



## CITY COUNCIL AGENDA

**Wednesday, July 8, 2015**

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a Meeting in the City Council Chambers, located at 13011 South Pioneer Street (6000 West), Herriman, Utah.

**5:00 PM - WORK MEETING:** *(Front Conference Room)*

**COUNCIL BUSINESS**

- A. Closed Session
  - 1. The Herriman City Council may convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205
- B. Review of this evening's agenda
- C. Administrative Reports
  - 1. City Hall/Towne Center briefing – Gordon Haight, Assistant City Manager
  - 2. Discussion pertaining to the RDM Development Agreement – John Brems, City Attorney
  - 3. Other Updates
- D. Adjournment

**7:00 PM - GENERAL MEETING:**

- 1. **CALL TO ORDER**
  - A. Invocation and Pledge
  - B. Mayor's Comments
  - C. Council Recognitions
- 2. **PUBLIC COMMENT:** *Audience members may bring any item to the Mayor and Council's attention. Comments will be limited to two or three minutes. State Law prohibits the Council from acting on items that do not appear on the agenda.*
- 3. **PUBLIC HEARING AGENDA**
  - A. Public Hearing and consideration of a resolution to amend the Herriman City 2015-2016 fiscal year budget – Alan Rae, Finance Director
- 4. **DISCUSSION AND ACTION ITEMS**
  - A. Discussion and consideration of a resolution approving an amendment to the Policy and Procedure manual with respect to general safety and vehicle policy – Travis Dunn, Human Resource Manager
  - B. Discussion and consideration of a text change to add a curb and gutter exception in designated areas – Gordon Haight, Assistant City Manager
  - C. Discussion and consideration of a resolution declaring intent to purchase property located at or near 6400 West Herriman Parkway (12400 South) from the Jordan School District that has been declared surplus – John Brems, City Attorney

- D. Discussion and consideration of a resolution approving a purchase and sale agreement with Jordan School District – John Brems, City Attorney
- E. Discussion and consideration of a resolution accepting a petition for annexation filed by the Jesse Dansie Trust – John Brems, City Attorney

5. MAYOR AND COUNCIL COMMENTS

6. CALENDAR

A. Meetings

- July 16 – Planning Commission meeting 7:00 p.m.
- ~~July 22 – City Council work meeting 5:00 p.m.; City Council meeting 7:00 p.m. Cancelled~~
- July 30 – Joint Planning Commission/City Council meeting 6:00 p.m.

B. Events

- July 9-20 – Summer Theatre Production
- July 24 – Pioneer Day

7. ADJOURNMENT

8. RECOMMENCE TO WORK MEETING (IF NEEDED)

9. CLOSED SESSION (IF NEEDED)

A. *The Herriman City Council may convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

10. SOCIAL GATHERING (No Action will be taken on any items)

- A. Social gathering will be at McDonald's; 5108 West 13400 South, Herriman, UT

In accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodation for participation in the meeting. To request assistance, contact Herriman City at (801) 446-5323. Please Provide at least 48 hours advance notice of the meeting

ELECTRONIC PARTICIPATION

Members of the city council may participate electronically via telephone, skype, or other electronic means during this meeting.

CITIZEN COMMENT POLICY AND PROCEDURE

During each regular Council meeting there will be a citizen comment time. The purpose of this time is to allow citizen's access to the Council. Citizens requesting to address the Council will be asked to complete a written comment form and present it to Jackie Nostrom, City Recorder. In general, the chair will allow an individual two minutes to address the Council. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. At the conclusion of the citizen comment time, the chair may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for an item to be considered at a future council meeting. The chair may place the item on the agenda under citizen comments; direct staff to assist the citizen; direct the citizen to the proper administrative departments; or take no action.

Certificate of Posting

I, Jackie Nostrom, the duly appointed, qualified, and acting City Recorder of Herriman City, Utah, do hereby certify that the above and foregoing is a full, true and correct copy of the agenda; it was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body. The agenda was also posted at the principal office of the public body. Also posted on the Utah State Public Notice Website <http://www.utah.gov/pmn/index.html> and on Herriman City's website at [www.herriman.org](http://www.herriman.org)

Posted and Dated this 30<sup>th</sup> day of June 2015

Jackie Nostrom, CMC  
City Recorder

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**Herriman City Staff Report  
City Council Meeting 7-8-2015**

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Agenda Item: Approval of additional budget

Staff Report submitted by: Alan Rae

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Recommended City Council Action: **Approval of Budget Amendments 1-4**

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**BACKGROUND:**

1. Rosecrest Communities has completed storm drain improvements on M3 Phases 1, 2, 3 & 4 and is seeking reimbursement from the Storm Drain Fund. The amount of the reimbursement agreement is \$37,200.
2. The building department over the last two months has far out distanced the projected amount of building permits. The staff currently is not able to process all of the applications coming to the department and currently has limited each builder to 10 permits per week. This request is for \$30,000 which will come from the general fund and is expected to be offset by increased building permit fees.
3. Construction of the 7530 W improvements have exceeded estimates as was detailed in the engineering report last council meeting. These improvements also include the gate into High Country 1. The excess cost that requires budget approval is \$85,000. This amount is budgeted in the Capital Projects Fund.
4. During fiscal year 2015 the council approved and \$4,200,000 loan from a developer and also a corresponding land purchase from the Jordan School District. That deal has not been completed and the budget needs to reflect moving this transaction to fiscal year 2016. This budget item will affect the Capital Projects Fund.

**SUPPORT MATERIALS:**

**FINANCIAL IMPACT:**

1. 21-48202 Rosecrest \$37,200  
The fund balance for the Storm Drain Fee Fund after this budget amendment is expected to be \$381,708.28.

2. 10-32210 Building Permit Revenue \$30,000  
10-80175 Plan Review & Inspections \$30,000  
The net effect will be no change to the fund balance.

3. 40-47572 7530 West Improvements \$85,000

The fund balance for the Capital Projects Fund after this budget amendment is expected to be \$724,754.80.

4. 40-38121 Developer Loan Proceeds \$4,200,000

40-47557 Property Acquisition \$4,200,000

The net effect will be no change to the fund balance.

Respectfully Submitted:



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Alan Rae

**HERRIMAN, UTAH**  
**RESOLUTION NO.**

**A RESOLUTION OF THE HERRIMAN CITY COUNCIL  
APPROVING AN AMENDMENT TO THE 2014-2015  
FISCAL YEAR BUDGET**

**WHEREAS**, the Herriman City Council (“*Council*”) met in regular meeting on July 8, 2015, to consider, among other things, approving an amendment to the 2015-2016 fiscal year budget; and

**WHEREAS**, the Council has determined it necessary to amend the budget to reflect various changes; and

**WHEREAS**, the Council determines that the amendment presented to the Council is necessary and appropriate.

**NOW, THEREFORE, BE IT RESOLVED** by the Council that the budget for the period of July 1, 2015, through June 30, 2016, is hereby amended as set forth on the attached amended budget.

This Resolution, shall take effect immediately upon passage and acceptance as provided herein.

**PASSED AND APPROVED** by the Council of Herriman, Utah, this 8<sup>th</sup> day of July, 2015.

**HERRIMAN CITY COUNCIL**

\_\_\_\_\_  
**Mayor Carmen Freeman**

**ATTEST:**

\_\_\_\_\_  
**Jackie Nostrom**, City Recorder



## STAFF REPORT

**DATE:** 06/30/2015

**TO:** The Honorable Mayor and City Council

**FROM:** Travis Dunn, Human Resources Manager

**SUBJECT:** Adoption for policy section XX on vehicle use and standards.

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**RECOMMENDATION:**

To adopt updates and changes to Policy XX: General Safety/Vehicle Policy.

**BACKGROUND:**

On June 10, updates and changes were brought to City Council requesting their recommendations and insight. After the discussion, all City Council recommendations were added to the policy changes.

City Council Meeting  
July 8, 2015

**HERRIMAN, UTAH**  
**RESOLUTION NO.**

**A RESOLUTION APPROVING AN AMENDMENT TO THE HERRIMAN CITY  
POLICY AND PROCEDURE MANUAL WITH RESPECT TO GENERAL  
SAFETY AND VEHICLE POLICY**

**WHEREAS**, the Herriman City Council (“*Council*”) met in regular session on July 8, 2015, to consider, among other things, approving an amendment to the Herriman City Policy and Procedure Manual with respect to General Safety and Vehicle Policy; and

**WHEREAS**, various amendments to the Herriman City Policy and Procedures Manual have been presented to and reviewed by the Council, copies of the amendments are attached hereto; and

**WHEREAS**, the Council desires to adopt the attached amendments.

**NOW, THEREFORE, BE IT RESOLVED** that the attached amendments be approved and inserted in the appropriate places in the Herriman City Policy and procedures Manual and the same be communicated to all Herriman employees.

**THIS RESOLUTION**, assigned No. , shall take effect immediately upon passage and acceptance as provided herein.

**PASSED AND APPROVED** this 8<sup>th</sup> day of July 2015.

**HERRIMAN**

By: \_\_\_\_\_  
**Carmen Freeman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jackie Nostrom, City Recorder**

## SECTION XX: GENERAL SAFETY/ VEHICLE POLICY

1. GENERAL POLICY. The following general safety rules will apply in all agency work places. Each work unit may prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules. This policy outlines the procedures that shall be followed by employees utilizing Herriman-owned vehicles and equipment or personal vehicles used for official Herriman business.

