



The Study Meeting of the West Valley City Council will be held on Tuesday, February 2, 2016, at 4:30 PM, in the Multi-Purpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted January 28, 2016, 4:00 PM

A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. January 19, 2016
4. Review Agenda for Regular Meeting of February 2, 2016
5. Public Hearings Scheduled For February 9, 2016:
 - A. Accept Public Input Regarding Application No. SV-3-2015, Filed by West Valley City, Requesting to Vacate All of 2950 West (Also Known As Holmberg Street) and a Portion of 3550 South (Also Known As Leon Avenue)

Action: Consider Ordinance No. 16-05, An Ordinance Vacating All of Holmberg Street and A Portion of Leon Avenue Located in West Valley City
6. Ordinances:
 - A. 16-06: Amend Section 1-2-107 if Title 1, Consolidated Fee Schedule, of the West Valley City Municipal Code Regarding Fees at the Ridge Golf Club and Stonebridge Golf Club
7. Resolutions:
 - A. 16-22: Approve a Memorandum of Understanding Between West Valley City,

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

If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

South Valley Services, and Utah Domestic Violence Coalition, as Partners
Administering the Lethality Assessment Program- Maryland Model (LAP)

- B. 16-23: Authorize the City to Enter Into Property Schedule No. 4 of the Master Tax-Exempt Lease/Purchase Agreement with US Bancorp Government Leasing and Financing, Inc., With Respect to a Lease for the Purchase and Replacement of Police and Fire Radio Equipment
 - C. 16-24: Authorize the City to Purchase Radio Communications Equipment from Motorola Solutions, Inc. for Use by the Police and Fire Departments
8. Consent Agenda Scheduled For February 9, 2016:
- A. Reso. 16-25: Ratify the Re-Appointment of Wayne Pyle as a Member of the West Valley City Audit Review Committee, Term: February 9, 2016- December 31, 2018
 - B. Reso. 16-26: Ratify the City Manager's Re-Appointment of Cindy Adams as a Member of the West Valley City Audit Review Committee, Term: February 9, 2016- December 31, 2018
 - C. Reso. 16-27: Ratify the City Manager's Re-Appointment of Dean Lundell as a Member of the West Valley City Audit Review Committee, Term: February 9, 2016- December 31, 2018
 - D. Reso. 16-28: Ratify the City Manager's Appointment of Lars Nordfelt as a Member of the West Valley City Audit Review Committee, Term: February 9, 2016- December 31, 2018
 - E. Reso. 16-29: Ratify the City Manager's Appointment of Lars Nordfelt as Chair of the West Valley City Audit Review Committee, Term: February 9, 2016- June 30, 2017
 - F. Reso. 16-30: Authorize the City to Enter Into A Right-Of-Way Contract with Kenny K. Lam, and to Accept a Warranty Deed and a Temporary Construction Easement for Property Located at 3910 West 4100 South (15-32-354-038)
 - G. Reso. 16-31: Authorize the City to Enter into a Right-Of-Way Contract with Aploinar Gutierrez and to Accept a Warranty Deed for Property Located at 4107 South 2735 West (21-04-127-010)
 - H. Reso. 16-32: Authorize the Release of a Temporary Retention Pond Easement on Lot 3C of the Chad Turpin Subdivision Lot 3 Amended Subdivision Located at 4493 South 5320 West in Favor of West Valley City
 - I. Reso. 16-33: Authorize the City to Enter Into a Right of Way Agreement with Orbital ATK, Inc. for Property Located at Approximately 6149 South Highway

111 (20-15-300-006) and to Accept Four Special Warranty Deeds, Two Perpetual Utility Easements, Two Perpetual Easements, and Four Grants of Temporary Construction Easement

- J. Reso. 16-34: Authorize the City to Enter into a Right of Way Contract and Fence Agreement with Property Reserve, Inc. (fka Deseret Title Holding Corporation), Along with Acceptance of Quit Claim Deed, Two Public Utility Easements, and Two Temporary Construction Easements for Properties Located at 6511 and 7011 West 6200 South
9. Communications:
- A. iUTAH Household Survey Presentation Regarding Water Use in West Valley City (20 minutes)
 - B. Legislative Update (5 minutes)
 - C. Council Update
 - D. Potential Future Agenda Items
10. New Business:
- A. Council Reports
11. Motion for Executive Session
12. Adjourn

MINUTES OF COUNCIL STUDY MEETING – JANUARY 19, 2016

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THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, JANUARY 19, 2016, AT 4:30 P.M. IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Don Christensen, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Steve Vincent, Councilmember District 4

STAFF PRESENT:

Wayne Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/HR Director
Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Lee Russo, Police Chief
John Evans, Fire Chief
Layne Morris, CPD Director
Russell Willardson, Public Works Director
Kevin Astill, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department
Dan Johnson, Public Works Department
Russell Bailey, Public Works Department
Darin Burke, Public Works Department
Erik Brondum, Public Works Department
Zeke Thompson, Public Works Department
Andrew Wallentine, Administration

1. **APPROVAL OF MINUTES OF STUDY MEETING HELD JANUARY 5, 2016**
The Council read and considered Minutes of the Study Meeting held January 5, 2016. There were no changes, corrections or deletions.

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Councilmember Christensen moved to approve the Minutes of the Study Meeting held January 5, 2016. Councilmember Huynh seconded the motion.

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

2. **REVIEW AGENDA FOR REGULAR MEETING SCHEDULED JANUARY 19, 2016**

In review of the Agenda for the Regular Meeting scheduled later this night, Mayor Bigelow pointed out an image had been added to proposed Resolution No. 16-10 to clarify the location.

Upon inquiry, there were no further questions regarding the subject Agenda.

3. **ORDINANCE NO. 16-04, AMENDING SECTIONS 18-5-101, 18-5-102, AND 20-7-107 OF THE WEST VALLEY CITY MUNICIPAL CODE TO BRING THE STORM WATER ORDINANCE INTO COMPLIANCE WITH CURRENT ENGINEERING STANDARDS**

Dan Johnson, Public Works Department, discussed proposed Ordinance No. 16-04 that would amend Sections 18-5-101, 18-5-102, and 20-7-107 of the West Valley City Municipal Code to bring the Storm Water Ordinance into compliance with current engineering standards.

Written information previously provided to the City Council included the following:

Section 18-5-101 would be modified to require all development and redevelopment projects to perform a drainage analysis per the Engineering Division standards.

Section 18-5-108 would be modified to require all development to the engineering standards to determine the maximum allowable storm water discharge rate on a project. Developments had historically been required to store storm water onsite and release into the City system at a controlled rate specified by the Engineering Division. The proposed change to the ordinance would direct developers to the standards where the rate was shown on a map.

Section 20-7-107 would be modified to provide a financial incentive to developers that implemented specific Low Impact Development (LID) techniques to a certain standard on a site. LID employed principals such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treated storm water as a resource rather than a waste product. The City was required by its State storm water permit to encourage the use of LID techniques. The proposed ordinance change would make a development eligible for the reduced Storm Water Utility Rate B if the first 0.38 inches of rain runoff was stored permanently on-site and allowed to infiltrate, evaporate or evapotranspire.

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The City Council discussed storm water retention regulations.

The City Council will consider proposed Ordinance No. 16-04 at the Regular Council Meeting scheduled January 26, 2016, at 6:30 P.M.

4. **RESOLUTION NO. 16-11, AUTHORIZING THE EXECUTION OF THE ADOPTION OF PUBLIC WORKS ENGINEERING STANDARDS**

Dan Johnson, Public Works Department, discussed proposed Resolution No. 16-11, that would authorize the execution of the adoption of Public Works engineering standards.

Written information previously provided to the City Council included the following:

Engineering standards, as prepared by the Public Works Department, provided for the uniform and quality construction of public improvements to be installed by private developers. The Engineering Division had compiled previous engineering standards and procedures into a single document to be made available to the public. The standards provided guidance to private developers, contractors, utility companies and other individuals working in the City's right-of-way.

A more substantial change included in the new standards would be requirement of new development and redevelopment projects to prepare a drainage analysis that would include the evaluation and potential implementation of Low Impact Development (LID) techniques. LID employed principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treated storm water as a resource rather than a waste product. The City was required, through its Storm Water Permit from the State of Utah, to encourage LID in new development and redevelopment projects.

As required by Utah State Code and City Code, engineering standards were to be adopted by the City Council prior to taking effect, and any future modifications to the standards would be presented to the Council for adoption as well.

Upon inquiry by Councilmember Christensen, clarification was made regarding that the standards being reviewed were common regulations. Mr. Johnson further advised they were not standard nationwide and pertained specific to West Valley City.

Mr. Johnson also advised these were professional standards that engineers would be able to read and apply to their designs. He added nothing in the standards was more stringent than other municipalities had in their codes. He indicated State law required these changes to be reviewed by the City Council. He stated the City desired regulations to be clear to developers so there would be no confusion regarding requirements.

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The City Council will consider proposed Resolution No. 16-11 at the Regular Council Meeting scheduled January 26, 2016, at 6:30 P.M.

5. **RESOLUTION NO. 16-12, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN WEST VALLEY CITY AND ENSIGN DEVELOPMENT, INC. TO REIMBURSE ENSIGN DEVELOPMENT FOR CERTAIN STORMWATER FACILITIES EXPENSES**

Dan Johnson, Public Works Department, discussed proposed Resolution No. 16-12 that would authorize the execution of a Reimbursement Agreement between West Valley City and Ensign Development, Inc. in the amount of \$52,276.00, to reimburse Ensign Development for certain stormwater facilities expenses.

Written information previously provided to the City Council included the following:

Development of the Thomasville Manor Subdivision on 3500 South at approximately 7000 West required piping of existing ditches that were considered to be part of an intermediate drainage system facility eligible for reimbursement from the City under Title 18.

The project necessitated construction of nearly 1,400 feet of large diameter pipe to accommodate substantial flows coming from the areas south of 3500 South and west of the development. The subject agreement would allow the City to reimburse Ensign Development for the construction of those drainage facilities.

The City Council discussed the piping and Mayor Bigelow indicated this would be a significant cost savings.

The City Council will consider proposed Resolution No. 16-12 at the Regular Council Meeting scheduled January 26, 2016, at 6:30 P.M.

6. **CONSENT AGENDA SCHEDULED JANUARY 26, 2016**

A. **RESOLUTION NO. 16-13, AUTHORIZING THE ACCEPTANCE OF A STORM DRAIN EASEMENT FROM ERIC D. BISHOP, INC., ADAMS BAY LIGHTHOUSE INVESTMENT, LLC AND THE ERIC D. BISHOP, INC. PENSION & PROFIT SHARING TRUST (GRANTORS) IN FAVOR OF WEST VALLEY CITY, ACROSS PROPERTIES OWNED BY THE AMENDED AND RESTATED MILDRED L. DEFA FAMILY TRUST (14-34-276-045) AND SPANGLER FAMILY TRUST (14-34-276-044)**

Mayor Bigelow discussed proposed Resolution No. 16-13 that would authorize the acceptance of a Storm Drain Easement from Eric D. Bishop, Inc., Adams Bay Lighthouse Investment, LLC and the Eric D. Bishop, Inc. Pension & Profit Sharing Trust (Grantors) in favor of West Valley City, across properties owned by

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the Amended and Restated Mildred L. Defa Family Trust (14-34-276-045) and Spangler Family Trust (14-34-276-044).

Written information previously provided to the City Council included the following:

The subject easement would allow for storm water from the proposed Clearstone Estates Phase 2 Subdivision to be piped to the City storm drain in 6400 West.

Underlying property for the proposed Clearstone Estates Phase 2 Subdivision included a 16-foot easement for storm drain and other utilities across the Defa and Spangler properties. In order for a public storm drain to be constructed across the properties, it would be necessary for Eric Bishop, et al, to convey their interest in a storm drain easement to West Valley City.

Upon inquiry, the City Council had no further questions or concerns.

B. RESOLUTION NO. 16-14, AUTHORIZING THE CITY TO ENTER INTO A RIGHT-OF-WAY CONTRACT WITH CLINE MILLS AND RENA G. MILLS, TRUSTEES OF THE MILLS FAMILY TRUST (GRANTORS) AND TO ACCEPT A TEMPORARY CONSTRUCTION EASEMENT FOR PROPERTY LOCATED AT 3904 WEST AND 4100 SOUTH (15-32-354-022)

Mayor Bigelow discussed proposed Resolution No. 16-14 that would authorize the City to enter into a Right-of-Way Contract with Cline Mills and Rena G. Mills, Trustees of the Mills Family Trust (Grantors) and to accept a Temporary Construction Easement for property located at 3904 West and 4100 South (15-32-354-022).

Written information previously provided to the City Council included the following:

Cline Mills and Rena G. Mills, Trustees of the Mills Trust, dated June 3, 2008, had signed a Right-of-Way Contract and Temporary Construction Easement for property located at 3904 West 4100 South.

The Mills Family Trust parcel was one of the properties affected by the 4100 South: 4000 West, 2700 West and 1300 West Signal Improvement Project. The subject project would widen intersection and improve signals at those locations. Acquisition from the Mills Family Trust did not require additional right-of-way, however a Temporary Construction Easement would be needed to facilitate construction of the project. Compensation for purchase of the easement and

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improvements would be in the amount of \$1,125.00 based on the compensation estimate prepared by the DH Group, LLC.

The project was being funded under the Highway Safety Improvement Program (9HSIP) with federal funds. Under a previously executed federal aid agreement, the City was responsible for 6.77% of all project costs, including right-of-way. With the total value of the easement for this acquisition being \$1,125.00, West Valley City's share would be \$76.16.

Upon inquiry, the City Council had no further questions or concerns.

C. RESOLUTION NO. 16-15, AUTHORIZING THE CITY TO ENTER INTO A RIGHT-OF-WAY CONTRACT WITH NEIL R. LUND AND SUSAN H. LUND, AND TO ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT FOR PROPERTY LOCATED AT 4094 SOUTH CONSTITUTION BOULEVARD (15-33-380-013)

Mayor Bigelow discussed proposed Resolution No. 16-15 that would authorize the City to enter into a Right-of-Way Contract with Neil R. Lund and Susan H. Lund, and to accept a Warranty Deed and a Temporary Construction Easement for property located at 4094 South Constitution Boulevard (15-33-380-013).

Written information previously provided to the City Council included the following:

Neil R. Lund and Susan H. Lund had signed a Right-of-Way Contract, Warranty Deed and two Temporary Construction Easements for the above-referenced property.

The Lund parcel was one of the properties affected by the 4100 South: 4000 West, 2700 West and 1300 West Signal Improvements Project. The project would widen the intersection and improve signals at those locations. Acquisition included 64 square feet of right-of-way and compensation would be in the amount of \$1,400.00 based on an appraisal report prepared by the DH Group, LLC.

The project was being funded under the Highway Safety Improvement Program (HSIP) with federal funds. Under a previously executed federal aid agreement, the City was responsible for 6.77% of all project costs, including right-of-way. With the total value of the easement for acquisition being \$1,125.00, the City's share would be \$94.78.

Upon inquiry by the Mayor regarding if property on the northwest corner was owned by Salt Lake County, Councilmember Christensen indicated the County seemed to use it but he did not know if they owned it.

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The City Council will consider proposed Resolution Nos. 16-13, 16-14 and 16-15 as listed on the Consent Agenda, at the Regular Council Meeting scheduled January 26, 2016, at 6:30 P.M.

7. COMMUNICATIONS

A. STRATEGIC PLAN PRESENTATION – PUBLIC WORKS DEPARTMENT

Public Works Director, Russell Willardson, used PowerPoint and updated the City Council regarding the Strategic Plan as pertaining to the Public Works Department, summarized as follows:

- 2015 Capital Improvement Projects
 - 5600 West Widening/West Jordan City – 6200 S to 7000 S (93% federal STP funds \$6,000,000)
 - 3425 W Sidewalk Project – 4270 S to Robert Frost Elementary (\$100,000 TAP funds \$100,000 Class C Road Funds)
 - 4800 W & Royal Ann Dr Inlets Modifications (\$100,000 Storm Water Utility)
 - 6800 W Riter Canal Control Structure (\$300,000 Storm Water Utility)
 - 7200 W Pipe Replacement (\$180,000 Storm Water Utility)
- 2015 Asphalt Overlay Project
 - Funding Source – Class C Roads
 - Project Cost - \$1,186,861
 - Contractor – Morgan Asphalt
- Future Construction Projects
 - Road Projects
 - 2016 – 2400 S Extension from 4800 W to 5600 W
State funds/Impact fees \$5,500,000)
 - 2016 – 4100 South Intersection Improvements at 1300 W, 2700 W, 4000 W
Federal Highway Safety Funds (\$1,500,000)
 - 2016 – Fairbourne Station Phase II street improvements (3030 W 3500 S)
Redevelopment Agency Funds (\$2,000,000)
 - 2016/17 – 6200 S Extension MVC to SR-111
93% Federal STP funds (\$6,500,000)
 - 2019/20 – 4100 South Pavement Replacement from 4000 W to 4800 W
93% Federal STP Funds (\$7,000,000)
 - Storm Water Utility Projects

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- 2017 – Pole Line Dr (2600 W) Storm Drain (\$900,000)
- 2018 – 4100 S Storm Drain from Deno Dr to 4800 W (\$1,000,000)

- State of the City’s Infrastructure
 - Pavement Management
 - Facilities
 - Storm Drain System
 - Sidewalk, Curb and Gutter
 - Bridges
 - Fleet

- Pavement Management Benchmark
 - All streets inspected every two years, and report prepared by Local Transportation Assistant Program (LTAP) personnel from USU
 - Average RSL of 10 years or more
 - No more than 3% at end of service life

- RSL Distribution for Streets Chart

- Projected 2024 RSL Distribution with current funding (\$2,000,000 per year) Chart

- LTAP recommended funding level

- Transportation Funding Solutions
 - Projected revenues from 2016 gas tax increase - \$700,000 per year
 - Prop 1 would have resulted in additional \$2.1 million
 - Reconstruction projects funded with Federal STP funds

- Facilities
 - Number and age of buildings chart
 - Facilities Issues: heating, ventilation and air conditioning, roofing, flooring, painting interior/exterior, remodeling, and parking lots
 - Repair and replacement needs
 - Storm water utility; storm drain map, WVC pipes by type, CMP pipes
 - Estimated cost to replace all CMP - \$11,000,000
 - Flooding problems

- Major Flood Control Projects Needed (with estimated costs)
 - Pole Line Road (2500 S to SR-201): \$1,400,000

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- 4100 S (Deno Dr to 4800 W): \$1,000,000
- 4000 W (4100 S to 4700 S): \$800,000
- 4800 W (3210 S to 3285 S): \$385,000
- Parkway Blvd (MVC to 6400 W): \$600,000
- Decker lake Blvd (Brighton Canal to I-215): \$700,000
- Chesterfield Area: \$1,500,000
- Southbourne Circle (3935 S 3080 W): \$100,000

- Storm Water Utility Fees chart

- Curb, Gutter and Sidewalk/Repairs Needed *2015 data) Chart
 - Remove and Replace only
 - 171,000 LF to remove and replace
 - Currently replacing 6,000 LF per year
 - 28 years to replace all current needs

- Bridges (bi-annual inspections by UDOT)
 - One structurally deficient bridge on 7200 W at 3900 S constructed in 1978
 - 7200 W Bridge will be replaced in fall 2016 with Federal STP funds
 - 4 other bridges built about the same time over Utah and Salt Lake Canal at Dartmouth Dr. (4400 W), 5400 W, 6000 W and 6400 W are coming up
 - Application submitted for State off-system bridge funds to replace 6400 West Bridge

- Fleet
 - Replacing approximately 32 vehicles per year
 - Current budget is \$1,000,000
 - Average age at replacement: 7 years
 - Average mileage at replacement: 97,300
 - Maintain current funding

- Public Works Department Top Five Priorities
 - Priority No. 1: Pavement Management
 - Additional \$2,000,000 per year
 - Consider Transportation Utility Fee similar to Provo City's
 - \$3 - \$5 per month fee for single family residence
 - Commercial fees to be based on trip generation
 - Priority No. 2: Facility Maintenance
 - \$120,000 two additional FTE positions

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- \$500,000 annual commitment to repair and replacement fund
- Priority No. 3: Replace Public Works Operations and Parks Maintenance Building
 - Built as a cinderblock warehouse over 40 years ago
 - Seismic stability is questionable
 - Too small for 40-60 employees who work out of this building
 - Cannot accommodate vehicle storage
 - Design contract awarded
 - Estimated construction budget is \$7,000,000
- Priority No. 4: Storm Water Capital Needs
 - Need additional \$1,000,000 per year to replace failing corrugated metal pipe deficiencies
 - Need another \$1,000,000 per year to address flooding problems
 - Consider increasing Storm Water Utility Fees from \$4 to \$6 per month
- Priority No. 5: Sidewalk, Curb and Gutter Maintenance
 - To complete all current repairs in 10 years, and additional \$440,000 per year is needed
 - Costs could be included in Transportation Utility Fee
- Recap: Public Works Top Five Priorities' cost estimates
 - Pavement Management: \$2,000,000
 - Facility Management: \$620,000
 - PW & Parks Operations Building: \$7,000,000
 - Storm Water Utility Capital Needs: \$2,000,000
 - Curb, Gutter and Sidewalk Maintenance: \$440,000

The City Council discussed federally funded projects including the process for acquiring those funds. Also discussed was Proposition 1 that had failed in Salt Lake County, and possible future actions that might occur at the State Legislature in the coming years.

Mr. Willardson stated facility funds had been requested in the past by program mods. He indicated he would request those funds be provided for in the budget instead of by program mod requests in order to insure maintenance and improving of existing buildings.

B. COUNCIL UPDATE

A Memorandum from the City Manager previously distributed to the City Council regarding upcoming events included the following:

January 19, 2016

Public Works Presentation/ Strategic Plan

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January 20, 2016	Harman Heritage Series- Utah History Stories in Song with Cherie Call, 1:00 P.M.- 3:00 P.M.- Harman Senior Recreation Center, 4090 South 3600 West
January 23, 2016	Tags Thrift Store Ribbon Cutting, 3749 South 2700 West- 8:30 A.M.
January 26, 2016	Ethics Presentation/ Strategic Plan
January 27, 2016	Local Officials Day Lunch with Legislators, Salt Palace Convention Center located at 100 West Temple – 12:00 P.M.- 2:00 P.M.
February 4, 2016	District 5 Town Hall Meeting with Senator Karen Mayne, West Valley City Hall Council Chambers, 3600 S Constitution Blvd- 6:00 PM- 8:00 PM
February 9, 2016	Parks and Fire Presentations/ Strategic Plan
February 15, 2016	President’s Day Holiday- City Hall Closed
February 16, 2016	Police Department Presentation
February 17, 2016	Harman Heritage Series- A Canyon Peoples’ Portrait with Filmmaker Isaac Goeckeritz, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
February 19, 2016	Strategic Plan Retreat
February 20, 2016	Strategic Plan Retreat
March 7-9	National League of Cities Conference in Washington D.C.
March 16, 2016	Harman Heritage Series- Family Stories with Teresa Clark, 1:00 P.M. – 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
March 29, 2016	No City Council Meetings- 5 th Tuesday
April 5, 2016	RDA, HA, and BA Meetings Scheduled

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April 20, 2016	Harman Heritage Series- Garfield County Stories and Songs, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
April 26, 2016	RDA, HA, and BA Meetings Scheduled
May 3, 2016	RDA, HA, and BA Meetings Scheduled
May 18, 2016	Harman Heritage Series- Drops in a Bucket & Other Songs, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
May 30, 2016	Memorial Day Holiday- City Hall Closed
May 31, 2016	No City Council Meetings- 5 th Tuesday
June 7, 2016	RDA, HA, and BA Meetings Scheduled
June 15, 2016	Harman Heritage Series- Art Alive! Stories Behind the Art, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
July 4, 2016	Independence Day Holiday- City Hall Closed
July 25, 2016	Pioneer Day Holiday- City Hall Closed
August 2, 2016	National Night Out/ No City Council Meetings
August 30, 2016	No Council Meetings- 5 th Tuesday
September 5, 2016	Labor Day Holiday- City Hall Closed
October 4, 2016	RDA, HA, and BA Meetings Scheduled
November 11, 2016	Veteran's Day Holiday
November 24, 2016	Thanksgiving Holiday- City Hall Closed
November 29, 2016	No Council Meetings- 5 th Tuesday
December 27, 2016	No Council Meetings- Christmas

The City Council discussed an upcoming lunch scheduled with legislators.

Councilmember Christensen informed that the Tags Ribbon Cutting time had just been changed.

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C. POTENTIAL FUTURE AGENDA ITEMS

City Manager, Wayne Pyle, stated a new Council member was needed for the Audit Committee to replace the position held by former Councilmember Corey Rushton. Councilmember Christensen and Councilmember Nordfelt both indicated they could serve in that capacity.

Councilmember Buhler advised that the CEP board would soon meet to discuss proposals to Granite School District and indicated this should be kept in mind.

8. COUNCIL REPORTS

A. COUNCILMEMBER DON CHRISTENSEN – FUNERAL FOR DOUG BARNEY, UNIFIED POLICE OFFICER

Councilmember Christensen stated the funeral for Unified Police Officer Doug Barney, who was killed in action, would be held at the Maverik Center.

City Manager, Wayne Pyle, advised the City had offered the Maverik Center venue for the funeral.

9. MOTION FOR EXECUTIVE SESSION

Councilmember Lang moved to adjourn and reconvene in an Executive Session for discussion of disposition of real property. Councilmember Vincent seconded the motion.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING OF TUESDAY, JANUARY 19, 2016, WAS ADJOURNED AT 5:25 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, January 19, 2016.

Nichole Camac
City Recorder

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THE WEST VALLEY CITY COUNCIL RECONVENED IN EXECUTIVE SESSION ON TUESDAY, JANUARY 19, 2016, AT 5:33 P.M., IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Don Christensen, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Steve Vincent, Councilmember District 4

STAFF PRESENT:

Wayne Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/ HR Director
Nicole Cottle, Assistant City Manager/CED Director
Jim Welch, Finance Director
Mark Nord, CED Department

The City Council discussed disposition of real property.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE EXECUTIVE SESSION OF JANUARY 19, 2016, WAS ADJOURNED AT 6:30 P.M. BY MAYOR BIGELOW.

Nichole Camac,
City Recorder

ITEM #: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____
Budget Opening Required: _____

ISSUE:

SV-3-2015 Holmberg Street (2950 West) and 3550 South (Leon Ave) Vacation

SYNOPSIS:

Proposal: Vacate all of Holmberg Street (2950 West and a portion of 3550 South (Leon Avenue)
Location: 2950 West 3550 South

BACKGROUND

The West Valley City Community & Economic Development Department is requesting a street vacation for all of 3550 South (Leon Avenue) and for the remaining portion of Holmberg Street (2950 West) platted as part of the Holmberg and Lehman Amended Subdivisions.

The Holmberg Subdivision was recorded with the Office of the Salt Lake County Recorder in 1959. The southern portion of Holmberg Street was platted as part of the Lehman Amended Subdivision which was recorded in 1958. The request to vacate these rights-of-way is in anticipation of future development in the City Center Zone.

The Redevelopment Agency of West Valley City owns all of the property that abuts these streets. As plans move forward regarding future development within the City Center, additional modifications to subdivided lots along with various easements will need to take place.

According to the City Center Master Plan, the areas surrounding the proposed vacated streets is anticipated to be mixed use and residential development. To replace the proposed vacated right-of-way of Holmberg Street, a new road will be constructed at approximately 3030 West. This road will extend from 3500 South to Lancer Way. Although it is not known when this road will be constructed, it will provide similar access for residents who have become accustomed to using Holmberg Street.

RECOMMENDATION:

The Planning Commission voted to approve the Holmberg street vacation application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

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

AN ORDINANCE VACATING ALL OF 2950 WEST (ALSO KNOWN AS HOLMBERG STREET) AND A PORTION OF 3550 SOUTH (ALSO KNOWN AS LEON AVENUE) LOCATED IN WEST VALLEY CITY UTAH

WHEREAS, the City is in receipt of petition SV-3-2015, proposing a street vacation to all of 2950 West (Holmberg Street) and to a portion of 3550 South (Leon Avenue); and

WHEREAS, the purpose for the vacation is to help facilitate future development within the City Center; and

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

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

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

Section 1. That the vacation to all of 2950 West (Also known as Holmberg Street) Exhibit “A” and to a portion of 3550 South (Also known as Leon Avenue) Exhibit “B” as shown in Petition SV-3-2015, is hereby approved.

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

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

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

PASSED AND APPROVED this _____ day of _____ 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

EXHIBIT "A"

All of 2950 West (Also known as Holmberg Street), as shown on the Amended Plat of Lehman Subdivision as recorded in Book V at Page 91 in the Office of the Salt Lake County Recorder.

EXHIBIT "B"

A portion of 3550 South (Also known as Leon Avenue) per Holmberg Subdivision, according to the official plat thereof as recorded in Book U at Page 52 in the Office of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at the Northwest corner of Lot 15 of said Holmberg Subdivision, and running thence North $00^{\circ}00'20''$ East 50.00 feet along the westerly boundary of said subdivision to the Southwest corner of Lot 14 of said subdivision; thence North $89^{\circ}53'20''$ East 396.00 feet along the northerly right-of-way line of said 3550 South to the Southeast corner of lot 2 of said Holmberg Subdivision; thence South $00^{\circ}00'20''$ West 50.00 feet to the Northwest corner of Lot 1 of said subdivision; thence South $89^{\circ}53'20''$ West 396.00 feet along the southerly right-of-way line of 3550 South to the point of beginning.

SV-3-2015
Leon Avenue and Holmberg Street Vacation
3550 South 2950 West

BACKGROUND

The West Valley City Community & Economic Development Department is requesting a street vacation for all of Leon Avenue (3550 South) and for the remaining portion of Holmberg Street (2950 West) platted as part of the Holmberg and Lehman Amended Subdivisions.

The Holmberg Subdivision was recorded with the Office of the Salt Lake County Recorder in 1959. The southern portion of Holmberg Street was platted as part of the Lehman Amended Subdivision which was recorded in 1958. The request to vacate these rights-of-way is in anticipation of future development in the City Center Zone.

The Redevelopment Agency of West Valley City owns all of the property that abuts these streets. As plans move forward regarding future development within the City Center, additional modifications to subdivided lots along with various easements will need to take place.

According to the City Center Master Plan, the areas surrounding the proposed vacated streets is anticipated to be mixed use and residential development. To replace the proposed vacated right-of-way of Holmberg Street, a new road will be constructed at approximately 3030 West. This road will extend from 3500 South to Lancer Way. Although it is not known when this road will be constructed, it will provide similar access for residents who have become accustomed to using Holmberg Street.

According to City ordinance, streets and/or alley vacations shall be reviewed by the Planning Commission with a recommendation to the City Council.

RECOMMENDATION

1. Approval of the street vacation plat.
2. Continue the application due to issues raised at the public hearing.

Discussion: Don Kidman asked how this application will affect Lehman Ave. Steve Lehman said Lehman Ave. is not impacted by this application, the only streets that will be vacated are the rest of Holmberg Street and 3550 South.

Motion: Commissioner Tupou motioned to approve the street vacation.

Commissioner Meaders seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Lovato	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Tupou	Yes
Commissioner Woodruff	Yes
Chairman Thomas	Yes

Unanimous – SV-3-2015 - Approved

SV-3-2015 Petition by **WEST VALLEY CITY COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT** requesting **consideration to vacate** all of Leon Avenue (3550 South) and the remaining portion of Holmberg Street (2950 West) as platted within the Holmberg Subdivision. (Staff - **Steve Lehman** at 801-963-3311)



SV-3-2015 Petition by **WEST VALLEY CITY COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT** requesting **consideration to vacate** all of Leon Avenue (3550 South) and the remaining portion of Holmberg Street (2950 West) as platted within the Holmberg Subdivision. (Staff - **Steve Lehman** at 801-963-3311)



Item #:	
Fiscal Impact:	Revenue
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

An ordinance to amend Section 1-2-107 of the West Valley City Municipal Code to update the Consolidated Fee Schedule of fees charged at City golf courses.

SYNOPSIS:

Parks and Recreation requests fee increases at West Valley City’s golf courses, as indicated on the attached price sheet.

BACKGROUND:

The Parks and Recreation Department charges fees to recover the costs of services and activities offered to the public. Fees are adjusted as the cost of labor, supplies, and utilities increase. The City’s Consolidated Fee Schedule should reflect the current fees being charged for services and activities in Parks and Recreation. The current established fees at the City’s golf courses are represented on the attached price sheet and incorporated into the proposed ordinance amendment.

RECOMMENDATION:

City staff recommends approval of the ordinance.

SUBMITTED BY:

Kevin Astill, Parks and Recreation Director

WEST VALLEY CITY, UTAH
ORDINANCE NO. _____

Draft Date:

Date Adopted: _____

Date Effective: _____

**AN ORDINANCE AMENDING SECTION 1-2-107 OF TITLE 1,
CONSOLIDATED FEE SCHEDULE, OF THE WEST VALLEY
CITY MUNICIPAL CODE REGARDING FEES AT THE
RIDGE GOLF CLUB AND STONEBRIDGE GOLF CLUB.**

WHEREAS, Title 1 of the West Valley City Municipal Code governs fees for City services and facilities including City golf courses; and

WHEREAS, Section 1-2-107(4) sets forth fees charged at The Ridge Golf Club and Section 1-2-107(5) specifies the fees at Stonebridge Golf Club; and

WHEREAS, fees charged by the Parks and Recreation Department for services and activities offered to the public must be increased from time to time to reflect increased cost of supplies, utilities, and labor; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Section 1-2-107(4) and Section 1-2-107(5) of the West Valley City Municipal Code;

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

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

Section 2. Amendment. Section 1-2-107(4) and Section 1-2-107(5) are hereby amended as follows:

1-2-107. PARKS AND RECREATION DEPARTMENT.

(4) The Ridge Golf Club:

a. 9 holes:

i. Green fees - ~~\$15~~ \$16

- 31 ii. Power Carts - \$7
- 32 iii. Pull carts - \$3
- 33 iv. Club rental - ~~\$10~~ \$15
- 34 b. 18 holes:
- 35 i. Green fees - ~~\$30~~ \$32
- 36 ii. Power Carts - \$14
- 37 iii. Pull carts - \$5
- 38 iv. Club rental - ~~\$20~~ \$25
- 39 c. Juniors, 9 holes (Monday-Friday anytime, weekends and holidays after
- 40 1:00 p.m.) - \$8
- 41 d. Juniors, 18 holes (Monday-Friday anytime, weekends and holidays after
- 42 1:00 p.m.) - \$15
- 43 e. Seniors, 9 holes (Monday-Friday anytime, weekends and holidays after
- 44 1:00 p.m.) - ~~\$9~~ \$10
- 45 f. Seniors, 18 holes (Monday-Friday anytime, weekends and holidays after
- 46 1:00 p.m.) - ~~\$18~~ \$20
- 47 g. Early Bird, 9 holes (Monday – Friday before 8 a.m. when Daylight
- 48 Savings time is in effect) - ~~\$17~~ \$23, includes cart
- 49 h. Early Bird, 18 holes (Monday – Friday before 8 a.m. when Daylight
- 50 Savings time is in effect) – ~~\$34~~ \$46, includes cart
- 51 i. Twilite (after 3:00 p.m. any day when Daylight Savings time is in effect) -
- 52 ~~\$30~~ \$32, includes cart
- 53 j. Passes:
- 54 i. Players Pass (Monday – Friday anytime, weekends & holidays
- 55 after 1:00 p.m.) - ~~\$199.95~~ \$249.95
- 56 ii. Players Pass 9/18 holes (Monday – Friday anytime, weekends &
- 57 holidays after 1:00 p.m.) - ~~\$8~~ \$12
- 58 iii. Players Pass Cart 9/18 holes - ~~\$8~~ \$12 (Monday – Friday anytime,
- 59 weekends & holidays after 1:00 p.m.)
- 60 iv. Players Pass 18 holes (weekend & holidays before 1:00 p.m.,
- 61 includes cart) - ~~\$30~~ \$35

- 62 v. Players Pass Guest 18 holes - ~~\$25~~ \$35
- 63 vi. Punch Pass 10 rounds of 9 holes - ~~\$100~~ \$110
- 64 k. Driving range:
 - 65 i. Range balls, small bucket - \$4
 - 66 ii. Range balls, large bucket - \$7
 - 67 iii. Players Pass Small Bucket - \$2.50
 - 68 iv. Players Pass Large Budget - \$5
 - 69 v. 10-Token driving range pass - \$35
 - 70 vi. Annual driving range pass - \$350
- 71 l. Tournaments:
 - 72 i. Monday – Thursday, includes cart and merchandise - ~~\$42~~ \$50
 - 73 ii. Friday – Sunday, includes cart and merchandise - ~~\$47~~ \$60
- 74 m. Temporary fee discounts: The Parks and Recreation Director is authorized
 - 75 to implement temporary fee discounts to stimulate play and increase
 - 76 revenues. The Parks and Recreation Director shall notify the City
 - 77 Manager of any such discounts following the implementation or approval
 - 78 of any said discounts.
- 79 (5) Stonebridge Golf Course
 - 80 a. 9 holes:
 - 81 i. Green Fees - ~~\$15~~ \$16
 - 82 ii. Power Carts - \$7
 - 83 iii. Pull Carts - \$3
 - 84 iv. Club Rental - \$15
 - 85 b. 18 holes:
 - 86 i. Green Fees - ~~\$30~~ \$32
 - 87 ii. Power Carts - \$14
 - 88 iii. Pull Carts - \$5
 - 89 iv. Club Rental - \$25
 - 90 c. Juniors, 9 holes (Monday – Friday anytime, weekends & holidays after
 - 91 1:00 p.m.) - \$8

- 92 d. Juniors, 18 holes (Monday – Friday anytime, weekends & holidays after
 93 1:00 p.m.) - ~~\$13~~ \$15
- 94 e. Seniors, 9 holes (Monday – Friday anytime, weekends & holidays after
 95 1:00 p.m.) - ~~\$9~~ \$10
- 96 f. Seniors, 18 holes (Monday – Friday anytime, weekends & holidays after
 97 1:00 p.m.) - ~~\$18~~ \$20
- 98 g. Early Bird, 9 holes (Monday – Friday before 8 a.m. when Daylight
 99 Savings time is in effect) - ~~\$13.50~~ \$23.00
- 100 h. Twilite (after 3:00 p.m. any day when Daylight Savings time is in effect) -
 101 ~~\$31~~ \$32
- 102 i. Passes:
- 103 i. Players Pass (Monday – Friday anytime, weekends & holidays
 104 after 1:00 p.m.) - ~~\$199.95~~ \$249.95
- 105 ii. Players Pass 9/18 holes (Monday – Friday anytime, weekends &
 106 holidays after 1:00 p.m.) - ~~\$8~~ \$12
- 107 iii. Players Pass 18 holes (weekend & holidays before 1:00 p.m.,
 108 includes cart) - ~~\$30~~ \$35
- 109 iv. Players Pass Cart 9/18 holes (Monday – Friday anytime, weekends
 110 & holidays after 1:00 p.m.) - ~~\$8~~ \$12
- 111 v. Players Pass Guest 18 holes - ~~\$25~~ \$35
- 112 vi. Punch Pass 10 rounds of 9 holes - ~~\$100~~ \$110 (~~\$75~~ \$85 for Lake
 113 Park employees, must show Lake Park employee ID to purchase)
- 114 j. Driving Range:
- 115 i. Range Balls, small bucket - ~~\$3.50~~ \$4
- 116 ii. Range Balls, large bucket -- ~~\$6~~ \$7
- 117 iii. Players Pass Small Bucket - \$2.50
- 118 iv. Players Pass Large Bucket - \$5
- 119 v. 10-Token driving range pass - \$35 (\$25 for Lake Park employees,
 120 must show Lake Park employee ID to purchase)
- 121 vi. Annual driving range pass - ~~\$250~~ \$350
- 122 vii.

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k. Tournaments:

- i. Monday – Thursday, includes cart and merchandise - ~~\$42~~ \$50
- ii. Friday – Sunday, includes cart and merchandise - ~~\$47~~ \$60

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

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

PASSED and APPROVED this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

The Ridge Golf Club

Fee Schedule

DESCRIPTION	CURRENT FEE	PROPOSED FEE	WHEN VALID
A. 9 holes:			
i. Green Fees	\$15.00	\$16.00	Anytime
ii. Power carts	\$7.00	\$7.00	Anytime
iii. Pull carts	\$3.00	\$3.00	Anytime
iv. Club rental	\$10.00	\$15.00	Anytime
B. 18 holes:			
i. Green Fees	\$30.00	\$32.00	Anytime
ii. Power carts	\$14.00	\$14.00	Anytime
iii. Pull carts	\$5.00	\$5.00	Anytime
iv. Club rental	\$20.00	\$25.00	Anytime
C. Juniors, 9 holes	\$8.00	\$8.00	Monday-Friday anytime, weekends and holidays after 1:00 pm. (7-17 years old).
D. Juniors, 18 holes	\$15.00	\$15.00	Monday-Friday anytime, weekends and holidays after 1:00 pm. (7-17 years old).
E. Seniors, 9 holes	\$9.00	\$10.00	Monday-Friday anytime, weekends and holidays after 1:00 pm. (60 and older).
F. Seniors, 18 holes	\$18.00	\$20.00	Monday-Friday anytime, weekends and holidays after 1:00 pm. (60 and older).
G. Early Bird, 9 holes includes cart	\$17.00	\$23.00	Monday-Friday anytime before 8:00 am, during daylight savings only.
H. Early Bird, 18 holes includes cart	\$34.00	\$46.00	Monday-Friday anytime before 8:00 am, during daylight savings only.
I. Twilight, 18 holes includes cart	\$30.00	\$32.00	Anytime after 3:00 pm, 7-days a week during daylight savings only.
J. Passes:			
i. Players Pass	\$199.95	\$249.95	Monday-Friday anytime, weekends and holidays after 1:00 pm.
ii. Players Pass 9/18 holes	\$8.00	\$12.00	Monday-Friday anytime, weekends and holidays after 1:00 pm.
iii. Players Pass cart 9/18 holes	\$8.00	\$12.00	Monday-Friday anytime, weekends and holidays after 1:00 pm.
iv. Players Pass 18 holes includes cart	\$30.00	\$35.00	Weekends and holidays before 1:00 pm.
v. Players Pass Guest, 18 holes	\$25.00	\$35.00	Anytime
vi. Punch Pass, 10-rounds of 9 holes	\$100.00	\$110.00	Monday-Friday anytime, excluding holidays.
K. Driving Range:			
i. Range balls, small bucket	\$4.00	\$4.00	Anytime
ii. Range balls, large bucket	\$7.00	\$7.00	Anytime
iii. Players Pass small bucket	\$2.50	\$2.50	Anytime
iv. Players Pass large bucket	\$5.00	\$5.00	Anytime
v. 10-token driving range pass	\$35.00	\$35.00	Anytime
vi. Annual driving range pass	\$350.00	\$350.00	Anytime
L. Tournaments:			
i. Monday-Thursday includes cart and merchandise	\$42.00	\$50.00	Monday-Thursday anytime
ii. Friday-Sunday includes cart and merchandise	\$47.00	\$60.00	Friday-Sunday anytime
M. Temporary Fee Discounts	The Parks and Recreation Director is authorized to implement temporary fee discounts to stimulate play and increase revenues. The Parks and Recreation Director shall notify the City Manager of any such discounts following the implementation or approval of any said discounts.		

