

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

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

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Stuart Development, LLC, a Utah limited liability company, (herein "Developer") for the land to be included in or affected by the project located at approximately 2170 and 2202 South 5600 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 13.57 acres of real property located at approximately 2170 and 2202 South 5600 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new industrial development (the "Project"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

TO DEVELOPER:	Stuart Development, LLC 259 Riverbend Way #102 North Salt Lake, UT 84054
TO CITY:	West Valley City Ifo Pili, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

STUART DEVELOPMENT, LLC

By: _____

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the _____of Stuart Development, LLC, a Utah limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its members or articles of organization, and he or she acknowledged to me that said entity executed the same.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-23-226-007
BEG S 0°08'00" E 1338.67 FT & S 89°52' W 77.00 FT FR NE COR SEC 23, T1S, R2W, SLM; S 89°37'51" W 896.75 FT; N 0°09' W 168.28 FT; N 30°47'22" E 50.83 FT; NE'LY ALG 224 FT RADIUS CURVE TO L, 120.97 FT (CHD N 15°19'05" E); N 0°09'13" W 123.56 FT; NE'LY ALG 476 FT RADIUS CURVE TO R, 347.88 FT (CHD N 20°47' E); N 41°43'13" E 202.08 FT; SE'LY ALG 1030.92FT RADIUS CURVE TO R, 315.99 FT (CHD S 40°32'53" E); S 31°46'01" E 207.20 FT; SE'LY ALG 384.30 FT RADIUS CURVE TO L, 212.45 FT (CHD S 49°14'28" E); S 65°43'19" E 113.83 FT; S41°14'52" E 12.29 FT; S 0°08' E 305.94 FT TO BEG. LESS AND EXCEPTING, LOTS 18 THRU 36, INCLUSIVE BLK 6, HAYNES ADDITIONPLAT E. TOGETHER WITH VACATED STREET ABUTTING ON N & TOGETHER WITH E 1/2 VACATED STREET ABUTTING ON W SIDE OF LOTS 25 THRU 36, INCLUSIVE BLK 6, OF SD SUB. ALSO TOGETHER WITH VACATED ALLEY ABUTTING ON W SIDE LOTS 18 THRU 24 & 1/2 VACATED ALLEY ABUTTING ON E SIDE LOTS 32 THRU 36. LESS & EXCEPT BEG S 89°45'57" E 331.94 FR NW COR OF SE 1/4 OF NE 1/4 OF SEC 23, T1S, R2W, SLM; S 89°45'57" E 9.13 FT; S 03°40'07" W 158.23 FT; N 00°21'32" E 157.95 FT TO BEG.

Parcel #: 14-23-226-008
BEG S 0°08'00" E 943.88 FT & S 89°52'00" W 77 FT FR NE COR SEC 23, T1S, R2W, SLM; S 0°08' E 88.85 FT; N 41°14'52" W 12.29 FT; N 65°43'19" W 113.83 FT; NW'LY ALG 348 FT RADIUS CURVE TO R, 212.45 FT (CHD N 49°14'28" W); N 31°46'01" W 207.20 FT; NW'LY ALG 1030.92 FT RADIUS CURVE TO L, 315.99 FT(CHD N 40°32'53" W); N 41°43'13" E 60.01 FT; SE'LY ALG 1090.92 FT RADIUS CURVE TO R, 333.28 FT (CHD S 40°31'09" E);S 31°46'10" E 207.20 FT; SE'LY ALG 288.30 FT RADIUS CURVE TOL, 266.96 FT (CHD S 58°17'39" E) TO BEG.

EXHIBIT B

DEVELOPMENT STANDARDS

1. The following uses as they are defined in Section 7-1-103 of the West Valley City Zoning Ordinance shall be prohibited:
    a. Agricultural Business or Industry
    b. Commercial Raising, Rental, Stabling, Training and Grazing of Animals
    c. Detention Facility/Jail
    d. Incinerator
    e. Heavy Industrial
    f. Outdoor Kennel
    g. Towing and Impound Yard
    h. Vehicle Recycling Facility
    i. Sexually Oriented Businesses
2. All buildings constructed on the Property shall utilize tilt-up concrete wall construction with articulated, painted façades and storefront glazing on front elevations. All buildings shall also meet the requirements in subsection 7 of Section 7-6-310 of the West Valley City Zoning Ordinance.
3. Loading docks shall not be oriented toward 5600 West or SR-201.
4. Prior to any use of the Property, all improvements required in this agreement and City ordinances shall be installed.
5. All outside storage areas shall meet the requirements in Section 7-7-119 of the West Valley City Zoning Ordinance.
6. Fencing shall not include razor wire.
7. Signage shall be limited to a coordinated program of monument and wall signs consistent with the West Valley City Sign Ordinance (Title 11). Pole signs, portable signs, and banners (other than temporary signage expressly permitted by ordinance) shall not be permitted.
8. All vehicular access to the Property shall be taken solely from Lester Street (5700 West). No access shall be taken from SR-201, Mountain View Corridor, or 5600 West.
9. The Developer shall make the following improvements:
    a. install the 5600 West Streetscape improvements found in Section 7-10-204 of the West Valley City Zoning Ordinance along 5600 West,
    b. dedicate and install a cul-de-sac meeting the City's Engineering Standards at the north end of Lester Street (5700 West), and
    c. construct roadway improvements south of the limits of the Project necessary to connect the cul-de-sac to the existing roadway improvements on Lester Street (5700 West). The transition between the new and existing roadway improvements shall have a minimum taper rate of 8:1.

Z-2-2026
Petition by Stuart Development requesting a zone change from LI (Light Industrial) to M (Manufacturing). The property is located at 2170 and 2202 South and 5600 West on 13.57 acres. (Staff – Steve Pastorik at 801-963-3454 or steve.pastorik@wvc-ut.gov).

Stuart Development has submitted a zone change on 2 parcels totaling 13.57 acres at 2170 and 2202 South 5600 West from LI (Light Industrial) to M (Manufacturing). The subject property is designated as Light Manufacturing in the West Valley City General Plan. The property is currently vacant.

Zoning on the surrounding property includes M to the east and west and a portion of the south and LI for the remaining south portion. Neighboring uses include SR-201 to the north, Mountain View Corridor to the west, industrial uses such as truck repair and truck upfitting to the south, and Intermountain Trailer Sales and Service to the east on the east side of 5600 West.

The City's Commercial and Manufacturing Zones use table is included with this report for reference so the Commission can see the difference between uses allowed in both the LI and M zones.

Development Proposal

The applicant is proposing to develop two industrial buildings that total 201,744 square feet on the subject property. The applicant describes these buildings as "Class A tilt-up industrial buildings." Access will be from Lester Street (5700 West) to the south. UDOT has indicated that access will not be granted onto 5600 West on the east side of the property. If this zone change application is approved, a conditional use permit will be required since the property is over 10 acres in area (Section 7-6-307).

The primary reason for this zone change is related to a design requirement in the LI zone which states: "Overhead doors shall not be oriented toward High-Image Arterial Streets as listed in Section 7-10-102." The M zone does not include this design requirement. In this case, the subject property is adjoining three High-Image Arterial Streets – 5600 West to the east, SR-201 to the north, and Mountain View Corridor to the west. The largest of the two buildings is placed diagonally on the site where the loading docks face southwest toward Mountain View Corridor.

Area History

A brief history of the surrounding area between 5800 West and 5600 West and from 2400 South to the north, which has been referred to as the salvage yards, is helpful background information.

- Early 1960's: Development began within the area with some unpaved roads and salvage yards.
- 1980: By the time of the City's incorporation in 1980, the area was occupied mostly by salvage yard businesses. The zoning in the area at the time was M-2, which was a zone for heavy industrial uses. The City also had a M-1 zone in 1980 for light industrial uses.

- 1984: The City's first General Plan designated the area as light industrial.
- 1986: The City consolidated the M-1 and M-2 zones into the M zone.
- 1999: The City's General Plan included the goal of relocating or replacing the salvage yards from this gateway location.
- 2001: The City created the 5600 W Gateway Redevelopment Area to provide incentives for redevelopment within the area.
- 2004: The City formed a special improvement district (SID) to install utilities and road improvements in the area.
- 2015: UDOT began to acquire land for the Mountain View Corridor which ultimately consumed about 22 acres of the 46 acres. UDOT recently sold roughly 6 of the 22 acres as surplus property that was not needed for the Mountain View Corridor project.
- 2015: The City passed a moratorium or temporary land use regulation on all land use applications to reevaluate zoning in the area.
- 2016: The City created the LI (Light Industrial) zone and rezoned the area from the M zone to the new LI zone.
- 2021: Mountain View Corridor was completed in this area.
- 2024: The City Council approved two zone changes from LI to M. The first in February was for 2.2 acres located at 2256 and 2260 South 5700 West. The second in April was for 3.7 acres at 2272 and 2296 South 5600 West. Both approvals were made subject to development agreements that included use limitations, specific design requirements for buildings to be remodeled, fencing standards, and other requirements.
- 2026: The City Council approved another zone change from LI to M for 6.4 acres at 5750 West 2300 South. This approval was also made subject to a development agreement that included similar provisions as the agreements from 2024.

Improvements

The subject property has frontage on 5600 West and is adjacent to 5700 West which ends at the south edge of the property. The following improvements are needed:

- installation of the 5600 West Streetscape improvements found in Section 7-10-204 along 5600 West,
- dedication and installation of a cul-de-sac meeting the City's Engineering Standards at the north end of 5700 West, and
- construction of roadway improvements south of the limits of the proposed development necessary to connect the cul-de-sac to the existing roadway improvements. The transition between the proposed and existing roadway improvements would have a minimum taper rate of 8:1.

Development Agreement

Consistent with other rezones from LI to M in the area, the applicant has proposed a development agreement which is included with this report. In summary, the proposed agreement includes use limitations, an exception request to allow other solid fencing (like a chain link fence with slats) besides the required masonry wall for outside storage screening from High-Image Arterial Streets, and a prohibition on razor wire fencing and pole signs. On the fencing

exception, other recently approved rezones from LI to M to the south were required to meet the ordinance and provide a masonry wall to screen outside storage from High-Image Arterial Streets like Mountain View Corridor.

While not required, other recently approved development agreements accompanying rezones from LI to M have included building elevations. Since no building elevations are included with this proposal, staff is recommending that any new buildings meet the following design requirements from the LI zone found in subsection 7 of Section 7-6-310:

> "Any Use not required to meet the Commercial Design Standards as set forth in Part 3 of Chapter 7-11 shall meet the following design standards:
>
> a. Primary and Secondary Building Facades shall incorporate at least one treatment per Section as outlined in Sections 7-11-311, 7-11-312, and 7-11-313.
>
> b. Metal Buildings shall be subject to the Commercial Design Standards as set forth in Part 3 of Chapter 7-11."

Staff Alternatives:

- Approval. This application should be approved subject to a development agreement that includes the items proposed by the applicant with the following exception and additions:
  - Outside storage shall be screened as required by the City's ordinance.
  - The improvements addressed in this report (5600 West Streetscape, cul-de-sac on 5700 West, and roadway improvement taper on 5700 West) be included in the agreement.
  - All new buildings shall meet the requirements in subsection 7 of Section 7-6-310.

- Continuance, for reasons determined at the public hearing.

- Denial. The LI zone should remain.

Discussion: Steve Pastorik presented the application.

Applicant was present. No questions were asked.

Vice Chair Winters motioned for approval of Z-2-2026 subject to the conditions in the staff report. Commissioner Durfee seconded. All were in favor.

UNANIMOUS—Z-2-2026 —Approval

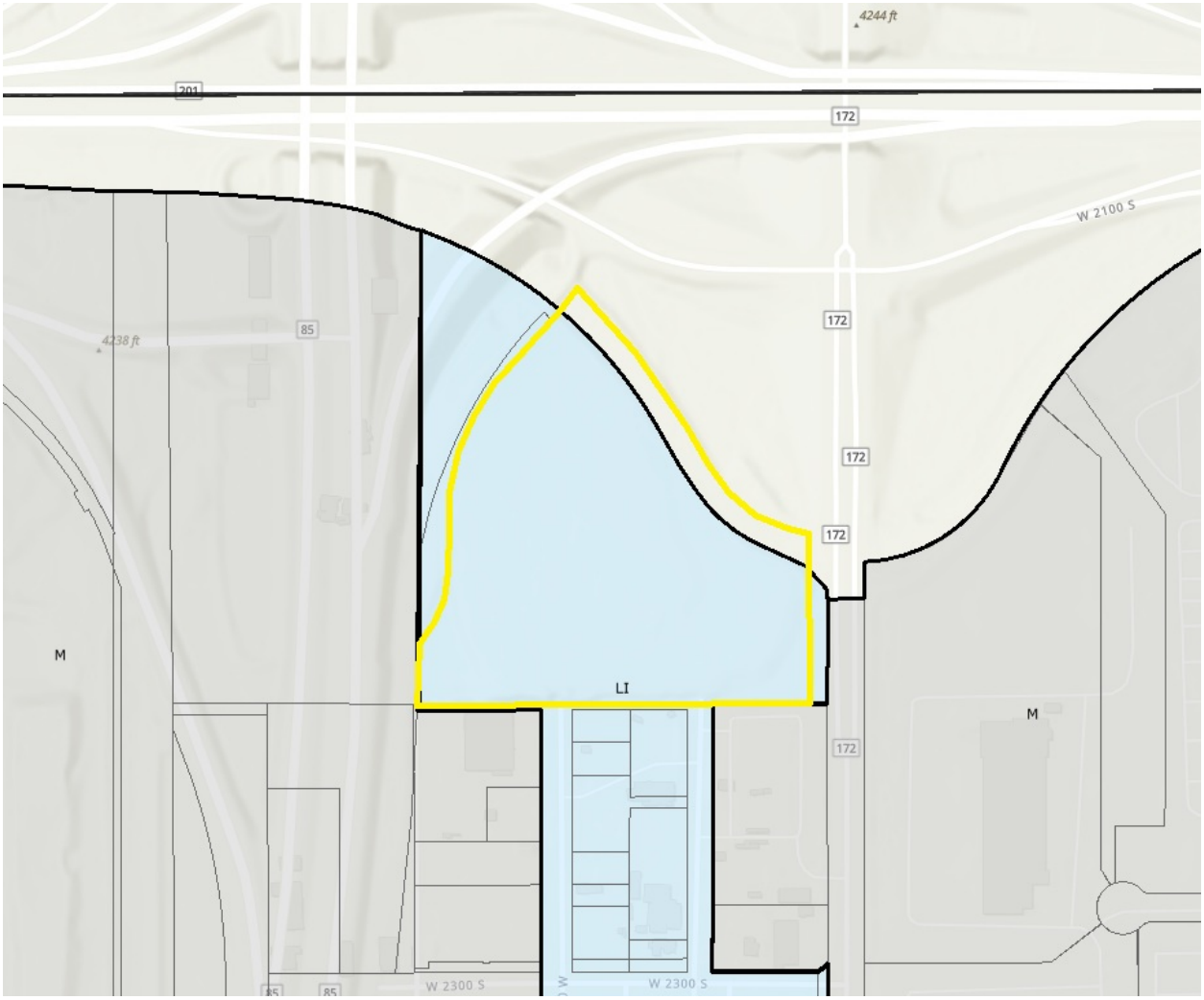
ZONING AMENDMENT APPLICATION NARRATIVE

Light Industrial (LI) to Manufacturing (M) Rezoning

2202 South 5600 West
West Valley City, Utah 84119
±13.571 Acres (591,190 Square Feet)

Applicant / Property Owner: PC Land Holdings, LLC

August 4, 2026



PROJECT TEAM

Applicant / Property Owner:
PC Land Holdings, LLC (Owner)
Stuart Development, LLC (Developer)
Attn: Jeffrey Stuart
259 River Bend Way #102
North Salt Lake, UT 84059
801-936-344

Architect:
Samuel J. Brady Architects
Attn: Nick Brady
200 E South Temple, Suite 160
SLC, UT 84111
801-595-1752

Civil Engineer:
CIR Engineering
Colby Anderson, P.E.
10718 S Beckstead Lane, Ste. 102
South Jordan, UT 84059
435-757-2004 colby@cirengineering.com

General Contractor:
Tom Stuart Construction, LLC
Kohle Newbold
259 River Bend Way #100, North
SLC, UT 84059
801-936-344 Khole@tomstuart.com

TABLE OF CONTENTS

I. Introduction 4
II. Site Analysis 4
A. Property Location/Existing Conditions 4
B. Current Zoning Classification 4
C. Current General Plan Land Use Designation 4
III. Description of Proposal 4
A. Requested Zoning Classification 4
B. Development Plan 4
C. Development Agreement 5
IV. Elevations and Site Design 5
V. Nearby Developments and Changing Landscapes 5
VI. Relationship to Surrounding Properties 5
VII. Population and Employment Served 6
VIII. Long Range Planning 6
IX. Location and Accessibility 6
XI. Public Utilities and Services 6
XII. Floodplain Information 6
XIII. Topography, Grading and Drainage 6
XIV. Estimated Development Schedule 7
XV. Conclusion 7
XVI.Exhibits 8

I. Introduction

On behalf of the property owner, PC Land Holdings, LLC, the applicant Stuart Development, LLC, respectfully submits this narrative in support of a Zoning Amendment Application for the property located at 2202 South 5600 West in West Valley City (the "Property"), consisting of approximately 13.571 acres (591,190 square feet). The applicant requests that the Property be rezoned from Light Industrial (LI) to Manufacturing (M) in order to align the Property's base zoning with its adopted General Plan land use designation and the adjoining Manufacturing district, and to enable a defined, ready-to-proceed industrial development of approximately 201,744 square feet. This narrative addresses each item required by the City's Zoning Amendment Application instructions.

II. Site Analysis

A. Property Location/Existing Conditions

The Property presently comprises two parcels, together totaling ±13.571 acres, which the applicant intends to combine into a single lot through a plat amendment now being prepared. Final parcel identification will be assigned upon recording of that plat; accordingly, the Property is identified herein by street address and by the legal descriptions set forth in the attached ALTA/NSPS Land Title Survey (Exhibit B). Parcel number(s) will be updated upon recording of the plat.

B. Current Zoning Classification

The Property is currently zoned Light Industrial (LI). (The "IT/OS" designation shown on the City's online GIS viewer reflects the General Plan Future Land Use layer, not the base zoning district.)

C. Current General Plan Land Use Designation

The Property carries a Light Manufacturing designation on the West Valley City General Plan. The requested Manufacturing zoning directly implements this industrial land use designation.

III. Description of Proposal

A. Requested Zoning Classification

The applicant requests that both tracts be rezoned from Light Industrial (LI) to Manufacturing (M). West Valley City maintains a single Manufacturing district designated "M."

B. Development Plan

Manufacturing is the most appropriate and highest-and-best zoning classification for a freeway-fronted industrial infill parcel of this size and location. Unlike a speculative rezoning, this application is supported by a defined development plan:

- Two Class A tilt-up industrial buildings
    - Building 1 at 174,944 square feet
    - Building 2 at 26,800 square feet

    - Approximately 201,744 square feet total, or roughly 34% lot coverage, with associated dock areas, parking, landscaping, and on-site storm water retention
- Access to the site will be taken from Lester Street; the Manufacturing designation provides the operational flexibility and tenant range necessary to finance and lease buildings of this scale efficiently, ensuring the Property is put to full and productive use rather than remaining under-utilized

C. Development Agreement

The applicant is prepared to enter into a development agreement with the City establishing acceptable uses, site development standards, and design commitments for the Property, providing the City with certainty regarding the nature and quality of the development to be constructed. See Draft proposal found at Exhibit E.

IV. Elevations and Site Design

The buildings are designed to a Class A standard consistent with West Valley City's commercial and industrial design standards (Chapter 7-11 of the Zoning Ordinance): tilt-up concrete thermal-mass wall construction with articulated, painted facades, aluminum storefront glazing, decorative elements, and architectural awnings along the street-facing north and west elevations, with loading and dock doors oriented to the interior of the site and screened from the adjoining rights-of-way.

V. Nearby Developments and Changing Landscapes

On February 10, 2026, the West Valley City Council adopted Ordinance 26-03, amending the Zoning Map for approximately 6.56 acres located at 5750 West 2300 South from Light Industrial to Manufacturing pursuant to application Z-8-2025 by the Wadsworth Development Group. This zone change was made to allow for the development of a headquarters for Kingbee Vans. The Property is located just north of this re-zoned parcel and would similarly benefit from a change to a Manufacturing zoning and designation.

VI. Relationship to Surrounding Properties

The Property is a Light Industrial parcel within a predominantly Manufacturing-zoned area. As depicted on the attached zoning map (Exhibit A), the Property is bordered by Manufacturing (M) zoning across the entire east side (across 5600 West Street) and on the west (across the Mountain View Corridor / SR-85), and by Manufacturing (M) zoning on the south along two adjoining sections that flank a center section remaining Light Industrial (LI). Its only remaining boundary, on the north, is the SR-201 (2100 South Freeway) corridor. In this context, the continued Light Industrial designation of the Property is a zoning inconsistency within a predominantly Manufacturing area. Rezoning the Property to M unifies the surrounding Manufacturing pattern along the Property's east and west boundaries and the majority of its southern boundary and allows integrated site planning consistent with the adjoining M-zoned parcels — it does not introduce Manufacturing zoning into new or transitional territory. Because the Property's non-Manufacturing boundaries are limited to the SR-201 freeway to the north and the Light Industrial center section to the south, the more intensive uses permitted in the M zone remain substantially buffered; there is no adjoining residential or other sensitive use to be affected.

Direction	Current Land Use	Current Zoning
Site	Vacant / industrial	Light Industrial (LI)
North	SR-201 (2100 South Freeway) corridor	Freeway right-of-way (N/A)
South (east and west sections)	Industrial	Manufacturing (M)
South (center section)	Industrial	Light Industrial (LI)
East (across 5600 West Street)	Industrial	Manufacturing (M)
West (across Mountain View Corridor / SR-85)	Industrial	Manufacturing (M)

VII. Population and Employment Served

The Manufacturing zone serves the employment and industrial needs of the broader West Valley City community. The planned development, approximately 201,744 square feet of Class A industrial space will generate substantial construction-phase and permanent employment for local and regional residents, directly supporting the City's workforce and economic-base objectives. The Applicant estimates approximately 200 short-term construction jobs during the development phase of the project and dozens of long-term employees in the years of operation. Estimated total economic output from the Property at full occupancy exceeds $15 million annually, in addition to property taxes and West Valley City-specific fees accruing to the benefit of the city and community.

VIII. Long Range Planning

The requested rezoning implements the Property's industrial Future Land Use designation and advances the General Plan's stated objectives of promoting the efficient use of industrially designated land and strengthening West Valley City's role as a regional employment center. Rezoning the Property to Manufacturing brings its base zoning into conformance with the General Plan's long-range vision for this industrial corridor.

IX. Location and Accessibility

The Property is located at 2202 South 5600 West, fronting the Mountain View Corridor (SR-85) to the west, the SR-201 (2100 South Freeway) corridor to the north, and 5600 West Street to the east. Each of these is no-access frontage; all site access will be taken solely from Lester Street. Directing all site traffic to a single interior local-street connection keeps industrial and truck traffic off the adjoining highways and off 5600 West. As both the current (LI) and proposed (M) classifications are industrial, no significant increase in transportation impact is expected beyond what is already anticipated for this corridor, and any future development will comply with the City's applicable traffic-impact requirements.

XI. Public Utilities and Services

The Property is located within an urbanized industrial area served by existing water and sewer infrastructure provided by Magna Water, and storm water infrastructure sized for industrial uses. Existing utility easements — an 80-foot Rocky Mountain Power easement, a 15-foot water easement, and a 30-foot Enbridge Gas easement — traverse the Property and have been fully accommodated in the site layout: the Rocky Mountain Power easement runs alongside the

buildings, and the water and Enbridge Gas easements at the south end are overlaid by parking area, with no structures encroaching on any easement. The transition from LI to M is not anticipated to require significant additional public infrastructure beyond what is already available and planned for this corridor, and all future development will comply with the City's public facility standards.

XII. Floodplain Information

The Property lies within Flood Zone X (outside the special flood hazard area) per FIRM Panel 49035C0275G.

XIII. Topography, Grading and Drainage

See Preliminary Site Plan provided by Samuel J Brady Architects in Exhibit C.

XIV. Estimated Development Schedule

- Rezoning / entitlement: Q3–Q4 2026.
- Site plan review & permitting: Q4 2026 – Q1 2027.
- Construction: Q1 2027 – Q3 2028 (approximately 18 months).

XV. Conclusion

The applicant respectfully requests the Planning Commission's favorable recommendation on this application. The requested rezoning conforms to the General Plan's industrial land use designation, completes and unifies an established industrial area bounded by limited-access highways, and enables a defined, high-quality industrial development supported by a development agreement. We welcome the opportunity to present this application at a public hearing and to answer any questions the Commission or staff may have. Thank you for your time and consideration.

XVI. Exhibits

- Exhibit A — Vicinity & Zoning Map (subject Property and surrounding districts)
- Exhibit B — ALTA/NSPS Land Title Survey, Legal Description of Parcels
- Exhibit C — Concept Site Plan (Provided by Samuel J. Brady Architects)
- Exhibit D — General Plan Future Land Use Map excerpt
- Exhibit E — Site Development Agreement (attached)
- Exhibit F — Proposed Plat Amendment combining the two parcels into a single lot [in progress]

EXHIBIT A
Vicinity & Zoning Map

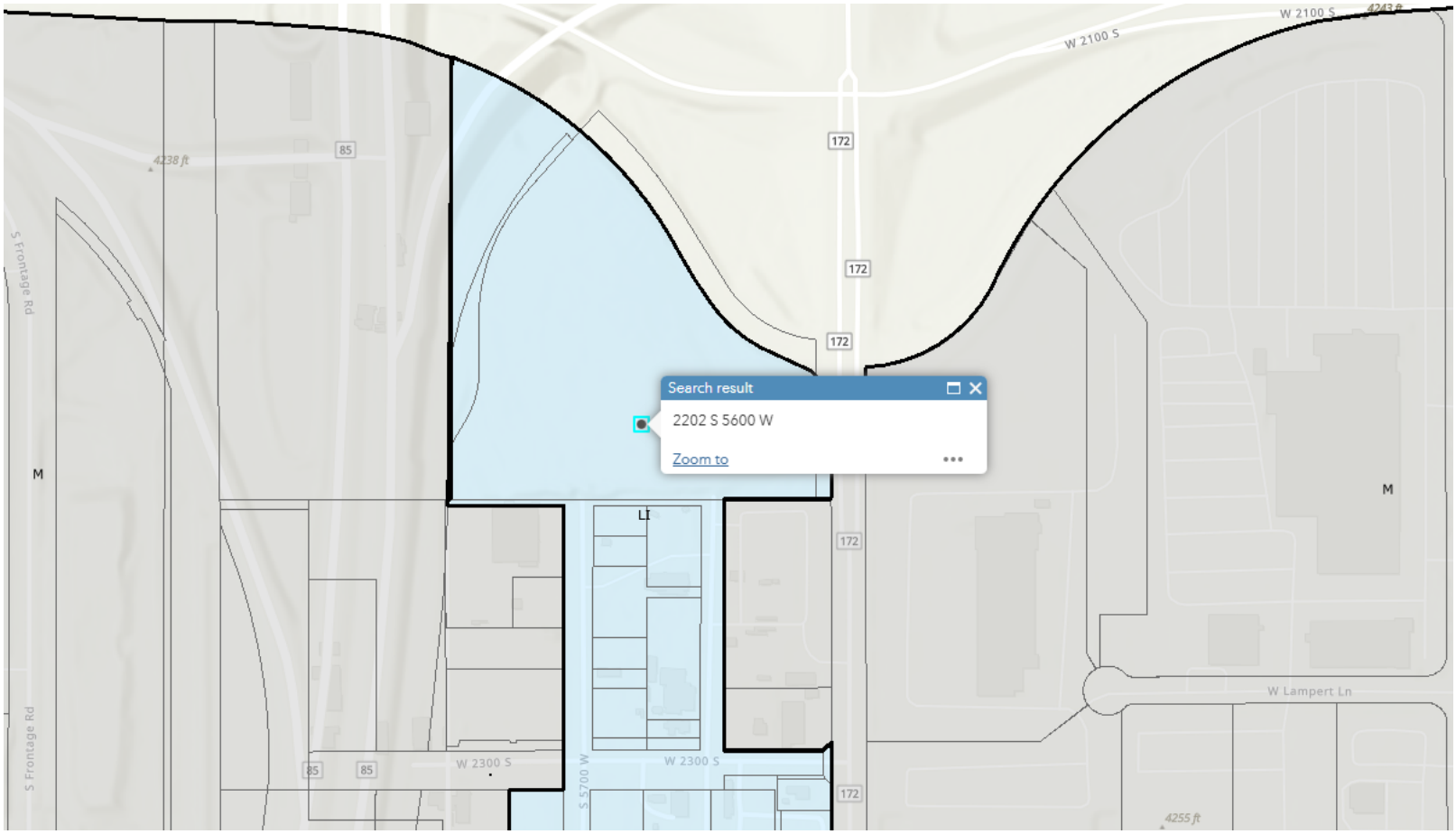
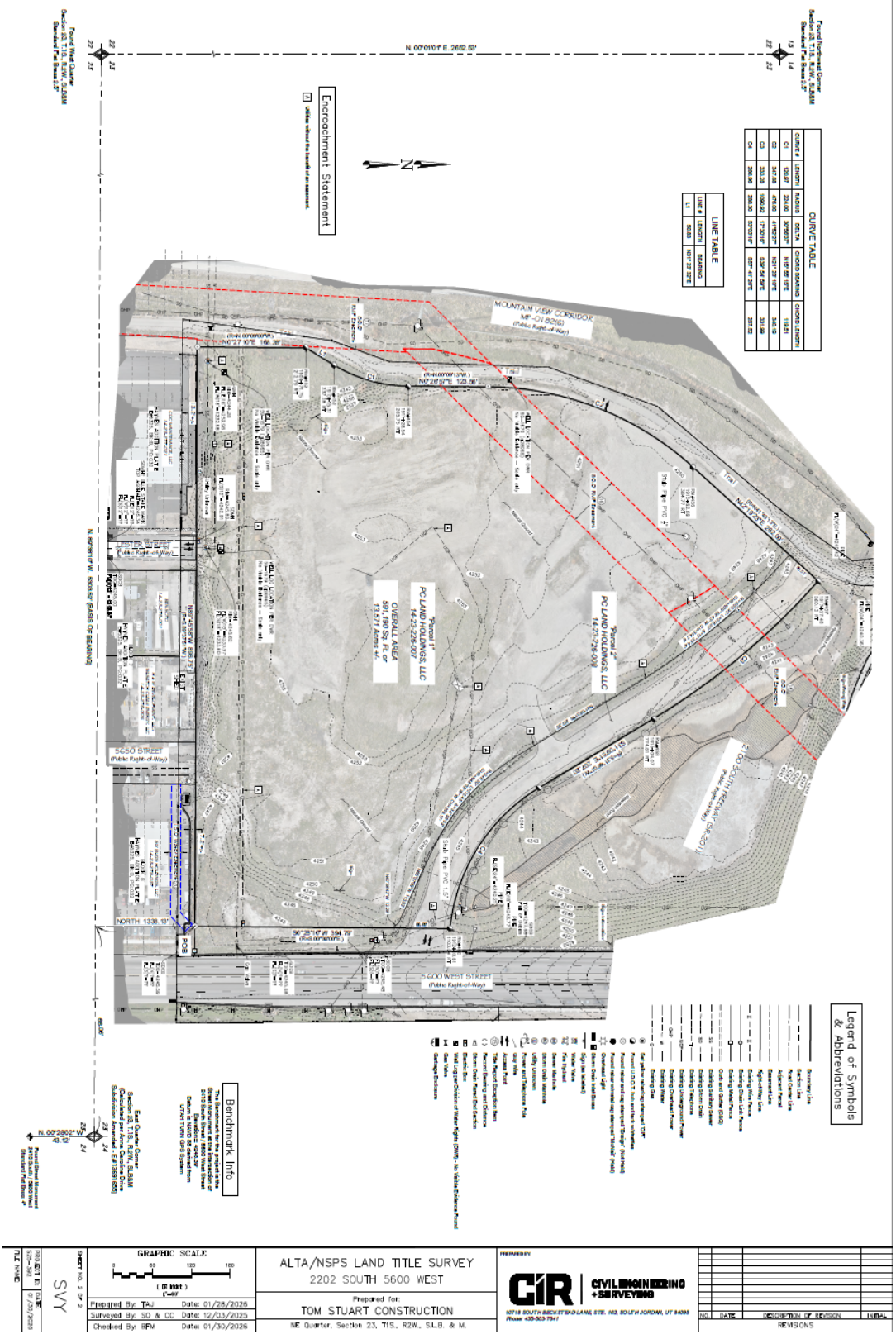


EXHIBIT B
ALTA / Legal Description



Legal Description:

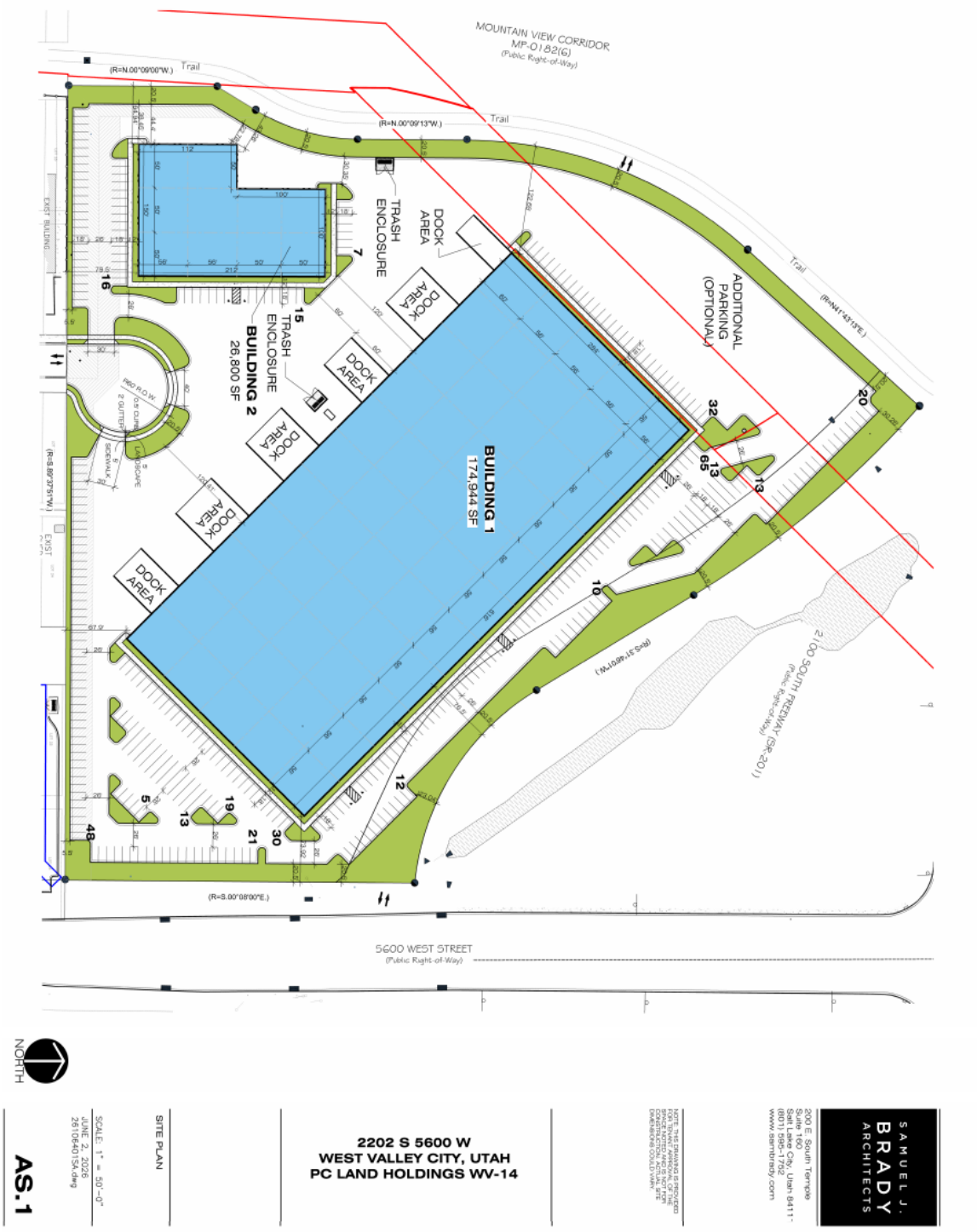
Parcel 14-23-226-007-0000

BEG S 0^08'00" E 1338.67 FT & S 89^52' W 77.00 FT FR NE COR SEC 23, T1S, R2W, SLM; S 89^37'51" W 896.75 FT; N 0^09' W 168.28 FT; N 30^47'22" E 50.83 FT; NE'LY ALG 224 FT RADIUS CURVE TO L, 120.97 FT (CHD N 15^19'05" E); N 0^09'13" W 123.56 FT; NE'LY ALG 476 FT RADIUS CURVE TO R, 347.88 FT (CHD N 20^47' E); N 41^43'13" E 202.08 FT; SE'LY ALG 1030.92FT RADIUS CURVE TO R, 315.99 FT (CHD S 40^32'53" E); S 31^46'01" E 207.20 FT; SE'LY ALG 384.30 FT RADIUS CURVE TO L, 212.45 FT (CHD S 49^14'28" E); S 65^43'19" E 113.83 FT; S41^14'52" E 12.29 FT; S 0^08' E 305.94 FT TO BEG. LESS AND EXCEPTING, LOTS 18 THRU 36, INCLUSIVE BLK 6, HAYNES ADDITIONPLAT E. TOGETHER WITH VACATED STREET ABUTTING ON N & TOGETHER WITH E 1/2 VACATED STREET ABUTTING ON W SIDE OF LOTS 25 THRU 36, INCLUSIVE BLK 6, OF SD SUB. ALSO TOGETHER WITH VACATED ALLEY ABUTTING ON W SIDE LOTS 18 THRU 24 & 1/2 VACATED ALLEY ABUTTING ON E SIDE LOTS 32 THRU 36. LESS & EXCEPT BEG S 89^45'57" E 331.94 FR NW COR OF SE 1/4 OF NE 1/4 OF SEC 23, T1S, R2W, SLM; S 89^45'57" E 9.13 FT; S 03^40'07" W 158.23 FT; N 00^21'32" E 157.95 FT TO BEG.

Parcel 14-23-226-008-0000

BEG S 0^08'00" E 943.88 FT & S 89^52'00" W 77 FT FR NE COR SEC 23, T1S, R2W, SLM; S 0^08' E 88.85 FT; N 41^14'52" W 12.29 FT; N 65^43'19" W 113.83 FT; NW'LY ALG 348 FT RADIUS CURVE TO R, 212.45 FT (CHD N 49^14'28" W); N 31^46'01" W 207.20 FT; NW'LY ALG 1030.92 FT RADIUS CURVE TO L, 315.99 FT(CHD N 40^32'53" W); N 41^43'13" E 60.01 FT; SE'LY ALG 1090.92 FT RADIUS CURVE TO R, 333.28 FT (CHD S 40^31'09" E);S 31^46'10" E 207.20 FT; SE'LY ALG 288.30 FT RADIUS CURVE TOL, 266.96 FT (CHD S 58^17'39" E) TO BEG.

EXHIBIT C
Preliminary Site Plan



AS.1

SITE PLAN

SCALE: 1" = 50'-0"
JUNE 2, 2026
2510640.15A.dwg

2202 S 5600 W
WEST VALLEY CITY, UTAH
PC LAND HOLDINGS WV-14

SAMUEL J. BRADY ARCHITECTS
200 E. South Temple
Suite 300
Salt Lake City, Utah 84111
(801) 595-1752
www.samjbrady.com

EXHIBIT D
General Plan

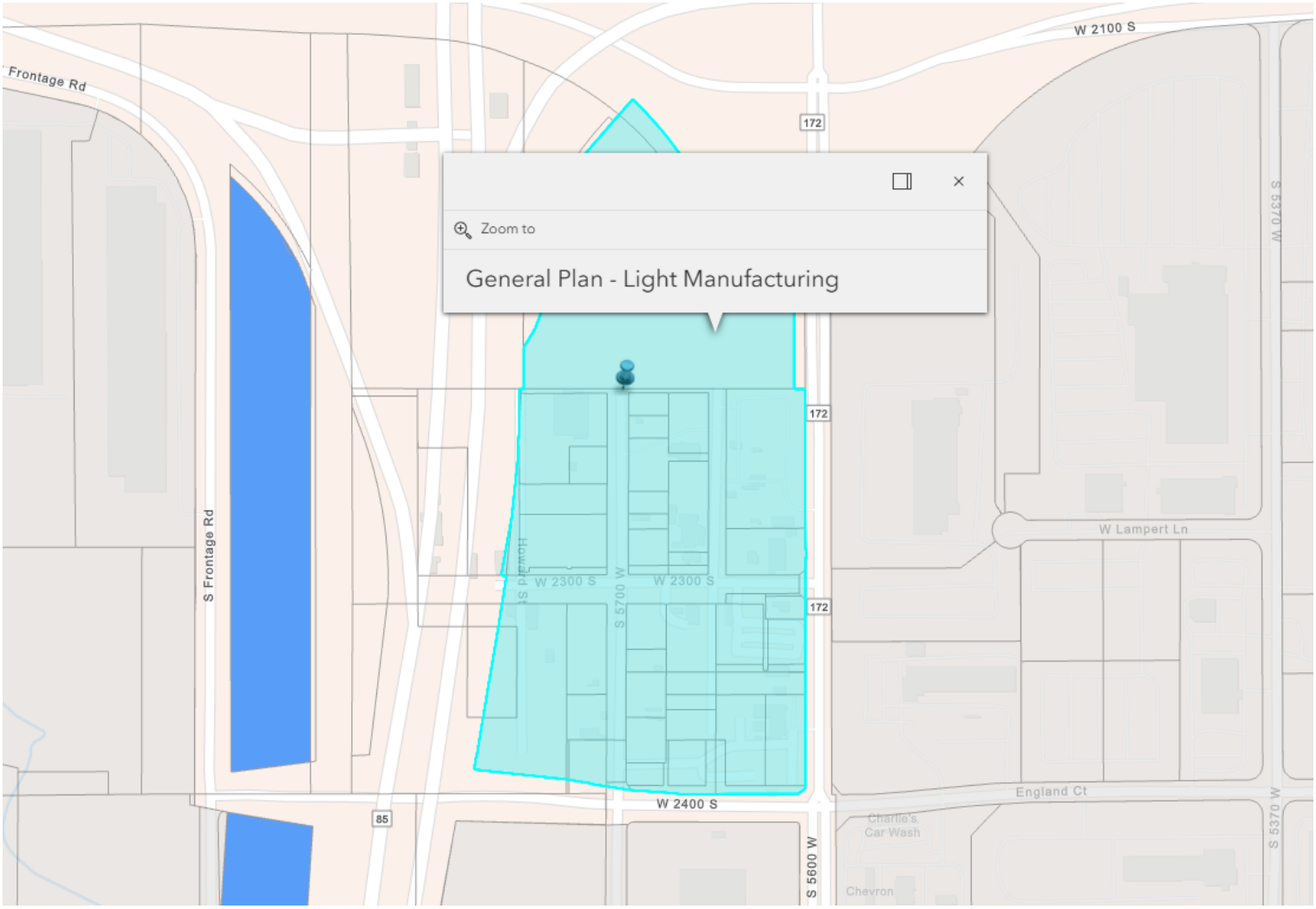


EXHIBIT E
Development Agreement

[*see attached*]

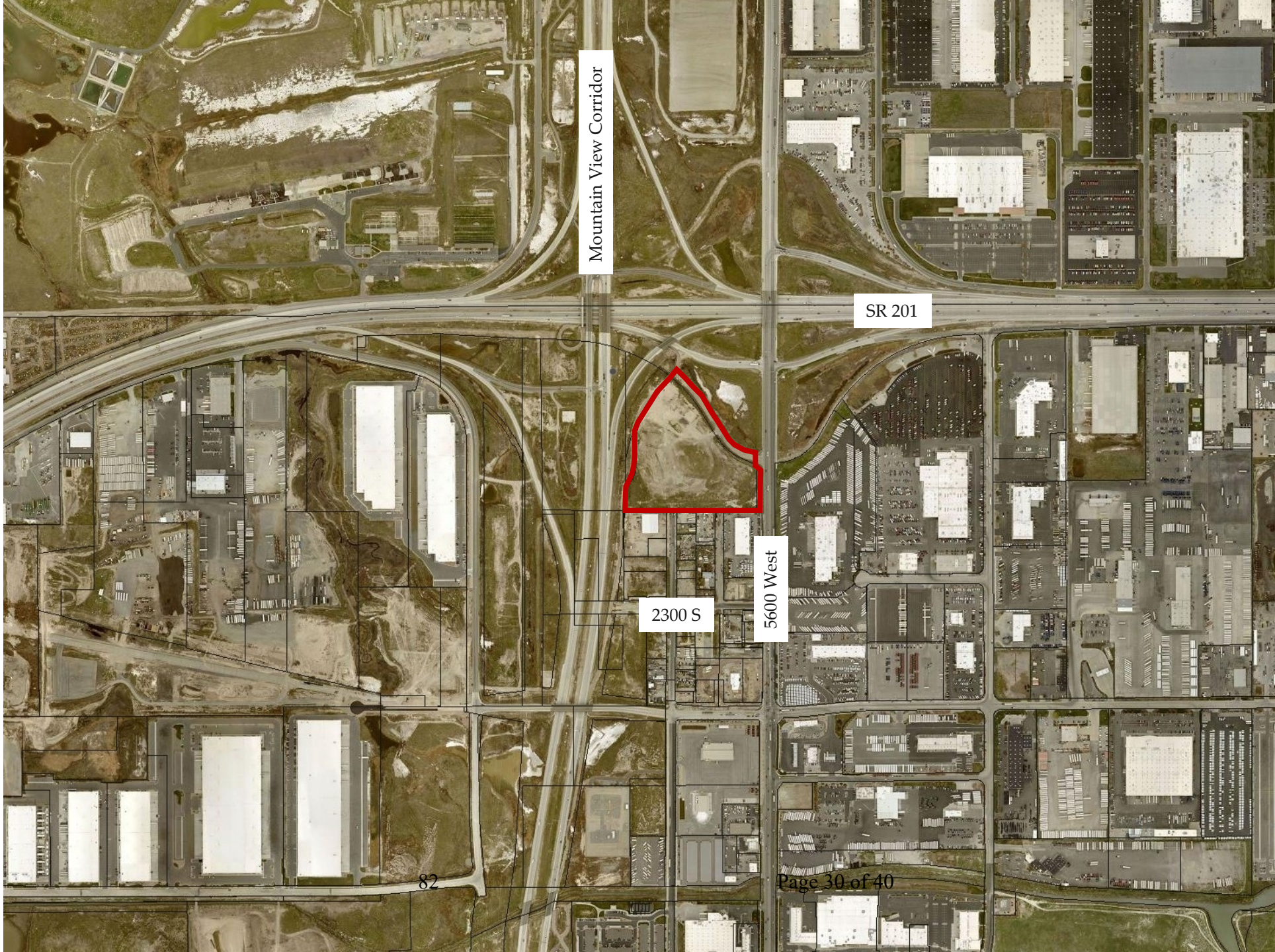
EXHIBIT F
Proposed Plat Amendment

[*to be attached*]

Z-2-2026

- Applicant: Stuart Development
- Request: Zone change from LI (Light Industrial) to M (Manufacturing)
- Location: 2170 South and 2202 South 5600 West
- Staff: Steve Pastorik

Z-2-2026



WEST VALLEY CITY
www.wvc-ut.gov

Z-2-2026



WEST VALLEY CITY
www.wvc-ut.gov

Z-2-2026



WEST VALLEY CITY
www.wvc-ut.gov

Looking north from 5700 West



WEST VALLEY CITY
www.wvc-ut.gov

Looking west from 5700 West



WEST VALLEY CITY
www.wvc-ut.gov

Looking east from 5700 West



WEST VALLEY CITY
www.wvc-ut.gov

Looking north



WEST VALLEY CITY
www.wvc-ut.gov

Looking west



WEST VALLEY CITY
www.wvc-ut.gov

Looking east



WEST VALLEY CITY
www.wvc-ut.gov

Looking west from 5600 West



WEST VALLEY CITY
www.wvc-ut.gov

Looking west from 5600 West



WEST VALLEY CITY
www.wvc-ut.gov

West Valley City Issue Paper

City Council Review

Description: Z-3-2026

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:

Application: #Z-3-2026
Applicant: Norm Dahle
Location: 6379 West 2501 South
Size: 5.95 acres

Summary:

Zone change from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing)

Background:

The applicant provided the following description of the proposed use: "The Owner's proposed use for the property is fenced with limited parking for heavy trucks and the open storage of industrial electrical equipment and materials, i.e., conduit and raceways, wire and cable, transformers, light poles, switch gear, underground utility equipment, etc." Outside storage is a conditional use in the M zone. If this application is approved, a conditional use permit will be required for the outside storage use.