- A. Proper licensing and extreme caution are required by all employees operating any type of power equipment.
- B. Employees will use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, and hard hats, if required or appropriate to the work performed.
- C. Employees will avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair will be properly secured.
- D. All accidents, regardless of severity, personal or vehicular, shall be reported immediately to the supervisor/manager.
- E. Defective equipment will be reported immediately to the employee's supervisor.
- F. Employees will not operate equipment or use tools for which licensing and training has not been received.
- G. In all work situations, safeguards required by State and Federal Safety Orders will be provided.
- H. Due to the potential risk of serious injury or death, employees are prohibited from entertaining, or caring for, guests or family members in or around inherently dangerous work areas. These areas include, but are not limited to:
  - (1) Road repair.
  - (2) Construction areas.
  - (3) Vehicle maintenance areas.
  - (4) Swimming pools.
  - (5) Animal control.
  - (6) Water pumping/storage/treatment facilities.

2. PROPER USE OF HERRIMAN EQUIPMENT AND TOOLS. The use of Herriman equipment or tools for commercial gain is strictly prohibited. However, reasonable use of Herriman tools and equipment to protect property and preserve life is authorized.

- A. Employees shall be required to attend training provided by Herriman; including an explanation of job hazards, safety procedures and training on all equipment,

tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training as approved by Herriman.

B. A commercial driver's license (CDL) is required for operators of commercial motor vehicles with a current medical card. No individual shall be allowed to operate such vehicles unless they have a current commercial driver's license in their possession. This license is required pursuant to the Commercial Motor Vehicle Safety Act, ~~signed into law on October 27, 1986~~. Employees must renew their commercial driver's license at four (4) year intervals.

C. Operators and passengers must wear a properly adjusted and fastened safety belt, if available, when the vehicle is in operation. Employees operating Herriman-owned vehicles and private vehicles used for official Herriman business shall observe all traffic laws. ~~For purposes hereof, safety belt means a safety belt or seat belt system that meets standards set forth by the Commission of the Utah Department of Public Safety.~~

~~(2) If the employee is traveling less than a total of 50 miles for official business and the official business is scheduled for the beginning of a working day or at the end of a working day, then the employee may take a Herriman-owned vehicle home for such day, provided the employee receive prior written authorization from the employee supervisor and City Manager and the Herriman-owned vehicle remain parked off the road until used to transport the employee for official business or to the employee's place of work.~~

3. VEHICLE POLICY/GENERAL POLICY. Herriman provides Herriman-owned vehicles for transportation of employees for official business use. Herriman also provides mileage reimbursement for use of privately owned vehicles used for transportation of employees for official business use. The following outlines Herriman's vehicle policy.

A. Privately owned vehicles.

(1) Herriman-owned vehicles should be used for official business whenever practical. Employees using privately owned vehicles for official business must receive prior written authorization from the employee's supervisor to use a privately owned vehicle for official business.

~~(2) If the employee is traveling less than a total of 50 miles for official business and the official business is scheduled for the beginning of a working day or at the end of a working day, then the employee may take a~~

~~Herriman-owned vehicle home for such day, provided the employee receive prior written authorization from the employee supervisor and City Manager and the Herriman-owned vehicle remain parked off the road until used to transport the employee for official business or to the employee's place of work.~~

(3) A mileage allowance equal to the standard mileage rate allowed by the IRS, which may vary from year to year, for actual mileage traveled, will be paid to employees for use of a privately owned vehicle used for official business.

(4) Operators and passengers, if any, shall observe all traffic laws, including proper use of safety belts.

(5) Operators must hold a valid Utah driver's license and valid vehicle insurance.

B. Herriman-owned vehicles. All Herriman owned vehicles are property of Herriman and are used for appropriate work related activities. Herriman has a responsibility to our residents to use city owned vehicles appropriately and also provide accurate information to our insurance on how vehicles are being used and operated.

All vehicles may be tracked, inspected and audited at any time for proper mileage, destinations, and cleanliness. Herriman has the right to track vehicles through GPS with the intent to help determine proper use of vehicles. Any misuse or abuse of a Herriman vehicle may result in disciplinary action up to and including termination.

(1) Because of the nature of certain positions and the heavy use of a vehicle, Herriman may assign a city-owned vehicle to a specific employee(s). Other employees who are not assigned a city owned vehicle may use a pool vehicle as needed.

(a) It is the responsibility of the driver of a Herriman-owned vehicle to require all passengers to follow Herriman rules and policies while in a Herriman-owned vehicle. Drivers of Herriman-owned vehicles or equipment shall not be permitted to carry nonemployee passengers in or on any such vehicle, with the following exceptions:

(i) Other persons engaged in or advising on matters relating to Herriman services or improvements.

(ii) Other persons who are being transported as part of a regularly approved Herriman activity.

(~~e~~iii) Managers and directors and “on-call” employees may use Herriman vehicles for limited transport of employees’ family members, with supervisor’s approval, as described below.

(~~2~~b) Herriman vehicles must be stored at the Herriman Offices or Herriman Maintenance facilities unless used as an on-call vehicle or City Manager approves otherwise.

(~~3~~c) Herriman vehicles shall not be used for commercial gain or personal activity, except reasonable, incidental personal use.

(~~d~~4) Transporting acids, explosives, unauthorized weapons, ammunition, hazardous materials, or flammable materials unless such transport of aforementioned materials is specifically related to employment duties is unauthorized.

(~~e~~5) Irregular operational conditions or problems with vehicles shall be promptly reported to the employee’s supervisor.

(~~f~~6) Operator and passengers shall observe all traffic laws, including proper use of safety belts.

(~~7~~g) Operator must hold a valid Utah driver’s license and, if applicable, CDL and will follow and comply with all state and federal regulations, along with Herriman rules and policies. Verification of a valid driver’s license ~~may be~~ continually performed, ~~periodically~~, and ~~annual~~ random drug tests will also be required for CDL drivers.

(~~h~~8) Employees must report to Human Resources any changes in the status of their driver’s licenses such as suspension, revocation, or expiration. Periodic checks ~~may~~ will be made to ensure that employees have a current driver’s license. Driving privileges may be revoked and disciplinary action may accompany any employee who is unable to legally drive due to violation points or an invalid license.

(~~i~~9) Employees shall keep Herriman-owned vehicles clean and presentable. Vehicle maintenance will be provided in accordance with Herriman fleet maintenance standards and procedures.

(~~10~~j) Extending the length of time that the Herriman-owned vehicle is in the operator’s possession beyond the time needed to complete the official purpose of the trip is unauthorized.

(~~11~~k) Under no circumstances may Herriman-owned vehicles or equipment be operated by on or off-duty employees who are consuming, or who have within the previous eight hours, consumed alcoholic beverages, or are under the influence of drugs or medications that may diminish one’s

ability to operate machinery.

(12l) It is the responsibility of the department directors to make spot inspections, along with quarterly inspections of vehicles assigned to their department employees to ensure compliance with this policy.

(13m) Unattended Herriman-owned vehicles must be turned off and locked at all times.

(14n) Employees are responsible for the regular preventative maintenance, routine and non-routine, appearance and cleanliness of vehicles, both interior and exterior, and to turn in monthly inspection reports which will be submitted as required at the end of every month.

(15o) Employees shall at all times drive Herriman-owned vehicles with reasonable prudence in order to protect and preserve the vehicles highest operating efficiency.

(p) Employees shall report any damage or maintenance issues to their supervisor and the Fleet Department.

(q) If a problem makes the vehicle unsafe or risks mechanical damage, the employee shall promptly report such condition to their supervisor and fleet management so it can be serviced or repaired.

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#### C. Pool Vehicles.

~~(1a) Pool vehicles are authorized for use by those employees who do not have a Herriman-owned vehicle assigned to them that need transportation to conduct Herriman business.~~ Employees using pool vehicles shall report any damage or maintenance issues to Fleet Department.

~~(2) Any employee using a pool vehicle must comply with Employee Vehicle Use Policy.~~

~~(3) Each employee taking a pool vehicle must complete a Written Vehicle Inspection Checklist upon return of the vehicle.~~

~~(4d) If a problem makes the vehicle unsafe or risks mechanical damage, the employee shall report such condition to the department director and fleet management so it can be serviced or repaired immediately~~

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C. Operators and passengers must wear a properly adjusted and fastened safety belt, if available, when the vehicle is in operation. Employees operating Herriman owned vehicles and private vehicles used for official Herriman business shall observe all traffic laws.

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(3) Operators and passengers, if any, shall observe all traffic laws, including proper use of safety belts.

(4) Operators must hold a valid Utah driver's license and valid vehicle insurance.

B. Herriman owned vehicles. All Herriman owned vehicles are property of Herriman and are used for appropriate work related activities. Herriman has a responsibility to our residents to use city owned vehicles appropriately and also provide accurate information to our insurance on how vehicles are being used and operated.

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(iii) Managers and directors and "on-call" employees may use Herriman vehicles for limited transport of employees' family members, with supervisor's approval, as described below.

(b) Herriman vehicles must be stored at the Herriman Offices or Herriman Maintenance facilities unless used as an on-call vehicle or City Manager approves otherwise.

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(e) Irregular operational conditions or problems with vehicles shall be promptly reported to the employee's supervisor.

(f) Operator and passengers shall observe all traffic laws, including proper use of safety belts.

(g) Operator must hold a valid Utah driver's license and, if applicable, CDL and will follow and comply with all state and federal regulations, along with Herriman rules and policies. Verification of a valid driver's license

are continually performed., and random drug tests will also be required for CDL drivers.