Stonebridge Golf Club

Fee Schedule

DESCRIPTION	CURRENT FEE
A. 9 holes:	
i. Green Fees	\$15.00
ii. Power carts	\$7.00
iii. Pull carts	\$3.00
iv. Club rental	\$15.00
B. 18 holes:	
i. Green Fees	\$30.00
ii. Power carts	\$14.00
iii. Pull carts	\$5.00
iv. Club rental	\$25.00
C. Juniors, 9 holes	\$8.00
D. Juniors, 18 holes	\$13.00
E. Seniors, 9 holes	\$9.00
F. Seniors, 18 holes	\$18.00
G. Early Bird, 9 holes includes cart	\$13.50
H. Early Bird, 18 holes includes cart	\$34.00
I. Twilight, 18 holes includes cart	\$31.00
J. Passes:	
i. Players Pass	\$199.95
ii. Players Pass 9/18 holes	\$8.00
iii. Players Pass cart 9/18 holes	\$8.00
iv. Players Pass 18 holes with cart	\$30.00
v. Players Pass Guest, 18 holes	\$25.00
vi. Punch Pass, 10-rounds of 9 holes	\$100.00 (\$75.00 for Lake Park employees with proper ID.)
J. Driving Range:	
i. Range balls, small bucket	\$3.50
ii. Range balls, large bucket	\$6.00
iii. Players Pass small bucket	\$2.50

iv. Players Pass large bucket	\$5.00
v. 10-token driving range pass	\$35.00 (\$25.00 for Lake Park employees with proper ID.)
vi. Annual driving range pass	\$250.00
L. Tournaments:	
i. Monday-Thursday includes cart and merchandise	\$42.00
ii. Friday-Sunday includes cart and merchandise	\$47.00
M. Temporary Fee Discounts	The Parks and Recreation Director shall

PROPOSED FEE

\$16.00

\$7.00

\$3.00

\$15.00

\$32.00

\$14.00

\$5.00

\$25.00

\$8.00

\$15.00

\$10.00

\$20.00

\$23.00

\$46.00

\$32.00

\$249.95

\$12.00

\$12.00

\$35.00

\$35.00

\$110.00

(\$85.00 for Lake Park employees with proper ID.)

\$4.00

\$7.00

\$2.50

\$5.00
\$35.00 (\$25.00 for Lake Park employees with proper ID.)
\$350.00
\$50.00
\$60.00

Director is authorized to implement
I notify the City Manager of any

WHEN VALID

Anytime

Anytime

Anytime

Anytime

Anytime

Anytime

Anytime

Anytime

Monday-Friday anytime, weekends and holidays after 1:00 pm. (7-17 years old).

Monday-Friday anytime, weekends and holidays after 1:00 pm. (7-17 years old).

Monday-Friday anytime, weekends and holidays after 1:00 pm. (60 and older).

Monday-Friday anytime, weekends and holidays after 1:00 pm. (60 and older).

Monday-Friday anytime before 8:00 am, during daylight savings only.

Monday-Friday anytime before 8:00 am, during daylight savings only.

Anytime after 3:00 pm, 7-days a week during daylight savings only.

Monday-Friday anytime, weekends and holidays after 1:00 pm.

Monday-Friday anytime, weekends and holidays after 1:00 pm.

Monday-Friday anytime, weekends and holidays after 1:00 pm.

Weekends and Holidays before 1:00 pm

Anytime

Monday-Friday anytime, excluding holidays.

Anytime

Anytime

Anytime

Anytime
Anytime
Anytime
Monday-Thursday anytime
Friday-Sunday anytime

ent temporary fee discounts to stimulate play and increase revenues. The Parks and
y such discounts following the implementation or approval of any said discounts.

ITEM #: _____

FISCAL IMPACT: None

FUNDING SOURCE: None

ISSUE:

Authorize the West Valley City Police Department to enter into a Memorandum of Understanding (MOU) with South Valley Services to End Family Violence (SVS) and Utah Domestic Violence Coalition (UDVC) as partners administering the Lethality Assessment Program – Maryland Model (LAP).

SYNOPSIS:

The West Valley City Police Department was approached by the South Valley Services to End Family Violence and Utah Domestic Violence Coalition to participate in the Lethality Assessment Program – Maryland Model. This program is used to determine potential physical threat and danger to victims of domestic violence. West Valley City Police Department has accepted the offer to participate in this program, further enhancing our services to victims of domestic violence and abuse.

BACKGROUND:

The West Valley City Police Department is a leader within the state of Utah and nationally for services provided to victims of sexual abuse and domestic violence. In effort to provide the best service and resources available to victims of abuse, the West Valley City Police Department has agreed to participate in the Lethality Assessment Program – Maryland Model in partnership with South Valley Services to End Family Violence and the Utah Domestic Violence Coalition. Through partnership with SVS and UDVS, the Police Department will complete a screening process with victims of domestic abuse, further assisting domestic violence victims by connecting crisis workers and victim services to those deemed “high risk” of future physical assault. Services offered through the lethality assessment include contact with crisis workers, emergency shelter, counseling, and additional resources provided to victims of domestic abuse.

RECOMMENDATION:

Approve and sign the Memorandum of Understanding between the West Valley City Police Department, South Valley Services to End Family Violence, and Utah Domestic Violence Coalition.

SUBMITTED BY:

Blair Barfuss, Lieutenant

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN WEST VALLEY CITY, SOUTH VALLEY SERVICES AND UTAH DOMESTIC VIOLENCE COALITION, AS PARTNERS ADMINISTERING THE LETHALITY ASSESSMENT PROGRAM – MARYLAND MODEL (LAP).

WHEREAS, the West Valley City Police Department is a leader within the state and nationally for services provided to victims of sexual abuse and domestic violence; and

WHEREAS, in an effort to provide the best service and resources available to victims of abuse, the West Valley City Police Department has agreed to participate in the Lethality Assessment Program – Maryland Model, in partnership with South Valley Services to End Family Violence (SVS) and the Utah Domestic Violence Coalition (UDVC); and

WHEREAS, through partnership with SVS and UDVC, the Police Department will complete a screening process with victims of domestic abuse, connecting crisis workers and victim services to those deemed “high risk” of future physical assault. Services offered through the lethality assessment include contact with crisis workers, emergency shelter, counseling and additional resources for victims of domestic abuse; and

WHEREAS, a Memorandum of Understanding (hereinafter “the Agreement”) has been prepared for execution by and between the City, SVS and UDVC; a copy of which is attached hereto, which 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 approve the Agreement; and

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

PASSED, APPROVED, AND MADE EFFECTIVE this _____ day of _____
_____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

MEMORANDUM OF UNDERSTANDING

Effective: September 1, 2015

WHEREAS, West Valley City Police Department, South Valley Services, and Utah Domestic Violence Coalition have come together to implement the Lethality Assessment Program – Maryland Model; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided;

I. Description of Partner Agencies

1. West Valley City Police Department (WVCPD) is a law enforcement agency in Salt Lake County. The agency responds to calls for service relating to domestic violence in the agency's service area.
2. South Valley Services to End Family Violence (SVS) is a resource center, shelter, and advocacy program in West Jordan City that serves Salt Lake County by providing direct services to those affected by domestic violence. SVS has a 24-hour crisis hotline, shelter space, counseling and case management, and support groups available at no cost to those who have experienced domestic violence as a victim or a witness to violence.
3. Utah Domestic Violence Coalition (UDVC) is the federally recognized statewide domestic violence coalition. UDVC provides technical assistance and training to domestic violence programs in Utah.

II. Development of Partnership

The West Valley City Police Department and SVS applied to the Maryland Network Against Domestic Violence for cost-free training and technical assistance to help implement the Lethality Assessment Program – Maryland Model. After the application was approved, UDVC joined the partnership to provide administrative assistance.

III. Roles and Responsibilities

A. Role Definitions

1. Regional LAP Coordinator refers to Jennifer Campbell, Executive Director of South Valley Services to End Family Violence (SVS).

2. SVS LAP Coordinator refers to Viridiana Zendejas, Programs Director of South Valley Services to End Family Violence (SVS).
3. WVPD LAP Coordinator refers to Justin Wyckoff, Sergeant of West Valley City Police Department.
4. UDVC LAP Coordinator refers to Maggie Bale, LAP Coordinator of Utah Domestic Violence Coalition.

B. Training

1. The West Valley City Police Department agency will fully train its patrol staff and those who investigate domestic violence cases and will implement the LAP on the following timeline:
 - a. WVPD to complete training for patrol officers by January 1, 2016, and to implement no later than January 1, 2016.
2. WVPD law enforcement agency may not implement the LAP prior to confirming that SVS is ready to implement the LAP.
3. SVS will fully train hotline staff and volunteers by August 12, 2015, and will implement the LAP no later than September 1, 2015.

C. Re-Training

1. The West Valley City Police Department will ensure the LAP is integrated into its new hire Training Academy curriculum no later than January 1, 2015.
2. West Valley City Police Department will train its officers who haven't been previously trained in the LAP prior to the conclusion of the soonest possible Training Academy session.
3. West Valley City Police Department will train all new patrol officers on the LAP protocol within four weeks of the new officers' start dates.
4. West Valley City Police Department will re-train patrol officers over a series of 30-minute in-service line up training sessions as needed. Specifically, West Valley City Police Department will re-train at least once every 24 months, and reevaluate training needs if it is determined by the LAP Partnership that performance needs to be improved.
5. SVS will train all new hotline staff on the LAP protocol within the first week of the advocates' or volunteers' start date, and prior to them being able to answer hotline calls on their own.

6. SVS will re-train hotline staff at least once a year, and as needed. Specifically, SVS will re-train hotline staff and volunteers if it is determined by the LAP Partnership that performance needs to be improved.

D. Regular Meetings

1. Each partner agency will determine agency representatives, who will attend monthly LAP Partnership meetings.
2. The LAP Partnership meetings will take place at a mutually agreed upon location, at 10:00 am on the first Wednesday of each month for the first quarter and 10:00 a.m. on the first Wednesday every quarter after that.
3. At the LAP Partnership meetings, the Regional LAP Coordinator will lead the agency representatives in discussing recent data and statistics, agency participation and performance, and how to better serve High-Danger victims.
4. The Regional LAP Coordinator will distribute all updates, information, and materials that UDVC issues.
5. The SVS LAP Coordinator will send out agendas and minutes to the LAP Partnership partners.
6. If the current Regional LAP Coordinator, Jennifer Campbell from SVS, cannot serve as Regional LAP Coordinator any longer, a new Regional LAP Coordinator will be chosen at a LAP Partnership meeting.

E. Data Collection

1. West Valley City Police Department will email all Lethality Screens within 24 hours after completion to the agency representative at SVS.
2. The “Data Collection Instructions” provided by UDVC are hereby incorporated.
3. West Valley City Police Department and SVS will collect and submit the required data to the SVS LAP Coordinator on a monthly basis.
4. The SVS LAP Coordinator will submit the data to UDVC on a monthly basis.
5. The UDVC LAP Coordinator will compile and distribute a site report to the Partnership on an annual basis, including the previous year’s LAP data.

IV. Commitment to Partnership

West Valley City Police Department has signed a Letter of Commitment (Attachment C of the MNADV application for assistance), incorporated herein, thereby committing to faithfully follow all essential elements of the LAP – Maryland Model for at least 12 months.

SVS has signed a Letter of Commitment, incorporated herein, thereby committing to faithfully follow all essential elements of the LAP – Maryland Model for at least 12 months.

We, the undersigned, have read and agree with this MOU. Further, we have fully reviewed all materials provided by MNADV and have a full understanding of the LAP requirements, and agree to implement the LAP faithfully.

Mayor – Ron C. Bigelow
West Valley City

ATTEST:

City Recorder

Executive Director, Jennifer Campbell
South Valley Services to End Family Violence

Executive Director, Jenn Oxborrow
Utah Domestic Violence Coalition

Item: _____

Fiscal Impact: \$345,520.00

Funding Source: Lease Proceeds

Account #: _____

Budget Opening Required:

ISSUE:

A resolution of the governing body of West Valley City, Utah, authorizing the execution and delivery of a Lease-Purchase Agreement Schedule, with US BANCORP Government Leasing and Finance and related documents with respect to a lease for the purchase of replacement Police and Fire radio equipment authorizing the executing and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

SYNOPSIS:

Lease Agreement for the purchase of replacement Police and Fire radio equipment with US BANCORP Government Leasing and Finance.

BACKGROUND:

The City has a need to replace a significant amount of Police and Fire radio communications equipment. Hand held portable radios and mobile radios will be purchased from Motorola Solutions Inc. Vendor and equipment are on the Utah State Purchasing Contract #AR-1884. Favorable terms have been negotiated with US BANCORP Government Leasing and Finance, to initiate a lease purchase transaction. Terms of the lease will expire in advance of the 15 year useful life of the assets acquired. The City has obtained a rate of 2.150% for 7 years.

Payments for this equipment will be 28 quarterly payments in advance at \$12,340.00 starting February 11, 2016, totaling \$345,520.00. Principal will be \$320,000.00 and interest costs will be \$25,520.00.

RECOMMENDATION:

Approval of this engagement agreement

SUBMITTED BY:

Jim Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO PROPERTY SCHEDULE NO. 4 OF THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH US BANCORP GOVERNMENT LEASING AND FINANCING, INC., WITH RESPECT TO A LEASE FOR THE PURCHASE AND REPLACEMENT OF POLICE AND FIRE RADIO EQUIPMENT.

WHEREAS, the City desires to purchase radio equipment for the Police and Fire Departments (herein "Equipment"); and

WHEREAS, favorable terms have been negotiated with US BANCORP Government Leasing and Finance, Inc. (herein "BANCORP") to initiate a lease purchase transaction; and

WHEREAS, the City previously entered in a Master Lease Agreement with Bancorp; and

WHEREAS, an Agreement has been prepared for execution by and between the City and BANCORP, entitled, "Property Schedule No. 4", which sets forth the rights, duties, and obligations of each of the parties thereto; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of West Valley City, Utah, that the Agreement entitled, "Property Schedule No. 4" for the purchase of Police and Fire radios is hereby approved and the Mayor is hereby authorized to execute said Agreement and all other documents necessary to complete said transaction for and on behalf of West Valley City, subject to approval of the final form of the document by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



All of **us** serving you®

Government Leasing and Finance

West Valley City, UT
Attn: Jim Welch

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Customer:	West Valley City, UT						
Lessor:	U.S. Bancorp Government Leasing and Finance, Inc.						
PROPERTY:	Emergency Response Radios						
EXPIRATION:	March 25, 2016						
LEASE QUOTE:	Amount	Rate	Payments	Factor	Pmts / Year	Term	Adv. / Arr.
	320,000.00	2.15%	12,340.00	0.0385625	4	84 Months	Arrears

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank, N.A. escrow account should one be required.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,
Thomas E. Seybold

Thomas E. Seybold
Vice President

ACCEPTANCE:

By accepting this Proposal, Lessee acknowledges that **this Proposal does not represent a commitment to provide financing** but only outlines general terms and conditions of the USBGLF's financing program currently available to qualified lessees.

ACCEPTED BY:

Name / Title

dated: _____

Government Leasing and Finance

Payment Table
(Assumes funding 02/28/2016)

	Totals	345,520.00	320,000.00	25,520.00	
*Prepayment balance equals 103% of principal outstanding after payment due.					
Pay #	Date	Payment	Principal	Interest	*Prepayment Balance
1	28-May-2016	12,340.00	10,621.41	1,718.59	318,659.95
2	28-Aug-2016	12,340.00	10,678.45	1,661.55	307,661.15
3	28-Nov-2016	12,340.00	10,735.80	1,604.20	296,603.27
4	28-Feb-2017	12,340.00	10,793.46	1,546.54	285,486.01
5	28-May-2017	12,340.00	10,851.43	1,488.57	274,309.04
6	28-Aug-2017	12,340.00	10,909.70	1,430.30	263,072.04
7	28-Nov-2017	12,340.00	10,968.30	1,371.70	251,774.70
8	28-Feb-2018	12,340.00	11,027.20	1,312.80	240,416.68
9	28-May-2018	12,340.00	11,086.43	1,253.57	228,997.66
10	28-Aug-2018	12,340.00	11,145.97	1,194.03	217,517.32
11	28-Nov-2018	12,340.00	11,205.83	1,134.17	205,975.32
12	28-Feb-2019	12,340.00	11,266.01	1,073.99	194,371.33
13	28-May-2019	12,340.00	11,326.51	1,013.49	182,705.02
14	28-Aug-2019	12,340.00	11,387.34	952.66	170,976.05
15	28-Nov-2019	12,340.00	11,448.50	891.50	159,184.10
16	28-Feb-2020	12,340.00	11,509.99	830.01	147,328.81
17	28-May-2020	12,340.00	11,571.80	768.20	135,409.86
18	28-Aug-2020	12,340.00	11,633.95	706.05	123,426.89
19	28-Nov-2020	12,340.00	11,696.43	643.57	111,379.57
20	28-Feb-2021	12,340.00	11,759.25	580.75	99,267.54
21	28-May-2021	12,340.00	11,822.40	517.60	87,090.47
22	28-Aug-2021	12,340.00	11,885.90	454.10	74,847.99
23	28-Nov-2021	12,340.00	11,949.73	390.27	62,539.77
24	28-Feb-2022	12,340.00	12,013.91	326.09	50,165.45
25	28-May-2022	12,340.00	12,078.43	261.57	37,724.67
26	28-Aug-2022	12,340.00	12,143.30	196.70	25,217.07
27	28-Nov-2022	12,340.00	12,208.51	131.49	12,642.30
28	28-Feb-2023	12,340.00	12,274.08	65.92	0.00

Item: _____

Fiscal Impact: \$320,000.00

Funding Source: Lease Proceeds

Account #: _____

Budget Opening Required:

ISSUE:

Purchase of Police and Fire Radio Communication Equipment from Motorola Solutions, Inc.

SYNOPSIS:

Purchase of replacement of Police and Fire radio equipment financed through a lease-purchase with US BANCORP Government Leasing and Finance.

BACKGROUND:

The City has a need to replace a significant amount of Police and Fire radio communications equipment. Hand held portable radios and mobile radios will be purchased from Motorola Solutions, Inc. Vendor and equipment are on the Utah State Purchasing Contract #AR-1884. Favorable terms have been negotiated with US BANCORP Government Leasing and Finance, to initiate a lease purchase transaction. Terms of the lease will expire in advance of the 15 year useful life of the assets acquired. The City has obtained a rate of 2.15% for 7 years.

Payments for this equipment will be 28 quarterly payments in advance at \$12,340.00 starting February 11, 2016 totaling \$345,520.00. Principal will be \$320,000.00 and interest costs will be \$25,520.00.

RECOMMENDATION:

Approval of resolution

SUBMITTED BY:

Jim Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO PURCHASE RADIO COMMUNICATIONS EQUIPMENT FROM MOTOROLA SOLUTIONS, INC. FOR USE BY THE POLICE AND FIRE DEPARTMENTS.

WHEREAS, the City desires to replace a significant amount of radio communications equipment (the "Equipment") for use by the Police and Fire Departments; and

WHEREAS, Motorola Solutions, Inc. (herein "Motorola") has been awarded the State Contract to supply said Equipment; and

WHEREAS, the prices awarded to Motorola are within price parameters and meet 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 authorize the purchase of the Equipment; and

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

1. The City is hereby authorized to purchase the Equipment in an amount not to exceed \$320,000.00 from Motorola.
2. The Mayor and the City Manager are hereby authorized to execute, for and on behalf of West Valley City, any documents necessary to complete said purchases.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

15-Jan-16

MotorolaSolutions Bundled APX6000-3.5
Portable P-25 9600 Digital / NO Encryption / FIRE
GREEN

ITEM	QTY	DESCRIPTION	UNIT	COST
APX6000-3.5 SINGLE BAND DIGITAL				
1	1	H98UCH9PW7AN	APX6000 700/800 MODEL 3.5 PORTABLE	\$1,724.45
1A	1	QA01749AB	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	\$0.00
1B	1	Q806BM	ADD: ASTRO. DIGITAL CAI OPERATION	\$345.05
1C	1	H38BT	ADD: SMARTZONE OPERATION	\$492.00
1D	1	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$201.00
1E	1	HA00022AB	ENH: Sfs COMPREHENSIVE	\$228.00
1F	1	QA01837AA	ALT: LIION IMPRES IP67 3100MAH (NNTN7038)	\$75.00
1G	1	QA00782AC	ENH: GPS ACTIVATION	\$112.50
1H	1	HI22BR	ALT: 1/4- WAVE 7/800 GPS STUBBY (NAR6595A)	\$18.00
1I	1	WPLN7080	CHARGER, IMPRES RAPID RATE, 110V US PLUG	\$83.75
APX6000-3.5 700/800 DIGITAL PORTABLE TOTAL				\$3,279.75

1	Q947BC	ADD: ASTRO 25 INTEGRATED VOICE & DATA	inc
1	QA00583AC	ADD: ADD MISSION CRITICAL WIRELESS BLUETOOTH	inc

Common APX6000 Accessories

1	QA01427AB	ALT: HIGH IMPACT GREEN HOUSING	\$18.75
1	QA01837AA	ALT: LIION IMPRES IP67 3100MAH (NNTN7038)	\$106.50
1	HMN4104B	RSM w/ DISPLAY & VOLUME	\$300.00
1	NTN2570	ASSEMBLY ACCESSORY WIRELESS COMPORT 12" CABL	

State contract # AR-1884

Delivery 3 weeks ARO

Shipment FOB Destination

Payment Terms NET 30 DAYS

Bill Aldous (801)-414-8987

Aircomm

Motorola Solutions Mfg. Rep.

bill.aldous@aircomm.com

\$3,705.00

15-Jan-16

MotorolaSolutions Bundled APX6000-3.5
Portable P-25 9600 Digital/DES-XL Encryption

ITEM	QTY	DESCRIPTION	UNIT	COST
APX6000-3.5 SINGLE BAND DIGITAL/ENCRYPTION				
1	1	H98UCH9PW7AN	APX6000 700/800 MODEL 3.5 PORTABLE	\$1,724.45
1A	1	QA01749AB	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	\$0.00
1B	1	Q806BM	ADD: ASTRO. DIGITAL CAI OPERATION	\$345.05
1C	1	H38BT	ADD: SMARTZONE OPERATION	\$492.00
1D	1	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$201.00

1E	1	HA00022AB	ENH: Sfs COMPREHENSIVE	\$228.00
1G	1	Q625AX	ENH: DES,DES-XL,DES-OFB ENCRYPTION	\$299.50
1H	1	QA01837AA	ALT: LIION IMPRES IP67 3100MAH (NNTN7038)	\$75.00
1I	1	QA00782AC	ENH: GPS ACTIVATION	\$112.50
1J	1	HI22BR	ALT: 1/4- WAVE 7/800 GPS STUBBY (NAR6595A)	\$18.00
1K	1	WPLN7080	CHARGER, IMPRES RAPID RATE, 110V US PLUG	\$83.75
APX6000-3.5 700/800 DIGITALPORTABLE TOTAL				\$3,579.25

1	Q947BC	ADD: ASTRO 25 INTEGRATED VOICE & DATA	inc
1	QA00583AC	ADD: ADD MISSION CRITICAL WIRELESS BLUETOOTH	inc

Common APX6000 Accessories

1	QA01837AA	LIION IMPRES IP67 3100MAH (NNTN7038)	\$106.50
1	RLN6554A	ACCESSORY KIT,APX WIRELESS REMOTE SPEAKER MIC	\$240.00
1	RLN6434A	VEHICULAR CHARGER	\$100.80
1	PMLN6716A	STD WIRELESS RMS TRAVEL CAR CHARGER	\$57.60
1	NTN2570	ASSEMBLY ACCESSORY WIRELESS COMPORT 12" CABL	\$236.00

State contract # AR-1884
Delivery 3 weeks ARO
Shipment FOB Destination
Payment Terms NET 30 DAYS

Bill Aldous (801)-414-8987
Aircomm
Motorola Solutions Mfg. Rep.
bill.aldous@aircomm.com

\$4,320.15

COST

\$1,724.45
\$0.00
\$345.05
\$492.00
\$201.00
\$228.00
\$75.00
\$112.50
\$18.00
\$83.75
\$3,279.75

\$18.75
\$106.50
\$300.00

\$3,705.00

D COST

\$1,724.45
\$0.00
\$345.05
\$492.00
\$201.00

\$228.00
\$299.50
\$75.00
\$112.50
\$18.00
\$83.75
\$3,579.25

\$106.50
\$240.00
\$100.80
\$57.60
\$236.00

\$4,320.15

Item #:	_____
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution re-appointing Wayne Pyle to the Audit Review Committee.

SYNOPSIS:

This resolution re-appoints Wayne Pyle as member of the Audit Review Committee for a term commencing February 9, 2016 to December 31, 2018.

BACKGROUND:

The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Wayne Pyle be re-appointed as a member of this Committee. Mr. Pyle is willing to accept this appointment for the term commencing February 9, 2016 and ending December 31, 2018.

RECOMMENDATION:

Approval of this Resolution.

SUBMITTED BY:

James D. Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. 16-25

**A RESOLUTION RATIFYING THE RE-APPOINTMENT
OF WAYNE PYLE AS A MEMBER OF THE WEST
VALLEY CITY AUDIT REVIEW COMMITTEE.**

WHEREAS, the West Valley City Audit Review Committee consists of members appointed for terms by the City Manager; and

WHEREAS, the Audit Review Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Wayne Pyle be re-appointed as a member of this Committee, for a term commencing February 9, 2016 and ending December 31, 2018; and

WHEREAS, Wayne Pyle is willing to accept said appointment; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the re-appointment of Wayne Pyle as a member of the West Valley City Audit Review Committee.

PASSED, APPROVED and MADE EFFECTIVE this 9th day of February, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	_____
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution re-appointing Cindy Adams to the Audit Review Committee.

SYNOPSIS:

This resolution re-appoints Cindy Adams as member of the Audit Review Committee for a term commencing February 9, 2016 to December 31, 2018.

BACKGROUND:

The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Cindy Adams be re-appointed as a member of this Committee. Ms. Adams is willing to accept this appointment for the term commencing February 9, 2016 and ending December 31, 2018.

RECOMMENDATION:

Approval of this Resolution.

SUBMITTED BY:

James D. Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. 16-26

**A RESOLUTION RATIFYING THE CITY MANAGER'S
RE-APPOINTMENT OF CINDY ADAMS AS A MEMBER
OF THE WEST VALLEY CITY AUDIT REVIEW
COMMITTEE.**

WHEREAS, the West Valley City Audit Review Committee consists of members appointed for terms by the City Manager; and

WHEREAS, the City Manager desires to re-appoint Cindy Adams for a term commencing February 9, 2016 and ending December 31, 2018; and

WHEREAS, Cindy Adams is willing to accept said appointment; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's re-appointment of Cindy Adams as a member of the West Valley City Audit Review Committee.

PASSED, APPROVED and MADE EFFECTIVE this 9th day of February, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	_____
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution re-appointing Dean Lundell to the Audit Review Committee.

SYNOPSIS:

This resolution re-appoints Dean Lundell as member of the Audit Review Committee for a term commencing February 9, 2016 to December 31, 2018.

BACKGROUND:

The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Dean Lundell be re-appointed as a member of this Committee. Mr. Lundell is willing to accept this appointment for the term commencing February 9, 2016 and ending December 31, 2018.

RECOMMENDATION:

Approval of this Resolution.

SUBMITTED BY:

James D. Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. 16-27

**A RESOLUTION RATIFYING THE CITY MANAGER'S
RE-APPOINTMENT OF DEAN LUNDELL AS A MEMBER
OF THE WEST VALLEY CITY AUDIT REVIEW
COMMITTEE.**

WHEREAS, the West Valley City Audit Review Committee consists of members appointed for terms by the City Manager; and

WHEREAS, the City Manager desires to re-appoint Dean Lundell for a term commencing February 9, 2016 and ending December 31, 2018; and

WHEREAS, Dean Lundell is willing to accept said appointment; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's re-appointment of Dean Lundell as a member of the West Valley City Audit Review Committee.

PASSED, APPROVED and MADE EFFECTIVE this 9th day of February, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	_____
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution appointing Lars Nordfelt to the Audit Review Committee.

SYNOPSIS:

This resolution appoints Lars Nordfelt as member of the Audit Review Committee for a term commencing February 9, 2016 and ending December 31, 2018.

BACKGROUND:

The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Lars Nordfelt be appointed as a member of this Committee to serve the unexpired term of former Councilman Corey Rushton. Mr. Nordfelt is willing to accept this appointment for the term commencing February 9, 2016 and ending December 31, 2018.

RECOMMENDATION:

Approval of this Resolution.

SUBMITTED BY:

James D. Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. 16-28

**A RESOLUTION RATIFYING THE CITY MANAGER'S
APPOINTMENT OF LARS NORDFELT AS A MEMBER
OF THE WEST VALLEY CITY AUDIT REVIEW
COMMITTEE.**

WHEREAS, the West Valley City Audit Review Committee consists of members appointed for terms by the City Manager; and

WHEREAS, the City Manager desires to appoint Lars Nordfelt for a term commencing February 9, 2016 and ending December 31, 2018; and

WHEREAS, Lars Nordfelt is willing to accept said appointment; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Lars Nordfelt as a member of the West Valley City Audit Review Committee.

PASSED, APPROVED and MADE EFFECTIVE this 9th day of February, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	_____
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution appointing Lars Nordfelt as the Chairman of the Audit Review Committee.

SYNOPSIS:

This resolution appoints Lars Nordfelt as the Chairman of the Audit Review Committee for a term commencing February 9, 2016 to June 30, 2017.

BACKGROUND:

The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Lars Nordfelt be appointed as Chairman of this Committee. Mr. Nordfelt is willing to accept this appointment for the term commencing February 9, 2016 and ending June 30, 2017.

RECOMMENDATION:

Approval of this Resolution.

SUBMITTED BY:

James D. Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. 16-29

**A RESOLUTION RATIFYING THE CITY MANAGER'S
APPOINTMENT OF LARS NORDFELT AS THE
CHAIRMAN OF THE WEST VALLEY CITY AUDIT
REVIEW COMMITTEE.**

WHEREAS, the West Valley City Audit Review Committee consists of members appointed for terms by the City Manager; and

WHEREAS, the City Manager desires to appoint Lars Nordfelt as the Chairman for a term commencing February 9, 2016 and ending June 30, 2017; and

WHEREAS, Lars Nordfelt is willing to accept said appointment; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Lars Nordfelt as the Chairman of the West Valley City Audit Review Committee.

PASSED, APPROVED and MADE EFFECTIVE this 9th day of February, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	<u>\$353.73 (6.77% of actual cost)</u>
Funding Source:	<u>HSIP Funds/Class C Roads</u>
Account #:	<u>11-7582-40750-75194-0000</u>
Budget Opening Required:	<u>No</u>

ISSUE:

Authorization, acceptance and execution of a Right-of-way Contract, and acceptance of a Warranty Deed and a Temporary Construction Easement.

SYNOPSIS:

Kenny K. Lam has signed a signed a Right-of-way Contract, Warranty Deed and a Temporary Construction Easement for property located at 3910 West 4100 South (15-32-354-038).

BACKGROUND:

The Kenny K. Lam parcel located at 3910 West 4100 South is one of the properties affected by the 4100 South; 4000 West, 2700 West and 1300 West Signal Improvements Project. This project will widen intersection and improve signals on 4100 South at 4000 West, 2700 West and 1300 West. The acquisition from Kenny K. Lam includes 81 square feet of right-of-way. Compensation for the purchase of the Warranty Deed, Temporary Construction Easements and improvements is \$5,225.00 based upon the compensation estimate prepared by the DH Group, LLC.

The project is being funded under the Highway Safety Improvement Program (HSIP) with federal funds. Under a previously executed federal aid agreement, West Valley City is responsible for 6.77% of all project costs, including right of way. With the total value of the easement for this acquisition being \$5,225.00, the West Valley City share of these easements will be \$353.73.

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement and authorize Mayor to execute Right-of-way Contract. Authorize City Recorder to record Warranty Deed and Temporary Construction Easement.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT-OF-WAY CONTRACT WITH KENNY K. LAM, AND TO ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT FOR PROPERTY LOCATED AT 3910 WEST AND 4100 SOUTH (15-32-354-038)

WHEREAS, Kenny K. Lam, (hereinafter “Lam”) has entered into a right of way contract for property located at 3910 West 4100 South (15-32-354-038) (hereinafter the “Property”) that is affected by the 4100 South; 4000 West, 2700 West and 1300 West Signal Improvements Project; and

WHEREAS, Lam has also signed a warranty deed and a temporary construction easement, as required for the road improvement 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 right-of-way contract with Lam, and to accept the warranty deed, and temporary construction easement;

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

1. That the above-referenced document entitled “West Valley City Right-of-Way Contract” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, 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 warranty deed and temporary construction easement for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



West Valley City, a municipal corporation

Right of Way Contract

Fee Simple Acquisition - Strip Take

Project No: F-LC35(248) Parcel No.(s): 106:C, 106:E
Job/Proj / Auth No: 54335 Pin No: 12225
Project Location: 4100 S; 4000 W, 2700 W & 1300 W Signal Improvements
County of Property: SALT LAKE Tax ID / Sidwell No: 15-32-354-038
Property Address: 3910 West 4100 South, WEST VALLEY CITY, UT, 84120
Owner's Address: 2534 South Scenic Drive, SALT LAKE CITY, UT 84109
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor: Kenny K. Lam

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows: The Grantor hereby agrees to convey and sell by Warranty Deed, Temporary Easement a parcel(s) of land known as parcel number(s) 106:C, 106:E for transportation purposes. This contract is to be returned to: Steven J Dale, Right of Way Agent c/o West Valley City, a municipal corporation, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement.
Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the 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, project caused statutory relocations, and other related transportation uses.
7. The Grantor is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantors waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantors may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants West Valley City, a municipal corporation, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Total Selling Price \$5,225.00

West Valley City, a municipal corporation

Right of Way Contract

Fee Simple Acquisition - Strip Take

Project No: F-LC35(248) Parcel No.(s): 106:C, 106:E
 Job/Proj / Auth No: 54335 Pin No: 12225
 Project Location: 4100 S; 4000 W, 2700 W & 1300 W Signal Improvements
 County of Property: SALT LAKE Tax ID / Sidwell No: 15-32-354-038
 Property Address: 3910 West 4100 South WEST VALLEY CITY, UT, 84119
 Owner's Address: 2534 South Scenic Drive, SALT LAKE CITY, UT 84109
 Primary Phone: Owner's Home Phone: Owner's Work Phone:
 Owner / Grantor: Kenny K Lam

Grantor's Initials

_____ Grantor understands this agreement is an option until approved by the West Valley City Council.

_____ Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

_____ This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

_____	Percent
✓	100%

GRANTOR:	Date
 _____ Kenny K. Lam	1-25-16

Right of Way Agents	GRANTEE:	Date
	 _____ Steven J. Dale/Acquisition Agent	12/22/15
	_____ Michael C. Timothy/Team Leader	_____
	_____ Approved by Mayor Ron Bigelow	_____
	_____ Attest: City Recorder	_____

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

Warranty Deed (Individual)

Salt Lake County	Tax ID No.	15-32-354-038
	PIN No.	12225
	Project No.	F-LC35(248)
	Parcel No.	LC35:106:C

Kenny K. Lam, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to West Valley City, a municipal corporation of the State of Utah, at 3600 Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee incident to the construction of signal upgrades at the intersection of 4100 South Street and 4000 West Street known as Project No. F-LC35(248), being part of an entire tract of property situate in the SW1/4SW1/4 of Section 32, T.1S., R.1W., S.L.B. & M., Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said entire tract and a point in the existing northerly right of way line of 4100 South Street, said point is 512.47 feet (512.50 feet by record) East and 53.00 feet North (N.00°02'31"W. by record) from the Southwest Corner of said Section 32, said point is also 53.00 feet perpendicularly distant northerly from the 4100 South Street Control Line opposite approximate engineer station 119+12.47; and running thence North 2.50 feet along the westerly boundary line of said entire tract to a point 55.50 feet perpendicularly distant northerly from said control line opposite engineer station 119+12.47; thence S.87°47'49"E. 65.04 feet to the southeast corner of said entire tract and a point in said existing northerly right of way line; thence West 65.00 feet along said existing northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the West Valley City. The above described parcel of land contains 81 square feet in area or 0.002 acre, more or less.

(Note: Rotate all bearings in the above description 00°08'27" clockwise to obtain highway bearings.)

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

Easement (Individual)

Salt Lake County	Tax ID No.	15-32-354-038
	PIN No.	12225
	Project No.	F-LC35(248)
	Parcel No.	LC35:106:EC

Kenny K. Lam, Grantor,
of Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND
CONVEYS to West Valley City, a municipal corporation of the State of Utah, at 3600
Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of
TEN (\$10.00), Dollars, and other good and valuable considerations, the following described
easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the SW1/4SW1/4 of Section 32, T.1S.,
R.1W., S.L.B. & M., in Salt Lake County, Utah, to facilitate the construction of driveway and roadway
improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the
intersection improvements of 4100 South Street and 4000 West Street related to Project
No. F-LC35(248). 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 years,
whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at
any time in a manner which does not interfere with construction activities. The boundaries of said easement
are described as follows:

Beginning at a point in the westerly boundary line of said entire tract, said point is 512.47 feet (512.50 feet
by record) East and 55.50 feet North (N.00°02'31"W. by record) from the Southwest Corner of said Section
32, said point is also 55.50 feet perpendicularly distant northerly from the 4100 South Street Control Line
opposite approximate engineer station 119+12.47; and running thence North 15.50 feet along the westerly
boundary line of said entire tract; thence S.87°21'25"E. 65.06 feet to the easterly boundary line of said

PAGE 2

PIN No.	12225
Project No.	F-LC35(248)
Parcel No.	LC35:106:EC

entire tract; thence S.00°00'16"E. (South by record) 15.00 feet to the southeast corner of said entire tract; thence N.87°47'49"W. 65.04 feet to the point of beginning. The above described easement contains 991 square feet in area or 0.023 acre, more or less.

(Note: Rotate all bearings in the above description 00°08'27" clockwise to obtain highway bearings.)

After said construction of driveway and roadway improvements, side treatments and appurtenant parts thereof, and blending slopes are constructed at the expense of the West Valley City, said West Valley City is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue driveway and roadway improvements, side treatments, and appurtenant parts thereof, and blending slopes.

PIN No. 12225
Project No. F-LC35(248)
Parcel No. LC35:106:EC

WITNESS, the hand of said Grantor, this 25TH day of JANUARY, A.D. 20 16.

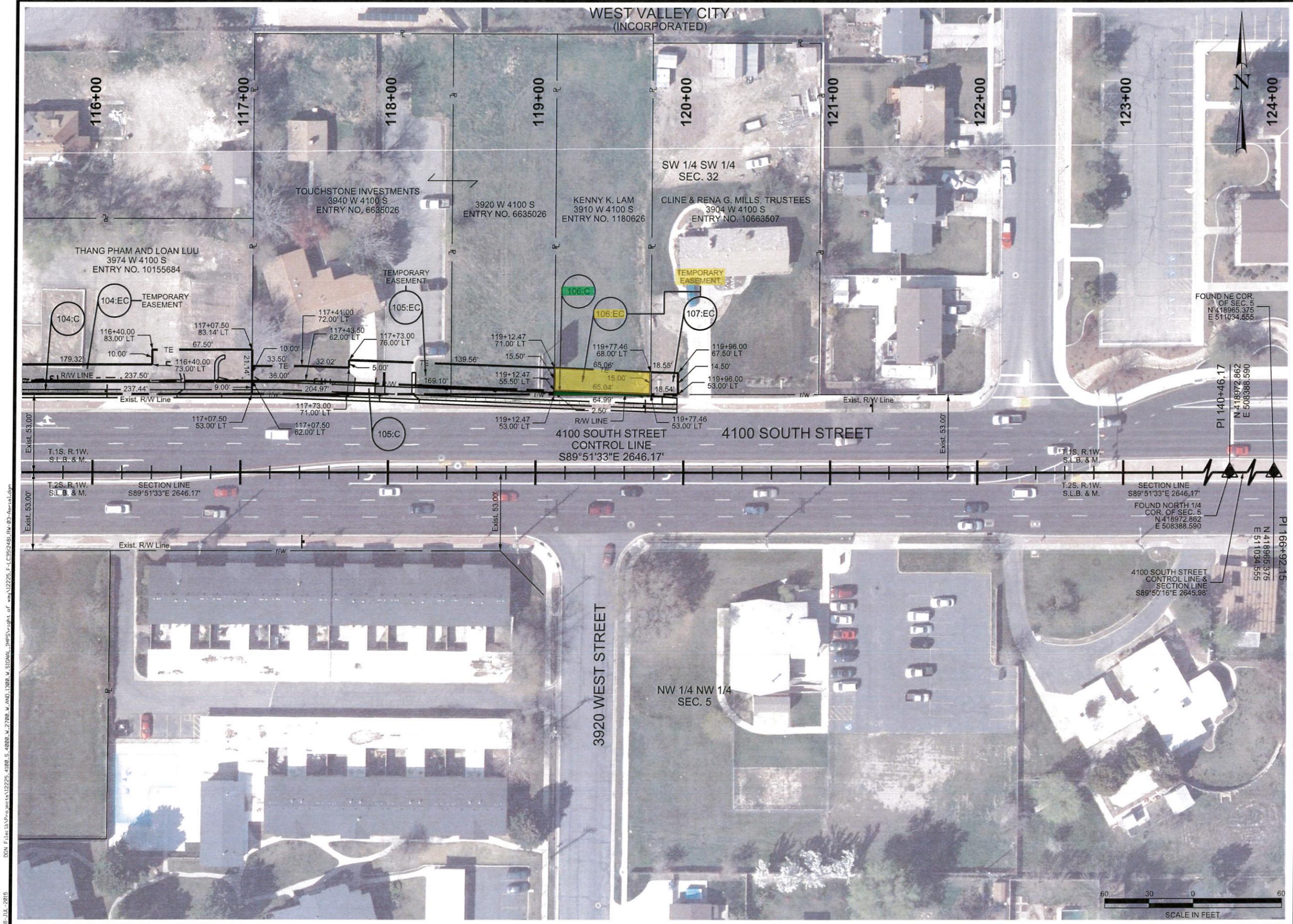
Kenny K. Lam
Kenny K. Lam

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the date first above written personally appeared before me, Kenny K. Lam, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.



Steven J. Dale
Notary Public



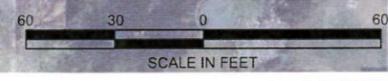
28-JUL-2015 10:11:11 AM I:\Projects\12225_4100 S 4100 S AND 1300 W SIGNAL IMPROVEMENTS\F-LC35(248)_RW-03_Aerial.dgn

WEST VALLEY CITY
(INCORPORATED)

PROJECT		4100 S; 4000 W 2700 W & 1300 W SIGNAL IMPS	
PROJECT NUMBER		F-LC35(248)	
SHEET NO.		RW-03	
COUNTY		SALT LAKE	
SCALE		2F	
DATE		06/18/2015	
DRAWN BY		GKD	
CHECKED BY		QC	
APPROVED		PIN 12225	
PROFESSIONAL LAND SURVEYOR		DATE	
REVISIONS		NO. DATE APPROVED BY	
REMARKS		TUB	

UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - MERIDIAN ENGINEERING, INC.

RIGHT-OF-WAY PLAN



Item #:	
Fiscal Impact:	<u>\$299.57 (6.77% of actual cost)</u>
Funding Source:	<u>HSIP Funds/Class C Roads</u>
Account #:	<u>11-7582-40750-75194-0000</u>
Budget Opening Required:	<u>No</u>

ISSUE:

Authorization, acceptance and execution of a Right-of-way Contract, and acceptance of a Warranty Deed.

SYNOPSIS:

Aploinar Gutierrez has signed a signed a Right-of-way Contract and a Warranty Deed for property located at 4107 South 2735 West (21-04-127-010).

BACKGROUND:

The Aploinar Gutierrez parcel located at 4107 South 2735 West is one of the properties affected by the 4100 South; 4000 West, 2700 West and 1300 West Signal Improvements Project. This project will widen intersection and improve signals on 4100 South at 4100 West, 2700 West and 1300 West. The acquisition from Aploinar Gutierrez includes 258 square feet of right-of-way. Compensation for the purchase of the Warranty Deed, Temporary Construction Easements and improvements is \$4,425.00 based upon the compensation estimate by the DH Group, LLC.

The project is being funded under the Highway Safety Improvement Program (HSIP) with federal funds. Under a previously executed federal aid agreement, West Valley City is responsible for 6.77% of all project costs, including right of way. With the total value of the easement for this acquisition being \$4,425.00, the West Valley City share of these easements will be \$299.57.