The applicant's letter also addresses surfacing and landscaping. If this zone change application is approved, surfacing, landscaping, and other site review issues like drainage will be addressed as part of the conditional use application.

Recommendation:

The Planning Commission recommends approval subject to a development agreement.

Department: Community Development
Submitted by: Steve Pastorik
Date: 9/16/2026

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 09/15/2026
Date Adopted: _____
Effective Date:_____

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 6379 WEST 2501 SOUTH ON 5.95 ACRES.

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in application #Z-3-2026, filed by Norm Dahle and located at 6379 West and 2501 South is hereby reclassified from zone A (Agriculture, minimum lot size ½ acre) to M (Manufacturing) said property being more particularly described as follows:

Parcel #: 14-23-300-015

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Z-3-2026
Applicant: Norm Dahle
Request: A zone change from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The property is located at 6379 West 2501 South on 5.95 acres.

Norm Dahle has submitted a zone change on a 5.95-acre parcel at 6379 West 2501 South from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The subject property is designated as Light Manufacturing in the West Valley City General Plan. The north portion of the property is vacant while the west portion is currently being used for vehicle and equipment storage without approval from the City and in violation of the current zoning.

The property is surrounded by M zoning. Neighboring uses include vacant property to the north and west where industrial uses are anticipated, storm water detention primarily to the east, and industrial and storm water detention to the south.

Development Proposal

The applicant provided the following description of the proposed use: "The Owner's proposed use for the property is fenced with limited parking for heavy trucks and the open storage of industrial electrical equipment and materials, i.e., conduit and raceways, wire and cable, transformers, light poles, switch gear, underground utility equipment, etc." Outside storage is a conditional use in the M zone. If this application is approved, a conditional use permit will be required for the outside storage use.

The applicant's letter also addresses surfacing and landscaping. If this zone change application is approved, surfacing, landscaping, and other site review issues like drainage will be addressed as part of the conditional use application.

Staff Alternatives

- Approval. This application should be approved.
- Continuance, for reasons determined at the public hearing.
- Denial. All existing storage on the site should be removed before the City considers a zone change.

Steve presented the application.

The applicant Norm Dahle was present. He said he was there representing the owner, Scott Godfrey. He gave some background on the property. He explained that three years ago Alliant Energy occupied some of the warehouse space in the area. Hines was the owner and needed to complete the TI's within the building so Alliant could take possession of the property. Scott was approached and was asked if they could use a portion of his property, the two acres that are developed, to store equipment and materials while they completed the TI work in the building. Scott agreed and anticipated that in its application to West Valley City for the TI improvements,

that the discussion was held, and that they were given the approval to develop this two-acre parcel where the equipment and trucks are now positioned. He said he didn't know if this was true or not. He said he didn't try to go corroborate any of that information. He was told that's what occurred. So that is how the lot ended up being developed. Scott owns all the property surrounding that area.

About a year ago, they were looking at the area, and Irby is another tenant in the three lower buildings, there in the middle. The parcel you were talking about that has some of the improvements on it is directly west of there. Irby has two satellite storage yards where it stores trucks and equipment, and they've had a rash of theft. Two trucks have been stolen, and these are big, industrial trucks. They're not passenger trucks and then they've had equipment stolen. Spools of wire, lights, that type of thing. They approached Scott and they had been discussing how they, meaning Irby and Godrey, could create a lease for ten acres. And with the theft of all these materials, they asked Scott if they could put some of their product in that area while they are going through the process. So that is the backstory.

Scott began the process of investigation as to how they could create a ten-acre parcel. They had a meeting four or five weeks ago, when Scott was informed that this parcel that we're talking about today was zoned agricultural and not M zoning. That created an additional step to come in and have the property rezoned. That's what brings us here today to see if we can get the rezoning approved and then come back as Steve pointed out, with the application for development of the ten acres. He said Scott has been paying taxes on land that is zoned agricultural. He's been paying higher taxes based on the zoning. So, the request is to get the zoning approval granted for the City Council, then we'll be right in with an application for a conditional use request for the ten-acre parcel which is more consistent with the large parcel that was shown on the area map. He said he hoped that cleared up any questions regarding the development of that property.

He then pointed out that when Beagley Road was developed Scott donated three acres to West Valley City at no cost, plus granted approval for a turnaround at the west end, or the east end of Beagley Road.

He said he wanted to disabuse any idea that Scott's been out trying to do something that isn't consistent with what the City's zoning ordinances are. The intent is to comply with West Valley City's ordinances.

Commissioner Lehman asked if this is a separate piece of property from the warehouse to the south. Norm said yes. That's part of the problem. Hines owned this property, and as was pointed out, you have drainage area just to the east of that L, that far end of the L shape. Scott has been talking with Hines to try and buy the property, so there's several pieces in there. It's a little bit like a puzzle trying to figure out how to come up with 10 acres with direct access to the parking lot where Irby is located.

There were no questions from public.

Vice Chair Durfee asked if it was mentioned last week that most of the stuff had been moved out

of there currently.

Steve said the pictures he took for the application were taken about a week and a half ago. The material has been there just within the last few weeks. Jody had been out to the site a few weeks earlier and there was nothing on the site.

Vice Chair Durfee said so it's been brought in since then. Steve replied yes. It's been fairly recent.

Chair Lovato asked what everything else was around there. He asked if it was all LI, (Light Industrial) or all Manufacturing. Steve replied that it is all Manufacturing.

Commissioner Lehman made a motion to approve the application. Vice Chair Durfee seconded. All were in favor.

UNANIMOUS— Z-3-2026—APPROVED

August 19, 2026

RE:	Zoning Amendment Application
Owner:	E.G.A. Enterprises, LLC Sage Hill Industrial Park, LLC
Owner's Representative:	Norm Dahle
Address:	6379 West 2501 South
West Valley City General Plan:	Manufacturing and Industrial Districts
Current Zone:	Agriculture (A)
Proposed Zone:	Manufacturing (M)
Requested Use:	Parking, Material Storage

The Owner's proposed use for the property is fenced with limited parking for heavy trucks and the open storage of industrial electrical equipment and materials, i.e., conduit and raceways, wire and cable, transformers, light poles, switch gear, underground utility equipment, etc.

The owner is requesting that only the traffic areas on the parcel, shown on the Concept Plan, attached hereto be asphalted. All other storage areas will consist of compacted road base or other gravel types.

All properties adjacent to the parcel are zoned M, with the proposed use of the property servicing the manufacturing and industrial industry consistent with WVC's General Plan Manufacturing and Industrial District.

The parcel is located within the northwest quadrant of West Valley City and is currently zoned **(A)** however, all adjacent acreage surrounding the parcel is zoned **(M),** see attached WVC zoning map.

The Owner is requesting the (A) zoning designation be amended to the (M) zoning designation, consistent with all adjacent property.

The improved property will service existing tenants located in the surrounding tilt-up buildings, having minimal impact on the existing transportation system of the area. Utility needs will also be minimal; i.e., lighting, and site-drainage. There will be no impact on schools or parks.

WVC's zoning ordinance requires landscaping to be included to improve the property. Due to the lack of direct public access to the parcel, we request a modification to the landscape requirements be considered. Our preference is to eliminate the landscape requirement all together. An alternate option is to calculate the existing landscaping acreage fronting Beagly Road and incorporate the landscaping requirement for the property within the existing landscaping. These options were mentioned in our meeting with WVC's planning staff.

Timing is of the essence. We anticipate rezoning and CUP approvals will require four (4) months. After said approvals are granted, improvement of the parcel will begin immediately thereafter. We estimate beginning within four (4) to (6) months.

Thank you for your consideration of this request.

Norm Dahle

Z-3-2026

- Applicant: Norm Dahle
- Request: Zone change from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing).
- Location: 6379 West 2501 South on 5.95 acres.
- Staff: Steve Pastorik

Z-3-2026



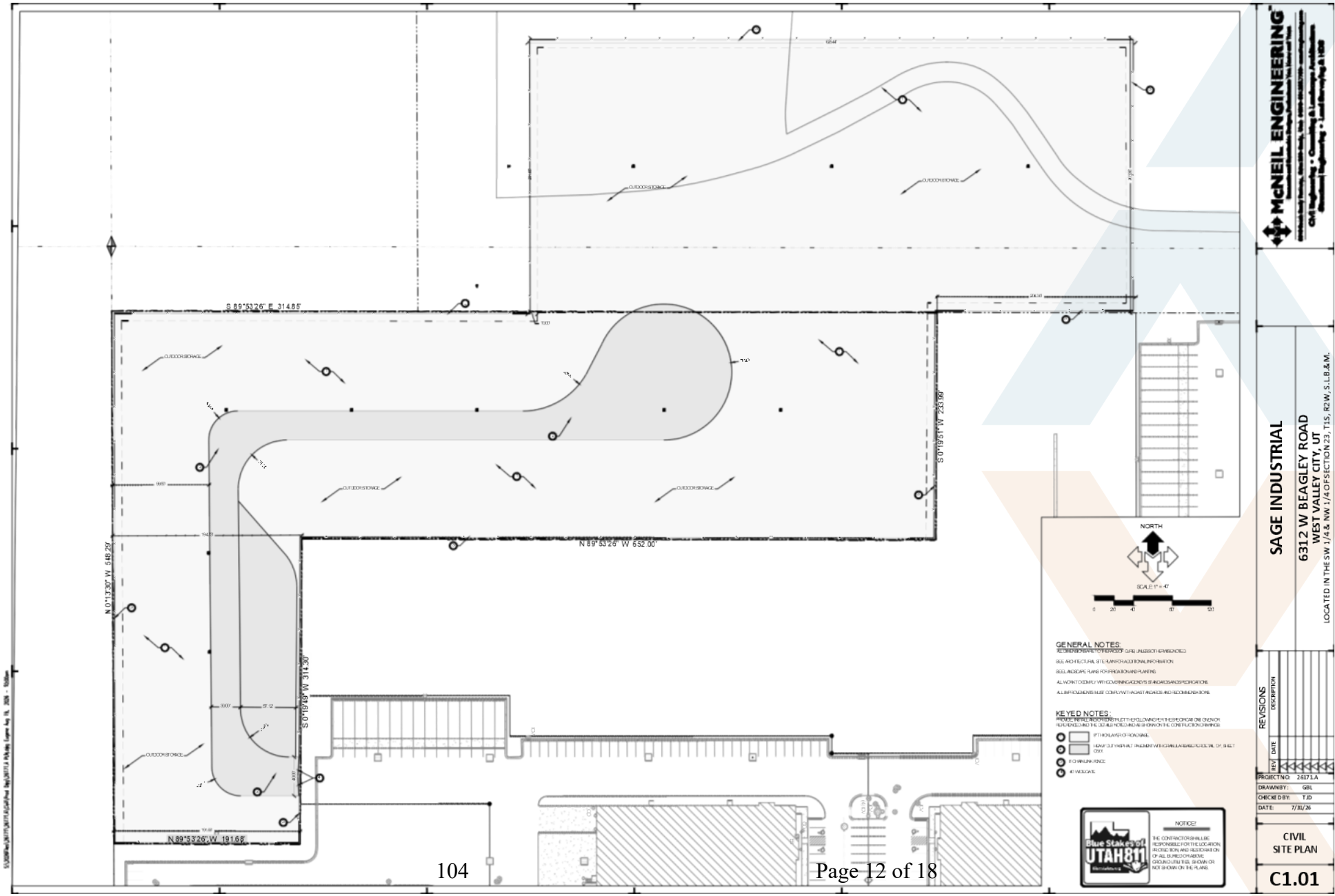
WEST VALLEY CITY
www.wvc-ut.gov

Z-3-2026

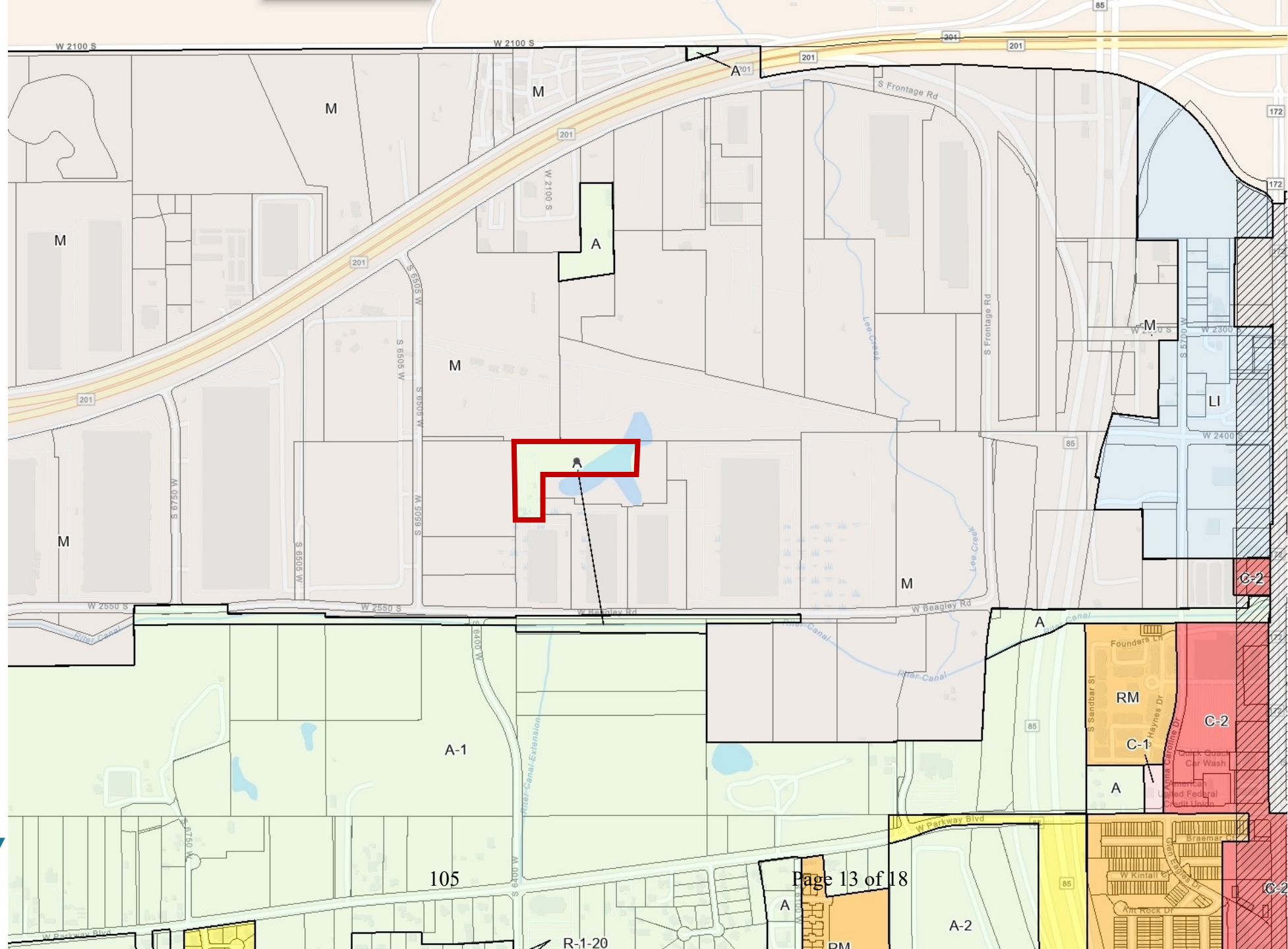


WEST VALLEY CITY
www.wvc-ut.gov

Z-3-2026


S 89°53'26" E 314.85'
N 89°53'26" W 652.00'
S 0°19'51" W 233.99'
N 0°13'30" W 648.29'
S 0°19'19" W 314.30'
N 89°53'26" W 191.68'
NORTH
SCALE: 1" = 40'
GENERAL NOTES:
KEYED NOTES:
NOTICE!
SAGE INDUSTRIAL
6312 W BEAGLEY ROAD
WEST VALLEY CITY, UT
LOCATED IN THE SW 1/4 & NW 1/4 OF SECTION 23, T1S, R2W, S.L.B.&M.
McNEIL ENGINEERING
REVISIONS
DESCRIPTION
DATE
PROJECT NO: 26173.A
DRAWN BY: GBL
CHECKED BY: TJD
DATE: 7/31/26
CIVIL SITE PLAN
C1.01

Z-3-2026



WEST VALLEY CITY
www.wvc-ut.gov

Z-3-2026



WEST VALLEY CITY
www.wvc-ut.gov

Z-3-2026



WEST VALLEY CITY
www.wvc-ut.gov

Z-3-2026



WEST VALLEY CITY
www.wvc-ut.gov

Z-3-2026



WEST VALLEY CITY
www.wvc-ut.gov

Z-3-2026



WEST VALLEY CITY
www.wvc-ut.gov

West Valley City Issue Paper

City Council Review

Description: Development Agreement with Wasatch Highbury QOZ Business, LLC

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:
A resolution authorizing the City to enter into a development agreement with Wasatch Highbury QOZ Business, LLC.

Summary:
This resolution authorizes a development agreement between the City and Wasatch Highbury QOZ Business, LLC to establish minimum standards for a residential development at 5035 West Lake Park Blvd.

Background:
The property owner, Wasatch Highbury QOZ Business, LLC, has requested a development agreement on 26.34 acres of property within the Highbury neighborhood. This property was included with other now developed property (a total of 98 acres) in a development agreement with Ivory Development back in 2008. If approved, the proposed agreement would replace the 2008 agreement for the 26.34 acres only.

The 2008 agreement anticipated 69 townhomes, 89 parkside homes (homes with garages in the rear placed on small lots), private streets, common open space, a clubhouse, and three undefined amenities on the property. Minimum finished unit sizes, materials, and elevations were included for the housing. Basements were to be included in all units.

The proposed agreement calls for 69 townhomes, 89 parkside homes (with a mix of front and rear loaded garages), private streets, common open space, a clubhouse, a pool, pickleball courts, a pavilion, and pergolas on the property. Minimum finished unit sizes are larger than originally proposed. New elevations and materials for all housing units are proposed. Given water table issues, basements are only proposed for the parkside homes along the south side of the property where the property is elevated.

Recommendation:
City staff recommends approval to the City Council.

Department: Community Development
Submitted by: Steve Pastorik
Date: 10/6/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH WASATCH HIGHBURY QOZ BUSINESS, LLC FOR APPROXIMATELY 26.34 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5035 WEST LAKE PARK BLVD.

WHEREAS, Wasatch Highbury QOZ Business, LLC (herein "Developer") owns or is under contract to acquire real property within the limits of West Valley City, Utah, on which Developer proposes to develop a residential project (herein the "Project"); and

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

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

WHEREAS, West Valley City, acting pursuant to its authority under §10-20-101 *et seq.*, Utah Code Annotated 1953, as amended, and City ordinances and land-use policies, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this Agreement; and

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

PASSED, APPROVED and MADE EFFECTIVE this _____day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Wasatch Highbury QOZ Business, LLC, a Utah limited liability company, (herein "Developer") for the land to be included in or affected by the project located at approximately 5035 West Lake Park Blvd. in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 26.34 acres of real property located at approximately 5035 West Lake Park Blvd. in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential development (the "Project"); and

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

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

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-20-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

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

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

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

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

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

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

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

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

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

Agreement supersedes and replaces the Development Agreement dated December 9, 2008. Exhibits "A", "B", "C", "D", "E", "F", and "G" are hereby incorporated into this Agreement.

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

TO DEVELOPER:	Wasatch Highbury QOZ Business, LLC c/o Wasatch Acquisition & Capital 595 South Riverwoods Parkway #400 Logan, UT 84321
TO CITY:	West Valley City Ifo Pili, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

By:_____

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the _____of Wasatch Highbury QOZ Business, LLC, a Utah limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its members or articles of organization, and he or she acknowledged to me that said entity executed the same.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-25-226-032

BEG S 0°01'15" E 1325.86 FT & S 89°51'11" W 894.80 FT FR NE COR OF SEC 25, T1S, R2W, SLM; S 89°51'11" W 101.16 FT; N 0°00'41" E 0.58 FT; S 89°50'49" W 1659.56 FT; S 0°04'43" E 0.25 FT; N 42°01'58" W 140.54 FT; N 49°54'06" E 110.50 FT; N 40°05'54" W 407.84 FT; N 74°51'18" W 185.23 FT; N 40°05'54" W 24.46 FT; N 49°54'06" E 1109.19 FT; NE'LY ALG A 442.50 FT RADIUS CURVE TO L 347.70 FT; N'LY ALG A 73.26 FT RADIUS CURVE TO L 25.53 FT; N'LY ALG A 51.40 FT RADIUS CURVE TO R 40.4 FT; N 29°53'04" E 29.20 FT; NE'LY ALG A 50 FT RADIUS CURVE TO R 16.58 FT; N 78°45'38" E 253.11 FT; E'LY ALG A 185.50 FT RADIUS CURVE TO R 36.39 FT; E 590.15 FT; E'LY ALG A 164.50 FT RADIUS CURVE TO L 39.58 FT; N 76°12'51" E 83.05 FT; E'LY ALG A 50.50 FT RADIUS CURVE TO R 49.23 FT; S 47°56'02" E 28.65 FT; SE'LY ALG A 135.50 FT RADIUS CURVE TO R 70.70 FT; S 18°02'24" E 112.80 FT; S'LY ALG A 940 FT RADIUS CURVE TO L 204.08 FT; S 0°00'33" W 1359.94 FT TO BEG. LESS & EXCEPT, BEG S 0°01'48" E 1285.86 FT & S 89°50'39" W 40 FT FR NE COR SEC 25, T1S, R2W, SLM; S 89°50'39" W 305.62 FT; N 93.79 FT; W 40.37 FT; S 93.90 FT; S 89°50'39" W 867.76 FT; N 751.15 FT; E 58.39 FT; E'LY ALG A 700 FT RADIUS CURVE TO L 472.97 FT; S 51°17'14" W 175.81 FT; S 277.50 FT; S 41°40'54" E 324.23 FT; NE'LY ALG A 467 FT RADIUS CURVE TO L 193.93 FT; N 52°55'36" E 325.38 FT; N'LY ALG A 25 FT RADIUS CURVE TO L 41.12 FT; S'LY ALG A 810 FT RADIUS CURVE TO R 583.59 FT; S 0°01'48" E 52.25 FT TO BEG. LESS & EXCEPT, COM N 00°06'50" W 1878.81 FT & N 89°53'10" E 2190.19 FT FR THE W 1/4 COR OF SEC 25, T1S, R2W, SLM (SD PT ALSO BEING THE NW COR OF HIGHBURY PLACE PHASE 3 PUD); N 49°54'06" E 438.13 FT; S 40°05'54" E 255.12 FT; S 49°37'45" E 29.92 FT; S 40°06'31" E 258.32 FT; S 21°04'09" E 30.68 FT; S 40°05'54" E 113.17 FT; S 49°54'06" W 83.27 FT; S 28°40'42" W 12.50 FT; S 80°21'32" W 42.55 FT; S 37°37'58" W 115.11 FT; N 40°05'54" W 108.06 FT; S 49°53'51" W 83.45 FT; N 40°05'54" W 407.84 FT; N 74°51'18" W 185.23 FT; N 40°05'54" W 24.46 FT TO PT OF BEG. LESS & EXCEPT, BEG N 0°06'50" W 2064.12 FT & N 89°53'10" E 2606.59 FT FR W 1/4 COR SEC 25, T1S, R2W, SLM; N 50°25'06" E 467.97 FT; S 40°05'54" E 386.10 FT; ALG A 15 FT RADIUS CURVE TO L 23.26 FT; N 50°17' E 31.04 FT; ALG A 377 FT RADIUS CURVE TO L 261.36 FT; S 89°59'45" E 557.41 FT; S 0°00'15" W 768.69 FT; S 89°51'43" W 1169.16 FT; ALG A 106.50 FT RADIUS CURVE TO L 91.97 FT; N 40°39'27" W 42.51 FT; N 37°37'58" E 115.25 FT; N 80°21'32" E 42.55 FT; N 28°40'42" E 12.50 FT; N 49°54'06" E 83.27 FT; N 40°05'54" W 113.17 FT; N 21°04'09" W 30.68 FT; N 40°06'31" W 258.32 FT; N 49°37'45" W 29.92 FT; N 40°05'54" W 129.54 FT TO BEG. ALSO LESS & EXCEPT WATERWAYS CONVEYED TO WEST VALLEY CITY. ALSO LESS & EXCEPT ANY PORTION WITHIN THE BOUNDARY OF HIGHBURY PLACE PH 8 PUD. ALSO LESS & EXCEPT, BEG S 89°48'42" W 228.16 FT & S 568.97 FT FR N 1/4 COR SEC 25, T1S, R2W, SLM; N 49°54'06" E 542.42 FT; S 40°05'54" E 50.90 FT; S 49°39'38" W 7.76 FT; S 59°21'31" W 51.89 FT; S 49°57'35" W 442.40 FT; S 34°36'08" W 33.44 FT; S 49°45'37" W 8.81 FT; N 40°05'54" W 50.80 FT TO BEG. LESS & EXCEPT ANY PORTION LYING IN PARCEL B, HIGHBURY PLACE PH 5 PUD. ALSO LESS & EXCEPT, BEG N 89°48'43" E 228.07 FT & S 186.32 FT FR N 1/4 COR SEC 25, T1S,

R2W, SLM; N 49°54'06" E 203.15 FT; NE'LY ALG A 442.50 FT RADIUS CURVE TO L 347.70 FT; N'LY ALG 73.26 FT RADIUS CURVE TO L 25.53 FT; N'LY ALG A 51.40 FT RADIUS CURVE TO R 40.34 FT; N 29°53'04" E 29.20 FT; NE'LY ALG A 50 FT RADIUS CURVE TO R 26.08 FT; N 44°49'29" E 25.78 FT; NE'LY ALG A 50.00 FT RADIUS CURVE TO R 16.58 FT; N 78°45'38" E 171.18 FT; S 10°26'31" E 13.72 FT; S 02°26'12" E 16.91 FT; S 06°33'17" W 4.08 FT; SW'LY ALG A 86.85 FT RADIUS CURVE TO R 95.22 FT; S 69°22'18" W 59.90 FT; SW'LY ALG A 104.50 FT RADIUS CURVE TO L 98.35 FT; 15°26'46" W 31.08 FT; SW'LY ALG A 492.15 FT RADIUS CURVE TO R 293.40 FT; S 32°31'30" W 289.08 FT; S 49°36'14" W 173.81 FT; S 37°16'42" W 35.95 FT; S 49°39'38" W 8.83 FT; N 40°05'54" W 50.67 FT TO BEG. LESS & EXCEPT, BEG S 0°01'15" E 1241.76 FT & W 40 FT FR NE COR SEC 25, T1S, R2W, SLM; S 0°01'15" E 84.21 FT; S 89°51'11" W 955.96 FT; N 0°00'41" E 0.48 FT; S 89°50'59" W 257.81 FT; N 0°00'19" E 37.40 FT; N 89°51'11" E 1155.70 FT; N 51°18'12" E 74.37 FT TO BEG. LESS & EXCEPT, BEG N 0°04'43" W 1528.11 FT & E 25.45 FT FR CEN SEC 25, T1S, R2W, SLM; N 49°54'06" E 36.61 FT; S 40°39'27" E 150.60 FT; SE'LY ALG A 106.50 FT RADIUS CURVE TO L 91.97 FT; N 89°51'43" E 1071.51 FT; E'LY ALG A 87 FT RADIUS CURVE TO R 47.99 FT; S 58°31'53" E 61.28 FT; S 0°00'33" W 30.95 FT; S 89°50'59" W 80.43 FT; N 0°41'14" W 38.61 FT; NW'LY ALG A 5.02 FT RADIUS CURVE TO L 6.65 FT; N 76°33'24" W 29.95 FT; N 88°31'24" W 30.70 FT; S 89°57'17" W 1023.87 FT; W'LY ALG A 250 FT RADIUS CURVE TO R 62.10 FT; N 15°05'41" E 2.80 FT; N 72°17'33" W 10.87 FT; S 19°25'47" W 3.09 FT; NW'LY ALG A 118.60 FT RADIUS CURVE TO R 86.56 FT; NW'LY ALG A 67.82 FT RADIUS CURVE TO L 33.41 FT; NW'LY ALG A 78.50 FT RADIUS CURVE TO R 37.02 FT; N 29°26'40" W 24.91 FT; N 54°02'43" W 8.27 FT; N 40°10' W 8.96 FT TO BEG. ALSO LESS & EXCEPT, BEG N 0°04'43" W 1323.51 FT FR CEN 1/4 COR SEC 25, T1S, R2W, SLM; N 11°48'05" E 46.79 FT; SE'LY ALG A 15 FT RADIUS CURVE TO L 4.11 FT; S 44°27'45" E 15.63 FT; S 60°17'35" E 16.20 FT; N 86°46'40" E 30.51 FT; N 88°45'38" E 74.68 FT; N 89°57'20" E 1129.56 FT; N 80°51'04" E 34.96 FT; E'LY ALG A 32.50 FT RADIUS CURVE L 13.26 FT; NE'LY ALG A 5.02 FT RADIUS CURVE TO L 5.10 FT; S 0°41'16" E 38.61 FT; S 89°50'59" W 1321.32 FT TO BEG. (BEING PT OF PARCEL A, HIGHBURY PLACE PH 8 PUD). LESS & EXCEPT, BEG S 00°04'43" E 273.06 FT & E 230.77 FT FR THE N 1/4 COR OF SEC 25, T1W, R2W, SLM; S 40°05'54" E 60.63 FT; S 50°25'06" W 413.92 FT; N 40°05'54" W 47.91 FT; N 49°53'43" E 356.74 FT; N 39°37'07" E 50.16 FT; N 49°56'28" E 7.81 FT TO BEG. ALSO LESS & EXCEPT ANY PORTION LYING WITHIN HIGHBURY PLACE PH 9 PUD. 25.27 AC M OR L.

Parcel #: 14-25-226-011

BEG S 00°01'48" E 735.88 FT & W 245.02 FT & S 52°55'36" W 325.38 FT & SW'LY ALG A 467 FT RADIUS CURVE TO R 193.93 FT (CHORD S 64°49'23" W 192.54 FT) & N 41°40'54" W 324.23 FT & N 277.5 FT FR NE COR OF SEC 25, T 1S, R 2W, SLM; N 525.91 FT; SE'LY ALG A 940 FT RADIUS CURVE TO L 418.93 FT (CHORD S 29°43'16" E 415.47 FT); S 51°17'14" W 263.98 FT TO BEG. LESS & EXCEPTING BEG S 0°01'48" E 1285.86 FT & S 89°50'39" W 40 FT FR NE COR SEC 25, T1S, R2W, SLM; S 89°50'39" W 305.62 FT; N 93.79 FT; W 40.37 FT; S 93.90 FT; S 89°50'39" W 867.76 FT; N 751.15 FT; E 58.39 FT; E'LY ALG A 700 FT RADIUS CURVE TO THE L 472.97 FT; S 51°17'14" W 175.81 FT; S 277.50 FT; S 41°40'54" E 324.23 FT; NE'LY ALG A 467 FT RADIUS CURVE TO L 193.93 FT; N 52°55'36" E 325.38 FT; N'LY ALG A 25 FT RADIUS CURVE TO L 41.12 FT; S'LY ALG A 810 FT RADIUS CURVE TO R 583.59 FT; S 0°01'48" E 52.25 FT TO BEG. 1.07 AC M OR L.

Exhibit B

Entire Neighborhood

1. No more than a total of 158 units shall be built.

2. Overall open space shall meet the 50% requirement as per the PUD ordinance. This open space requirement includes everything except streets and building footprints.

3. Useable open space shall meet the 15% overall requirement. This open space requirement includes waterways, lakes, park areas, etc.

4. A preliminary subdivision plat application shall not be accepted by the City until this agreement is signed by both the Developer and the Mayor.

5. Open space, water features/lakes, park space, clubhouse, fencing, amenities, and trails shall be constructed as shown in Exhibit C.

6. Community gateway icons, neighborhood entry features, and trail markers will be used to accentuate the residential areas of Lake Park. Illustrations of these features together with a map showing their locations are attached as Exhibit D.

7. The Developer shall provide a Street Tree Master Plan for the development. Said plan shall be reviewed by the City Parks Department and shall be submitted prior to review of any final plat.

8. Streetscapes within the community and along all residential roads shall be planted with street trees. Said trees shall be based on the Street Tree Master Plan as noted in item No. 7 and shall be installed by the Developer.

Townhomes

1. Upon completion of all of the on-site improvement, the Developer shall provide a letter to the City from an independent engineering firm which certifies that all of the on-site improvements are completed as shown on the plans approved by the City. For the purposes of this agreement, on-site improvements shall include landscaping; irrigation; private streets; roundabouts; sidewalks; trails; parking; lighting; entrance features; fencing; outdoor recreational amenities such as playground equipment, picnic tables, benches, and pavilions; and other similar improvements.

2. Before the responsibility for maintenance of the on-site improvements is transferred from the Developer to the homeowner's association and professional management company, an on-site meeting shall be held between the Developer, City staff, homeowner's association representatives, and representatives from the professional management company. The purpose of the meeting shall be to allow the homeowner's association and the professional management company to inspect the

on-site improvements for completeness and condition. The Developer shall install or replace the listed on-site improvements before the responsibility for maintenance of the on-site improvements is transferred from the Developer to the homeowner's association and professional management company.

3. Useable open space for the townhomes shall meet the 15% requirement for attached housing product. This open space requirement includes "recreation areas including basketball, tennis or racquetball courts; baseball, softball or soccer fields; trails; picnic areas; plazas; dedicated or private park sites or any other use deemed acceptable by the Planning Commission. Useable open space shall not include all buildings except clubhouses, setback areas less than 20', and narrow landscaped strips.

4. Private streets shall have an asphalt width that meets Fire Department requirements. No parking shall be allowed on the private streets.

5. The responsibility for maintenance of the on-site improvements shall not be transferred from the Developer to the homeowner's association and professional management company until at least 75% of the dwelling units have been sold.

6. Homes shall be built substantially like the elevations and floor plan areas depicted in Exhibit E (townhome elevations submitted by Developer) with the exception that all of the requirements in Chapter 7-11 Part 4 of the Zoning Ordinance shall apply to all homes within the development as well as the site layout/design and open space. This means that the elevations depicted in Exhibit E may need to be revised as part of the subdivision approval process to meet the ordinance standards.

7. Townhome units shall not exceed 69.

8. Driveways for each garage shall be at least 20' in length measured from the garage door to the back of the private street curb. Up to 50% of units may have shared driveways. Where driveways are shared, the 4.75 parking code requirement will still be met with parking stalls provided throughout the site.

All Parkside Homes

1. Upon completion of all of the on-site improvement, the Developer shall provide a letter to the City from an independent engineering firm which certifies that all of the on-site improvements are completed as shown on the plans approved by the City. For the purposes of this agreement, on-site improvements shall include landscaping; irrigation; private streets; roundabouts; sidewalks; trails; parking; lighting; entrance features; fencing; outdoor recreational amenities such as playground equipment, picnic tables, benches, and pavilions; and other similar improvements.

2. Before the responsibility for maintenance of the on-site improvements is

transferred from the Developer to the homeowner's association and professional management company, an on-site meeting shall be held between the developer, City staff, homeowner's association representatives, and representatives from the professional management company. The purpose of the meeting shall be to allow the homeowner's association and the professional management company to inspect the on-site improvements for completeness and condition. The Developer shall install or replace the listed on-site improvements before the responsibility for maintenance of the on-site improvements is transferred from the Developer to the homeowner's association and professional management company.

3. The responsibility for maintenance of the on-site improvements shall not be transferred from the Developer to the homeowner's association and professional management company until at least 75% of the dwelling units have been sold.

4. All landscaping shall be installed by Developer, so as to work with the overall landscaping concept in the open space areas directly adjacent to the Parkside lots. Landscape plans shall be submitted for review as part of the subdivision review process.

5. Side elevations for houses facing a street shall include at least 2 of the following architectural details: stucco "pop-outs", bay windows, box windows, hip roofs, material variations, and the use of different colors. If a home on a corner lot requiring added visual character has brick or stucco wainscots, that element will be carried around the side of the home that fronts the street.

6. The minimum dwelling size for all Parkside homes shall be 1,350 square feet finished space above grade. The average dwelling size for Parkside homes shall be 1,700 square feet finished space above grade. No two identical elevation plans shall be constructed adjacent to each other. Alternate elevations of the same floor plan are acceptable.

7. Parkside home units shall not exceed 89 in this phase.

8. Windows on the side of any home that face the side of another home shall be offset, where practicable, to prevent windows on neighboring houses to be directly aligned with each other.

9. Front patios shall be offered as an option.

Parkside Homes on Interior Lots
(Lots not facing Redbridge Way and Sandwell Dr.)

1. Each dwelling shall be constructed with the materials shown and described on Exhibit F. Where brick or stone is used on the front elevation, it shall wrap around the front corner of the home a minimum of 18 inches.

2. Rear drive lanes shall have an asphalt width that meets Fire Department requirements. No parking shall be allowed on the rear drive lanes.

3. Setbacks for this development shall be two (2) feet in the front, twenty (20) feet in the rear and three (3) feet for side yards. Corner lot setbacks shall be 10 feet where the corner lot is adjacent to a street. Corner lots must meet clear view requirements.

4. Parkside homes on interior lots shall be built substantially like the elevations depicted in Exhibit F or other similar plans that incorporate similar characteristics including window headers and sills, comparable roof pitches, a comparable amount of windows, variation in materials, building relief, and roofline variation. The home plans, elevations, and designs shall comply with all applicable City ordinances unless otherwise specified in this Agreement.

Parkside Homes on Exterior Lots
(Lots facing Redbridge Way and Sandwell Dr.)

1. Each dwelling shall be constructed with the materials shown and described on Exhibit G. Where brick or stone is used on the front elevation, it shall wrap around the front corner of the home a minimum of 18 inches.

2. Setbacks for these lots shall be twenty (20) feet in the front, twenty (20) feet in the rear and five (5) feet for side yards. Corner lot setbacks shall be twenty (20) feet where the corner lot is adjacent to a street. Corner lots must meet clear view requirements.

3. Exterior lot homes shall include a basement and a 3-car garage.

4. Parkside homes on exterior lots shall be built substantially like the elevations depicted in Exhibit G or other similar plans that incorporate similar characteristics including window headers and sills, comparable roof pitches, a comparable amount of windows, variation in materials, building relief, and roofline variation. The home plans, elevations, and designs shall comply with all applicable City ordinances unless otherwise specified in this Agreement.

Exhibit C

- # COMMUNITY AMENITY (11)
- 3-PLEX TOWNHOME (2)
- 3-PLEX TOWNHOME (12)
- PARKSIDE HOME (67)
- 5-PLEX URBAN TOWNHOME (3)
- 6-PLEX URBAN TOWNHOME (2)
- NEIGHBORHOOD HOMES (22)

AMMENTIES PROVIDED:

1: COMMUNITY CLUBHOUSE
2: POOL PERGOLA
3: COMMUNITY POOL
4: COMMUNITY SPORTS FIELD
5: COMMUNITY PARK
6: COMMUNITY GRAND PERGOLA
7: COMMUNITY PLAYGROUND
8: COMMUNITY PARK
9: COMMUNITY PARK
10: COMMUNITY PICKLEBALL COURTS
11: COMMUNITY PICNIC PAVILION



WAC - HIGHBURY NORTH

WEST VALLEY CITY, UTAH

Exhibit C - Concept Plan

P1.01
Schematic Site

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.

ARCHITECTURE BELGIQUE, INC.
7583 SOUTH MAIN STREET - SUITE 100 - MIDVALE, UT 84047

PROJECT NO. 2026-12

© 2026 ABI

- # COMMUNITY AMENITY (11)
- 3-PLEX TOWNHOME (2)
- 3-PLEX TOWNHOME (12)
- PARKSIDE HOME (67)
- 5-PLEX URBAN TOWNHOME (3)
- 6-PLEX URBAN TOWNHOME (2)
- NEIGHBORHOOD HOMES (22)

AMMENTIES PROVIDED:

1: COMMUNITY CLUBHOUSE
2: POOL PERGOLA
3: COMMUNITY POOL
4: COMMUNITY SPORTS FIELD
5: COMMUNITY PARK
6: COMMUNITY GRAND PERGOLA
7: COMMUNITY PLAYGROUND
8: COMMUNITY PARK
9: COMMUNITY PARK
10: COMMUNITY PICKLEBALL COURTS
11: COMMUNITY PICNIC PAVILION



PROJECT NO. 2026-12

7583 SOUTH MAIN STREET - SUITE 100 - MIDVALE, UT 84047

ARCHITECTURE BELGIQUE, INC.

WAC - HIGHBURY NORTH

WEST VALLEY CITY, UTAH

Exhibit C - Amenities

P1.01
Schematic Site

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.

© 2026 ABI

PARKSIDE LOTS AREA CALCULATIONS

SITE AREA:	993,992 SqFt (22.82 Acres)	100%
BUILDING AREA:	167,644 SqFt (3.85 Acres)	17%
ROADS/DRIVEWAYS:	317,577 SqFt (7.29 Acres)	32%
OPEN/RECREATION:	508,791 SqFt (11.68 Acres)	51%

SINGLE FAMILY SOUTH AREA CACLULATIONS

SITE AREA:	185,330 SqFt (4.25 Acres)	100%
BUILDING AREA:	51,260 SqFt (1.18 Acres)	27%
ROADS/DRIVEWAYS:	21,909 SqFt (0.50 Acres)	12%
OPEN/RECREATION:	112,161 SqFt (2.57 Acres)	61%

FULL DEVELOPMENT AREA CACLULATIONS

SITE AREA:	1,179,322 SqFt (27.07 Acres)	100%
BUILDING AREA:	218,260 SqFt (5.02 Acres)	19%
ROADS/DRIVEWAYS:	339,466 SqFt (7.79 Acres)	29%
OPEN/RECREATION:	620,952 SqFt (14.26 Acres)	53%



PROJECT NO. 2026-12

7583 SOUTH MAIN STREET - SUITE 100 - MIDVALE, UT 84047

ARCHITECTURE BELGIQUE, INC.

WAC - HIGHBURY NORTH

WEST VALLEY CITY, UTAH

Exhibit C - Open Space

P1.02
Open Space Calcs

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.