(h) Employees must report to Human Resources any changes in the status of their driver's licenses such as suspension, revocation, or expiration. Periodic checks will be made to ensure that employees have a current driver's license. Driving privileges may be revoked and disciplinary action may accompany any employee who is unable to legally drive due to violation points or an invalid license.

(i) Employees shall keep Herriman owned vehicles clean and presentable. Vehicle maintenance will be provided in accordance with Herriman fleet maintenance standards and procedures.

(j) Extending the length of time that the Herriman owned vehicle is in the operator's possession beyond the time needed to complete the official purpose of the trip is unauthorized.

(k) Under no circumstances may Herriman-owned vehicles or equipment be operated by on or off-duty employees who are consuming, or who have within the previous eight hours, consumed alcoholic beverages, or are under the influence of drugs or medications that may diminish one's ability to operate machinery.

(l) It is the responsibility of the department directors to make spot inspections, along with quarterly inspections of vehicles assigned to their department employees to ensure compliance with this policy.

(m) Unattended Herriman-owned vehicles must be turned off and locked at all times.

(n) Employees are responsible for the regular preventative maintenance, routine and non-routine, appearance and cleanliness of vehicles, both interior and exterior, and to turn in monthly inspection reports which will be submitted as required at the end of every month.

(o) Employees shall at all times drive Herriman owned vehicles with reasonable prudence in order to protect and preserve the vehicles highest operating efficiency.

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(q) If a problem makes the vehicle unsafe or risks mechanical damage, the employee shall promptly report such condition to their supervisor and fleet management so it can be serviced or repaired.

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## STAFF REPORT

**DATE:** June 22, 2015

**TO:** The Honorable Mayor and City Council

**FROM:** Planning Commission

**SUBJECT:** 15S15 – Text change to add a curb and gutter exception in designated areas.

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### **RECOMMENDATION:**

The Planning Commission recommends approving the text change to add a curb and gutter exception in designated areas.

### **BACKGROUND:**

The subdivision ordinance requires curb, gutter, and sidewalk be installed with all new subdivisions. At one point there was an exception in the ordinance that didn't require these improvements in smaller subdivisions. However, small subdivisions were being approved in areas that should have had the improvements completed. The exception was removed and currently all subdivisions must meet this requirement.

### **DISCUSSION:**

The area known as "Old Town" in Herriman currently has no curb, gutter, or sidewalks and no storm drain system. Subdivisions in this area are typically two or three lots, or a flag lot. Curb and gutter improvements don't make sense to install when there is nothing to connect it to, and no storm drain to funnel the water to. Engineering staff would like to see an exception to these improvements in the area designated on the attached map.

This map will also be used to designate where engineering will require a modified road cross section, including swales to deal with storm water run-off.

City Council Meeting  
July 8, 2015

**HERRIMAN, UTAH**  
**ORDINANCE NO. 15-xx**

**15S15– HERRIMAN CITY – TEXT CHANGE TO ADD A CURB AND GUTTER  
EXCEPTION IN THE DESIGNATED AREA**

**WHEREAS**, the City of Herriman, pursuant to state law, may enact a land use ordinance establishing regulations for land use and development; and

**WHEREAS**, pursuant to state law, the Planning Commission shall prepare and recommend to the City Council the proposed land use ordinance amendment; and

**WHEREAS**, pursuant to City of Herriman Land Use Ordinance, the Planning Commission shall hold a public hearing and provide reasonable notice at least 10 days prior to said public hearing to prepare and recommend to the City Council the proposed land use ordinance text changes; and

**WHEREAS**, notice of the Planning Commission public hearing on the land use ordinance text change was published on June 8, 2015, noticing of the June 18, 2015, public hearing at 7:00 p.m.; and

**WHEREAS**, the Planning Commission recommended approval of the land use ordinance text change in the meeting held on June 18, 2015, at 7:00 p.m. in the Community Center; and

**WHEREAS**, pursuant to City of Herriman Ordinance, the City Council must hold a public meeting allowing public input at said public meeting; and

**WHEREAS**, the City Council public meeting on July 8, 2015, was held at 7:00 p.m.; and

**WHEREAS**, the City Council finds that it is in the best interest of the citizens of the City of Herriman to adopt the land use ordinance text change as recommended by the Planning Commission;

**NOW THEREFORE**, be it ordained by the Herriman City Council that the following text change be adopted as a change to the land use ordinance of the City: *(the underlined text is the new wording and the strikethrough text is to be deleted)*

**11-7-8: CURBS, GUTTERS, SIDEWALKS AND PARK STRIPS:**

A. Type; Thickness: Curbs and gutters on all streets shall be concrete of the standard high back type unit, not less than two feet six inches (2'6") in overall width, and not less than seven inches (7") thick where the curb abuts the street pavement.

B. Curb Corners: All curb corners shall have a radius of not less than twenty five feet (25').

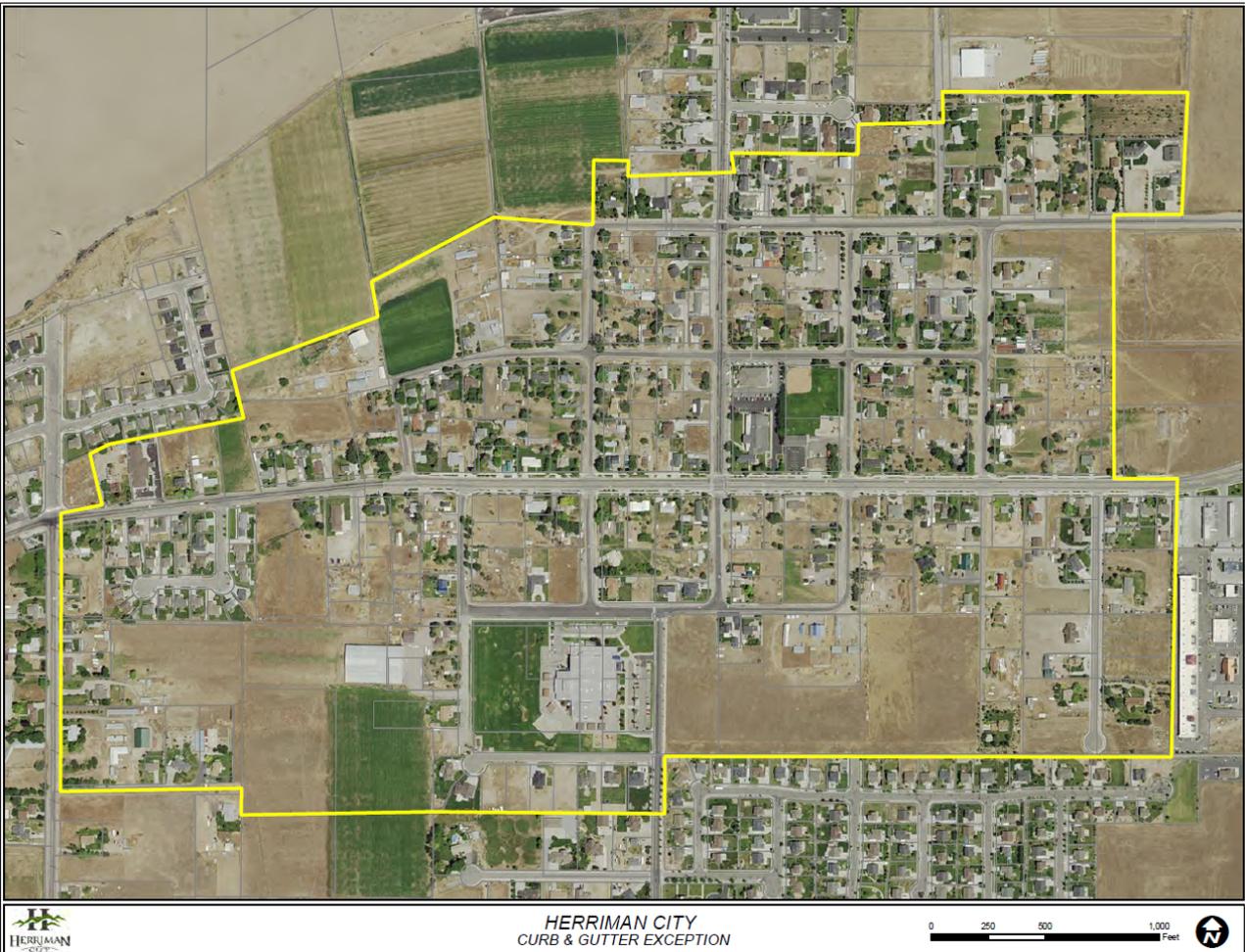
C. Installation Required: The subdivider shall install curbs, gutters and sidewalks on existing and proposed streets in all subdivisions.

1. Exception: The improvements required by this section shall not apply to those properties within the area on the curb and gutter exception map approved by the City. This exception applies to those properties which front along existing, paved, public roads. The exception does not apply to property that fronts 6000 West, Main Street, or 6400 West.

D. Landscaping Required: The subdivider shall install landscaping in the area between the curb and sidewalks. The type and amount of landscaping required shall be ~~at the discretion of the community development director and shall vary within the development.~~ as required in Title 9, Chapter 4, Landscaping.

E. Materials Used For Landscaping: The plants and other landscaping material that best serve the intended functions shall be used. Landscaping material shall be appropriate for local environment, soil conditions and availability of water.