RECOMMENDATION:

Accept Warranty Deed and authorize Mayor to execute Right-of-way Contract. Authorize City Recorder to record Warranty Deed.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT-OF-WAY CONTRACT WITH APLOINAR GUTIERREZ AND TO ACCEPT A WARRANTY DEED FOR PROPERTY LOCATED AT 4107 SOUTH AND 2735 WEST (21-04-127-010)

WHEREAS, Aploinar Gutierrez (herein “Gutierrez”) has entered into a right of way contract for property located at 4107 South and 2735 West (21-04-127-010) (hereinafter the “Property”) that is affected by the 4100 South; 4000 West, 2700 West and 1300 West Signal Improvements Project; and

WHEREAS, Gutierrez has also signed a warranty deed, as required for the road improvement 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 right-of-way contract with Gutierrez, and to accept the warranty deed;

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

1. That the above-referenced document entitled “West Valley City Right-of-Way Contract” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, 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 warranty deed for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



West Valley City, a municipal corporation

Right of Way Contract

Fee Simple Acquisition - Strip Take

Project No: F-LC35(248)	Parcel No.: 109:C
Job/Proj / Auth No: 54335	Pin No: 12225
Project Location: 4100 S; 4000 W, 2700 W & 1300 W Signal Improvements	
County of Property: SALT LAKE	Tax ID / Sidwell No: 21-04-127-010
Property Address: 4107 South 2735 West, WEST VALLEY CITY, UT 84119	
Owner's Address: 4107 South 2735 West, WEST VALLEY CITY, UT 84119	
Primary Phone:	Owner's Home Phone: Owner's Work Phone:
Owner / Grantor: Aploinar Gutierrez	

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed a parcel(s) of land known as parcel number 109:C for transportation purposes. This contract is to be returned to: Steven J Dale, Right of Way Agent c/o West Valley City, a municipal

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the 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, project caused statutory relocations, and other related transportation uses.
7. The Grantor is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants West Valley City, a municipal corporation, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Total Selling Price \$4,425.00



West Valley City, a municipal corporation

Right of Way Contract

Fee Simple Acquisition - Strip Take

Project No: F-LC35(248)	Parcel No.: 109:C
Job/Proj / Auth No: 54335	Pin No: 12225
Project Location: 4100 S; 4000 W, 2700 W & 1300 W Signal Improvements	
County of Property: SALT LAKE	Tax ID / Sidwell No: 21-04-127-010
Property Address: 4107 South 2753 West, WEST VALLEY CITY, UT 84119	
Owner's Address: 4107 South 2735 West, WEST VALLEY CITY, UT 84119	
Primary Phone:	Owner's Home Phone:
	Owner's Work Phone:
Owner / Grantor: Aploinar Gutierrez	

Grantor's Initials

_____ Grantor understands this agreement is an option until approved by the West Valley City Council.

_____ Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

_____ This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

_____	Percent
✓	100%

GRANTOR:

Date



 Aploinar Gutierrez

1-21-2016

GRANTEE:

Date

Right of Way Agents



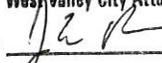
 Steven J. Dale/Acquisition Agent

01/21/16

Michael C. Timothy/Team Leader

Approved by Mayor Ron Bigelow

Attest: City Recorder

APPROVED AS TO FORM
 West Valley City Attorney's Office
 By: 
 Date: 12.29.15

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

Warranty Deed (Individual)

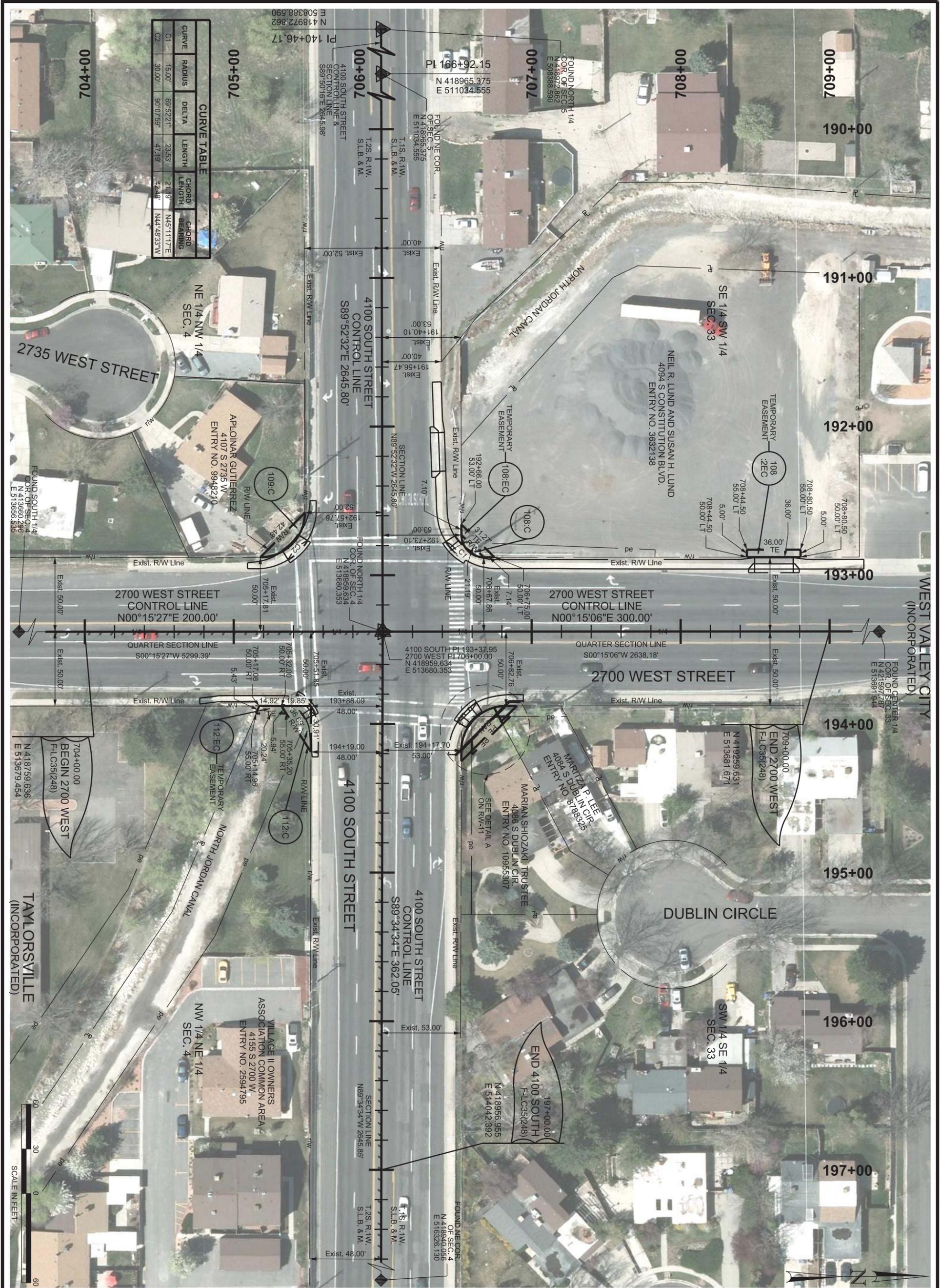
Salt Lake County	Tax ID No.	21-04-127-010
	PIN No.	12225
	Project No.	F-LC35(248)
	Parcel No.	LC35:109:C

Aploinar Gutierrez, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to West Valley City, a municipal corporation of the State of Utah, at 3600 Constitution Boulevard, West Valley, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee incident to the construction of signal upgrades at the intersection of 4100 South Street and 2700 West Street known as Project No. F-LC35(248), being part of an entire tract of property situate in Lot 81 of the Shorland No. 5, a subdivision recorded as Entry No. 2294221 in Book GG at Page 77 in the office of the Salt Lake County Recorder, a subdivision in the NE1/4NW1/4 of Section 4, T.2S., R.1W., S.L.B. & M., Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a northeast corner of said Lot 81 and a point in the existing southerly right of way line of 4100 South Street, said point is also 52.00 feet perpendicularly distant southerly from the 4100 South Street Control Line opposite approximate engineer station 192+57.76; thence southeasterly 47.19 feet along the arc of a 30.00-foot radius non-tangent curve to the right, (Note: Chord to said curve bears S.45°03'29"E. for a distance of 42.47 feet) to a point 50.00 feet perpendicularly distant westerly from the 2700 West Street Control Line opposite engineer station 705+17.81; thence N.45°03'29"W. 42.48 feet to the point of beginning as shown on the official map of said project on file in the office of West Valley City. The above described parcel of land contains 258 square feet in area or 0.006 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'56" clockwise to obtain highway bearings.)



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	15.00'	89°52'21"	23.53	21.19	N45°11'17"E
C2	30.00'	90°07'59"	47.19'	42.48'	N44°48'33"W

PROJECT	4100 S; 4000 W. 2700 W & 1300 W SIGNAL IMPS	
PROJECT NUMBER	F-LC35(248)	PIN 12225
COUNTY	SALT LAKE	
SHEET NO.	RW-06	

UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - MERIDIAN ENGINEERING, INC.

APPROVED _____ DATE 06/18/2015

PROFESSIONAL LAND SURVEYOR _____

DRAWN BY	GKD
QC CHECKED BY	TJB

REVISIONS			
NO.	DATE	APPROVED BY	REMARKS

Item #:	
Fiscal Impact:	\$0.00
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and authorization for Release of Temporary Retention Pond Easement.

SYNOPSIS:

An existing easement Temporary Retention Pond Easement on Lot 3C of the Chad Turpin Subdivision Lot 3 Amended subdivision in favor of West Valley City is no longer necessary and needs to be released.

BACKGROUND:

On January 4, 2006, the Chad Turpin Subdivision, Lot 3 Amended was recorded in the office of the Salt Lake County Recorder. This plat amended Lot 3 of the Chad Turpin Subdivision to extend 5320 West Street to the north line of the existing Lot 3, and to divide Lot 3 into Lots 3A, 3B and 3C. As there was not an existing West Valley City storm drain to take storm water from the proposed subdivision, a retention pond was required to be constructed on Lot 3C and a Temporary Retention Pond Easement in favor of the City was required as a condition of final plat approval. With the recording and construction of Ashlee Commons Phase 2 including storm drain lines, the existing Temporary Retention Pond Easement on Lot 3C is no longer necessary. The owner of Lot 3C is now requesting the City to release the Temporary Retention Pond Easement.

RECOMMENDATION:

Approve Release of Retention Pond Easement and authorize the Mayor to execute said Release of Retention Pond Easement for and in behalf of West Valley City. Authorize City Recorder to record said Release of Retention Pond Easement.

SUBMITTED BY:

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

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION _____

A RESOLUTION AUTHORIZING THE RELEASE OF A TEMPORARY RETENTION POND EASEMENT ON LOT 3C OF THE CHAD TURPIN SUBDIVISION LOT 3 AMENDED SUBDIVISION, IN FAVOR OF WEST VALLEY CITY.

WHEREAS, on January 4, 2006, the Chad Turpin Subdivision, Lot 3 Amended, was recorded in the office of the Salt Lake County Recorder; and

WHEREAS, as there was not an existing West Valley City storm drain to take storm water from the proposed subdivision, a retention pond was required to be constructed on Lot 3C and a Temporary Retention Pond Easement in favor of the City was required as a condition of final plat approval; and

WHEREAS, with the recording and construction of Ashlee Commons Phase 2, including storm drain lines, the existing Temporary Retention Pond Easement on Lot 3C is no longer necessary; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the release of said Easement is hereby approved and accepted and that the Mayor and the City Manager are hereby authorized to accept or execute any documents necessary to effect said release, subject to approval of the final form of said documents by the City Attorney's Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

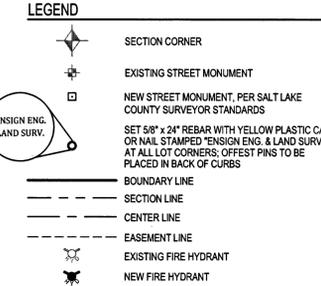
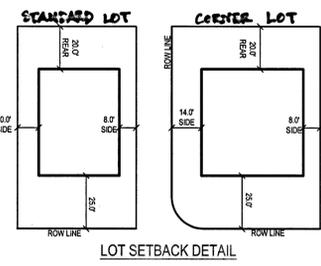
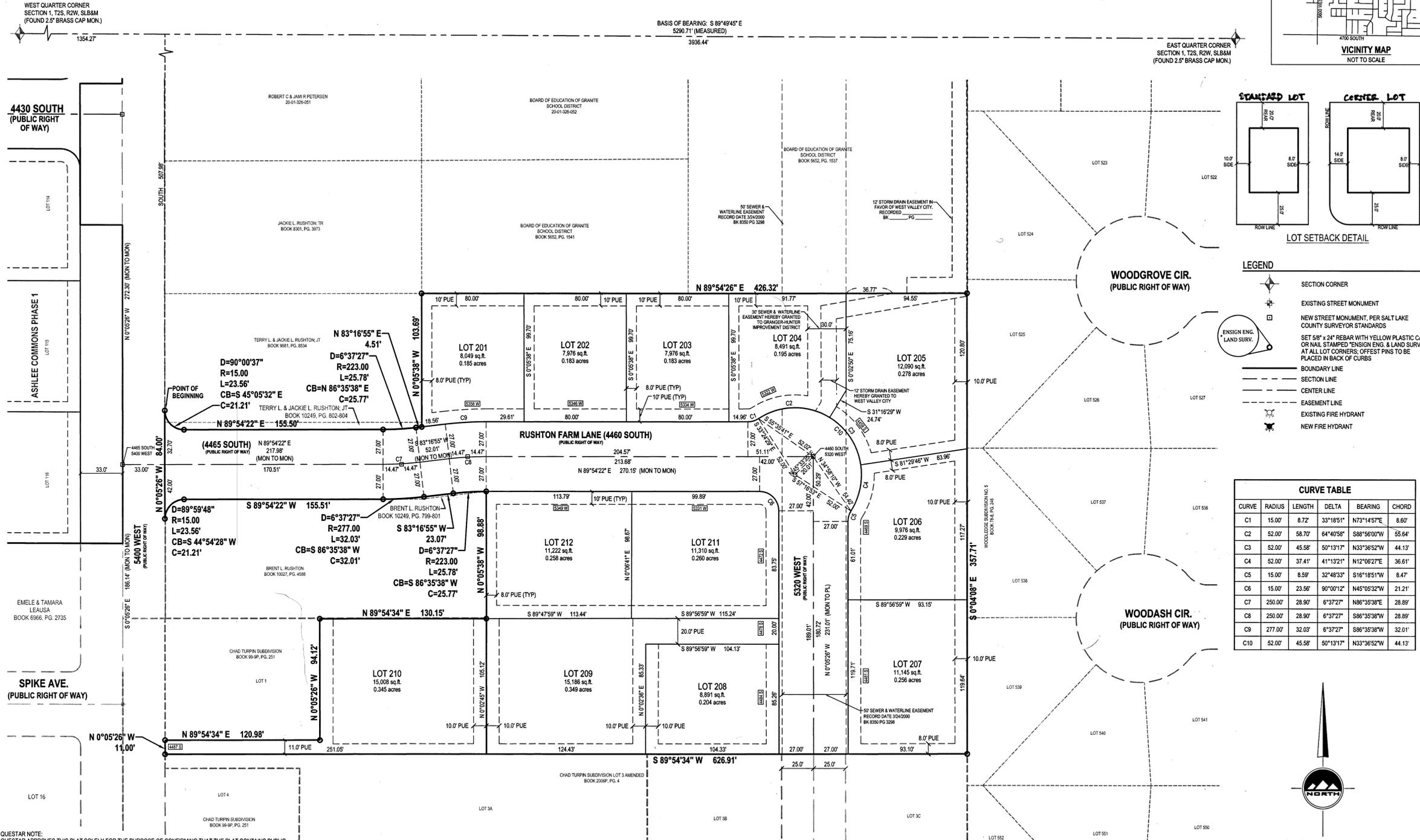
ATTEST:

CITY RECORDER

ASHLEE COMMONS PHASE 2

AND AMENDING LOT 2 OF CHAD TURPIN SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1,
TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH



CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00'	8.72'	33°18'51"	N73°14'57"E	8.60'
C2	52.00'	58.70'	64°40'58"	S88°56'00"W	55.84'
C3	52.00'	45.58'	50°13'17"	N33°36'52"W	44.13'
C4	52.00'	37.41'	41°19'21"	N12°06'27"E	36.61'
C5	15.00'	8.59'	32°48'33"	S16°18'51"W	8.47'
C6	15.00'	23.56'	90°00'12"	N45°05'32"E	21.21'
C7	250.00'	28.90'	6°37'27"	N86°35'38"E	28.89'
C8	250.00'	28.90'	6°37'27"	S86°35'38"W	28.89'
C9	277.00'	32.03'	6°37'27"	S86°35'38"W	32.01'
C10	52.00'	45.58'	50°13'17"	N33°36'52"W	44.13'

Lot #	Lowest TBC Elev	Lowest Floor Elev	Diff
201	4512.40	4505.90	6.50
202	4511.20	4506.00	5.20
203	4510.16	4505.30	4.86
204	4509.71	4504.80	4.91
205	4509.69	4500.50	9.19
206	4509.87	4505.00	4.87
207	4512.03	4509.00	3.03
208	4512.61	4507.10	5.51
209	4512.13	4508.85	3.28
210	4525.00	4519.50	5.50
211	4509.80	4505.00	4.80
212	4511.18	4506.00	5.18

WEST VALLEY CITY PLAT NOTES

- A SOILS REPORT IN ACCORDANCE WITH SECTION 7-19-604 OF THE WEST VALLEY CITY ORDINANCES HAS BEEN PREPARED BY GORDON GEOTECHNICAL ENGINEERING, INC. JOB # 182-401-13, DATED: NOVEMBER 20, 2013.
- PROJECT GEOTECHNICAL REPORT IDENTIFIES GROUNDWATER ELEVATIONS AS SHALLOW AS 2 FEET BELOW THE SURFACE IN SOME AREAS. ELEVATION OF LOWEST FLOOR SLAB TO BE AT LEAST 3.00' ABOVE HIGH WATER TABLE. ELEVATION OF LOWEST FLOOR SLAB FOR LOTS WITH UNDERDRAIN SYSTEMS ARE TO BE MINIMUM OF 2.0 FEET ABOVE LOWEST INVERT ELEVATION OF UNDERDRAIN SYSTEM ON EACH LOT. ALL SITE PREPARATION AND GRADING WORK SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT IDENTIFIED IN NOTE 1.
- OFF-SET PINS TO BE PLACED IN THE BACK OF CURB AND 5" x 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL REAR CORNERS PRIOR TO ANY OCCUPANCY.
- BUILDING PERMITS WILL NOT BE ISSUED FOR ANY STRUCTURE UNTIL 1) ASPHALT PAVING IS INSTALLED, AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED & CHARGED.
- STORM WATER THAT CANNOT BE DIRECTED TO PUBLIC STREETS MUST BE RETAINED ON INDIVIDUAL LOTS.
- GRADING AT BACK LOTS 201-207, 211, AND 212 IS TO BE DONE SO THAT ALL STORM WATER IS RETAINED WITHIN THE LOT BOUNDARIES AND DOES NOT DRAIN OUT TO ADJACENT LOTS. RETENTION AREAS ARE PERMANENT FEATURES AND MAY NOT BE ALTERED.
- INDIVIDUAL LOT GRADING AND DRAINAGE PLANS ARE REQUIRED TO BE SUBMITTED WITH BUILDING APPLICATION FOR LOTS 201-207, 211, AND 212.

DEVELOPER
BLAINE WALKER
235 WEST 10000 SOUTH, SUITE 250
SANDY, UTAH 84070
(801) 260-5000
UTAH REAL ESTATE DEVELOPMENT, LLC



SALT LAKE CITY
45 West 10000 South Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNUTAH.COM

LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453

SHEET 1 OF 1
PROJECT NUMBER: 5881
MANAGER: K. WHITE
DRAWN BY: J. JOHNSON
CHECKED BY: K. WHITE
DATE: 09/30/13

EASEMENT APPROVAL
CENTURYLINK
ROCKY MOUNTAIN POWER
QUESTAR
DATE: 11-18-2015
DATE: 11-18-2015
DATE: 11-18-15

WEST VALLEY PLANNING COMMISSION APPROVAL
APPROVED THIS 2ND DAY OF DECEMBER 20 2015
BY THE WEST VALLEY CITY PLANNING COMMISSION.
CHAIR, WEST VALLEY CITY PLANNING COMMISSION

SALT LAKE VALLEY HEALTH DEPARTMENT APPROVAL
APPROVED THIS 13TH DAY OF NOVEMBER 20 15
BY THE SALT LAKE VALLEY HEALTH DEPARTMENT.

GRANGER HUNTER IMPROVEMENT DISTRICT
APPROVED THIS 13TH DAY OF NOVEMBER 20 15
BY THE GRANGER HUNTER IMPROVEMENT DISTRICT.

CITY ENGINEER APPROVAL
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
DATE: 11 Jan 2016

CITY ATTORNEY'S APPROVAL
APPROVED THIS 5TH DAY OF JANUARY 20 16
BY THE WEST VALLEY CITY ATTORNEY.

WEST VALLEY CITY COUNCIL
APPROVED THIS 15TH DAY OF APRIL 20 15
BY THE WEST VALLEY CITY COUNCIL.

SURVEYOR'S CERTIFICATE
PATRICK M. HARRIS do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 286882 as prescribed under 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 together with easements, hereafter to be known as **ASHLEE COMMONS PHASE 2** and that the same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION
A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT BEING SOUTH 89°49'45" EAST 1354.27 FEET ALONG THE SECTION LINE AND SOUTH 507.98 FEET FROM THE WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING
THENCE SOUTHEASTERLY 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 89°54'28" EAST AND THE CHORD BEARS SOUTH 45°03'32" EAST 21.21 FEET WITH A CENTRAL ANGLE OF 90°00'37");
THENCE NORTH 89°54'22" EAST 155.50 FEET;
THENCE EASTERLY 25.78 FEET ALONG THE ARC OF A 223.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 00°05'38" WEST AND THE CHORD BEARS NORTH 86°35'38" EAST 25.77 FEET WITH A CENTRAL ANGLE OF 06°37'27");
THENCE NORTH 83°16'55" EAST 4.51 FEET;
THENCE NORTH 00°05'38" WEST 103.69 FEET;
THENCE NORTH 89°54'28" EAST 426.32 FEET TO THE WESTERLY BOUNDARY LINE OF WOODLEE SUBDIVISION NO. 5;
THENCE SOUTH 00°40'08" EAST 357.71 FEET COINCIDENT WITH SAID WESTERLY BOUNDARY LINE OF WOODLEE SUBDIVISION NO. 5 AND THE EASTERLY BOUNDARY LINE OF CHAD TURPIN SUBDIVISION TO THE NORTHEAST CORNER OF CHAD TURPIN SUBDIVISION LOT 3 AMENDED;
THENCE SOUTH 89°54'34" WEST 626.91 FEET COINCIDENT WITH THE NORTHERLY BOUNDARY LINE OF SAID CHAD TURPIN SUBDIVISION LOT 3 AMENDED TO THE EASTERLY RIGHT OF WAY LINE OF 5400 WEST STREET;
THENCE NORTH 00°05'28" WEST 11.00 FEET COINCIDENT WITH SAID EASTERLY RIGHT OF WAY LINE OF 5400 WEST STREET AND THE WESTERLY BOUNDARY LINE OF LOT 2 OF SAID CHAD TURPIN SUBDIVISION TO A CORNER OF SAID LOT 2;
THENCE NORTH 89°54'34" EAST 120.98 FEET COINCIDENT WITH A BOUNDARY LINE OF SAID LOT 2 TO A CORNER OF SAID LOT 2;
THENCE NORTH 00°05'28" WEST 94.12 FEET COINCIDENT WITH A BOUNDARY LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2;
THENCE NORTH 89°54'34" EAST 130.15 FEET COINCIDENT WITH THE NORTHERLY BOUNDARY LINE OF SAID LOT 2;
THENCE NORTH 00°05'38" WEST 23.07 FEET;
THENCE WESTERLY 25.78 FEET ALONG THE ARC OF A 223.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 00°05'38" EAST AND THE CHORD BEARS SOUTH 86°35'38" WEST 25.77 FEET WITH A CENTRAL ANGLE OF 06°37'27");
THENCE SOUTH 83°16'55" WEST 23.07 FEET;
THENCE WESTERLY 32.03 FEET ALONG THE ARC OF A 277.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°43'05" WEST AND THE CHORD BEARS SOUTH 86°35'38" WEST 32.01 FEET WITH A CENTRAL ANGLE OF 06°37'27");
THENCE SOUTH 89°54'22" WEST 155.51 FEET;
THENCE SOUTHWESTERLY 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 00°05'37" EAST AND THE CHORD BEARS SOUTH 44°54'25" WEST 21.21 FEET WITH A CENTRAL ANGLE OF 89°59'45") TO SAID EASTERLY RIGHT OF WAY LINE OF 5400 WEST STREET;
THENCE NORTH 00°05'28" WEST 84.00 FEET COINCIDENT WITH SAID EASTERLY RIGHT OF WAY LINE OF 5400 WEST STREET TO THE POINT OF BEGINNING.
CONTAINS 168,226 SQUARE FEET OR 3.862 ACRES AND 12 LOTS

OWNER'S DEDICATION
Known all men by these presents that I / we, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots, streets and easements, hereafter known as
ASHLEE COMMONS PHASE 2
do hereby dedicate for perpetual use of the public all roads and other areas shown on this plat as intended for Public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements shown on this plat to the parties indicated and for the purpose shown hereon.
In witness whereof I / we have hereunto set our hand (s) this 18th day of November A.D. 20 15

CORPORATE ACKNOWLEDGMENT
STATE OF UTAH JS.S.
County of Salt Lake
On the _____ day of _____ A.D., 20____, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he/she is the _____ of _____, a Utah Corporation, and is authorized to execute the foregoing Agreement in its behalf and that he/she executed it in such capacity.
MY COMMISSION EXPIRES: _____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

LIMITED LIABILITY CO: ANY ACKNOWLEDGMENT
STATE OF UTAH JS.S.
County of Salt Lake
On the 19th day of November A.D. 20 15, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he/she is a _____ of Fieldstone Utah Investors, LLC, a Utah limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he/she executed it in such capacity.
MY COMMISSION EXPIRES: 9/18/18
RESIDING IN Salt Lake COUNTY.
NOTARY PUBLIC Commission # 679320 Exp. 09-18-2018

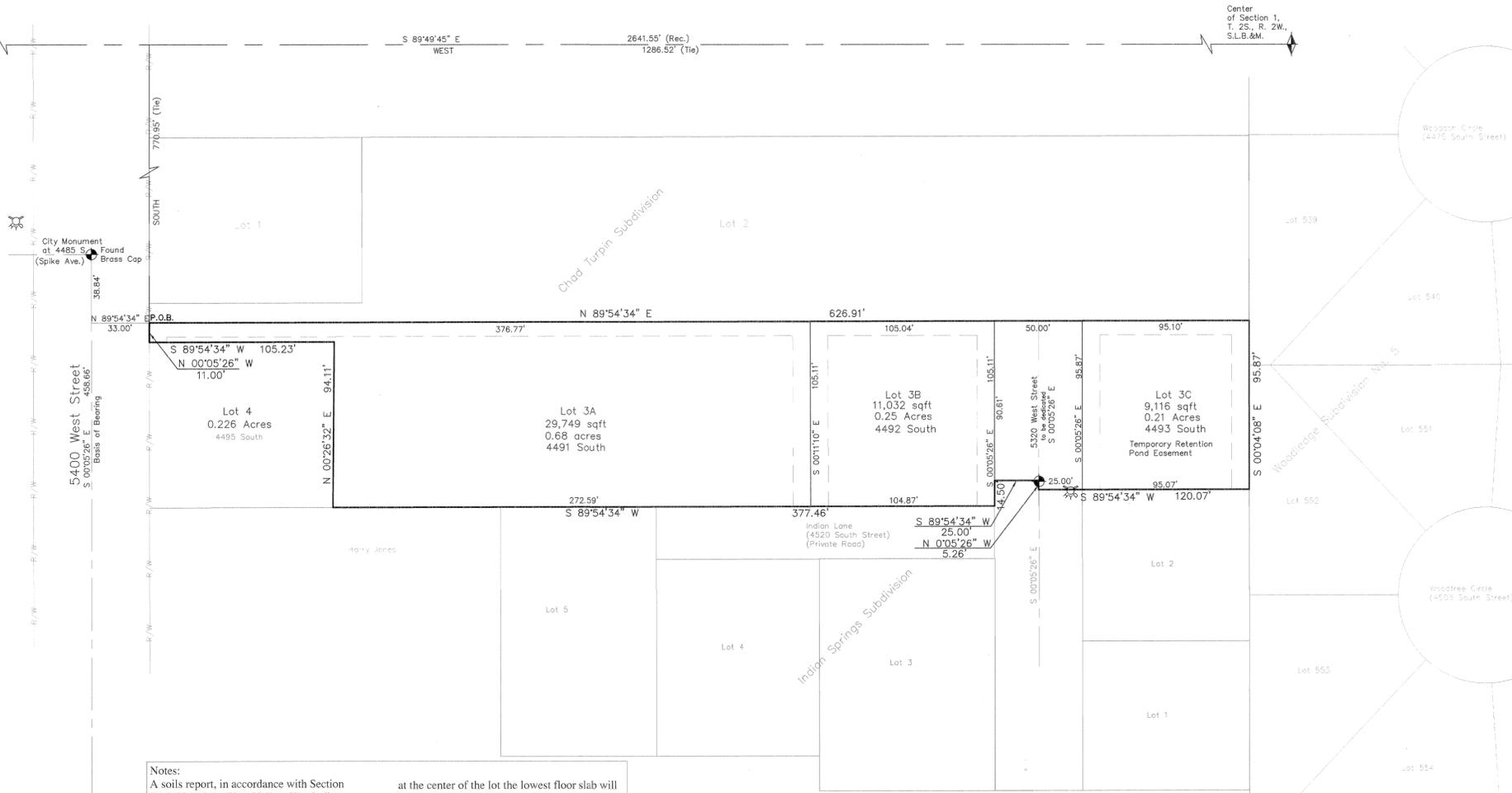
ASHLEE COMMONS PHASE 2
AND AMENDING LOT 2 OF CHAD TURPIN SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1,
TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

RECORDED # 122 05586
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE
REQUEST OF: WEST VALLEY CITY
DATE: 01-14-16 TIME: 1:43 PM BOOK: 2016P PAGE: 6
4282
FEES
4282

Chad Turpin Subdivision Lot 3 Amended

Amending Lot 3 to create lots 3A, 3B & 3C.

A portion of the West half of the Northeast Quarter of the Southwest Quarter of Section 1, Township 2 South, Range 2 West, Salt Lake Base and Meridian. West Valley City, Utah



Notes:
 A soils report, in accordance with Section 7-19-604 of the West Valley City Ordinances, was conducted on the property by Applied Geotechnical Engineering Consultants, Inc. dated June 3, 2003. The result of the report shows the high water level is 4.8 feet below the top back of curb on lot 3B, and 8.3 feet below the top back of curb on lot 3C.
 No water was encountered from the two holes dug for the report in lots 3B & 3C at 11 to 11.5 feet. The 100 year flood history in the area shows that the water level can raise up to 6 feet, so the high water level was determined by assuming that the water could raise 6 feet from the bottom of the holes.
 The lowest floor slab in any building on the subdivision must be a minimum of 3 feet above the high water table, 1.8' below the existing finished top back of curb on lot 3B and 5.3' below existing finished top back of curb on lot 3C. In reference to the design curb & gutter

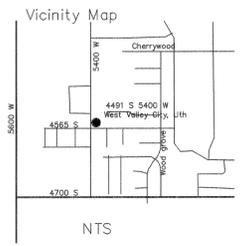
at the center of the lot the lowest floor slab will be 0.10 feet below the curb & gutter at lot 3B and 3.41 feet below the curb & gutter at lot 3C.

Erosion control must be practiced during all phases of construction.

Off-set pins to be placed in the back of the curb and 3/8" x 18" rebar with numbered survey cap to be placed at all rear corners prior to any occupancy.

Yard light to be installed on each lot.

Building permits will not be issued for any home until asphalt paving is installed.



LEGEND:
 --- PUBLIC UTILITIES & DRAINAGE EASEMENT
 Existing Fire Hydrant
 R/W RIGHT OF WAY LINE
 FOUND CITY MONUMENT

Note: Public Utility & Drainage Easement is 10' wide on the front and 8' on one side of each lot.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 S.S.)
 NOTARY PUBLIC)
 On this 23rd day of September, 2005, personally appeared before me Tammy P. Hansen who being by me duly sworn did say that he/she is the Y.P. of Chad Turpin Subdivision a Utah Corporation, and that the above was signed in behalf of said corporation for the purposes therein mentioned.

Robert Yorgason 4-17-07
 Notary Public My Commission Expires



CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 S.S.)
 NOTARY PUBLIC)
 On this ___ day of _____, 2004, personally appeared before me _____ who being by me duly sworn did say that he/she is the _____ of _____ a _____ Corporation, and that the above was signed in behalf of said corporation for the purposes therein mentioned.

Notary Public My Commission Expires _____

FLINT LAND SURVEYING & CONSULTING
 P.O. BOX 29,
 SOUTH JORDAN,
 UT 84095-0029
 PHONE: 446-1820
 FAX: 253-1466

W.V.C. Planning Commission
 Approved This 14th Day of DEC, AD, 20 05

S.L. Valley Health Department
 Approved This 19th Day of Aug, AD, 2004

Granger-Hunter Improvement District
 Approved This 11th Day of July, AD, 2004

West Valley City Engineering
 I here by certify that this office has examined this plat and it is correct in accordance with information on file in this office.
 12/28/05
 Date W.V.C. Engineer

Approval as to Form
 Approved This 3rd Day of January, AD, 2006
 W.V.C. Attorney

West Valley City Council
 Presented to the West Valley City Council This 4th Day of January, AD, 2006 at which time this subdivision was approved.
Shirley McKeen City Recorder
David S. Hansen City Manager

RECORDED # 9601744
 State of Utah, County of Salt Lake Recorded and filed at the request of West Valley City
 Date 1/4/06 Time 3:39 PM Book 2006P Page 4
 Fee \$33.00
 \$33.00
 County Recorder

SURVEYOR'S CERTIFICATE

I, Terry D. Flint, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate no. 160156 as prescribed under the laws of the State of Utah. I further certify that by the 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 **Chad Turpin Subdivision Lot 3 Amended Amending Lot 3 to create lots 3A, 3B, & 3C.** and that same has been correctly surveyed and staked on the ground as shown on the plat. I further certify that the lot described meets the frontage width and area requirements of the applicable zoning ordinance.

BOUNDARY DESCRIPTION

Beginning at a point on the East right of way line of 5400 West Street, which point is West 1286.52 feet and South 770.95 feet from the Center of Section 1, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Said point is also 500° 05' 26" E 38.84 feet along the monument line and N89° 54' 34" E 33.00 feet from a survey monument in the intersection of 4885 South and 5400 West Streets; and running thence N89° 54' 34" E 626.91 feet to the West line of the Woodledge No. 5 Subdivision; thence along said line 500° 04' 08" E 95.87 feet; thence along the North line of the Indian Springs Subdivision the following (5) calls: (1) 589° 54' 34" W 120.10 feet; (2) N00° 05' 26" W 5.26 feet; (3) 589° 54' 34" W 25.00 feet; (4) 500° 05' 26" E 14.50 feet; (5) 589° 54' 34" W 377.46 feet; thence N00° 26' 32" E 94.11 feet; thence 589° 54' 34" W 105.23 feet to a point on a previously mentioned East right of way line of 5400 West Street; thence along said right of way line N00° 05' 26" W 11.00 feet to the point of beginning, Containing 1.25 Acres, and 3 Lots.
 Original Chad Turpin Subdivision recorded at the Salt Lake County Recorders office in book 99-9P at page 251, Indian Springs Subdivision and Amending Lot 3 of the Chad Turpin Subdivision recorded at the Salt Lake County Recorders Office in book 2001P at page 17.

OWNER'S DEDICATION

Know all men by these presents that _____, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the **Chad Turpin Subdivision Lot 3 Amended Amending Lot 3 to create lots 3A, 3B & 3C.**

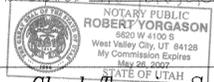
do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use.
 In witness whereby _____ have hereunto set this ___ day of _____ AD, 20__

Chad Turpin
Amber Turpin
Tammy P. Hansen
 Notary Public

ACKNOWLEDGMENT

STATE OF UTAH)
 S.S.)
 County of Salt Lake
 On the 23rd day of December, 2005, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owners dedication, Chad & Amber Turpin, who duly acknowledged uses and purposes therein mentioned.
 My commission expires March 20, 2007

Robert Yorgason
 Notary Public
 residing in Salt Lake County



Chad Turpin Subdivision Lot 3 Amended Amending Lot 3 to create lots 3A, 3B & 3C.
 A portion of the West half of the Northeast Quarter of the Southwest Quarter of Section 1, Township 2 South, Range 2 West, Salt Lake Base and Meridian. West Valley City, Utah



20-1-32
 20-01-326-065

Item #:	
Fiscal Impact:	<u>\$15,516.84 (6.77% of Actual Cost)</u>
Funding Source:	<u>STP Funds/Road Impact Fees</u>
Account #:	<u>31-7580-40750-75147-0000</u>
Budget Opening Required:	<u>No</u>

ISSUE:

Authorization, acceptance and execution of a Right-of-way Contract, and acceptance of four Special Warranty Deeds, two Perpetual Utility Easement, two Perpetual Easements and four Temporary Construction Easements.

SYNOPSIS:

Orbital ATK, Inc. a Delaware corporation, formerly known as Alliant Techsystems, Inc. has signed a Right-of-way Contract, and has agreed to sign four Special Warranty Deeds, two Perpetual Utility Easements, two Perpetual Easement (slope easements), and four Temporary Construction Easements for property located at approximately 6149 S. Highway 111 (20-15-300-006).

BACKGROUND:

The Orbital ATK, Inc. a Delaware corporation parcel is one of the properties affected by the 6200 South Extension Project. This project will extend 6200 South from Mountain View Corridor to SR-111. The acquisition includes four parcels totaling 72,739 square feet or 1.670 acres, along with two Perpetual Utility Easement, two Perpetual Easements and four Temporary Construction Easements. Compensation for the purchase of the properties and easements is \$229,200.00 based upon the appraisal report by Integra Realty Resources.

The project is being funded under the Surface Transportation Program (STP) with federal funds. Under a previously executed federal aid agreement, West Valley City is responsible for 6.77% of all project costs, including right of way. With the total value of the right-of-way and easements for this acquisition being \$229,200.00, the West Valley City share of these easements will be \$15,516.84 plus a portion of the closing costs.

RECOMMENDATION:

Accept Special Warranty Deeds, Perpetual Utility Easements, Perpetual Easements, and Temporary Construction Easements and authorize Mayor to execute Right-of-way Contract (two copies). Recording of documents and distribution of funds will be handled through a title company.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY AGREEMENT WITH ORBITAL ATK, INC, FOR PROPERTY LOCATED AT APPROXIMATELY 6149 SOUTH HIGHWAY 111 (20-15-300-006), AND TO ACCEPT FOUR SPECIAL WARRANTY DEEDS, TWO PERPETUAL UTILITY EASEMENTS, TWO PERPETUAL EASEMENTS AND FOUR GRANTS OF TEMPORARY CONSTRUCTION EASEMENT.

WHEREAS, Orbital ATK, Inc. a Delaware corporation, formerly known as Alliant Techsystems, Inc. (herein “Orbital ATK”), owns property located at approximately 6149 South 4000 Highway 111 (20-15-300-006) in West Valley City (herein the “Property”); and

WHEREAS, the Property is affected by the 6200 South Extension Project; and

WHEREAS, the City desires to purchase a right-of-way on the Property to facilitate completion of the 6200 South Extension Project; and

WHEREAS, Orbital ATK has agreed to convey said right-of-way to the City; and

WHEREAS, an agreement has been prepared for execution by and between the City and Orbital ATK, a copy of which is attached hereto and entitled “West Valley City Right of Way Contract” (herein the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, Orbital ATK has agreed to execute four Special Warranty Deeds conveying said right-of-way to the City, as well as two Perpetual Utility Easements, two Perpetual Easements and four Grants of Temporary Construction Easement; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement, and to accept said Special Warranty Deeds, Perpetual Utility Easements, Perpetual Easements and Grants of Temporary Construction Easement;

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

1. That the “West Valley City Right of Way Contract” is hereby approved in substantially the form attached, and the Mayor is hereby authorized to execute said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.
2. That the Mayor is hereby authorized to accept the Special Warranty Deeds, Perpetual Utility Easements, Perpetual Easements and Grants of Temporary Construction Easement and Grants of Temporary Construction Easement.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City, a municipal corporation

Right-of-way Contract

Fee Simple Acquisition – Strip Take

Project No: F-2150(1)0 Parcel No.(s): 100:2C, 100:2E, 100:2EC, 100:3C, 100:3E, 100:3EC, 100:4EC, 100:C, 100:E, 100:EC, 100:SC, 100B:EC

Job/Project /Authorization No: 53950

Pin No: 8557

Project Location: 6200 SOUTH; 6100 WEST TO SR-111

County of Property: SALT LAKE Tax ID / Sidwell No: 20-15-300-006

Property Address: 6149 South U-111 Highway WEST VALLEY CITY, UT 84118

Owner's Address: P.O. Box 98, Magna, UT. 84044-0098

Primary Phone: (801)-251-3735

Owner's Home Phone:

Owner's Work Phone: (801)-251-3735

Owner / Grantor: Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows: The Grantor hereby agrees to convey and sell by Special Warranty Deed, Special Warranty Deed, Special Warranty Deed, Special Warranty Deed, Perpetual Easement, Perpetual Easement, Perpetual Easement, Temporary Easement, Perpetual Easement, Temporary Easement, Temporary Easement parcels of land known as parcel numbers 100:2C, 100:2E, 100:2EC, 100:3C, 100:3E, 100:3EC, 100:4EC, 100:C, 100:E, 100:EC, 100:SC, 100B:EC for transportation purposes. This contract is to be returned to: Steven J Dale, Right of Way Agent c/o West Valley City, a municipal corporation, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements and other matters of record.
2. Grantor agrees to transfer property in its AS-IS condition based solely on the City's own inspection. WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the 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, project caused statutory relocations, and other related transportation uses.
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8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property. The property is currently encumbered by a lien securing financing that is also secured by liens on other property owned by Grantor. Grantor's obligations hereunder are subject to Grantor obtaining a release of such lien from the fee parcel.
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Additional Terms:

10. Grantor will be able to gain access to the north side of 6200 South as set forth in the West Valley City Municipal Code upon approval of the West Valley City Public Works Department. It is anticipated that this access will be located between stations 15+00 and 16+00.
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Total Selling Price

\$229,200.00

West Valley City, a municipal corporation

Right-of-way Contract

Fee Simple Acquisition – Strip Take

Project No: F-2150(1)0 Parcel No.(s): 100:2C, 100:2E, 100:2EC, 100:3C, 100:3E, 100:3EC, 100:4EC, 100:C, 100:E, 100:EC, 100:SC, 100B:EC
Job/Project /Authorization No: 53950 Pin No: 8557
Project Location: 6200 SOUTH; 6100 WEST TO SR-111
County of Property: SALT LAKE Tax ID / Sidwell No: 20-15-300-006
Property Address: 6149 South U-111 Highway WEST VALLEY CITY, UT 84118
Owner's Address: P.O. Box 98, Magna, UT. 84044-0098
Primary Phone: (801)-251-3735 Owner's Home Phone: Owner's Work Phone: (801)-251-3735
Owner / Grantor: Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc.

Grantor's Initials

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Percent: 100%

Date 1/12/16

MRW

100% Percent

Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant-Techsystems, Inc.