© 2026 AB

Exhibit D

Exhibit D

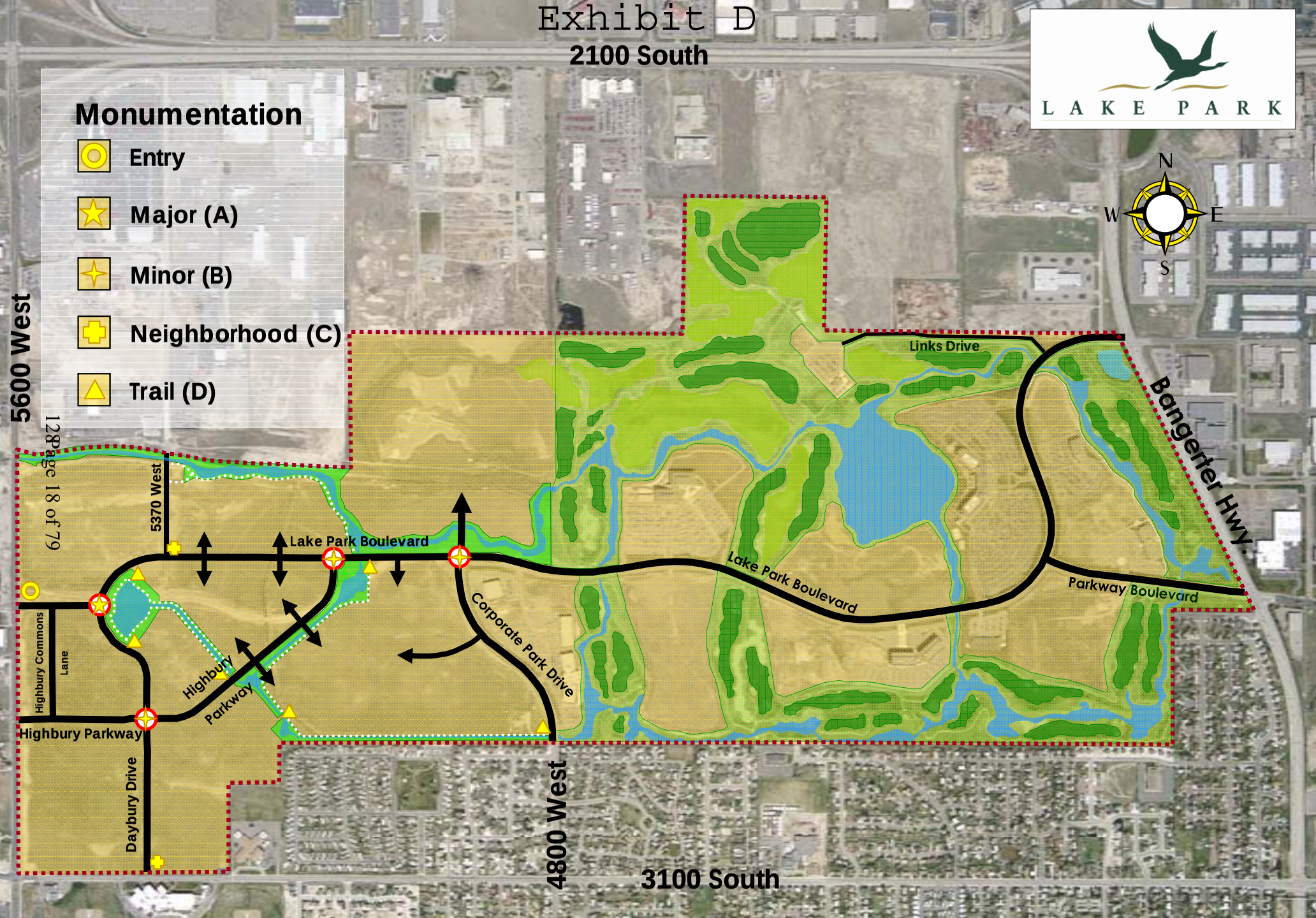
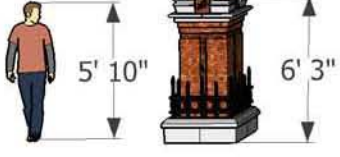

2100 South
LAKE PARK
Monumentation
Entry
Major (A)
Minor (B)
Neighborhood (C)
Trail (D)
N
W
E
S
5600 West
1280
Page 18 of 79
5370 West
Lake Park Boulevard
Links Drive
Bangerter Hwy.
Lake Park Boulevard
Parkway Boulevard
Corporate Park Drive
Highbury Commons
Lane
Highbury Parkway
Highbury Parkway
Daybury Drive
4800 West
3100 South

Exhibit D

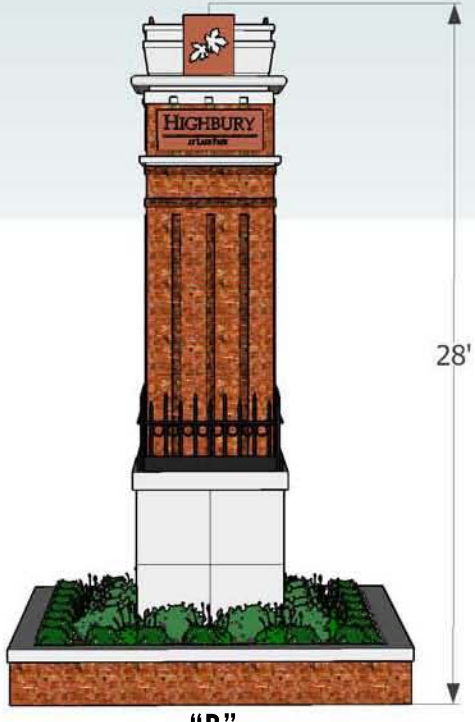
Community Monumentation



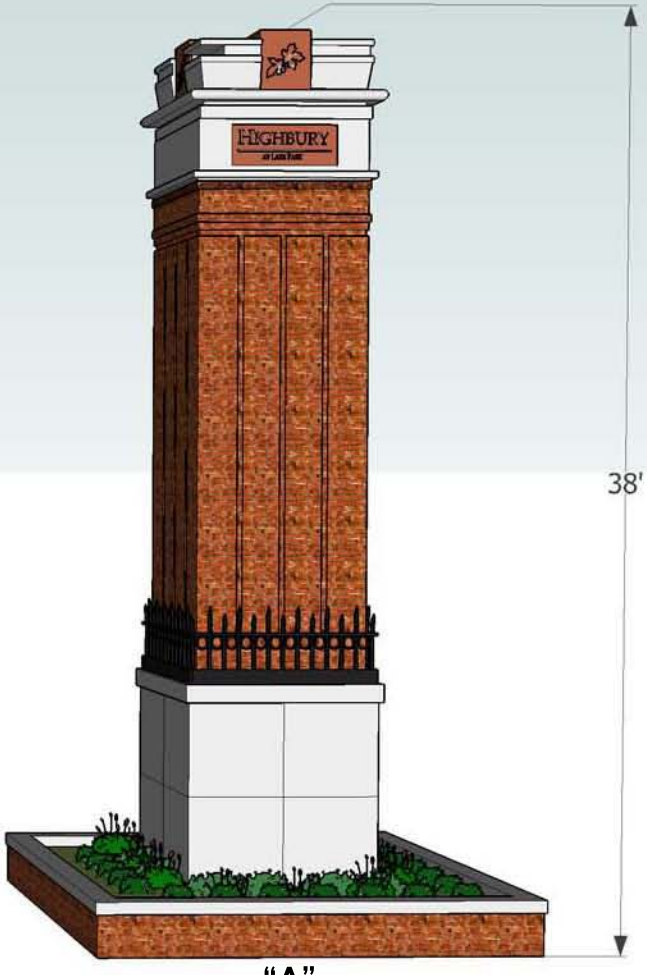
"D"



"C"

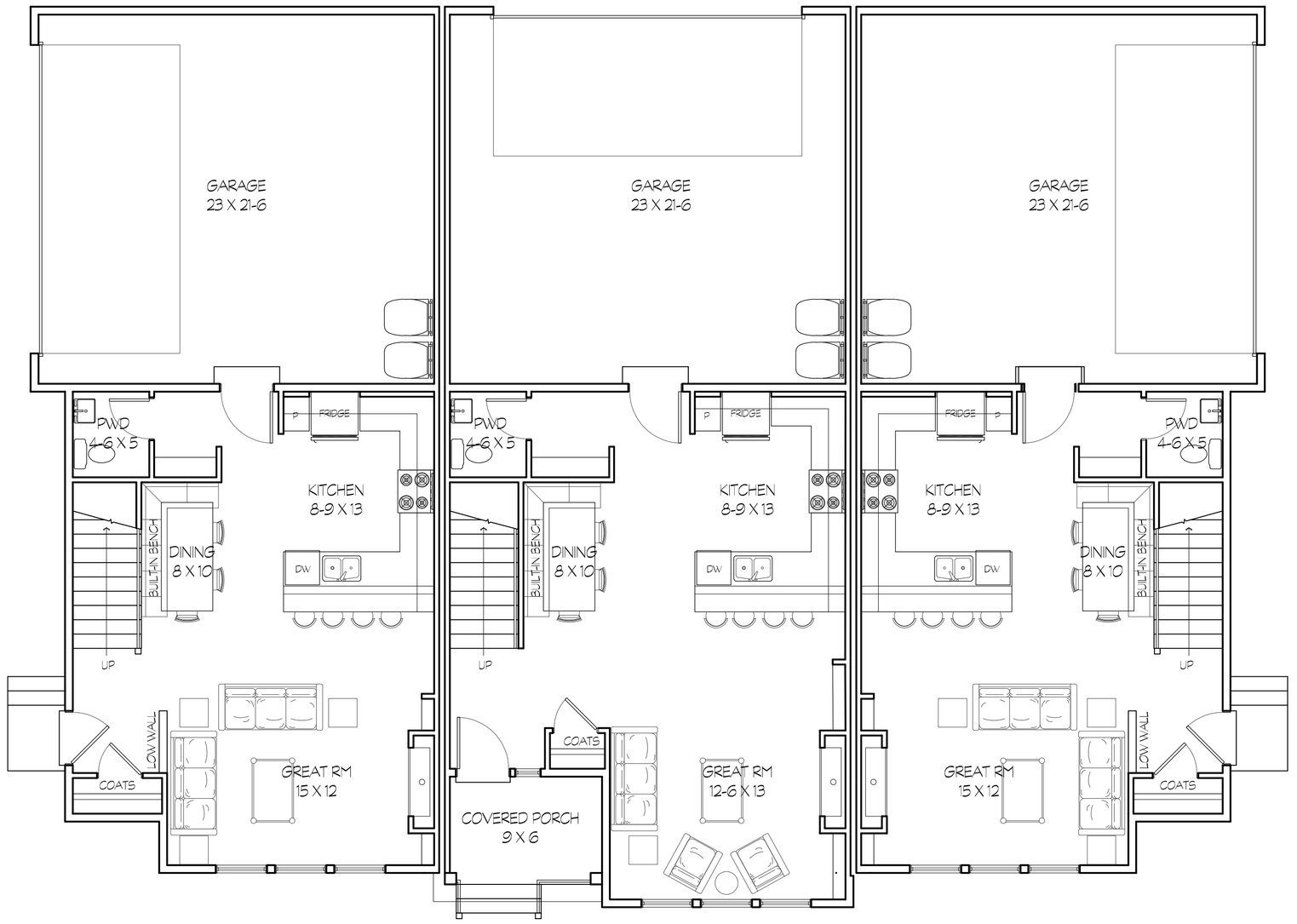


"B"



"A"

Exhibit E



TH1 LEVEL 1
1133 SqFt Gross (including garage)
566 SqFt Net (livable)

TH2 LEVEL 1
1232 SqFt Gross (including garage)
613 SqFt Net (livable)

TH1 LEVEL 1
1133 SqFt Gross (including garage)
566 SqFt Net (livable)



TH1 LEVEL 2
1133 SqFt Gross
1028 SqFt Net (livable)

TH2 LEVEL 2
1185 SqFt Gross
1072 SqFt Net (livable)

TH1 LEVEL 2
1133 SqFt Gross
1028 SqFt Net (livable)





3-PLEX TOWNHOME

RENDERINGS SHOWN FOR MATERIAL REPRESENTATION; COLORS SUBJECT TO CHANGE

PROJECT NO. 2026-12

7583 SOUTH MAIN STREET - SUITE 100 - MIDVALE, UT 84047

ARCHITECTURE BELGIQUE, INC.

WAC - HIGHBURY NORTH

WEST VALLEY CITY, UTAH

Exhibit E - Townhomes

P1.07
3-Plex Townhome A

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.

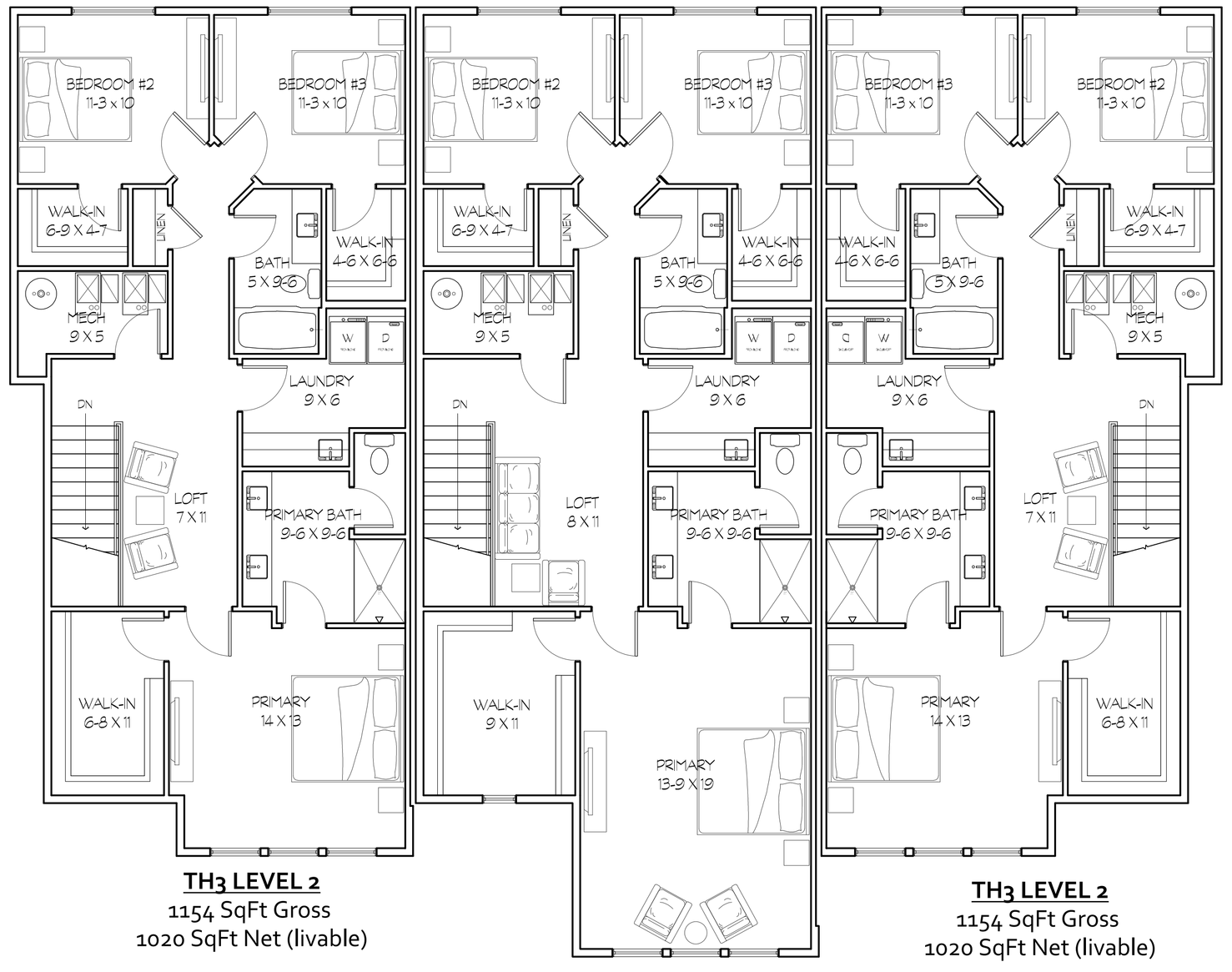
© 2026 ABI



TH1 LEVEL 3
1358 SqFt Gross (including garage & covered porch)
557 SqFt Net (livable)

TH4 LEVEL 1
1466 SqFt Gross (including garage & covered porch)
720 SqFt Net (livable)

TH1 LEVEL 3
1358 SqFt Gross (including garage & covered porch)
557 SqFt Net (livable)



TH3 LEVEL 2
1154 SqFt Gross
1020 SqFt Net (livable)

TH4 LEVEL 2
1267 SqFt Gross
1150 SqFt Net (livable)

TH3 LEVEL 2
1154 SqFt Gross
1020 SqFt Net (livable)



3-PLEX TOWNHOME

RENDERINGS SHOWN FOR MATERIAL REPRESENTATION; COLORS SUBJECT TO CHANGE

PROJECT NO. 2026-12

7583 SOUTH MAIN STREET - SUITE 100 - MIDVALE, UT 84047
ARCHITECTURE BELGIQUE, INC.

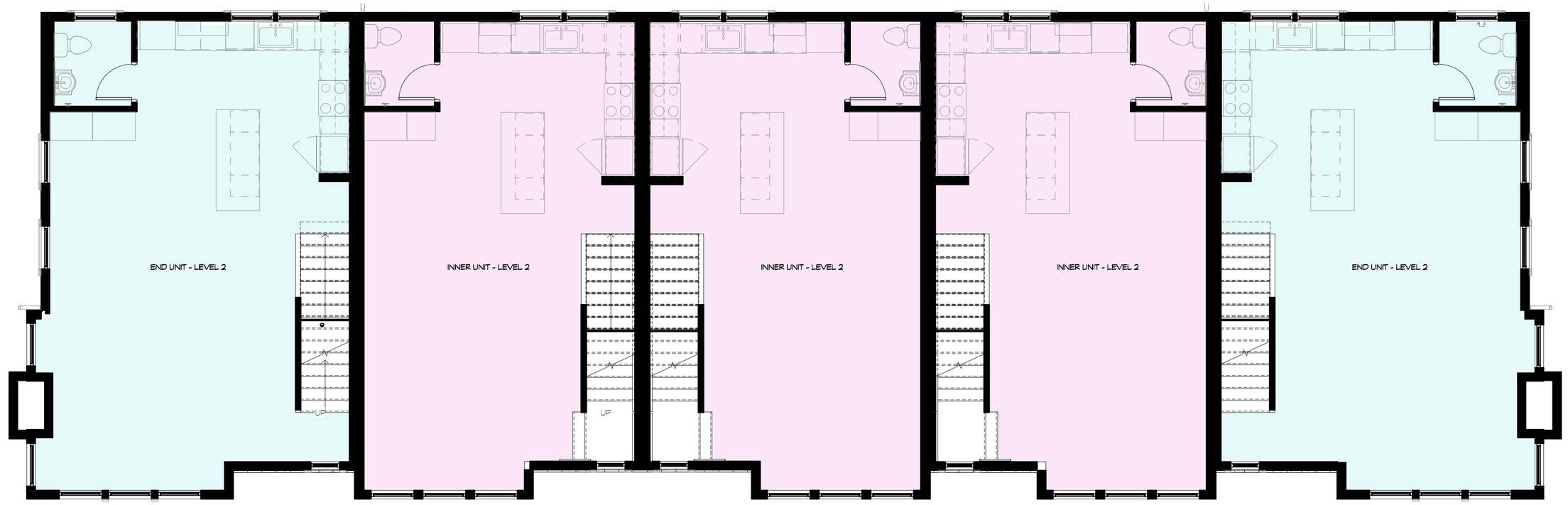
WAC - HIGHBURY NORTH

WEST VALLEY CITY, UTAH

Exhibit E - Townhomes

P1.08
3-Plex Townhome B

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.
© 2026 AB



UTH1 LEVEL 2
746 SqFt Gross (including garage)
682 SqFt Net (livable)

UTH2 LEVEL 2
662 SqFt Gross (including garage)
1613 SqFt Net (livable)

UTH2 LEVEL 2
662 SqFt Gross (including garage)
613 SqFt Net (livable)

UTH2 LEVEL 2
662 SqFt Gross (including garage)
613 SqFt Net (livable)

UTH1 LEVEL 2
746 SqFt Gross (including garage)
682 SqFt Net (livable)

UTH1 LEVEL 1
688 SqFt Gross (including garage)
123 SqFt Net (livable)

UTH2 LEVEL 1
627 SqFt Gross (including garage)
122 SqFt Net (livable)

UTH2 LEVEL 1
627 SqFt Gross (including garage)
122 SqFt Net (livable)

UTH2 LEVEL 1
627 SqFt Gross (including garage)
122 SqFt Net (livable)

UTH1 LEVEL 1
688 SqFt Gross (including garage)
123 SqFt Net (livable)

PROJECT NO. 2026-12

7583 SOUTH MAIN STREET - SUITE 100 - MIDVALE, UT 84047

ARCHITECTURE BELGIQUE, INC.

WAC - HIGHBURY NORTH

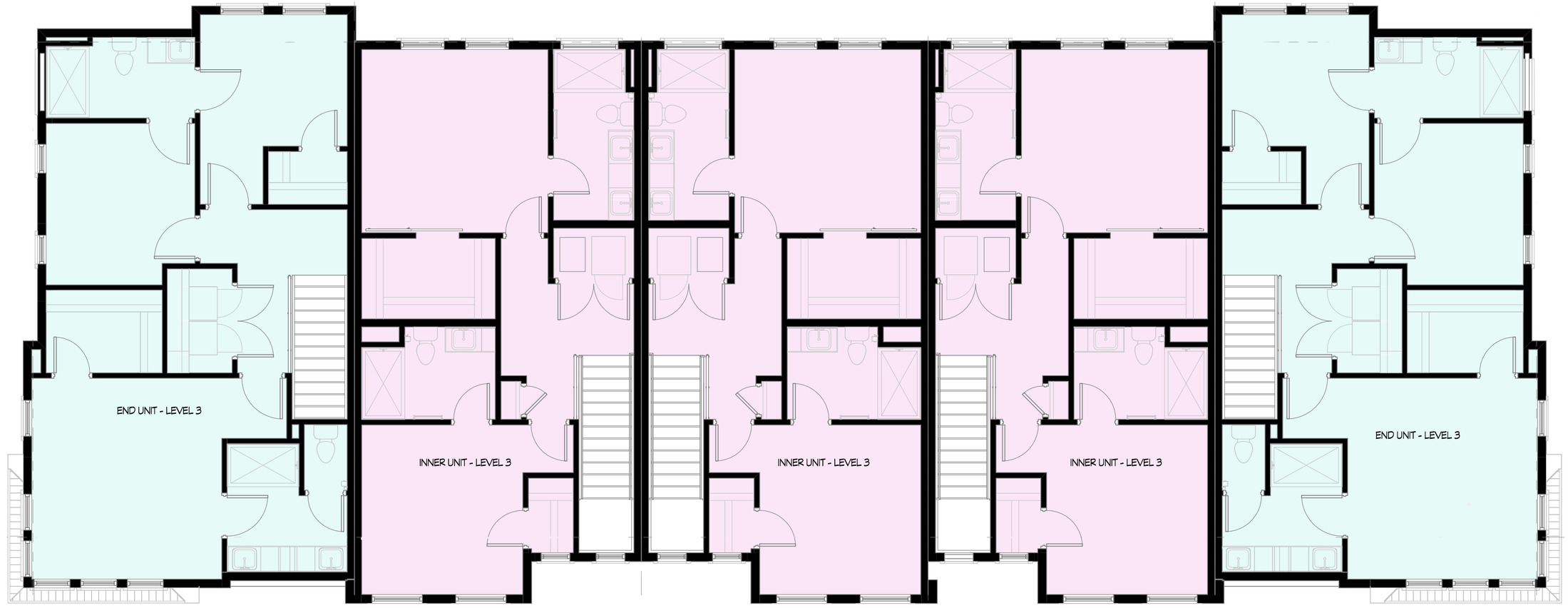
WEST VALLEY CITY, UTAH

Exhibit E - Townhomes

P1.09
Urban Townhome

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.

© 2026 ABI



UTH1 LEVEL 3
832 SqFt Gross (including garage)
771 SqFt Net (livable)

UTH2 LEVEL 3
720 SqFt Gross (including garage)
668 SqFt Net (livable)

UTH2 LEVEL 3
720 SqFt Gross (including garage)
668 SqFt Net (livable)

UTH2 LEVEL 3
720 SqFt Gross (including garage)
668 SqFt Net (livable)

UTH1 LEVEL 3
832 SqFt Gross (including garage)
771 SqFt Net (livable)





5-PLEX TOWNHOME

RENDERINGS SHOWN FOR MATERIAL REPRESENTATION; COLORS SUBJECT TO CHANGE

6-PLEX TOWNHOME

PROJECT NO. 2026-12

7583 SOUTH MAIN STREET - SUITE 100 - MIDVALE, UT 84047

ARCHITECTURE BELGIQUE, INC.

WAC - HIGHBURY NORTH

WEST VALLEY CITY, UTAH

Exhibit E - Townhomes

P1.10
Urban Townhome

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.

© 2026 ABI

IMAGES SHOWN TO HELP CONVEY DESIGN INTENT; IMAGES MAY NOT REFLECT ACTUAL MANUFACTURER STYLES, TEXTURES OR COLORS



SAMPLE BRICK OPTIONS FOR DESIGN INTENT

SAMPLE STONE OPTIONS FOR DESIGN INTENT

SAMPLE FIBER CEMENT SIDING OPTIONS FOR DESIGN INTENT

SAMPLESTUCCO FINISH OPTIONS FOR DESIGN INTENT

ARCHITECTURE BELGIQUE, INC.
7583 SOUTH MAIN STREET - SUITE 100 - MIDVALE, UT 84047

PROJECT NO. 2026-12

WAC - HIGHBURY NORTH

WEST VALLEY CITY, UTAH

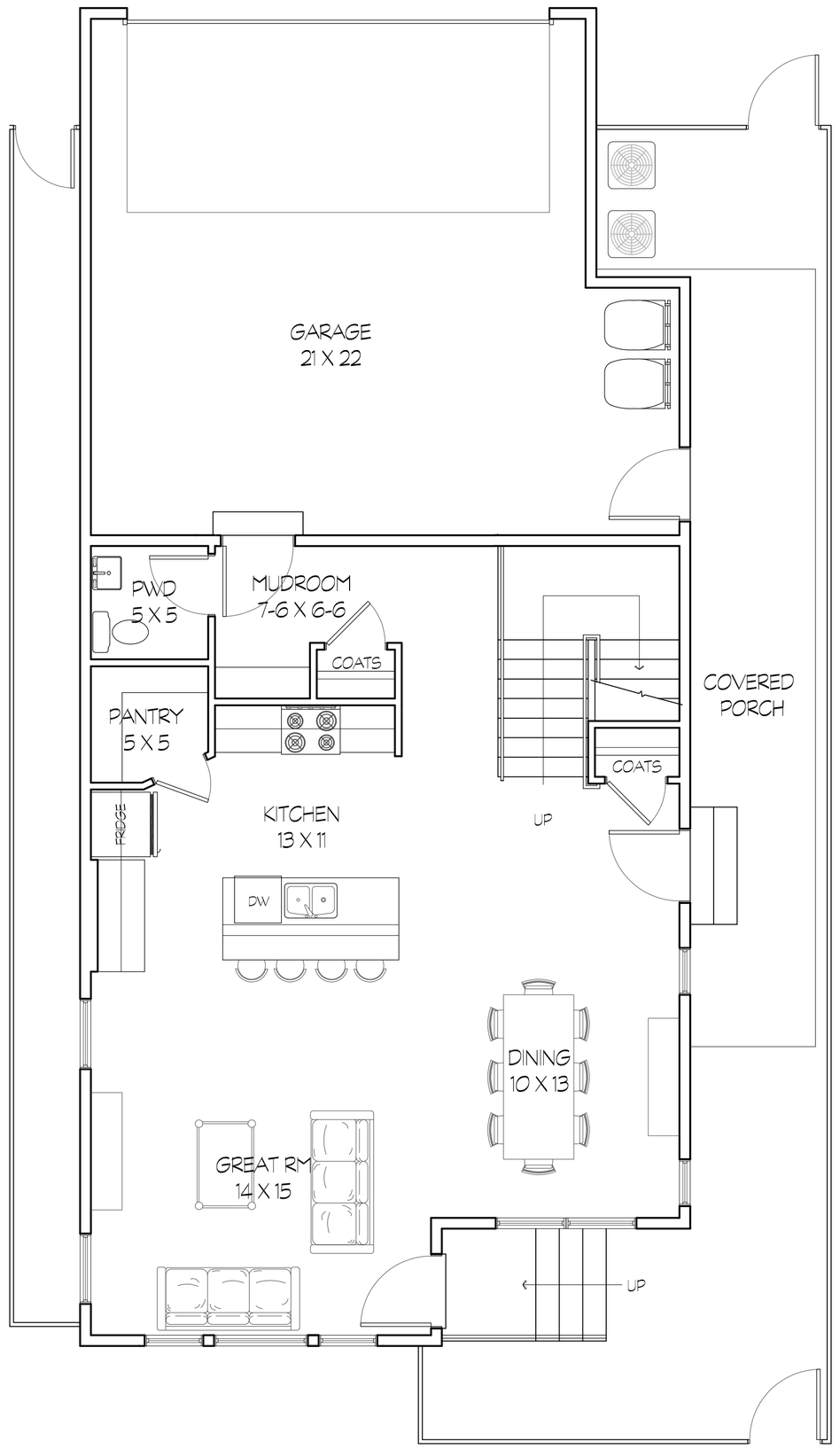
Exhibit E - Material List

P1.11
Material Samples

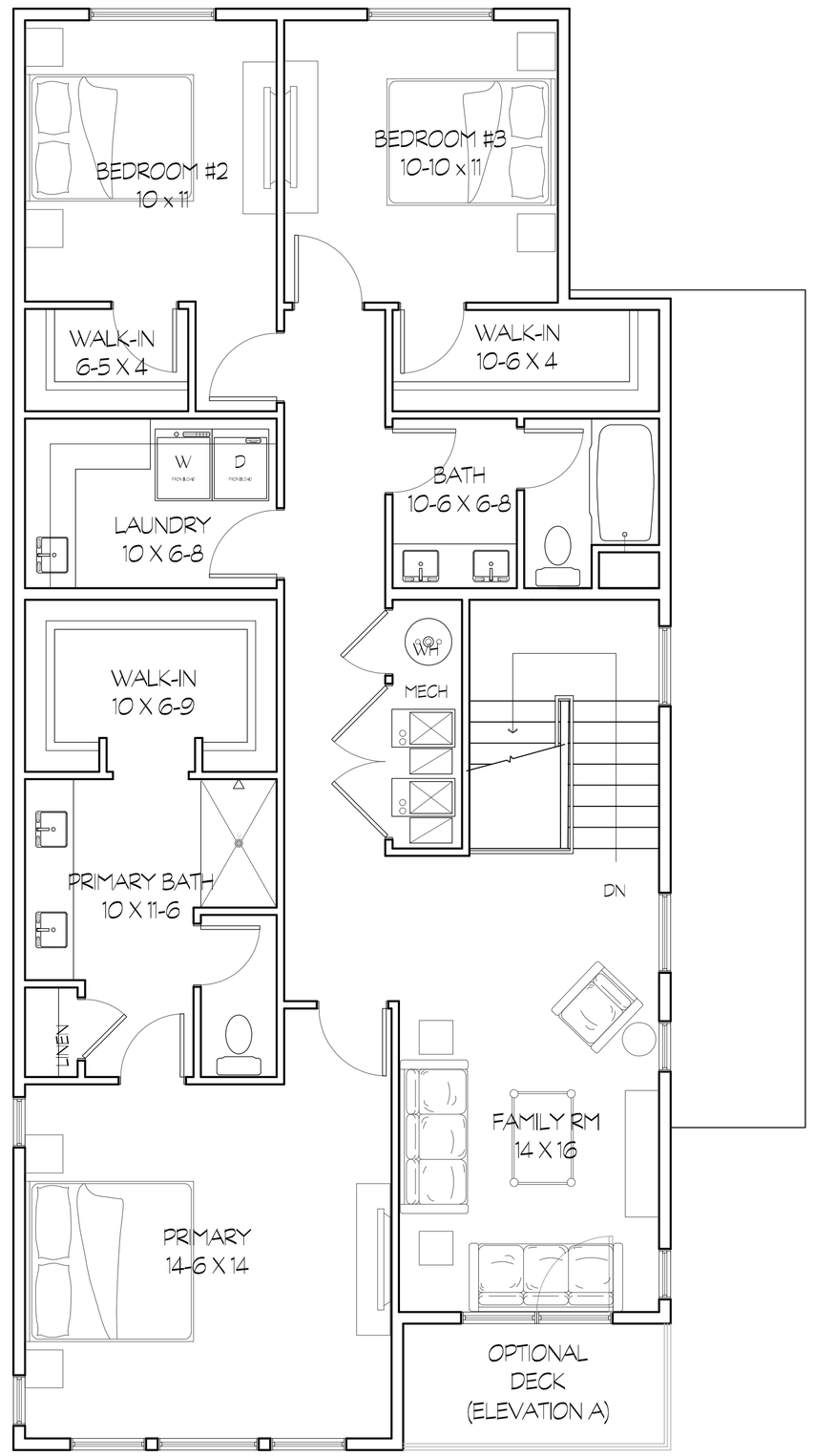
THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.

© 2026 AB

Exhibit F



PH1 LEVEL 1
1383 SqFt Gross (including garage)
790 SqFt Net (livable)



PH1 LEVEL 2
1383 SqFt Gross
1234 SqFt Net (livable)



RENDERINGS SHOWN FOR MATERIAL REPRESENTATION; COLORS SUBJECT TO CHANGE



PARKSIDE HOME - PH1

PROJECT NO. 2026-12

7583 SOUTH MAIN STREET - SUITE 100 - MIDVALE, UT 84047

ARCHITECTURE BELGIQUE, INC.

WAC - HIGHBURY NORTH

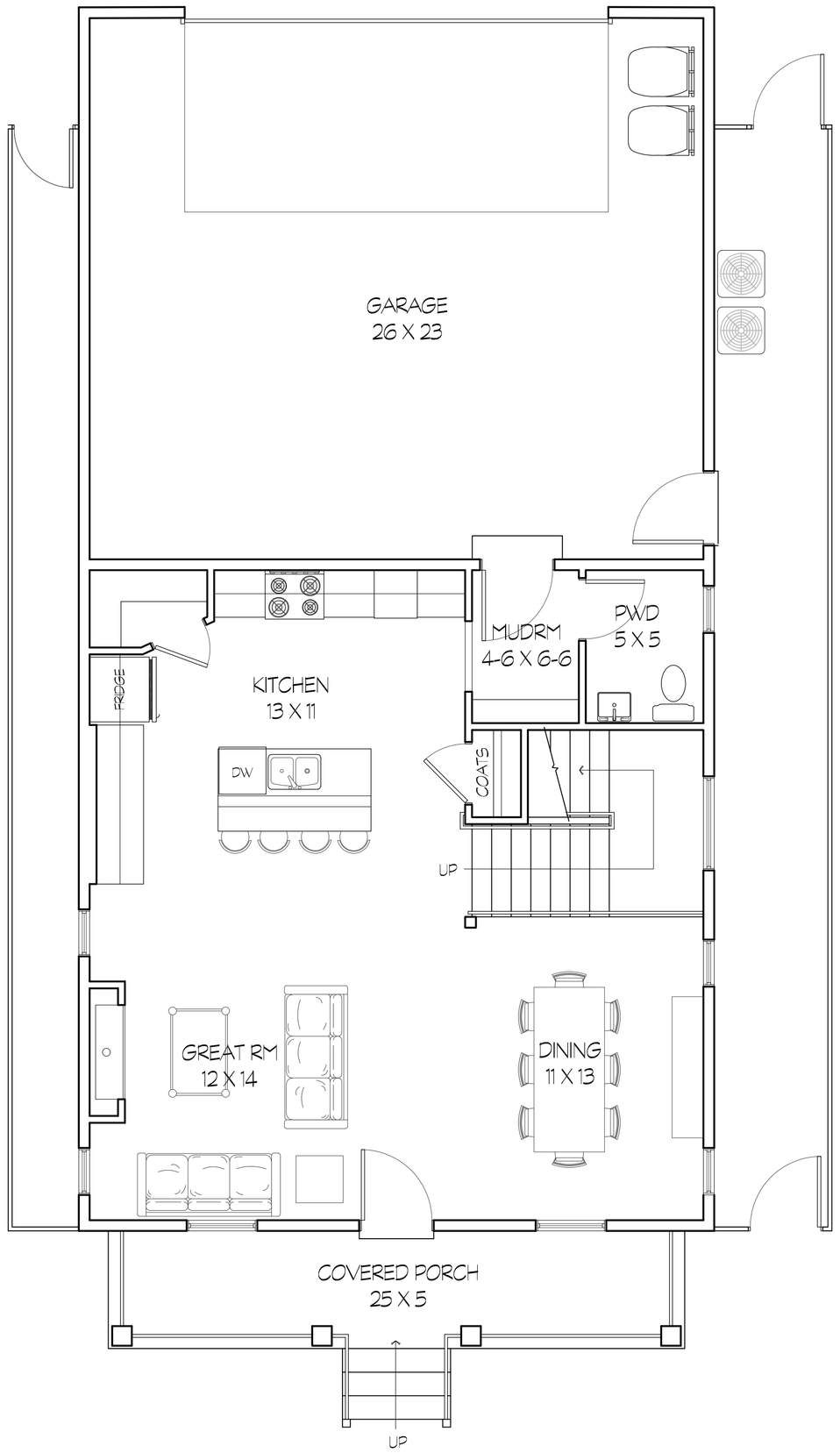
WEST VALLEY CITY, UTAH

Exhibit F - Interior Lot Homes

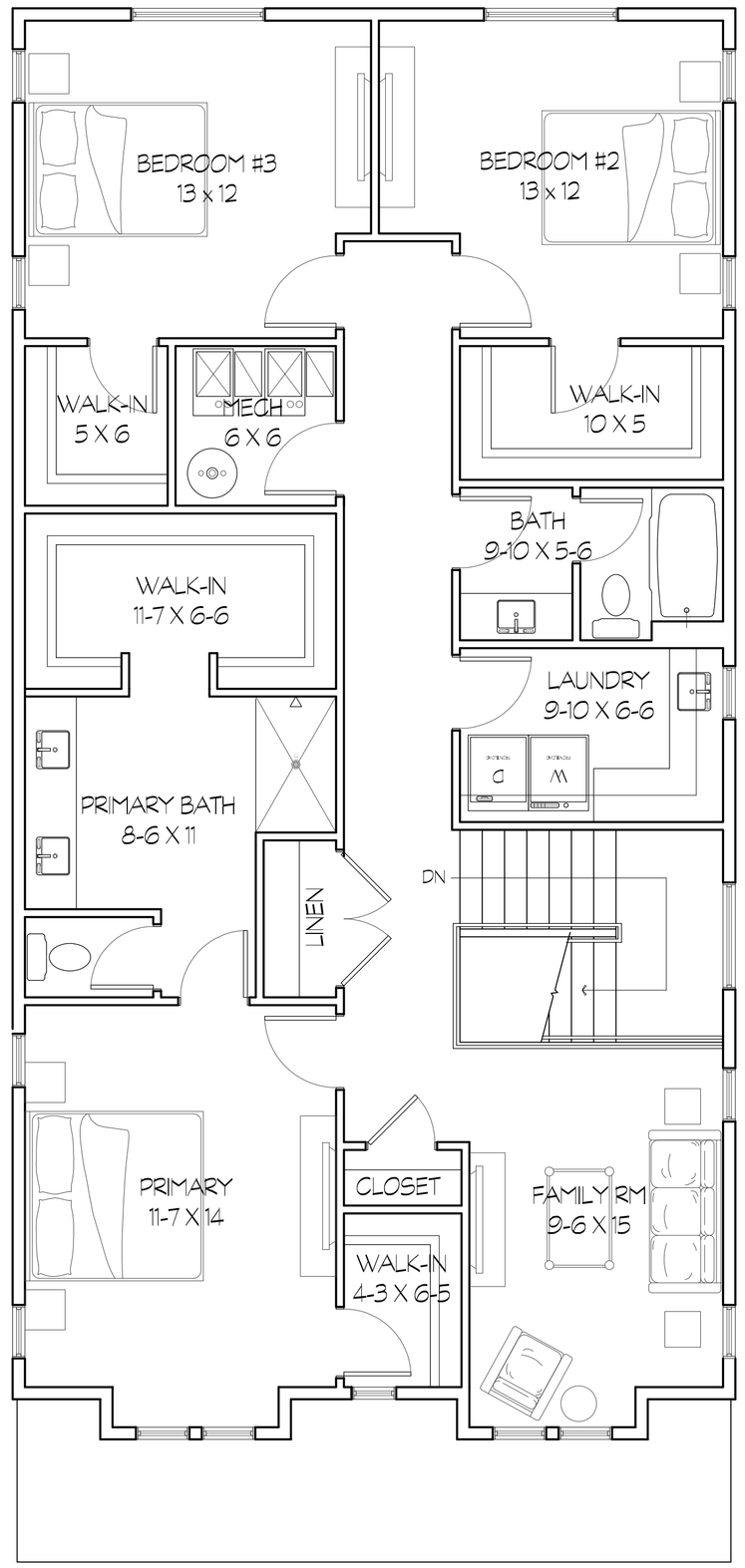
P1.03
Parkside PH1

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.

© 2026 AB



PH2 LEVEL 1
1527 SqFt Gross (including garage & porch)
720 SqFt Net (livable)



PH2 LEVEL 2
1425 SqFt Gross
1271 SqFt Net (livable)



RENDERINGS SHOWN FOR MATERIAL REPRESENTATION; COLORS SUBJECT TO CHANGE



PARKSIDE HOME - PH2

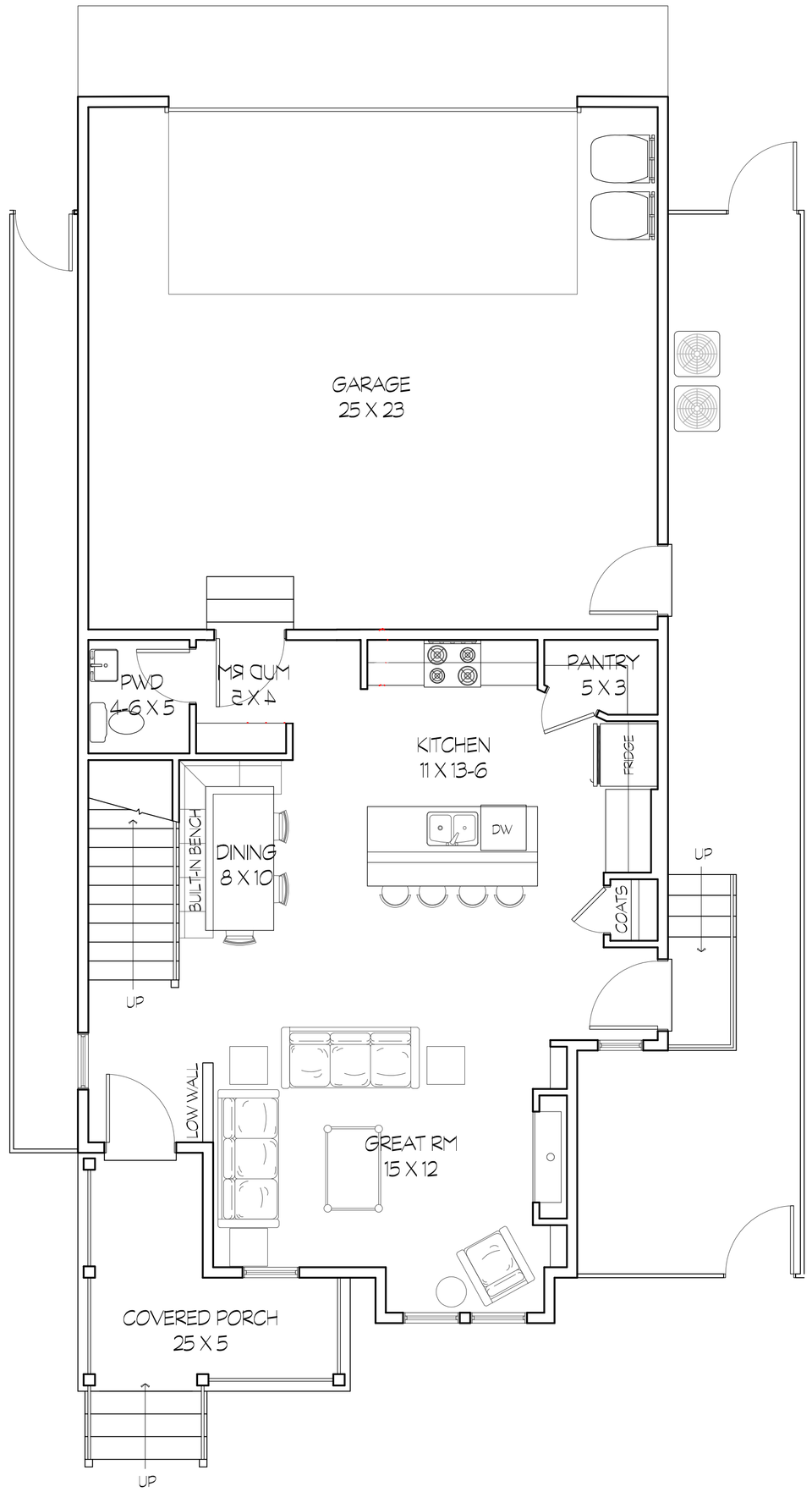
ARCHITECTURE BELGIQUE, INC.
7583 SOUTH MAIN STREET - SUITE 100 - MIDVALE, UT 84047
PROJECT NO. 2026-12

WAC - HIGHBURY NORTH
WEST VALLEY CITY, UTAH

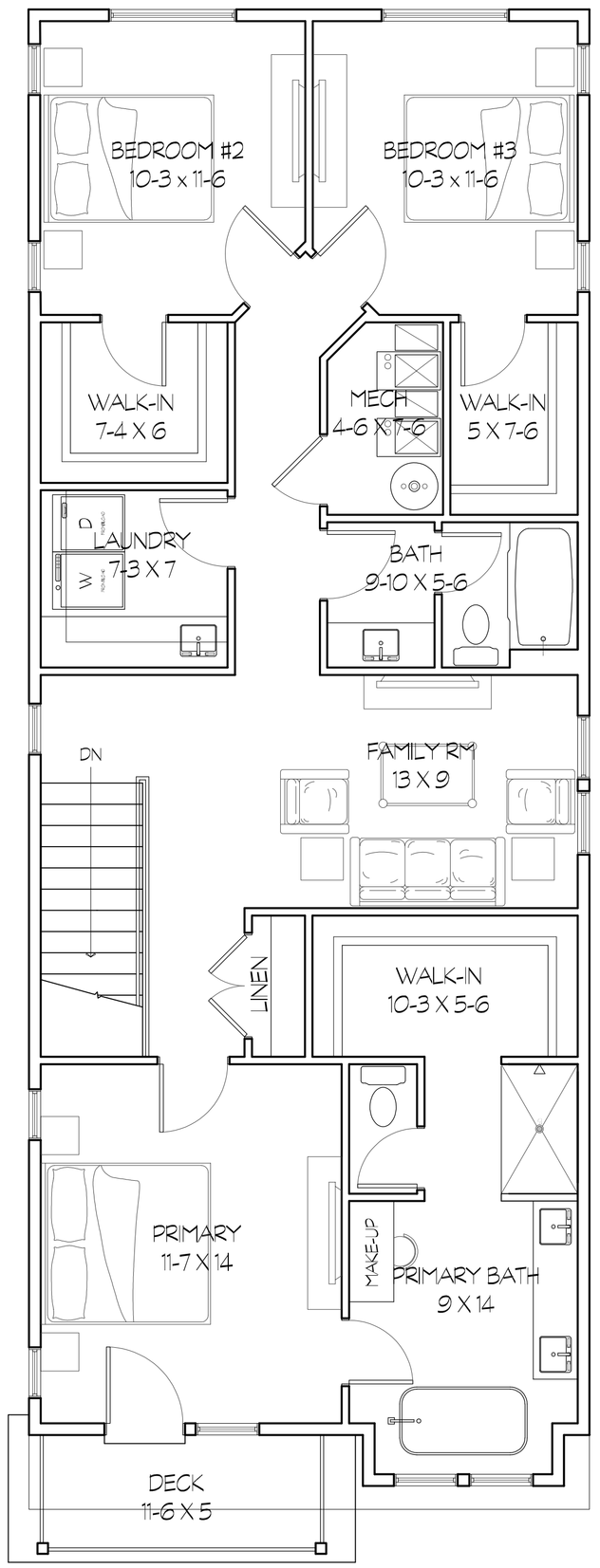
Exhibit F - Interior Lot Homes

P1.04
Parkside PH2

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.
© 2026 AB



PH3 LEVEL 1
1384 SqFt Gross (including garage & porch)
635 SqFt Net (livable)



PH3 LEVEL 2
1245 SqFt Gross
1130 SqFt Net (livable)



RENDERINGS SHOWN FOR MATERIAL REPRESENTATION; COLORS SUBJECT TO CHANGE



PARKSIDE HOME - PH3

ARCHITECTURE BELGIQUE, INC.
7583 SOUTH MAIN STREET - SUITE 100 - MIDVALE, UT 84047

PROJECT NO. 2026-12

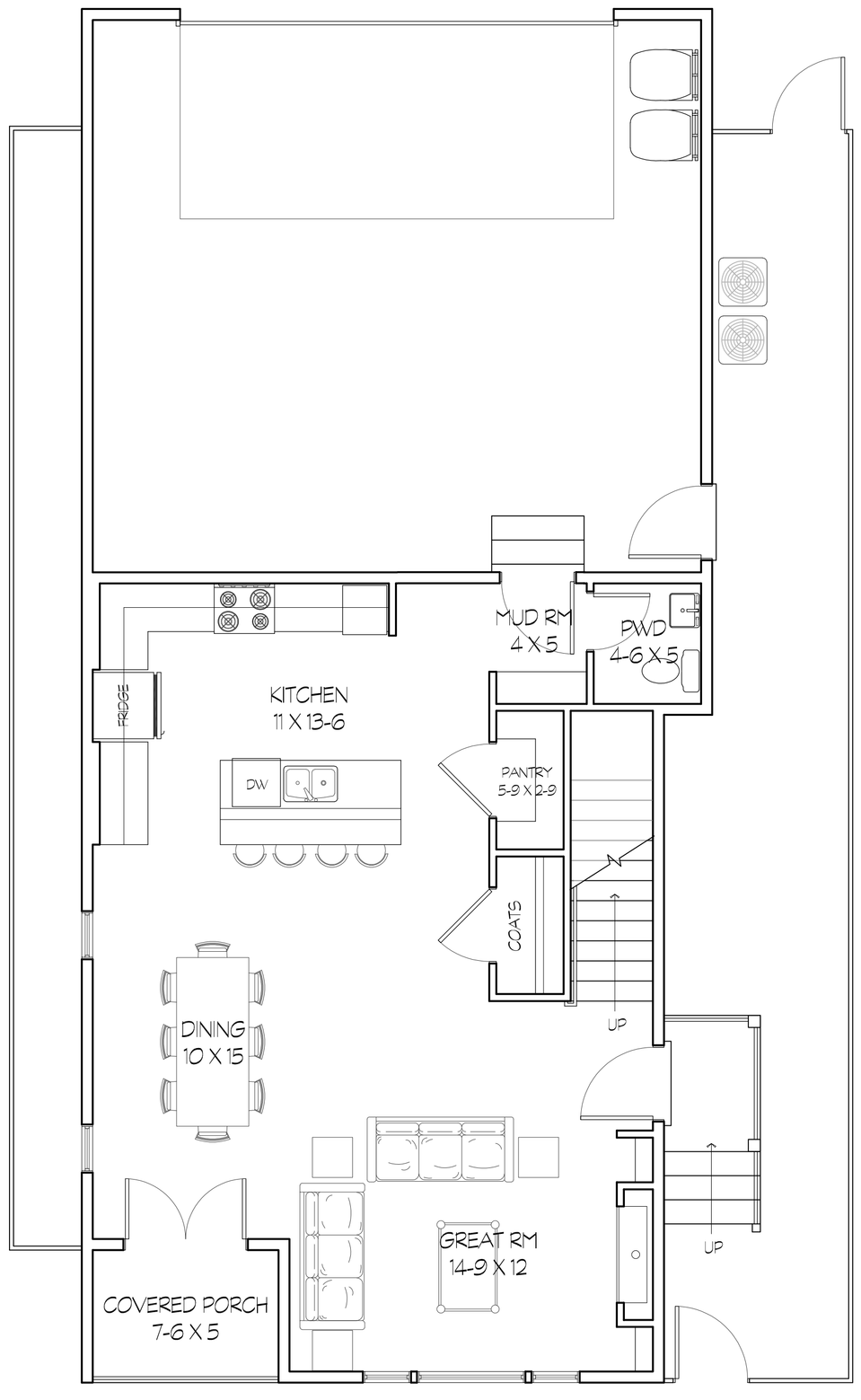
WAC - HIGHBURY NORTH

WEST VALLEY CITY, UTAH

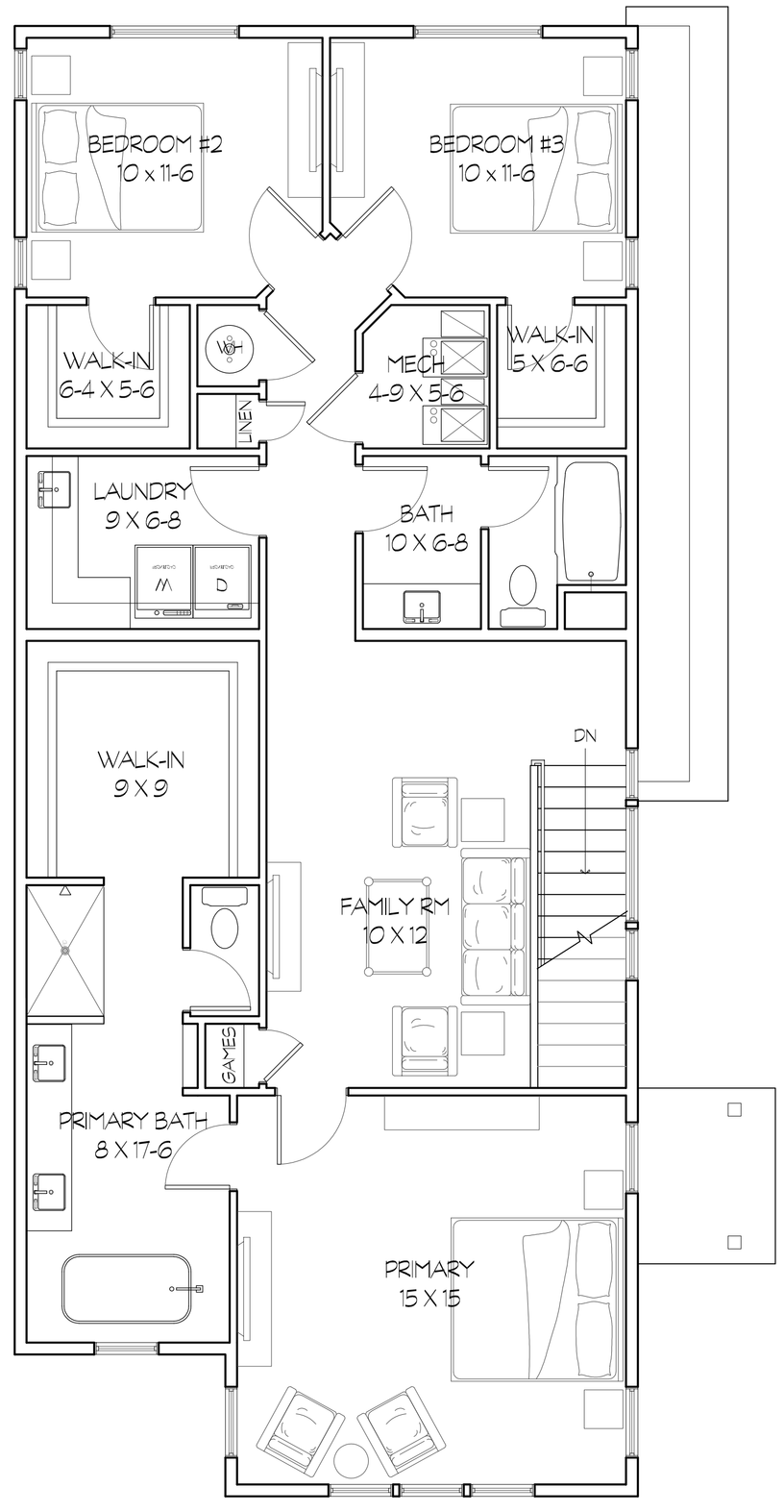
Exhibit F - Interior Lot Homes

P1.05
Parkside PH3

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.
© 2026 ABI



PH4 LEVEL 1
1436 SqFt Gross (including garage & porch)
725 SqFt Net (livable)



PH4 LEVEL 2
1333 SqFt Gross
1216 SqFt Net (livable)



RENDERINGS SHOWN FOR MATERIAL REPRESENTATION; COLORS SUBJECT TO CHANGE



PARKSIDE HOME - PH4

ARCHITECTURE BELGIQUE, INC.
7583 SOUTH MAIN STREET - SUITE 100 - MIDVALE, UT 84047

PROJECT NO. 2026-12

WAC - HIGHBURY NORTH

WEST VALLEY CITY, UTAH

Exhibit F - Interior Lot Homes

P1.06
Parkside PH4

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.