F. Exceptions:



**PASSED AND APPROVED** this 8<sup>th</sup> day of July, 2015.

**HERRIMAN**

**ATTEST:**

\_\_\_\_\_  
**Mayor Carmen Freeman**

\_\_\_\_\_  
**Jackie Nostrom, City Recorder**



## STAFF REPORT

**DATE:** June 30, 2015

**TO:** The Honorable Mayor and City Council

**FROM:** John Brems, City Attorney

**SUBJECT:** Intent to purchase property located near 6400 West Herriman Parkway from Jordan School District

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**RECOMMENDATION:**

Approve a resolution declaring intent to purchase certain property located at or near 6400 West Herriman Parkway (12400 South) from the Jordan School District that has been declared surplus by the district.

**BACKGROUND:**

The Jordan School District declared real property located at or near 6400 West Herriman Parkway (12400 South) as surplus pursuant to the School District Surplus Land Act codified at Utah Code Annotated §53A-2-401 et seq. (“Act”). The Act provides among other things that each school district shall sell real property that it has declared surplus pursuant to the Act to eligible entities (Herriman City is an eligible entity) and provide written notice of such declaration to each eligible entity. On or about October 28, 2014 the District declared the property as surplus, and on or about \_\_\_\_\_ the District gave written notice of such declaration to Herriman City. The Act also provides that the eligible entity adopt a resolution declaring its intent to purchase the surplus property and deliver a copy of the resolution to the school district. This resolution is Herriman’s declaration intending to purchase the surplus property.

City Council Meeting  
July 8, 2015

**HERRIMAN, UTAH**  
**RESOLUTION NO. 15.**

**A RESOLUTION DECLARING INTENT TO PURCHASE CERTAIN PROPERTY  
LOCATED AT OR NEAR 6400 WEST HERRIMAN PARKWAY (12400 SOUTH) FROM  
THE JORDAN SCHOOL DISTRICT THAT HAS BEEN DECLARED SURPLUS BY  
THE DISTRICT**

**WHEREAS**, the Herriman City Council (“*Council*”) met in regular meeting on July 8, 2015 to consider, among other things, approving a resolution declaring intent to purchase certain real property located at to near 6400 West Herriman Parkway (12400 South and referred to as the “Property”) from the Jordan School District (“District”) that has been declared surplus by the District; and

**WHEREAS**, the School District Surplus Land Act codified at Utah Code Ann. § 53A-2-401 et seq. (“Act”) provides among other things that each school district shall sell real property that it has declared surplus pursuant to the Act to eligible entity and provide written notice of such declaration to each eligible entity; and

**WHEREAS**, on or about October 28, 2014, the District declared the Property as surplus and the District gave written notice of such declaration to Herriman;

**WHEREAS**, Herriman is an eligible entity under the Act; and

**WHEREAS**, Herriman desires to purchase the Property pursuant to the Act.

**NOW, THEREFORE, BE IT RESOLVED** that Herriman as an eligible entity under the Act hereby declares it intent to purchase the Property and the recorder is hereby authorized and directed to deliver a copy of this resolution the District.

This resolution, assigned no. 15.\_\_, shall take effect immediately upon passage and acceptance as provided herein.

**PASSED AND APPROVED** by the Council of Herriman, Utah, this 8<sup>th</sup> day of July 2015.

**HERRIMAN**

\_\_\_\_\_  
**Mayor Carmen Freeman**

**ATTEST:**

\_\_\_\_\_  
**Jackie Nostrom** City Recorder



## STAFF REPORT

**DATE:** June 30, 2015

**TO:** The Honorable Mayor and City Council

**FROM:** John Brems, City Attorney

**SUBJECT:** Approving a Purchase and Sale Agreement and Escrow Instructions between the Board of Education of Jordan School District and Herriman City

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**RECOMMENDATION:**

Approve a resolution approving a purchase and sale agreement and escrow instructions between Board of Education of Jordan School District and Herriman City.

**BACKGROUND:**

The Jordan School District declared real property located at or near 6400 West Herriman Parkway (12400 South) as surplus pursuant to the School District Surplus Land Act codified at Utah Code Annotated §53A-2-401 et seq. After declaring intent to purchase the property the purchasing entity must approve a purchase and sale agreement with the Board of Education of Jordan School District.

City Council Meeting  
July 8, 2015

**HERRIMAN, UTAH**  
**RESOLUTION NO. 15.**

**A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN  
APPROVING A PURCHASE AND SALE AGREEMENT AND ESCROW  
INSTRUCTIONS BETWEEN BOARD OF EDUCATION OF JORDAN SCHOOL  
DISTRICT AND HERRIMAN CITY**

**WHEREAS**, the Herriman City Council (“*Council*”) met in regular meeting on July 8, 2015 to consider, among other things, approving a Purchase and Sale Agreement and Escrow Instructions (“*Agreement*”) between Board of Education of Jordan School District and Herriman City; and

**WHEREAS**, the Board of Education of Jordan School District (“*Board*”) will or has declared certain real property located at or near 6400 West Herriman Parkway (12400 South and referred to herein as the “*Property*”) as surplus under the School District Surplus Land Act codified at Utah Code Ann. § 53A-2-401 et seq. (“*Act*”) and

**WHEREAS**, Herriman City (“*City*”) is an eligible entity under the Act to purchase the Property and has given and exercised its rights to the purchase the Property pursuant to the Act; and

**WHEREAS**, the City and the Board have determined that it is best interests of the both parties to enter into the Agreement; and

**WHEREAS**, a copy of the Agreement is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the Agreement is approved, and the mayor and recorder are hereby authorized and directed to execute and deliver the same.

This resolution, assigned no. 15.\_\_, shall take effect immediately upon passage and acceptance as provided herein.

**PASSED AND APPROVED** by the Council of Herriman, Utah, this 8<sup>th</sup> day of July 2015.

**HERRIMAN**

\_\_\_\_\_  
**Mayor Carmen Freeman**

**ATTEST:**

\_\_\_\_\_  
**Jackie Nostrom** City Recorder

**PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS**

**BETWEEN**

**BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT**

a body corporate and politic of the State of Utah

(SELLER)

AND

**HERRIMAN CITY, a Utah municipality**

(BUYER)

**Dated: July 8, 2015**

## **PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

**THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS** (“Agreement”) is made effective the 8<sup>th</sup> day of July, 2015 (the “Effective Date”), by and between **BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT**, a body corporate and politic of the State of Utah (“Seller”), and **HERRIMAN CITY, a Utah municipality** (“Buyer”), in contemplation of the following facts and circumstances:

A. Seller presently owns certain real property, consisting of approximately 49.22 acres of raw land situated in Salt Lake County, State of Utah, plus two (2) adjacent residential lots (together, the “Property”). The Property is more particularly described in Exhibit A attached hereto and incorporated herein;

B. The Property is situated at approximately 6400 West Herriman Parkway (12400 South), Herriman, Utah;

C. Seller has declared the Property to be surplus property under the School District Surplus Lands Act codified at Utah Code Ann. § 53A-2-401 et. seq. (the “Act”); and

D. Buyer is an eligible entity under the Act and has been properly given and exercised its right to purchase the Property pursuant to the Act and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as part of the agreement of the parties, the mutual covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Purchase and Sale. Upon all the terms and conditions contained herein, Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell to Buyer all of the Property. The Property shall be conveyed to Buyer together with all rights, privileges, easements, rights of way and other appurtenances thereto. The Property and all easement and other rights to be sold and purchased shall be included in the Property.

1.1. Special Warranty Deed. The conveyance of the Property from Seller to Buyer shall be by special warranty deed (the “Deed”) in the form as attached hereto as Exhibit B.

2. Purchase Price. The total purchase price for the Property shall be Four Million One Hundred Seven Thousand Dollars and No Cents (\$4,107,000.00) (the “Purchase Price”).

3. Escrow Instructions. This Agreement shall also constitute instructions to Founders Title Company, 746 East Winchester, Salt Lake City, UT 84107 Attention: Wende Harris (the “Escrow Agent”). The parties agree to execute and deliver to Escrow Agent such other reasonable or customary supplemental escrow instructions or other instruments as may be reasonably required by Escrow Agent or by the parties in order to consummate the sale described herein. No provision of any supplemental escrow instructions shall amend or supersede any

portion of this Agreement unless such supplemental instructions are executed by both Seller and Buyer. To the extent of any inconsistency between the provisions of such supplemental escrow instructions and the provisions of this Agreement, unless specifically otherwise stated, the provisions of this Agreement shall control. By opening escrow, Escrow Agent certifies that Escrow Agent is licensed to perform the services contemplated by this Agreement in the manner required by applicable law.

3.1. Opening of Escrow. Within three (3) business days after Seller's receipt of the fully executed original of this Agreement, Seller shall cause an executed original of this Agreement to be delivered to Escrow Agent and Buyer, and Escrow Agent shall open an escrow account ("Escrow") for the transaction contemplated by this Agreement.

3.2. Deposit. Buyer shall not be required to post a security deposit.

3.3. Tax Reporting Person. In order to comply with applicable provisions of the Internal Revenue Code, Escrow Agent is hereby designated as the "person responsible for closing the transaction" and also as the "reporting person" for purposes of filing any required information returns with the Internal Revenue Service concerning this transaction.

3.4. Conditions to Closing. It shall be a condition to Buyer's and Seller's obligations to close that (i) this Agreement is approved by the Board of Education of Seller and the City Council of Buyer prior to Closing (defined below) and (ii) Buyer has adopted a resolution declaring Buyer's intent to purchase the Property, which resolution has been delivered to Seller prior to Closing. In the event the foregoing conditions are not timely met, Buyer and Seller shall each have the right to terminate this Agreement by giving written notice of termination to the other.