By: Michael R. Williams
Its: Vice President and Treasurer

State of Virginia)
:SS

County of Loudoun)

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NOTARY PUBLIC

Julie Anne Winship
JULIE ANNE WINSHIP
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #162153
My Commission Expires Sept. 30, 2017

Steven J. Dale / Acquisition Agent

Coby S. Wilson / Team Leader

Approved by Mayor Ron Bigelow

Attest: City Recorder

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2. Grantor agrees to transfer property in its AS-IS condition based solely on the City's own inspection. WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.
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NOTARY PUBLIC

Julie Anne Winship
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NOTARY PUBLIC
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Reg. #162153
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Coby S. Wilson / Team Leader

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NOTARY PUBLIC

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Commonwealth of Virginia
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Steven J. Dale / Acquisition Agent

Coby S. Wilson / Team Leader

Approved by Mayor Ron Bigelow

Attest: City Recorder

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

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Special Warranty Deed (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:2C

THIS SPECIAL WARRANTY DEED (hereinafter this "**Deed**") is made as of _____, 2015, by Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation, ("**Grantor**"), in favor of the City of West Valley, Utah ("**Grantee**"), having an address of 3600 Constitution Blvd., West Valley City, Utah 84119.

Conveyance

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor executes this Special Warranty Deed for the purpose of conveying to Grantee as follows:

Grantor hereby conveys and warrants against all who claim by, through, or under Grantor to Grantee all of Grantor's right, title, and interest in and to the parcel of land more particularly described in Exhibit A attached hereto and incorporated by reference herein for all purposes (the "**Property**"), subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the Property and all visible and apparent matters that would be disclosed by a survey.

Grantee acknowledges and agrees that Grantor is conveying the Property to Grantee in an "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition based solely on Grantee's own inspection WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, other than the special warranty of title set forth in this Deed.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS

Continued on Page 2
COMPANY RW-02C (11-01-03)

OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (iii) ANY CONDITIONS WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, OR OTHERWISE, (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, CONDITION, COMPOSITION OR AMOUNT OF THE PROPERTY; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; AND (vi) ANY GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY.

WITHOUT LIMITING THE FOREGOING, GRANTOR DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (as hereinafter defined) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE CLEAN AIR ACT, ANY SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (collectively, the "**Hazardous Substance Laws**"). For purposes of this Deed, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any hazardous substance laws. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND NOT ON ANY INFORMATION MADE AVAILABLE TO GRANTEE BY GRANTOR.

Except with respect to representations and warranties expressly set forth in this Deed, Grantee or anyone claiming by, through or under Grantee, hereby fully waives and releases Grantor, its affiliated companies, and their respective employees, officers, directors, representatives, attorneys and agents from any and all claims, liabilities, damages, losses, penalties, fines, costs (including, without limitation, reasonable attorneys' and paralegals' fees, court costs and costs of experts), causes of action, and remedies arising from or related to any defects or other conditions affecting the Property. Grantee further acknowledges and agrees that this waiver and release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

Grantee hereby assumes payment of the ad valorem taxes for 2016 and all subsequent years.

EXHIBIT A

A parcel of land in fee for the widening of the existing 6200 South Street known as Project No. F-2150(1)0, being part of an entire tract of property situate in the SW1/4SW1/4 of Section 15, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southeasterly right of way line of the existing 6200 South Street which point is 1,622.12 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 221.35 feet N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also approximately 56.87 feet perpendicularly distant southeasterly from the control line of said project opposite engineer station 10+74.50; and running thence S.06°18'09"W. 32.04 feet to a point in the northeasterly right of way line of the existing highway State Route 111 which point is 48.79 feet perpendicularly distant northeasterly from the control line of said State Route 111; thence N.39°37'25"W. 23.25 feet along said northeasterly right of way line to the beginning of a 1,446.70-foot radius non-tangent curve to the right along said southeasterly right of way line (Note: center bears S.37°40'18"E.); thence northeasterly along the arc of said curve 23.04 feet through a delta of 00°54'44" (Note: chord to said curve bears N.52°47'04"E. for a distance of 23.04 feet) to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 268 square feet or 0.006 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

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

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Perpetual Utility Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:2E

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc.,
a Corporation of the State of Delaware, the undersigned,
hereby DEDICATES a Public Utility Easement (the "Easement") described below for the use and
installation of public utility facilities as provided in Utah Code Section 54-3-27 (the "PUE Statute").
The Easement is non-exclusive and may be used by all public utilities according to the terms of the
PUE Statute.

The Easement, upon part of an entire tract of property, in the SW1/4SW1/4 and the SE1/4SW1/4 of Section
15, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the southerly right of way line of the existing 6200 South Street which point is
817.94 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book
"H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 278.34 feet
N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner
of Section 15, said point is also approximately 57.00 feet perpendicularly distant southerly from the control
line of said project opposite engineer station 20+02.50; and running thence S.13°54'04"E. 17.34 feet to a
point in a 681.00-foot radius non-tangent curve to the left (Note: center bears S.32°48'58"W.); thence
westerly along the arc of said curve 781.15 feet through a delta of 65°43'21" (Note: chord to said curve bears
S.89°57'18"W. for a distance of 739.02 feet) to the beginning of a 1,434.70-foot radius non-tangent curve to
the left (Note: center bears S.33°42'15"E.); thence southwesterly along the arc of said curve 87.76 feet
through a delta of 03°30'17" (Note: chord to said curve bears S.54°32'37"W. for a distance of 87.75 feet) to
a point 68.85 feet radially distant southeasterly from said control line opposite engineer station 10+62.92;

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thence N.06°18'09"E. 16.48 feet to a point in a 1,446.70-foot radius non-tangent curve to the right and the southerly right of way line of the existing 6200 South Street which point is 56.87 feet perpendicularly distant southeasterly from said control line opposite engineer station 10+74.50 (Note: center bears S.36°45'33"E.); thence northeasterly along the arc of said curve and said southerly right of way line 77.23 feet through a delta of 03°03'31" (Note: chord to said curve bears N.54°46'12"E. for a distance of 77.22 feet) to the beginning of a 693.00-foot radius non-tangent curve to the right (Note: center bears S.32°54'47"E.); thence easterly along the arc of said curve and said southerly right of way line 782.38 feet through a delta of 64°41'09" (Note: chord to said curve bears N.89°25'47"E. for a distance of 741.49 feet) to the point of beginning. The above described part of an entire tract of land contains 10,371 square feet or 0.238 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

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Salt Lake City, Utah 84114-8420

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:2EC

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Corporation of the State of Delaware Grantor, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described easement in

Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of an entire tract of property, in the SW1/4SW1/4 of Section 15, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of installing, maintaining clear of hazards, operating, repairing, removing, replacing, and relocating thereon public utility facilities and appurtenant parts thereof including, but not limited to ATMS fiber optic conduit, electrical service and distribution lines, culinary and irrigation water facilities; and highway appurtenances including, but not limited to slopes, street and signal lighting facilities, directional and traffic information signs and includes the rights of ingress and egress within the easement by employees, contractors, agents, and assigns of West Valley City, to facilitate the construction of the existing 6200 South Street known as Project No. F-2150(1)0. The boundaries of said part of an entire tract of land are described as follows:

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the northerly right of way line of the existing 6200 South Street which point is 1,387.96 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 466.41 feet N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also approximately 57.00 feet radially distant northerly from the control line of said

project opposite engineer station 13+95.00; and running thence westerly along the arc of a 807.00-foot radius non-tangent curve to the left along said northerly right of way line (Note: center bears S.14°38'14"E.) 10.76 feet through a delta of 00°45'50" (Note: chord to said curve bears S.74°58'51"W. for a distance of 10.76 feet) to a point 57.00 feet radially distant northerly from said control line opposite engineer station 13+85.00; thence N.15°24'04"W. 65.00 feet to the beginning of a 872.00-foot radius non-tangent curve to the left (Note: center bears S.15°24'04"E.) 122.00 feet radially distant northwesterly from said control line opposite engineer station 13+85.00; thence southwest along the arc of said curve 267.19 feet through a delta of 17°33'22" (Note: chord to said curve bears S.65°49'15"W. for a distance of 266.15 feet) to the beginning of a 1,616.61-foot radius non-tangent curve to the left (Note: center bears S.33°37'35"E.) 122.00 feet radially distant northwesterly from said control line opposite engineer station 11+55.19; thence southwest along the arc of said curve 120.56 feet through a delta of 04°16'22" (Note: chord to said curve bears S.54°14'14"W. for a distance of 120.53 feet) to a point in the northeasterly right of way line of the existing State Route 111 which point is 48.80 feet perpendicularly distant northeasterly from the control line of State Route 111 opposite engineer station 111+80.84; thence N.39°37'25"W. 20.01 feet along said northeasterly right of way line to the beginning of a 1,636.61-foot radius non-tangent curve to the right (Note: center bears S.37°55'13"E.); thence northeasterly along the arc of said curve 122.77 feet through a delta of 04°17'53" (Note: chord to said curve bears N.54°13'44"E. for a distance of 122.74 feet) to the beginning of a 892.00-foot radius non-tangent curve to the right (Note: center bears S.32°57'53"E.); thence northeasterly along the arc of said curve 285.33 feet through a delta of 18°19'39" (Note: chord to said curve bears N.66°11'57"E. for a distance of 284.11 feet) ; thence S.14°38'14"E. 85.00 feet to the point of beginning. The above described part of an entire tract of land contains 8,803 square feet or 0.202 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

It is agreed hereby, that the Owners, by consent of the West Valley City, shall have the right to lessen but not to increase the vertical distance or grade of said cut and/or fill slopes.

After said public utilities and appurtenant parts thereof are constructed on the above described part of an entire tract at the expense of West Valley City, said West Valley City is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against public utilities not owned or operated by West Valley City and appurtenant parts thereof.

The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

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

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Special Warranty Deed (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:3C

THIS SPECIAL WARRANTY DEED (hereinafter this “**Deed**”) is made as of _____, 2015, by Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc. a Delaware corporation, (“**Grantor**”), in favor of the City of West Valley, Utah (“**Grantee**”), having an address of 3600 Constitution Blvd., West Valley City, Utah 84119.

Conveyance

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor executes this Special Warranty Deed for the purpose of conveying to Grantee as follows:

Grantor hereby conveys and warrants against all who claim by, through, or under Grantor to Grantee all of Grantor’s right, title, and interest in and to the parcel of land more particularly described in Exhibit A attached hereto and incorporated by reference herein for all purposes (the “**Property**”), subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the Property and all visible and apparent matters that would be disclosed by a survey.

Grantee acknowledges and agrees that Grantor is conveying the Property to Grantee in an “AS IS”, “WHERE IS”, and “WITH ALL FAULTS” condition based solely on Grantee’s own inspection WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, other than the special warranty of title set forth in this Deed.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED,

WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (iii) ANY CONDITIONS WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, OR OTHERWISE, (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, CONDITION, COMPOSITION OR AMOUNT OF THE PROPERTY; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; AND (vi) ANY GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY.

WITHOUT LIMITING THE FOREGOING, GRANTOR DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (as hereinafter defined) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONVERSATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE CLEAN AIR ACT, ANY SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (collectively, the "**Hazardous Substance Laws**"). For purposes of this Deed, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any hazardous substance laws. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND NOT ON ANY INFORMATION MADE AVAILABLE TO GRANTEE BY GRANTOR.

Except with respect to representations and warranties expressly set forth in this Deed, Grantee or anyone claiming by, through or under Grantee, hereby fully waives and releases Grantor, its affiliated companies, and their respective employees, officers, directors, representatives, attorneys and agents from any and all claims, liabilities, damages, losses, penalties, fines, costs (including, without limitation, reasonable attorneys' and paralegals' fees, court costs and costs of experts), causes of action, and remedies arising from or related to any defects or other conditions affecting the Property. Grantee further acknowledges and agrees that this waiver and release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

Grantee hereby assumes payment of the ad valorem taxes for 2016 and all subsequent years.

EXHIBIT A

A parcel of land in fee for the widening of the existing 6200 South Street known as Project No. F-2150(1)0, being part of an entire tract of property situate in the SE1/4SW1/4 of Section 15, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the northerly right of way line of the former 6200 South Street which point is 770.76 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 24.75 feet N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also approximately 53.00 feet perpendicularly distant easterly from the control line of the access road opposite engineer station 0+24.75; and running thence N.89°38'20"W. 106.00 feet along said northerly right of way line parallel with and 24.75 feet perpendicularly distant northerly from said monument line to the beginning of a 20.00-foot radius non-tangent curve to the left (Note: center bears N.00°21'40"E.); thence northeasterly along the arc of said curve 31.42 feet through a delta of 90°00'00" (Note: chord to said curve bears N.45°21'40"E. for a distance of 28.28 feet) to a line parallel with and 33.00 feet perpendicularly distant westerly from said control line opposite engineer station 0+44.75; thence N.00°21'40"E. 37.89 feet along said parallel line to the beginning of a 333.00-foot radius curve to the right opposite engineer station 0+82.64; thence northerly along the arc of said curve, concentric with said control line, 176.61 feet through a delta of 30°23'13" (Note: chord to said curve bears N.15°33'17"E. for a distance of 174.54 feet) to a point opposite engineer station 2+41.75; thence N.13°54'04"W. 28.12 feet to a point in a 693.00-foot radius non-tangent curve to the right (Note: center bears S.31°46'22"W.) and the southerly right of way line of 6200 South Street which point is 57.00 feet radially distant southerly from the control line of said 6200 South Street opposite engineer station 20+02.50; thence southeasterly along the arc of said curve and said southerly right of way line 61.97 feet through a delta of 05°07'24" (Note: chord to said curve bears S.55°39'56"E. for a distance of 61.95 feet) to the beginning of a 1,514.07-foot radius non-tangent curve to the right (Note: center bears S.37°46'28"W.) to a point 57.00 feet radially distant southerly from said control line opposite engineer station 20+69.57; thence southeasterly along the arc of said curve and said southerly right of way line 47.90 feet through a delta of 01°48'45" (Note: chord to said curve bears S.51°19'10"E. for a distance of 47.89 feet) to a point 57.10 feet radially distant southerly from said control line opposite engineer station 21+20.50; thence S.79°29'05"W. 30.96 feet to the beginning of a 267.00-foot radius non-tangent curve to the left, concentric with and 33.00 feet radially distant from the control line of said access road opposite engineer station 2+29.50 (Note: center bears S.61°35'29"E.); thence southerly along the arc of said curve 130.70 feet through a delta of 28°02'51" (Note: chord to said curve bears S.14°23'06"W. for a distance of 129.40 feet) to a line parallel with said control line opposite engineer station 0+82.64; thence S.00°21'40"W. 37.89 feet along said parallel line to the beginning of a 20.00-foot radius curve to the left

opposite engineer station 0+44.75; thence southeasterly along the arc of said curve 31.42 feet through a delta of 90°00'00" (Note: chord to said curve bears S.44°38'20"E. for a distance of 28.28 feet) to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 16,074 square feet or 0.369 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

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

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Perpetual Utility Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:3E

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc.,
a Corporation of the State of Delaware, the undersigned,
hereby DEDICATES a Public Utility Easement (the "Easement") described below for the use and
installation of public utility facilities as provided in Utah Code Section 54-3-27 (the "PUE Statute").
The Easement is non-exclusive and may be used by all public utilities according to the terms of the
PUE Statute.

The Easement, upon part of an entire tract of property, in the SE1/4SW1/4 of Section 15, T.2S., R.2W.,
S.L.B.&M., in Salt Lake County, Utah.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at the intersection of the southerly right of way line of the existing 6200 South Street and the
northerly right of way line of the former 6200 South Street which point is 474.70 feet N.89°38'20"W. along
the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number
493035 in the office of the Salt Lake County Recorder and 24.75 feet N.00°21'40"E. from the Salt Lake
County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also
approximately 57.01 feet radially distant southwesterly from the control line of said project opposite engineer
station 24+26.29; and running thence N.89°38'20"W. 25.39 feet along said northerly right of way line to the
beginning of a 819.00-foot radius non-tangent curve to the right (Note: center bears N.29°20'50"E.); thence
northwesterly along the arc of said curve 108.21 feet through a delta of 07°34'12" (Note: chord to said curve
bears N.56°52'04"W. for a distance of 108.13 feet) to the beginning of a 1,632.03-foot radius non-tangent
curve to the right (Note: center bears N.37°42'25"E.); thence northwesterly along the arc of said curve
122.12 feet through a delta of 04°17'15" (Note: chord to said curve bears N.50°08'58"W. for a distance of
122.09 feet); thence N.48°38'06"W. 3.28 feet to a point in a 1,502.07-foot radius non-tangent curve to the

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left (Note: center bears S.42°02'11"W.); thence northwesterly along the arc of said curve 74.28 feet through a delta of 02°50'00" (Note: chord to said curve bears N.49°22'49"W. for a distance of 74.27 feet) to a point 69.15 feet perpendicularly distant southwesterly from said control line opposite engineer station 21+09.91; thence N.79°29'05"E. 15.69 feet to a point in a 1,514.07-foot radius non-tangent curve to the right and said southerly right of way line (Note: center bears S.39°35'12"W.) 57.10 feet perpendicularly distant southwesterly from said control line opposite engineer station 21+20.50; thence along said southerly right of way line the following four (4) courses: (1) southeasterly along the arc of said curve 64.66 feet through a delta of 02°26'49" (Note: chord to said curve bears S.49°11'23"E. for a distance of 64.66 feet); thence (2) S.48°38'06"E. 3.27 feet to the beginning of a 1,620.03-foot radius non-tangent curve to the left (Note: center bears N.41°59'48"E.); thence (3) southeasterly along the arc of said curve 121.21 feet through a delta of 04°17'12" (Note: chord to said curve bears S.50°08'49"E. for a distance of 121.18 feet) to the beginning of a 807.00-foot radius non-tangent curve to the left (Note: center bears N.36°54'41"E.); thence (4) southeasterly along the arc of said curve 128.76 feet through a delta of 09°08'29" (Note: chord to said curve bears S.57°39'34"E. for a distance of 128.62 feet) to the point of beginning. The above described part of an entire tract of land contains 3,754 square feet or 0.086 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

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Salt Lake City, Utah 84114-8420

SEND COPY TO:
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West Valley City, Utah 84119

Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:3EC

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc. ,
a Corporation of the State of Delaware, Grantor, hereby GRANTS AND CONVEYS to WEST VALLEY
CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum
of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described
easement in Salt Lake County, State of Utah, to wit:

A temporary easement, upon part of an entire tract of property, in the SE1/4SW1/4 and the SW1/4SW1/4 of
Section 15, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of driveway and
roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the
construction of 6200 South Street known as Project No. F-2150(1)0. This easement shall commence upon
the beginning of actual construction on the property and shall continue only until project construction on the
property is complete, or for three 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 part of an entire tract of land are described as follows:

Beginning at the intersection of the northerly right of way line of the existing 6200 South Street and the
westerly right of way line of the existing Kennecott Railroad which point is 280.33 feet N.89°38'20"W. along
the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number
493035 in the office of the Salt Lake County Recorder and 71.18 feet N.00°21'40"E. from the Salt Lake
County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also
approximately 56.98 feet radially distant northerly from the control line of said project opposite engineer
station 25+91.24; and running thence along said northerly right of way line the following five (5) courses: (1)

northwesterly along the arc of a 692.97-foot radius non-tangent curve to the right (Note: center bears N.15°10'08"E.) 262.79 feet through a delta of 21°43'40" (Note: chord to said curve bears N.63°58'02"W. for a distance of 261.22 feet) to a point in a 1,447.55-foot radius non-tangent curve to the right (Note: center bears N.37°40'35"E.); thence (2) northwesterly along the arc of said curve 112.55 feet through a delta of 04°27'18" (Note: chord to said curve bears N.50°05'46"W. for a distance of 112.53 feet); thence (3) N.48°38'07"W. 3.28 feet to the beginning of a 1,553.34-foot radius non-tangent curve to the left (Note: center bears S.42°05'19"W.); thence (4) northwesterly along the arc of said curve 121.21 feet through a delta of 04°28'15" (Note: chord to said curve bears N.50°08'49"W. for a distance of 121.18 feet) to the beginning of a 807.00-foot radius non-tangent curve to the left (Note: center bears S.36°54'41"W.); thence (5) westerly along the arc of said curve 726.05 feet through a delta of 51°32'55" (Note: chord to said curve bears N.78°51'46"W. for a distance of 701.81 feet); thence N.14°38'14"W. 85.00 feet to the beginning of a 892.00-foot radius non-tangent curve to the left (Note: center bears S.14°38'14"E.); thence southwesterly along the arc of said curve 285.33 feet through a delta of 18°19'39" (Note: chord to said curve bears S.66°11'57"W. for a distance of 284.11 feet) to the beginning of a 1,636.61-foot radius non-tangent curve to the left (Note: center bears S.33°37'20"E.); thence southwesterly along the arc of said curve 122.77 feet through a delta of 04°17'53" (Note: chord to said curve bears S.54°13'44"W. for a distance of 122.74 feet) to the northeasterly right of way line of the existing State Route 111; thence N.39°37'25"W. 5.00 feet along said northeasterly right of way line and the beginning of a 1,641.61-foot radius non-tangent curve to the right (Note: center bears S.37°55'31"E.); thence northeasterly along the arc of said curve 123.32 feet through a delta of 04°18'15" (Note: chord to said curve bears N.54°13'36"E. for a distance of 123.29 feet) to the beginning of a 897.00-foot radius non-tangent curve to the right (Note: center bears S.32°57'59"E.); thence northeasterly along the arc of said curve 291.96 feet through a delta of 18°38'55" (Note: chord to said curve bears N.66°21'28"E. for a distance of 290.67 feet); thence S.14°38'14"E. 45.00 feet to the beginning of a 852.00-foot radius non-tangent curve to the right (Note: center bears S.14°18'03"E.); thence easterly along the arc of said curve 761.82 feet through a delta of 51°13'52" (Note: chord to said curve bears S.78°41'07"E. for a distance of 736.69 feet) to the beginning of a 1,598.34-foot radius non-tangent curve to the right (Note: center bears S.37°36'28"W.); thence southeasterly along the arc of said curve 124.71 feet through a delta of 04°28'14" (Note: chord to said curve bears S.50°09'25"E. for a distance of 124.68 feet); thence S.48°38'07"E. 3.30 feet to the beginning of a 1,402.55-foot radius non-tangent curve to the left (Note: center bears N.42°08'37"E.); thence southeasterly along the arc of said curve 109.04 feet through a delta of 04°27'16" (Note: chord to said curve bears S.50°05'01"E. for a distance of 109.02 feet) to the beginning of a 647.97-foot radius non-tangent curve to the left (Note: center bears N.36°52'11"E.); thence southeasterly along the arc of said curve 189.20 feet through a delta of 16°43'47" (Note: chord to said curve bears S.61°29'42"E. for a distance of 188.53 feet) to the beginning of a 5,793.24-foot radius non-tangent curve to the left (Note: center bears N.55°43'29"E.); thence southeasterly along the arc of said curve 73.51 feet through a delta of 00°43'37" (Note: chord to said curve bears S.34°38'20"E. for a distance of 73.51 feet) to the point of beginning. The above described part of an entire tract of land contains 56,715 square feet or 1.302 acres in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

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

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:4EC

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Corporation of the State of Delaware Grantor, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to wit:

A temporary easement, upon part of an entire tract of property, in the SW1/4SW1/4 and SE1/4SW1/4 of Section 15, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of driveway and roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of 6200 South Street known as Project No. F-2150(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three 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 part of an entire tract of land are described as follows:

Beginning at a point in the southerly right of way line of the existing 6200 South Street which point is 817.94 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 278.34 feet N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also approximately 57.00 feet radially distant southerly from the control line of said project opposite engineer station 20+02.50; and running thence S.13°54'04"E. 17.34 feet to a point in a 681.00-foot radius non-tangent curve to the left (Note: center bears S.32°48'58"W.); thence westerly along

the arc of said curve 781.15 feet through a delta of $65^{\circ}43'21''$ (Note: chord to said curve bears $S.89^{\circ}57'18''W.$ for a distance of 739.02 feet) to the beginning of a 1,434.70-foot radius non-tangent curve to the left (Note: center bears $S.33^{\circ}42'15''E.$); thence southwesterly along the arc of said curve 62.93 feet through a delta of $02^{\circ}30'47''$ (Note: chord to said curve bears $S.55^{\circ}02'22''W.$ for a distance of 62.92 feet); thence $S.06^{\circ}49'58''W.$ 33.47 feet; thence $S.39^{\circ}37'37''E.$ 211.33 feet; thence $N.89^{\circ}38'20''W.$ 15.30 feet to the northeasterly right of way line of the existing highway of State Route 111; thence $N.39^{\circ}37'25''W.$ 215.00 feet along said northeasterly right of way line to a point 48.79 feet perpendicularly distant northeasterly from the control line of State Route 111 opposite engineer station 109+78.50; thence $N.06^{\circ}18'09''E.$ 32.04 feet to a point in a 1,446.70-foot radius non-tangent curve to the right and the southerly right of way line of the existing 6200 South Street which point is 56.87 feet perpendicularly distant southeasterly from said control line opposite engineer station 10+74.50 (Note: center bears $S.36^{\circ}45'33''E.$); thence northeasterly along the arc of said curve and said southerly right of way line 77.23 feet through a delta of $03^{\circ}03'31''$ (Note: chord to said curve bears $N.54^{\circ}46'12''E.$ for a distance of 77.22 feet) to the beginning of a 693.00-foot radius non-tangent curve to the right (Note: center bears $S.32^{\circ}54'47''E.$); thence easterly along the arc of said curve and said southerly right of way line 782.38 feet through a delta of $64^{\circ}41'09''$ (Note: chord to said curve bears $N.89^{\circ}25'47''E.$ for a distance of 741.49 feet) to the point of beginning. The above described part of an entire tract of land contains 13,313 square feet or 0.306 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

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

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Special Warranty Deed (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:C

THIS SPECIAL WARRANTY DEED (hereinafter this “**Deed**”) is made as of _____, 2015, by Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc. , a Delaware corporation (“**Grantor**”), in favor of the City of West Valley, Utah (“**Grantee**”), having an address of 3600 Constitution Blvd., West Valley City, Utah 84119.

Conveyance

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor executes this Special Warranty Deed for the purpose of conveying to Grantee as follows:

Grantor hereby conveys and warrants against all who claim by, through, or under Grantor to Grantee all of Grantor’s right, title, and interest in and to the parcel of land more particularly described in Exhibit A attached hereto and incorporated by reference herein for all purposes (the “**Property**”), subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the Property and all visible and apparent matters that would be disclosed by a survey.

Grantee acknowledges and agrees that Grantor is conveying the Property to Grantee in an “AS IS”, “WHERE IS”, and “WITH ALL FAULTS” condition based solely on Grantee’s own inspection WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, other than the special warranty of title set forth in this Deed.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED,

WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (iii) ANY CONDITIONS WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, OR OTHERWISE, (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, CONDITION, COMPOSITION OR AMOUNT OF THE PROPERTY; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; AND (vi) ANY GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY.

WITHOUT LIMITING THE FOREGOING, GRANTOR DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (as hereinafter defined) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONVERSATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE CLEAN AIR ACT, ANY SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (collectively, the "**Hazardous Substance Laws**"). For purposes of this Deed, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any hazardous substance laws. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND NOT ON ANY INFORMATION MADE AVAILABLE TO GRANTEE BY GRANTOR.

Except with respect to representations and warranties expressly set forth in this Deed, Grantee or anyone claiming by, through or under Grantee, hereby fully waives and releases Grantor, its affiliated companies, and their respective employees, officers, directors, representatives, attorneys and agents from any and all claims, liabilities, damages, losses, penalties, fines, costs (including, without limitation, reasonable attorneys' and paralegals' fees, court costs and costs of experts), causes of action, and remedies arising from or related to any defects or other conditions affecting the Property. Grantee further acknowledges and agrees that this waiver and release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

Grantee hereby assumes payment of the ad valorem taxes for 2016 and all subsequent years.

EXHIBIT A

A parcel of land in fee for the widening of the existing 6200 South Street known as Project No. F-2150(1)0, being part of an entire tract of property situate in the SW1/4SW1/4 of Section 15, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the northwesterly right of way line of the existing 6200 South Street which point is 1,398.34 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 463.56 feet N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also approximately 57.00 feet perpendicularly distant northerly from the control line of said project opposite engineer station 13+85.00; and running thence southwesterly along the arc of a 807.00-foot radius non-tangent curve to the left along said northerly right of way line (Note: center bears S.15°24'04"E.) 246.90 feet through a delta of 17°31'45" (Note: chord to said curve bears S.65°50'03"W. for a distance of 245.93 feet) to a point in a 1,551.61-foot radius non-tangent curve to the left along said northerly right of way line (Note: center bears S.33°38'26"E.); thence southwesterly along the arc of said curve 113.37 feet through a delta of 04°11'11" (Note: chord to said curve bears S.54°15'59"W. for a distance of 113.35 feet) to the easterly right of way line of the existing highway State Route 111; thence N.39°37'25"W. 65.03 feet along said easterly right of way line to the beginning of a 1,616.61-foot radius non-tangent curve to the right (Note: center bears S.37°53'57"E.) to a point 48.80 feet perpendicularly distant northeasterly from the control line of said State Route 111 opposite engineer station 111+80.84; thence northeasterly along the arc of said curve 120.56 feet through a delta of 04°16'22" (Note: chord to said curve bears N.54°14'14"E. for a distance of 120.53 feet) to the beginning of a 872.00-foot radius non-tangent curve to the right (Note: center bears S.32°57'26"E.) to a point 122.00 feet radially distant northwesterly from the control line of said project opposite engineer station 11+55.19; thence northeasterly along the arc of said curve 267.19 feet through a delta of 17°33'22" (Note: chord to said curve bears N.65°49'15"E. for a distance of 266.15 feet) to a point 122.00 feet radially distant northwesterly from the control line of said project opposite engineer station 13+85.00; thence S.15°24'04"E. 65.00 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 parcel of land contains 24,310 square feet or 0.558 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:E

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Corporation of the State of Delaware Grantor, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to wit:

A perpetual easement, upon part of an entire tract of property, in the SW1/4SW1/4 of Section 15, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of installing, maintaining clear of hazards, operating, repairing, removing, replacing, and relocating thereon public utility facilities and appurtenant parts thereof including, but not limited to ATMS fiber optic conduit, electrical service and distribution lines, culinary and irrigation water facilities; and highway appurtenances including, but not limited to slopes, street and signal lighting facilities, directional and traffic information signs and includes the rights of ingress and egress within the easement by employees, contractors, agents, and assigns of the Utah Department of Transportation, to facilitate the construction of the existing 6200 South Street known as Project No. F-2150(1)0. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the easterly right of way line of the existing highway State Route 111 which point is 1,713.67 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 294.69 feet N.00°21'40"E. to the intersection of the northerly right of way line of 6200 South Street and said easterly right of way line and 455.69 feet N.39°37'25"W. along said easterly right of way line from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also approximately 48.83 feet perpendicularly distant easterly from the control line of said project opposite

engineer station 115+71.50; and running thence N.39°37'25"W. 792.00 feet along said easterly right of way line; thence S.44°15'49"E. 224.23 feet; thence S.39°47'44"E. 340.00 feet; thence S.34°49'49"E. 229.30 feet to the point of beginning. The above described part of an entire tract of land contains 10,557 square feet or 0.242 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

It is agreed hereby, that the Owners, by consent of the Utah Department of Transportation, shall have the right to lessen but not to increase the vertical distance or grade of said cut and/or fill slopes.

After said public utilities and appurtenant parts thereof are constructed on the above described part of an entire tract at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against public utilities not owned or operated by the Utah Department of Transportation and appurtenant parts thereof.

The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

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

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:EC

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Corporation of the State of Delaware Grantor, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the SW1/4SW1/4 and the NW1/4SW1/4 of Section 15 and the NE1/4SE1/4 of Section 16, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of driveway and roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of 6200 South Street known as Project No. F-2150(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three 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 part of an entire tract of land are described as follows:

Beginning at a point in the northeasterly right of way line of the existing highway State Route 111 which point is 1,713.67 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 294.69 feet N.00°21'40"E. to the intersection of the northerly right of way line of 6200 South Street and said northeasterly right of way line and 336.02 feet N.39°37'25"W. along said easterly right of way line from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also

approximately 48.82 feet perpendicularly distant easterly from the control line of said project opposite engineer station 114+51.82; and running thence N.39°37'25"W. 119.68 feet along said northeasterly right of way line; thence N.34°49'49"W. 229.30 feet; thence N.39°47'44"W. 340.00 feet; thence N.44°15'49"W. 224.23 feet to said northeasterly right of way line; thence N.39°37'25"W. 123.61 feet along said northeasterly right of way line; thence S.44°15'49"E. 347.83 feet; thence S.39°47'44"E. 340.83 feet; thence S.34°49'49"E. 348.99 feet to the point of beginning. The above described part of an entire tract of land contains 9,156 square feet or 0.210 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

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

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Special Warranty Deed (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:SC

THIS SPECIAL WARRANTY DEED (hereinafter this “**Deed**”) is made as of _____, 2015, by Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation (“**Grantor**”), in favor of the City of West Valley, Utah (“**Grantee**”), having an address of 3600 Constitution Blvd., West Valley City, Utah 84119.

Conveyance

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor executes this Special Warranty Deed for the purpose of conveying to Grantee as follows:

Grantor hereby conveys and warrants against all who claim by, through, or under Grantor to Grantee all of Grantor’s right, title, and interest in and to the parcel of land more particularly described in Exhibit A attached hereto and incorporated by reference herein for all purposes (the “**Property**”), subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the Property and all visible and apparent matters that would be disclosed by a survey.

Grantee acknowledges and agrees that Grantor is conveying the Property to Grantee in an “AS IS”, “WHERE IS”, and “WITH ALL FAULTS” condition based solely on Grantee’s own inspection WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, other than the special warranty of title set forth in this Deed.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED,

WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (iii) ANY CONDITIONS WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, OR OTHERWISE, (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, CONDITION, COMPOSITION OR AMOUNT OF THE PROPERTY; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; AND (vi) ANY GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY.

WITHOUT LIMITING THE FOREGOING, GRANTOR DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (as hereinafter defined) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONVERSATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE CLEAN AIR ACT, ANY SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (collectively, the "**Hazardous Substance Laws**"). For purposes of this Deed, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any hazardous substance laws. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND NOT ON ANY INFORMATION MADE AVAILABLE TO GRANTEE BY GRANTOR.

Except with respect to representations and warranties expressly set forth in this Deed, Grantee or anyone claiming by, through or under Grantee, hereby fully waives and releases Grantor, its affiliated companies, and their respective employees, officers, directors, representatives, attorneys and agents from any and all claims, liabilities, damages, losses, penalties, fines, costs (including, without limitation, reasonable attorneys' and paralegals' fees, court costs and costs of experts), causes of action, and remedies arising from or related to any defects or other conditions affecting the Property. Grantee further acknowledges and agrees that this waiver and release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

Grantee hereby assumes payment of the ad valorem taxes for 2016 and all subsequent years.

EXHIBIT A

A tract of land in fee, situate in the SE1/4SW1/4 of Section 15, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the northerly right of way line of the former 6200 South Street and the southerly right of way line of the existing 6200 South Street which point is 474.70 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 24.75 feet N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also approximately 57.01 feet radially distant southwesterly from the control line of 6200 South Street opposite engineer station 24+26.29; and running thence N.89°38'20"W. 296.05 feet along said northerly right of way line parallel with and 24.75 feet perpendicularly distant northerly from said monument line to the beginning of a 20.00-foot radius curve to the right 53.00 feet radially distant easterly from the control line of the access road opposite engineer station 0+24.75; thence northwesterly along the arc of said curve 31.42 feet through a delta of 90°00'00" (Note: chord to said curve bears N.44°38'20"W. for a distance of 28.28 feet) to a line parallel with and 33.00 feet perpendicularly distant easterly from said control line opposite engineer station 0+44.75; thence N.00°21'40"E. 37.89 feet along said parallel line to the beginning of a 267.00-foot radius curve to the right, concentric with said control line opposite engineer station 0+82.64; thence northerly along the arc of said curve 130.70 feet through a delta of 28°02'51" (Note: chord to said curve bears N.14°23'06"E. for a distance of 129.40 feet) to a point opposite engineer station 2+29.50; thence N.79°29'05"E. 30.96 feet to a point in the southerly right of way line of the existing 6200 South Street and a 1,514.07-foot radius non-tangent curve to the right (Note: center bears S.39°35'12"W.) which point is 57.10 feet perpendicularly distant southwesterly from the control line of said 6200 South Street opposite engineer station 21+20.50; thence along said southerly right of way line the following four (4) courses: (1) southeasterly along the arc of said curve 64.66 feet through a delta of 02°26'49" (Note: chord to said curve bears S.49°11'23"E. for a distance of 64.66 feet) to a point 57.00 feet radially distant southwesterly from said control line opposite engineer station 21+86.57; thence (2) S.48°38'06"E. 3.27 feet to the beginning of a 1,620.03-foot radius non-tangent curve to the left (Note: center bears N.41°59'48"E.) 57.00 feet perpendicularly distant southwesterly from said control line opposite engineer station 21+89.85; thence (3) southeasterly along the arc of said curve 121.21 feet through a delta of 04°17'12" (Note: chord to said curve bears S.50°08'49"E. for a distance of 121.18 feet) to the beginning of a 807.00-foot radius non-tangent curve to the left (Note: center bears N.36°54'41"E.) 57.00 feet radially distant southwesterly from said control line opposite engineer station 23+06.63; thence (4) southeasterly along the arc of said curve 128.76 feet through a delta of 09°08'29" (Note: chord to said curve bears S.57°39'34"E. for a distance of 128.62 feet) to the point of beginning. The above described parcel of land contains 32,087 square feet or 0.737 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

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

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-326-002
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100B:EC

Orbital ATK, Inc, a Delaware corporation, formerly known as to Alliant Techsystems, Inc., a Corporation of the State of Delaware Grantor, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the SE1/4SW1/4 and the SW1/4SE1/4 of Section 15, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of driveway and roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of 6200 South Street known as Project No. F-2150(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three 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 part of an entire tract of land are described as follows:

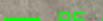
Beginning at the southeast corner of said entire tract in the northerly right of way line of the existing 6200 South Street which corner is 118.66 feet S.89°38'17"E. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 8.83 feet S.00°04'51"E. along the north-south quarter section line of said section to the South Quarter Corner of said Section 15, as calculated using evidence on the ground coupled with a survey filed as S89-01-0017 with the Salt Lake County Surveyor's office and 68.35 feet S.89°49'51"E. along the southerly section line of said section and 57.00 feet N.00°06'25"W. from the Salt Lake County Monument

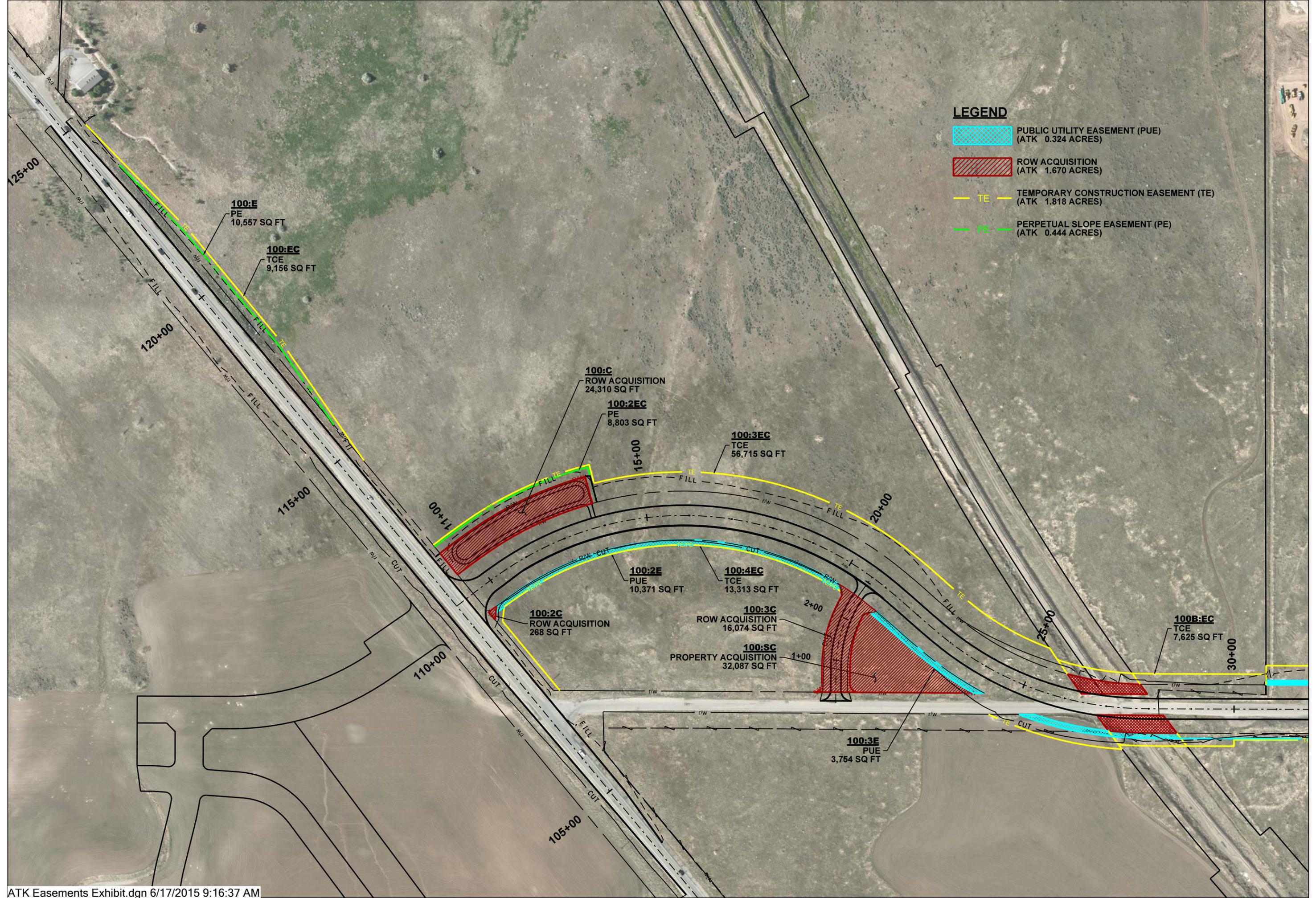
stamped 228-A, referencing the South Quarter Corner of Section 15, said corner is also approximately 57.00 feet perpendicularly distant northerly from the control line of said project opposite engineer station 30+75.08; and running thence along said northerly right of way line the following three (3) courses: (1) N.89°49'51"W. 68.32 feet; thence (2) N.89°50'30"W. 160.66 feet to the beginning of a 2,351.61-foot radius non-tangent curve to the right (Note: center bears N.00°08'17"W.); thence (3) westerly along the arc of said curve 66.70 feet through a delta of 01°37'30" (Note: chord to said curve bears N.89°19'32"W. for a distance of 66.70 feet) to the easterly right of way line of the Kennecott Railroad to a point in a 5,668.24-foot radius non-tangent curve to the right (Note: center bears N.53°48'16"E.) 56.59 feet perpendicularly distant northerly from said control line opposite engineer station 27+77.89; thence northwesterly along the arc of said curve and said easterly right of way line 31.74 feet through a delta of 00°19'15" (Note: chord to said curve bears N.36°02'07"W. for a distance of 31.74 feet) to a point in a 711.28-foot radius non-tangent curve to the left (Note: center bears N.02°46'38"E.); thence easterly along the arc of said curve 19.28 feet through a delta of 01°33'10" (Note: chord to said curve bears S.87°59'57"E. for a distance of 19.28 feet) to the beginning of a 2,326.61-foot radius non-tangent curve to the left (Note: center bears N.01°29'19"E.); thence easterly along the arc of said curve 66.11 feet through a delta of 01°37'41" (Note: chord to said curve bears S.89°19'32"E. for a distance of 66.11 feet); thence S.89°50'30"E. 160.83 feet along a line parallel with said northerly right of way line; thence S.89°49'51"E. 68.10 feet along a line parallel with said southerly section line to the easterly boundary line of said entire tract; thence S.00°06'25"E. 25.00 feet along said easterly boundary line to the point of beginning. The above described part of an entire tract of land contains 7,625 square feet or 0.175 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