© 2026 ABI

IMAGES SHOWN TO HELP CONVEY DESIGN INTENT; IMAGES MAY NOT REFLECT ACTUAL MANUFACTURER STYLES, TEXTURES OR COLORS



SAMPLE BRICK OPTIONS FOR DESIGN INTENT

SAMPLE STONE OPTIONS FOR DESIGN INTENT

SAMPLE FIBER CEMENT SIDING OPTIONS FOR DESIGN INTENT

SAMPLESTUCCO FINISH OPTIONS FOR DESIGN INTENT

ARCHITECTURE BELGIQUE, INC.
7583 SOUTH MAIN STREET - SUITE 100 - MIDVALE, UT 84047

PROJECT NO. 2026-12

WAC - HIGHBURY NORTH

WEST VALLEY CITY, UTAH

Exhibit F - Material List

P1.11
Material Samples

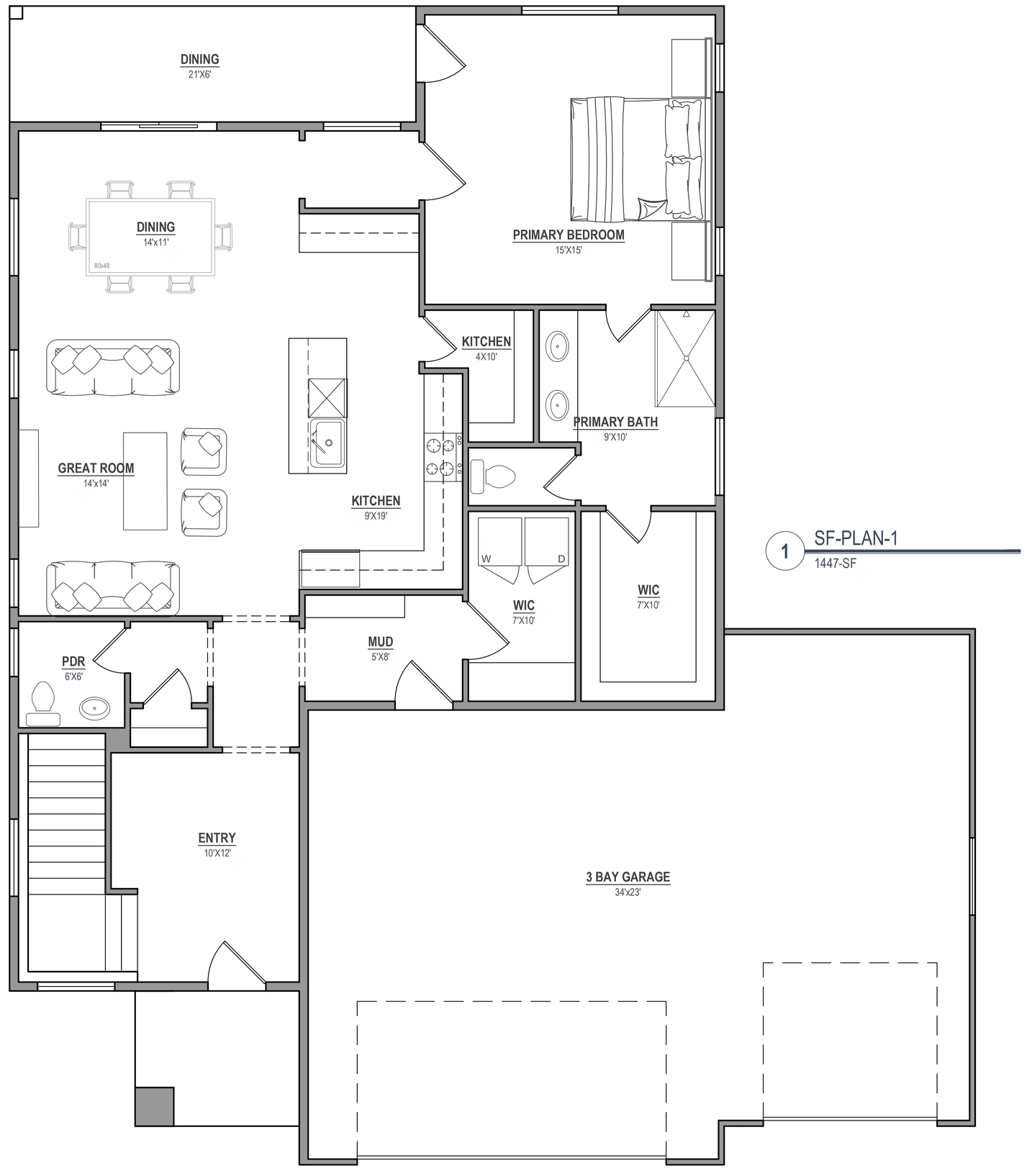
THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.
© 2026 AB

Exhibit G

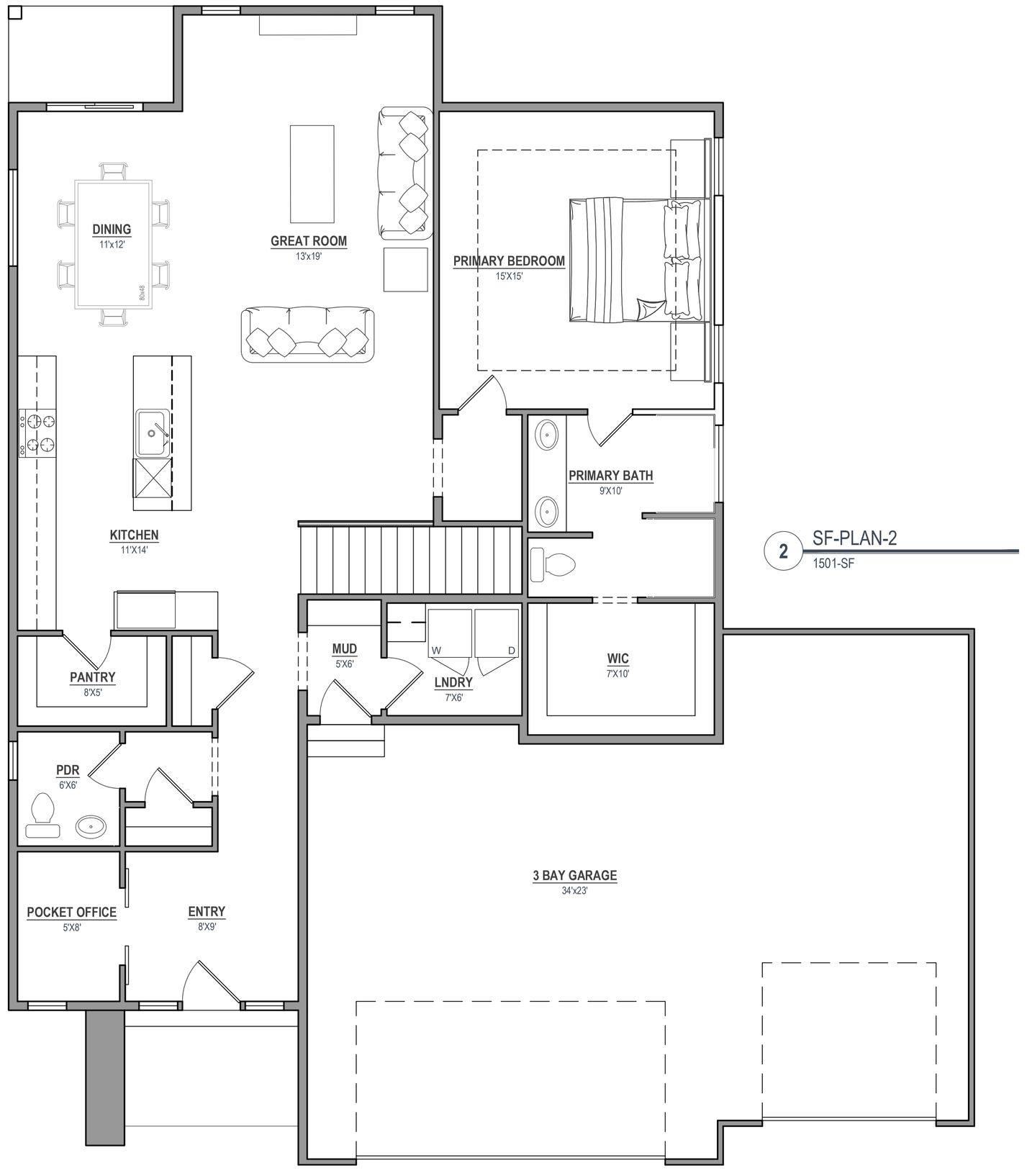
NEIGHBORHOOD HOMES







1 SF-PLAN-1
1447-SF



2 SF-PLAN-2
1501-SF

JEFF ADAMS DESIGN, LLC
1314 W 11400 S #200
SOUTH JORDAN, UT 84095
801-878-6244

THESE PLANS ARE ONLY PERMITTED FOR USE UNDER THE FOLLOWING CONDITIONS AND RESTRICTIONS:

1- THE GENERAL CONTRACTOR AND/OR OWNER, AS PART OF THE DESIGN TEAM, ARE TO ENSURE THE DRAWING CORRECTNESS PRIOR TO THE START OF CONSTRUCTION.
2- CONTRACTOR IS RESPONSIBLE FOR ALL PLAN CHANGES DURING THE COURSE OF CONSTRUCTION, AND WILL BE RESPONSIBLE FOR COORDINATING DEVIATIONS FROM THESE PLANS WITH THE APPROPRIATE PROFESSIONAL, SUCH AS, CITY BUILDING OFFICIAL, DESIGNER, STRUCTURAL ENGINEER, ETC.
3- CONTRACTOR IS TO ENSURE THAT ALL NATIONAL, STATE, AND LOCAL CODES AND ORDINANCES ARE FOLLOWED IN THE STRICTEST COMPLIANCE.
4- NO SHEET OR DETAIL SHALL BE USED INDEPENDENTLY FROM THE APPROVED DRAWING SET.
5- CONTRACTOR SHALL CONSULT DESIGNER, AT ANY POINT DURING CONSTRUCTION, ABOUT A PLAN ERROR, OMISSION, CONFLICT, OR REQUEST ADDITIONAL INFORMATION BEFORE PROCEEDING FURTHER.

THESE ITEMS ARE IN PLACE TO PROVIDE A CLEAR UNDERSTANDING OF CONTRACTOR AND OWNER RESPONSIBILITY AND TO HOLD THE DESIGNER AND/OR DRAFTER HARMLESS OF ANY FINANCIAL OR LEGAL LIABILITY RESULTING FROM ERRORS IN THESE DRAWINGS.

COPYRIGHT JEFF ADAMS DESIGN, LLC ©2026 ALL RIGHTS RESERVED - NO REPRODUCTION IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION.

PLAN NAME:
HIGHBURY NORTH

ADDRESS:
WEST VALLEY, UT

SUBDIVISION:
SINGLE FAMILY SOUTH

LOT #:
LOT #

DATE:
2026-06-19

JAD PROJECT NUMBER:
2026-1653

SET:
CONCEPT

SHEET NAME:
MAIN LEVEL FLOOR PLAN CONCEPT

SHEET NUMBER:
A1

COPYRIGHT JEFF ADAMS DESIGN, LLC ©2026 ALL RIGHTS RESERVED - NO REPRODUCTION IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION.

Exhibit G - Exterior Lot Homes

IMAGES SHOWN TO HELP CONVEY DESIGN INTENT: IMAGES MAY NOT REFLECT ACTUAL MANUFACTURER STYLES, TEXTURES OR COLORS



SAMPLE BRICK OPTIONS FOR DESIGN INTENT

SAMPLE STONE OPTIONS FOR DESIGN INTENT

SAMPLE FIBER CEMENT OPTIONS FOR DESIGN INTENT

SAMPLE STUCCO OPTIONS FOR DESIGN INTENT

SAMPLE COMPOSITE WOOD SIDING OPTIONS FOR DESIGN INTENT

COPYRIGHT JEFF ADAMS DESIGN, LLC ©2026 ALL RIGHTS RESERVED - NO REPRODUCTION IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION.

JEFF ADAMS DESIGN, LLC
1314 W 11400 S #200
SOUTH JORDAN, UT 84095
801-878-6244

THESE PLANS ARE ONLY PERMITTED FOR USE UNDER THE FOLLOWNG CONDITIONS AND RESTRICTIONS:

1- THE GENERAL CONTRACTOR AND/OR OWNER, AS PART OF THE DESIGN TEAM, ARE TO ENSURE THE DRAWING CORRECTNESS PRIOR TO THE START OF CONSTRUCTION.
2- CONTRACTOR IS RESPONSIBLE FOR ALL PLAN CHANGES DURING THE COURSE OF CONSTRUCTION, AND WILL BE RESPONSIBLE FOR COORDINATING DEVIATIONS FROM THESE PLANS WITH THE APPROPRIATE PROFESSIONAL, SUCH AS, CITY BUILDING OFFICIAL, DESIGNER, STRUCTURAL ENGINEER, ETC.
3- CONTRACTOR IS TO ENSURE THAT ALL NATIONAL, STATE, AND LOCAL CODES AND ORDINANCES ARE FOLLOWED IN THE STRICTEST COMPLIANCE.
4- NO SHEET OR DETAIL SHALL BE USED INDEPENDENTLY FROM THE APPROVED DRAWING SET.
5- CONTRACTOR SHALL CONSULT DESIGNER, AT ANY POINT DURING CONSTRUCTION, ABOUT A PLAN ERROR, OMISSION, CONFLICT, OR REQUEST ADDITIONAL INFORMATION BEFORE PROCEEDING FURTHER.

THESE ITEMS ARE IN PLACE TO PROVIDE A CLEAR UNDERSTANDING OF CONTRACTOR AND OWNER RESPONSIBILITY AND TO HOLD THE DESIGNER AND/OR DRAFTER HARMLESS OF ANY FINANCIAL OR LEGAL LIABILITY RESULTING FROM ERRORS IN THESE DRAWINGS.

COPYRIGHT JEFF ADAMS DESIGN, LLC ©2026 ALL RIGHTS RESERVED - NO REPRODUCTION IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION.

PLAN NAME:

ADDRESS:
WEST VALLEY, UT

SUBDIVISION:

LOT #:
LOT #

DATE:
2026-06-19

JAD PROJECT NUMBER:
XXXX-XXXX

SET:
CONSTRUCTION DOCUMENTS

SHEET NAME:

SHEET NUMBER:
A1

Exhibit G - Material List

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this 9th day of December, 20 08, by and between Ivory Development, LLC, (herein "Developer") for land to be included in or affected by a project located between 3100 South and Lake Park Blvd., and east of Daybury Drive, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City"); and

RECITALS:

WHEREAS, Developer owns approximately 98 acres of real property located within the City limits of West Valley City, Utah as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a planned unit development (PUD) between 3100 South and Lake Park Blvd. and east of Daybury Drive (herein the "Project"); and

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

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

WHEREAS, The City, acting pursuant to its authority under UTAH CODE ANNOTATED § 10-9-101, et seq., and its ordinances, resolutions, and regulations and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

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

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

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

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

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

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

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

7. **No Joint Venture, Partnership or Third Party Rights**. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

8. **Integration**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

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

TO: Ivory Development, LLC
Attn: Chris Gamvroulas
978 East Woodoak Ln.
Salt Lake City, UT 84117
Developer Office Phone: 801-747-7027
Developer Cell Phone: 801-550-4548
Developer Fax: 801-747-7091
Developer E-mail: chrisg@ivorydevelopment.com

TO: West Valley City
Wayne Pyle, City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

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

10. **Law**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah.

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

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

WEST VALLEY CITY

Dennis J Nordfelt
MAYOR

ATTEST:

Sheri McKendrick
CITY RECORDER



APPROVED AS TO FORM
WVC Attorney's Office
By:
Date: 11/4/08

DEVELOPER

By: _____
Christopher P. Gamvroulas

Title: President

State of Utah)
:ss
County of Salt Lake)

On this 15 day of January, 2009, personally appeared before me Christopher P. Gamvroulas, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the President, of Ivory Development, LLC, limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

_____
Notary Public

BIRK R. WOLFGRAMM
NOTARY PUBLIC-STATE OF UTAH
1996 E. 6400 S. #120
SALT LAKE CITY, UT 84121
COMM. EXP. 10-08-2011

Exhibit A

AREA 1: PLAT B RESIDENTIAL

Beginning at a point S89°53'12"W 520.00 feet along the Section Line and N00°04'43"W 40.00 feet from the Center of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence S89°53'12"W 748.50 feet; thence Northwesterly 31.46 feet along the arc of a 20.00 foot radius curve to the right, chord bears N45°03'24"W 28.31 feet; thence North 1271.98 feet; thence Northwesterly 39.96 feet along the arc of a 112.50 foot radius curve to the left, chord bears N10°10'31"W 39.75 feet; thence Northeasterly 59.13 feet along the arc of a 70.00 foot radius curve to the right, chord bears N03°51'01"E 57.39 feet; thence N28°03'03"E 5.22 feet; thence Northeasterly 88.41 feet along the arc of a 112.50 foot radius curve to the right, chord bears N50°33'51"E 86.15 feet; thence N73°04'39"E 1.58 feet; thence Northeasterly 67.94 feet along the arc of a 230.00 foot radius curve to the right, chord bears N81°32'19"E 67.69 feet; thence East 52.04 feet; thence Northeasterly 344.67 feet along the arc of a 492.50 foot radius curve to the left, chord bears N69°57'03"E 337.68 feet; thence N49°54'06"E 432.67 feet; thence S72°55'42"E 123.17 feet; thence S40°05'54"E 480.97 feet; thence S49°54'06"W 90.50 feet; thence S41°59'09"E 140.45 feet; thence S00°04'43"E 412.09 feet; thence S89°53'12"W 520.00 feet; thence S00°04'43"E 871.20 feet to the point of beginning.

AREA 2: PLAT C RESIDENTIAL

A parcel of land located in the Southeast Quarter of Section 24 and the North Half of Section25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point North 89°48'31" East 605.97 feet along the north line of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian from the North Quarter Corner of said Section 25, and thence North 49°53'47" East 27.31 feet; thence North 59°38'00" East 172.65 feet to a point of tangency of a 200.00 foot radius curve to the left; thence Northeasterly 208.16 feet along said curve through a central angle of 59°38'00" and a long chord of North 29°49'00" East 198.89feet; thence North 133.27 feet to the southerly right-of-way line of Lake Park Boulevard; thence along said southerly line the following seven courses: 1) East 590.15 feet to a point of tangency of a 164.50 foot radius curve to the left, 2) Easterly 39.58 feet along said curve through a central angle of 13°47'09" and a long chord of North 83°06'26" East 39.48 feet, 3) North 76°12'51" East 83.05 feet to a point of tangency of a 50.50 foot radius curve to the right, 4) Easterly 49.23 feet along said curve through a central angle of 55°51'07" and a long chord of South 75°51'35" East 47.30 feet, 5) South 47°56'02" East 28.65 feet to a point of tangency of a 135.50 foot radius curve to the right, 6) Southeasterly 70.70 feet along said curve through a central angle of 29°53'38" and a long chord of South 32°59'13" East 69.90 feet and 7) South 18°02'24" East 112.80 feet to the westerly right-of-way line of Corporate Park Drive and a point on the arc of a 940.00 foot radius non-tangent curve to the left, the center of which bears North 85°29'42" East; thence along said westerly line Southerly 554.00 feet along said curve through a central angle of 33°46'06" and a long chord of South 21°23'21" East 546.02 feet to a

point of reverse curvature of a 15.00 foot radius curve to the right; thence Southerly 23.45 feet along said curve through a central angle of 89°34'10" and a long chord of South 06°30'41" West 21.13 feet; thence South 51°17'47" West 71.17 feet to a point of tangency of a 646.00 foot radius curve to the right; thence Westerly 436.48 feet along said curve through a central angle of 38°42'46" and a long chord of South 70°39'10" West 428.22feet; thence North 89°59'27" West 58.31feet; thence South 00°00'33" West 764.65 feet; thence South 89°50'49" West 1,180.20 feet to a point of tangency of a 100.00 foot radius curve to the right; thence Northwesterly 87.36 feet along said curve through a central angle of 50°03'17" and a long chord of North 65°07'32" West 84.61 feet; thence North 40°05'54" West 565.48 feet to a point of tangency of a 40.00 foot radius curve to the right; thence Northerly 62.34 feet along said curve through a central angle of 89°17'33" and a long chord of North 04°32'53" East 56.22 feet; thence North 49°11'40" East 30.52 feet; thence North 40°05'54" West 23.28 feet; thence North 49°53'47" East 1,060.31 feet to the POINT OF BEGINNING. Said parcel contains 2,211,641 square feet or 50.77 acres, more or less.

AREA 3: PLAT C WATERWAYS

A parcel of land located in the Southeast Quarter of Section 24 and the North Half of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point North 89°48'31" East 605.97 feet along the north line of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian from the North Quarter Corner of said Section 25, and thence North 49°53'47" East 27.31 feet; thence North 59°38'00" East 172.65 feet to a point of tangency of a 200.00 foot radius curve to the left; thence Northeasterly 208.16 feet along said curve through a central angle of 59°38'00" and a long chord of North 29°49'00" East 198.89 feet; thence North 133.27 feet to the southerly right-of-way line of Lake Park Boulevard and a point on the arc of a 185.50 foot radius non-tangent curve to the left, the center of which bears South; thence along said southerly line the following three courses: 1) Westerly 36.39 feet along said curve through a central angle of 11°14'22" and a long chord of South 84°22'49" West 36.33 feet, 2) South 78°45'38" West 253.11 feet to a point of tangency of a 50.00 foot radius curve to the left and 3) Westerly 42.65 feet along said curve through a central angle of 48°52'32" and a long chord of South 5°d19'21" West 41.37 feet to the southeasterly right-of-way line of Highbury Parkway; thence along said southeasterly line the following five courses: 1) South 29°53'04" West 29.20 feet to a point of tangency of a 51.40 foot radius curve to the left, 2) Southerly 40.34 feet along said curve through a central angle of 44°58'11" and a long chord of South 07°23'59" West 39.31 feet to a point of reverse curvature of a 73.26 foot radius curve to the right, 3) Southerly 25.53 feet along said curve through a central angle of 19°57'58" and a long chord of South 05°06'08" East 25.40 feet to a point of compound curvature of a 442.50 foot radius curve to the right, 4) Southwesterly 347.70 feet along said curve through a central angle of 45°01'15" and a long chord of South 27°23'29" West 338.82 feet and 5) South 49°54'06" West 1,109.19 feet; thence South 40°05'54" East 24.46 feet; thence South 74°51'18" East 185.23 feet; thence South 40°05'54" East 407.84 feet; thence South 49°54'06" West 110.50 feet; thence South 42°01'58" East 140.54 feet to the west line of the Southeast Quarter of said Section 25; thence along said west line North 00°04'43" West 0.25 feet to the south line of the North Half of said Southeast Quarter; thence along said south line North 89°50'49" East 1,659.56

feet; thence South 00°00'41" West 0.58 feet to the north line of of Lakeview Farms Subdivision Phase 4, recorded March 04, 1997 as Entry No. 6585423 in Book 97-3P at Page 61 of the Salt Lake County records; thence along said north line and the easterly extension thereof North 89°51'11" East 955.96 feet to the west right of way line of Corporate Park Drive; thence North 00°01'15" West 40.69 feet; thence South 89°50'49" West 1,213.75 feet; thence North 00°00'33" East 40.00 feet; thence South 89°50'49" West 1,180.20 feet to a point of tangency of a 100.00 foot radius curve to the right; thence Northwesterly 87.36 feet along said curve through a central angle of 50°03'17" and a long chord of North 65°07'32" West 84.61 feet; thence North 40°05'54" West 565.48 feet to a point of tangency of a 40.00 foot radius curve to the right; thence Northerly 62.34 feet along said curve through a central angle of 89°17'33" and a long chord of North 04°32'53" East 56.22 feet; thence North 49°11'40" East 30.52 feet; thence North 40°05'54" West 23.28 feet; thence North 49°53'47" East 1,060.31 feet to the POINT OF BEGINNING. Said parcel contains 463,493 square feet or 10.64 acres, more or less.

Exhibit B

Highbury at Lake Park – Plats B and C

Entire Neighborhood

1. Based on the concept plan submitted by Ivory Development for Plats B and C, no more than a total of 444 units shall be built.

2. Zoning requirement for Plats B and C shall be R 1-8, which shall accommodate the diverse housing opportunities being shown in the concept plan.

3. Overall open space for Plats B and C shall meet the 50% requirement as per the PUD ordinance. This open space requirement includes everything except streets and building footprints.

4. Useable open space for Plats B and C shall meet the 15% overall requirement. This open space requirement includes waterways, lakes, park areas, etc.

5. A preliminary subdivision plat application shall not be accepted by the City until this agreement is signed by both the developer and the Mayor.

6. Open space, water features/lakes, park space, clubhouse, fencing, amenities, and trails shall be constructed as shown in Exhibit C. A second clubhouse may be required for the townhomes along 3100 South. This determination will be made during the preliminary plat review. The final location of the clubhouse(s) and any associated parking will also be determined during the preliminary plat review.

7. Community gateway icons, neighborhood entry features, and trail markers will be used to accentuate the residential areas of Lake Park. Illustrations of these features together with a map showing their locations are attached as Exhibit D.

8. The developer shall provide a Street Tree Master Plan for the development. Said plan shall be reviewed by the City Parks Department and shall be submitted prior to review of any final plat.

9. Streetscapes within the community and along all residential roads shall be planted with street trees. Said trees shall be based on the Street Tree Master Plan as noted in item No. 8 and shall be installed by the developer.

10. Street frontages along 3100 South, Daybury Drive and Highbury Parkway shall be constructed with a 5-foot parkstrip and 5-foot sidewalk. The parkstrip along all three streets shall be landscaped with street trees. Maintenance of these parkstrips shall be done by the Highbury Property Owner's Association.

11. Trex Seclusion fencing shall be installed along 3100 South and along the backs of single family home lots on Daybury Drive and Highbury Parkway. The design and specifications of this wall shall be reviewed with staff prior to installation.

Townhomes

1. Upon completion of all of the on-site improvement, the developer shall provide a letter to the City from an independent engineering firm which certifies that all of the on-site improvements are completed as shown on the plans approved by the City. For the purposes of this agreement, on-site improvements shall include landscaping; irrigation; private streets; roundabouts; sidewalks; trails; parking; lighting; entrance features; fencing; outdoor recreational amenities such as playground equipment, picnic tables, benches, and pavilions; and other similar improvements.

2. Before the responsibility for maintenance of the on-site improvements is transferred from the developer to the homeowner's association and professional management company, an on-site meeting shall be held between the developer, City staff, homeowner's association representatives, and representatives from the professional management company. The purpose of the meeting shall be to allow the homeowner's association and the professional management company to inspect the on-site improvements for completeness and condition. The developer shall install or replace the listed on-site improvements before the responsibility for maintenance of the on-site improvements is transferred from the developer to the homeowner's association and professional management company.

3. Useable open space for the townhomes shall meet the 15% requirement for attached housing product. This open space requirement includes "recreation areas including basketball, tennis or racquetball courts; baseball, softball or soccer fields; trails; picnic areas; plazas; dedicated or private park sites or any other use deemed acceptable by the Planning Commission. Useable open space shall not include all buildings except clubhouses, setback areas less than 20', and narrow landscaped strips."

4. Private streets shall have an asphalt width that meets Fire Department requirements. No parking shall be allowed on the private streets.

5. The responsibility for maintenance of the on-site improvements shall not be transferred from the developer to the homeowner's association and professional management company until at least 75% of the dwelling units have been sold.

6. Homes shall be built substantially like the elevations depicted in Exhibit E (townhome elevations submitted by Ivory) with the exception that all of the requirements in Chapter 7-14 Part 3 of the Zoning Ordinance shall apply to all homes within the development as well as the site layout/design and open space. This means that the elevations depicted in Exhibit E and the concept plan submitted for the rezone may need to be revised as part of the subdivision approval process to meet the ordinance standards.

7. Townhome units shall not exceed 159 in this phase.

8. Driveways for each garage shall be at least 20' in length measured from the garage door to the back of the private street curb.

9. At least 2 different color schemes of townhome buildings shall be included.

Parkside Homes

1. Upon completion of all of the on-site improvement, the developer shall provide a letter to the City from an independent engineering firm which certifies that all of the on-site improvements are completed as shown on the plans approved by the City. For the purposes of this agreement, on-site improvements shall include landscaping; irrigation; private streets; roundabouts; sidewalks; trails; parking; lighting; entrance features; fencing; outdoor recreational amenities such as playground equipment, picnic tables, benches, and pavilions; and other similar improvements.

2. Before the responsibility for maintenance of the on-site improvements is transferred from the developer to the homeowner's association and professional management company, an on-site meeting shall be held between the developer, City staff, homeowner's association representatives, and representatives from the professional management company. The purpose of the meeting shall be to allow the homeowner's association and the professional management company to inspect the on-site improvements for completeness and condition. The developer shall install or replace the listed on-site improvements before the responsibility for maintenance of the on-site improvements is transferred from the developer to the homeowner's association and professional management company.

3. Each dwelling will be constructed of 100% masonry materials as defined by City ordinance. Where brick or stone is used on the front elevation, it shall wrap around the front corner of the home a minimum of 18 inches.

4. The minimum dwelling size for all homes shall be 1,250 square feet finished space above grade. The average dwelling size for the entire subdivision shall be 1,600 square feet finished space above grade. No two identical elevation plans shall be constructed adjacent to each other. Alternate elevations of the same floor plan are acceptable.

5. Rear drive lanes shall have an asphalt width that meets Fire Department requirements. No parking shall be allowed on the rear drive lanes.

6. Setbacks for this development shall be two (2) feet in the front, twenty (20) feet in the rear and three (3) feet for side yards. Corner lot setbacks shall be 10 feet where the corner lot is adjacent to a street. Corner lots must meet clear view requirements.

7. The responsibility for maintenance of the on-site improvements shall not be transferred from the developer to the homeowner's association and professional management company until at least 75% of the dwelling units have been sold.

8. All landscaping shall be installed by Ivory Homes, so as to work with the overall landscaping concept in the open space areas directly adjacent to the Parkside lots.

Landscape plans shall be submitted for review as part of the subdivision review process.

9. All Parkside Homes will have basements. The developer will submit plans for a sub-drain system. These plans will be reviewed and approved by the City Engineering Division upon compliance with City standards.

10. Parkside homes shall be built substantially like the elevations depicted in Exhibit F. Should Ivory develop new plans or elevations they shall be submitted to the City Planning Division for review and approval.

11. Side elevations for houses facing a street shall exhibit added visual character and relief through enhanced architectural details such as stucco "pop-outs", bay windows, box windows, hip roofs, material variations, and the use of different colors. The intent of the added visual character and relief through enhanced architectural details is to prevent blank or featureless façades which face the street. If a home on a corner lot requiring added visual character has brick or stucco wainscots, that element will be carried around the side of the home that fronts the street.

12. Parkside home units shall not exceed 89 in this phase.

13. Windows on the side of any home that face the side of another home may be offset, where practicable, to prevent windows on neighboring houses to be directly aligned with each other.

14. Front patios shall be offered as an option.

Single Family Homes

1. For dwellings within Area 1 (Plat B) from Exhibit A, each dwelling constructed shalll come from the 2007 or 2008 Ivory catalogue and selected dwellings from the Advantage catalogue. For dwellings within Area 2 (Plat C) from Exhibit A, each dwelling constructed shall come from the 2008 Ivory catalog. The specified house plans shall be a substitute for the City's single family design standards and point system. Homes that are added or are contained in new versions of these catalogues may be approved at the discretion of the City, as long as they contain a minimum of 1,300 square feet of finished living space above grade. Should Ivory develop new plans, they shall be submitted to the City Planning Division for review and approval.

2. Each dwelling will be constructed of 100% masonry materials as defined by City ordinance. Where brick or stone is used on the front elevation, it shall wrap around the front corner of the home a minimum of 18 inches.

3. The minimum dwelling size for all homes shall be 1,300 square feet. The average dwelling size for the entire subdivision shall be 1,600 square feet. No two identical elevation plans shall be constructed adjacent to each other. Alternate elevations of the same floor plan are acceptable.

4. Front, rear, and corner side setbacks shall be per City ordinance. Lots within Area 2 (Plat C) from Exhibit A which are 75 feet wide and greater shall have side setbacks of 10 feet and 5 feet. All lots within Area 1 (Plat B) from Exhibit A and lots within Area 2 (Plat C) from Exhibit A which are less than 75 feet wide shall have setbacks of 5 feet on both sides.

5. Rear elevations for houses with double frontage and those adjacent to any trail or waterway shall meet City ordinances.

6. A *Trex View* fence shall be installed along waterways as shown in Exhibit C. The design and specifications of this wall shall be reviewed during the first phase of the final plat.

7. Streetscapes within the community and along all residential roads shall be planted with street trees. Said trees shall be based on the Street Tree Master Plan as noted in item No. 4. Ivory Homes will include the tree planting plan in the CC&R's recorded for the project. The CC&R's will provide for type of tree to be planted, schedule for planting, and require the home owner to plant the tree and be responsible for maintenance of the trees. The street tree will be provided by Ivory to the home owner and will be planted by the homeowner.

8. Ivory Homes shall provide each home owner with 2,000 square feet of sod. A landscaping voucher to include the street trees as per the tree planting plan, front landscaping and side yard landscaping on corner lots shall be provided to each home owner as well. This voucher shall provide at least one street tree, one yard tree, and a variety of shrubs and bushes to each home owner. The City's standard

landscaping agreement will need to be signed by either the builder or homeowner indicating the time frame for which the landscaping is to be installed.

9. SFD lots shall not exceed 196 in this phase.

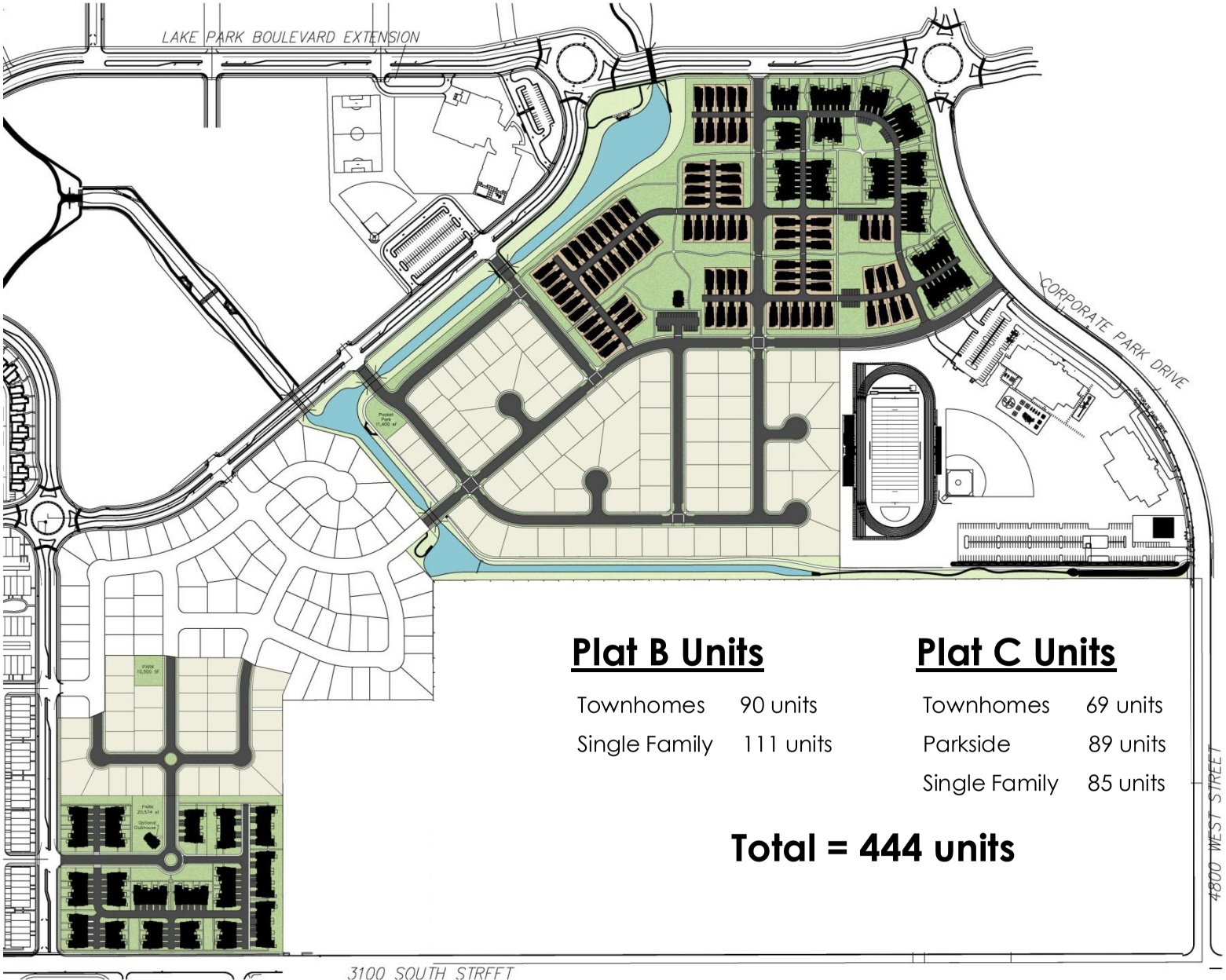
10. All single family dwellings will have basements. The developer will submit plans for a sub-drain system. These plans will be reviewed and approved by the City Engineering Division upon compliance with City standards. Rambler style plans are encouraged in the subdivision.