4. Closing of Escrow. "Closing" shall be deemed to have occurred upon the recording of the Deed. The date upon which Closing shall occur shall be referred to herein as the "Closing Date."

4.1. Closing Deadline. The Closing Date shall be not later than thirty (30) days following expiration of the Feasibility Period (defined below).

4.2. Cash at Closing. At Closing, Buyer shall deposit with Escrow Agent the full amount of the Purchase Price of the Property, plus any other closing costs and pro-rations chargeable to Buyer in accordance with the provisions of this Agreement. Such deposit shall be made, by wire transfer that will provide that Escrow Agent shall have in its possession on the Closing Date funds available for immediate disbursement in accordance with applicable laws and regulations. At Closing, the Purchase Price shall be disbursed to Seller; provided, however, that Escrow Agent is instructed to deduct from Seller's proceeds, prior to disbursement to Seller, the closing costs and pro-rations chargeable to Seller in accordance with the terms of this Agreement.

5. Costs and Prorations. Escrow Agent is hereby instructed to allocate costs and expenses which shall be incurred at Closing and to make prorations as set forth in this section.

5.1. Escrow and Closing Fees. The parties agree that Buyer and Seller shall each pay one-half (1/2) of the escrow and closing fees charged by Escrow Agent.

5.2. Seller Title Fees. Seller shall bear the cost of the premium for a standard coverage ALTA owner's policy of title insurance for the Property in the amount of the Purchase Price and any endorsements required to remedy title matters objected to by Buyer and which Seller has agreed to cure, and Buyer shall pay the cost of any other endorsement desired by Buyer. The title policy to be provided to Buyer pursuant to this section shall hereinafter be referred to as the "Title Policy."

5.3. Miscellaneous Costs. Seller shall pay costs and expenses incurred to release any and all monetary liens or encumbrances against the Property. Buyer shall pay the cost of recording the Deed. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow. All other costs or expenses not otherwise provided for in this Agreement shall be allocated to or apportioned between Buyer and Seller by Escrow Agent in accordance with customary escrow practices in Salt Lake County, Utah.

6. Feasibility Period. Buyer's obligation to purchase the Property shall be subject to Buyer's determination that the Property is acceptable to Buyer in Buyer's sole discretion ("Property Condition"). The Property Condition contingency may be waived by Buyer during the Feasibility Period. Buyer's investigations during the Feasibility Period shall include all investigations desired by Buyer and will include without limitation, (i) acceptance of the status of title to and a survey of the Property ("Title and Survey Approval"), (ii) approval of the physical condition of the Property ("Property Approval") and (iii) confirmation by Buyer that zoning is consistent with Buyer's intended use of the Property ("Zoning Approval"). The Property Condition and Zoning Approval must be satisfied or waived in Buyer's sole discretion not later than the close of business on the last day of the "Feasibility Period," which shall be 5:00 p.m., MST time, on the date that is sixty (60) days from the Effective Date (the "Feasibility Period"), or as otherwise extended by mutual agreement of the parties. In the event Buyer does not terminate this Agreement during the Feasibility Period, Buyer shall be deemed to have approved all elements of the Property Condition and all other matters relating to the Property, and shall thereafter have no right to terminate this Agreement.

6.1 Survey and Subdivision. Buyer may obtain a survey of the Property at Buyer's sole cost and expense. In the event Buyer has any objections to survey matters, such objections shall be raised prior to expiration of the Feasibility Period. In the event no such objection is timely raised, Buyer shall thereafter have no right to terminate this Agreement based on survey objections.

6.2. Title. On or before five (5) days from the Effective Date, Seller will cause to be delivered to Buyer, a preliminary title report or commitment for the issuance of title insurance, together with legible copies of all documents referred to in said preliminary title report (the "Title Commitment"), from Founders Title Company (the "Title Company"), covering all of the Property. Buyer may disapprove any title matter shown in the Title Commitment in Buyer's sole and exclusive judgment. Buyer shall take title to the Property subject to the Permitted Exceptions (defined below) which shall include matters disclosed in the Title Commitment and any survey obtained by Buyer, except any such matters as Buyer

expressly disapproves in writing to Seller as provided in Section 6.3, and which Seller expressly agrees in writing to remove or otherwise cure. Buyer shall not be obligated to close the purchase of the Property unless and until the Title Company shall be committed to deliver to Buyer, the Title Policy.

6.3 Approval of Title Matters. Prior to the period that expires twenty (20) days from receipt of the Title Commitment, Buyer shall be responsible to determine if Buyer objects to any matters shown in the Title Commitment. In the event that Buyer shall elect to object to any matters shown in the Title Commitment, Buyer shall do so by delivering written notice of its objections (the "Title Objections") no later than twenty (20) days following receipt of the Title Commitment. Failure to timely deliver such notice shall be deemed approval of all matters disclosed on the Title Commitment. Seller shall have five (5) business days following its receipt of the Title Objections to correct the Title Objections or to provide written notice to Buyer that either (i) such Title Objections will be cured by Seller prior to Closing; or (ii) that Seller does not intend to cure such Title Objection(s) (the "Seller Notice"). If Seller notifies Buyer it cannot or will not correct any Title Objection(s), Buyer shall have the option to either terminate this Agreement or waive the Title Objection(s) that will not be cured by giving written notice to Seller within five (5) business days after receipt of the Seller Notice. If Buyer terminates this Agreement by giving timely written notice to Seller of such termination, neither party will thereafter have any obligation to the other hereunder except as expressly set forth herein. In the event Buyer does not terminate this Agreement within that period, Buyer shall be deemed to have accepted all exceptions or matters in the Title Commitment which Seller indicates that Seller will not or cannot cure, and all such exceptions and all other exceptions in the Title Commitment to which Buyer has not objected shall together be "Permitted Exceptions". Notwithstanding any other provision of this Agreement, Seller shall be required to cause any and all monetary liens or encumbrances to be paid in full on or before the Closing Date and released as a lien or encumbrance against the Property.

6.4 Approval of Property Condition. On or before ten (10) days from the Effective Date, Seller shall provide to Buyer all third party reports, including surveys, environmental assessments, soil and geotechnical reports and plats, but expressly excluding appraisals, in possession or control of Seller (together, the "Due Diligence Materials"). Buyer shall thereafter, at its sole expense, conduct such studies, evaluations, assessments, inquiries and other investigations (collectively "Investigations") of the physical condition of the Property as Buyer shall determine to be prudent and necessary prior to its acquisition of the Property. All such Investigations shall be completed prior to expiration of the Feasibility Period. So long as this Agreement shall remain in effect, Buyer shall have the right to enter at reasonable times upon the Property and conduct, at its sole expense, such Investigations as Buyer deems necessary or desirable to evaluate any and all conditions related to the Property, including without limitation the following: (i) surface, soil, subsoil, geologic or ground water conditions or other physical conditions of or affecting the Property, (ii) the existence of any contaminants or hazardous materials on or in the soil or ground water, (iii) the existence of any special environmental, archaeological, botanical, or other condition on or affecting the Property, (iv) storm water detention, right of way, road construction, and construction schedules, (v) site analysis for setbacks and other building constraints based on Buyer's preliminary development plans, (vi) availability of required utilities, including power, water, sewer, etc., (vii) traffic analysis to determine site access for emergency vehicles and projected traffic loads for intended

use of the Property, and/or (viii) zoning, restrictive covenants, required permits or other municipal restrictions or requirements applicable to the Property which might impair Buyer's contemplated use thereof. Buyer will not allow or cause any liens to be filed against the Property as a result of the Inspections. Buyer will not allow test wells, core samples to be taken, or other invasive or sub-surface testing or inspections done without the prior written consent of Seller, which consent will not be unreasonably withheld or conditioned. Buyer shall, at Buyer's expense, reasonably repair and/or restore the Property as nearly as possible to the condition prior to said Inspections. Buyer shall indemnify, defend and hold Seller harmless from all damage, loss or liability, including without limitation reasonable attorneys' fees and costs of court, mechanics' and materialmen's liens or claims, or claims or assertions thereof which shall be actually incurred by Seller by reason of the Investigations, and such indemnification obligations shall survive any termination or cancellation of this Agreement.

6.5 Disapproval of Buyer's Property Condition. If Buyer determines, in its sole and absolute discretion, that any condition related to the Property and/or Buyer's intended development or use thereof, including the Property Condition, is unacceptable to Buyer, Buyer may terminate this Agreement by giving written notice to Seller and Escrow Agent prior to expiration of the Feasibility Period. If Buyer provides Seller with a written notice of termination in accordance with the provisions of this section, then effective as of the date of Seller's receipt of notice of termination, this Agreement shall be deemed canceled and the parties shall have no further obligations hereunder, except Buyer's indemnification obligations set forth in Section 6.4. In the event Buyer shall fail to timely provide such written notice of termination, Buyer shall have no further right to terminate this Agreement pursuant to this section 6.5.

6.6 Delivery of Copies of Inspection Results to Seller. In the event the transaction contemplated by this Agreement does not close on or before the Closing Date, as such date may be extended hereunder, Buyer agrees to provide to Seller full copies of all third party studies, reports, plats, appraisals, surveys, evaluations, inspection reports and all other similar materials obtained by Buyer relating to the Property at no cost to Seller within ten (10) calendar days after termination of this Agreement. Nothing in this Section shall be deemed to require Buyer to deliver copies to Seller of Buyer's internal analyses, studies or reports relating to the Property.