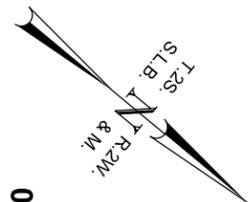
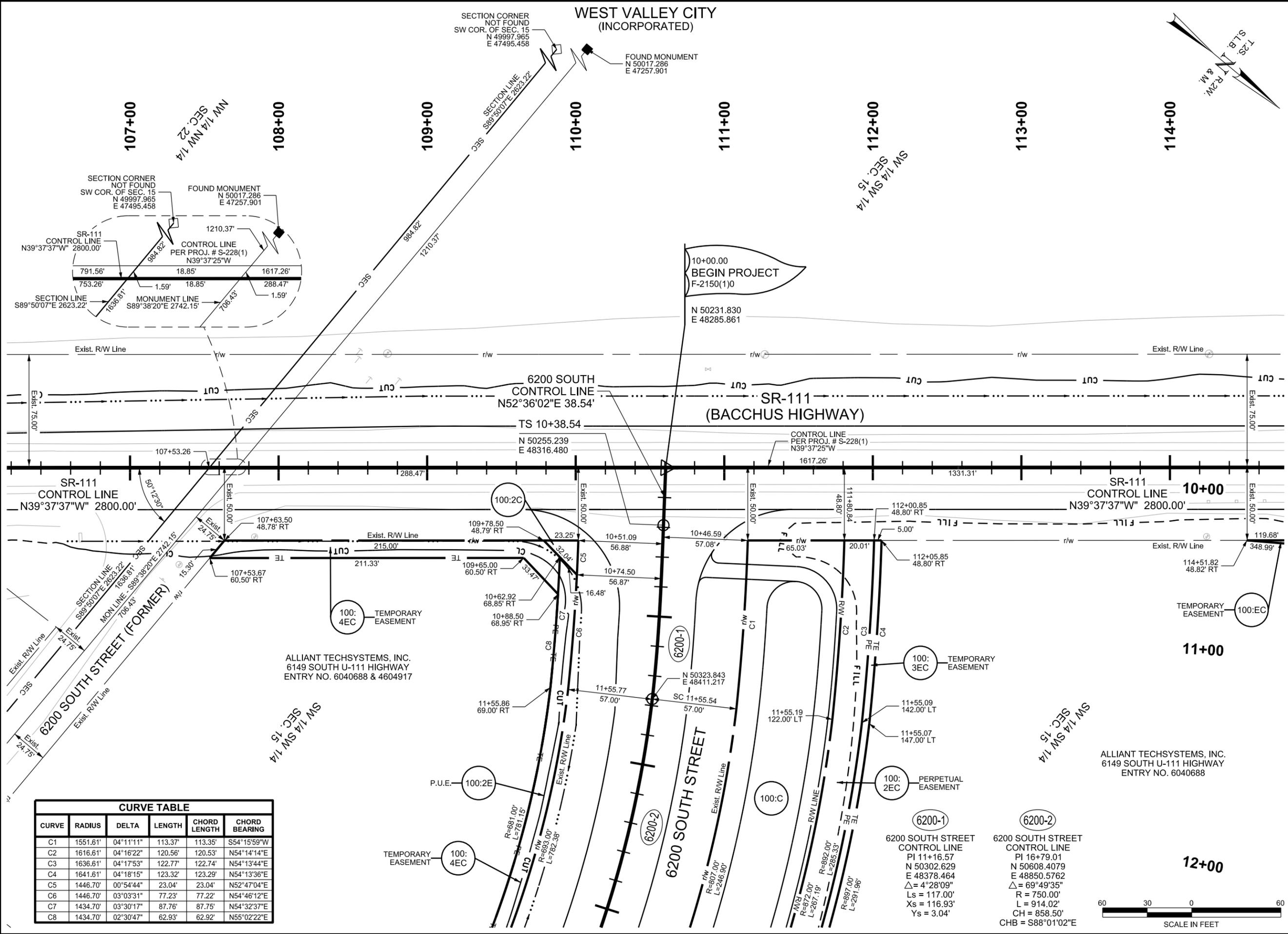
The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

LEGEND

-  PUBLIC UTILITY EASEMENT (PUE)
(ATK 0.324 ACRES)
-  ROW ACQUISITION
(ATK 1.670 ACRES)
-  TE TEMPORARY CONSTRUCTION EASEMENT (TE)
(ATK 1.818 ACRES)
-  PE PERPETUAL SLOPE EASEMENT (PE)
(ATK 0.444 ACRES)



27-MAY-2015 DGN File: \\us15-proj\projects\15008-MN-WVC-6200-South.RDW with UD01\B557_6200_SOUTH_6100_WEST_ID_SR-111.rvt of \\us15-proj\projects\15008-MN-WVC-6200-South.RDW



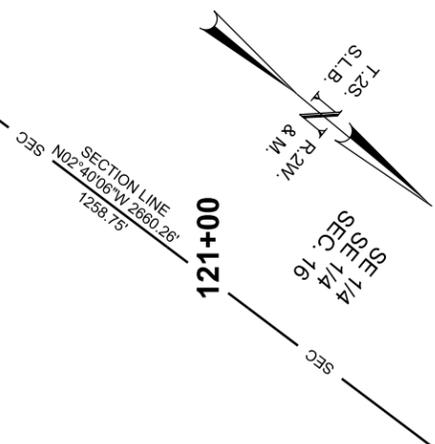
CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	1551.61'	04°11'11"	113.37'	113.35'	S54°15'59"W
C2	1616.61'	04°16'22"	120.56'	120.53'	N54°14'14"E
C3	1636.61'	04°17'53"	122.77'	122.74'	N54°13'44"E
C4	1641.61'	04°18'15"	123.32'	123.29'	N54°13'36"E
C5	1446.70'	00°54'44"	23.04'	23.04'	N52°47'04"E
C6	1446.70'	03°03'31"	77.23'	77.22'	N54°46'12"E
C7	1434.70'	03°30'17"	87.76'	87.75'	N54°32'37"E
C8	1434.70'	02°30'47"	62.93'	62.92'	N55°02'22"E



UTAH DEPARTMENT OF TRANSPORTATION		REGION 2 - MERIDIAN ENGINEERING, INC.
PROJECT 6200 SOUTH; 6100 WEST TO SR-111	PROJECT NUMBER F-2150(1)0	APPROVED DATE 05/27/2015
DRAWN BY GKD	CHECKED BY JLS	APPROVED BY DATE
RIGHT-OF-WAY PLAN		REVISIONS
SALT LAKE COUNTY		REMARKS
SHEET NO. RW-02		NO. DATE

WEST VALLEY CITY
(INCORPORATED)

SECTION CORNER
NOT FOUND
SW COR. OF SEC. 15
N 49997.965
E 47495.458



114+00

115+00

116+00

117+00

118+00

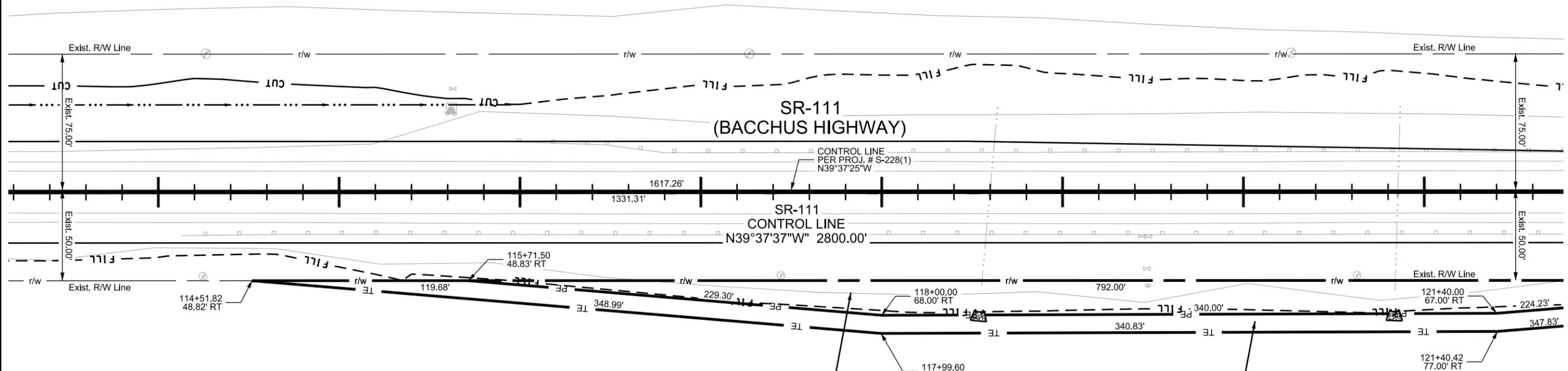
119+00

120+00

121+00

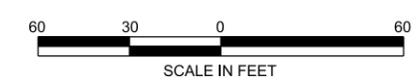
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SW 1/4 SEC. 14

SW 1/4 SEC. 16
SW 1/4 SEC. 14



ALLIANT TECHSYSTEMS, INC.
6149 SOUTH U-111 HIGHWAY
ENTRY NO. 6040688

SW 1/4 SEC. 15
SW 1/4 SEC. 14



NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC.	DRAWN BY GKD	CHECKED BY J.L.S.	DATE 05/27/2015
APPROVED	PROFESSIONAL LAND SURVEYOR		

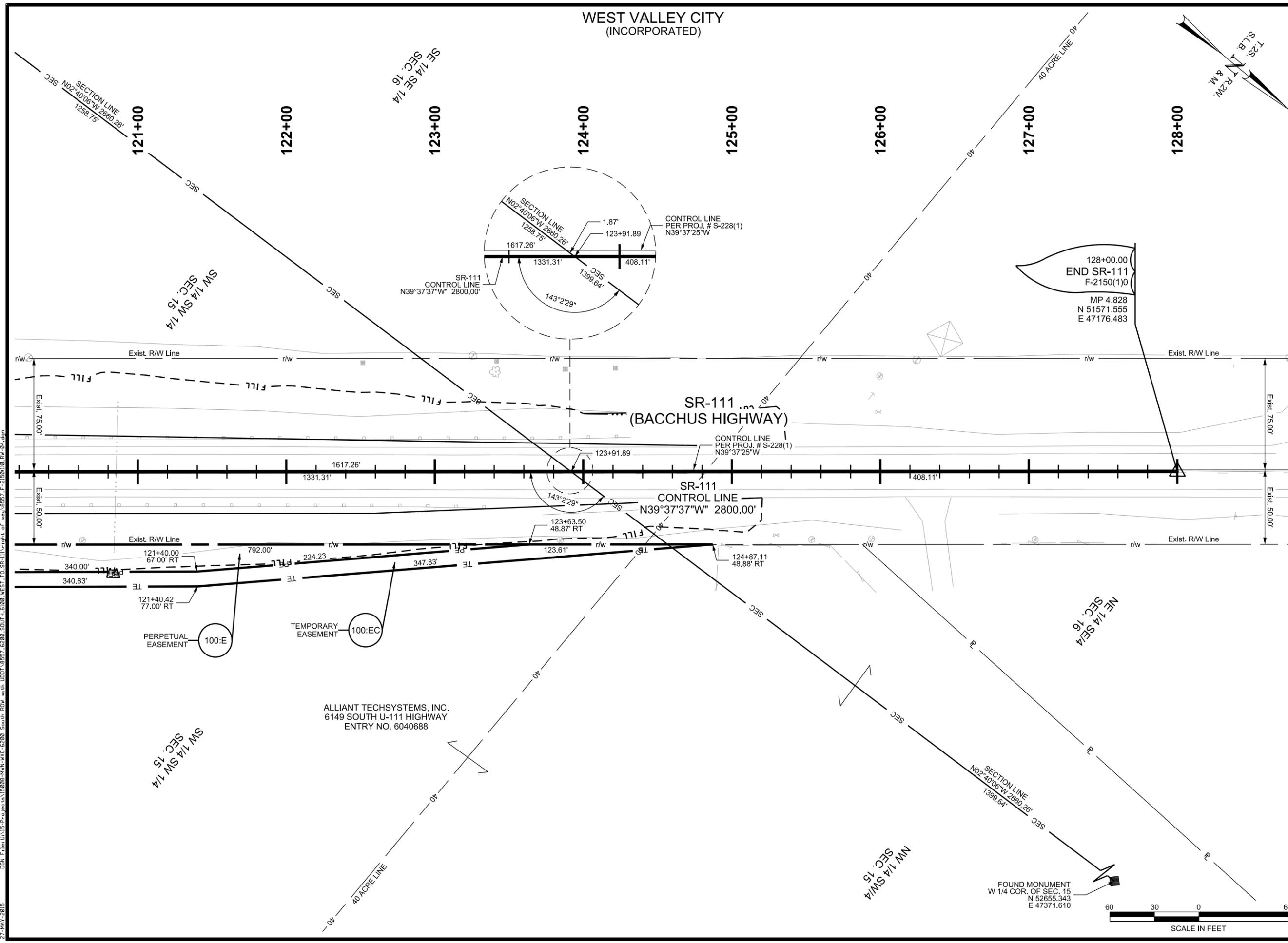
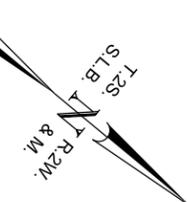
PROJECT 6200 SOUTH; 6100 WEST TO SR-111	PIN 8557
PROJECT NUMBER F-2150(1)0	RIGHT-OF-WAY PLAN

SALT LAKE COUNTY

SHEET NO. RW-03

27-MAY-2015 DGN File: U:\15-Projects\15008-MN-WV-F-2150(1)0-South RDW with UDD1\8557-F-2150(1)0-RW-03.dgn

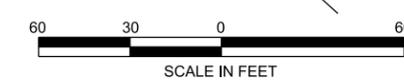
WEST VALLEY CITY
(INCORPORATED)



128+00.00
END SR-111
F-2150(1)0
MP 4.828
N 51571.555
E 47176.483

ALLIANT TECHSYSTEMS, INC.
6149 SOUTH U-111 HIGHWAY
ENTRY NO. 6040688

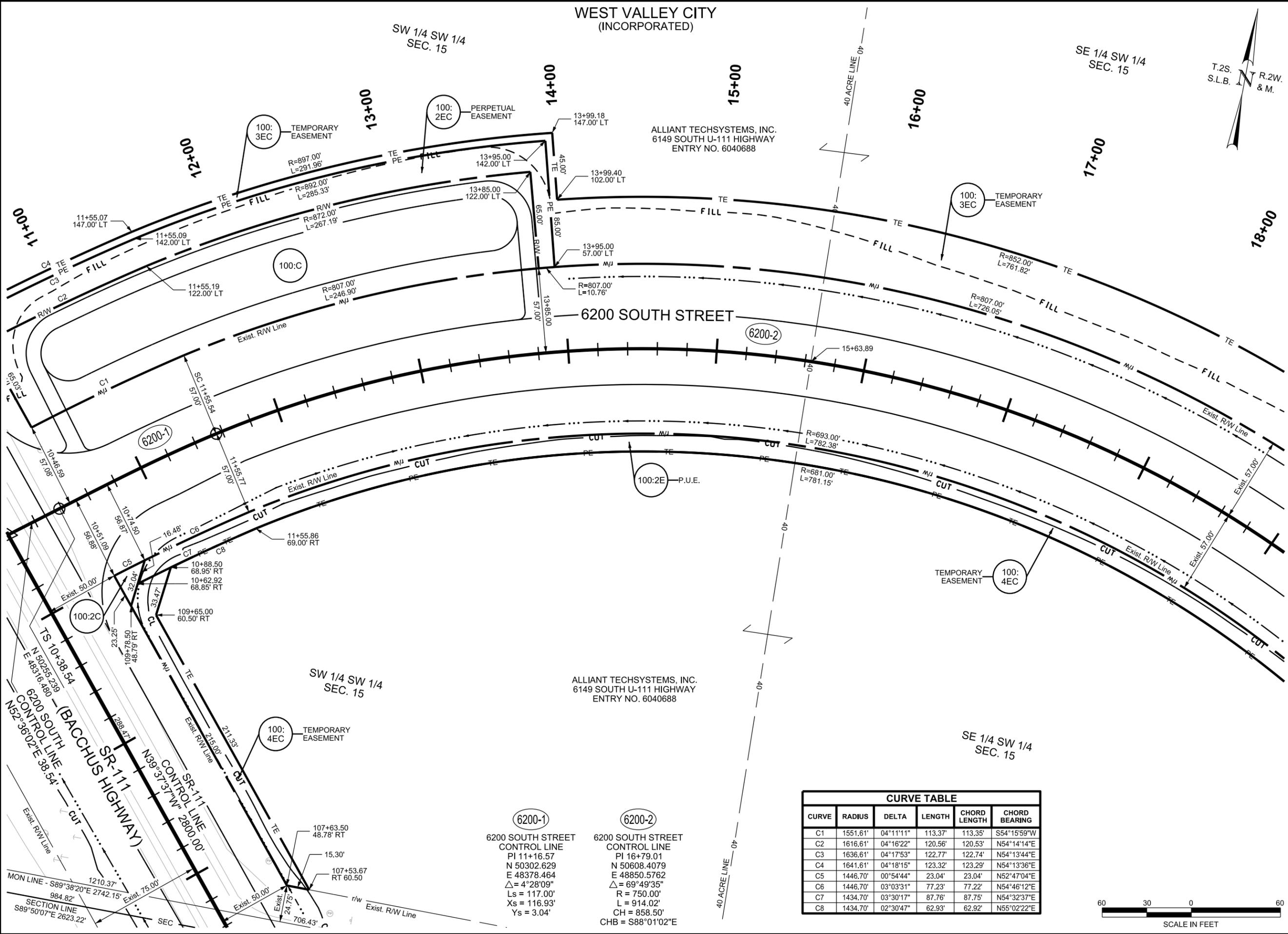
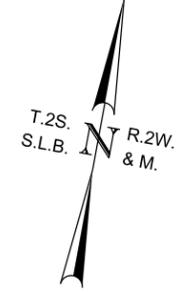
FOUND MONUMENT
W 1/4 COR. OF SEC. 15
N 52655.343
E 47371.610



UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC.		DATE	APPROVED BY	REMARKS
PROJECT	6200 SOUTH; 6100 WEST TO SR-111	DATE	05/27/2015	
PROJECT NUMBER	F-2150(1)0	CHECKED BY	J.L.S.	
RIGHT-OF-WAY PLAN		DATE	05/27/2015	
PROJECT NUMBER	8557	DATE	05/27/2015	
SALT LAKE COUNTY		DATE	05/27/2015	
SHEET NO. RW-04		DATE	05/27/2015	

27-MAY-2015 DGN File: U:\15-Projects\15008-MN-WV-6200 South RDW with UDOT\8557-F-2150(1)0 SR-111.rvt of 8557-F-2150(1)0_RW-04.dgn

WEST VALLEY CITY
(INCORPORATED)



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	1551.61'	04°11'11"	113.37'	113.35'	S54°15'59"W
C2	1616.61'	04°16'22"	120.56'	120.53'	N54°14'14"E
C3	1636.61'	04°17'53"	122.77'	122.74'	N54°13'44"E
C4	1641.61'	04°18'15"	123.32'	123.29'	N54°13'36"E
C5	1446.70'	00°54'44"	23.04'	23.04'	N52°47'04"E
C6	1446.70'	03°03'31"	77.23'	77.22'	N54°46'12"E
C7	1434.70'	03°30'17"	87.76'	87.75'	N54°32'37"E
C8	1434.70'	02°30'47"	62.93'	62.92'	N55°02'22"E

6200-1
6200 SOUTH STREET
CONTROL LINE
PI 11+16.57
N 50302.629
E 48378.464
Δ = 4°28'09"
Ls = 117.00'
Xs = 116.93'
Ys = 3.04'

6200-2
6200 SOUTH STREET
CONTROL LINE
PI 16+79.01
N 50608.4079
E 48850.5762
Δ = 69°49'35"
R = 750.00'
L = 914.02'
CH = 858.50'
CHB = S88°01'02"E



UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - MERIDIAN ENGINEERING, INC.

PROJECT: 6200 SOUTH; 6100 WEST TO SR-111
PROJECT NUMBER: F-2150(1)0
PIN: 8557

APPROVED: [Signature]
DATE: 05/27/2015

PROFESSIONAL LAND SURVEYOR: [Signature]
DATE: [Blank]
APPROVED BY: [Blank]
DATE: [Blank]

REVISIONS: [Table with columns for NO., DATE, APPROVED BY, REMARKS]

SALT LAKE COUNTY
SHEET NO. RW-05

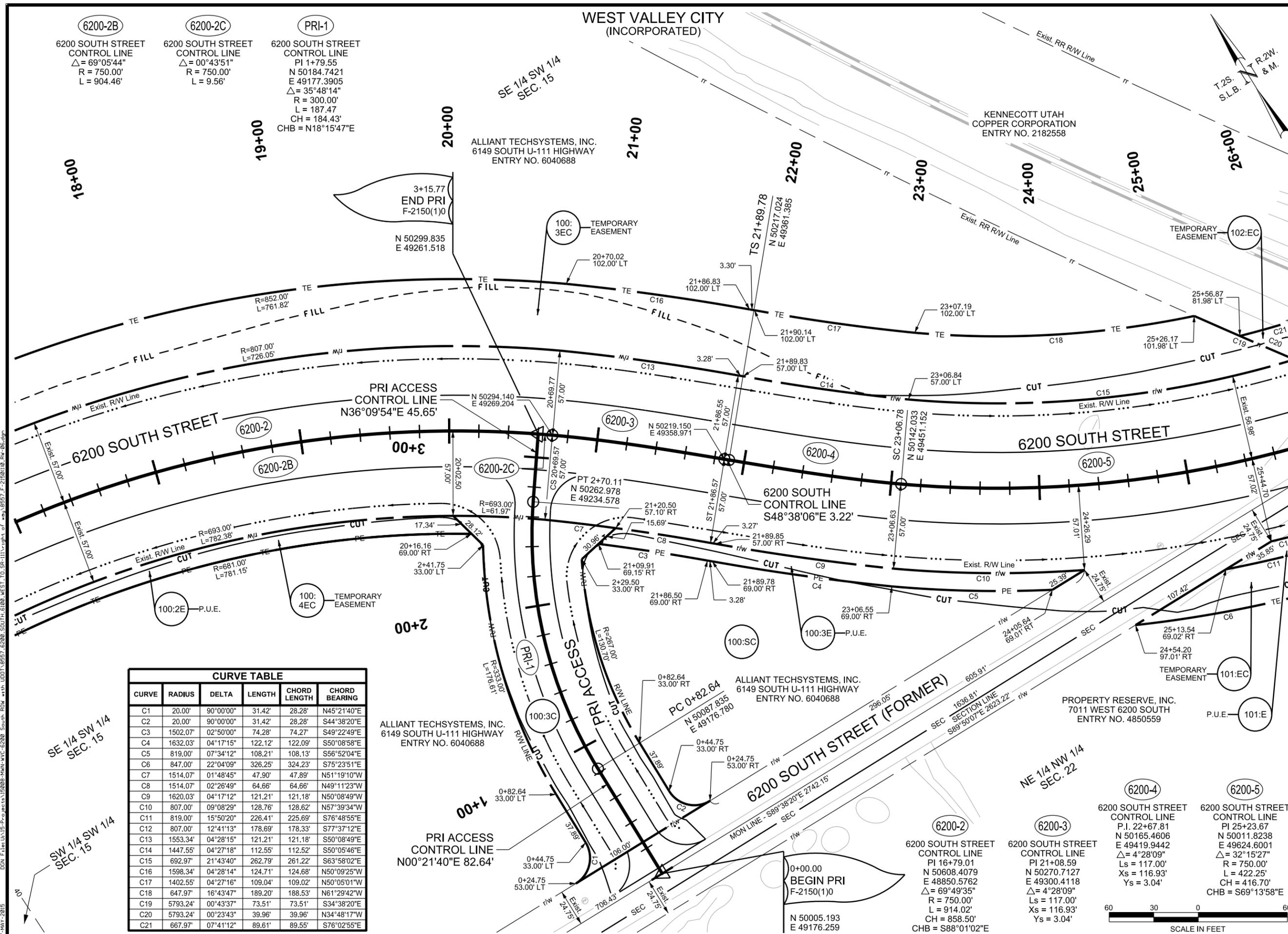
27-MAY-2015 DGN File: U:\15-Projects\15008-MN-WVC-6200 South RD + th UDOT\8557_6200 SOUTH 6100 WEST TO SR-111\right of way\8557_F-2150(1)0_RW-05.dgn

6200-2B
6200 SOUTH STREET
CONTROL LINE
Δ = 69°05'44"
R = 750.00'
L = 904.46'

6200-2C
6200 SOUTH STREET
CONTROL LINE
Δ = 00°43'51"
R = 750.00'
L = 9.56'

PRI-1
6200 SOUTH STREET
CONTROL LINE
PI 1+79.55
N 50184.7421
E 49177.3905
Δ = 35°48'14"
R = 300.00'
L = 187.47
CH = 184.43'
CHB = N18°15'47"E

WEST VALLEY CITY
(INCORPORATED)



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	20.00'	90°00'00"	31.42'	28.28'	N45°21'40"E
C2	20.00'	90°00'00"	31.42'	28.28'	S44°38'20"E
C3	1502.07'	02°50'00"	74.28'	74.27'	S49°22'49"E
C4	1632.03'	04°17'15"	122.12'	122.09'	S50°08'58"E
C5	819.00'	07°34'12"	108.21'	108.13'	S56°52'04"E
C6	847.00'	22°04'09"	326.25'	324.23'	S75°23'51"E
C7	1514.07'	01°48'45"	47.90'	47.89'	N51°19'10"W
C8	1514.07'	02°26'49"	64.66'	64.66'	N49°11'23"W
C9	1620.03'	04°17'12"	121.21'	121.18'	N50°08'49"W
C10	807.00'	09°08'29"	128.76'	128.62'	N57°39'34"W
C11	819.00'	15°50'20"	226.41'	225.69'	S76°48'55"E
C12	807.00'	12°41'13"	178.69'	178.33'	S77°37'12"E
C13	1553.34'	04°28'15"	121.21'	121.18'	S50°08'49"E
C14	1447.55'	04°27'18"	112.55'	112.52'	S50°05'46"E
C15	692.97'	21°43'40"	262.79'	261.22'	S63°58'02"E
C16	1598.34'	04°28'14"	124.71'	124.68'	N50°09'25"W
C17	1402.55'	04°27'16"	109.04'	109.02'	N50°05'01"W
C18	647.97'	16°43'47"	189.20'	188.53'	N61°29'42"W
C19	5793.24'	00°43'37"	73.51'	73.51'	S34°38'20"E
C20	5793.24'	00°23'43"	39.96'	39.96'	N34°48'17"W
C21	667.97'	07°41'12"	89.61'	89.55'	S76°02'55"E

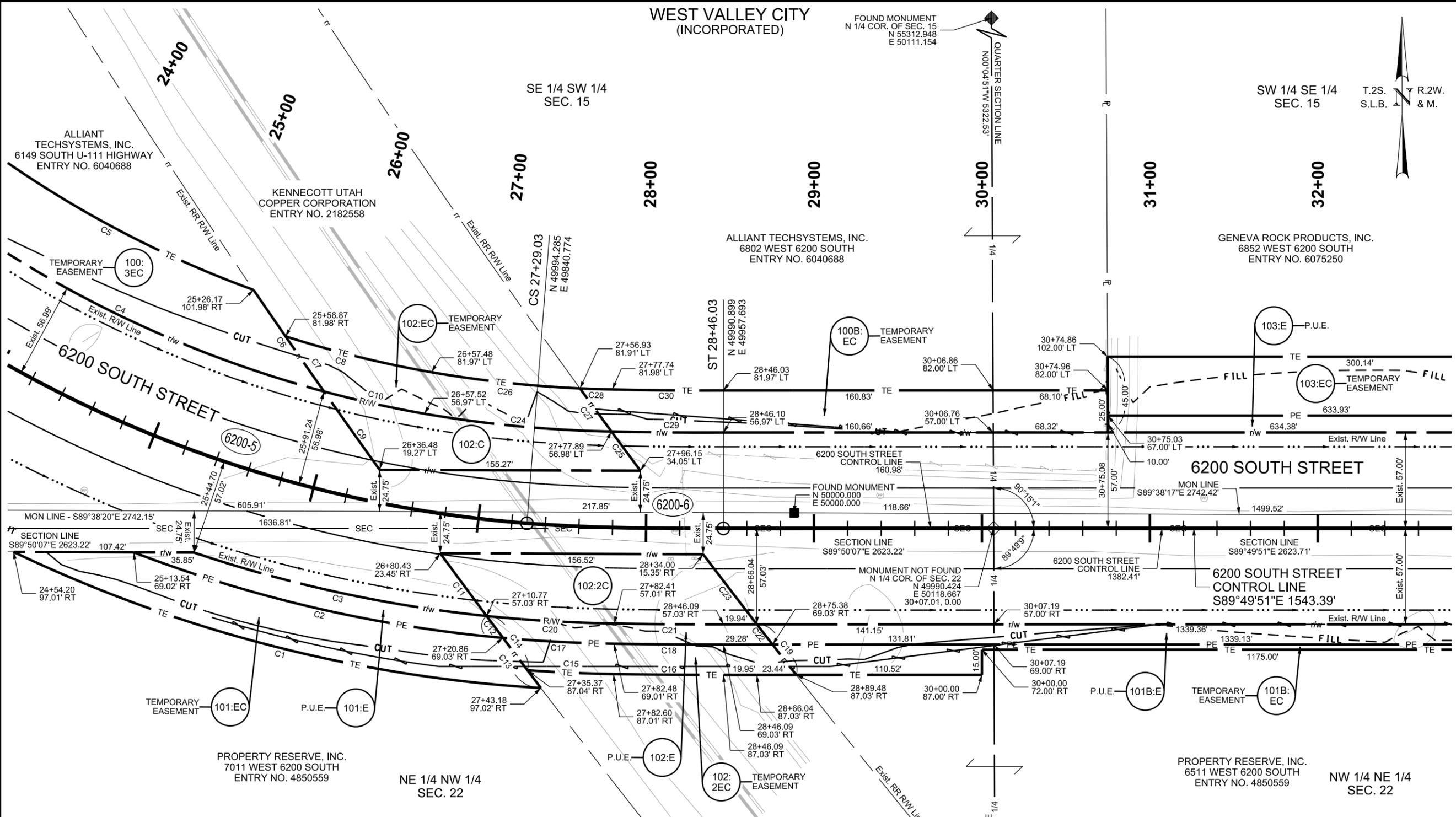
27-MAY-2015 DGN File: \\US15-PC\projects\15008\MAIN\WC-6200_South_Road.dwg with: \\UD01\B557_6200_SOUTH_6100_WEST_TO_SR-111\right_of_way\B557_F-2150(1)0_RW-06.dgn

UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC.		APPROVED	DATE
PROJECT	6200 SOUTH: 6100 WEST TO SR-111	PROJECT NUMBER	F-2150(1)0
PROJECT NUMBER	8557	DATE	05/27/2015
RIGHT-OF-WAY PLAN		PROFESSIONAL LAND SURVEYOR	J.L.S.
SALT LAKE COUNTY		DATE	05/27/2015
SHEET NO. RW-06		APPROVED BY	J.L.S.
REVISIONS		NO.	DATE
REMARKS		APPROVED BY	J.L.S.

WEST VALLEY CITY
(INCORPORATED)

FOUND MONUMENT
N 1/4 COR. OF SEC. 15
N 55312.948
E 50111.154

SW 1/4 SE 1/4
SEC. 15
T.2S.
S.L.B. R.2W.
& M.



CURVE TABLE					CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING	CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	847.00'	22°04'09"	326.25'	324.23'	S75°23'51"E	C16	4030.00'	00°55'52"	65.49'	65.49'	S89°22'00"E
C2	819.00'	15°50'20"	226.41'	225.69'	S76°48'55"E	C17	910.50'	04°09'52"	66.18'	66.16'	S86°49'08"E
C3	807.00'	12°41'13"	178.69'	178.33'	S77°37'12"E	C18	4012.00'	00°55'52"	65.19'	65.19'	S89°22'00"E
C4	692.97'	21°43'40"	262.79'	261.22'	S63°58'02"E	C19	5668.24'	00°23'05"	38.07'	38.07'	S37°50'24"E
C5	647.97'	16°43'47"	189.20'	188.53'	N61°29'42"W	C20	898.50'	04°51'24"	76.16'	76.14'	S86°28'22"E
C6	5793.24'	00°43'37"	73.51'	73.51'	S34°38'20"E	C21	4000.00'	00°55'52"	65.00'	65.00'	S89°22'00"E
C7	5793.24'	00°23'43"	39.96'	39.96'	N34°48'17"W	C22	5668.24'	00°09'13"	15.20'	15.20'	S37°43'28"E
C8	667.97'	07°41'12"	89.61'	89.55'	S76°02'55"E	C23	5668.24'	00°31'53"	52.58'	52.58'	S37°22'55"E
C9	5793.24'	00°33'54"	57.13'	57.13'	S35°17'05"E	C24	736.28'	08°42'57"	112.00'	111.90'	S84°24'47"E
C10	692.97'	05°03'50"	61.25'	61.23'	S77°21'47"E	C25	5668.24'	00°17'34"	28.96'	28.96'	S36°20'31"E
C11	5793.24'	00°27'30"	46.35'	46.35'	S36°24'12"E	C26	711.28'	07°09'53"	88.95'	88.89'	S83°38'25"E
C12	5793.24'	00°09'38"	16.23'	16.23'	S36°42'47"E	C27	5668.24'	00°19'15"	31.74'	31.74'	S36°02'07"E
C13	5793.24'	00°31'47"	53.56'	53.56'	S36°53'51"E	C28	711.28'	01°33'10"	19.28'	19.28'	S87°59'57"E
C14	5793.24'	00°23'56"	40.33'	40.33'	S36°49'56"E	C29	2351.61'	01°37'30"	66.70'	66.70'	S89°19'32"E
C15	928.50'	03°09'58"	51.31'	51.30'	S87°19'06"E	C30	2326.61'	01°37'41"	66.11'	66.11'	S89°19'32"E

6200-5
6200 SOUTH STREET
CONTROL LINE
PI 25+23.67
N 50011.8238
E 49624.6001
Δ = 32°15'27"
R = 750.00'
L = 422.25'
CH = 416.70'
CHB = S69°13'58"E

6200-6
6200 SOUTH STREET
CONTROL LINE
PI 27+68.06
N 49991.1297
E 49879.6688
Δ = 04°28'09"
Ls = 117.00
Xs = 116.93
Ys = 3.04



UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC.		APPROVED	DATE
PROJECT	6200 SOUTH; 6100 WEST TO SR-111	PROJECT NUMBER	F-2150(1)0
PROJECT NUMBER	8557	DATE	05/27/2015
RIGHT-OF-WAY PLAN		PROFESSIONAL LAND SURVEYOR	
SALT LAKE COUNTY		DATE	
SHEET NO. RW-07		APPROVED BY	
REVISIONS		NO.	DATE
DRAWN BY		GKD	
CHECKED BY		JLS	
APPROVED BY			
REMARKS			

27-MAY-2015 D:\net\us\p\projects\15008-MN-WVC-6200_SOUTH_6100_WEST_TO_SR-111\right of way\8557_F-2150(1)0_RW-07.dgn

Item #:	
Fiscal Impact:	\$10,723.68 (6.77% of Actual Cost)
Funding Source:	STP Funds/Road Impact Fees
Account #:	31-7580-40750-75147-0000
Budget Opening Required:	No

ISSUE:

Authorization, acceptance and execution of a Right-of-way Contract and a Fence Agreement, along with the acceptance of a Quit Claim Deed, two Public Utility Easements, and two Temporary Construction Easements.

SYNOPSIS:

Property Reserve, Inc. (f/k/a Deseret Title Holding Corporation), a Utah nonprofit corporation has signed a Right-of-way Contract, a Fence Agreement, and a Quit Claim Deed, and will sign two Public Utility Easements, and two Temporary Construction Easements for properties located at 6511 and 7011 West 6200 South (20-22-126-003-4001 and 20-22-201-002-4001).

BACKGROUND:

The Property Reserve, Inc. (f/k/a Deseret Title Holding Corporation) parcels are two of the properties affected by the 6200 South Extension Project. This project will extend 6200 South from Mountain View Corridor to SR-111. The acquisition includes one 1.212 acre parcel, along with two Public Utility Easement and two Temporary Construction Easements. Compensation for the purchase of the property and easements is \$158,400.00 based upon the appraisal report by Integra Realty Resources.

The project is being funded under the Surface Transportation Program (STP) with federal funds. Under a previously executed federal aid agreement, West Valley City is responsible for 6.77% of all project costs, including right of way. With the total value of the right-of-way and easements for this acquisition being \$158,400.00, the West Valley City share of these easements will be \$10,723.68 plus a portion of the closing costs.

RECOMMENDATION:

Accept Quit Claim Deed, Public Utility Easements, and Temporary Construction Easements and authorize Mayor to execute Right-of-way Contract (two copies) and a Fence Agreement. Recording of documents and distribution of funds will be handled through a title company.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND FENCE AGREEMENT WITH PROPERTY RESERVE, INC., (fka DESERET TITLE HOLDING CORPORATION), ALONG WITH ACCEPTANCE OF QUIT CLAIM DEED, TWO PUBLIC UTILITY EASEMENTS AND TWO TEMPORARY CONSTRUCTION EASEMENTS FOR PROPERTIES LOCATED AT 6511 AND 7011 WEST 6200 SOUTH.

WHEREAS, Property Reserve, Inc. (fka Deseret Title Holdings Corporation) (herein “Property Reserve) owns property located at 6511 and 7011 West 6200 South, in West Valley City (the “Property”); and

WHEREAS, the Property is affected by the 6200 South Extension Project; and

WHEREAS, the City desires to acquire a portion of the Property for the 6200 South Extension Project (the “Project”);

WHEREAS, Property Reserve has agreed to sell the Property to the City; and

WHEREAS, an agreement has been prepared for execution by and between the City and Property Reserve. This agreement, which is attached hereto and entitled “West Valley City Right of Way Contract,” 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 authorize the execution of the above-referenced Agreement;

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

1. That the above-referenced document entitled “West Valley City Right of Way Contract,” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept the Quit Claim Deed, Public Utility Easements and Temporary Construction Easements in substantially the form attached, subject to approval of the final form of the Agreements by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED, MAIL TO:
West Valley City
3600 South Constitution Boulevard
West Valley City, Utah 84119

Quit Claim Deed

(Corporation)
Salt Lake County

Tax ID No.	20-22-201-002
PIN No.	8557
Project No.	F-2150(1)0
Parcel No.	2150:101B:C

Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah nonprofit corporation, Grantor, hereby bad doc type to WEST VALLEY CITY, at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel _____ of _____ land _____ in _____ Salt Lake _____ County, State of Utah, to-wit:

See **Exhibits A and B** attached hereto and incorporated by reference herein

SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, taxes and assessments, and all other matters of record or enforceable at law or in equity.

GRANTOR SPECIFICALLY RESERVES, excepts and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following-minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, Grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance. Grantor cannot exercise the mineral rights from the surface of the real property described on Exhibit A or in the upper two hundred fifty (250) feet of the subsurface or engage in any activity that will weaken the stability of the road.

RESERVING unto Grantor any water rights or rights to the use of water whether appurtenant to the Property or not in which Grantor may have an interest. Grantor does not intend by this deed to transfer any water rights or rights to the use of water and it is Grantor's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication. However, the construction of a roadway and storm drain system, installation and operation of utilities, and other activities incident to the operation of utilities or a public street shall not be construed as an interference with or violation of any water rights belonging to the Property.

A parcel of land in fee for the widening of the existing highway 6200 South Street known as Project No. F-2150(1)0, being part of an entire tract of property situate in the NE1/4NE1/4 of Section 22, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southerly right of way line of the existing 6200 South Street which point is 118.66 feet S.89°38'17"E. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 8.83 feet S.00°04'51"E. along the north-south quarter section line of said section to the North Quarter Corner of said Section 22, as calculated using evidence on the ground coupled with a survey filed as S89-01-0017 with the Salt Lake County Surveyor's office and 1,339.54 feet S.89°49'51"E. along the northerly section line of said section and 57.00 feet S.00°10'09"W. and 300.00 feet S.87°35'36"E. along said southerly right of way line and 53.60 feet N.89°45'15"E. along the southerly right of way line and non-access line of the Mountain View Corridor, State Route 85 from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 72.13 feet perpendicularly distant southerly from the control line of said project opposite engineer station 47+00.00; and running thence N.89°45'16"E. 125.11 feet along said southerly right of way line and non-access line to the westerly right of way line of said Mountain View Corridor; thence S.00°33'33"E. 475.82 feet along said westerly right of way line to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 48+31.15; thence N.89°49'51"W. 71.15 feet to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+60.00; thence N.44°49'51"W. 56.57 feet to a point 507.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence N.00°10'09"E. 295.00 feet to a point 212.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence N.18°15'56"W. 63.25 feet to a point 152.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence N.00°10'09"E. 79.87 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 52,804 square feet or 1.212 acres in area, more or less.

Ck by JJB 29 Oct 2015

(Note: All bearings in the above description equal highway bearings.)



PUBLIC UTILITY EASEMENT

This PUBLIC UTILITY EASEMENT (this "Utility Easement") is dedicated and effective as of the _____ day of _____, 2016 (the "Effective Date"), by PROPERTY RESERVE, INC., a Utah nonprofit corporation ("Grantor").

RECITALS

- A. Grantor is the owner of certain real property located in the West Valley City, Salt Lake County, Utah (the "Grantor Property").
- B. Grantor desires to dedicate a perpetual public utility easement on, over, across, under and through certain portions of Grantor's Property more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area"), for the purposes set forth by Utah Code Section 54-3-27 (the "PUE Statute").
- C. Grantor is willing to dedicate such easement subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

1. **Grant of Easement.** Grantor does hereby dedicate, without warranty, a public utility easement on, over, under and across the Easement Area for the purposes set forth in the PUE Statute (the "Utility Improvements"). Utility Improvements shall be constructed and placed underground and not be visible from the surface of the Grantor Property where practical. All costs of the Utility Improvements and all construction, replacement, relocation, removal, use, maintenance and/or repair thereof, shall be the sole responsibility of the public utility installing or maintaining the Utility Improvements except as set forth by the PUE Statute.
2. **Access.** Access to the Easement Area is solely for the purposes permitted by this Utility Easement and the PUE Statute. Users of this Utility Easement hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by said users. In the event of any maintenance, repair, or restoration work on the Easement Area, said work shall be performed on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency).

3. **Reservation by Grantor.** Notwithstanding anything to the contrary stated herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with this Utility Easement, subject to the limitations set forth in Utah Code Section 54-3-27(3).
4. **Condition of Easement Area.** Grantor dedicates the Utility Easement over the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area.
5. **Maintenance and Restoration.** Public utilities using this Utility Easement (herein "User" or "Users") are solely responsible for the maintenance and repair of all Utility Improvements within said Utility Easement. Users shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by said Users, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by said Users.
6. **Construction of the Improvements.** Users will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future.
7. **Indemnification by Users.** Users of this Utility Easement hereby agree to indemnify, save, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by, or under control with Grantor, and its and their Affiliates' officers, directors, employees, managers, members, agents and servants ("Affiliates") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by Grantor or its Affiliates as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, (i) the use of the Easement Area by said Users; (ii) any entry onto the Easement Area by said Users; and (iii) any work performed on the Easement Area by said Users, except to the extent caused directly by Grantor and/or its Affiliates. In no case shall any User be required to indemnify Grantor for any damages as set forth above caused by or arising out of, either directly or indirectly, the work or maintenance performed by another User, by Grantor, or by any third party acting without the authorization of said User.
8. **Liens.** No User shall encumber the Easement Area and the Grantor Property with any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under said User. Any User encumbering the Easement Area or Grantor property by such a lien shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Easement Area and/or the Grantor Property pertaining to any work performed, materials furnished, or obligations incurred by,

through, for, or under said User or any of said User's Agents. Any such liens shall be released of record within thirty (30) days.