11. Front yard fencing is prohibited.

List of Exhibits

A: legal description
B: development agreement standards
C: open space, water features/lakes, park space, clubhouses, fencing, and trails
D: community gateway icons, neighborhood entry features and trail markers
E: townhome elevations
F: elevations of parkside homes

Plats B and C



Plat B Units

Townhomes	90 units
Single Family	111 units

Plat C Units

Townhomes	69 units
Parkside	89 units
Single Family	85 units

Total = 444 units

Townhomes – Usable Open Space

Plat B

Requirement: 15% Usable Open Space

- includes everything except streets and buildings

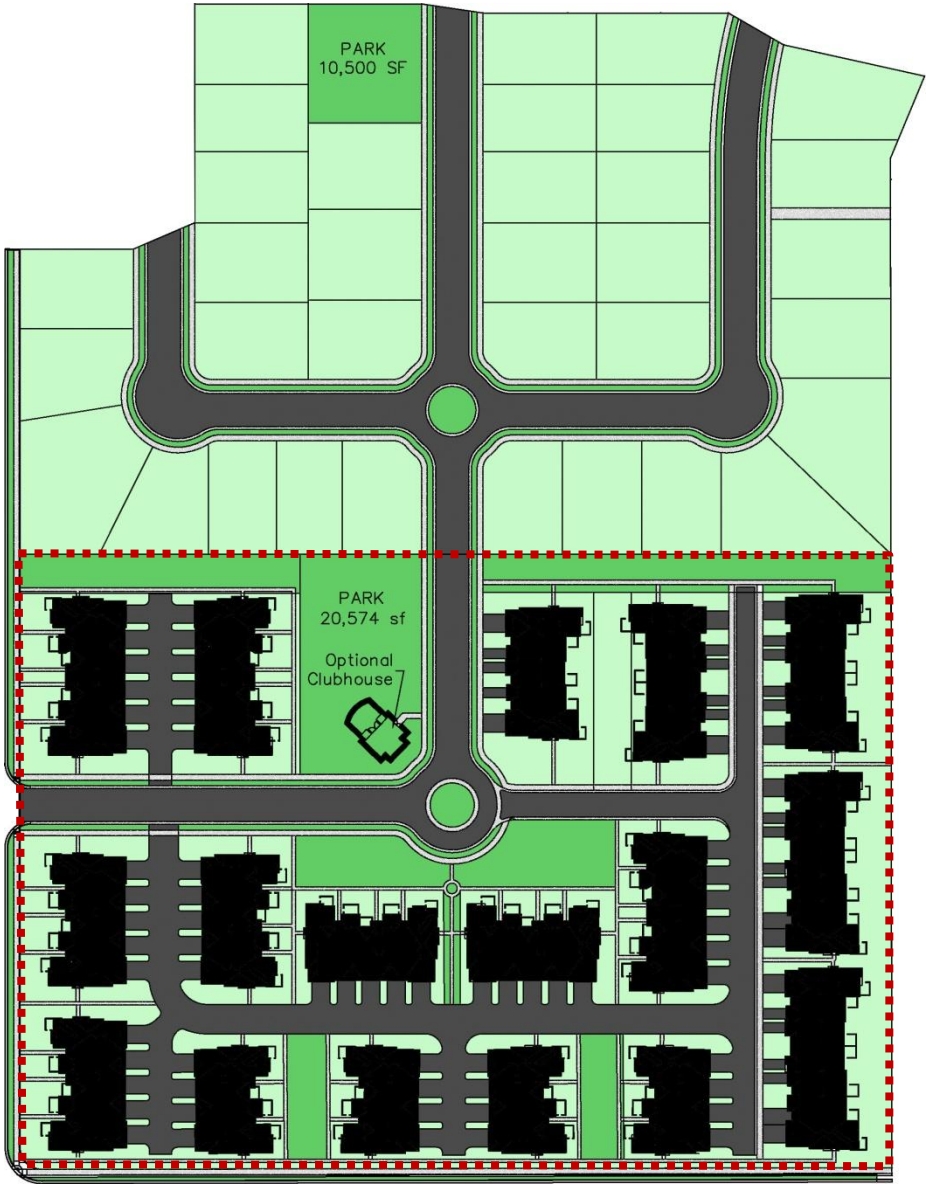
Actual: 17.1% Usable Open Space

Open Space / Total Area = Usable Open Space
1.63 AC / 9.55 AC = 17.1%

LEGEND

Usable Open Space

Open Space

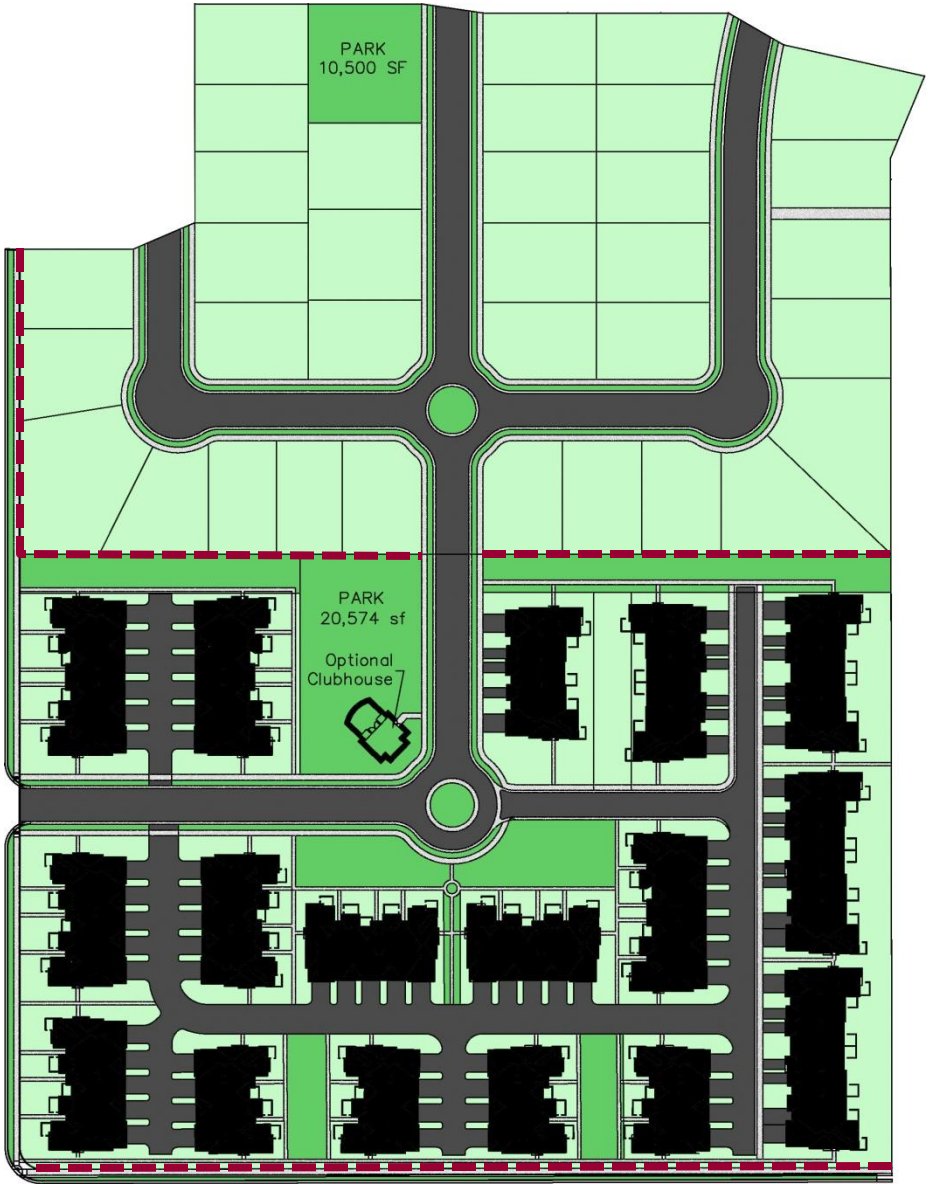


Plat B – Neighborhood Fencing

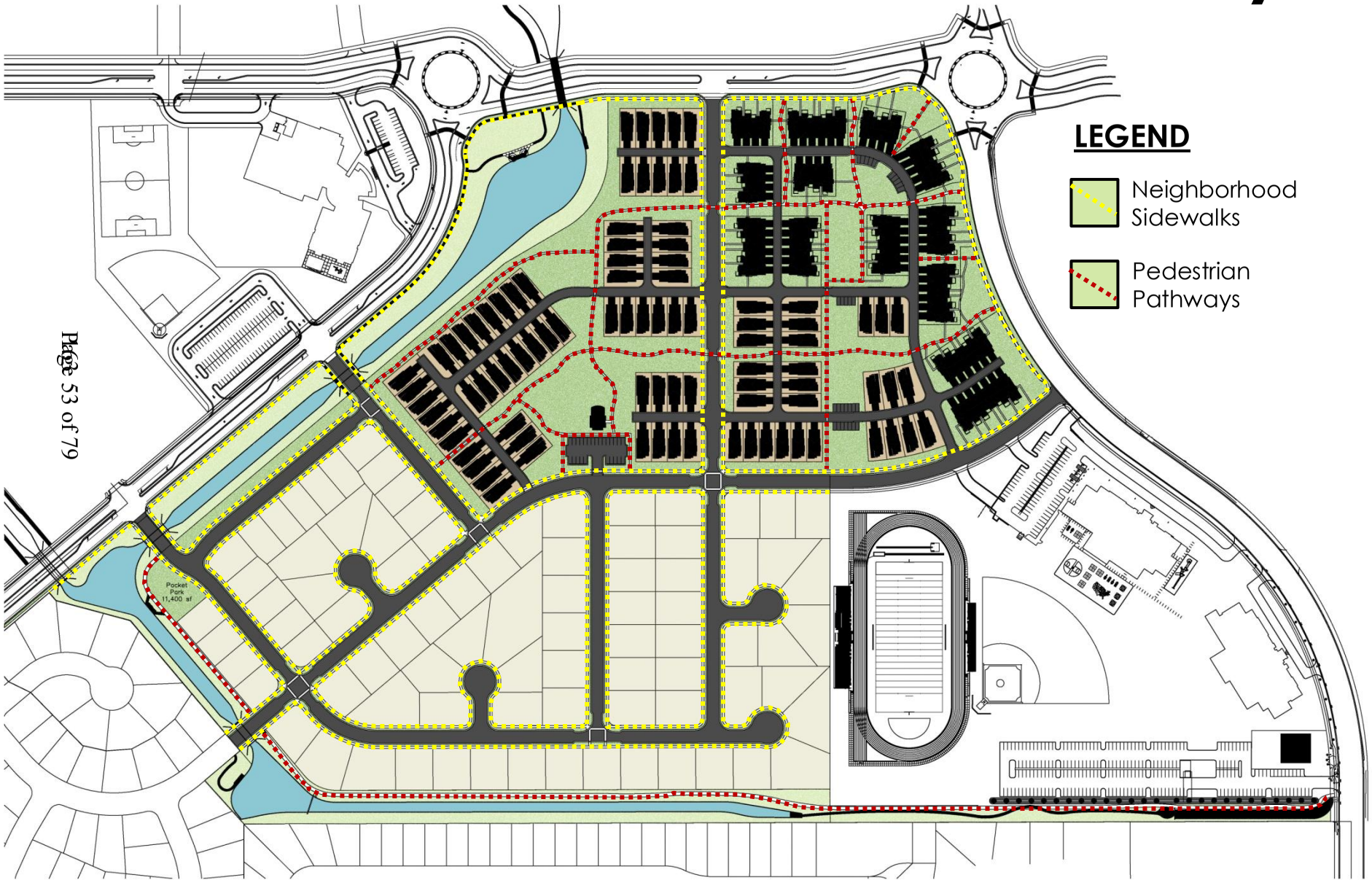
LEGEND

Trex Seclusions Fence

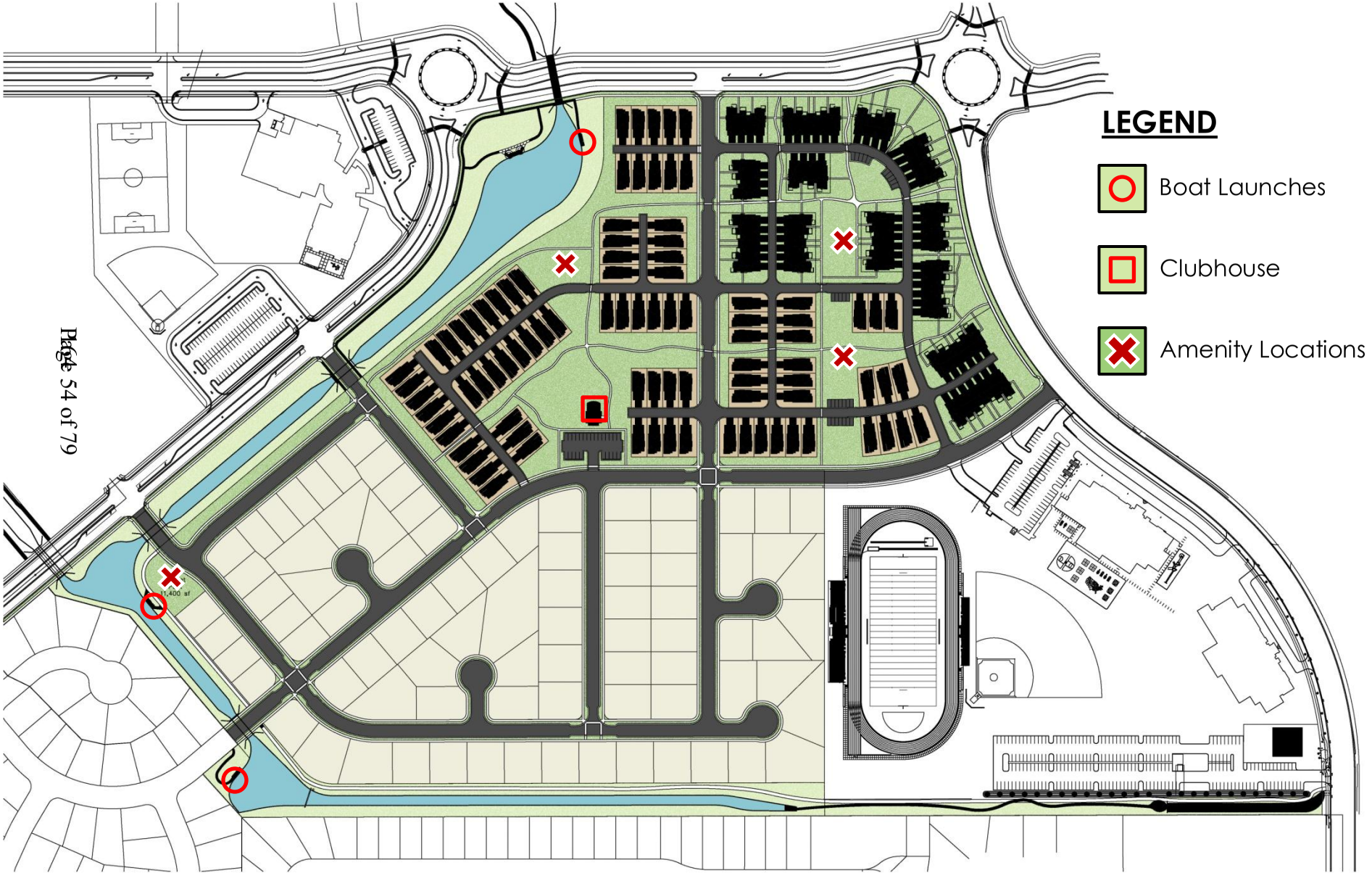




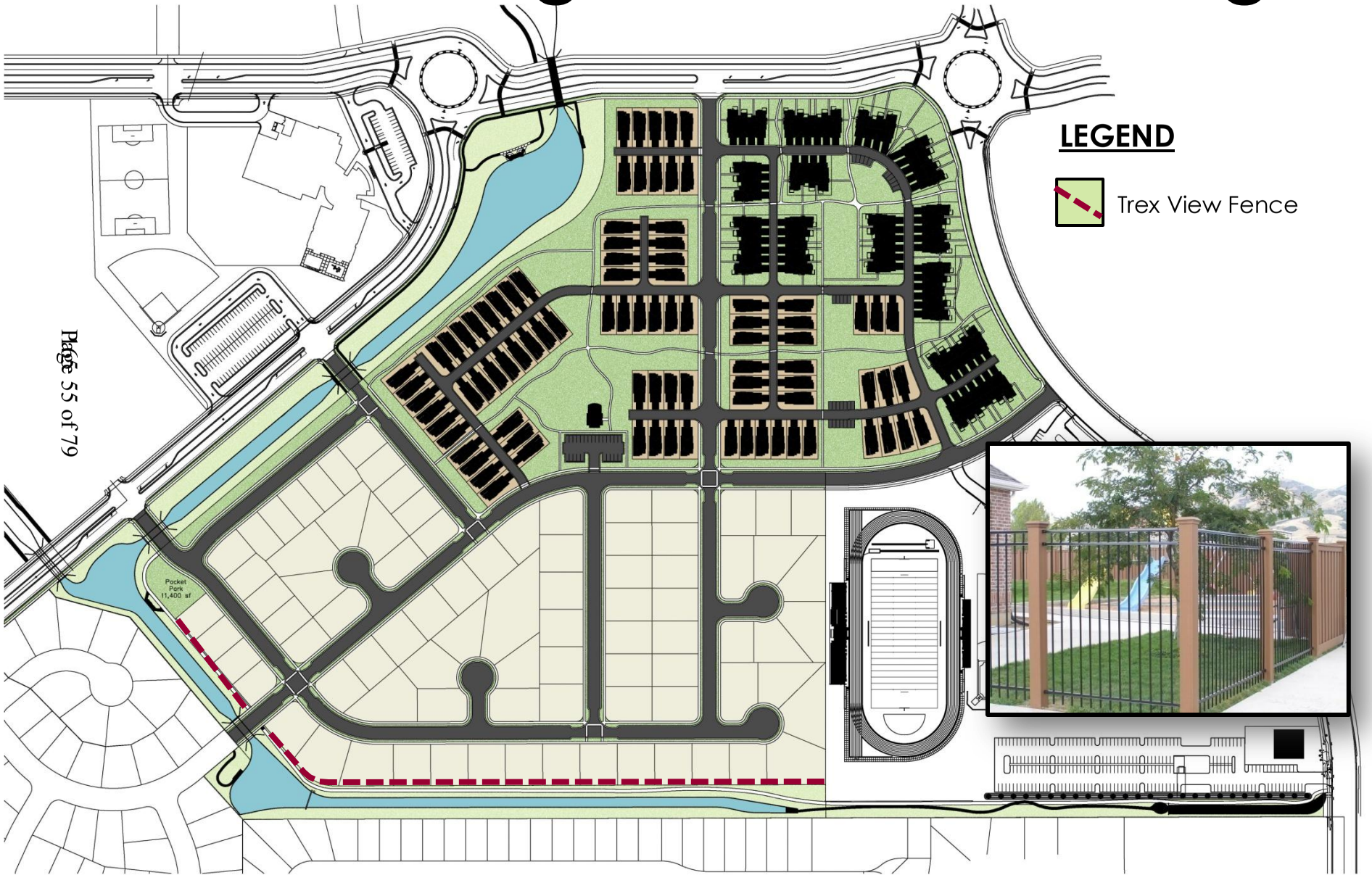
Plat C – Pedestrian Connectivity



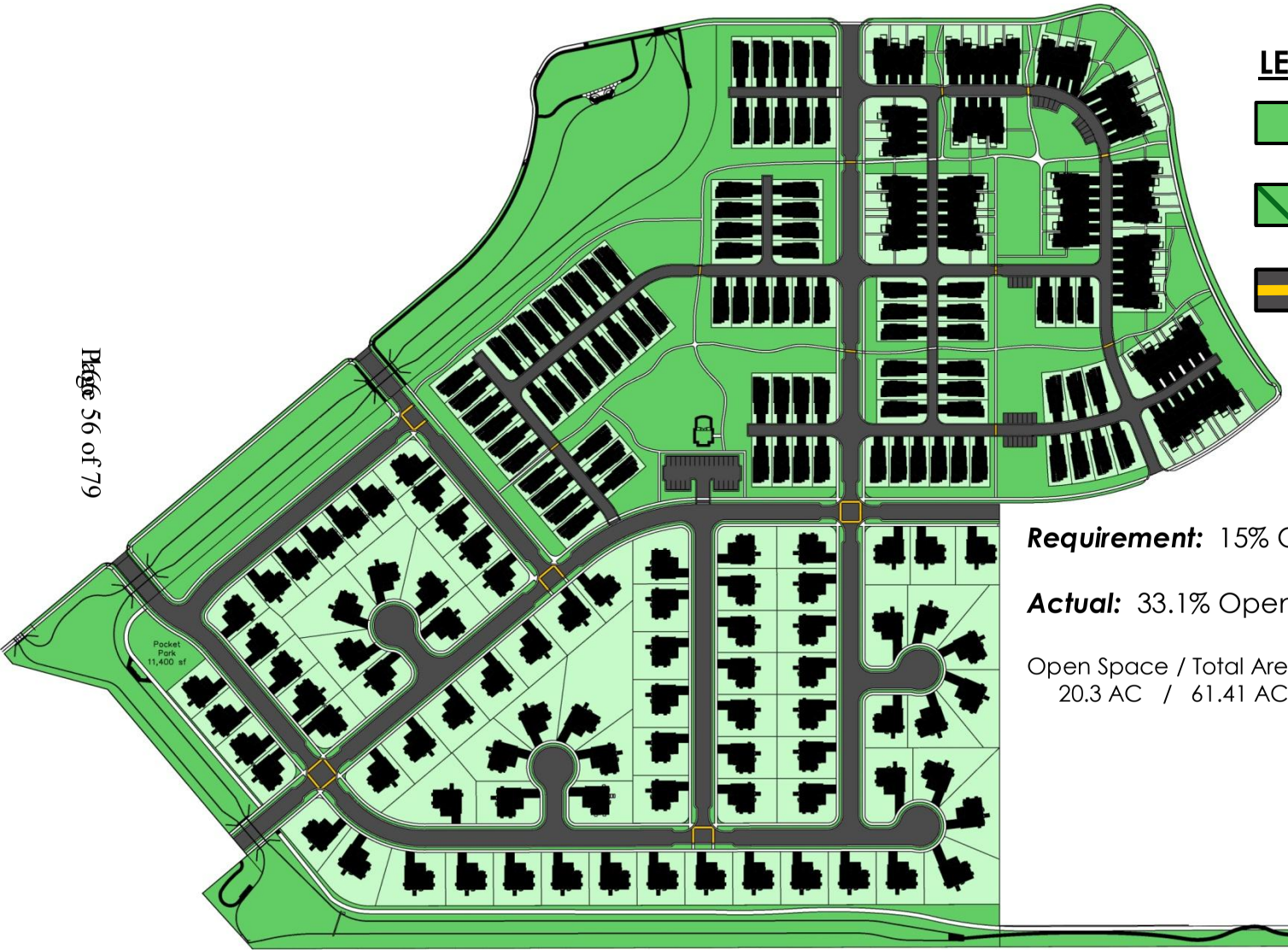
Plat C – Amenities



Plat C – Neighborhood Fencing



Plat C – Usable Open Space



LEGEND

- Usable Open Space
- Pedestrian Pathways
- Pedestrian Street Crossings

Requirement: 15% Open Space

Actual: 33.1% Open Space

Open Space / Total Area = Actual Open Space
20.3 AC / 61.41 AC = 33.1%

Townhomes – Usable Open Space

Requirement: 15% Usable Open Space

- includes everything except streets and buildings

Actual: 26.5% Usable Open Space

Open Space / Total Area = Useable Open Space
2.17 AC / 8.19 AC = 26.5%

LEGEND

- Usable Open Space
- Pedestrian Pathways
- Open Space
- Pedestrian Street Crossings

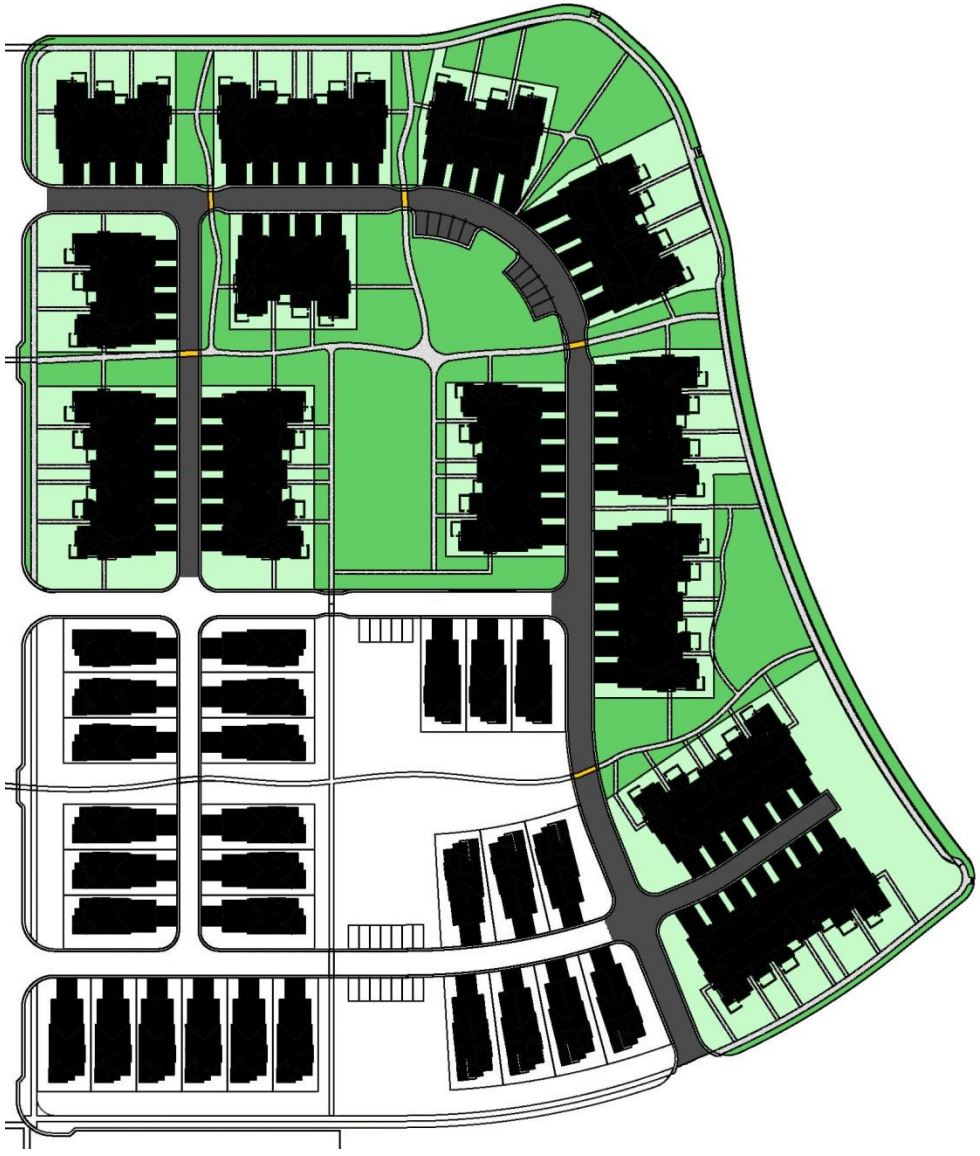


Exhibit D

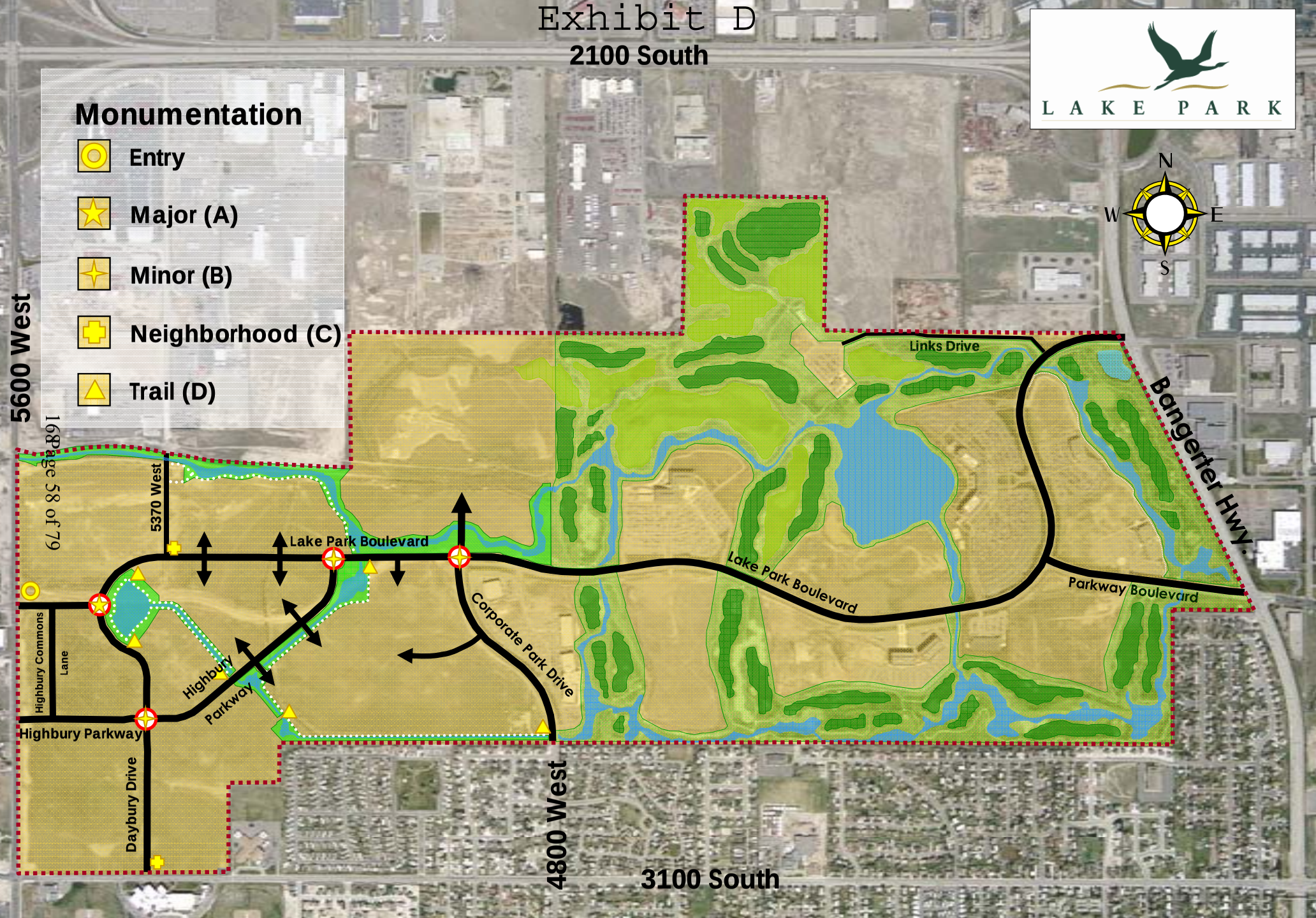

2100 South
LAKE PARK
Monumentation
Entry
Major (A)
Minor (B)
Neighborhood (C)
Trail (D)
N
W
E
S
5600 West
Page 58 of 79
5370 West
Lake Park Boulevard
Links Drive
Bangerter Hwy.
Lake Park Boulevard
Parkway Boulevard
Corporate Park Drive
Highbury Commons
Lane
Highbury Parkway
Highbury Parkway
Daybury Drive
4800 West
3100 South

Exhibit D

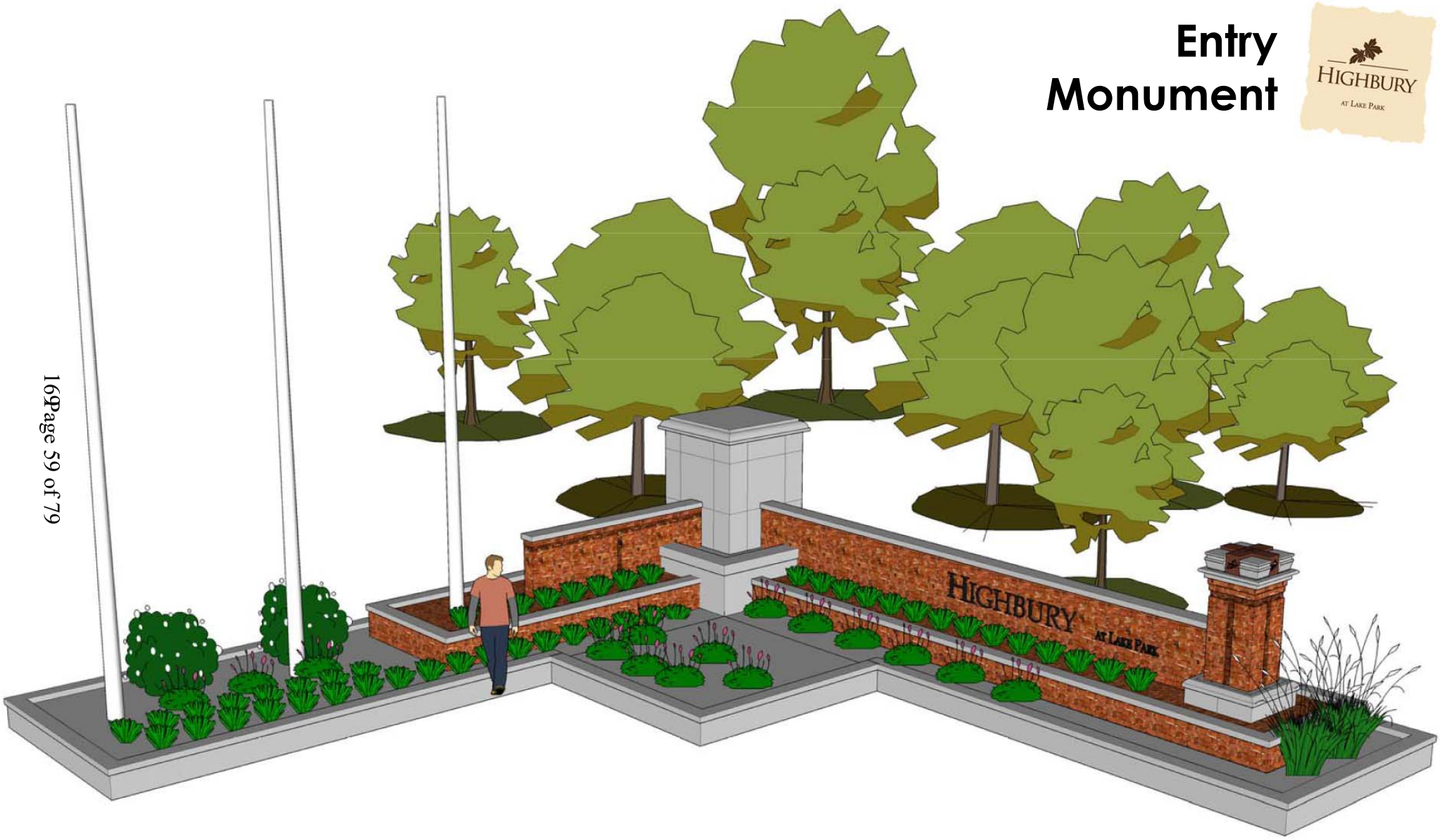
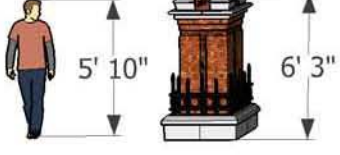
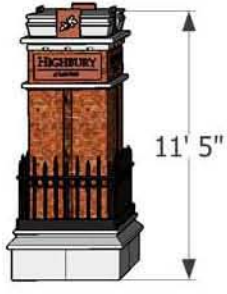


Exhibit D

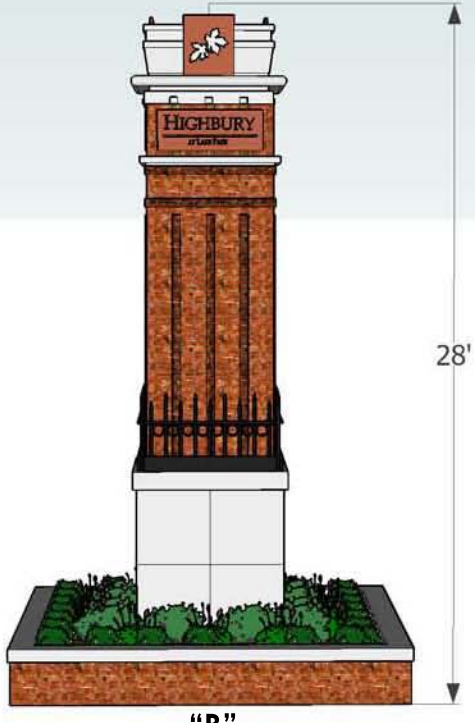
Community Monumentation



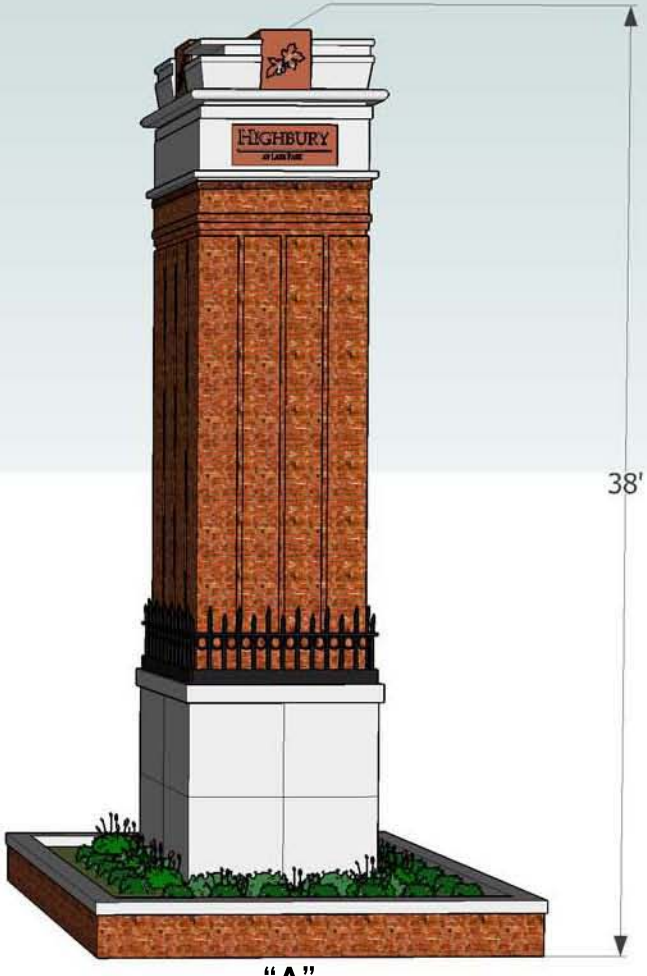
"D"



"C"



"B"



"A"

HARVARD

Total sq. ft.: 2,672

Total finished sq. ft.: 1,861

3 bedroom, finishes to 4 bedrooms

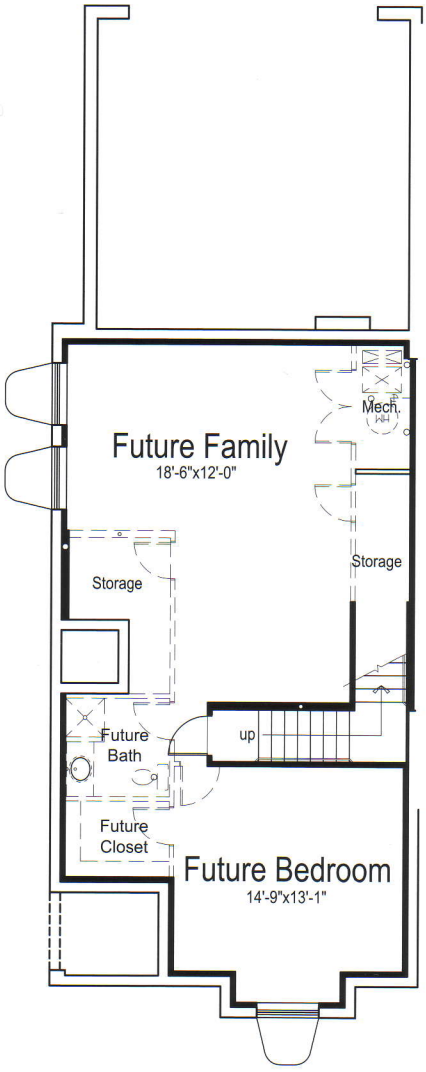
2.5 baths, finishes to 3.5 baths

Walk-in closet

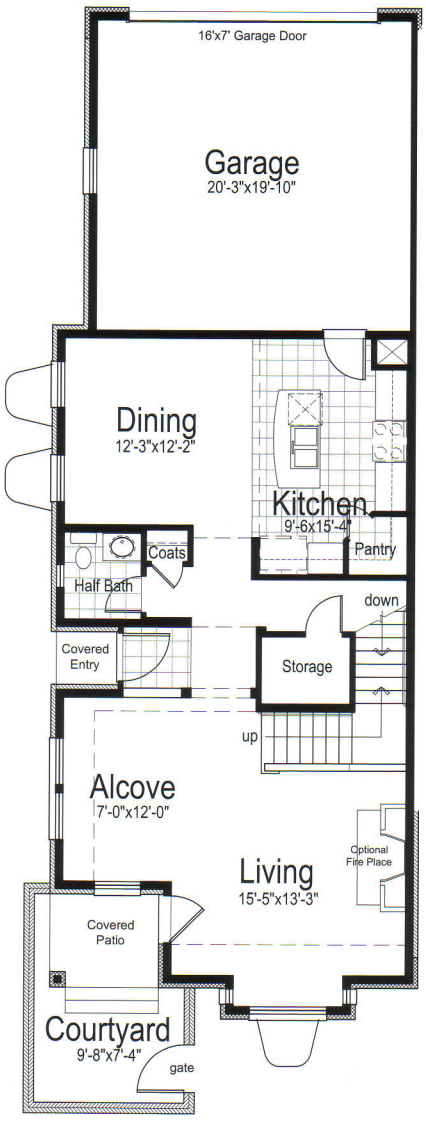
Laundry room

Courtyard

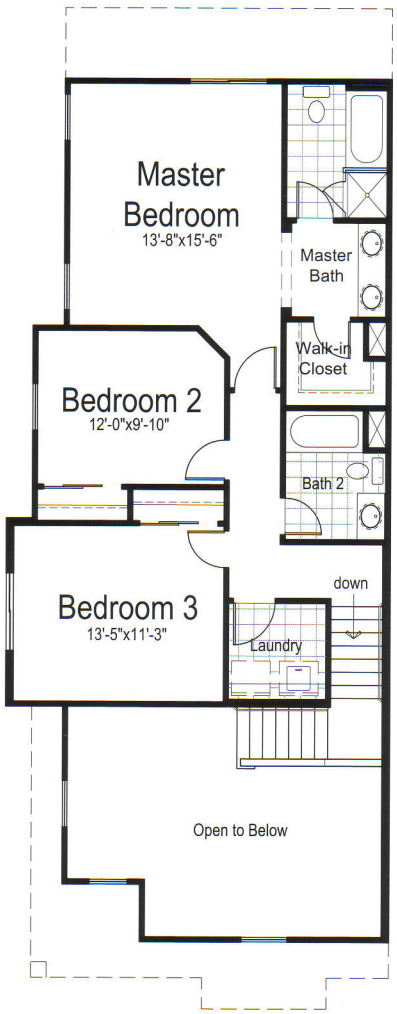




Basement Level: 868 sq. ft.



Main Level: 916 sq. ft.



Upper Level: 888 sq. ft.

© Ivory Homes. The use of these plans, drawings and renderings is expressly limited to Ivory Homes. Re-use, reproduction, or publication by any method, in whole or in part, is prohibited.
All renderings of exteriors and floor plans are artist's conceptions and may vary from the actual home as built. All square footages are approximate.

YALE



Total sq. ft.: 2,598

Total finished sq. ft.: 1,671

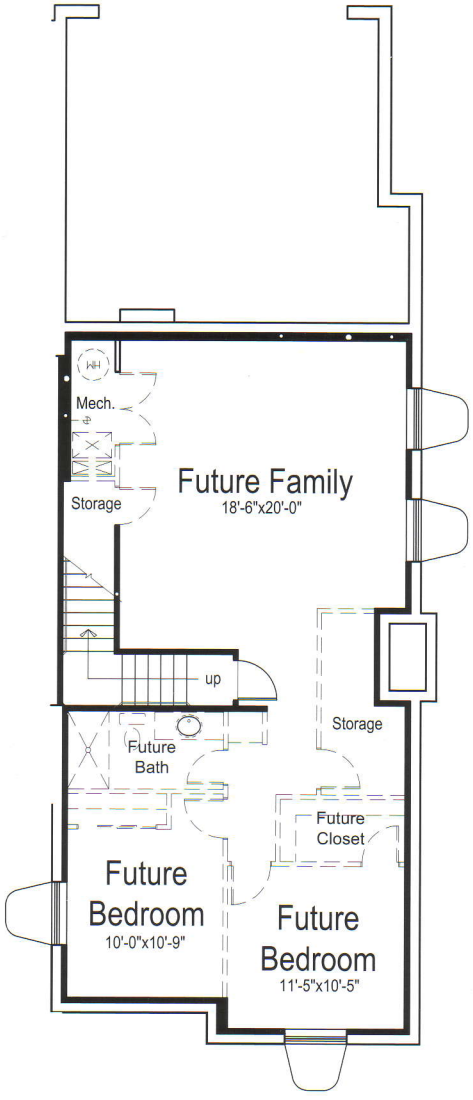
3 bedroom, finishes to 5 bedrooms

2.5 baths, finishes to 3.5 baths

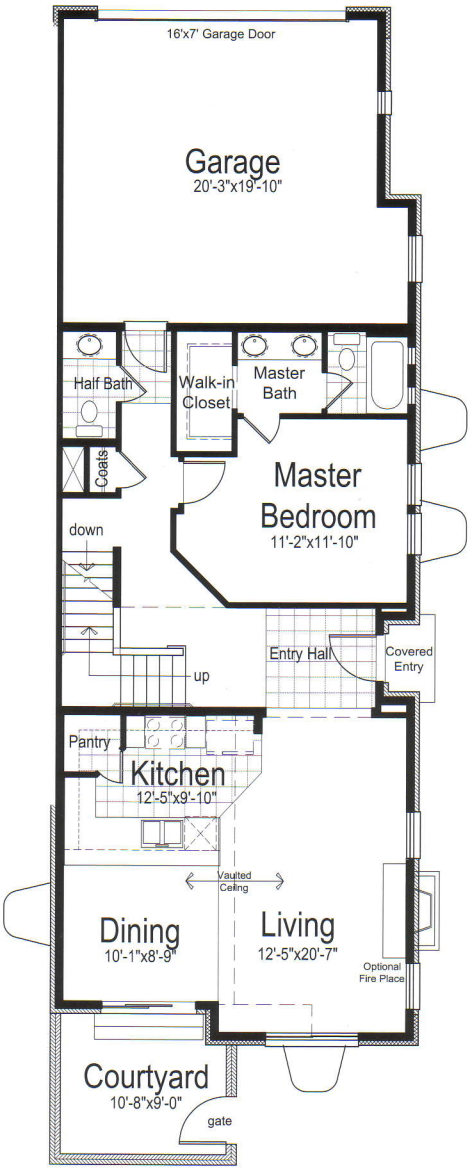
Walk-in closet

Laundry room

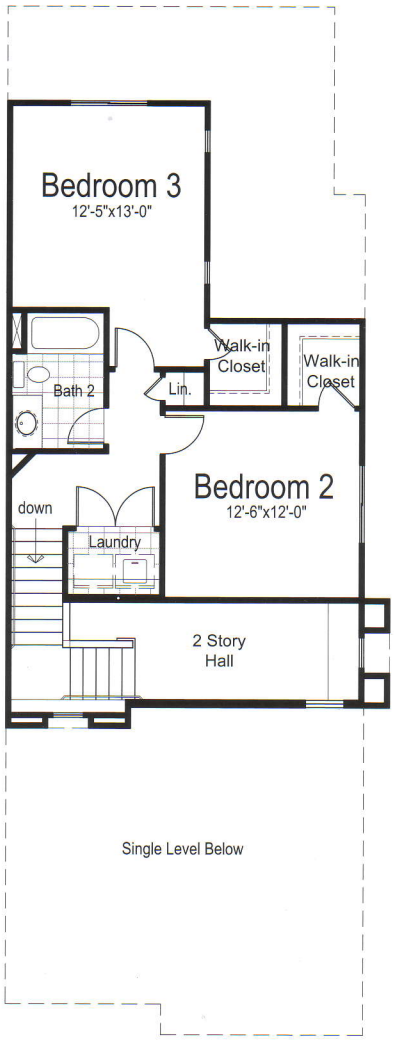
Courtyard



Basement Level: 985 sq. ft.



Main Level: 1,028 sq. ft.



Upper Level: 585 sq. ft.

© Ivory Homes. The use of these plans, drawings and renderings is expressly limited to Ivory Homes. Re-use, reproduction, or publication by any method, in whole or in part, is prohibited.
All renderings of exteriors and floor plans are artist's conceptions and may vary from the actual home as built. All square footages are approximate.