7. Maintenance Obligations. During the term of the Escrow, Seller shall maintain the Property in its present condition and repair, and will not create or permit the creation of any title exceptions such as easements or liens not already of record to encumber the Property without Buyer's prior written approval, which approval shall not be unreasonably withheld. Buyer shall assume responsibility to maintain the Property after Closing.

8. Property Purchase "As Is". Except for Seller's express warranties and representations set forth in Section 9 herein, Buyer specifically acknowledges and agrees that Buyer is purchasing the Property "AS IS, WHERE IS, AND WITH ALL ITS FAULTS," in its present state and condition, and in reliance solely upon Buyer's own investigations of the Property. Buyer acknowledges it is not relying on any representation by Seller in connection with this purchase, except as expressly set forth in Section 9 below, and Buyer acknowledges that its purchase of the Property hereunder is subject to the Act and it intends to use the Property as provided in the Act.

9. Seller Representations and Obligations. Seller represents and warrants to Buyer as set forth in this section, and Seller acknowledges that but for such representations and warranties, Buyer would not execute this Agreement.

9.1. Authority to Execute Agreement. This Agreement is subject to approval by the Board of Education of Jordan School District as set forth in Section 3.4 above. Following such approval, Seller will have full authority and power to execute this Agreement and to close the purchase of the Property in accordance with the terms hereof. Following such approval, the individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller will be duly authorized to sign the same in Seller's behalf and to bind Seller thereto, and this Agreement and all documents to be executed hereto by Seller will be binding upon and enforceable against Seller in accordance with their respective terms.

9.2. No Transfers. Seller has not sold, conveyed, assigned, leased or otherwise transferred, and shall not sell, convey, assign, lease or otherwise transfer all or any part of the Property, including any easement or development rights.

9.3. Further Documents and Acts. Seller agrees to cooperate in good faith with Buyer, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transaction contemplated under this Agreement.

Seller's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of Closing with the same force and effect as if remade by Seller in a separate certificate at that time.

10. Buyer's Representations and Covenants. Buyer represents, warrants and covenants to Seller as follows, which representations, warranties and covenants shall survive Closing, and Buyer acknowledges that but for such representations, warranties and covenants, Seller would not execute this Agreement.

10.1. Authority to Execute Agreement. This Agreement is subject to approval by the City Council of Herriman as set forth in Section 3.4 above. Following such approval, Buyer will have full authority and power to execute this Agreement and to close the purchase of the Property in accordance with the terms hereof. Following such approval, the individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer will be duly authorized to sign the same in Buyer's behalf and to bind Seller thereto, and this Agreement and all documents to be executed hereto by Buyer will be binding upon and enforceable against Buyer in accordance with their respective terms.

10.2. Organization. Buyer is and at closing will be duly organized and existing, qualified to do business in Utah and in good standing under and by virtue of the laws of the state in which it was formed, and has full right, power and authority to carry on its business and to execute, deliver and perform all obligations of Buyer under this Agreement.

10.3. Further Documents and Acts. Buyer agrees to cooperate in good faith with Seller, and to execute and deliver such further documents and perform such other acts as may be

reasonably necessary or appropriate to consummate and carry into effect the transaction contemplated under this Agreement.

10.4. t

11. Conditions to Seller's Obligations. Seller's obligation to sell the Property shall be subject to satisfaction or waiver of the following conditions, and if any of such conditions are not met prior to the Closing Date, Seller may terminate this Agreement by giving written notice of termination to Buyer and thereafter neither party shall have any obligation to the other hereunder except as expressly set forth herein:

11.1 No Buyer's Breach. Buyer shall not be in default of any obligation, representation or warranty under this Agreement, and no event shall have occurred which would constitute a material breach of Buyer's obligations, representations or warranties contained in this Agreement.

11.2 Cash to Close. Buyer shall have delivered into Escrow on or before the Closing Date all cash or immediately available funds necessary to complete the Closing.

11.3 Approval by Board of Education. Seller's Board of Education shall have approved of this transaction.

11.4 Approval by City Counsel. Buyer's City Council shall have approved of this transaction by adopting a resolution declaring the Buyer's intent to purchase the Property pursuant to the Act and approving of this Agreement, and Buyer has timely delivered a copy of such resolution to Seller pursuant to the Act.

12. Conditions to Buyer's Obligations. Buyer's obligation to purchase the Property shall be subject to satisfaction or waiver of the following conditions:

12.1 Seller's Breach. Seller shall not be in default of any material obligation, representation or warranty under this Agreement and no event shall have occurred which would constitute a material breach of Seller's obligations, representations or warranties contained in this Agreement.

12.2 Deed and Other Documents. Seller shall have delivered an executed and recordable Deed sufficient to convey title to the Property and shall also have delivered all other documents required pursuant to this Agreement or reasonably required by Escrow Agent.

12.3 Title Insurance. The Title Company shall be committed to deliver to Buyer the Title Policy, provided Buyer has complied with any reasonable and customary requirements for the issuance of same.

12.4 Approval by City Council. Buyer's City Council shall have approved of this transaction by adopting a resolution declaring the Buyer's intent to purchase the Property pursuant to the Act and approving of this Agreement, and Buyer has timely delivered a copy of the resolution to Seller pursuant to the Act.

12.5 Approval by Board of Education. Seller's Board of Education shall have approved of this transaction

13. Escrow Cancellation. Upon any cancellation or termination of this Agreement and the cancellation of Escrow by reason thereof, allocation of costs and expenses incurred in such cancellation shall be governed by the provisions of the section pursuant to which such cancellation or termination shall be authorized. In the event that this Agreement shall be canceled as a result of the default by either party, all termination costs shall be paid by the defaulting party. In the event this Agreement is terminated in accordance with any provision of this Agreement where an allocation of payment of cancellation charges has not been specifically set forth, then Seller and Buyer shall each pay one-half (1/2) of any and all title and escrow cancellation charges due to Escrow Agent or the Title Company.

14. Buyer's Failure to Close. In the event Buyer fails to Close for any reason, Seller sole and absolute remedy is the right to terminate this Agreement. In which event Seller and Buyer shall each pay one-half (1/2) of any and all title and escrow cancellation charges due to Escrow Agent or the Title Company and both parties shall be discharged from of any and all obligation to which they might otherwise be entitled by reason of Buyer's default..

15. Seller's Default. In the event of a default by Seller of its obligations under this Agreement at a time when Buyer has complied with all of Buyer's obligations hereunder, Buyer shall have the right to tender the Purchase Price and commence and prosecute to completion an action for specific performance of this Agreement.

16. No Recordation. Neither Buyer nor Seller shall, without the prior written consent of the other, record or cause to be recorded against the Property any notice or memorandum of this Agreement or any option or other claim to any interest in the Property. Prior to Closing, Buyer shall not record or cause to be recorded against the Property any document which would purport any interest in the Property or which would create any lien, restriction, encumbrance, right of way or other exception to title to the Property.

17. Eminent Domain Proceedings. If at any time during the term of Escrow all or any portion of the Property or an interest therein is threatened with condemnation by any party other than Buyer, or legal proceedings are commenced by a party other than Buyer under the power of eminent domain, or any notice of intended condemnation or proceedings in the nature of eminent domain are filed by a party other than Buyer, then Seller shall notify Buyer of same in writing, and Buyer shall, within ten (10) days of the date of such notice, elect to either (i) proceed to Closing, in which event Seller shall assign to Buyer all rights to receive condemnation proceeds and awards, or (ii) terminate this Agreement and cancel Escrow by giving written notice to Escrow Agent and the other party. In the event that Buyer shall not have made such election within said ten (10) days, then this Agreement shall be deemed terminated. In the event Buyer elects to terminate this Agreement and cancel Escrow, all documents held by Escrow Agent shall be returned to the respective parties who deposited the same, Seller and Buyer shall each pay one-half (1/2) of all title and escrow cancellation charges and each party shall be excused from any further obligations hereunder or liability to the other party except as to Buyer's obligations to Seller under Section 6.4.

18. Time of Essence. Time is of the essence of every provision of this Agreement in which time is an element. However, if Escrow is not in a condition to close by the required Closing Date, Escrow Agent shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of Escrow. Upon receipt thereof, Escrow Agent shall notify the other party of any such demand and shall immediately cancel Escrow without any further instruction from any party.

19. Waiver. Any agreements, understandings, warranties or representations not expressly contained herein, shall in no way bind either Seller or Buyer. Seller and Buyer waive any right of rescission and all claims for damages by reason of any statement, representation, warranty, promise and/or agreement, if any, not contained in or attached to this Agreement.

20. Broker's Commission. Seller and Buyer acknowledge and agree that Seller has not been represented by any real estate agent in connection with this transaction, and that Buyer has not been represented by any real estate agent in connection with this transaction. Each of Seller and Buyer represents to the other that to the best of its knowledge, no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with the transactions covered by this Agreement. Each party agrees to and does hereby indemnify, defend, save, and hold harmless the other from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of such indemnifying party in connection with the transactions covered by this Agreement.