9. **Miscellaneous.** If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred the preparation and prosecution of such action or proceeding. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for the general public or for any public purpose whatsoever, except as explicitly set forth herein. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. Grantor shall have the right to perform and act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication) except as explicitly set forth herein occurs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR

PROPERTY RESERVE, INC.,
a Utah nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this _____ day of _____, 20__ personally appeared before me _____, personally known to me to be the _____ of Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah nonprofit corporation, who acknowledged before me that he signed the foregoing instrument as for said corporation.

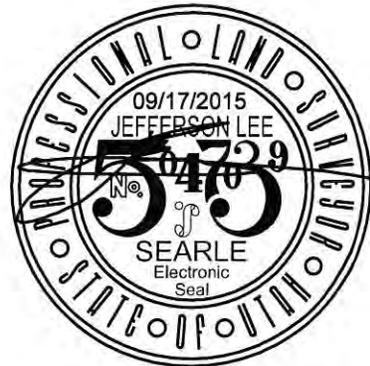
Notary Public

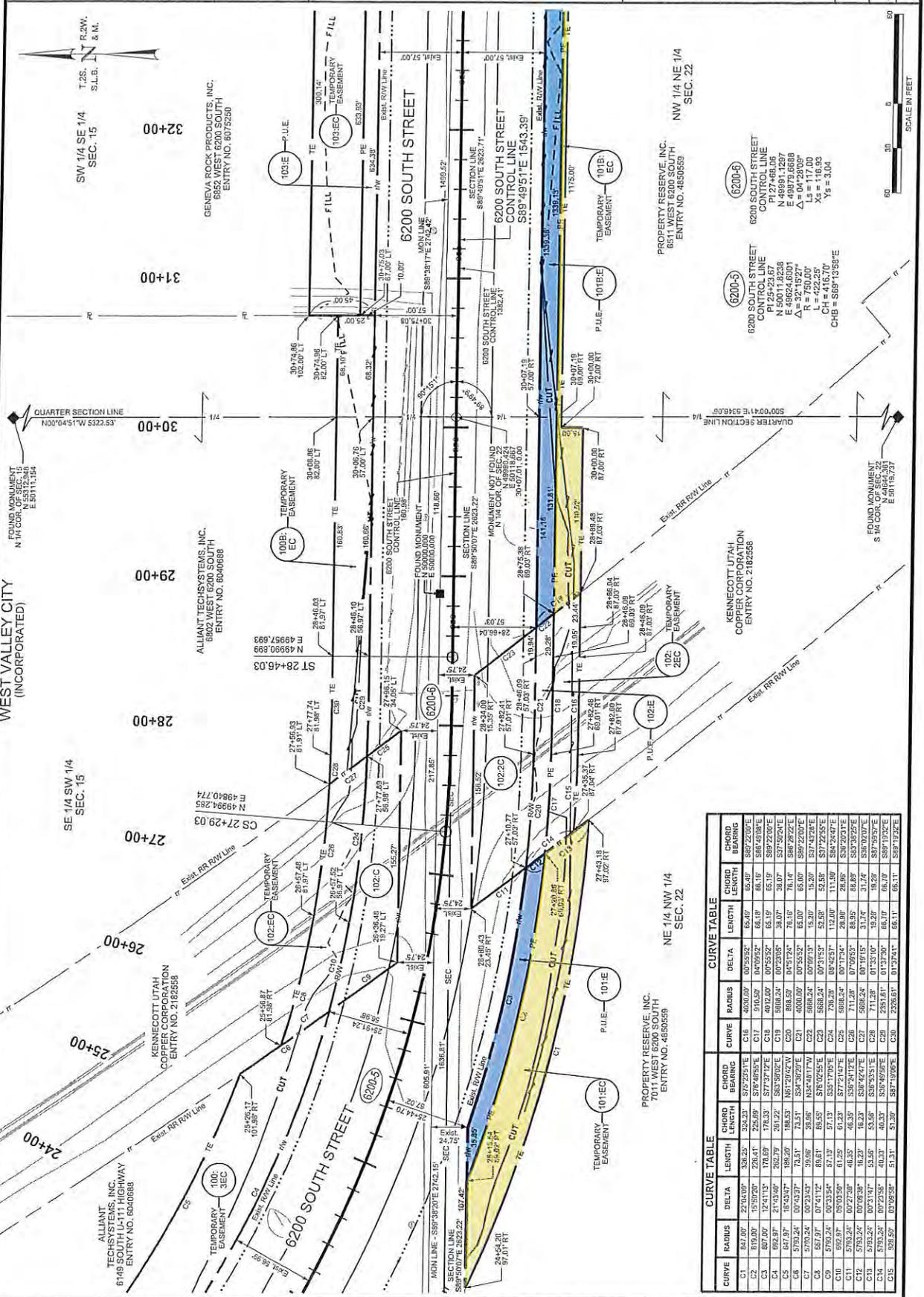
The Easement, upon part of an entire tract of property, in the NW1/4NE1/4 and the NE1/4NE1/4 and the NE1/4NW1/4 of Section 22, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at the intersection of the southerly right of way line of the existing 6200 South Street and the easterly right of way line of the Kennecott Railroad which point is 54.24 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 24.75 feet S.00°21'40"W. and 52.58 feet southeasterly along the arc of a 5,668.24-foot radius non-tangent curve to the right along said easterly right of way line (Note: center bears N.52°53'02"E.) through a delta of 00°31'53" (Note: chord to said curve bears S.37°22'55"E. for a distance of 52.58 feet) from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 57.03 feet perpendicularly distant southerly from the control line of said project opposite engineer station 28+66.04; and running thence along said southerly right of way line the following three (3) courses: (1) S.89°50'35"E. 141.15 feet; thence (2) S.89°49'51"E. 1,339.36 feet parallel with the northerly section line of said section; thence (3) S.87°35'36"E. 300.00 feet to the southerly right of way line and non-access line of the Mountain View Corridor, State Route 85; thence N.89°45'14"E. 53.60 feet along said southerly right of way line and non-access line to a point 72.13 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence S.00°10'09"W. 12.00 feet to a point 84.13 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence S.89°45'16"W. 53.80 feet; thence N.87°35'36"W. 300.03 feet; thence N.89°49'51"W. 1,339.13 feet along a line parallel with said northerly section line; thence N.89°50'35"W. 131.81 feet to a point in a 5,668.24-foot radius non-tangent curve to the right along said easterly right of way line (Note: center bears N.52°11'55"E.); thence northwesterly along the arc of said curve 15.20 feet through a delta of 00°09'13" (Note: chord to said curve bears N.37°43'28"W. for a distance of 15.20 feet) to the point of beginning. The above described part of an entire tract of land contains 21,953 square feet or 0.504 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

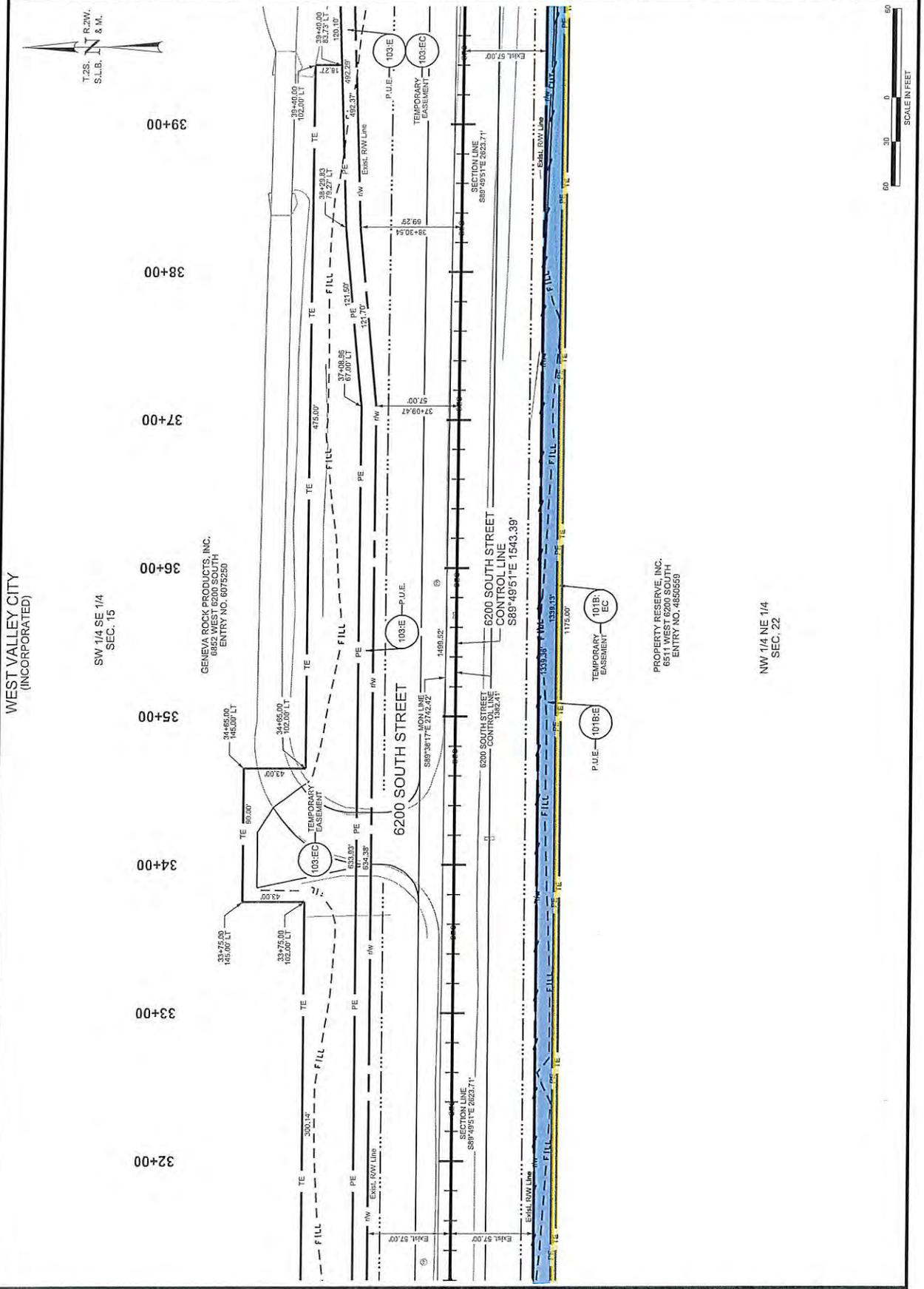




CURVE TABLE

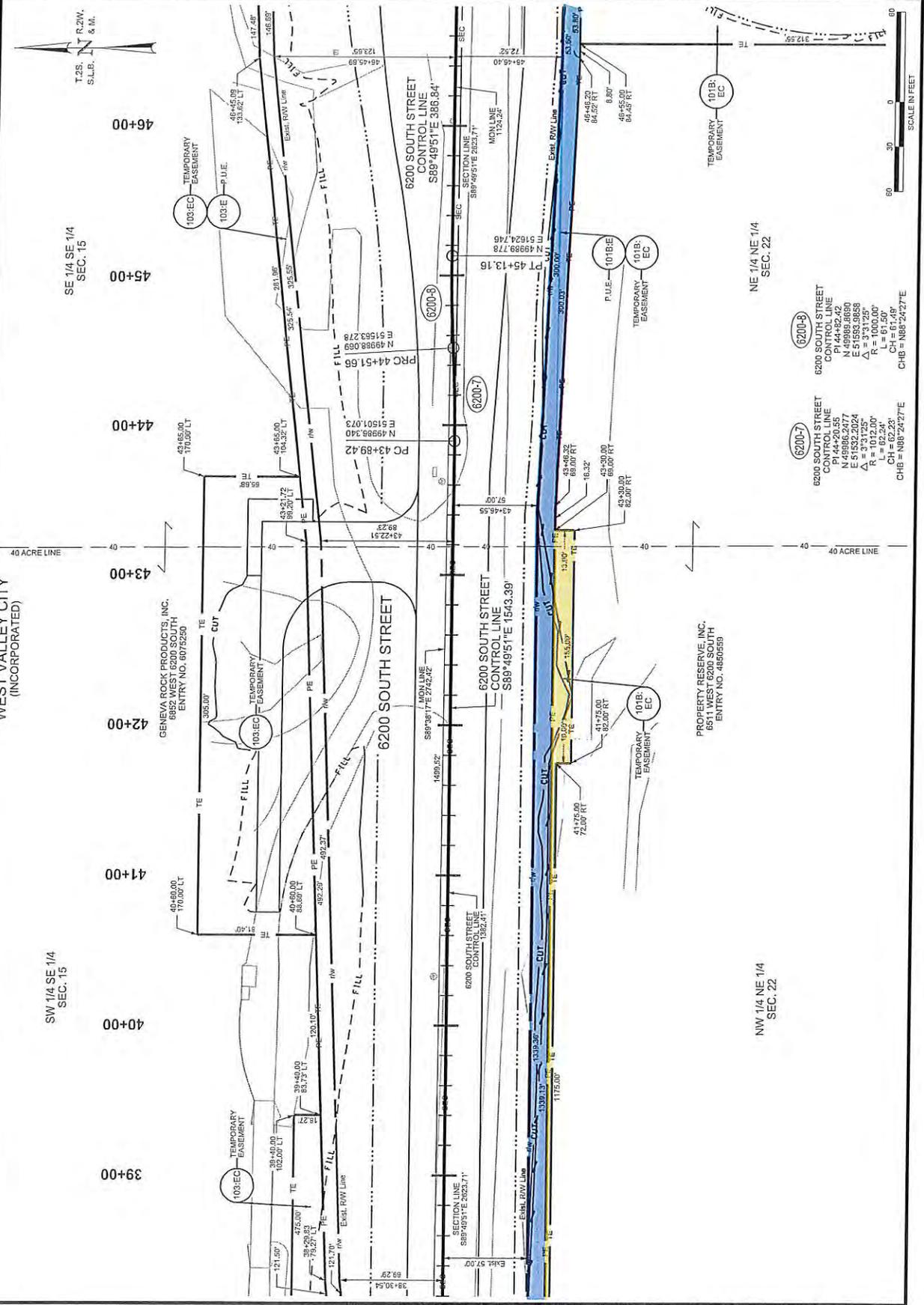
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH
C1	647.09	07°33'59"	S72°29'51"E	352.23	65.49	4000.00	S89°22'00"E	65.49
C2	610.00	15°00'00"	S77°12'12"E	206.41	65.19	4000.00	S89°22'00"E	65.19
C3	603.00	12°41'13"	S85°50'02"E	174.69	65.19	4000.00	S89°22'00"E	65.19
C4	603.00	21°43'00"	S85°50'02"E	263.29	76.15	4000.00	S89°22'00"E	76.15
C5	647.09	16°43'07"	S87°20'27"E	185.20	74.51	4000.00	S89°22'00"E	74.51
C6	5763.24	00°33'37"	S84°30'20"E	73.51	15.20	4000.00	S89°22'00"E	15.20
C7	5763.24	00°23'34"	S84°30'20"E	95.96	15.20	4000.00	S89°22'00"E	15.20
C8	5917.97	07°41'12"	S76°02'55"E	86.61	65.55	4000.00	S89°22'00"E	65.55
C9	5763.24	00°33'34"	S77°12'12"E	57.13	65.55	4000.00	S89°22'00"E	65.55
C10	5763.24	00°33'34"	S77°12'12"E	57.13	65.55	4000.00	S89°22'00"E	65.55
C11	5763.24	00°33'34"	S77°12'12"E	57.13	65.55	4000.00	S89°22'00"E	65.55
C12	5763.24	00°33'34"	S77°12'12"E	57.13	65.55	4000.00	S89°22'00"E	65.55
C13	5763.24	00°33'34"	S77°12'12"E	57.13	65.55	4000.00	S89°22'00"E	65.55
C14	5763.24	00°33'34"	S77°12'12"E	57.13	65.55	4000.00	S89°22'00"E	65.55
C15	5763.24	00°33'34"	S77°12'12"E	57.13	65.55	4000.00	S89°22'00"E	65.55

PROJECT 6200 SOUTH; 6100 WEST TO SR-111		PROJECT NUMBER F-2150(1)0		PROJECT SALT LAKE COUNTY	
APPROVED		DATE 05/27/2015		PROFESSIONAL LAND SURVEYOR	
UTAH DEPARTMENT OF TRANSPORTATION		REGION 2 - MERIDIAN ENGINEERING, INC.		CHECKED BY DATE	
REVISIONS		NO. DATE APPROVED BY		REMARKS	



SCALE IN FEET		SHEET NO. RW-406	
60 30 0 30 60		IF COUNTY	
T.2S. R.2W. S.L.B. & M.		PROJECT	

PROJECT: 6200 SOUTH, 6100 WEST TO SR-111		PROJECT NUMBER: F-2150(1)0		APPROVED: 8557	
COUNTRY: SALT LAKE		DRAWN BY: GND		DATE: 09/27/2015	
SHEET NO.: RW-09		UTAH DEPARTMENT OF TRANSPORTATION		REGION 2 - MERIDIAN ENGINEERING, INC.	
REVISIONS:		NO. DATE APPROVED BY		REMARKS	



SW 1/4 SE 1/4 SEC. 15	SE 1/4 SE 1/4 SEC. 15	NE 1/4 NE 1/4 SEC. 22	NW 1/4 NE 1/4 SEC. 22
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GENEVA ROCK PRODUCTS, INC.
6882 WEST 6200 SOUTH
ENTRY NO. 6075250

PROPERTY RESERVE, INC.
6511 WEST 6200 SOUTH
ENTRY NO. 4850559

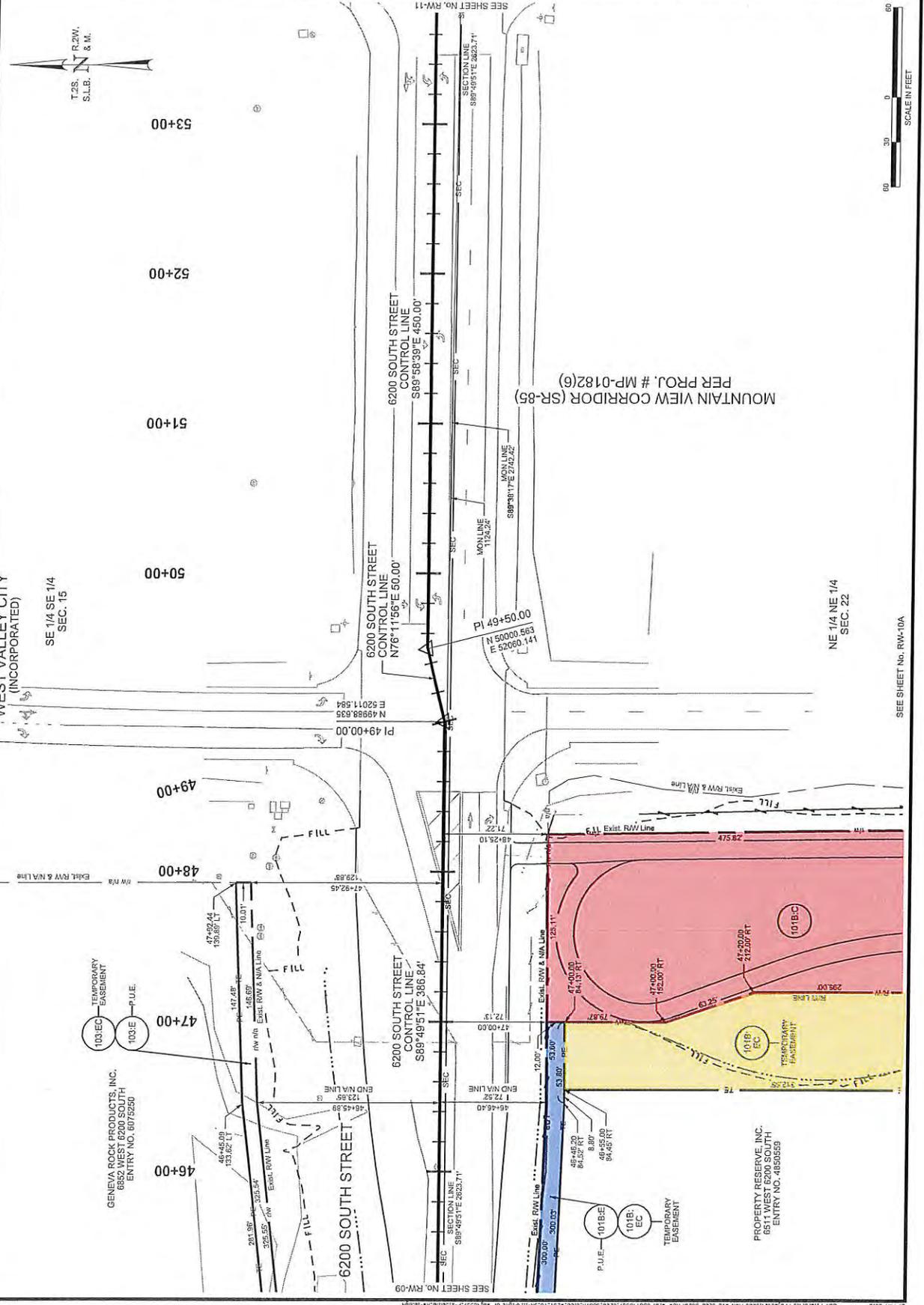
6200 SOUTH STREET CONTROL LINE
CH=62.23' CHB=N88°24'27"E

6200 SOUTH STREET CONTROL LINE
CH=61.45' CHB=N88°24'27"E

6200 SOUTH STREET CONTROL LINE
CH=62.23' CHB=N88°24'27"E

6200 SOUTH STREET CONTROL LINE
CH=61.45' CHB=N88°24'27"E

PROJECT		F-215(1)0		PROJECT NUMBER		8557	
PROJECT		6200 SOUTH, 6100 WEST TO SR-111		SHEET NO.		RW-10	
SALT LAKE COUNTY		RW-10		SHEET NO.		RW-10	
UTAH DEPARTMENT OF TRANSPORTATION				REGION 2 - MERIDIAN ENGINEERING, INC.			
APPROVED				DATE: 05/21/2015			
DRAWN BY		GKD		CHECKED BY		JLS	
NO.		DATE		APPROVED BY		REMARKS	



WEST VALLEY CITY (INCORPORATED) SE 1/4, SE 1/4 SEC. 15 NE 1/4 NE 1/4 SEC. 22

SEE SHEET NO. RW-09 SEE SHEET NO. RW-11

UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC.

DATE: 05/21/2015

PROJECT: F-215(1)0 PROJECT NUMBER: 8557

SHEET NO.: RW-10

Except to remedy emergency problems, no rights granted under this Easement may be exercised on Sundays. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances. Grantee shall pay all costs associated with the project undertaken in connection with this Easement, Granter having no obligation whatsoever to pay for any of the costs thereof.

Granter shall have no obligation or responsibility whatsoever to maintain or repair the Easement Area. If the Easement Area or any other portion of the Grantor's Property is damaged by Grantee or Grantee's Agents, Grantee shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area to the same or better condition that existed before such damage. Grantee shall be responsible for any loss, damage, or injury to the Easement Area and the Grantor's Property caused by Grantee's acts, omissions, or negligence in making, or failing to make, any maintenance or repairs required to be made by Grantee. In the event Grantee fails to commence repair of any portion of the Easement Area as required above, within thirty (30) days after receipt of a written notice from Granter (except in the event of an emergency situation in which case no notice shall be required) and thereafter diligently prosecute such repairs to completion, Granter shall have the right, but not the obligation, to perform such repairs on behalf of Grantee upon notice to Grantee. Grantee shall pay to Granter the cost to perform such repair within thirty (30) days after receipt of notice from Licensor setting forth in reasonable detail such costs and the items to which they relate.

Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and Grantee will indemnify, hold harmless, and agree to defend Granter from any liens that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days.

Grantee shall obtain and maintain (or Grantee shall require Grantee's Agents to obtain and maintain) a policy of commercial general liability insurance sufficient to insure its interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Grantor's Property. Grantee shall provide Granter with proof of such insurance prior to exercising its rights under this Easement. If Grantee is self-insured, it shall have the right to satisfy its insurance obligations hereunder, so long as Grantee maintains actuarially sound reserves.

Grantee shall at Grantee's sole expense and with counsel reasonably acceptable to Granter, indemnify, defend and hold harmless Granter from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorney fees actually incurred from any cause other than Granter's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Easement. This indemnification extends to and includes claims for: (i) the acts and omissions of the Grantee or Grantee's Agents; or (ii) the use of the Easement Area or the exercise of its/their rights under this Easement by the Grantee, or Grantee's Agents, or its/their successors or assigns, and its/their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Easement.

This Temporary Construction Easement shall automatically terminate upon the earlier of:
(i) completion of construction of the Facilities, or (ii) two (2) years after the date of execution and
delivery of this Temporary Construction Easement, whichever first occurs.

Signed and delivered this _____ day of _____, 2016.

Property Reserve, Inc.
(fka Deseret Title Holding Corporation),
a Utah non-profit corporation

By: _____

Its: _____

STATE OF _____)
: SS.
COUNTY OF _____)

On this _____ day of _____, 2016, personally appeared before me
_____, known or satisfactorily proved to me to be
the _____, of Property Reserve, Inc. (fka Deseret Title
Holding Corporation), a Utah non-profit corporation, who acknowledged to me that he signed the
foregoing instrument as President of said corporation, and that said corporation executed the same.

NOTARY PUBLIC

A temporary easement, upon part of an entire tract of property, in the NW1/4NE1/4 and the NE1/4NE1/4 and the NE1/4NW1/4 of Section 22, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of driveway and roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of 6200 South Street known as Project No. F-2150(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three 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 part of an entire tract of land are described as follows:

Beginning at the intersection of the southerly right of way line of the existing 6200 South Street and the easterly right of way line of the Kennecott Railroad which point is 54.24 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 24.75 feet S.00°21'40"W. and 52.58 feet southeasterly along the arc of a 5,668.24-foot radius non-tangent curve to the right along said easterly right of way line (Note: center bears N.52°53'02"E.) through a delta of 00°31'53" (Note: chord to said curve bears S.37°22'55"E. for a distance of 52.58 feet) from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 57.03 feet perpendicularly distant southerly from the control line of said project opposite engineer station 28+66.04; and running thence along said southerly right of way line the following three (3) courses: (1) S.89°50'35"E. 141.15 feet; thence (2) S.89°49'51"E. 1,339.36 feet parallel with the northerly section line of said section; thence (3) S.87°35'36"E. 300.00 feet to the southerly right of way line and non-access line of the Mountain View Corridor, State Route 85; thence N.89°45'14"E. 53.60 feet along said southerly right of way line and non-access line to a point 72.13 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence S.00°10'09"W. 79.87 feet to a point 152.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence S.18°15'56"E. 63.25 feet to a point 212.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence S.00°10'09"W. 295.00 feet to a point 507.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence S.44°49'51"E. 56.57 feet to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+60.00; thence S.89°49'51"E. 71.15 feet to a point in the westerly right of way line of said Mountain View Corridor which point is 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 48+31.15; thence S.00°33'33"E. 25.00 feet along said westerly right of way line; thence N.89°49'51"W. 131.47 feet; thence N.00°10'09"E. 175.00 feet; thence N.89°49'51"W. 45.00 feet; thence N.00°10'09"E. 312.55 feet; thence S.89°45'16"W. 8.80 feet; thence N.87°35'36"W. 300.03 feet; thence N.89°49'51"W. 16.32 feet along a line parallel with the northerly section line of said section; thence S.00°10'09"W.

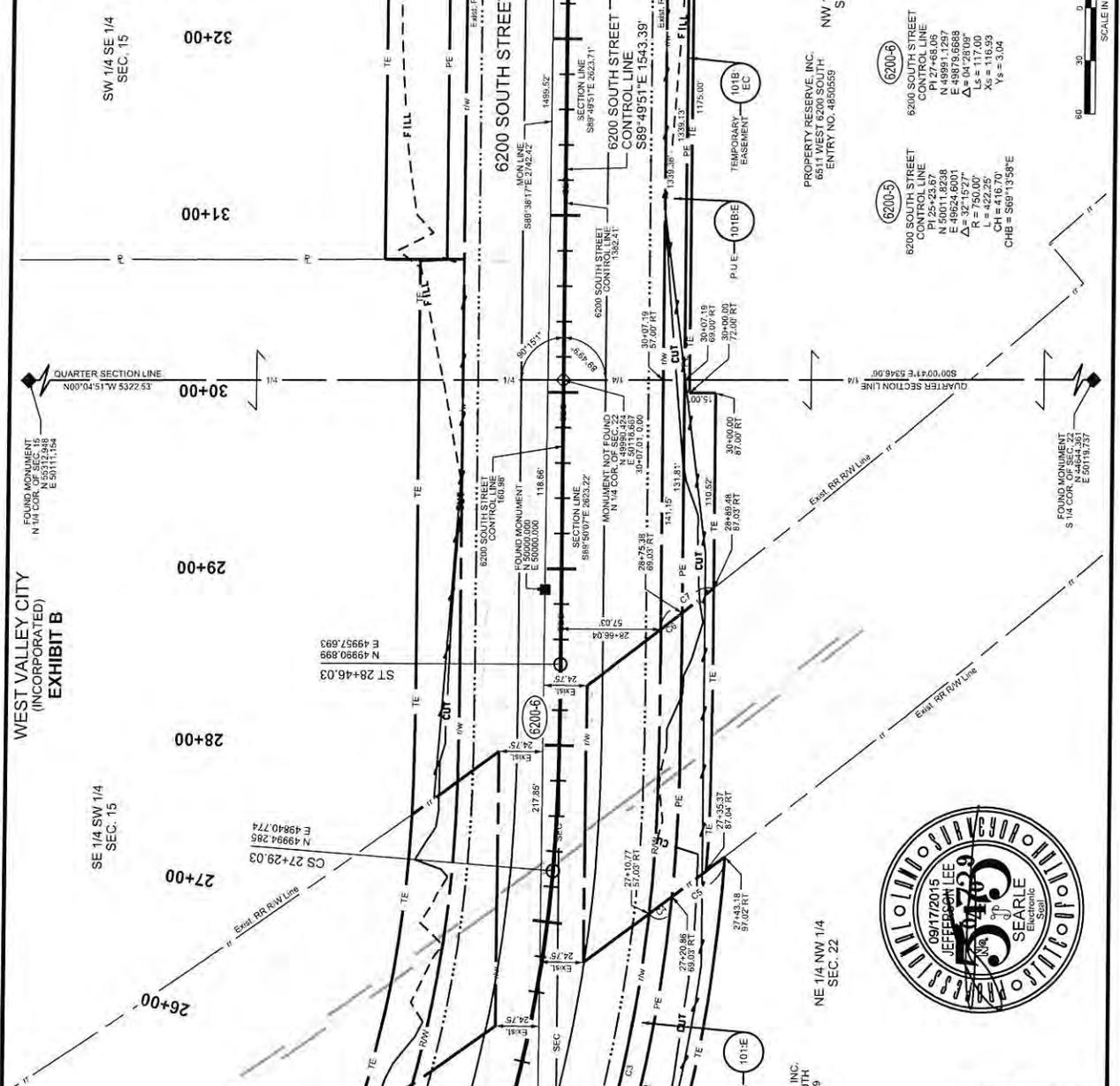
13.00 feet; thence N.89°49'51"W. 155.00 feet along a line parallel with said section line; thence N.00°10'09"E. 10.00 feet; thence N.89°49'51"W. 1,175.00 feet along a line parallel with said section line; thence S.00°10'09"W. 15.00 feet; thence N.89°50'35"W. 110.52 feet to a point in a 5,668.24-foot radius non-tangent curve to the right along said easterly right of way line (Note: center bears N.51°58'03"E.); thence northwesterly along the arc of said curve 38.07 feet through a delta of 00°23'05" (Note: chord to said curve bears N.37°50'24"W. for a distance of 38.07 feet) to the point of beginning. The above described part of an entire tract of land contains 55,057 square feet or 1.264 acres in area, more or less.

(Note: All bearings in the above description equal highway bearings.)



NO.	DATE	APPROVED BY	REVISIONS

6200 SOUTH STREET
 NW 1/4 NE 1/4
 SEC. 22



PROPERTY RESERVE, INC.
 6511 WEST 6200 SOUTH
 ENTRY NO. 4850559

PROPERTY RESERVE, INC.
 7011 WEST 6200 SOUTH
 ENTRY NO. 4850559

WEST VALLEY CITY
 (INCORPORATED)
 EXHIBIT B

SCALE IN FEET
 0 30 60

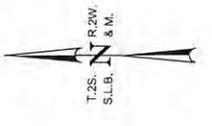
SECTION LINE
 MONUMENT

CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	817.00'	27.0000°	3.2625'	3.2625'	S79°25'31"E
C2	810.00'	15.5200°	2.2841'	2.2841'	S76°45'52"E
C3	807.00'	12.9113°	1.7869'	1.7833'	S77°37'12"E
C4	5793.24'	0°02'38"	16.23'	16.23'	S36°42'47"E
C5	5793.24'	0°02'38"	53.56'	53.56'	S36°42'47"E
C6	5688.24'	0°02'13"	15.20'	15.20'	S37°43'20"E
C7	5688.24'	0°02'55"	35.07'	35.07'	S37°43'20"E

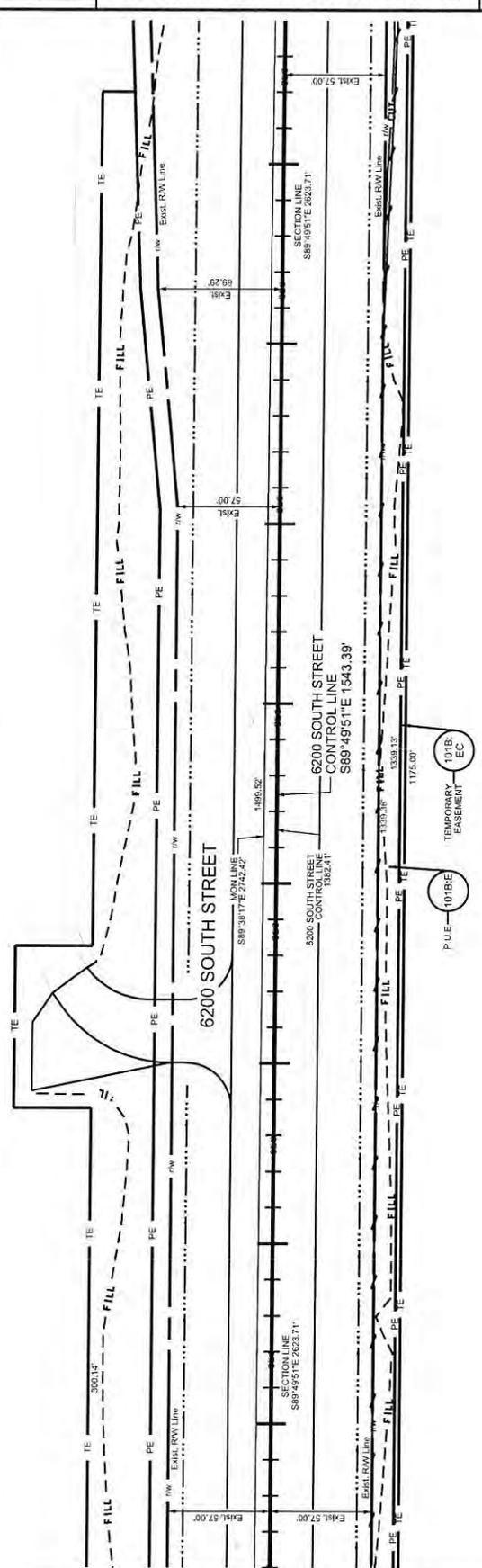


WEST VALLEY CITY
(INCORPORATED)
EXHIBIT B

SW 1/4 SE 1/4
SEC. 15



32+00 33+00 34+00 35+00 36+00 37+00 38+00 39+00



PROPERTY RESERVE, INC.
8511 WEST 1500 SOUTH
ENTRY NO. 4850558



NW 1/4 NE 1/4
SEC. 22



PROJECT: 6200 SOUTH: 6100 WEST TO SR-111		PROJECT NUMBER: F-2150(1)0		PROJECT: EXHIBIT B	
APPROVED: [Signature]		APPROVED: [Signature]		DATE: [Blank]	
DRAWN BY: GKD		CHECKED BY: JLS		DATE: [Blank]	
REVISIONS:		NO. DATE APPROVED BY:		REMARKS:	

SALT LAKE COUNTY SHEETING: 2

Tax ID No. 20-22-126-003-4001
PIN No. 8557
Project No. F-2150(1)0
Parcel No. 2150:101:E

PUBLIC UTILITY EASEMENT

This PUBLIC UTILITY EASEMENT (this “Utility Easement”) is dedicated and effective as of the _____ day of _____, 2016 (the “Effective Date”), by PROPERTY RESERVE, INC., a Utah nonprofit corporation (“Grantor”).

RECITALS

- A. Grantor is the owner of certain real property located in the West Valley City, Salt Lake County, Utah (the “Grantor Property”).
- B. Grantor desires to dedicate a perpetual public utility easement on, over, across, under and through certain portions of Grantor’s Property more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the “Easement Area”), for the purposes set forth by Utah Code Section 54-3-27 (the “PUE Statute”).
- C. Grantor is willing to dedicate such easement subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

1. **Grant of Easement.** Grantor does hereby dedicate, without warranty, a public utility easement on, over, under and across the Easement Area for the purposes set forth in the PUE Statute (the “Utility Improvements”). Utility Improvements shall be constructed and placed underground and not be visible from the surface of the Grantor Property where practical. All costs of the Utility Improvements and all construction, replacement, relocation, removal, use, maintenance and/or repair thereof, shall be the sole responsibility of the public utility installing or maintaining the Utility Improvements except as set forth by the PUE Statute.
2. **Access.** Access to the Easement Area is solely for the purposes permitted by this Utility Easement and the PUE Statute. Users of this Utility Easement hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by said users. In the event of any maintenance, repair, or restoration work on the Easement Area, said work shall be performed on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency).

3. **Reservation by Grantor.** Notwithstanding anything to the contrary stated herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with this Utility Easement, subject to the limitations set forth in Utah Code Section 54-3-27(3).
4. **Condition of Easement Area.** Grantor dedicates the Utility Easement over the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area.
5. **Maintenance and Restoration.** Public utilities using this Utility Easement (herein "User" or "Users") are solely responsible for the maintenance and repair of all Utility Improvements within said Utility Easement. Users shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by said Users, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by said Users.
6. **Construction of the Improvements.** Users will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future.
7. **Indemnification by Users.** Users of this Utility Easement hereby agree to indemnify, save, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by, or under control with Grantor, and its and their Affiliates' officers, directors, employees, managers, members, agents and servants ("Affiliates") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by Grantor or its Affiliates as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, (i) the use of the Easement Area by said Users; (ii) any entry onto the Easement Area by said Users; and (iii) any work performed on the Easement Area by said Users, except to the extent caused directly by Grantor and/or its Affiliates. In no case shall any User be required to indemnify Grantor for any damages as set forth above caused by or arising out of, either directly or indirectly, the work or maintenance performed by another User, by Grantor, or by any third party acting without the authorization of said User.
8. **Liens.** No User shall encumber the Easement Area and the Grantor Property with any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under said User. Any User encumbering the Easement Area or Grantor property by such a lien shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Easement Area and/or the Grantor Property pertaining to any work performed, materials furnished, or obligations incurred by,

through, for, or under said User or any of said User's Agents. Any such liens shall be released of record within thirty (30) days.

9. **Miscellaneous.** If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred the preparation and prosecution of such action or proceeding. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for the general public or for any public purpose whatsoever, except as explicitly set forth herein. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. Grantor shall have the right to perform and act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication) except as explicitly set forth herein occurs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR

PROPERTY RESERVE, INC.,
a Utah nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this _____ day of _____, 20__ personally appeared before me _____, personally known to me to be the _____ of Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah nonprofit corporation, who acknowledged before me that he signed the foregoing instrument as for said corporation.

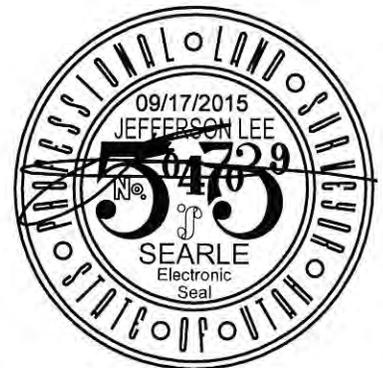
Notary Public

The Easement, upon part of an entire tract of property, in the NE1/4NW1/4 of Section 22, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at the intersection of the southerly right of way line of the existing 6200 South Street and the westerly right of way line of the Kennecott Railroad which point is 210.76 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 24.75 feet S.00°21'40"W. and 46.35 feet southeasterly along the arc of a 5,793.24-foot radius non-tangent curve to the left along said westerly right of way line (Note: center bears N.53°49'33"E.) through a delta of 00°27'30" (Note: chord to said curve bears S.36°24'12"E. for a distance of 46.35 feet) from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 57.03 feet radially distant southerly from the control line of said project opposite engineer station 27+10.77; and running thence southeasterly along said westerly right of way line and the arc of a 5,793.24-foot radius non-tangent curve to the left (Note: center bears N.53°22'02"E.) 16.24 feet through a delta of 00°09'38" (Note: chord to said curve bears S.36°42'47"E. for a distance of 16.24 feet) to a point in a 819.00-foot radius non-tangent curve to the right (Note: center bears N.05°15'55"E.); thence westerly along the arc of said curve 226.41 feet through a delta of 15°50'20" (Note: chord to said curve bears N.76°48'55"W. for a distance of 225.69 feet) to the southerly right of way line of the former 6200 South Street; thence S.89°38'20"E. 35.85 feet along said southerly right of way line to the beginning of a 807.00-foot radius non-tangent curve to the left and the southerly right of way line of 6200 South Street (Note: center bears N.18°43'24"E.); thence easterly along the arc of said curve and said southerly right of way line 178.69 feet through a delta of 12°41'13" (Note: chord to said curve bears S.77°37'12"E. for a distance of 178.33 feet) to the point of beginning. The above described part of an entire tract of land contains 2,434 square feet or 0.056 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)



GRANT OF TEMPORARY EASEMENT

[NOT TO BE RECORDED]

Salt Lake County

Tax ID No. 20-22-126-003

PIN No. 8557

Project No. F-2150(1)0

Parcel No. 2150:101:EC

PROPERTY RESERVE, INC. (fka Deseret Title Holding Corporation), a Utah non-profit corporation (hereinafter referred to as ("Grantor")), whose principal office is located at 79 South Main Street, Suite 600, Salt Lake City, Utah 84111, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys without warranty, to WEST VALLEY CITY, a municipal corporation of the State of Utah, (hereinafter referred to as "Grantee"), its successors, assigns, lessees, licensees and agents, a temporary construction easement (the "Easement") on, over, under, across and through a portion of Grantor's land located at 6500 South 5600 West (the "Grantor's Property") for the sole purpose of facilitating the construction and replacement of improvements that are to be located adjacent to the Grantor's Property, said easement being specifically described as follows (the "Easement Area"):

SEE EXHIBITS "A" AND "B"

This Temporary Easement is granted for the sole purpose of: construction staging area related to construction of the 6200 South Extension Project and any appurtenant parts thereof (the "Facilities") on property adjacent to the Easement Area that is owned by the Grantor. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement area that may interfere with the use of said Easement by the Grantee.

Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Unless otherwise agreed to between the parties by a separate instrument, Grantee agrees that no other part or portion of Grantor's adjacent real property (the "Grantor's Property") shall be used for any purpose. Without limiting the generality of the foregoing, Grantee shall not be permitted, and Grantee shall not permit Grantee's agents, employees, consultants, contractors and subcontractors ("Grantee's Agents"), to enter, park on, or use any portion of the Grantor's Property, except that portion of the Grantor's Property that is contained in the Easement Area.