OXFORD

Total sq. ft.: 2,190

Total finished sq. ft.: 1,588

3 bedroom, finishes to 4 bedrooms

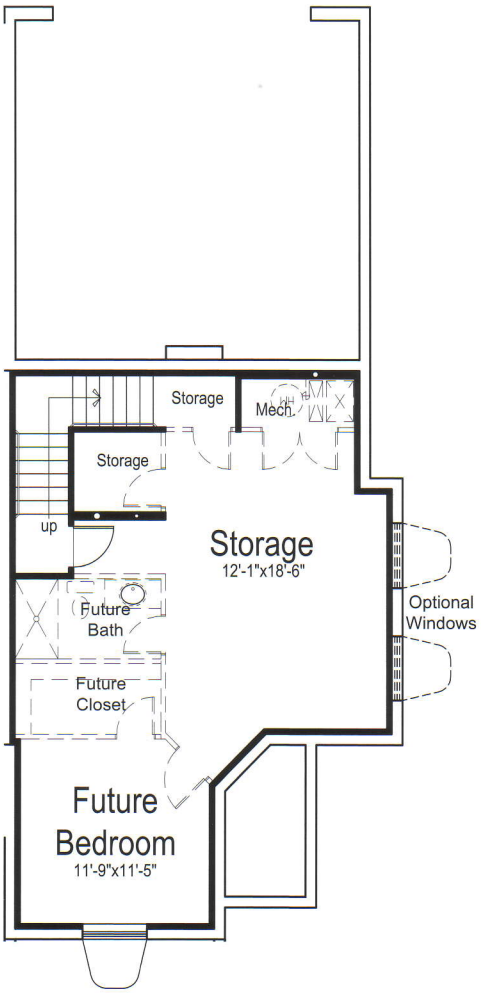
3 baths, finishes to 4 baths

Walk-in closet

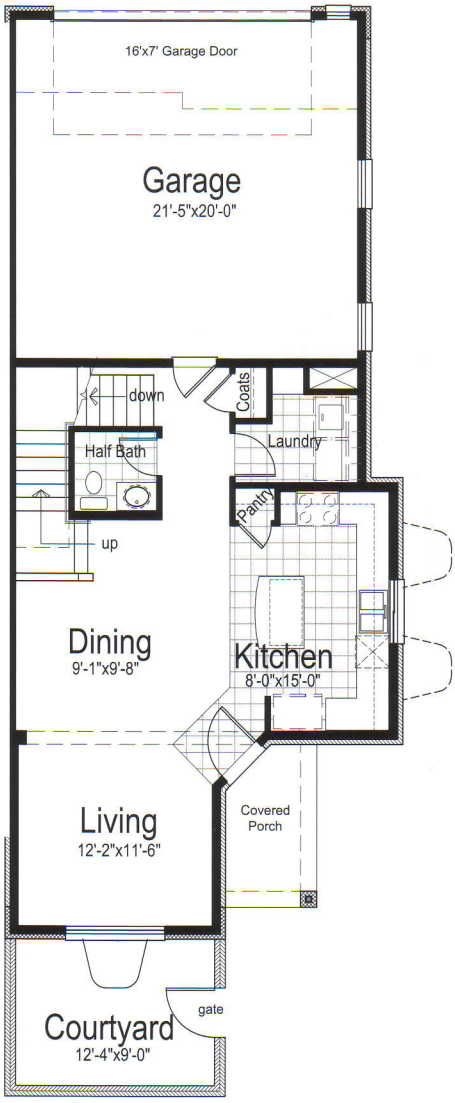
Laundry room

Courtyard

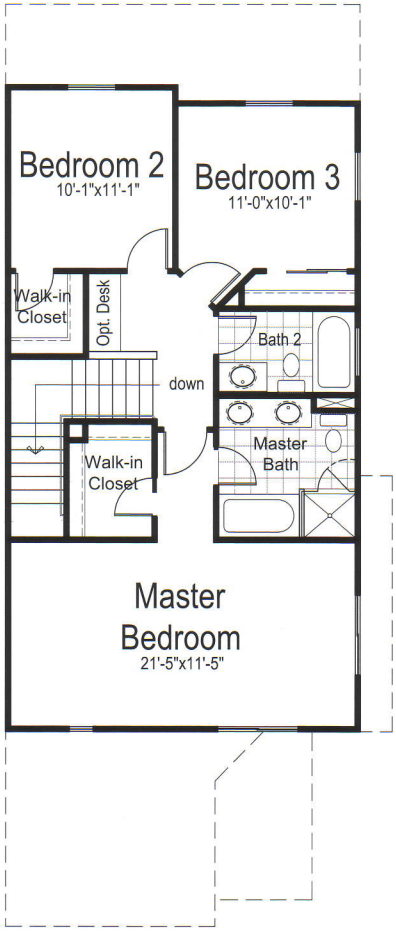




Basement Level: 671 sq. ft.



Main Level: 709 sq. ft.



Upper Level: 810 sq. ft.

© Ivory Homes. The use of these plans, drawings and renderings is expressly limited to Ivory Homes. Re-use, reproduction, or publication by any method, in whole or in part, is prohibited.
All renderings of exteriors and floor plans are artist's conceptions and may vary from the actual home as built. All square footages are approximate.

PRINCETON



Total sq. ft.: 2,136

Total finished sq. ft.: 1,546

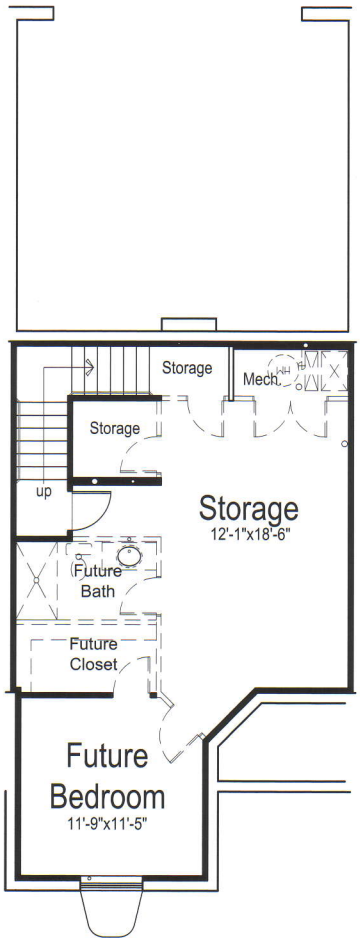
3 bedroom, finishes to 4 bedrooms

2.5 baths, finishes to 3.5 baths

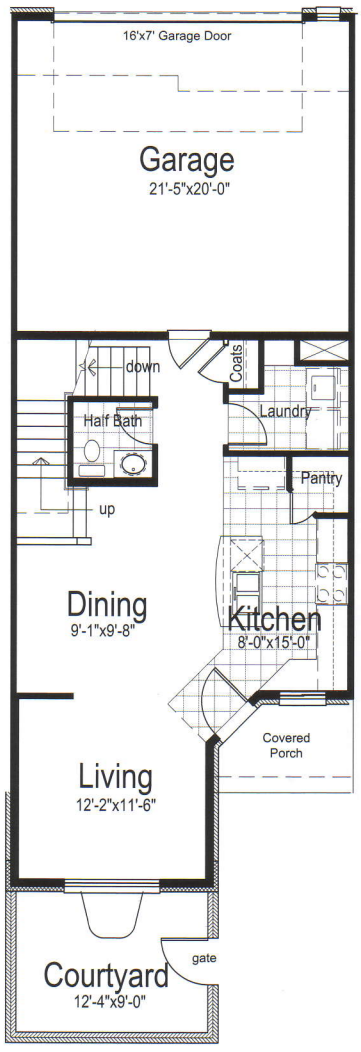
Walk-in closet

Laundry room

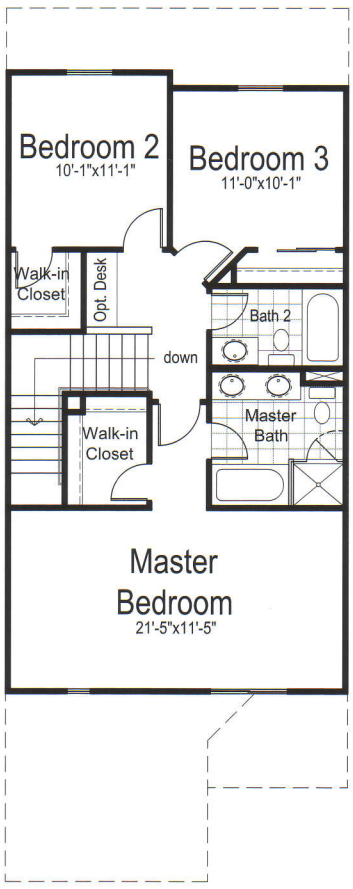
Courtyard



Basement Level: 648 sq. ft.



Main Level: 678 sq. ft.



Upper Level: 810 sq. ft.

© Ivory Homes. The use of these plans, drawings and renderings is expressly limited to Ivory Homes. Re-use, reproduction, or publication by any method, in whole or in part, is prohibited.
All renderings of exteriors and floor plans are artist's conceptions and may vary from the actual home as built. All square footages are approximate.

Exhibit E

COLUMBIA

Total sq. ft.: 1,928

Total finished sq. ft.: 1,409

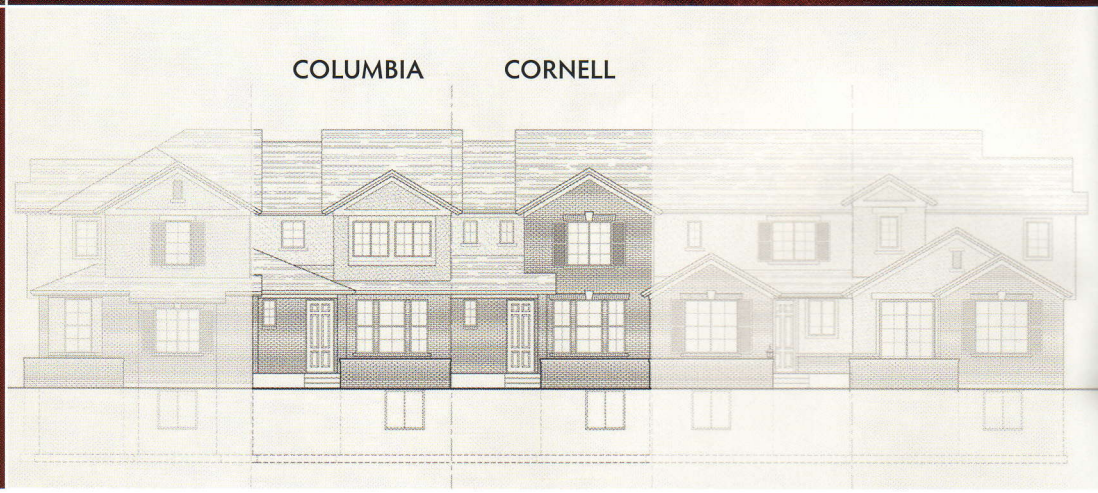
3 bedroom, finishes to 4 bedrooms

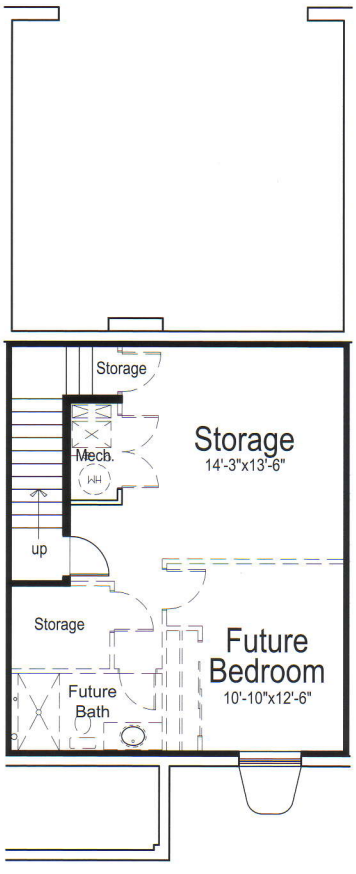
2.5 baths, finishes to 3.5 baths

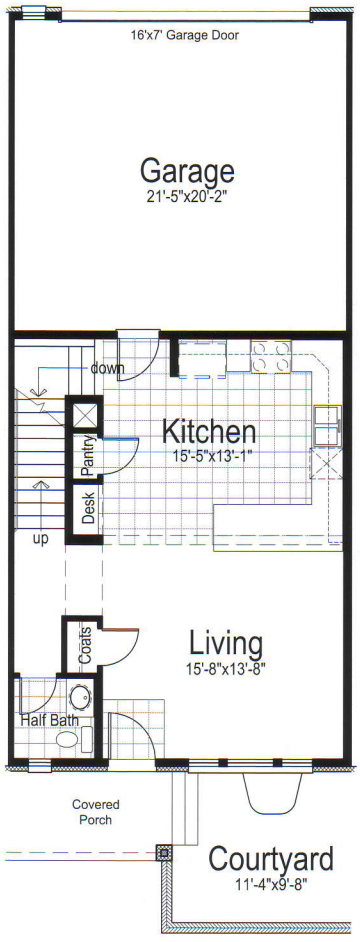
Walk-in closet

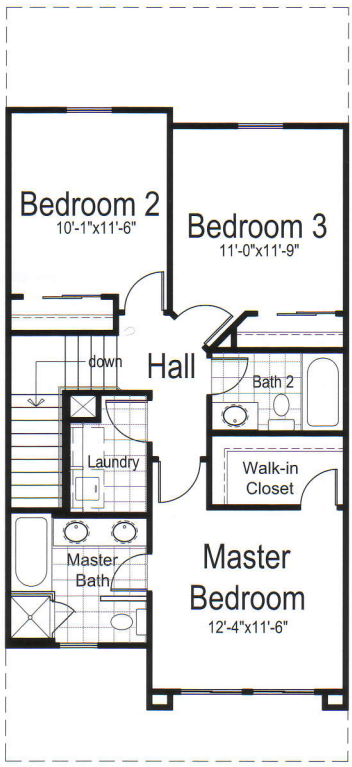
Laundry room

Courtyard









Basement Level: 580 sq. ft.

Main Level: 613 sq. ft.

Upper Level: 735 sq. ft.

© Ivory Homes. The use of these plans, drawings and renderings is expressly limited to Ivory Homes. Re-use, reproduction, or publication by any method, in whole or in part, is prohibited. All renderings of exteriors and floor plans are artist's conceptions and may vary from the actual home as built. All square footages are approximate.

Exhibit E

CORNELL



Total sq. ft.: 1,812

Total finished sq. ft.: 1,351

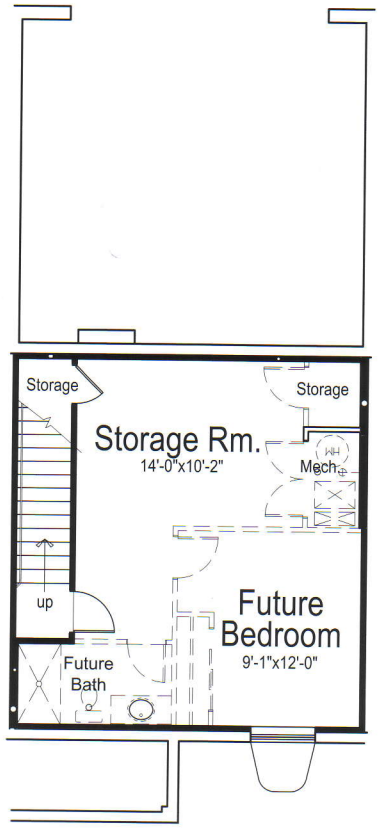
2 bedroom, finishes to 3 bedrooms

2 baths, finishes to 3 baths

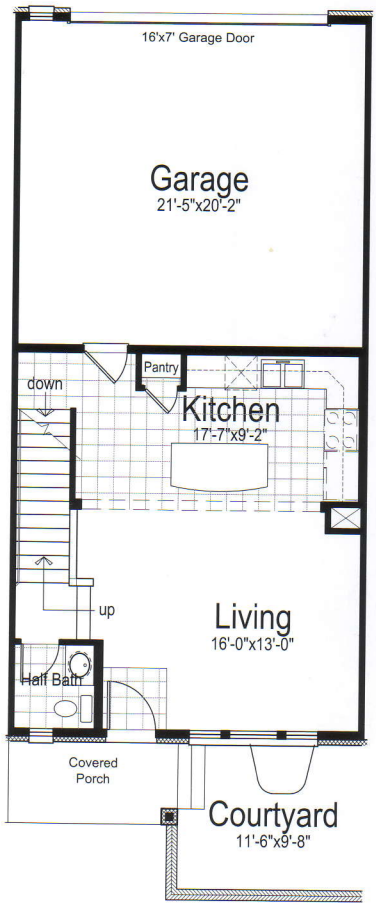
Walk-in closet

Laundry room

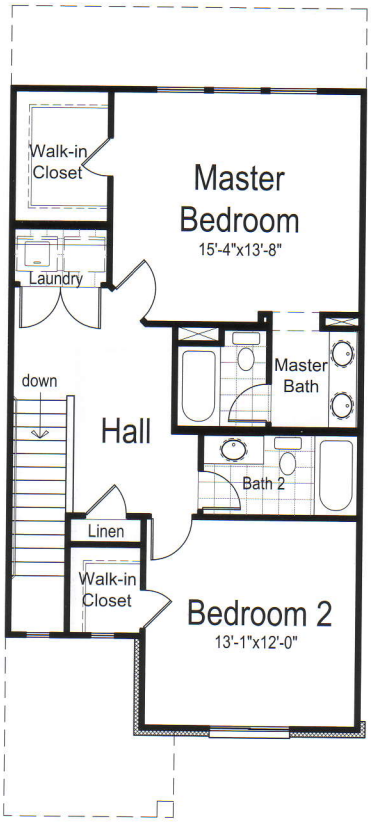
Courtyard



Basement Level: 509 sq. ft.



Main Level: 531 sq. ft.



Upper Level: 772 sq. ft.

© Ivory Homes. The use of these plans, drawings and renderings is expressly limited to Ivory Homes. Re-use, reproduction, or publication by any method, in whole or in part, is prohibited.
All renderings of exteriors and floor plans are artist's conceptions and may vary from the actual home as built. All square footages are approximate.

Exhibit E

DARTMOUTH

Total sq. ft.: 1,486

Total finished sq. ft.: 1,104

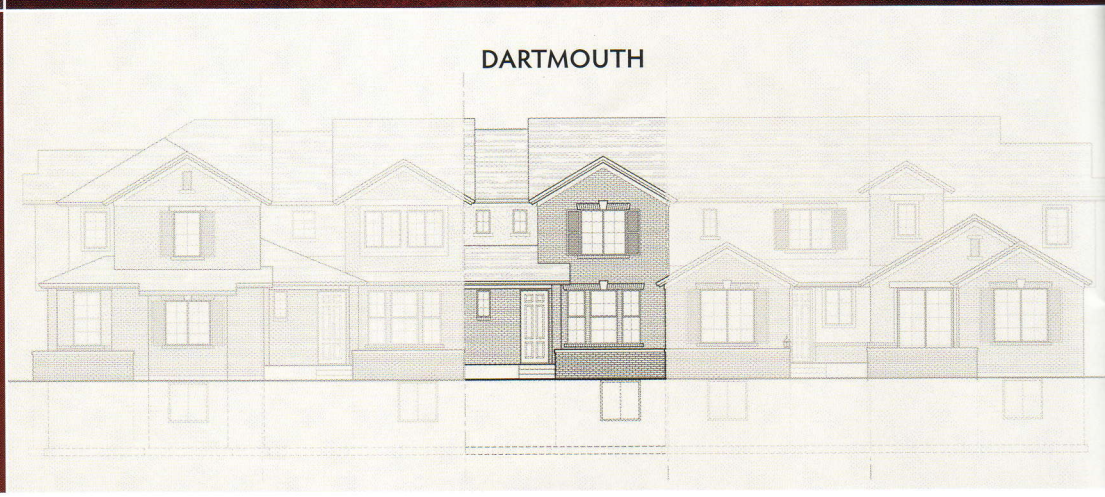
2 bedroom, finishes to 3 bedrooms

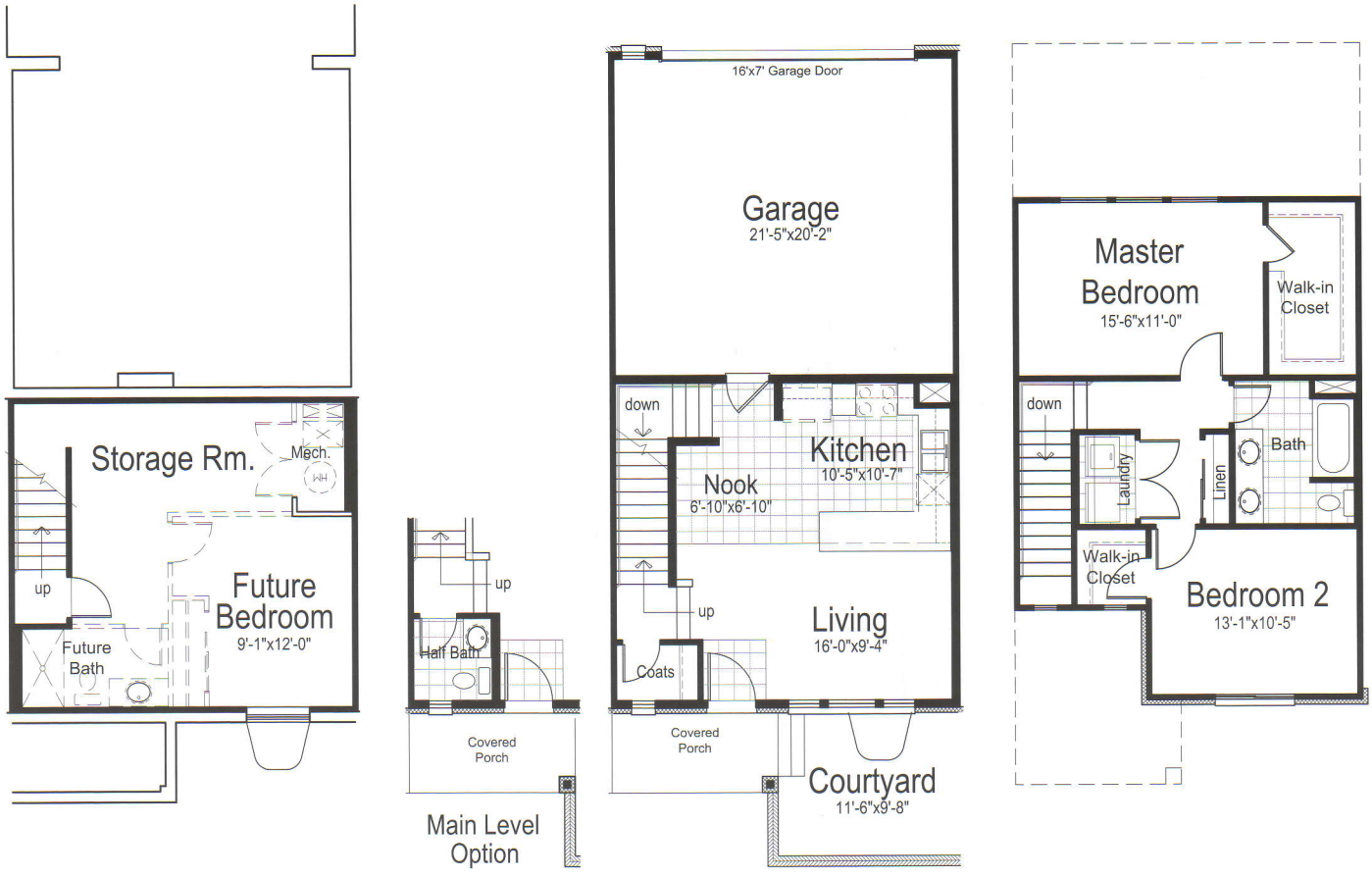
1 bath, finishes to 2 baths
(optional half bath on main)

Walk-in closet

Laundry room

Courtyard





Basement Level: 436 sq. ft.

Main Level: 461 sq. ft.

Upper Level: 589 sq. ft.

© Ivory Homes. The use of these plans, drawings and renderings is expressly limited to Ivory Homes. Re-use, reproduction, or publication by any method, in whole or in part, is prohibited.
All renderings of exteriors and floor plans are artist's conceptions and may vary from the actual home as built. All square footages are approximate.

IVORY HOMES™

PASEOS AT DAYBREAK



ALDEN COLONIAL



ALDEN EUROPEAN



ALDEN VICTORIAN



CLAYBOURNE COLONIAL



CLAYBOURNE CRAFTSMAN



CLAYBOURNE EUROPEAN



HARTFORD COLONIAL



HARTFORD CRAFTSMAN



HARTFORD VICTORIAN



STRATFORD CRAFTSMAN



STRATFORD EUROPEAN



STRATFORD VICTORIAN

Wasatch Highbury QOZ Business LLC

Letter Narrative

WVC, Utah

Wasatch Highbury QOZ Business, LLC ("Wasatch") is moving forward with plans to build the approved PUD subdivision labeled as "Plat C" in the Ivory Homes Development Agreement from 2008. Upon examination of the approved PUD, Wasatch saw opportunities to work within the framework of the development agreement to improve the site layout, amenity package, and architecture to today's current market standards and provide a project that enhances the built environment.

Those suggested improvements have been captured and illustrated in the updated exhibits to the development agreement and Wasatch would appreciate the consideration from the approving bodies to allow improvements to the 2008 version. A summary of the proposed improvements are as follows:

- Updated site plan and amenity package
    - Wasatch placed all townhomes along the perimeter of the site along Lake Park Blvd and Corporate Park Way.
    - Smaller detached Parkside homes sit within the interior of the site and transition to a larger format Parkside home along Redbridge Way and Sandwell Dr. next to the existing neighborhood.
    - Wasatch is committing to an amenity package that includes:
        - Clubhouse, multiple parks, pool, pavilion, playground, pickleball courts, and playing fields
- Updated architecture for all product types with a materials commitment
    - **Townhomes**
        - 3-plex "Mansion Style" townhomes are shown along the periphery of the site. While appearing as a single larger home, these townhomes consist of 3 separate townhomes each with their own 2-car garage.
            - Multiple elevation and exterior options
        - 4-plex "Row Style" townhomes have been incorporated into the plan to provide additional site diversity. Wasatch deliberately kept them to 4-plex's to eliminate as many interior units as possible from original 5 and 6-plex concepts.
            - 2 different elevation options to select from
    - **Parkside Homes**
        - Increased minimum and average sizes for all Parkside homes

- Interior Lot Homes
    - 2 story finished above grade
    - Developer is requesting relief from the requirement to build basements due to the prohibitive water table shown by multiple soils reports.
        - Potential homebuyers will maintain the option to build a basement with an appropriate sub-drain system at their own discretion and expense.
- Exterior Lot Homes
    - 2-story with walk-out basements and 3 car garages.
    - Larger footprint than interior lot homes to mimic the larger homes across the street in the existing neighborhood.

GHID and Utility Plan

Wasatch has met with GHID to propose a utility plan with master meters that will be managed by the HOA that is set up for the community. GHID appreciated the plan presented as it minimizes the number of cuts and connections in existing public roads. Because of this utility design approach, Wasatch is electing to keep all roads interior to the development, private.

Neighboring Community and HOA

Wasatch has met multiple times with the neighboring community and HOA members. The sentiment from those meetings related to the current plan have been positive, with neighbors feeling they are not only getting what they were previously promised but receiving an improved plan from the original 2008 submission.

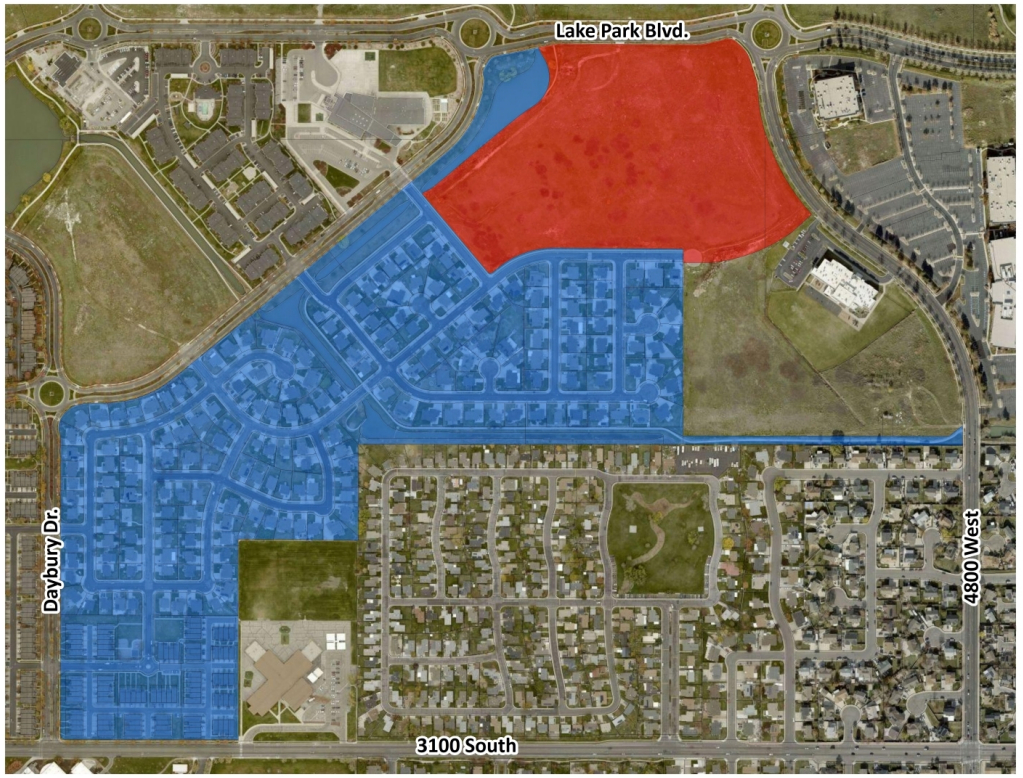
Wasatch requests that the council and commission adopt this improved plan from the original Ivory 2008 version. Site work will begin immediately following final plat approval from West Valley City.

Respectfully,

Wasatch Highbury QOZ Business, LLC

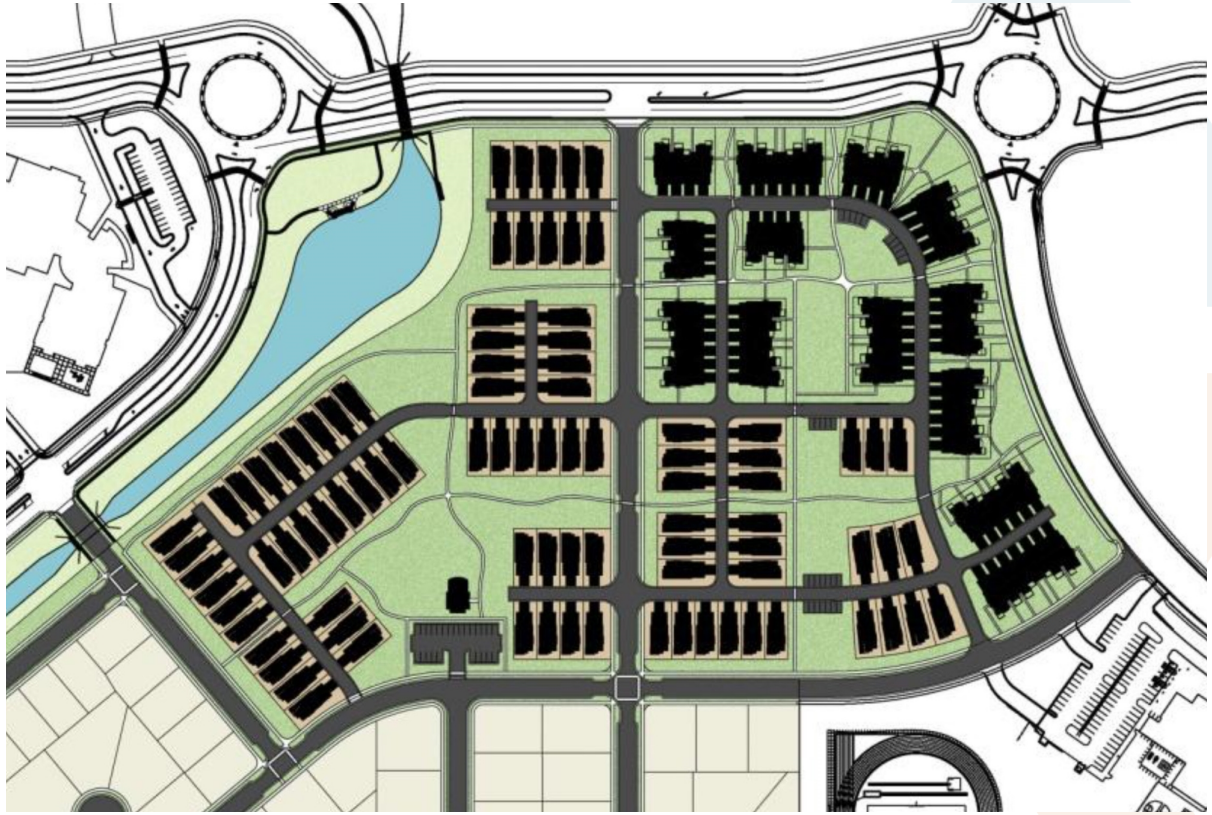
Highbury 2008 Development Agreement

- A development agreement was approved in 2008 for the blue and red areas.
- The blue areas were developed and red areas were not.



Highbury 2008 Development Agreement

- For the undeveloped area, the agreement anticipated:
  - 69 townhomes
  - 89 parkside homes, or homes with garages in the rear placed on small lots
  - Private streets
  - Common open space
  - A clubhouse and 3 other undefined amenities



Townhome Details

- 2 to 3 bedrooms
- 2 stories
- 1,104 to 1,861 finished sq. ft.
- Basements
- 2-car garages













Parkside Homes Details

- 1 to 2 stories
- 1,250 finished sq. ft. minimum
- 1,600 finished sq. ft. average
- Basements
- 2-car garages



Proposed Development Agreement

- 69 townhomes
- 89 parkside homes with a mix of front and rear loaded garages
- Private streets
- Common open space
- A clubhouse, pool, pickleball courts, pavilion, and pergolas



Townhome Details

- 2 to 3 bedrooms
- 2 to 3 stories
- 1,504 to 1,987 finished sq. ft.
- No basements
- 2-car garages











WEST VALLEY CITY
www.wvc-ut.gov

Parkside Home Details – Interior Lots

- 2 stories
- 1,880 to 2,173 finished sq. ft. on plans
- 1,350 finished sq. ft. minimum
- 1,700 finished sq. ft. average
- No basements
- 2-car garages



Parkside Home Details – Exterior Lots

- 1 to 2 stories
- 1,447 to 1,501 finished sq. ft. on plans
- 1,350 finished sq. ft. minimum
- 1,700 finished sq. ft. average
- Basements
- 3-car garages





Overall Comparison

	2008 Agreement		Proposed Agreement		
Product Type	Townhomes	Parkside Homes – Rear Loaded	Townhomes	Parkside Homes – Rear Loaded	Parkside Homes – Front Loaded
# of Units	69	89	69	67	22
Height	2 stories	1 to 2 stories	2 to 3 stories	2 stories	1 to 2 stories
Unit Sizes	1,104 to 1,861 finished square feet	1,250 finished square feet minimum 1,600 finished square feet average	1,504 to 1,987 finished square feet	1,350 finished square feet minimum 1,700 finished square feet average	1,350 finished square feet minimum 1,700 finished square feet average
Materials	Stucco, brick, and stone	Stucco, brick, stone, and fiber cement siding allowed (brick and stone not required)	Stucco, brick, stone, and fiber cement siding	Stucco, brick, stone, and fiber cement siding	Stucco, brick, stone, fiber cement siding, and composite wood siding
Garages	2-car	2-car	2-car	2-car	3-car
Basements	Yes	Yes	No	No	Yes
Street Type	Private	Private	Private	Private	Public
Amenities	A clubhouse and 3 other undefined amenities		A clubhouse, pool, pickleball courts, pavilion, and pergolas		

West Valley City Issue Paper

City Council Review

Description: Approval to purchase event chairs for the Utah Cultural Celebration Center from MityLite Inc

Fiscal Impact: $113,050.00

Funding Source: CIP/UCCC Budget

Account #: 47-9612-4750-80001-0000

Budget Opening Required: ☐

Issue:

The Utah Cultural Celebration Center needs to purchase event chairs to support ongoing public, private, cultural, and City-sponsored events at the facility.

Summary:

MityLite Inc. provided a quote for 850 Classic Square Open Chairs at $133.00 each, for a total quote amount of $113,050.00. The quote reflects Utah State Contract pricing and includes freight from dock to dock. Sales tax is listed as $0.00.

This purchase will facilitate the replacement of the chair inventory used for main level seating only. The lower level will continue to use the existing older inventory as part of a phased replacement approach until additional funding can be secured.

Background:

The Utah Cultural Celebration Center relies on banquet seating to support facility rentals, community events, cultural programs, and internal City functions. Replacing this portion of the chair inventory will help maintain safe, consistent, and professional seating for events while addressing the age and condition of chairs that have been in service for approximately two decades.

Recommendation:

Staff recommend that the City Council approve the purchase of 850 replacement banquet/event chairs from MityLite Inc. in the amount of $113,050.00 for the Utah Cultural Celebration Center.

Department: Community Engagement and Culture
Submitted by: Tempest Fuchs
Date: 10-01-26

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF EVENT CHAIRS FOR THE UTAH CULTURAL CELEBRATION CENTER.

WHEREAS, West Valley City wishes to purchase chairs for use at the Utah Cultural Celebration Center; and

WHEREAS, Mitylite Inc. has been awarded the state contract to supply said chairs; and

WHEREAS, the price awarded to Mitylite Inc. is within price parameters and meets the City's needs; 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 purchase said chairs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase said chairs for an amount not to exceed $113,050 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase, subject to final approval of said documents by the City Manager and City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY

www.wvc-ut.gov

UCCC CHAIR UPDATE

MityLite Inc. Purchase

UCCC
CHAIR UPDATE

- Old chair inventory is roughly 20 years old.
- Replace 850 chairs for main level.
- Retain old chair inventory for lower level until funding becomes available to replace 750 additional chairs.
- Repurpose usable old chairs at CRC buildings.
- Utah State Contract Pricing
- $113,050.00 ($133/chair)

West Valley City Issue Paper

City Council Review

Description: Lease Agreement with PacifiCorp for Lot D at Maverik Center

Fiscal Impact: $ 9,972.00

Funding Source: General Fund - Maverik Center

Account #: 0

Budget Opening Required: ☐

Issue:

Lease agreement between the City and PacifiCorp for portion of "Lot D". Lease rate is $9,972.00 annually and increases 3% each year the 5-year term and the three 5-year extensions.

Summary:

Agreement for a renewal lease agreement between the City and PacifiCorp for the area within Lot D which falls within the power line corridor owned by PacifiCorp. Annual lease rate is $9,972.00 and increases 3% annually throughout the term and extension periods. Agreement is for five years, with three consecutive 5-year renewals.

Background:

PacifiCorp owns a portion of the land used by the Maverik Center for parking in what is known as "Lot D". City has leased this land from PacifiCorp since 1997. In 2016 the lease rate was $7,200 and the term ran through September 30, 2026. The proposed rate of $9,972 was calculated by increasing the original rate by the 38.5% inflation rate over the past ten years. The term of the lease is five years with three consecutive 5-year extensions.

Recommendation:

Staff recommends the approval of the agreement with CED.

Department: Economic Development
Submitted By: Jonathan Springmeyer
Date Submitted: 07/06/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY AND PACIFICORP FOR PROPERTY LOCATED AT APPROXIMATELY 2048 WEST 3100 SOUTH.

WHEREAS, the City has previously leased and wishes to continue leasing property at 2048 West 3100 South for Maverik Center parking and related uses; and

WHEREAS, Pacificorp is willing to lease said property to the City, conditioned upon execution of an appropriate agreement; and

WHEREAS, an agreement has been prepared by and between the City and Pacificorp, a copy of which is attached hereto and entitled "Lease Agreement" (hereinafter, the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached and that the Mayor is hereby authorized to execute said Agreement and any other documents, deeds, easements, or conveyances needed to accomplish the purposes set forth in said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

LEASE AGREEMENT

This Lease Agreement, including all attached exhibits ("Lease"), is entered into by and between PACIFICORP, an Oregon corporation ("Lessor") and WEST VALLEY CITY, a Utah municipal corporation ("Lessee") each a "Party" and together the "Parties".

RECITALS

A. Lessor owns real property known as tax lot 1527151026, located at 2048 W. 3100 S., West Valley City, Utah ("Lessor's Property" or the "Premises").

B. Lessee desires to lease from Lessor the Premises.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and subject to the conditions set forth below, Lessor and Lessee agree as follows:

1. Premises. Subject to Lessor's Permitted Uses (as defined below), Lessor leases to Lessee and Lessee leases from Lessor the Premises more particularly depicted on **Exhibit A**.

2. Term; Extension Periods. The term of this Lease commences on October 1, 2026 (the "Commencement Date"), and terminates on September 30, 2031, unless earlier terminated as provided in herein. Lessee may extend this Lease for three (3) consecutive additional 5-year terms (each an "Extension Period") by giving written notice of its desire to do so to Lessor not less than three months prior to the last day of the initial term or the then-current Extension Period, as applicable. In all events, if written notice is not given in accordance with the foregoing, the Lease shall be terminated on the expiration date of the initial term or the then-current Extension Period, as applicable.

3. Rent.

3.1. Rent. Commencing on the Commencement Date, Lessee shall pay Lessor as rent ("Rent") $9,972 per year, in advance on or before the first day of each year throughout the term of this Lease. Rent shall increase on each anniversary of the Commencement Date by 3% over the previous year's Rent throughout the Term and any Extension Period.

3.2. Payment Address. All payments should indicate the contract number assigned to the Lease and must be sent to:

PacifiCorp
Attn: Central Cashier's Office
P.O. Box 5504
Portland, OR 97228

3.3. Late Payments. Any installment of rent or any other charges that Lessee does not pay when due will incur a late charge equal to 10% of the delinquent payment. In addition, any Rent payment which is not made within 15 days after the same is due will bear interest at 10% per annum or the maximum rate an individual is permitted by law to charge.

3.4. Holdover. If Lessee retains possession of the Premises or any part thereof after the termination of this Lease, Lessee will be deemed to have a month-to-month tenancy and Lessee agrees to pay Lessor a monthly installment of rent at 110% the rate due and payable for the month immediately preceding such holdover, computed on a per-month basis for each month or part of a month that Lessee remains in possession of the Premises. In addition, Lessee shall pay to Lessor all direct and consequential damages sustained by Lessee's retention of possession of the Premises. The provisions of this Section will not be deemed to limit or exclude any of Lessor's rights of reentry or any other right granted to Lessor under this Lease or at law.

4. Lessee's Use of the Premises. Subject to the terms and conditions of this Lease, Lessee may use the Premises for (a) parking of tenants', subtenants', licensees', contractors', agents', invitees', customers vehicles, (b) vehicular and pedestrian ingress and egress between the Lessee's Property and the Premises, (c) landscaping, (d) surface drainage, and (e) uses incidental to the foregoing, including but not limited to, installation of parking controls and signs ("Lessee's Permitted Uses") and for no other purposes whatsoever. Lessee accepts the Premises in their present condition without warranty by Lessor as to present or future condition. Lessor is under no obligation to repair, maintain, or improve the Premises. Nothing in this Lease shall be construed as to give Lessee any right to use the Premises or other property or facilities except for Lessee's Permitted Uses.

5. Safety. Lessee shall adhere to the requirements of the National Electrical Code ("NEC"), the National Electrical Safety Code ("NESC"), the Occupational Safety and Health Act ("OSHA") and the Utah High Voltage Powerline Act, all of which are incorporated by reference, any governing authority having jurisdiction over the subject matter, and any other safety requirements PacifiCorp may require. Where difference in specifications may exist, the more stringent shall apply. All requirements referred to in this Lease shall mean the current edition of such code and shall include any additional requirements of any applicable federal, state, county or municipal code or regulatory agency. Lessee acknowledges that induction and shock incidents may occur when equipment is parked under energized transmission lines.

6. Lessor's Use of the Premises. Lessor will continue to use the Premises for the construction, operation, maintenance, repair, replacement, removal, and/or addition of transmission and distribution lines, poles, towers, communication lines, communication towers and ground equipment and other facilities and equipment associated with the generation, transmission, and distribution of power (collectively, "Lessor's Facilities"). Such use may also include equipment and facilities of others. Lessor will also continue to use the Premises to access adjoining properties and facilities, including properties and facilities that may be used in the future. The uses described in this paragraph, as they may be limited or further specified in this Lease, are referred to collectively as "Lessor's Permitted Uses." Lessor reserves the right to

access the Premises at any time and without notice to perform Lessor's Permitted Uses. In no event shall Lessor have any obligations, duties, or liabilities to Lessee with respect to loss or diminution of use caused thereby to Lessee or the Premises.

However, if the exercise of Lessor's Permitted Uses requires Lessee to make changes to any of Lessee's structures or other improvements located on the Premises, Lessor shall give Lessee at least 30 days' advance written notice (except in the case of an emergency) and thereafter work cooperatively with Lessee to allow Lessee to make reasonable changes or additions (subject to Lessor's reasonable approval) to the Lessee Improvements (as defined below) necessary to accommodate Lessor's Permitted Uses. Lessee acknowledges that activities related to Lessor's Permitted Uses may result in disruption, displacement, or temporary loss of access during construction. Lessee shall not be entitled to any loss or damages due to Lessor's Permitted Uses; however, if Lessor's Permitted Uses prevent or substantially limit Lessee's Permitted Uses, Lessee may terminate this Lease upon 30 days' written notice to Lessor.

7. Lessee Improvements.

7.1. Prior Written Consent. Lessor's prior written consent is required before Lessee may make improvements ("Lessee's Improvements") or changes to the Premises, including changing existing ground elevation, excavating, constructing paved or concrete parking areas, installing parking related structures or lighting structures, and/or installing landscaping. Before commencing work on Lessee's Improvements, Lessee shall provide Lessor with detailed plans and specifications for the proposed change or improvement at least 30 days in advance, for Lessor's approval. Lessee shall not begin any improvements until Lessee's plans are complete and have been approved by Lessor. Lessor shall have the right to approve, modify or deny the plans and specifications in Lessor's sole discretion. Improvements should be constructed of acceptable, non-metallic materials, such as pressure treated wood, polyvinyl chloride (PVC), fiberglass, concrete or carbon fiber.

7.2. Construction. All approved improvements shall be made in a good and workmanlike manner. Lessee shall timely cure, at Lessee's expense, any improvement that violates building codes or the laws or ordinances of any governing jurisdiction, in a manner reasonably satisfactory to Lessor.

8. Lessee's Use and Improvements.

8.1. Flammable Materials. Lessee shall not place or store any flammable material, including but not limited to chemical solvents, fuels, rubbish piles, haystacks, or lumber products on the Premises, excluding from this prohibition, however, motor vehicles fuels and lubricants properly contained in vehicles coming onto the Premises.

8.2 Storage; Proximity to Power Lines. Lessee shall not cause or permit any structure, building, automobile, or equipment to be placed, erected, or stored on the Premises without Lessor's prior written consent, nor shall Lessee, under any circumstances place any object or allow any person to come within 20 feet of any power lines on the Premises. Lessee acknowledges that electricity can arc between lines and persons or objects within 20 feet of the lines. Lessee assumes all risks related thereto.

8.3 Noxious Weeds. Lessee shall control the growth of any noxious weeds or other growth on the Premises in accordance with the requirements of any governmental agency having jurisdiction.

8.4 Notice of Damages or Theft. Lessee shall notify and give notice to Lessor of any mortality, theft, vandalism, loss, or damage to the Premises, within 24 hours of the discovery of any such event.

8.5 Condition of Premises. Lessee shall keep and maintain the Premises in a clean, prudent, and husband like manner and in conformity with good conservation and business practices.

8.6 Off Road Travel. Vehicular travel off established roads is prohibited except for customary and routine maintenance of the Premises.

8.7 Alcohol, Drugs, Firearms and Tobacco Prohibited. Lessee, its employees, agents, principals, and/or invitees shall not utilize, consume, or bring on to the Premises firearms, alcohol, illegal drugs, or marijuana or tobacco products.