21. Waiver, Consent and Remedies. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. Except as otherwise specified in this Agreement, (i) all rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other, and (ii) either party may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

22. Attorneys' Fees. If either party is required to engage the services of counsel by reason of the default of the other party, the non-defaulting party shall be entitled to receive its costs and actual attorneys' fees, both before and after judgment and whether or not suit be filed or the provisions of this Agreement be enforced through mediation or arbitration. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

23. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Seller: Board of Education of Jordan School District  
7905 S. Redwood Road  
West Jordan, UT 84084  
Attn: Scott Thomas  
Fax No. (801) 567-8780

With a copy to: Fabian & Clendenin  
215 S. State Street, 12<sup>th</sup> Floor  
Salt Lake City, UT 84111  
Attn: Diane H. Banks  
Fax No. (801) 531-1716

If to Buyer: Herriman City  
13011 S. Pioneer Street  
Herriman, UT 84096  
Attn: Brett Wood, City Manager  
Fax No. (801) 446-5324

With a copy to: John Brems  
Attorney at Law  
2798 West Matterhorn  
Taylorsville, UT 84129

Notice may also be given by facsimile transmission (“Fax”) to any party at the respective facsimile number given above and marked “RUSH - PLEASE DELIVER IMMEDIATELY,” provided receipt of such transmission shall be confirmed by follow-up notice within seventy-two (72) hours by another method authorized above. Any party may from time to time, by written notice to the other as provided above, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after mailing thereof as above specified. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or fax number listed above.

24. OFAC Representation. Buyer and Seller each represent and warrant to the other as of the date of this Agreement and as of the Closing that (i) neither they, nor any of their respective affiliates, nor any person or entity that directly owns a ten percent (10%) or greater

equity interest in them or any of their Affiliates is a Prohibited Person with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the “Executive Order”) signed on September 24, 2001 and entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”), or other governmental action, (ii) that neither their nor any of their Affiliates’ activities violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the “Money Laundering Act”), and (iii) that they and their Affiliates shall comply with the Executive Order and with the Money Laundering Act. Buyer and Seller each represent and warrant to the other that all of their respective Affiliates are in full compliance with all applicable orders, rules, regulations and recommendations of OFAC. Buyer and Seller each hereby indemnifies, holds harmless and agrees to defend the other (with counsel acceptable to Buyer or Seller (as applicable) from any claims, fines, penalties, judgments, costs, and expenses (including, but not limited to attorney and paralegal fees and costs) that may arise from any violation or alleged violation of the above representation and warranty. The term “Affiliate” means any corporation, person or other entity that, directly or indirectly controls, is controlled by, or is under common control with Buyer or Seller, or to any corporation or other entity resulting from a merger or consolidation with Buyer or Seller, as the case may be. As used herein, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise. The term “Prohibited Person” means any person or entity; (a) listed in the Annex to, or otherwise subject to the provisions of, the Executive Order; (b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) with whom Buyer and Seller is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order; (d) who commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; (e) that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, [www.ustreas.gov/offices/enforcement/ofac](http://www.ustreas.gov/offices/enforcement/ofac) or at any replacement website or other replacement official publication of such list; or (f) who is an Affiliate of or affiliated with a person or entity listed above.

25. Gender and Number. In this Agreement, unless the context requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

26. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, including specifically, but without limitation, the letter of intent between the parties dated February 19, 2015, are hereby superseded and merged herein.

27. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

28. Governing Law. This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Salt Lake County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

29. Invalidity of Provision. If any provision of this Agreement as applied to either art or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, to the maximum extent permissible by law, any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

30. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by both Buyer and Seller.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Seller and Buyer (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signatures.

32. Date of Performance. If the date on which any performance required hereunder is other than a business day in the State of Utah, then such performance shall be required as of the next following business day.

33. Assignment by Buyer. Buyer may not assign its right to purchase the Property without written consent from Seller any obligation hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Seller:

**BOARD OF EDUCATION OF JORDAN  
SCHOOL DISTRICT**, a body corporate and  
politic of the State of Utah

By: \_\_\_\_\_  
Name: John Larsen  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Susan Pulsipher  
Its: President

Buyer: **HERRIMAN CITY**, a Utah municipality

By: \_\_\_\_\_  
Name: Carmen Freeman  
Its: Mayor

**ATTEST:**

\_\_\_\_\_  
**JACQUELYN NOSTROM, City Recorder**

Accepted by Escrow Agent:

FOUNDERS TITLE COMPANY

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

EXHIBIT A

Legal Description of Property

EXHIBIT B

WHEN RECORDED, MAIL TO:

Herriman City  
13011 S. Pioneer Street  
Herriman, UT 84096

Parcel No. \_\_\_\_\_

**SPECIAL WARRANTY DEED**

THE BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT, a body corporate and politic of the State of Utah, Grantor, hereby conveys and warrants against all claiming by, through or under it, to HERRIMAN CITY, a Utah municipality, whose address is 13011 S. Pioneer Street, Herriman, UT 84096, Grantee, for the sum of Ten Dollars and other good and valuable consideration, the following described tract of land in Salt Lake County State of Utah:

See Exhibit 1 attached hereto

TOGETHER WITH all structures, improvements, rights of way, easements, tenements, and hereditaments on or appurtenant to said land.

SUBJECT TO: (i) those matters which would be disclosed by an accurate survey of the Property, (ii) recorded reservations, easements, rights-of-way, declarations, covenants, conditions, and restrictions, (iii) those certain permitted encumbrances described on Exhibit "A" attached hereto and incorporated by reference herein.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of this deed to those herein expressed, and excludes all other covenants arising or to arise by statute or otherwise, express or implied.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this \_\_\_\_ day of \_\_\_\_\_, 2015.

BOARD OF EDUCATION OF JORDAN  
SCHOOL DISTRICT, a body corporate and politic  
of the State of Utah

By: \_\_\_\_\_  
Name: John Larsen  
Its: Business Administrator



Exhibit 1 to Special Warranty Deed  
Legal Description

.

4819-8892-3682, v. 1



## STAFF REPORT

**DATE:** June 4, 2015

**TO:** The Honorable Mayor and City Council

**FROM:** John Brems, City Attorney

**SUBJECT:** Annexation Petition Acceptance

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### **BACKGROUND:**

This is one of the required steps to annex the Dansie property. It accepts the petition for further consideration. If it meets statutory requirements then it will come back to you for actual annexation.

**HERRIMAN, UTAH**  
**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN  
ACCEPTING A PETITION FOR ANNEXATION FILED BY  
THE JESSE DANSIE TRUST FOR FURTHER CONSIDERATION AND RELATED  
MATTERS**

**WHEREAS**, the Herriman City Council (the "*Council*") met in regular session on June \_\_, 2015, to consider, among other things, accepting a Petition for Annexation filed by the Jesse Dansie Trust for Further Consideration and Related Matters; and

**WHEREAS**, on or about \_\_\_\_\_, \_\_\_\_\_ as Trustee of the Jesse Dansie Trust filed a Petition for Annexation ("Petition") to the City; and

**WHEREAS**, Utah Code Ann. §10-2-405 provides, among other things, that the legislative body of the municipality may accept an annexation petition for further consideration; and

**WHEREAS**, the Council has reviewed the Petition and desires to accept the Petition for further consideration.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

**SECTION 1.** Acceptance of Petition. The City Council does hereby accept the Petition for further consideration, pursuant to the provisions of Utah Code Ann. §10-2-405.

**SECTION 2.** Further Actions Authorized. The Mayor, the City Recorder, and all other appropriate City personnel, boards and committees are hereby authorized and directed to take all actions required or advisable to be taken preparatory to formal action by the City Council on the proposed annexation.

**SECTION 3.** Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution will be severable.

**SECTION 4.** Effective Date. This Resolution shall become effective immediately upon its execution.

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2015.

**HERRIMAN COUNCIL**

By: \_\_\_\_\_  
**Carmen Freeman, Mayor**

ATTEST:

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**Jackie Nostrom**, Recorder

# Petition for Annexation

TO THE CITY OF HERRIMAN:

We, the undersigned owners of private real property, hereby petition that the area (the "Area") shown on the accurate and recordable map (prepared by a licensed surveyor) that is attached to this petition (this "petition") be annexed to the City of Herriman. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the Area, and (c) the current residence address of each is correctly written after the signer's name. Further, each of the undersigned designates the individuals identified below as sponsors and contact sponsor of this petition:

## NOTICE

- **There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.**
- **If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of Herriman. If you choose to withdraw your signature, you shall do so no later than 30 days after Herriman receives notice that the petition has been certified.**

<u>Name</u>	<u>Mailing Address</u>	<u>Status</u>
RICHARD DANSIE	7070 W 13090 S HERRIMAN UT 84096	sponsor/contact
_____	_____	sponsor

Print Signer's Name                      Signer's Residence Address                      Signature