Grantee and Grantee's Agents shall enter and use the Easement Area and Grantor's Property, as applicable, at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area and Grantor's Property by Grantee and Grantee's Agents.

Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

Except to remedy emergency problems, no rights granted under this Easement may be exercised on Sundays. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances. Grantee shall pay all costs associated with the project undertaken in connection with this Easement, Granter having no obligation whatsoever to pay for any of the costs thereof.

Granter shall have no obligation or responsibility whatsoever to maintain or repair the Easement Area. If the Easement Area or any other portion of the Grantor's Property is damaged by Grantee or Grantee's Agents, Grantee shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area to the same or better condition that existed before such damage. Grantee shall be responsible for any loss, damage, or injury to the Easement Area and the Grantor's Property caused by Grantee's acts, omissions, or negligence in making, or failing to make, any maintenance or repairs required to be made by Grantee. In the event Grantee fails to commence repair of any portion of the Easement Area as required above, within thirty (30) days after receipt of a written notice from Granter (except in the event of an emergency situation in which case no notice shall be required) and thereafter diligently prosecute such repairs to completion, Granter shall have the right, but not the obligation, to perform such repairs on behalf of Grantee upon notice to Grantee. Grantee shall pay to Granter the cost to perform such repair within thirty (30) days after receipt of notice from Licensor setting forth in reasonable detail such costs and the items to which they relate.

Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and Grantee will indemnify, hold harmless, and agree to defend Granter from any liens that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days.

Grantee shall obtain and maintain (or Grantee shall require Grantee's Agents to obtain and maintain) a policy of commercial general liability insurance sufficient to insure its interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Grantor's Property. Grantee shall provide Granter with proof of such insurance prior to exercising its rights under this Easement. If Grantee is self-insured, it shall have the right to satisfy its insurance obligations hereunder, so long as Grantee maintains actuarially sound reserves.

Grantee shall at Grantee's sole expense and with counsel reasonably acceptable to Granter, indemnify, defend and hold harmless Granter from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorney fees actually incurred from any cause other than Granter's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Easement. This indemnification extends to and includes claims for: (i) the acts and omissions of the Grantee or Grantee's Agents; or (ii) the use of the Easement Area or the exercise of its/their rights under this Easement by the Grantee, or Grantee's Agents, or its/their successors or assigns, and its/their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Easement.

This Temporary Construction Easement shall automatically terminate upon the earlier of: (i) completion of construction of the Facilities, or (ii) two (2) years after the date of execution and delivery of this Temporary Construction Easement, whichever first occurs.

Signed and delivered this _____ day of _____, 2016.

Property Reserve, Inc.
(fka Deseret Title Holding Corporation),
a Utah non-profit corporation

By: _____

Its: _____

STATE OF _____)
: SS.
COUNTY OF _____)

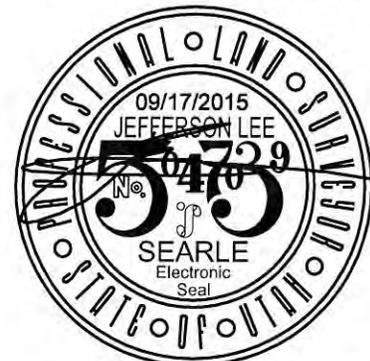
On this _____ day of _____, 2016, personally appeared before me _____, known or satisfactorily proved to me to be the _____, of Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah non-profit corporation, who acknowledged to me that he signed the foregoing instrument as President of said corporation, and that said corporation executed the same.

NOTARY PUBLIC

A temporary easement, upon part of an entire tract of property, in the NE1/4NW1/4 of Section 22, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of driveway and roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of 6200 South Street known as Project No. F-2150(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three 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 part of an entire tract of land are described as follows:

Beginning at the intersection of the southerly right of way line of the existing 6200 South Street and the westerly right of way line of the Kennecott Railroad which point is 210.76 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 24.75 feet S.00°21'40"W. and 46.35 feet southeasterly along the arc of a 5,793.24-foot radius non-tangent curve to the left along said westerly right of way line (Note: center bears N.53°49'33"E.) through a delta of 00°27'30" (Note: chord to said curve bears S.36°24'12"E. for a distance of 46.35 feet) from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 57.03 feet radially distant southerly from the control line of said project opposite engineer station 27+10.77; and running thence southeasterly along said westerly right of way line and the arc of a 5,793.24-foot radius non-tangent curve to the left (Note: center bears N.53°22'02"E.) 53.56 feet through a delta of 00°31'47" (Note: chord to said curve bears S.36°53'51"E. for a distance of 53.56 feet) to a point in a 847.00-foot radius non-tangent curve to the right (Note: center bears N.03°34'04"E.); thence westerly along the arc of said curve 326.25 feet through a delta of 22°04'09" (Note: chord to said curve bears N.75°23'51"W. for a distance of 324.23 feet) to the southerly right of way line of the former 6200 South Street; thence S.89°38'20"E. 107.42 feet along said southerly right of way line to the beginning of a 807.00-foot radius non-tangent curve to the left (Note: center bears N.18°43'24"E.); thence easterly along the arc of said curve and said southerly right of way line 178.69 feet through a delta of 12°41'13" (Note: chord to said curve bears S.77°37'12"E. for a distance of 178.33 feet) to the point of beginning. The above described part of an entire tract of land contains 10,201 square feet or 0.234 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)



FENCE AGREEMENT

THIS FENCE AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 2015, by and between PROPERTY RESERVE, INC., a Utah nonprofit corporation, located at 79 South Main Street, Suite 600, Salt Lake City, Utah 84111 (“**PRI**”), and WEST VALLEY CITY, a Utah municipal corporation, with an address of 3600 S. Constitution Blvd., West Valley City, Utah 84119 (“**West Valley**”). PRI and West Valley are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

R E C I T A L S

WHEREAS, PRI is the owner of certain real property in Salt Lake County, Utah, known as Tax Parcel 20-22-200-010-4001 (“**PRI’s Property**”);

WHEREAS, the City and PRI intend to enter into a right-of-way contract wherein PRI shall convey portions of PRI’s Property to assist in West Valley’s 6200 South Extension Project (herein, the “**Right-of-Way Agreement**”, attached hereto as Exhibit A);

WHEREAS, the 6200 South Extension Project (herein, the “**Project**”) will require the removal and replacement of certain fencing along PRI’s Property; and

WHEREAS, the Parties desire to provide for the installation of temporary and permanent fencing based on the terms set forth in this Agreement.

NOW, THEREFORE, based on the foregoing, and in consideration of the mutual covenants and promises set forth herein, the Parties agrees as follows:

1. Fence. If needed to prevent the escape of any livestock within PRI’s Property, and prior to any construction associated with the Project, West Valley shall cause to construct a temporary fence along PRI’s Property line (the “**Temporary Fence**”), as further depicted on Exhibit B attached hereto (the “**Fence Line**”), and shall ensure that during construction of the Project the Temporary Fence remains in place along the Fence Line. Upon completion of the Project, West Valley shall replace the Temporary Fence with a permanent fence (the “**Permanent Fence**”). The Temporary and Permanent Fence shall be of the same quality and construction as the current fence located on PRI’s Property. The City shall maintain the Temporary Fence (if needed) throughout construction of the Project, with PRI responsible for maintenance of the Permanent Fence upon completion of the Project.
2. Indemnification. West Valley shall indemnify, defend with counsel of PRI’s choice, and hold PRI and its agents harmless from and against any loss, damage, injury, claim, or expense that may result from livestock on PRI’s Property escaping due to the negligent construction of the Permanent or Temporary Fence. The indemnity provided by West Valley in favor of PRI in this Agreement shall not require payment as a condition precedent. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.
3. Condition Precedent. The execution of the Right-of-Way Agreement by the Parties is a condition precedent to the City’s obligations under this Agreement.
4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties

pertaining to the subject matter hereof.

5. Counterparts. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this Agreement, a copy of the signed Agreement shall be considered for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of the Agreement that contains original signatures in order to enforce the Agreement, or for any other purpose, except as otherwise required by law.

[Signatures and Acknowledgements to follow]

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

PRI:

PROPERTY RESERVE, INC.,
a Utah nonprofit corporation

MBG 

Name: Mark B. Gibbons

President

Title: _____

WEST VALLEY:

WEST VALLEY CITY,
a Utah municipal corporation

Mayor

Attest:

City Recorder

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

EXHIBIT A

(Right of Way Agreement)

See attached.

West Valley City, a municipal corporation
Right-of-way Contract
Fee Simple Acquisition – Strip Take

Project No: F-2150(1)0 Parcel No.(s): 101:E, 101:EC, 101B:C, 101B:E, 101B:EC
Job/Project /Authorization No: 53950 Pin No: 8557
Project Location: 6200 SOUTH; 6100 WEST TO SR-111
County of Property: SALT LAKE Tax ID / Sidwell No: 20-22-126-003-4001 and 20-22-201-002-4001
Property Address: 7011 West 6200 South WEST VALLEY CITY, UT 84118
Owner's Address: 79 South Main Street, Suite 600, Salt Lake City, UT 84111
Primary Phone: 801-321-8700 Owner's Representative: Doug Holmberg Owner's Representative Phone: 801-321-8704
Owner / Grantor: Property Reserve Inc. (f/k/a Deseret Title Holding Corporation), a Utah nonprofit corporation

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell for transportation purposes by Quit Claim Deed, Perpetual Utility Easement, Temporary Construction Easement, known as parcel numbers 101:E, 101:EC, 101B:C, 101B:E, 101B:EC in substantially the same form and content as the Quit Claim Deed attached hereto and incorporated herein on Exhibits A.

This contract is to be returned to: West Valley City, a municipal corporation
Attention: Steven J. Dale, Right-of-way Agent
3600 South Constitution Blvd.
West Valley City, Utah 84119

1. Grantor will convey the right-of-way in its "AS IS", "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS", including but not limited to existing easements, recorded or unrecorded, both latent and patent defects. Grantor shall have the right to reserve any mineral and water rights. Grantor will convey the right of way via a quitclaim deed subject to: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, taxes and assessments, and all other matters of record or enforceable at law or in equity.
2. Grantor shall leave the property in the same condition as it was when this contract was signed. NO material work, improvement, or alteration will be done to the property unless mutually agreed to by the parties. Grantor shall not subject the property to any new lease, mortgage, pledge, lien, or other encumbrance after the date this contract was signed, unless mutually agreed to by the parties.
3. Grantor and Grantee are tax exempt entities.
4. The City shall pay the Grantor and or other parties of interest for the real property in the Quit Claim Deed, Perpetual Utility Easement, and Temporary Easement referenced above.
5. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the 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, project caused statutory relocations, and other related transportation uses.
6. This is a voluntary sale to West Valley City. It is not subject to condemnation.

As this is a voluntary sale, the Grantors waive any right they have to "first right of refusal" on any surplus property not used for the proposed highway or other transportation projects.

Additional Terms:

1. The City shall pay the Grantor \$158,400.00 as just compensation for the property and easements.
2. The City shall be responsible for rollback taxes, if any on the property acquired under this Right of Way Contract and shall pay said rollback taxes at closing.

3. Both Grantor and the City expressly understand that each of the representations, warranties, and covenants made in this Right of Way Contract is material, and that the City is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Right of Way Contract and as of the closing date, as though such representations, warranties, and covenants had been made on each of such dates. This Right of Way Contract is contingent upon the truth of these representations and warranties and upon the Grantor's compliance with all covenants contained in this Contract.
4. Grantee's obligations in this Right of Way Contract are considered to be contractual for the purposes of the Governmental Immunity Act.

Total Selling Price: \$158,400.00

Grantor's Initials

_____ Grantor understands this agreement is an option until approved by the West Valley City Council.

_____ This contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed the same page.

Date
Par [Signature] _____ 12/09/15
 By:
 Property Reserve Inc. (f/k/a Deseret Title Holding Corporation),
 a Utah nonprofit corporation

State of Utah _____)
 County of Salt Lake _____) :ss

On the 9th day of December, 2015, personally appeared before me Mark B. Gibbons, who affirmed that he is the President of Property Reserve Inc. (f/k/a Deseret Title Holding Corporation), a Utah nonprofit corporation, and that this Agreement was signed by him/her in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and he/she acknowledged to me that said corporation executed the same.



[Signature]
 NOTARY PUBLIC

Date
[Signature] _____ 12/30/15
 Steven J. Dale / Acquisition Agent
[Signature] _____ 12/30/15
 Coby S. Wilson / Team Leader

 Approved by Mayor Ron Bigelow

 Attest: City Recorder

Exhibit A
[Form of Quit Claim Deed]

WHEN RECORDED, MAIL TO:
West Valley City
3600 South Constitution Boulevard
West Valley City, Utah 84119

Quit Claim Deed
(Corporation)
Salt Lake County

Tax ID No.	20-22-201-002
PIN No.	8557
Project No.	F-2150(1)0
Parcel No.	2150:101B:C

Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah nonprofit corporation, Grantor, at 79 S. Main Street, Suite 600, Salt Lake City, Utah 84111, hereby bad doc type to WEST VALLEY CITY, a Utah municipal corporation, Grantee, at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described _____ parcel _____ of _____ land _____ in _____ County, State of Utah, to-wit:

See **Exhibits A and B** attached hereto and incorporated by reference herein

SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, taxes and assessments, and all other matters of record or enforceable at law or in equity.

GRANTOR SPECIFICALLY RESERVES, excepts and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following-minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, Grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance. Grantor cannot exercise the mineral rights from the surface of the real property described on Exhibit A or in the upper two hundred fifty (250) feet of the subsurface or engage in any activity that will weaken the stability of the road.

RESERVING unto Grantor any water rights or rights to the use of water whether appurtenant to the Property or not in which Grantor may have an interest. Grantor does not intend by this deed to transfer any water rights or rights to the use of water and it is Grantor's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication. However, the construction of a roadway and storm drain system, installation and operation of utilities, and other activities incident to the operation of utilities or a public street shall not be construed as an interference with or violation of any water rights belonging to the Property.

PIN No. 8557
Project No. F-2150(1)0
Parcel No. 2150:101B:C



A parcel of land in fee for the widening of the existing highway 6200 South Street known as Project No. F-2150(1)0, being part of an entire tract of property situate in the NE1/4NE1/4 of Section 22, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southerly right of way line of the existing 6200 South Street which point is 118.66 feet S.89°38'17"E. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 8.83 feet S.00°04'51"E. along the north-south quarter section line of said section to the North Quarter Corner of said Section 22, as calculated using evidence on the ground coupled with a survey filed as S89-01-0017 with the Salt Lake County Surveyor's office and 1,339.54 feet S.89°49'51"E. along the northerly section line of said section and 57.00 feet S.00°10'09"W. and 300.00 feet S.87°35'36"E. along said southerly right of way line and 53.60 feet N.89°45'15"E. along the southerly right of way line and non-access line of the Mountain View Corridor, State Route 85 from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 72.13 feet perpendicularly distant southerly from the control line of said project opposite engineer station 47+00.00; and running thence N.89°45'16"E. 125.11 feet along said southerly right of way line and non-access line to the westerly right of way line of said Mountain View Corridor; thence S.00°33'33"E. 475.82 feet along said westerly right of way line to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 48+31.15; thence N.89°49'51"W. 71.15 feet to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+60.00; thence N.44°49'51"W. 56.57 feet to a point 507.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence N.00°10'09"E. 295.00 feet to a point 212.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence N.18°15'56"W. 63.25 feet to a point 152.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence N.00°10'09"E. 79.87 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 52,804 square feet or 1.212 acres in area, more or less.

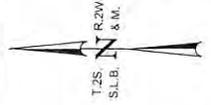
Ck by JJB 29 Oct 2015

(Note: All bearings in the above description equal highway bearings.)

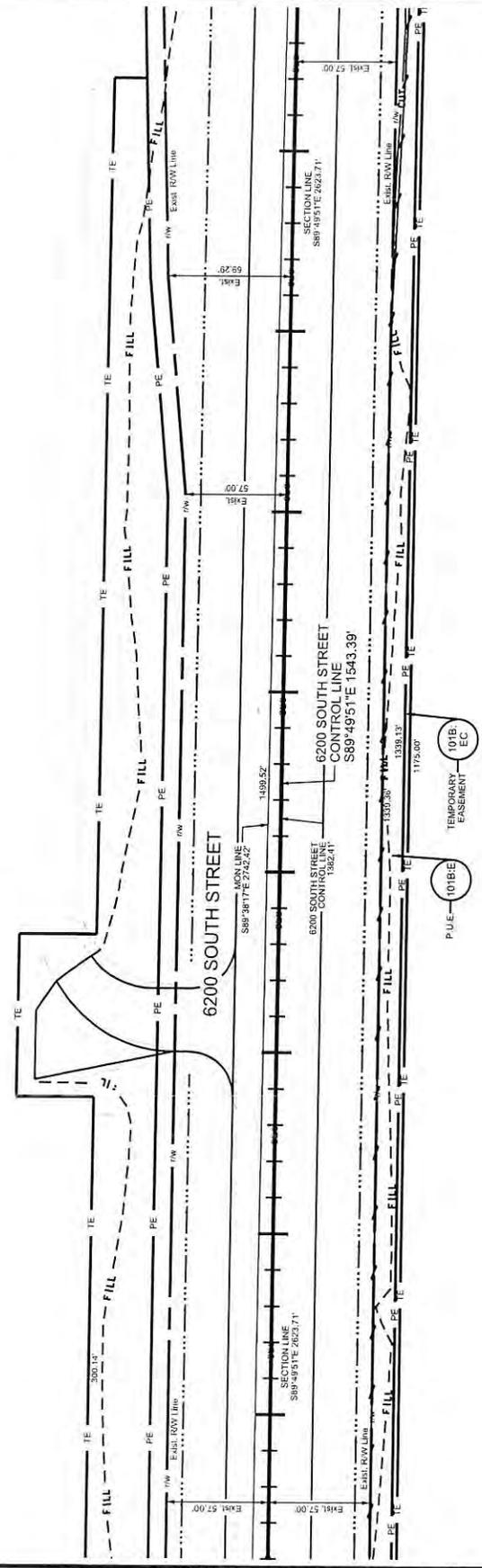


WEST VALLEY CITY
(INCORPORATED)
EXHIBIT B

SW 1/4 SE 1/4
SEC. 15



32+00 33+00 34+00 35+00 36+00 37+00 38+00 39+00



PROPERTY RESERVE, INC.
6511 WEST 6200 SOUTH
ENTRY NO. 4836559

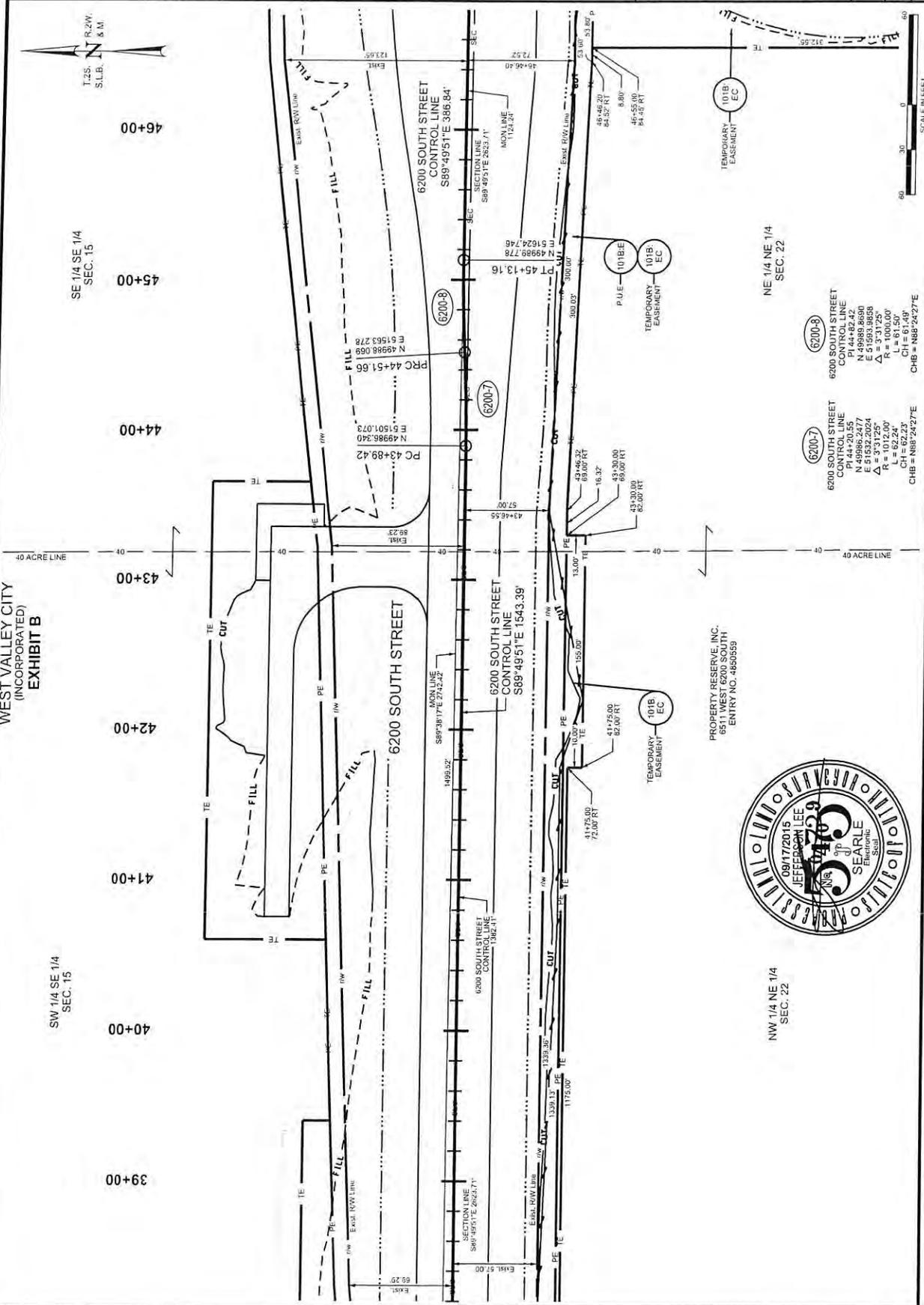


NW 1/4 NE 1/4
SEC. 22



PROJECT NUMBER F-2150(1)D		PROJECT 6200 SOUTH; 6100 WEST TO SR-111	SHEET NO. 2
APPROVED UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC.		DATE	COUNTY SALT LAKE
PROFESSIONAL LAND SURVEYOR	DATE	PROJECT NO. 8557	PROJECT NAME EXHIBIT B
CHECKED BY J.L.S.	DATE	APPROVED BY	REVISIONS
DATE	REVISIONS	REVISIONS	REVISIONS

PROJECT	6200 SOUTH: 6100 WEST TO SR-111	APPROVED	DATE	8/5/10
PROJECT NUMBER	F-2150110	APPROVED	CHECKED BY	8557
SHEET NO.	3	PROJECT	DATE	
COUNTY	SALT LAKE	PROJECT	DATE	
REGION	UTAH DEPARTMENT OF TRANSPORTATION	PROJECT	DATE	
REGION	REGION 2 - MERIDIAN ENGINEERING, INC.	PROJECT	DATE	



WEST VALLEY CITY (INCORPORATED) EXHIBIT B

SW 1/4 SE 1/4 SEC. 15

SE 1/4 SE 1/4 SEC. 15

NW 1/4 NE 1/4 SEC. 22

PROPERTY RESERVE, INC. 8511 WEST 6200 SOUTH, ENTRY NO. 4860559

UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC.

APPROVED: 8/5/10

PROJECT: 6200 SOUTH: 6100 WEST TO SR-111

PROJECT NUMBER: F-2150110

SHEET NO.: 3

COUNTY: SALT LAKE

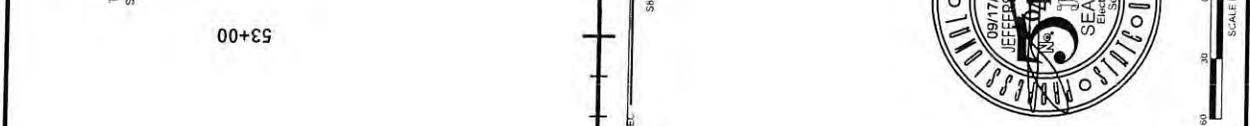


SCALE IN FEET

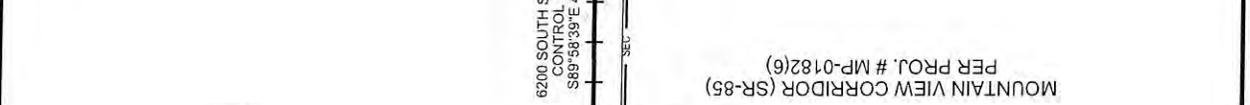
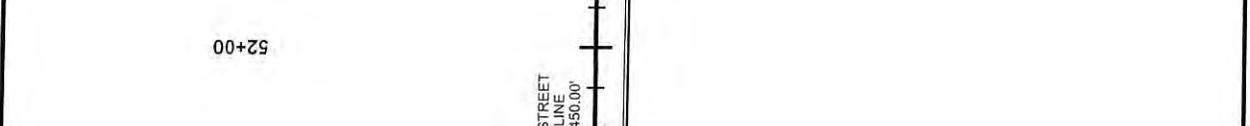
0 30 60

UTAH DEPARTMENT OF TRANSPORTATION		REGION 2 - MERIDIAN ENGINEERING, INC.	
APPROVED	DATE	CHECKED BY	DATE
APPROVED	DATE	CHECKED BY	DATE
PROJECT NUMBER	PROJECT	PROJECT NUMBER	PROJECT
F-2150(1)0	6200 SOUTH: 6100 WEST TO SR-111	F-2150(1)0	6200 SOUTH: 6100 WEST TO SR-111
8557		8557	
SALT LAKE COUNTY		SHEET NO. 4	

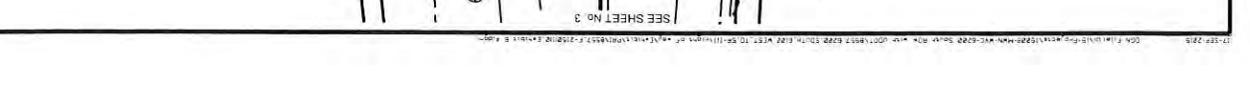
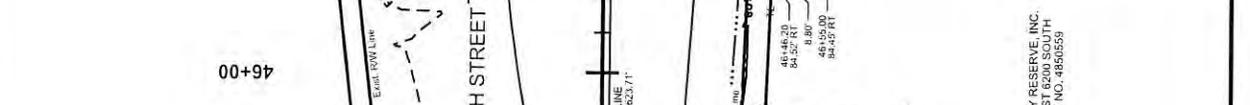
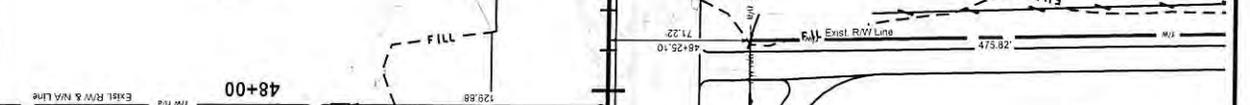
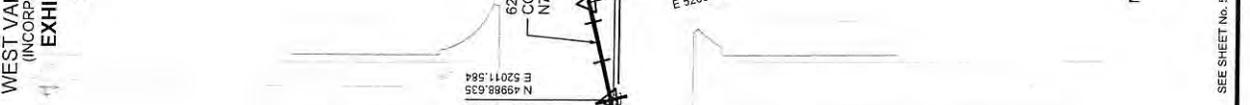
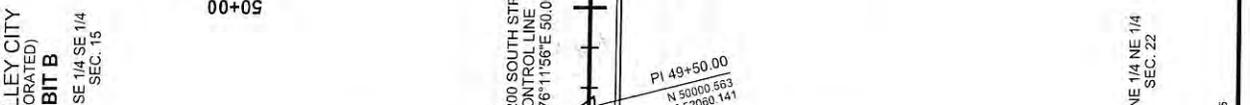
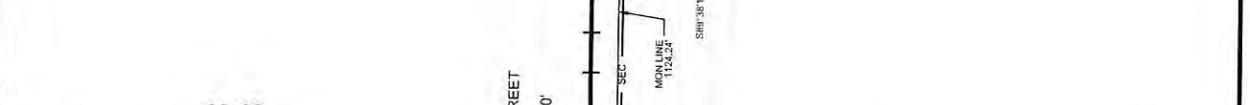
WEST VALLEY CITY (INCORPORATED) EXHIBIT B
 SE 1/4 SE 1/4 SEC. 15
 NE 1/4 NE 1/4 SEC. 22



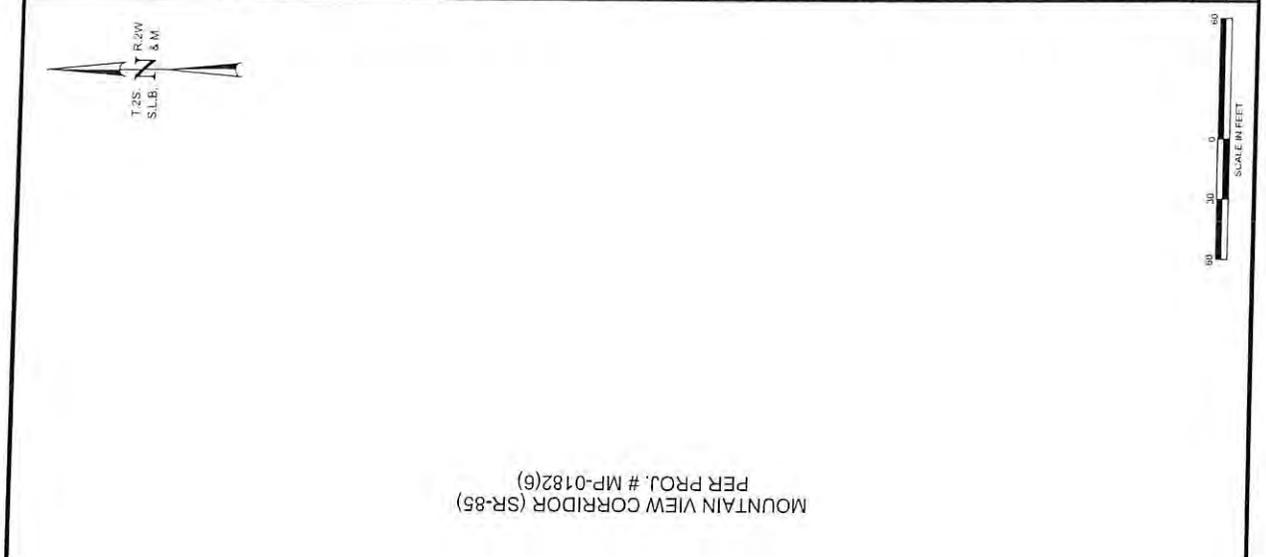
REVISIONS



6200 SOUTH STREET CONTROL LINE
 N76°11'56"E 50.00'
 S89°58'39"E 450.00'



PROJECT: 6200 SOUTH: 6100 WEST TO SR-111		PROJECT NO.: 8557		SHEET NO.: 5	
PROJ. REF: F-2150(1)0		DATE: 08/17/2015		COUNT: 5	
APPROVED: [Signature]		DATE: 08/17/2015		COUNT: 5	
DRAWN BY: [Name]		DATE: 08/17/2015		COUNT: 5	
CHECKED BY: [Name]		DATE: 08/17/2015		COUNT: 5	
DESIGNED BY: [Name]		DATE: 08/17/2015		COUNT: 5	
UTAH DEPARTMENT OF TRANSPORTATION		REGION 2 - MERIDIAN ENGINEERING, INC.		SHEET NO.: 5	



MOUNTAIN VIEW CORRIDOR (SR-85)
 PER PROJ. # MP-0182(6)



WEST VALLEY CITY
 (INCORPORATED)
 EXHIBIT B

NE 1/4 NE 1/4
 SEC. 22

PROSPERITY RESERVE, INC.
 6511 WEST 1300 SOUTH
 ENTRY NO. 4899559

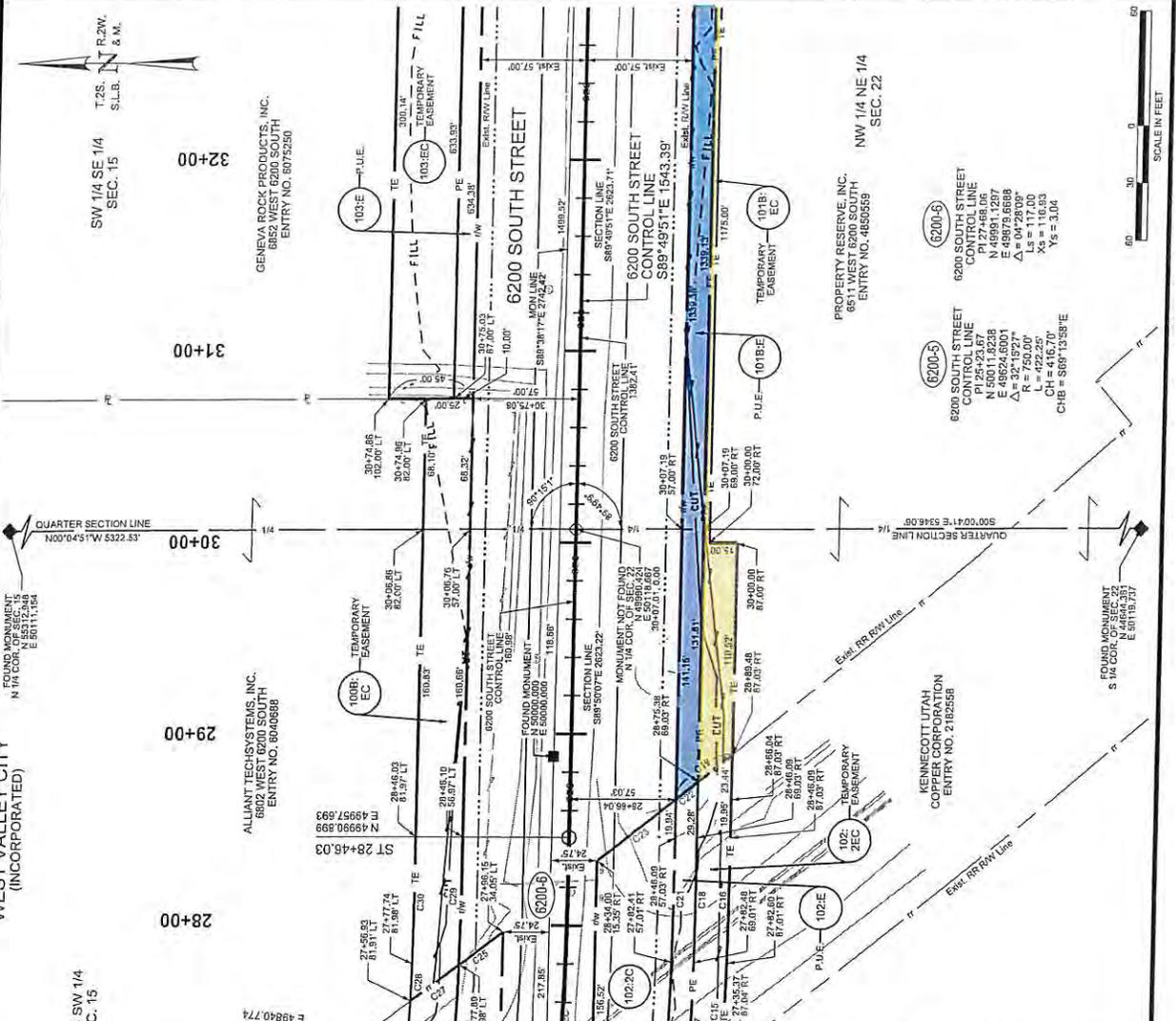
SEE SHEET No. 4

TZS: N
 S.L.B. R.2W & M.

EXHIBIT B

(Fence Line)

4842-1619-3315, v. 4

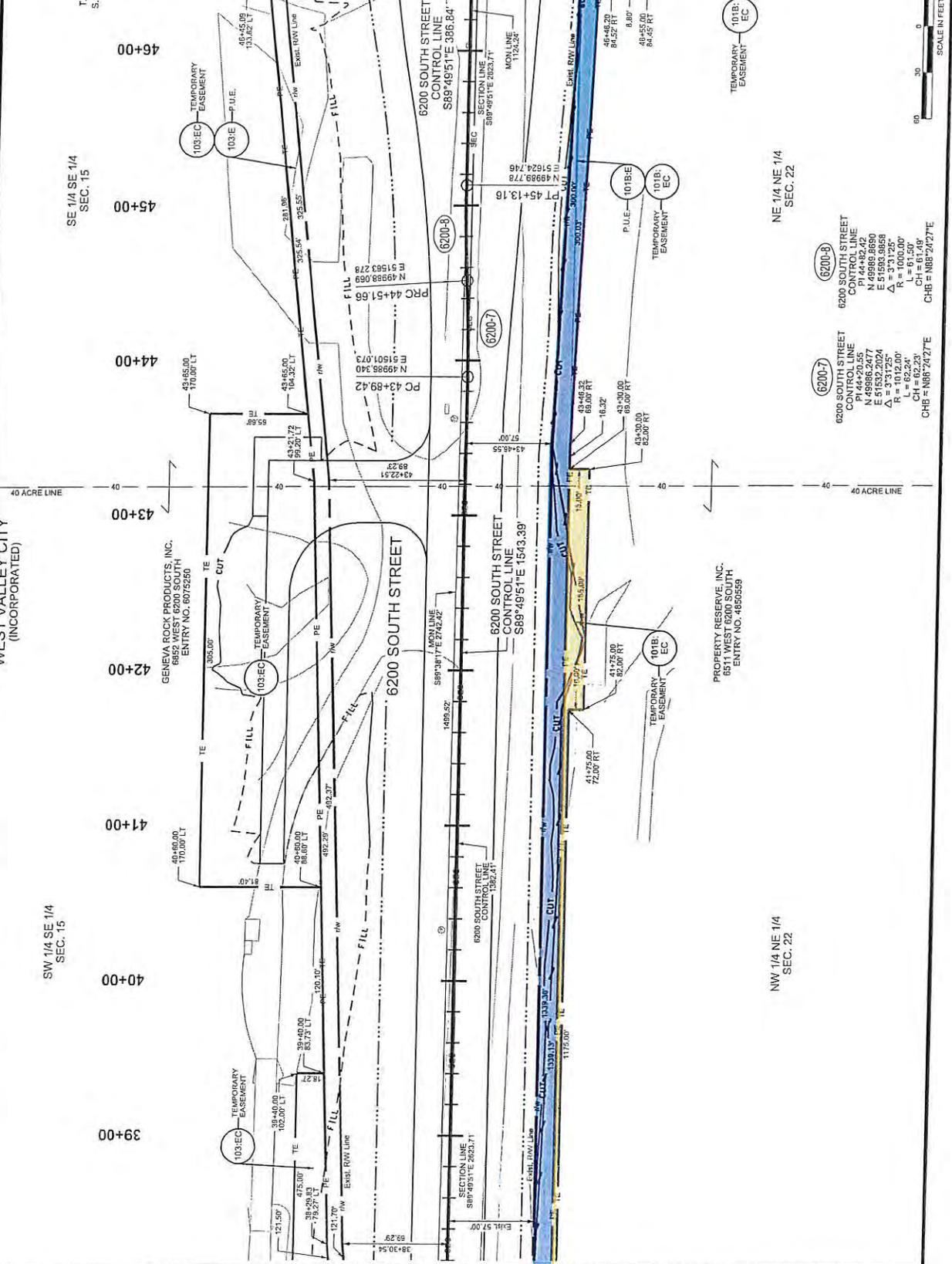


CURVE TABLE				CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH
C1	847.00	27°14'00"	338.25	S25°23'11"E	620.00	0°55'52"	65.49
C2	870.00	15°02'30"	276.61	S79°48'51"E	C17	510.00	04°05'52"
C3	892.00	11°51'30"	226.89	S77°37'12"E	C18	4912.00	0°55'52"
C4	892.00	16°54'30"	310.22	S35°30'02"E	C19	5888.24	0°55'52"
C5	847.00	16°54'30"	310.22	S35°30'02"E	C20	888.50	04°51'24"
C6	5793.24	0°54'30"	73.51	S81°29'27"W	C21	4000.00	0°55'52"
C7	5793.24	0°54'30"	73.51	S81°29'27"W	C22	5888.24	0°55'52"
C8	661.37	07°41'12"	80.61	S35°11'09"E	C23	5888.24	0°55'52"
C9	5793.24	0°54'30"	73.51	S81°29'27"W	C24	735.26	00°17'24"
C10	892.00	09°03'00"	61.26	S77°21'42"E	C25	5888.24	0°55'52"
C11	5793.24	0°54'30"	73.51	S81°29'27"W	C26	711.26	07°05'51"
C12	5793.24	0°54'30"	73.51	S81°29'27"W	C27	5888.24	0°55'52"
C13	5793.24	0°54'30"	73.51	S81°29'27"W	C28	2251.81	01°27'30"
C14	5793.24	0°54'30"	73.51	S81°29'27"W	C29	2251.81	01°27'30"
C15	928.50	03°09'54"	51.31	S37°13'00"E	C30	2204.81	01°27'30"

WEST VALLEY CITY (INCORPORATED)
 SE 1/4 SW 1/4 SEC. 15
 SW 1/4 SE 1/4 SEC. 15
 T.2S. S.L.B. & M.
 R.2W.
 ALLIANT TECHSYSTEMS, INC. 6802 WEST 6200 SOUTH ENTRY NO. 6040688
 KENNECOTT UTAH COPPER CORPORATION ENTRY NO. 2182558
 PROPERTY RESERVE, INC. 6811 WEST 6200 SOUTH ENTRY NO. 4850559
 KENNECOTT UTAH COPPER CORPORATION ENTRY NO. 2182558
 PROPERTY RESERVE, INC. 6811 WEST 6200 SOUTH ENTRY NO. 4850559
 FOUND MONUMENT S 1/4 COR. N 4850 337 E 5811 119.737

REVISIONS		APPROVED		PROJECT		SHEET NO.	
NO.	DATE	APPROVED BY	DATE	PROJECT NO.	PROJECT NAME	SHEET NO.	DATE

UTAH DEPARTMENT OF TRANSPORTATION
 REGION 2 - MERIDIAN ENGINEERING, INC.
 PROJECT: 6200 SOUTH, 6100 WEST TO SR-111
 DRAWN BY: 6567
 DATE: 05/27/2015
 CHECKED BY: JLS
 APPROVED: [Signature]



WEST VALLEY CITY (INCORPORATED)
 SE 1/4 SE 1/4 SEC. 15
 SW 1/4 SE 1/4 SEC. 15
 NE 1/4 NE 1/4 SEC. 22
 NW 1/4 NE 1/4 SEC. 22

GENEVA ROCK PRODUCTS, INC.
 6200 SOUTH
 ENTRY NO. 0915220

PROPERTY RESERVE, INC.
 6501 SOUTH
 ENTRY NO. 489559

6200-7
 6200-8

6200 SOUTH STREET CONTROL LINE
 CONTROL LINE
 CONTROL LINE

SECTION LINE
 SECTION LINE
 SECTION LINE

MEAN LINE
 MEAN LINE
 MEAN LINE

103E TEMPORARY EASEMENT
 103E TEMPORARY EASEMENT
 103E TEMPORARY EASEMENT

101B TEMPORARY EASEMENT
 101B TEMPORARY EASEMENT
 101B TEMPORARY EASEMENT

SCALE IN FEET
 0 30 60

T.S. R.2W. S.L.B. & M.