8.8 Vegetation.

a. Lessee shall not plant any trees or other vegetation under or near Lessor's transmission lines that will grow to a height greater than 12 feet and shall otherwise keep and maintain the Premises clear of all brush, trees and timber that exceeds 12 feet in height or any other vegetation that may endanger Lessor's facilities or improvements or that may impede Lessor's use or access to the Premises.

b. No landscaping other than grass or gravel types of materials shall be placed within 50 feet of Lessor's electrical structures including guys and anchors.

c. Lessee will verify that any installed landscaping or irrigation shall have proper drainage so that the ground is stable enough for Lessor's equipment weighing in excess of 50 tons.

d. All proposed irrigation, including sprinklers, shall be designed to handle equipment weighing in excess of 50 tons.

9. Assignment and Subletting. Lessee may not transfer or assign this Lease in whole or in part, and may not sublet any portion of the Premises without the express written approval of Lessor, which approval shall be in Lessor's sole discretion.

10. No Liens, Encumbrances or Claims. If any lien, encumbrance, or claim (collectively, a "Claim") is filed or recorded against the Premises from any action or inaction by Lessee, Lessee shall immediately remove the Claim or provide a bond to cover it.

11. Compliance With Law; No Waste. Lessee shall comply with all laws, ordinances, and regulations pertaining to Lessee's Use of the Premises, including environmental laws and regulations. Lessee shall indemnify, defend, and hold harmless Lessor from loss, cost, or damage by reason of any actual or alleged violation by Lessee thereof, and from any liability, including fines, penalties and other costs, arising out of Lessee's failure to so comply. Lessee shall at all times keep the Premises in a neat and orderly manner reasonably satisfactory to Lessor. Lessee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb adjoining landowners, or which may violate the law.

12. Indemnification. Lessee shall indemnify, defend, and hold harmless Lessor, its parent and affiliates, and its and their respective officers, directors, employees and agents from any and all liability, claim, loss, costs, damages, or expenses (collectively, "Liabilities") arising by reason of any personal injury, including death, or property damage, including Lessee's and Lessor's property and the property of all other persons, occurring on or about the Premises and arising in connection with Lessee's use of the Premises. Lessee covenants and agrees to, at all times, protect Lessor and the Premises, including Lessor's improvements or property on the Premises, from any and all injury, damage, or loss by reason of any cause whatsoever growing out of or related to Lessee's use of the Premises.

13. Insurance. Without limiting any liabilities or any other obligations of Lessee, Lessee shall procure and continuously maintain for the duration of this Lease, with insurers having an A.M. Best's rating of A/VII or better, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease or Lessee's use or occupancy of the Premises as follows:

13.1 Workers' Compensation. Lessee shall comply with all applicable Workers' Compensation laws and furnish proof thereof satisfactory to Lessor prior to use, occupancy or commencing work on the Premises.

13.2 Employers' Liability. Lessee shall maintain employers' liability insurance with limits not less than of $1,000,000 each accident, $1,000,000 disease each employee, and $1,000,000 by disease policy limit.

13.3 Commercial General Liability. Lessee shall maintain Commercial General Liability insurance the most recently approved ISO (Insurance Services Office) policy, or its equivalent, written on an occurrence basis, with limits not less than $1,000,000 per occurrence and $2,000,000 general aggregate (on a per location basis) to protect against and from any and all loss by reason of bodily injury or property damage on or about the Premises, including the following coverages:

a. Premises and operations coverage
b. Independent contractor's coverage
c. Contractual liability
d. Broad form property damage liability
e. Personal and advertising injury liability, with the contractual exclusion removed

f. Sudden and accidental pollution liability, as applicable

13.4 Business Automobile Liability. Lessee shall maintain Business Automobile Liability insurance the most recently approved ISO policy, or its equivalent, with a minimum single limit of $1,000,000 for bodily injury and property damage including sudden and accidental pollution liability, with respect to Lessee's vehicles whether owned, hired or non-owned, assigned to or used in any way on the Premises.

13.5 Umbrella Liability. Lessee must maintain umbrella or excess liability insurance with a minimum limit of $5,000,000 each occurrence/aggregate where applicable on a following form basis to be excess of the insurance coverage and limits required in employers' liability insurance, commercial general liability insurance and business automobile liability insurance above. Lessee must notify PacifiCorp if at any time the full umbrella limit required under this Lease is not available, and will purchase additional limits, if requested by PacifiCorp. Such insurance policies must be maintained to cover any liability arising from Lessee's use of the Premises and indemnification identified in Section 12 of this Lease.

13.6 Adequate Coverage. Lessor does not represent that the insurance coverages specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Lessee, and Lessee shall be solely responsible for any deficiencies thereof.

13.7 Additional Insured. Except for workers' compensation, the policies required herein shall include provisions or endorsements naming Lessor, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, agents, employees, servants and insurers as additional insureds or loss payees, as applicable to specific insurance coverage. The commercial general liability additional insured endorsement shall be ISO Form CG 20 10 and ISO Form CG 20 37, or their equivalents.

13.8 Lessee's Insurance Primary; No Right of Recovery or Subrogation. To the extent of Lessee's negligent acts or omissions, all policies required by this Lease shall include: (i) provisions that such insurance is primary insurance with respect to the interests of and that any other insurance maintained by Lessor (including self-insurance) is excess and not contributory insurance with the insurance required hereunder; and (ii) provisions that the policy contain a cross liability or severability of interest clause or endorsement in the commercial general liability and automobile liability coverage. Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against Lessor, its parent, divisions, affiliates, subsidiary companies, co-lessees or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all of the above-referenced entities evidenced by waiver of subrogation wording.

13.9 Certificate of Insurance. Lessee shall provide a certificate of insurance to Lessor confirming the issuance of such insurance prior to the Commencement Date. Lessee shall not cancel or reduce limits of liability without (i) 10 calendar days' prior written notice to Lessor if canceled for nonpayment of premium; or (ii) 30 calendar days' prior written notice to Lessor if canceled for any other reason. Lack of notification shall be considered a material breach of this Lease.

14. Termination. This Lease may be terminated prior to the expiration of its initial term or any Extension Period upon the happening of any of the following events:

14.1. Failure to Pay Rent. Lessor may terminate this lease upon Lessee's failure to pay Rent, or any other monetary sums required to be paid under this Lease, where such failure continues for 30 days after written notice thereof by Lessor to Lessee.

14.2. Failure to Perform. Lessor may terminate this lease upon Lessee's failure to observe and perform any other term, covenant, or condition of this Lease to be observed or performed by Lessee where such failure continues for 40 days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of the default cannot reasonably be cured within the 40 day period, Lessee shall not be deemed to be in default if Lessee shall within the 40 day period commence action to cure the default and thereafter diligently prosecute the same to completion.

14.3. Termination by Notice. Lessor or Lessee may terminate this lease at any time for any reason with 60 days' written notice to the other Party.

15. Events Upon Termination. Upon expiration or termination of this Lease, Lessee shall not be entitled to damages of any kind, including lost profits or relocation costs or expenses. Lessee agrees to promptly remove all personal property and surrender the Premises in good condition satisfactory to Lessor, reasonable wear and tear excepted. If, upon the expiration or termination of the Lease, Lessor is required to dispose of Lessee Improvements which are not affixed to the real property, or which have not been consented to in writing by Lessor, then Lessee agrees to reimburse Lessor for the reasonable costs of such removal. The obligations under this Section shall survive termination or expiration of this Lease.

16. Lessor's Other Rights. In addition to all other rights provided herein or by law, Lessor shall have the right to enter upon and inspect the Premises at all reasonable times, to show or sell the Premises, to assign its rights under this Lease, or to mortgage or pledge the Premises as security to a lender, in which event the Lessee will subordinate its rights as may be reasonably necessary to accommodate the security interest of lender.

17. Eminent Domain.

17.1 Partial Taking. If a portion of the Premises is condemned and Section 17.2 does not apply, Lessor shall be entitled to all the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation; however, Lessee shall have the right to terminate the lease upon 30 days' advance written notice. If Lessee does not terminate, the Lease shall continue on the existing terms.

17.2 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for the Lessee's Permitted Uses, the Lease shall terminate as of the date the title vests in the condemning authority. Lessor shall be entitled to all the proceeds of condemnation, and Lessee shall have no

claim against Lessor as a result of the condemnation; however, Lessee may pursue its own award against the condemning authority.

18. Miscellaneous.

18.1. Notice. Any notice, consent or request under this Lease shall be made and in writing and is considered given under this Lease when actually received, either as a result of: (i) personal delivery to the recipient named below, (ii) delivery by express carrier such as FedEx or UPS, or (iii) delivery by United States mail, either registered or certified, as evidenced by return receipt, addressed by name and address to the Party intended. Inability to deliver due to change of address for which no notice was given or refusal to accept delivery shall be deemed delivery hereunder. All notices shall be given to the following:

LESSOR: PacifiCorp Property Management Department 1407 West North Temple Salt Lake City, Utah 84116	LESSEE West Valley City 3600 Constitution Blvd. West Valley, UT 84119

Upon written notification, either Party may designate a different individual or address for notices.

18.2. Titles and Captions. Section titles and captions to this Lease are for convenience only and shall not be deemed part of this Lease and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or subparts of this Lease.

18.3. Applicable Law. This Lease shall be construed in accordance with and governed by the laws of the state of Utah.

18.4. Binding Effect Upon Successors. This Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns; provided that this provision shall not be construed as permitting assignment, substitution, delegation, or other transfer of rights or obligations except strictly in accordance with the provisions of this Lease.

18.5. Integration. This Lease constitutes the entire agreements between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Lease shall affect or be deemed to interpret, change, or restrict the express provisions hereof.

18.6. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement term, or condition. Either Party may, by notice delivered in the manner provided in this Lease, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of the other Party. No waiver shall affect or alter the remainder of this Lease but each and every

other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other breach.

18.7. Rights and Remedies. The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Lease shall not preclude the exercise of any other provisions. Each Party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Parties for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

18.8. Severability. If any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Lease and shall in no way effect any other covenant or condition contained herein. If such condition, covenant, or other provisions shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

18.9. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Lease or if a Party finds it necessary to retain an attorney to enforce its rights under this Lease, all costs and expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorney's fees, shall be paid by the non-prevailing Party.

18.10. Authorization. Each Party covenants and warrants to the other that it has full right, power, and authority to execute this License and that the execution and performance thereof will not violate any applicable laws, ordinances or covenants, or the provisions of any agreement binding on that Party. Each Party represents that its representative who executes this Lease has been duly authorized to do so by appropriate corporate action.

18.11. Recordation. This Lease may not be recorded on behalf of either Party; however, upon Lessee's request, Lessor and Lessee agree to record a "short form" of the Lease, which shall contain a description of the Premises, the term of the Lease, and the Parties to the Lease. The short form of the Lease shall not modify the terms of the Lease or be used in interpreting the Lease and in the event of any inconsistency between this Lease and the short form of the Lease, the terms and conditions of this Lease shall control.

18.12. Counterparts; Digital Signature, Electronic Delivery. This Lease may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. The Parties may sign a counterpart with a digital signature. Signatures transmitted in PDF format by electronic mail shall be binding upon the Parties with the same force and effect as original signatures.

18.13. Jury Waiver. 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 LEASE. 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.

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year last written below.

LESSOR:

PACIFICORP, an Oregon corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

LESSEE:

West Valley City, a Utah municipal corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

_____
City Recorder

Approved as to form 9/30/2026
Brandon Hill

EXHIBIT A

Lessor's Property / Premises

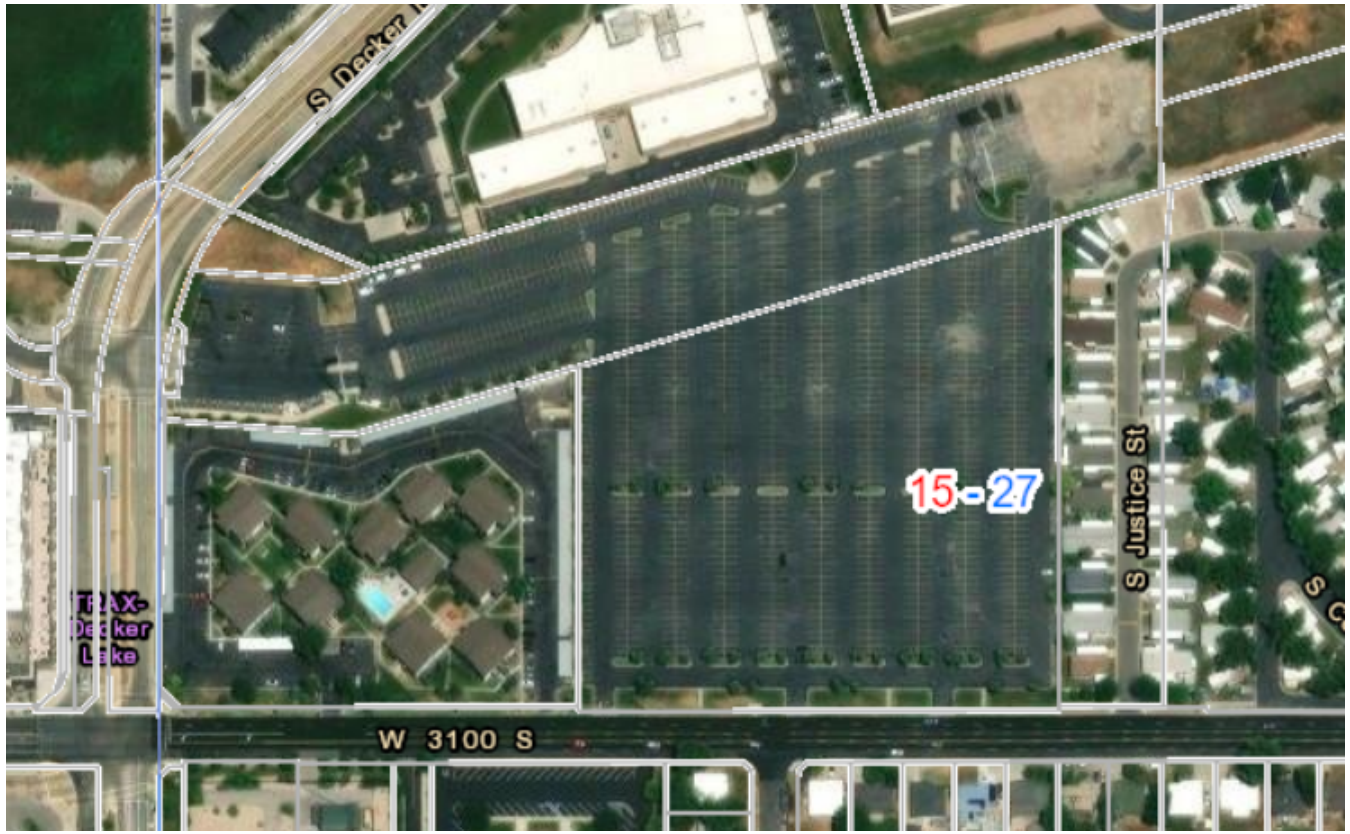


WEST VALLEY CITY

Lease Agreement with PacifiCorp

Lease of portion of "Lot D"

“Lot D” at Maverik Center



WEST VALLEY CITY

PacifiCorp Lease Agreement

- Portion of “Lot D” located in the powerline corridor owned by PacifiCorp.
- $9,972.00 annually.
- 3% annual increases to lease rate.
- 5-year initial lease term.
- Three consecutive 5-year extensions.

WEST VALLEY CITY

West Valley City Issue Paper

City Council Review

Description: *Purchase Ambulance Remounts and Stretcher Systems*

Fiscal Impact: $333,261.08

Funding Source: *Ambulance Fund*

Account #: *66-6625-40750*

Budget Opening Required: **Y**

Issue: Authorization to purchase two ambulance remounts, two Stryker XT stretchers, two Stryker MTS load systems, and three-year Stryker ProCare coverage.

Summary: This issue paper seeks authorization to remount two existing ambulance patient compartments onto new chassis and purchase two Stryker XT stretchers with MTS load systems. The purchase also includes three years of Stryker ProCare coverage for preventative maintenance, repairs, and replacement parts. Available trade-in credits will be applied toward the purchase.

Background: The cost of one new ambulance patient compartment in 2025 was $229,225. This cost does not include the chassis, stretcher, or load system. By comparison, the cost to remount an existing ambulance patient compartment onto a new chassis is $105,250.

Remounting the Department's existing ambulance patient compartments represents a savings of $123,975 per ambulance, or $247,950 for two ambulances, compared with purchasing two new patient compartments. The existing patient compartments remain in good condition and can continue to provide years of service when installed on new chassis.

Frazer will complete the following work as part of each ambulance remount:

- Conversion from Onan to MEPS
- Delivery of both completed units to Salt Lake City, Utah
- Liquid Spring installation on both chassis
- Reconnection of the existing electric locks and hidden switch
- Replacement of rear wall lights and BTT lights as required when transitioning to newer model-year chassis
- Chassis interior modifications, including the console, siren speakers, 120 VAC system, and related components

The Department's front-line ambulance fleet currently utilizes Stryker XT stretchers with MTS load systems. These systems have performed well and have proven superior to the Department's previous stretcher systems. Purchasing the same equipment for these two ambulances will standardize stretchers and load systems across the front-line ambulance fleet. Standardization will improve equipment consistency, training, familiarity, and interoperability between ambulance crews.

The purchase also includes three years of Stryker ProCare coverage for the stretchers and load systems. ProCare provides preventative maintenance and coverage for repairs and replacement parts during the coverage period.

Item	Quantity	Unit Cost	Total Cost
Frazer remount	2	$105,250.00	$210,500.00
Stryker XT Stretcher	2	$25,012.80	$50,025.60
Stryker MTS Load System	2	$32,918.34	$65,836.68
Stretcher XT ProCare- 3 Years	2	$2,099.50	$4,199.00
Load System MTS ProCare- 3 Years	2	$5,349.90	$10,699.80
Stryker Trade-In Credit	2	($4,000.00)	($8,000.00)
Total Purchase			$333,261.08

Recommendation: Approve the purchase.

Department: Fire
Submitted by: Mark Ownsbey, Deputy Chief
Date: October 1, 2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO AMBULANCE REMOUNTS AND RELATED EQUIPMENT FROM FRAZER, LTD.

WHEREAS, the City desires to remount two ambulances and purchase compatible equipment for use by the Fire Department; and

WHEREAS, the remounted ambulances must be fully compatible with existing equipment to ensure reliability; and

WHEREAS, Frazer, Ltd. provides compatible equipment and remounting services, has been awarded an interlocal purchasing contract, and can provide the remounting services and related equipment at a price meeting City budget parameters; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to complete said purchase from Frazer, Ltd. for an amount not to exceed $333,261.08 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City Issue Paper

City Council Review

Description: *Purchase F-350 For Squad 72*

Fiscal Impact: $75,285.00

Funding Source: *Ambulance Fund*

Account #: *66-6625-40750*

Budget Opening Required: **Y**

Issue: Authorization of the purchase of one - F-5350 4x4 Chassis

Summary: This issue paper seeks authorization to purchase one Ford F-350 4x4 chassis for the purpose of replacing the temporary F150 that is functioning as Squad 72. This truck has over 140,000 miles and was not designed for this type of response.

Background: On January 1 this year the department implemented a program to relieve some of the wear and tear on our heavy apparatus (*Fire Engines and Ladder trucks*). We put in service a 2026, F350 pickup truck staffed with 2 personnel, called a Squad. It covers less urgent medical calls (*priority 2*) so that we don't put as much wear on heavy apparatus. Squad 73 was able to cover priority 2 type calls for Ladder 73, and Engine 75. It has proven to be a huge success. The squad has taken 33% of the workload for each apparatus. This has also had a positive effect on dispersing the call volume in those busy areas, so the firefighters are running slightly fewer calls per firefighter, which means they get more rest at night, improving recovery and mental health.

This squad concept was so successful that on July 1 we added a second squad and placed it at station 72. It is called Squad 72 and covers those same priority 2 medical calls for Engine 72, and Tower 74. We are seeing the same success with this squad. However, to start Squad 72 we utilized a high mileage light fleet vehicle (F150) that was about to be decommissioned. We knew we would have to get a replacement quickly, but we wanted to make sure the squad concept was really going to work at this station too before purchasing a new vehicle. Due to the great success we are seeing, we would now like to purchase that replacement vehicle. We are also sending these squads to all fire calls. The additional manpower this provides helps us meet NFPA 1750 which sets the standard for the number of firefighters needed to respond on the initial dispatch to structure fires.

Item	Quantity	Unit Cost	Total Cost
Ford F-350 4x4 Chassis	1	$60,045	$60,045
Truck Vault organizer	1	$11,540	$11,540
Camper Shell	1	$3,700	$3,700
Total Purchase	3	$75,285	$75,285

Recommendation: Approve the purchase.

Department: Fire
Submitted by: Mark Ownsbey, Deputy Chief
Date: October 1, 2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF A VEHICLE AND RELATED EQUIPMENT FOR USE BY THE FIRE DEPARTMENT.

WHEREAS, West Valley City wishes to purchase an F-350 truck and associated equipment for use by the Fire Department; and

WHEREAS, Young Ford holds the state contract to provide said vehicle and equipment at a price within City budget parameters; 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 purchase said vehicle and equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase said vehicle and equipment from Young Ford for an amount not to exceed $75,285.00 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City Issue Paper

City Council Review

Description: *Purchase F-550 Chassis*

Fiscal Impact: $141,032.00

Funding Source: *Ambulance Fund*

Account #: *66-6625-40750*

Budget Opening Required: **Y**

Issue:

Authorization of the purchase of two- F-550 4x4 Chassis

Summary:

This issue paper seeks authorization to purchase two Ford F-550 4x4 chassis for the purpose of remounting two existing West Valley City Fire Department ambulances.

Background:

Over the past several years, the West Valley City Fire Department has worked to update and standardize its ambulance fleet with 14-foot ambulances. While the ambulance patient compartments (boxes) remain in relatively good condition, the current chassis have accumulated high mileage and are approaching the end of their useful service life.

The Department has identified two ambulances for chassis replacement: ambulance ICN 731571, which currently has more than 160,000 miles, and ambulance ICN 731558, which currently has more than 180,000 miles. Both of these ambulances are currently equipped with two-wheel-drive chassis. The new chassis will be four-wheel drive, providing improved traction and vehicle capability during adverse weather and road conditions.

Remounting the existing ambulance boxes onto new four-wheel-drive chassis will extend the service life of these ambulances, improve their operational capabilities, and allow the Department to continue utilizing patient compartments that remain in good condition.

Item	Quantity	Unit Cost	Total Cost
Ford F-550 4x4 Chassis	2	$70,516	**$141,032**
Total Purchase	**2**		**$141,032**

Recommendation: Authorize the purchase.

Department: Fire
Submitted by: Mark Ownsbey, Deputy Chief
Date: October 1, 2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF TWO FORD F-550 CHASSIS FOR USE BY THE FIRE DEPARTMENT.

WHEREAS, West Valley City wishes to purchase two Ford F-550 chassis for use by the Fire Department; and

WHEREAS, Young Ford holds the state contract to provide said vehicles at a price within City budget parameters; 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 purchase said vehicles.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase said vehicles from Young Ford for an amount not to exceed $141,032.00 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City Issue Paper

City Council Review

Description: *Authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement*

Fiscal Impact: $9,600.00 plus closing costs (6.77% of actual cost)

Funding Source: *Surface Transportation Funds*

Account #: *45-9610-40750-75281-0600*

Budget Opening Required: *No*

Issue:

Authorization of a Real Estate Purchase Agreement and acceptance of a Perpetual Easement and a Temporary Construction Easement.

Summary:

Marlin R. Baer and Connie B. Baer have signed a Real Estate Purchase Agreement along with a Perpetual Easement and a Temporary Construction Easement in favor of West Valley City for property located at 4007 S. Jester Drive (15-34-481-009).

Background:

The Daniel W. Spendlove and Christine Spendlove property located at 4007 S. Jester Drive is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is $9,600.00 plus closing costs. The city portion of the matching funds on the project ($649.92) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

Recommendation:

Authorize the mayor to execute the Real Estate Purchase Agreement and accept Perpetual Easement and Temporary Construction Easement. The recording of documents and distribution of funds will be handled by UDOT.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 09/17/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN REAL ESTATE PURCHASE CONTRACT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM MARLIN AND CONNIE BAER FOR PROPERTY LOCATED AT 4007 SOUTH JESTER DRIVE.

WHEREAS, Marlin and Connie Baer (herein and collectively "Owner") have entered into a Real Estate Purchase Contract for property located at 4007 South Jester Drive that is affected by the 3900 South Project (herein "Project"); and

WHEREAS, Owner has also signed a Temporary Construction Easement and a Perpetual Easement (the "Documents"), as required for the Project; and

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

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

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

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Docusign Envelope ID: 7717802B-2C0C-8C20-82AF-F4C8DD5A7321

WEST VALLEY CITY Utah

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 115:2E, 115:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-009-0000
Property Address: 4007 South Jester Drive, WEST VALLEY CITY, UT 84123
Owner's Address: 4007 South Jester Drive, WEST VALLEY CITY, UT 84123
Primary Phone: 801-831-7649 Owner's Home Phone: 801-831-7649 Owner's Work Phone:
Owner / Grantor (s): Marlin R. Baer and Connie B. Baer, husband and wife as joint tenants

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Marlin R. Baer and Connie B. Baer, husband and wife as joint tenants ("Owner") agrees to sell to City of Taylorsville or West Valley City ("The City") the Subject Property described below for Transportation Purposes,[1] and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 115:2E, 115:CE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $9,600 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **$1,500 for temporary sprinklers, which is included in the total purchase price.**

3. SETTLEMENT AND CLOSING.

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

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

DS MRB DS CBB

Grantor's Initials

Docusign Envelope ID: 7717802B-2C0C-8C20-82AF-F4C8DD5A7321

Project No: F-2172(9)8 Parcel No.(s): 115:2E, 115:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-009-0000
Property Address: 4007 South Jester Drive, WEST VALLEY CITY, UT 84123
Owner's Address: 4007 South Jester Drive, WEST VALLEY CITY, UT 84123
Primary Phone: 801-831-7649 Owner's Home Phone: 801-831-7649 Owner's Work Phone:
Owner / Grantor (s): Marlin R. Baer and Connie B. Baer, husband and wife as joint tenants

4.2 Fees/Costs.

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

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

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

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

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

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

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

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

11. ADDITIONAL TERMS (IF APPLICABLE):

11.1 The project is to restore impacted landscaping (sod)/irrigation, replace impacted fencing along r/w with privacy fence/wall, connect impacted side fences to new privacy fence/wall, and sawcut/replace impacted concrete pads (pickleball court, patio slabs).

11.2 Owner Acknowledges receiving payment for the following improvements acquired: 1 medium tree for $1,000 and misc. bushes for $500 for a total payment of $1,500, which is included in the total purchase price.

11.3 Owner(s)/Grantor(s) acknowledge receiving an Administrative Settlement in the amount of $2,000, which represents a final global settlement of all outstanding just compensation issues related to this transaction with the Owner, including any claim for severance damages. The Administrative Settlement is included in the total Purchase Price.

DS MRB DS CBB

Grantor's Initials

Docusign Envelope ID: 7717802B-2C0C-8C20-82AF-F4C8DD5A7321

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 115:2E, 115:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-009-0000
Property Address: 4007 South Jester Drive, WEST VALLEY CITY, UT 84123
Owner's Address: 4007 South Jester Drive, WEST VALLEY CITY, UT 84123
Primary Phone: 801-831-7649 Owner's Home Phone: 801-831-7649 Owner's Work Phone:
Owner / Grantor (s): Marlin R. Baer and Connie B. Baer, husband and wife as joint tenants

SIGNATURE PAGE TO WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Tammy Evans, through Kimley-Horn & Associates, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

DocuSigned by: Marlin R. Baer 9/14/2026
3E379300D548478...

Date

DocuSigned by: CONNIE B BAER 9/14/2026
D67FC40BFCB9479...

Date

100% Marlin R. and Connie B. Baer - OWNER(s)

WEST VALLEY CITY

Karen Lang, Mayor

Date

DS MRB DS CBB

Grantor's Initials

Docusign Envelope ID: 7717802B-2C0C-8C20-82AF-F4C8DD5A7321

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 115:2E, 115:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-009-0000
Property Address: 4007 South Jester Drive, WEST VALLEY CITY, UT 84123
Owner's Address: 4007 South Jester Drive, WEST VALLEY CITY, UT 84123
Primary Phone: 801-831-7649 Owner's Home Phone: 801-831-7649 Owner's Work Phone:
Owner / Grantor (s): Marlin R. Baer and Connie B. Baer, husband and wife as joint tenants

Exhibit A
(Attach conveyance documents)

DS MRB DS CBB

Grantor's Initials

Docusign Envelope ID: 7717802B-2C0C-8C20-82AF-F4C8DD5A7321

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

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

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-481-009
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:115:CE

MARLIN R. BAER and CONNIE B. BAER, husband and wife as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 42 King's Row Subdivision No. 4, according to the official plat thereof recorded January 31, 1977 as Entry No. 2903951 in Book 77-1 at Page 27, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the Southwest corner of said Lot 42 which point is 68.33 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 42+43.69 and running thence N.16°30'00"W. 1.00 feet along the westerly boundary line of said Lot 42 to a point 69.33 feet radially distant northwesterly from said control line opposite Engineers station 42+43.67; thence N.71°40'07"E. 149.94 feet to the easterly boundary line of said Lot 42 at a point 76.01 feet radially distant northwesterly from said control line opposite Engineers station 43+93.47; thence S.20°27'00"E. 1.00 feet along

Continued on Page 2

Docusign Envelope ID: 7717802B-2C0C-8C20-82AF-F4C8DD5A7321

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:115:CE

the easterly boundary line of said Lot 42 to a point 75.01 feet radially distant northwesterly from said control line opposite Engineers station 43+93.55 to the Southeast corner of said Lot 41; thence S.71°40'07"W. 150.01 feet along the southerly boundary line of said Lot 42 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 150 square feet or 0.003 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

_____
Marlin R. Baer

_____
Connie B. Baer

On this _____ day of _____, in the year 20___, before me personally appeared MARLIN R. BAER and CONNIE B. BAER, husband and wife as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

_____
Notary Public

Docusign Envelope ID: 7717802B-2C0C-8C20-82AF-F4C8DD5A7321

Tax ID No.: 15-34-481-009
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No. 2172:115:CE

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from MARLIN R. BAER and CONNIE B. BAER, husband and wife as joint tenants (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to MARLIN R. BAER and CONNIE B. BAER, husband and wife as joint tenants (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

_____ _____
Signature Date
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____ , 20___.

SEAL

_____
Notary Public

Docusign Envelope ID: 7717802B-2C0C-8C20-82AF-F4C8DD5A7321

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

Temporary Easement

Salt Lake County

Tax ID No. 15-34-481-009
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:115:2E

MARLIN R. BAER and CONNIE B. BAER, husband and wife as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of Lot 42 King's Row Subdivision No. 4, according to the official plat thereof recorded January 31, 1977 as Entry No. 2903951 in Book 77-1 at Page 27, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the Southwest corner of said Lot 42 which point is 68.33 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 42+43.69 and running thence N.16°30'00"W. 5.00 feet along the westerly boundary line of said Lot 42 to a point 73.34 feet radially distant northwesterly from said control line opposite Engineers station 42+43.62; thence N.71°40'07"E. 149.67 feet to the easterly boundary line of said Lot 42 at a point 80.00 feet radially distant northwesterly from said control line opposite Engineers station 43+93.14; thence S.20°27'00"E. 5.00 feet along the easterly boundary line of said Lot 42 to a point 75.01 feet radially distant northwesterly from said control line opposite Engineers station 43+93.55 to the Southeast corner of said

Continued on Page 2

Docusign Envelope ID: 7717802B-2C0C-8C20-82AF-F4C8DD5A7321

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:115:2E

Lot 41; thence S.71°40'07"W. 150.01 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 749 square feet or 0.017 acre more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

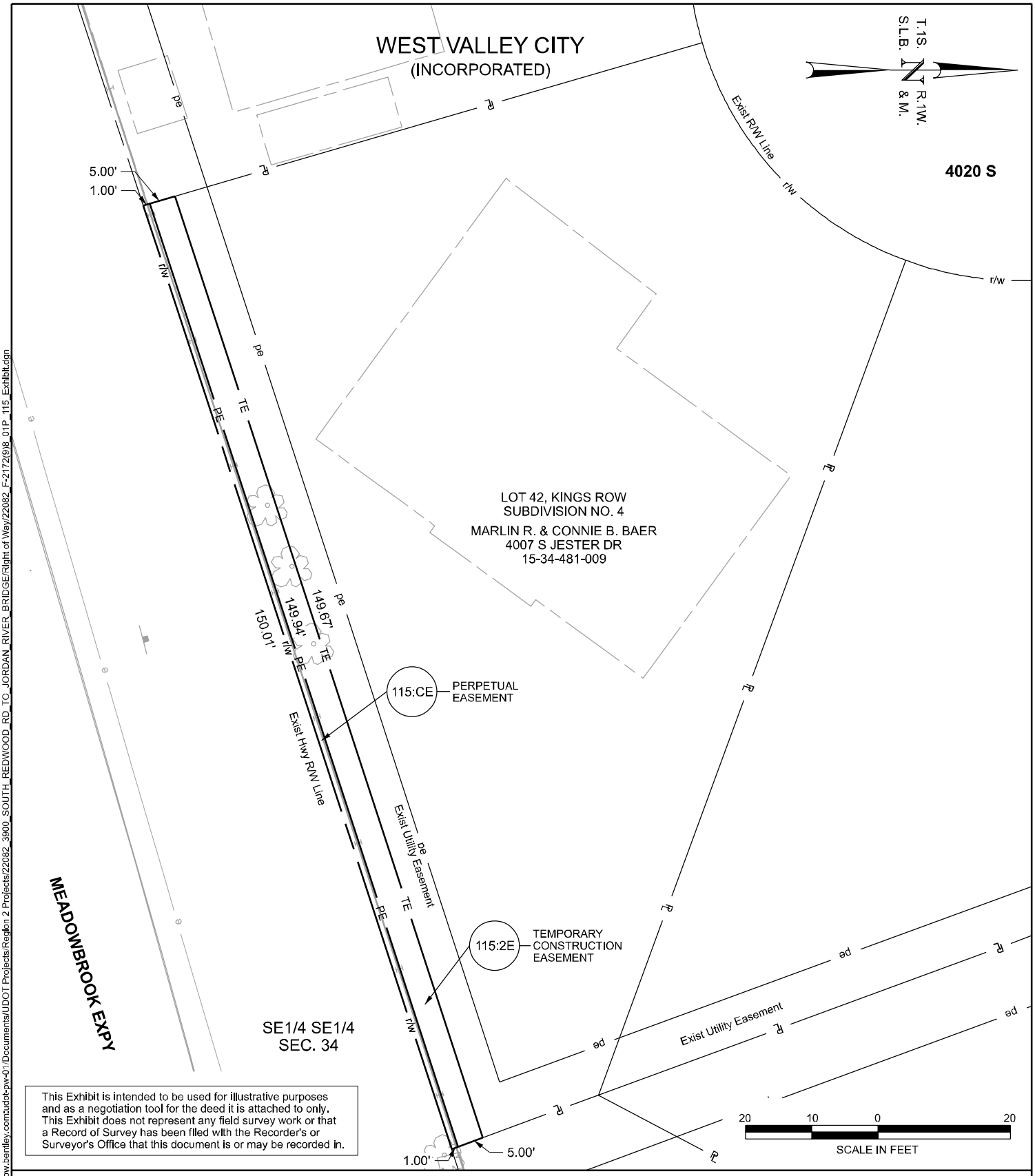
_____
Marlin R. Baer

_____
Connie B. Baer

On this _____ day of _____, in the year 20___, before me personally appeared MARLIN R. BAER and CONNIE B. BAER, husband and wife as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

_____
Notary Public

Docusign Envelope ID: 7717802B-2C0C-8C20-82AF-F4C8DD5A7321



This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
115:CE	MARLIN R. & CONNIE B. BAER	0.003	150	NONE		PERPETUAL	
115:2E	MARLIN R. & CONNIE B. BAER	0.017	749	NONE		TEMPORARY	

EXHIBIT NO. 115-EXHIBIT	PARTIAL SUMMARY NO. 01P			PROPERTY OWNER:	MARLIN R. & CONNIE B. BAER
PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADRESS:	4007 S JESTER DR
	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2172(9)8	PIN	22082	REGION 2 - KIMLEY-HORN	

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_01P_115_ExhibIt.dgn

6-MAY-2026

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

Temporary Easement

Salt Lake County

Tax ID No. 15-34-481-009
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:115:2E

MARLIN R. BAER and CONNIE B. BAER, husband and wife as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of Lot 42 King's Row Subdivision No. 4, according to the official plat thereof recorded January 31, 1977 as Entry No. 2903951 in Book 77-1 at Page 27, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the Southwest corner of said Lot 42 which point is 68.33 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 42+43.69 and running thence N.16°30'00"W. 5.00 feet along the westerly boundary line of said Lot 42 to a point 73.34 feet radially distant northwesterly from said control line opposite Engineers station 42+43.62; thence N.71°40'07"E. 149.67 feet to the easterly boundary line of said Lot 42 at a point 80.00 feet radially distant northwesterly from said control line opposite Engineers station 43+93.14; thence S.20°27'00"E. 5.00 feet along the easterly boundary line of said Lot 42 to a point 75.01 feet radially distant northwesterly from said control line opposite Engineers station 43+93.55 to the Southeast corner of said

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:115:2E

Lot 41; thence S.71°40'07"W. 150.01 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 749 square feet or 0.017 acre more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

_____
Marlin R. Baer

_____
Connie B. Baer

On this _____ day of _____, in the year 20___, before me personally appeared MARLIN R. BAER and CONNIE B. BAER, husband and wife as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

_____
Notary Public

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

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

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-481-009
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:115:CE

MARLIN R. BAER and CONNIE B. BAER, husband and wife as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 42 King's Row Subdivision No. 4, according to the official plat thereof recorded January 31, 1977 as Entry No. 2903951 in Book 77-1 at Page 27, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the Southwest corner of said Lot 42 which point is 68.33 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 42+43.69 and running thence N.16°30'00"W. 1.00 feet along the westerly boundary line of said Lot 42 to a point 69.33 feet radially distant northwesterly from said control line opposite Engineers station 42+43.67; thence N.71°40'07"E. 149.94 feet to the easterly boundary line of said Lot 42 at a point 76.01 feet radially distant northwesterly from said control line opposite Engineers station 43+93.47; thence S.20°27'00"E. 1.00 feet along

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:115:CE

the easterly boundary line of said Lot 42 to a point 75.01 feet radially distant northwesterly from said control line opposite Engineers station 43+93.55 to the Southeast corner of said Lot 41; thence S.71°40'07"W. 150.01 feet along the southerly boundary line of said Lot 42 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 150 square feet or 0.003 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

_____
Marlin R. Baer

_____
Connie B. Baer

On this _____ day of _____, in the year 20___, before me personally appeared MARLIN R. BAER and CONNIE B. BAER, husband and wife as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

_____
Notary Public

Tax ID No.: 15-34-481-009
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No. 2172:115:CE

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from MARLIN R. BAER and CONNIE B. BAER, husband and wife as joint tenants (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to MARLIN R. BAER and CONNIE B. BAER, husband and wife as joint tenants (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

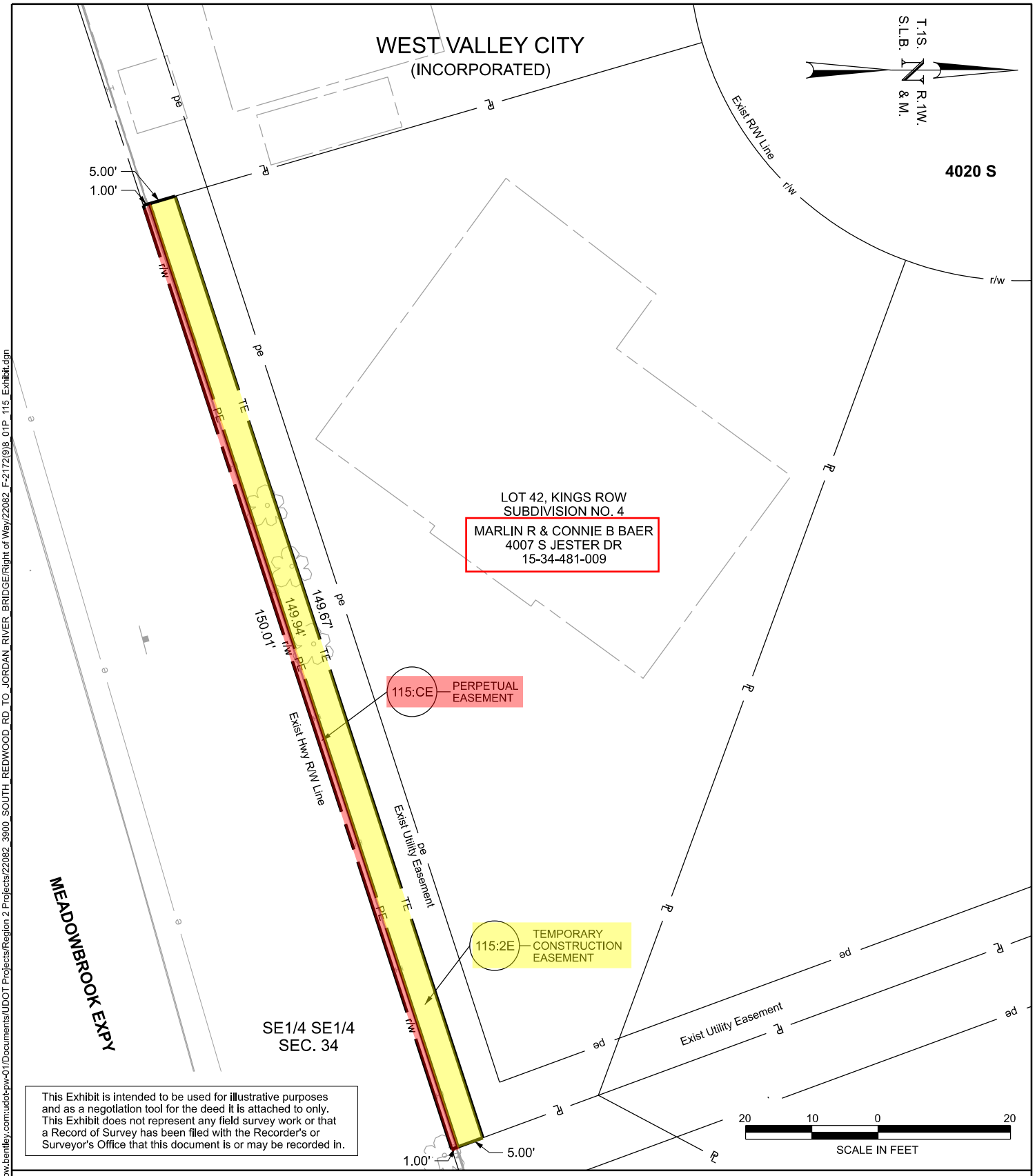
_____ _____
Signature Date
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____ , 20___.

SEAL

_____
Notary Public



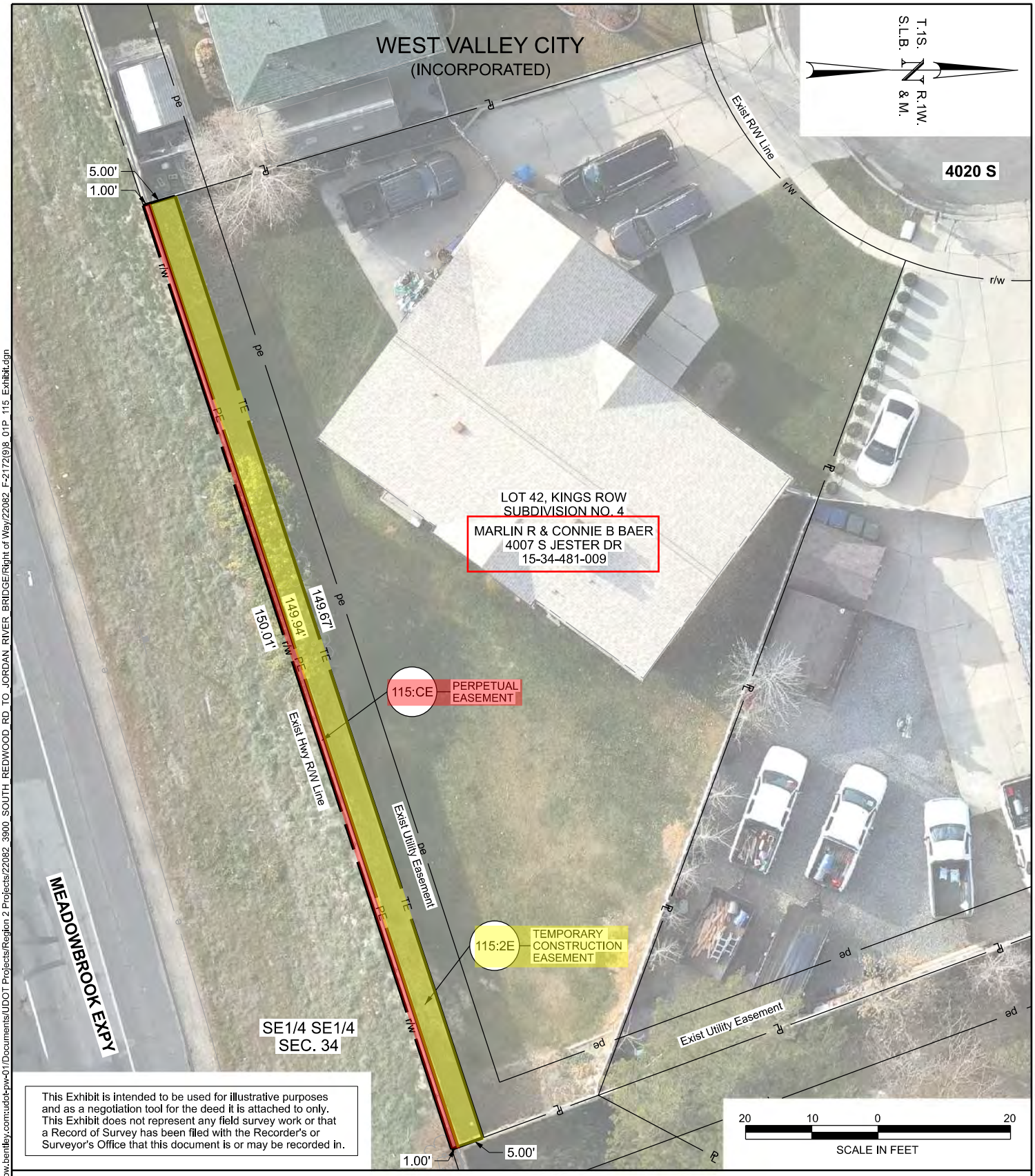
This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
115:CE	MARLIN R & CONNIE B BAER	0.003	150	NONE	0.249	PERPETUAL	
115:2E	MARLIN R & CONNIE B BAER	0.017	749	NONE	0.249	TEMPORARY	

EXHIBIT NO. 115-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	MARLIN R & CONNIE B BAER
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADRESS:	4007 S JESTER DR
	TO JORDAN RIVER BRIDGE	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2172(9)8 PIN 22082	REGION 2 - KIMLEY-HORN	

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_01P_115_Exhibit.dgn

13-MAR-2026



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
115:CE	MARLIN R & CONNIE B BAER	0.003	150	NONE	0.249	PERPETUAL	
115:2E	MARLIN R & CONNIE B BAER	0.017	749	NONE	0.249	TEMPORARY	

EXHIBIT NO. 115-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	MARLIN R & CONNIE B BAER
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADRESS:	4007 S JESTER DR
	TO JORDAN RIVER BRIDGE	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2172(9)8 PIN 22082	REGION 2 - KIMLEY-HORN	

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_01P_115_Exhibit.dgn

13-MAR-2026

West Valley City Issue Paper

City Council Review

Description: *Authorization of an Easement Purchase Agreement and acceptance of Perpetual Easement and a Temporary Construction Easement*

Fiscal Impact: $8,500.00 plus closing costs (6.77% of actual cost)

Funding Source: *Surface Transportation Funds*

Account #: *45-9610-40750-75281-0600*

Budget Opening Required: *No*

Issue:

Authorization of a Real Estate Purchase Agreement and acceptance of a Perpetual Easement and a Temporary Construction Easement.