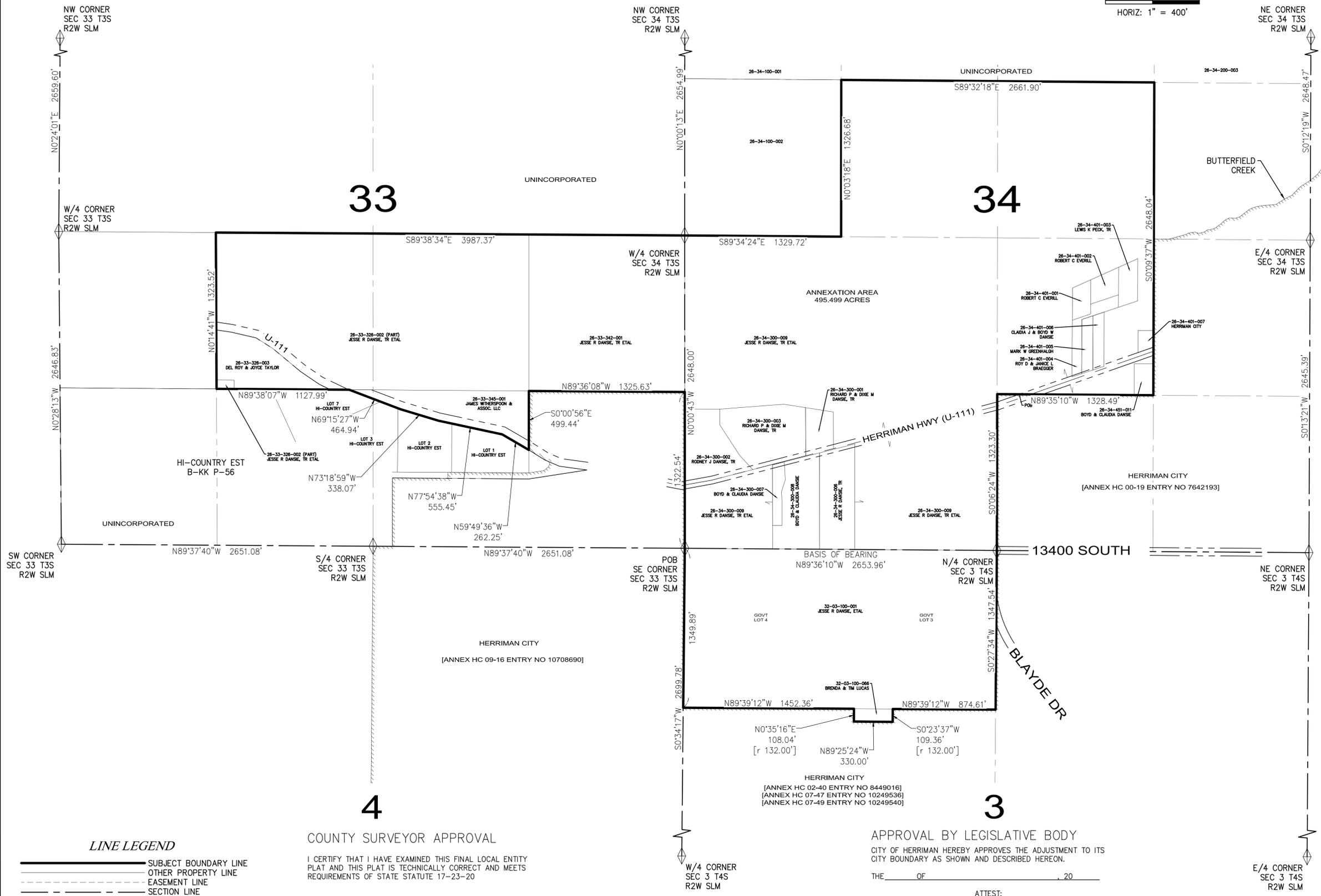
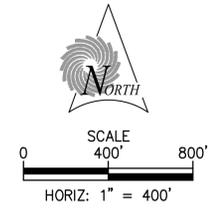
1. Richard Dansie, Trustee of the Jesse Dansie Trust

Richard Dansie / Jesse Dansie Trust

Tax Parcel ID#:

32031000010000	DANSIE, JESSE R; TR ET AL	80.44
26343000090000	DANSIE, JESSE R; TR ET AL	241.04
26343000060000	DANSIE, JESSE R; TR	5.71
26343000100000	DANSIE, RICHARD P &	1.82
26343000030000	DANSIE, RICHARD P &	6.96
26334260010000	DANSIE, JESSE R; TR	40.27
26333260020000	DANSIE, JESSE R; TR	73.65

DANSIE NO. 1 ANNEXATION  
 PORTIONS OF SECTION 33 & 34, T3S R2W SLM & SECTION 3, T4S, R2W, SLM  
 SALT LAKE COUNTY, UTAH



ANNEXATION BOUNDARY

Beginning at the Southeast corner of Section 33, Township 3 South Range 2 West, Salt Lake Meridian; thence North 00°00'43" West 1322.54 feet along section line to the Southeast corner of the NE/4 of the SE/4 of said Section 33; thence North 89°36'08" West 1325.63 feet along sixteenth line to the southwest corner of the NE/4 of the SE/4 of said Section 33; thence South 00°00'56" East 499.44 feet along sixteenth line to its intersection with the Southerly right-of-way line of Highway U-111 and the North boundary of Hi-Country Estates Subdivision, B-KK Page 56 of official records; thence along said subdivision boundary through the following five (5) calls, to-wit: North 59°49'36" West 262.25 feet; (2) thence North 77°54'38" West 555.45 feet; (3) thence North 73°18'59" West 338.07 feet; (4) thence North 69°15'27" West 464.94 feet to its intersection with the sixteenth line; (5) thence North 89°38'07" West 1127.99 feet to the Southwest corner of the NE/4 of the SW/4 of said Section 33; thence North 00°14'41" West 1323.52 feet along sixteenth line to the Northwest corner of the NE/4 of the SW/4 of said Section 33; thence South 89°38'34" East 3987.37 feet along quarter section line to the West quarter corner of Section 34, T3S, R2W, SLM; thence South 89°34'24" East 1329.72 feet along quarter section line to the Southwest corner of the SE/4 of the NW/4 of said Section 34; thence North 00°03'18" East 1326.68 feet along sixteenth line to the Northwest corner of the SE/4 of the NW/4 of said Section 34; thence South 89°32'18" East 2661.90 feet along sixteenth line to the Northeast corner of the SW/4 of the NE/4 of said Section 34; thence South 00°09'37" West 2648.04 feet along sixteen line to the Southeast corner of the NW/4 of the SE/4 of said Section 34; thence North 89°35'10" West 1328.49 feet along sixteenth line to the Southwest corner of the NW/4 of the SE/4 of said Section 34; thence South 00°06'24" West 1323.30 feet along quarter section line to the North quarter corner of Section 3, T4S, R2W, SLM; thence South 00°27'34" West 1347.54 feet along quarter section line to the Southeast corner of Government Lot 3, said Section 3; thence North 89°39'12" West 874.61 feet along the south line of said Lot 3 to the Northeast corner of Lot 2, Larry Jacobson Subdivision Amended; thence South 00°23'37" West 109.36 feet (132.00 by record) to the Southeast corner of said Lot 2; thence North 89°25'24" West 330.00 feet to the Southwest corner of said Lot 2; thence North 00°35'16" East 108.04 feet (132.00 by record) to a point on the South line of said Government Lot 3 and the Northwest corner of said Lot 2; thence North 89°39'12" West 1452.36 feet to the Southwest corner of Government Lot 4, said Section 3; thence North 00°34'17" East 1349.89 feet along section line to the POINT OF BEGINNING. Contains 21583948 square feet or 495.499 acres, more or less.

SURVEYOR'S CERTIFICATE

I, DALE J. ROBINSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 189369 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE AN ACCURATE GRAPHIC ILLUSTRATION OF THE CHANGE TO THE REFERENCED CITY BOUNDARY.  
 THE BASIS OF BEARING FOR THIS SURVEY NAD83 UTAH CENTRAL ZONE COORDINATES AS SHOWN BETWEEN SECTION CORNERS DEPICTED AND OF RECORD WITH THE SALT LAKE COUNTY SURVEYORS OFFICE. CFS = 1.000293550  
 THIS PLAT WAS PREPARED FROM RECORD INFORMATION ONLY. MEASUREMENTS WERE NOT VERIFIED IN THE FIELD.

- REFERENCES:
- SALT LAKE COUNTY TOWNSHIP COORDINATE PLAT T3S R2W
  - SALT LAKE COUNTY TOWNSHIP COORDINATE PLAT T4S R2W
  - HERRIMAN CITY ANNEXATION RECORDS

REV. NO.	FINAL DRAFT	11/10/14
0		
1	COMMENT	DATE

PROFESSIONAL LAND SURVEYOR  
 6/5/15  
 No. 189369  
 DALE J. ROBINSON  
 STATE OF UTAH

**SUNRISE ENGINEERING**  
 12227 SOUTH BUSINESS PARK DRIVE, SUITE 220  
 DRAPER, UT 84020  
 TEL 801.523.0100 • FAX 801.523.0990  
 www.sunrise-eng.com

**HERRIMAN CITY ANNEXATION PLAT**

**DANSIE NO. 1 ANNEXATION**  
 IN THE S/2 OF SEC 33 & 34, T3S, R2W, SLM  
 & THE NW/4 OF SEC 3 T4S, R2W, SLM

SEI NO.	SURVEYED	DRAWN	CHECKED	SHEET NO.	14-017
02977.02	N/A	DJR	DJR	1 of 1	

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

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

FEE: \_\_\_\_\_ SALT LAKE COUNTY RECORDER

**LINE LEGEND**

- SUBJECT BOUNDARY LINE
- OTHER PROPERTY LINE
- - - - - EASEMENT LINE
- SECTION LINE
- SUB-SECTION LINE
- RIGHT OF WAY LINE
- SURVEY TIE LINE
- CITY BOUNDARY

COUNTY SURVEYOR APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS FINAL LOCAL ENTITY PLAT AND THIS PLAT IS TECHNICALLY CORRECT AND MEETS REQUIREMENTS OF STATE STATUTE 17-23-20

\_\_\_\_\_  
 SURVEYOR

APPROVAL BY LEGISLATIVE BODY

CITY OF HERRIMAN HEREBY APPROVES THE ADJUSTMENT TO ITS CITY BOUNDARY AS SHOWN AND DESCRIBED HEREON.

THE \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
 MAYOR

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

U:\Herriman\04-Survey\2014\005 Dansie Annex\DWG\DWG-DANSIE-ANNEX.dwg Jun 05, 2015 10:00am drabinson