Summary:

Charles Bytheway has signed a Real Estate Purchase Agreement along with a Perpetual Easement and a Temporary Construction Easement in favor of West Valley City for property located at 3978 S. Pharaoh Road (15-34-478-019).

Background:

The Charles Bytheway property located at 3978 S. Pharaoh Road is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is $8,500.00. The city portion of the matching funds on the project ($575.45) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

Recommendation:

Authorize the mayor to execute the Real Estate Purchase Agreement and accept Perpetual Easement and Temporary Construction Easement. The recording of documents and distribution of funds will be handled by UDOT.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 09/29/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM CHARLES BYTHEWAY FOR PROPERTY LOCATED AT 3978 SOUTH PHAROAH ROAD.

WHEREAS, Charles Bytheway (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 3978 South Pharoah Road that is affected by the 3900 South Project (herein "Project"); and

WHEREAS, Owner has also signed a Temporary Construction Easement and a Perpetual Easement (the "Documents"), as required for the Project; and

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

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

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

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 117:2E, 117:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-019
Property Address: 3978 South Pharoh Road, WEST VALLEY CITY, UT 84123
Owner's Address: 3978 South Pharoh Road, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Charles Bytheway and Cheri Bytheway, husband and wife,as joint tenants

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Charles Bytheway and Cheri Bytheway, husband and wife,as joint tenants ("Owner") agrees to sell to City of Taylorsville or West Valley City ("The City") the Subject Property described below for Transportation Purposes,[1] and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 117:2E, 117:CE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $8,500 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **Cost to cure items include: Temporary sprinklers-$1,500. The property owner shall have the sole responsibility for capping and arranging for any temporary sprinklers.**

3. SETTLEMENT AND CLOSING.

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

---

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

CB
Grantor's Initials

Project No: F-2172(9)8 Parcel No.(s): 117:2E, 117:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-019
Property Address: 3978 South Pharoh Road, WEST VALLEY CITY, UT 84123
Owner's Address: 3978 South Pharoh Road, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Charles Bytheway and Cheri Bytheway, husband and wife,as joint tenants

4.2 Fees/Costs.

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

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

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

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

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

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

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

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

11. ADDITIONAL TERMS (IF APPLICABLE):

Grantor qualified for an incentive payment by signing the contract within 30 days of the offer. Total of $8,500 includes the approved just compensation of $8,200 plus $300 incentive payment.

The shed shall be protected in place. The opening to the street (Medowbrook Parkway) will be closed and no such opening shall be installed in the new wall.
The project is to restore impacted landscaping (sod)/irrigation, replace impacted fencing along r/w with privacy fence/wall, connect impacted side fences to new privacy fence/wall, and sawcut/replace impacted concrete pads, if such items are impacted.

cb
Grantor's Initials

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 117:2E, 117:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-019
Property Address: 3978 South Pharoh Road, WEST VALLEY CITY, UT 84123
Owner's Address: 3978 South Pharoh Road, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Charles Bytheway and Cheri Bytheway, husband and wife,as joint tenants

SIGNATURE PAGE TO
CITY OF TAYLORSVILLE OR WEST VALLEY CITY
REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Ray Bennett, through The Right of Way Group, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

Charles Bytheway 8/27/2026 _____ _____

100% Charles and Cheri Bytheway - OWNER(s) Date Date

WEST VALLEY CITY

_____ _____

Karen Lang, Mayor Date

C B

Grantor's Initials

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 117:2E, 117:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-019
Property Address: 3978 South Pharoh Road, WEST VALLEY CITY, UT 84123
Owner's Address: 3978 South Pharoh Road, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Charles Bytheway and Cheri Bytheway, husband and wife,as joint tenants

Exhibit A
(Attach conveyance documents)

CB
Grantor's Initials

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

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

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-478-019
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:117:CE

CHARLES BYTHEWAY and CHERI BYTHEWAY, husband and wife, as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 4 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the southwest corner of said Lot 4 at a point 82.80 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 45+68.41; and running thence N.00°03'00"W. 1.05 feet along the westerly boundary line of said Lot 4 to a point 83.82 feet perpendicularly distant northerly from said control line opposite Engineers Station 45+68.69; thence N.71°40'16"E. 126.00 feet to the easterly boundary line of said Lot 4 at a point 89.42 feet perpendicularly distant northerly from said control line opposite Engineers Station 46+94.57; thence along said easterly boundary line S.00°03'00"E. 1.05 feet to the Southeast corner of said Lot 4 at a point 88.41 feet perpendicularly distant northerly from said control line opposite Engineers Station 46+94.28; thence along the southerly boundary line of said Lot 4 S.71°40'16"W. 126.00 feet to the point

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:117:CE

of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 126 square feet or 0.003 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

_____
Charles Bytheway

_____
Cheri Bytheway

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

_____
Notary Public

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

Temporary Easement

Salt Lake County

Tax ID No. 15-34-478-019
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:117:2E

CHARLES BYTHEWAY and CHERI BYTHEWAY, husband and wife, as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of Lot 4 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at the Southwest corner of said Lot 4 at a point 82.80 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 45+68.41; and running thence N.00°03'00"W. 5.27 feet along the westerly boundary line of said Lot 4 to a point 87.87 feet perpendicularly distant northerly from said control line opposite Engineers station 45+69.84; thence N.71°40'16"E. 126.00 feet to the easterly boundary line of said Lot 4 at a point 93.48 feet perpendicularly distant northerly from said

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:117:2E

control line opposite Engineers station 46+95.71; thence along said easterly boundary line S.00°03'00"E. 5.27 feet to the Southeast corner of said Lot 4 at a point 88.41 feet perpendicularly distant northerly from said control line opposite Engineers station 46+94.28; thence along the southerly boundary line of said Lot 4 S.71°40'16"W. 126.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 631 square feet or 0.014 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

_____
Charles Bytheway

_____
Cheri Bytheway

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

_____
Notary Public

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

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

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-478-019
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:117:CE

CHARLES BYTHEWAY and CHERI BYTHEWAY, husband and wife, as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 4 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the southwest corner of said Lot 4 at a point 82.80 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 45+68.41; and running thence N.00°03'00"W. 1.05 feet along the westerly boundary line of said Lot 4 to a point 83.82 feet perpendicularly distant northerly from said control line opposite Engineers Station 45+68.69; thence N.71°40'16"E. 126.00 feet to the easterly boundary line of said Lot 4 at a point 89.42 feet perpendicularly distant northerly from said control line opposite Engineers Station 46+94.57; thence along said easterly boundary line S.00°03'00"E. 1.05 feet to the Southeast corner of said Lot 4 at a point 88.41 feet perpendicularly distant northerly from said control line opposite Engineers Station 46+94.28; thence along the southerly boundary line of said Lot 4 S.71°40'16"W. 126.00 feet to the point

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:117:CE

of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 126 square feet or 0.003 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

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

Charles Bytheway

Cheri Bytheway

On this 27th day of August, in the year 2026, before me personally appeared CHARLES BYTHEWAY ~~and CHERI BYTHEWAY~~, husband ~~and wife~~, as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/~~she/they~~ executed the same.

Notary Public

RAYMOND BRENT BENNETT
Notary Public - State of Utah
My Commission Expires
July 29, 2030
COMMISSION NUMBER 750486

PIN No. 22082
Parcel No. 2172:117
Project No. F-2172(9)8

Subject to easements, restrictions and rights-of-way currently of record and general property taxes for the year 1999 and thereafter.

Note(s):

1. Area by County Assessment is 0.65 acre.
2. Calculated area is 28,492 square feet or 0.654 acre, more or less.

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

Temporary Easement

Salt Lake County

Tax ID No. 15-34-478-019
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:117:2E

CHARLES BYTHEWAY and CHERI BYTHEWAY, husband and wife, as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of Lot 4 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at the Southwest corner of said Lot 4 at a point 82.80 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 45+68.41; and running thence N.00°03'00"W. 5.27 feet along the westerly boundary line of said Lot 4 to a point 87.87 feet perpendicularly distant northerly from said control line opposite Engineers station 45+69.84; thence N.71°40'16"E. 126.00 feet to the easterly boundary line of said Lot 4 at a point 93.48 feet perpendicularly distant northerly from said

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:117:2E

control line opposite Engineers station 46+95.71; thence along said easterly boundary line S.00°03'00"E. 5.27 feet to the Southeast corner of said Lot 4 at a point 88.41 feet perpendicularly distant northerly from said control line opposite Engineers station 46+94.28; thence along the southerly boundary line of said Lot 4 S.71°40'16"W. 126.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 631 square feet or 0.014 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

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

Charles Bytheway

Cheri Bytheway

On this 27th day of August, in the year 2026 before me personally appeared CHARLES BYTHEWAY ~~and CHERI BYTHEWAY~~, husband ~~and wife~~, as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that ~~he/she/they~~ executed the same.

Notary Public

RAYMOND BRENT BENNETT
Notary Public - State of Utah
My Commission Expires
July 29, 2030
COMMISSION NUMBER 750486

Prepared by TJD 04/08/2026 (Kimley-Horn) 02P

INDIVIDUAL RW-09 (12-01-03)

When Recorded Mail to:
UDOT
4501 S. 2700 W.
PO BOX 148420
Salt Lake City, UT 84114-8420

AFFIDAVIT OF SURVIVING JOINT TENANTS

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

I, Charles Bytheway, being of legal age and being first duly sworn do hereby depose and state as follows:

1. We am personally familiar with the matters set forth herein.

2. Cheri Marie Lee Bytheway aka Cheri Bytheway, the decedent in the attached Certificate of Death, State File Number 2024019486, is the same person as Cheri Bytheway, named as a party in the deed to real property recorded October 9, 1998, as Salt Lake County Recorder's entry number 7116244, Book 8122, Page 1782-1783.

3. The foregoing deed conveyed title to Charles Bytheway and Cheri Bytheway, Husband and Wife, as Joint Tenants, in the following real property located in Salt Lake County, Utah, described as:

See attached ownership record, Exhibit A

Tax ID Number: 15-34-478-019

4. The undersigned, Charles Bytheway identified on the above mentioned Certificate of Death as Cheri Bytheway aka Cheri Marie Lee Bytheway, Spouse, certify under penalty of perjury that I am the surviving joint tenant in the above described property and further states that on the date of decedent joint tenant's death Charles Bytheway and Cheri Bytheway aka Cheri Marie Lee Bytheway were married to each other and that Charles Bytheway is the surviving spouse.

5. This affidavit is given to terminate of record the decedent's interest in the above described property.

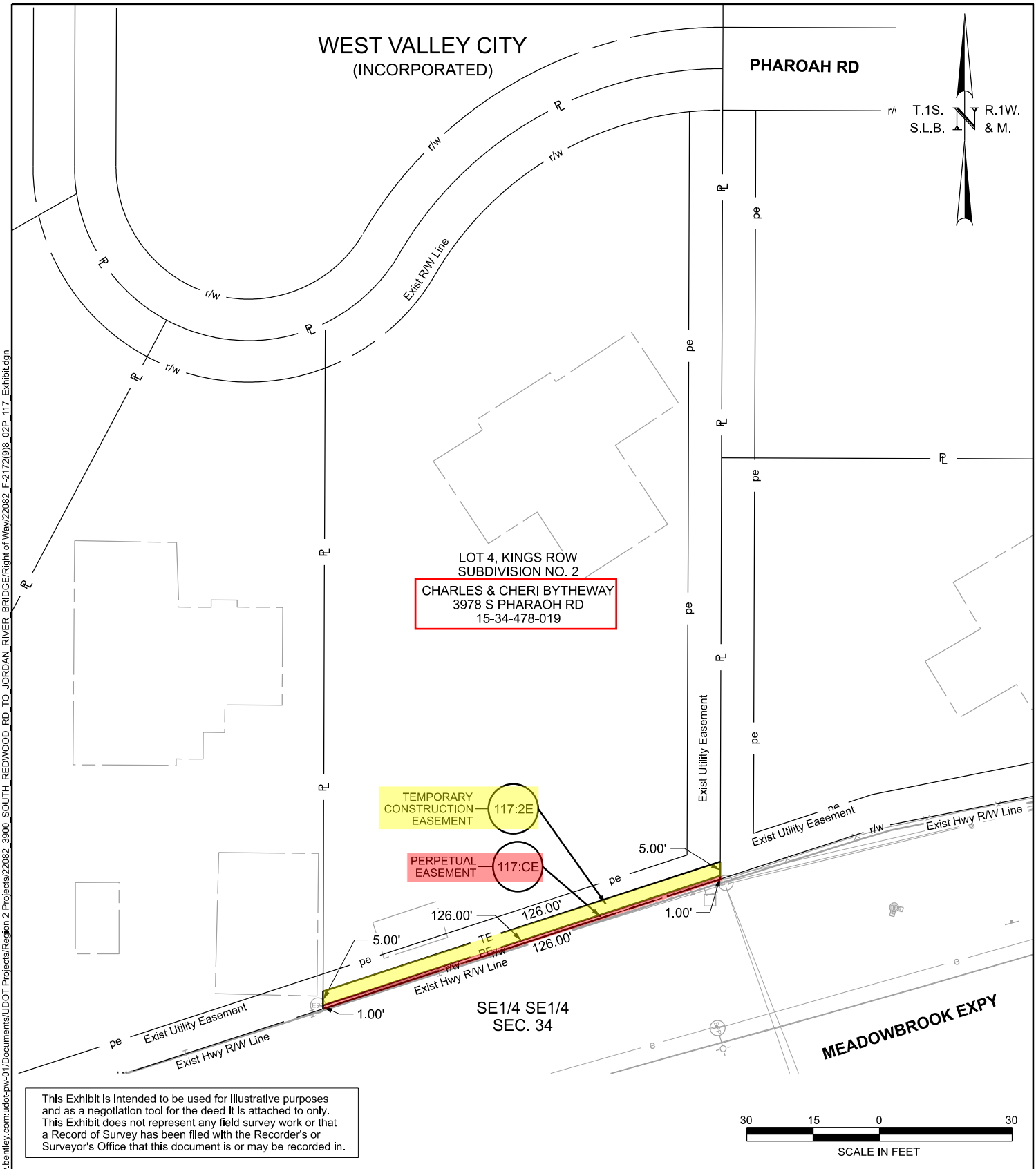
Date 8/07/2026

Charles Bytheway, Affiant

Subscribed and sworn to before me this 17th day of September 2026, by Charles Bytheway, the signer and Affiant of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

RAYMOND BRENT BENNETT
Notary Public - State of Utah
My Commission Expires
July 29, 2030
COMMISSION NUMBER 750486



This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
117:CE	CHARLES & CHERI BYTHEWAY	0.003	126	NONE	0.654	PERPETUAL	
117:2E	CHARLES & CHERI BYTHEWAY	0.014	630	NONE	0.654	TEMPORARY	

EXHIBIT NO. 117-EXHIBIT	PARTIAL SUMMARY NO. 02P	PROPERTY OWNER:	CHARLES & CHERI BYTHEWAY
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADRESS:	3978 S PHAROAH RD
	TO JORDAN RIVER BRIDGE		
PROJECT NUMBER	F-2172(9)8 PIN 22082		

UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - KIMLEY-HORN

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_02P_117_Exhibit.dgn
10-APR-2026



This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

30 15 0 30
SCALE IN FEET

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
117:CE	CHARLES & CHERI BYTHEWAY	0.003	126	NONE	0.654	PERPETUAL	
117:2E	CHARLES & CHERI BYTHEWAY	0.014	630	NONE	0.654	TEMPORARY	

EXHIBIT NO. 117-EXHIBIT	PARTIAL SUMMARY NO. 02P	PROPERTY OWNER:	CHARLES & CHERI BYTHEWAY
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADRESS:	3978 S PHARAOH RD
	TO JORDAN RIVER BRIDGE	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2172(9)8 PIN 22082	REGION 2 - KIMLEY-HORN	

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_02P_117_Exhibit.dgn

10-APR-2026

West Valley City Issue Paper

City Council Review

Description: *Authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement*

Fiscal Impact: $2,000.00

Funding Source: *State Safe Sidewalk Funds*

Account #: *45-9610-40750-75288-0200*

Budget Opening Required: *No*

Issue:

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

Summary:

Victor M. Robles Herrera has signed an Easement Purchase Agreement and a Temporary Construction Easement in favor of West Valley City for property located at 6949 West 3500 South (14-34-126-017).

Background:

The Victor M. Robles Herrera property located at 6949 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk, textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist. Mr. Herrera had previously signed an Easement Purchase Agreement and a Temporary Construction Easement, however due to changes to the scope of the project, additional Temporary Construction Easement area was required.

The Temporary Construction Easement will allow for construction adjacent to the property owned by the property owner. Compensation for the additional Temporary Construction Easement and improvements in the amount of $2,000.00 was based upon an appraisal report prepared by the Fortis Group, LLC.

Recommendation:

Authorize the mayor to execute the Easement Purchase Agreement. Authorize City Recorder to record said Temporary Construction Easement for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 09/22/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM VICTOR M. ROBLES HERRERA FOR CERTAIN PROPERTY LOCATED AT 6949 WEST 3500 SOUTH.

WHEREAS, Victor M. Robles Herrera (herein "Owner") has entered into an Easement Purchase Agreement for property located at 6949 West 3500 South that is affected by the 3500 South 7000 West Safe Sidewalk Project (herein "Project"); and

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

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

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

1. That the above-referenced document entitled "Easement Purchase Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT

On this _____ day of _____, 20___, Victor M. Robles Herrera (herein GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, a certain easement for right-of-way purposes.

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

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

2. The City shall pay $2,000.00 for the easement described in Section 1. This amount constitutes fair market value and is the entire payment for the easement and any and all known or potential damages, costs, or value that may be related to the easement. Closing shall occur within sixty days of the execution of this Agreement.

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

4. Following the completion of the City's project, the City shall restore the property within the easement to its condition upon execution of this Agreement.

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

(signatures follow)

GRANTOR
VICTOR M. ROBLES HERRERA

State of UTAH)
:ss
County of SALT LAKE)

On this 21st day of SEPTEMBER, 2026, personally appeared before me Victor M. Robles Herrera, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he executed the foregoing instrument.

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

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

EXHIBIT "A"

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

Space above for County Recorder's use

PARCEL ID NO: **14-34-126-017**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Victor M. Robles Herrera**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **6949 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:

Beginning at a point being 10.00 feet North from the Southeast corner of Lot 8, Bello Park Subdivision according to the official plat thereof as recorded in Book Q at Page 14 in the office of the Salt Lake County Recorder, being located in the Northwest Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence West 5.00 feet; thence North 45.10 feet; thence along a curve to the left having a radius of 19.97 feet, with a central angle of 14°45'33", chord bears North 09°03'35" West 5.13 feet, for an arc distance of 5.14 feet; thence North 76°44'07" East 5.15 feet to the easterly boundary of said Lot 8; thence along said easterly boundary the following two (2) courses: (1) along a non-tangent curve to the right, having a radius of 24.97 feet, with a central angle of 14°29'18", chord bears South 07°15'12" East 6.30 feet, for an arc distance of 6.32 feet, (2) South 45.10 feet to the Point of Beginning. Encompassing 255 square feet.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this _____ day of _____, 2026.

GRANTOR

_____
Victor M. Robles Herrera

State of _____)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me **Victor M. Robles Herrera**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **14-34-126-017**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Victor M. Robles Herrera**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **6949 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at a point being 10.00 feet North from the Southeast corner of Lot 8, Bello Park Subdivision according to the official plat thereof as recorded in Book Q at Page 14 in the office of the Salt Lake County Recorder, being located in the Northwest Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence West 5.00 feet; thence North 45.10 feet; thence along a curve to the left having a radius of 19.97 feet, with a central angle of 14°45'33", chord bears North 09°03'35" West 5.13 feet, for an arc distance of 5.14 feet; thence North 76°44'07" East 5.15 feet to the easterly boundary of said Lot 8; thence along said easterly boundary the following two (2) courses: (1) along a non-tangent curve to the right, having a radius of 24.97 feet, with a central angle of 14°29'18", chord bears South 07°15'12" East 6.30 feet, for an arc distance of 6.32 feet, (2) South 45.10 feet to the Point of Beginning. Encompassing 255 square feet.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this 21ST day of SEPTEMBER, 2026.

GRANTOR

Victor M. Robles Herrera

State of UTAH)
:ss
County of SALT LAKE)

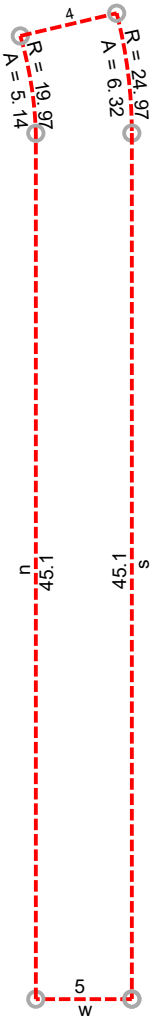
On this 21ST day of SEPTEMBER, 2026, personally appeared before me **Victor M. Robles Herrera**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

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

Notary Public

3500 South



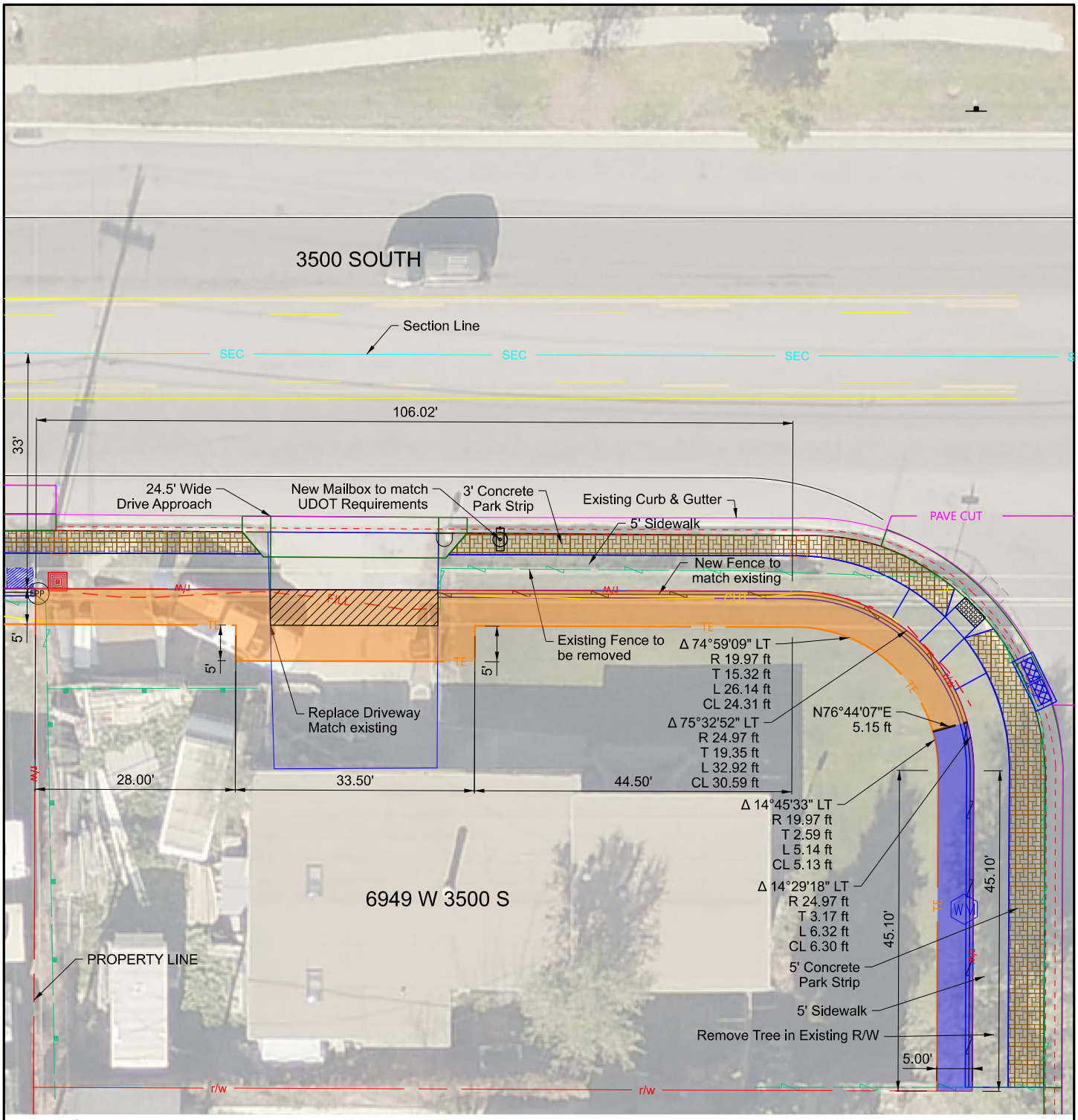


6935 West

Herrera to WVC(14-34-126-017)TCE #2	8/25/2026
Scale: 1 inch= 10 feet	File:

Tract 1: 0.0058 Acres (255 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/154351), Perimeter=112 ft.

01 w 5
02 n 45.1
03 Lt, r=19.97, delta=014.4533, arc=5.14, chord=n09.0335w 5.13
04 n76.4407e 5.15
05 Rt, r=24.97, delta=014.2918, arc=6.32, chord=s07.1512e 6.30
06 s 45.1



LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- r/w — EXISTING PROPERTY LINE
- PROPOSED SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED PARK STRIP
- TE — TEMPORARY CONSTRUCTION EASEMENT (TCE)
- R/W — RIGHT OF WAY ACQUISITION
- ADDITIONAL TCE AREA | ORIGINAL TCE AREA

0 10 20 30 40

N W E S

NOTE:

1. CONTRACTOR WILL RESTORE IMPACTED LANDSCAPING (SOD AND SPRINKLERS) WITHIN THE TEMPORARY CONSTRUCTION EASEMENT.

SHEET NO. RW-07	3500 SOUTH SAFE SIDEWALK	WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720	DESIGN ___ ___ CHECK ___ ___
	7000 WEST - UDOT PIN 22984		
	6949 W 3500 S		DRAWN ___ ___
	PROJECT NUMBER WVC ENG CCR - 473	DESIGN PROFESSIONAL ENGINEER DATE	CHECK ___ ___

REMARKS | DATE | NO. | BY

REVISIONS

8/24/2026 5:56:21 PM H:\ENGDIV\PROJECTS\3500 South 7040W Safe Sidewalk 2025 Grant PIN 22984\CAD\Drawings\Plan Set\ROW Exhibits\ROW Exhibit 07.dgn

West Valley City Issue Paper

City Council Review

Description: *Authorization of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed and a Temporary Construction Easement*

Fiscal Impact: $4,400.00

Funding Source: *Transportation Funds*

Account #: *45-9610-40750-75290-0200*

Budget Opening Required: *No*

Issue:

Authorization of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed and a Temporary Construction Easement.

Summary:

Noor A. Maalim and Saadia Mohamud have signed a Right-of-way Purchase Agreement, a Warranty Deed, and a Temporary Construction Easement in favor of West Valley City for property located at 4013 W. Westlake Avenue (21-06-428-014).

Background:

The Noor A. Maalim and Saadia Mohamud property at 4013 W. Westlake Avenue is one of the properties affected by the 4000 West (4100 S to 4700 S) Improvement Project. As part of this project, curb, gutter, sidewalk, drive approaches, textured colored concrete park strip and asphalt work will be constructed where these improvements do not currently exist.

The Warranty Deed and Temporary Construction Easement will allow for construction adjacent to the property owned by the property owner. Compensation for the Temporary Construction Easement and improvements in the amount of $4,400.00 was based upon an administrative compensation estimate report prepared by the DH Group, LLC.

Recommendation:

Authorize the mayor to execute the Right-of-way Purchase Agreement. Authorize City Recorder to record said Warranty Deed and Temporary Construction Easement for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 09/30/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT-OF-WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM NOOR A. MAALIM AND SAADIA MOHAMUD FOR PROPERTY LOCATED AT 4013 WEST WESTLAKE AVENUE.

WHEREAS, Noor A. Maalim and Saadia Mohamud (herein and collectively "Owner") have entered into a Right-of-Way Purchase Agreement for property located at 4013 West Westlake Avenue that is affected by the 4000 West Improvement Project (herein "Project"); and

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

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

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

1. That the above-referenced document entitled "Right-of-Way Purchase Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 20___, Noor A. Maalim and Saadia Mohamud (collectively, GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes (the "Property").

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

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

2. GRANTOR shall also deliver a temporary construction easement in the form and for the property described in Exhibit B.

3. The City shall pay $4,400.00 for the Property and the Temporary Construction Easement described in Exhibit B. This amount constitutes fair market value and is the entire payment for the Property and Easement and any and all known or potential damages, costs, or value that may be related to the Property and Easement. Closing shall occur within sixty days of the execution of this Agreement.

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

5. Closing costs, if any, shall be paid by the City.

6. The compensation described above includes the restoration of the temporary construction easement property, which shall be the responsibility of GRANTOR.

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

GRANTORS
NOOR A. MAALIM
SAADIA MOHAMUD

Noor A. Maalim

Saadia Mohamud

State of UT)
:ss
County of SALT LAKE)

On this 29TH day of SEPTEMBER, 2026 personally appeared before me Noor A. Maalim and Saadia Mohamud, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they executed the foregoing instrument.

NOTARY PUBLIC
Brennan D Brown
Commission No. 749682
Commission Expires
JUNE 17, 2030
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

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

Space above for County Recorder's use

Portion of PARCEL NO: **21-06-428-014**

WARRANTY DEED

Noor A. Maalim and Saadia Mohamud, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged a parcel of land in fee for public road purposes, located at **4013 W. Westlake Avenue**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land located in a part of the Southeast Quarter of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:
>
> Beginning at the Northeast Corner of Lot 1 of Benview Subdivision No.2 as recorded in in Book T at Page 91 in the office of the Salt Lake County Recorder, and running thence South 00°03'40" West 3.50 feet along the easterly line of said Lot 1; thence North 44°56'20" West 4.95 feet to the northerly line of said lot; thence South 89°56'20" East 3.50 feet along said northerly line to the Point of Beginning. Containing 6 Square Feet.

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

WITNESSED the hands of said GRANTORS this _____ day of _____ , 2026.

GRANTORS

_____ _____

Noor A. Maalim **Saadia Mohamud**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me, **Noor A. Maalim and Saadia Mohamud** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **21-06-428-014**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Noor A. Maalim and Saadia Mohamud**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **4013 W. Westlake Avenue**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southeast quarter of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the southeast corner of Lot 1 of Benview Subdivision No. 2 as recorded in Book T at Page 91 in the office of the Salt Lake County Recorder, and running thence North 89°56'20" West 15.00 feet along the southerly line of said lot; thence North 00°03'40" East 93.00 feet; thence South 89°56'20" East 7.00 feet; thence North 00°03'40" East 47.00 feet to the northerly line of said lot; thence South 89°56'20" East 4.50 feet along said northerly line; thence South 44°56'20" East 4.95 feet to the easterly line of said lot; thence South 00°03'40" West 136.50 feet along said easterly line to the Point of Beginning. Encompassing 1,765 square feet.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this ____ day of _____, 2026.

GRANTORS

_____ _____

Noor A. Maalim **Saadia Mohamud**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me **Noor A. Maalim and Saadia Mohamud**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

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

Space above for County Recorder's use

Portion of PARCEL NO: **21-06-428-014**

WARRANTY DEED

Noor A. Maalim and Saadia Mohamud, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged a parcel of land in fee for public road purposes, located at **4013 W. Westlake Avenue**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land located in a part of the Southeast Quarter of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:
>
> Beginning at the Northeast Corner of Lot 1 of Benview Subdivision No.2 as recorded in in Book T at Page 91 in the office of the Salt Lake County Recorder, and running thence South 00°03'40" West 3.50 feet along the easterly line of said Lot 1; thence North 44°56'20" West 4.95 feet to the northerly line of said lot; thence South 89°56'20" East 3.50 feet along said northerly line to the Point of Beginning. Containing 6 Square Feet.

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

WITNESSED the hands of said GRANTORS this 29TH day of SEPTEMBER, 2026.

GRANTORS

Noor A. Maalim
Noor A. Maalim

Saadia Mohamud
Saadia Mohamud

State of UT)
:ss
County of SALT LAKE)

On this 29TH day of SEPTEMBER, 2026, personally appeared before me, **Noor A. Maalim and Saadia Mohamud** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

NOTARY PUBLIC
Brennan D Brown
Commission No. 749682
Commission Expires
JUNE 17, 2030
STATE OF UTAH

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **21-06-428-014**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Noor A. Maalim and Saadia Mohamud**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **4013 W. Westlake Avenue**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southeast quarter of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the southeast corner of Lot 1 of Benview Subdivision No. 2 as recorded in Book T at Page 91 in the office of the Salt Lake County Recorder, and running thence North 89°56'20" West 15.00 feet along the southerly line of said lot; thence North 00°03'40" East 93.00 feet; thence South 89°56'20" East 7.00 feet; thence North 00°03'40" East 47.00 feet to the northerly line of said lot; thence South 89°56'20" East 4.50 feet along said northerly line; thence South 44°56'20" East 4.95 feet to the easterly line of said lot; thence South 00°03'40" West 136.50 feet along said easterly line to the Point of Beginning. Encompassing 1,765 square feet.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this 29TH day of SEPTEMBER, 2026.

GRANTORS

Noor A Maalim
Noor A. Maalim

Saadia Mohamud
Saadia Mohamud

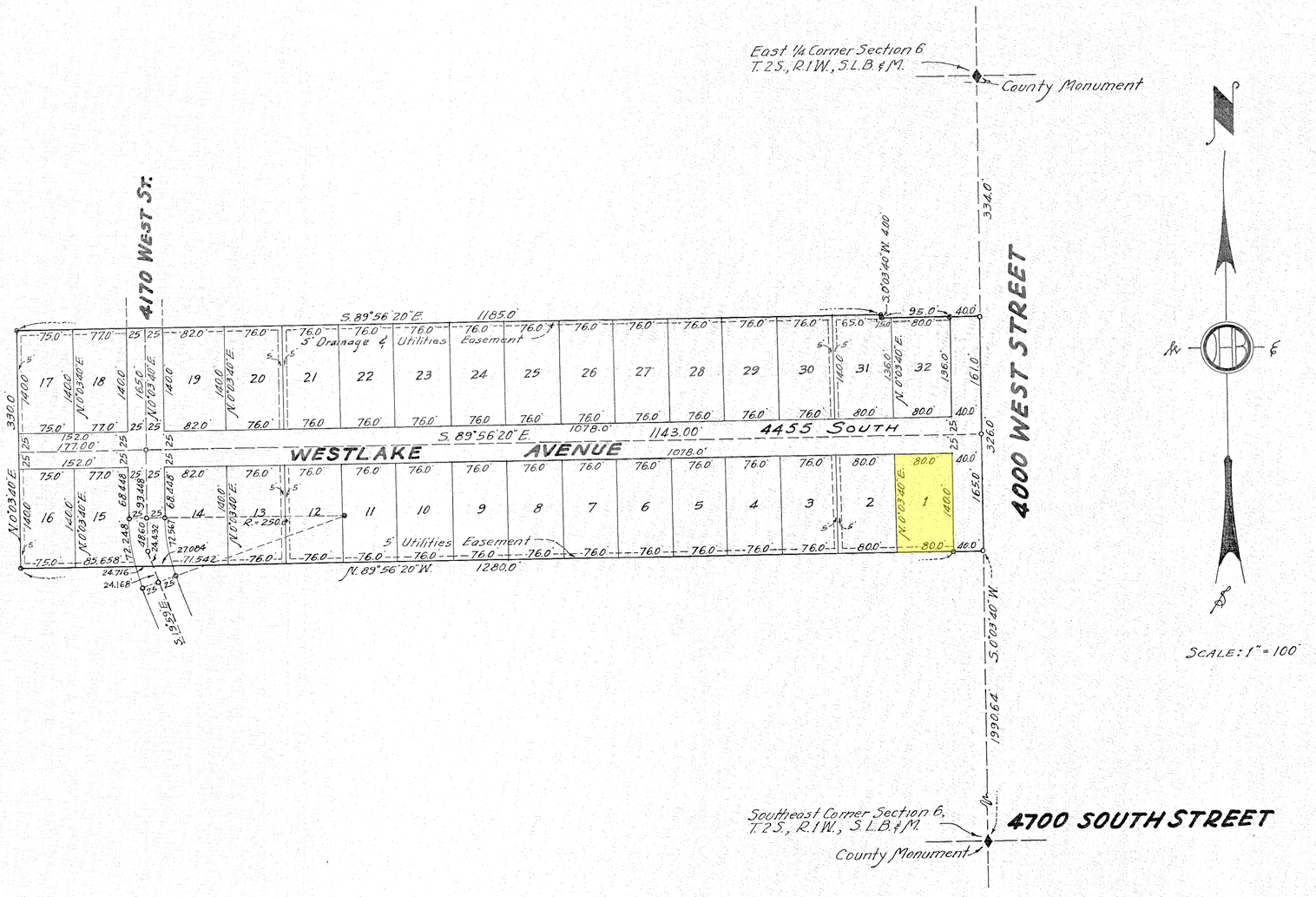
State of UT)
:ss
County of SALT LAKE)

On this 29TH day of SEPTEMBER, 2026, personally appeared before me **Noor A. Maalim and Saadia Mohamud**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

NOTARY PUBLIC
Brennan D Brown
Commission No. 749682
Commission Expires
JUNE 17, 2030
STATE OF UTAH

Notary Public

#1725



SURVEYOR'S CERTIFICATE

I, Douglas H. Brammer, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 1528 & 2123, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as BENVIEW SUBDIVISION NO. 2 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		Beginning at a point which is
S.0°03'40"W.	334.00'	feet from the Northeast Corner of the Southeast Quarter
		of Section 6, T.2S., R.1W., S.L.B.&M.; and
		running thence
S.0°03'40"W.	326.00'	feet; thence
N.89°56'20"W.	1320.00'	feet; thence
N.0°03'40"E.	330.00'	feet; thence
S.89°56'20"E.	1185.00'	feet; thence
S.0°03'40"W.	4.00'	feet; thence
S.89°56'20"E.	135.00'	feet; to the point of beginning.

April 8, 1959
DATE

Douglas H. Brammer

OWNER'S DEDICATION

Know all men by these presents that WE, the undersigned owner (2) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

BENVIEW SUBDIVISION NO. 2

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof WE have hereunto set OUR HANDS this 27TH day of May A.D., 1959

Roland E. Carlson

Katherine B. Carlson

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Salt Lake }

On the 27th day of May A.D., 1959, 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, 2 in number, who duly acknowledged to me that They signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: May 14 1962

A. O. Condo
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

BENVIEW SUBDIVISION NO. 2

of part of the N.E. 1/4 of the S.E. 1/4 of Section 6, T.2S., R.1W., SALT LAKE BASE & MERIDIAN

D/H/B No. 570-2

COUNTY BOARD OF HEALTH APPROVAL

APPROVED THIS 26 DAY OF May A.D., 1959 BY THE SALT LAKE BOARD OF HEALTH

Director

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 28th DAY OF April A.D., 1959, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE; AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

7-1-59.
DATE

SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 1st DAY OF July A.D., 1959

DEPUTY SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 1st DAY OF July A.D., 1959 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: SALT LAKE COUNTY CLERK

CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1662316

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF MIDWEST REALTY

DATE JULY 1-1959 TIME 2:36 P.M. BOOK T PAGE 91

FEE $ 17.25

SALT LAKE COUNTY RECORDER

T-91

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS, MARCH 25, 1953.

"SALT LAKE BLUE" IMPERIAL

4400 SOUTH

ST

4000 WEST

B. NO. 8

B. NO. 5

B. NO. 6

B. NO. 3

B. NO. 2

B. NO. 9

DR.

LS

AVE.

WESTLAKE

NOB HILL

FAIRLANE HEIGHTS NO. 6

DOEPNER SUB.

ROSEHAVEN CONDO.

VERCO SUB

BENVIEW SUB

BENVIEW NO 2

BENVIEW NO 3

BENVIEW NO 4

BENVIEW NO 5

BENVIEW NO 6

BENVIEW NO 7

BENVIEW NO 8

BENVIEW NO 9

4490 S.

4470 S.

4695 SOUTH

4700 SOUTH

ORCHID CIR.

ANNAPOLIS

MIDWAY

ACADEMY

BENVIEW (4530 S.)

(4615 S.)

(PRIVATE ST.)

4645 S. (PRIVATE ST.) ST.

(4090 W.)

VALLEY HAVEN CT.

PAGENTRY PL.

VALLEY COVE

PARK

PARCEL "A"

"B" PARCEL

UTAH & SALT LAKE CANAL

CROWN SUB CONDO

COMMON AREA

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

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

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

N W E S

E 1/2 SE 1/4 Sec 06 T2S R1W

SALT LAKE COUNTY, UTAH

2/14/2025

277

Scale 1"=100'

0 100' 200'

Feet

21-06-42

Area

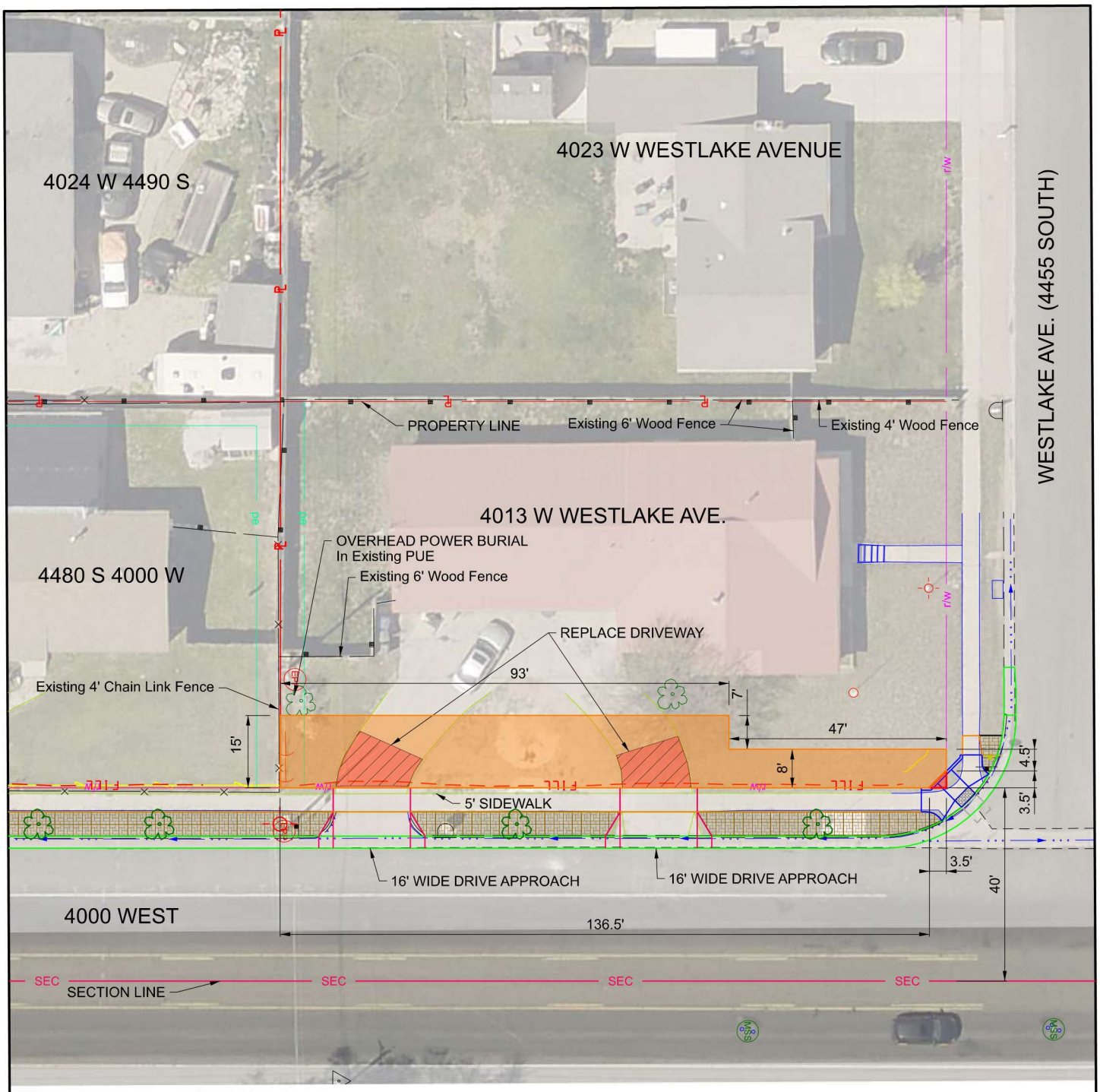
R3W	R2W	R1W	R1E	R2E	R3E
T1N	6	7	8	9	10	11
T1S	13	14	15	16	17	18
T2S	19	20	21	22	23	24
T3S	25	26	27	28	29	30
T4S	31	32	33	34		

Section

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Page

11	12	21	22
31	32	41	42



LEGEND

- Existing Sidewalk
- Existing Curb and Gutter
- Existing Edge of Paved Road
- PROPERTY LINE
- PROPOSED SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED PARK STRIP
- pe - pe Existing Public Easement
- TE TEMPORARY CONSTRUCTION EASEMENT (TCE)
- R/W RIGHT OF WAY ACQUISITION
- ACQUISITION | TCE AREA
- PROPOSED STREET TREES
- PROPOSED STREET LIGHT
- PERPETUAL EASEMENT

0 15 30 45 60

NOTES:

1. CONTRACTOR WILL RESTORE IMPACTED LANDSCAPING (SOD AND SPRINKLERS) WITHIN THE TEMPORARY CONSTRUCTION EASEMENT.

SHEET NO. RW-130	4000 WEST IMPROVEMENTS	WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720
	4700 SOUTH TO 4100 SOUTH	
	4013 W WESTLAKE AVE	
	PROJECT NUMBER WVC ENG CCR - 486	DESIGN _____ PROFESSIONAL ENGINEER DATE

DESIGN ___ ___ CHECK ___ ___ DRAWN ___ ___ CHECK ___ ___

REMARKS	DATE	NO.	BY
REVISIONS			

9/10/2026 5:39:28 PM H:\ENGDIV\PROJECTS\4000 West STP 4100 S to 4700 S\CAD\Drawings\Plan Set\ROW Exhibits\RW-130 (4013 W Westlake Ave.).dgn