West Valley City, a municipal corporation
Right-of-way Contract
Fee Simple Acquisition – Strip Take

Project No: F-2150(1)0 Parcel No.(s): 101:E, 101:EC, 101B:C, 101B:E, 101B:EC
Job/Project /Authorization No: 53950 Pin No: 8557
Project Location: 6200 SOUTH; 6100 WEST TO SR-111
County of Property: SALT LAKE Tax ID / Sidwell No: 20-22-126-003-4001 and 20-22-201-002-4001
Property Address: 7011 West 6200 South WEST VALLEY CITY, UT 84118
Owner's Address: 79 South Main Street, Suite 600, Salt Lake City, UT 84111
Primary Phone: 801-321-8700 Owner's Representative: Doug Holmberg Owner's Representative Phone: 801-321-8704
Owner / Grantor: Property Reserve Inc. (f/k/a Deseret Title Holding Corporation), a Utah nonprofit corporation

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell for transportation purposes by Quit Claim Deed, Perpetual Utility Easement, Temporary Construction Easement, known as parcel numbers 101:E, 101:EC, 101B:C, 101B:E, 101B:EC in substantially the same form and content as the Quit Claim Deed attached hereto and incorporated herein on Exhibits A.

This contract is to be returned to: West Valley City, a municipal corporation
Attention: Steven J. Dale, Right-of-way Agent
3600 South Constitution Blvd.
West Valley City, Utah 84119

1. Grantor will convey the right-of-way in its "AS IS", "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS", including but not limited to existing easements, recorded or unrecorded, both latent and patent defects. Grantor shall have the right to reserve any mineral and water rights. Grantor will convey the right of way via a quitclaim deed subject to: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, taxes and assessments, and all other matters of record or enforceable at law or in equity.
2. Grantor shall leave the property in the same condition as it was when this contract was signed. NO material work, improvement, or alteration will be done to the property unless mutually agreed to by the parties. Grantor shall not subject the property to any new lease, mortgage, pledge, lien, or other encumbrance after the date this contract was signed, unless mutually agreed to by the parties.
3. Grantor and Grantee are tax exempt entities.
4. The City shall pay the Grantor and or other parties of interest for the real property in the Quit Claim Deed, Perpetual Utility Easement, and Temporary Easement referenced above.
5. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the 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, project caused statutory relocations, and other related transportation uses.
6. This is a voluntary sale to West Valley City. It is not subject to condemnation.

As this is a voluntary sale, the Grantors waive any right they have to "first right of refusal" on any surplus property not used for the proposed highway or other transportation projects.

Additional Terms:

1. The City shall pay the Grantor \$158,400.00 as just compensation for the property and easements.
2. The City shall be responsible for rollback taxes, if any on the property acquired under this Right of Way Contract and shall pay said rollback taxes at closing.

3. Both Grantor and the City expressly understand that each of the representations, warranties, and covenants made in this Right of Way Contract is material, and that the City is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Right of Way Contract and as of the closing date, as though such representations, warranties, and covenants had been made on each of such dates. This Right of Way Contract is contingent upon the truth of these representations and warranties and upon the Grantor's compliance with all covenants contained in this Contract.
4. Grantee's obligations in this Right of Way Contract are considered to be contractual for the purposes of the Governmental Immunity Act.

Total Selling Price: \$158,400.00

Grantor's Initials

_____ **Grantor understands this agreement is an option until approved by the West Valley City Council.**

_____ This contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed the same page.

Date

By: Mark Gibbons 12/09/15
 Property Reserve Inc. (f/k/a Deseret Title Holding Corporation),
 a Utah nonprofit corporation

State of Utah)
 County of Salt Lake) :ss

On the 9th day of December, 2015, personally appeared before me Mark B. Gibbons, who affirmed that he is the President of Property Reserve Inc. (f/k/a Deseret Title Holding Corporation), a Utah nonprofit corporation, and that this Agreement was signed by him/her in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and he/she acknowledged to me that said corporation executed the same.



[Signature]
 NOTARY PUBLIC

Date

[Signature] 12/30/15
 Steven J. Dale / Acquisition Agent

[Signature] 12/30/15
 Coby S. Wilson / Team Leader

Approved by Mayor Ron Bigelow

Attest: City Recorder

Exhibit A
[Form of Quit Claim Deed]

WHEN RECORDED, MAIL TO:
West Valley City
3600 South Constitution Boulevard
West Valley City, Utah 84119

Quit Claim Deed
(Corporation)
Salt Lake County

Tax ID No. 20-22-201-002
PIN No. 8557
Project No. F-2150(1)0
Parcel No. 2150:101B:C

Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah nonprofit corporation, Grantor, at 79 S. Main Street, Suite 600, Salt Lake City, Utah 84111, hereby bad doc type to WEST VALLEY CITY, a Utah municipal corporation, Grantee, at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described _____ parcel _____ of _____ land _____ in _____
Salt Lake _____ County, State of Utah, to-wit:

See **Exhibits A and B** attached hereto and incorporated by reference herein

SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, taxes and assessments, and all other matters of record or enforceable at law or in equity.

GRANTOR SPECIFICALLY RESERVES, excepts and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following-minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, Grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance. Grantor cannot exercise the mineral rights from the surface of the real property described on Exhibit A or in the upper two hundred fifty (250) feet of the subsurface or engage in any activity that will weaken the stability of the road.

RESERVING unto Grantor any water rights or rights to the use of water whether appurtenant to the Property or not in which Grantor may have an interest. Grantor does not intend by this deed to transfer any water rights or rights to the use of water and it is Grantor's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication. However, the construction of a roadway and storm drain system, installation and operation of utilities, and other activities incident to the operation of utilities or a public street shall not be construed as an interference with or violation of any water rights belonging to the Property.

PIN No. 8557
Project No. F-2150(1)0
Parcel No. 2150:101B:C



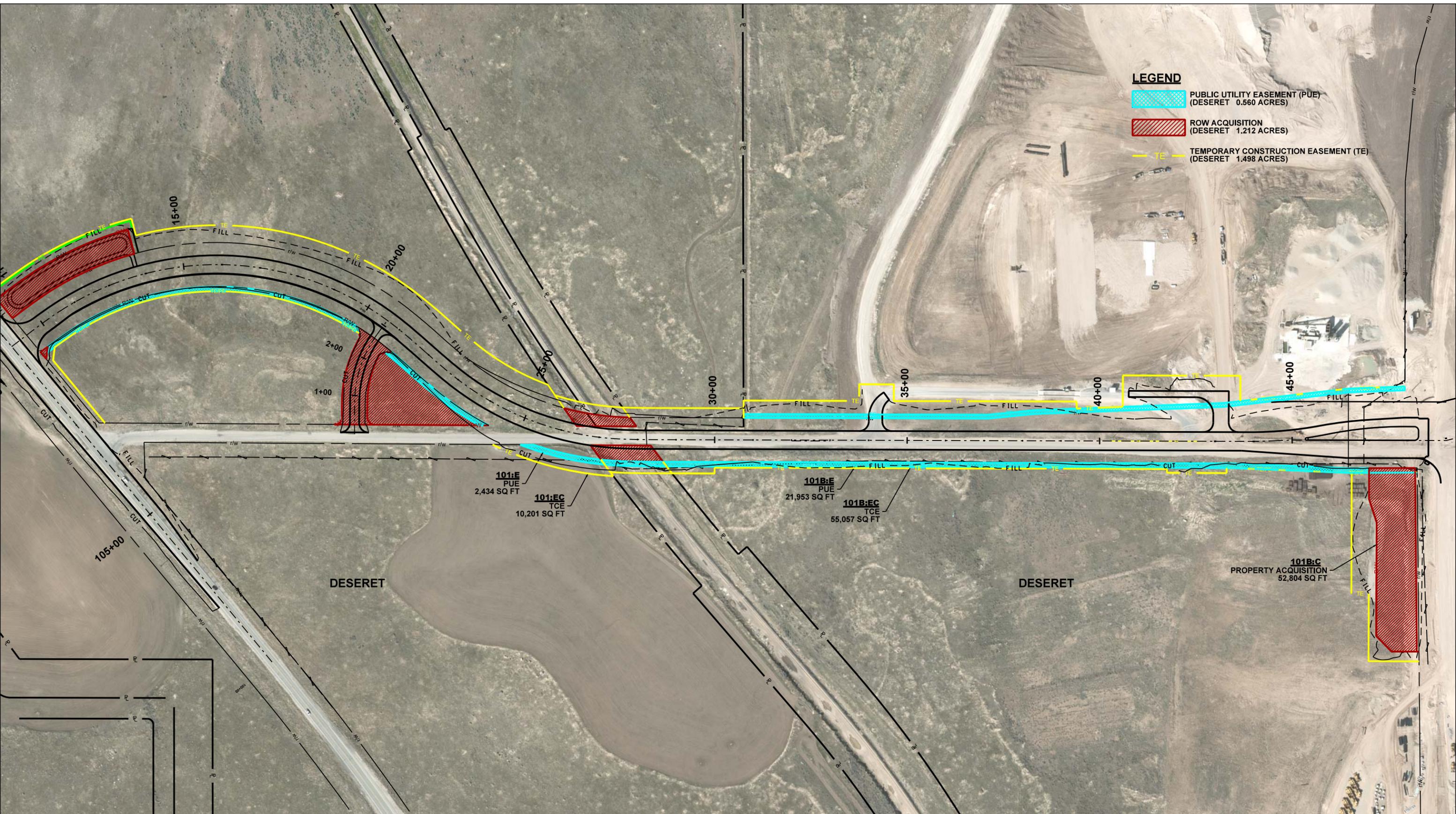
A parcel of land in fee for the widening of the existing highway 6200 South Street known as Project No. F-2150(1)0, being part of an entire tract of property situate in the NE1/4NE1/4 of Section 22, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southerly right of way line of the existing 6200 South Street which point is 118.66 feet S.89°38'17"E. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 8.83 feet S.00°04'51"E. along the north-south quarter section line of said section to the North Quarter Corner of said Section 22, as calculated using evidence on the ground coupled with a survey filed as S89-01-0017 with the Salt Lake County Surveyor's office and 1,339.54 feet S.89°49'51"E. along the northerly section line of said section and 57.00 feet S.00°10'09"W. and 300.00 feet S.87°35'36"E. along said southerly right of way line and 53.60 feet N.89°45'15"E. along the southerly right of way line and non-access line of the Mountain View Corridor, State Route 85 from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 72.13 feet perpendicularly distant southerly from the control line of said project opposite engineer station 47+00.00; and running thence N.89°45'16"E. 125.11 feet along said southerly right of way line and non-access line to the westerly right of way line of said Mountain View Corridor; thence S.00°33'33"E. 475.82 feet along said westerly right of way line to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 48+31.15; thence N.89°49'51"W. 71.15 feet to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+60.00; thence N.44°49'51"W. 56.57 feet to a point 507.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence N.00°10'09"E. 295.00 feet to a point 212.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence N.18°15'56"W. 63.25 feet to a point 152.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence N.00°10'09"E. 79.87 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 52,804 square feet or 1.212 acres in area, more or less.

CK by JJB 29 Oct 2015

(Note: All bearings in the above description equal highway bearings.)





Utah's Water Future

Results of 2014 iUTAH Household Survey



EPSCoR

iUTAH



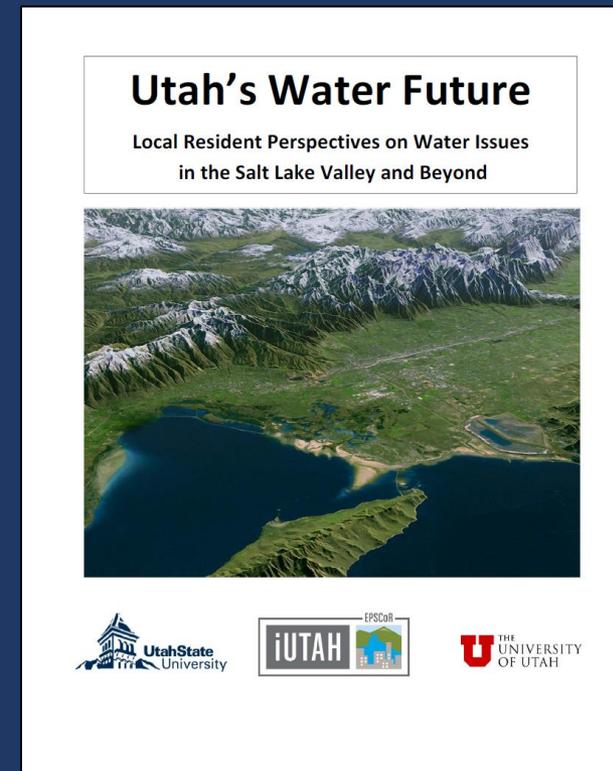
What is iUTAH?



- National Science Foundation award to Utah
- GOAL: Improve science for water management
- Utah State = lead university (but collaborating with all Utah universities)
- One component → social science research
 - Surveys
 - Interviews
 - Policy analysis

Summer 2014 Household Survey

- Topics:
 - Household water use and decision-making
 - Lawn watering & outdoor landscaping behaviors
 - Perceptions of water situation
 - Water policy priorities and preferences
 - City-level
 - Statewide



Data collected from
over 2,400
households in 23
neighborhoods

- Represent different 'types' of urban areas
- Drop-off/Pick-up method
- 62% response rate overall

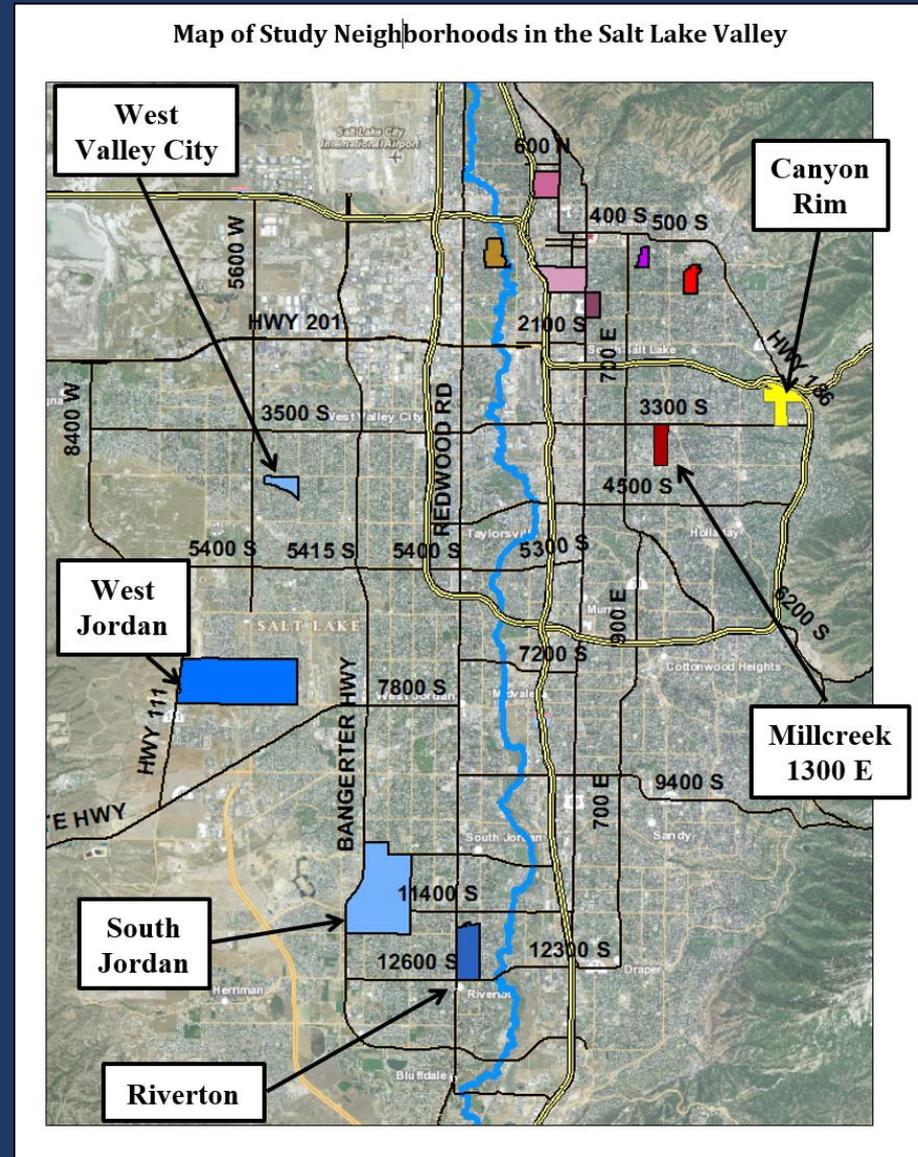


Household Survey



Salt Lake Valley Neighborhoods

- 6 in Salt Lake City
 - West High
 - Poplar Grove
 - People's Freeway
 - Liberty Wells
 - 9th & 9th
 - Yalecrest
- 2 in Millcreek (*SLCPUD service*)
 - Canyon Rim
 - Lower Millcreek
- 4 in other major cities
 - Riverton (*n=107, 61% Resp Rate*)
 - South Jordan (*n=86, 48% RR*)
 - West Jordan (*n=118, 68% RR*)
 - **West Valley City (*n=103, 60% Response Rate*)**



Map of West Valley City Study Neighborhood

4100 South



4200 W to 5400 W

~4800 South



Representative

- Good representation of adult residents in study neighborhood
- Fairly good representation of West Valley City as a whole
- Main differences:
 - Over-represent adults over 65
 - Under-represent adults under 35, women, wealthiest households

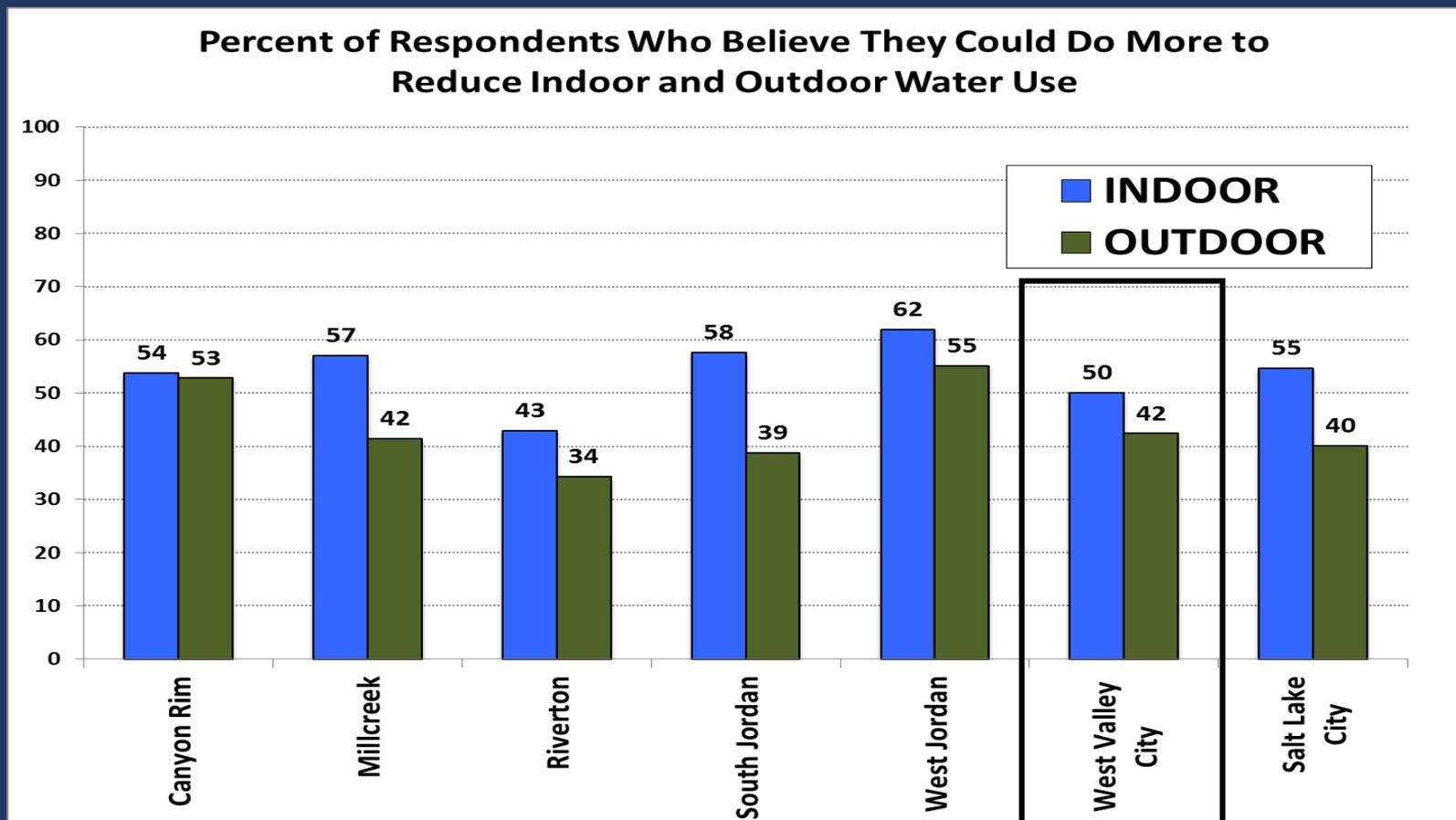
	West Valley City Respondents	Census: West Valley City Neighborhood	Census: West Valley City
	<i>percent of adults or households</i>		
Percent 18 to 35 years old	20	37	<i>41</i>
Percent over 65	31	11	<i>10</i>
Female Adults	44	50	<i>50</i>
Non-Hispanic White Adults	66	60	<i>59</i>
Adults w/ 4-year College Degree	19	14	<i>13</i>
Households with Income >\$75,000	19	40	<i>29</i>
Households with Income < \$25,000	23	20	<i>20</i>
Households that Rent	17	13	<i>30</i>
Mean Household Size	3.6	3.8	<i>3.5</i>

FINDINGS (highlights)

- **People know how much they spend on water, not how much they use**
 - *81% familiar with cost*
 - *Just 40% familiar with volume*
- **Lawn watering mostly done by residents**
 - *97% of households*
- **People know & follow basic recommendations**
 - *Few water during the day (7%)*
 - *Water ~3.5x per week mid-summer*
 - *Watering based on rainfall (88%), conservation (80%), aesthetics (62-66%), convenience (61-64%),*

FINDINGS (highlights)

- Small group say they have decreased indoor (23%) or outdoor (16%) water use in last 5 years
- More than half think they can save more indoors (50%) or outdoors (42%)



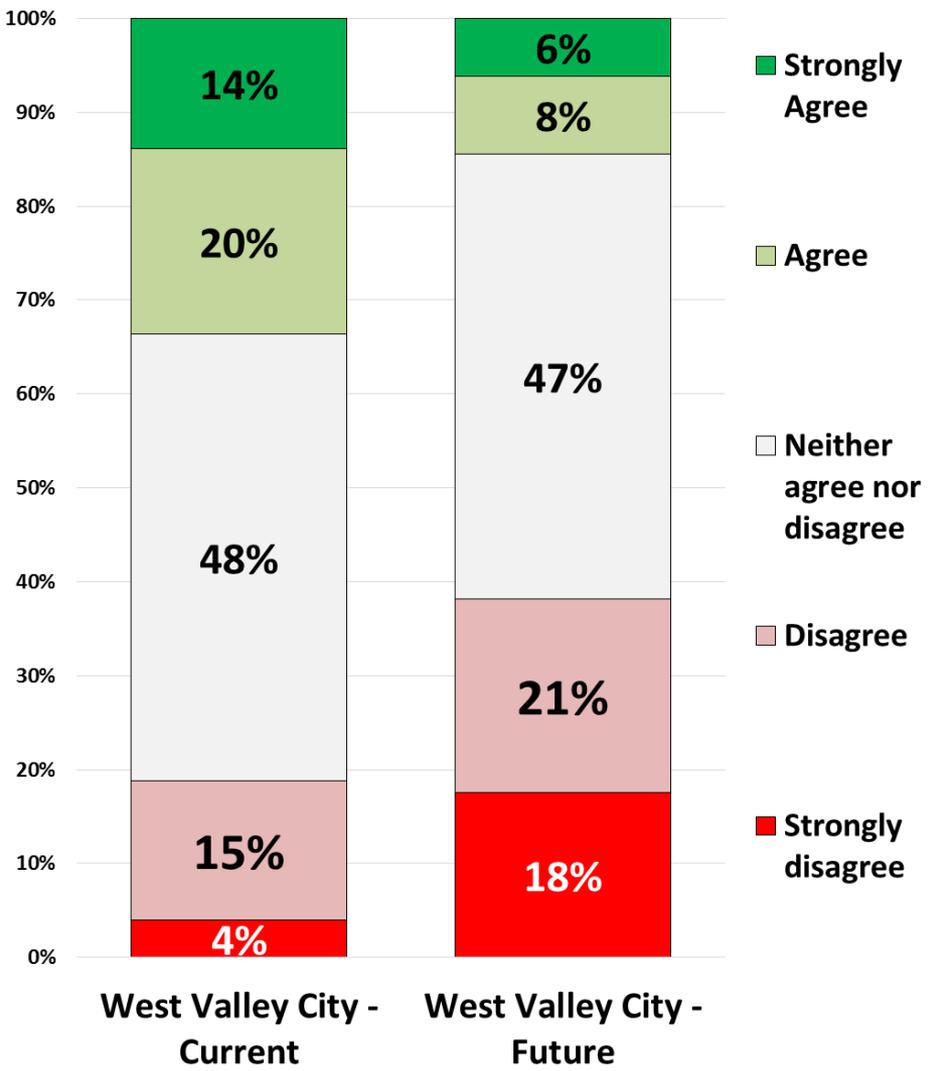
FINDINGS (highlights)

- People more likely to conserve if
 - *It ensures future supply for their home (77%)*
 - *It reduces water bills (77%)*
 - *It improves fish & wildlife habitat (64%)*
- People least likely to conserve water if savings are used to increase development in the area (33%)

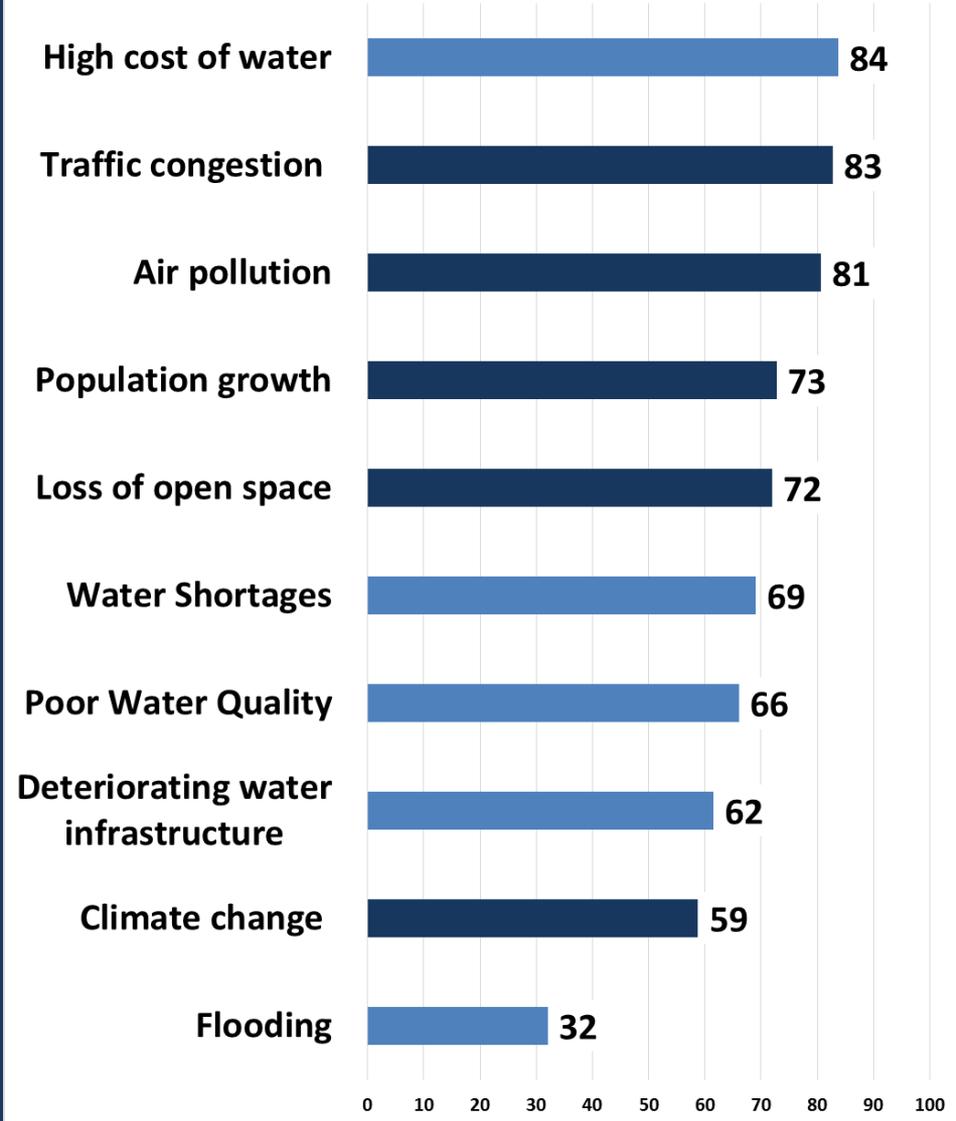
Current supply seen as adequate; Future supply inadequate

Most non-water issues bigger concerns than water issues

There is Enough Water to Meet the Needs of All People and Businesses in West Valley City

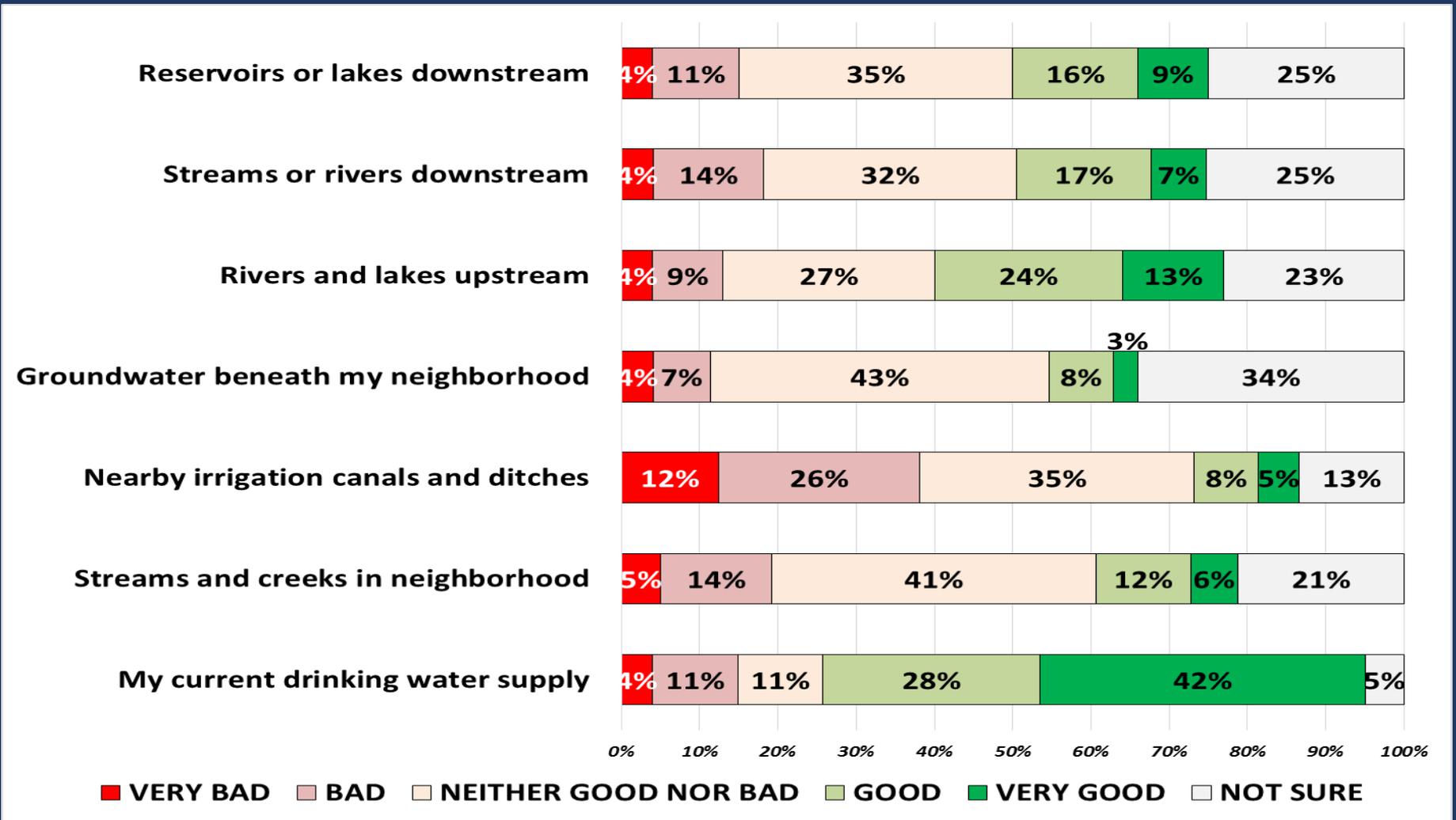


Percent of Respondents Concerned or Very Concerned about Key Issues

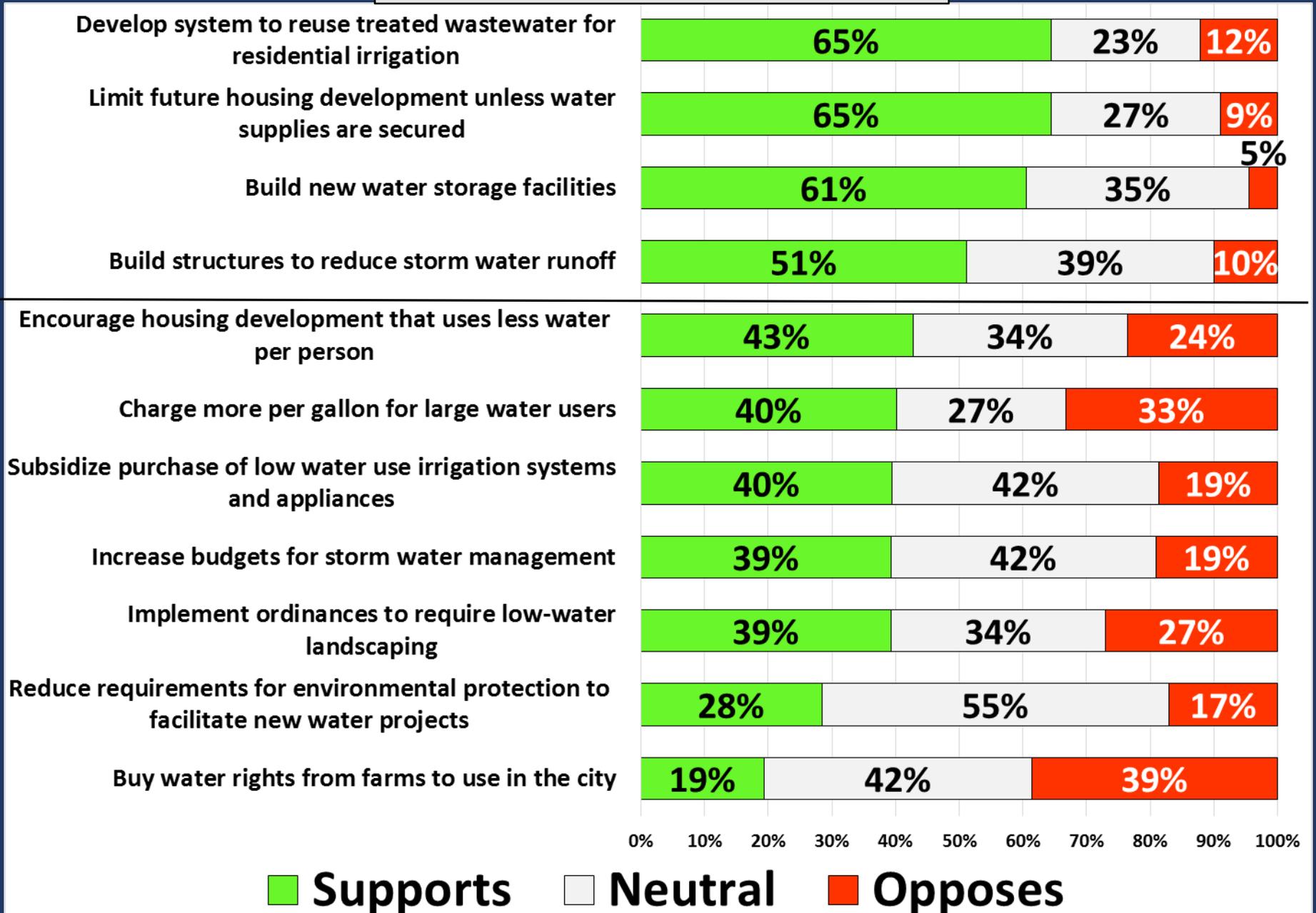


FINDINGS (highlights)

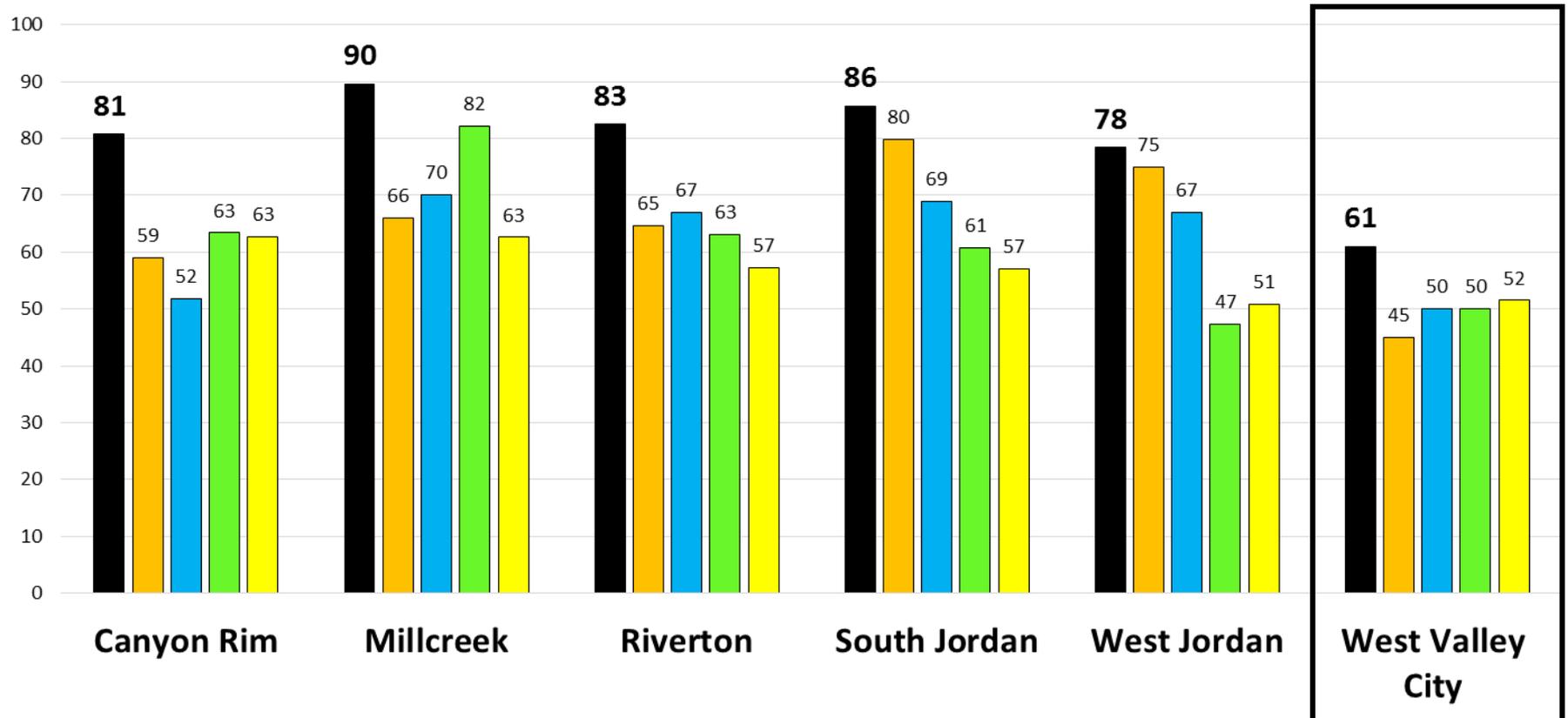
- Local water quality generally viewed as good



LOCAL POLICY PREFERENCES



Satisfaction with Various Aspects of Neighborhood



- Overall Quality of life
- Appearance of homes and yards
- Opportunities to interact with neighbors
- Quality of parks and common spaces
- Number of shade trees

QUESTIONS?

FULL REPORTS:

www.iutahepsc.org/hhsurvey

Doug Jackson-Smith

doug.jackson-smith@usu.edu

435-797-0582

January 28, 2016

MEMORANDUM

TO: CITY COUNCIL
FROM: WAYNE T. PYLE, CITY MANAGER
RE: UPCOMING MEETINGS AND EVENTS

City Council Study Meetings are held at 4:30 P.M. every Tuesday unless otherwise noted.

City Council Regular Meeting are held at 6:30 P.M. every Tuesday unless otherwise noted.

February

February 4, 2016 <i>Thursday</i>	District 5 Town Hall Meeting with Senator Karen Mayne, West Valley City Hall Council Chambers, 3600 S Constitution Blvd- 6:00 PM- 8:00 PM
February 9, 2016 <i>Tuesday</i>	Parks and Fire Presentations/ Strategic Plan
February 15, 2016 <i>Monday</i>	President's Day Holiday- City Hall Closed
February 16, 2016 <i>Tuesday</i>	Police Department Presentation
February 17, 2016 <i>Wednesday</i>	Harman Heritage Series- A Canyon Peoples' Portrait with Filmmaker Isaac Goeckeritz, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
February 17, 2016 <i>Wednesday</i>	31 st Annual Police Awards Banquet, 6:30 PM- 8:30 PM- Utah Cultural Celebration Center, 1355 W

3100 S

February 19, 2016
Friday

City Council Meeting, Strategic Plan Retreat
Maverik Center, 3200 Decker Lake Drive

February 20, 2016
Friday

City Council Meeting, Strategic Plan Retreat-
Maverik Center, 3200 Decker Lake Drive

March

March 7-9
Mon- Wed

National League of Cities Conference in
Washington D.C.

March 16, 2016
Teresa
Wednesday

Harman Heritage Series- Family Stories with
Clark, 1:00 P.M. – 3:00 P.M. - Harman Senior
Recreation Center, 4090 South 3600 West

March 29, 2016

No City Council Meetings- 5th Tuesday

April

April 5, 2016
Tuesday

RDA, HA, and BA Meetings Scheduled

April 20, 2016
Wednesday

Harman Heritage Series- Garfield County Stories
and Songs, 1:00 P.M.- 3:00 P.M. - Harman Senior
Recreation Center, 4090 South 3600 West

April 26, 2016
Tuesday

RDA, HA, and BA Meetings Scheduled

May

May 3, 2016
Tuesday

RDA, HA, and BA Meetings Scheduled

May 18, 2016
Other *Wednesday*

Harman Heritage Series- Drops in a Bucket &
Songs, 1:00 P.M.- 3:00 P.M. - Harman

Senior

Recreation Center, 4090 South 3600 West

May 30, 2016
Monday

Memorial Day Holiday- City Hall Closed

May 31, 2016

No City Council Meetings- 5th Tuesday

June

June 7, 2016
Tuesday

RDA, HA, and BA Meetings Scheduled

June 15, 2016
Wednesday

Harman Heritage Series- Art Alive! Stories Behind the Art, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West

July

July 4, 2016
Monday

Independence Day Holiday- City Hall Closed

July 21, 2016
USANA Thursday

Keith Urban feat. Brett Eldredge, time TBD- Amphitheatre, 5125 South 6400 West

July 25, 2016
Monday

Pioneer Day Holiday- City Hall Closed

July 26, 2016
Tuesday

Weezer/ Panic at the Disco, time TBD- USANA Amphitheatre, 5125 South 6400 West

August

August 2, 2016

National Night Out/ No City Council Meetings

August 30, 2016

No Council Meetings- 5th Tuesday

September

September 5, 2016

Labor Day Holiday- City Hall Closed

Monday

September 30, 2016
Friday

Luke Bryan, time TBD- USANA Amphitheatre, 5125 South 6400 West

October 1, 2016
Saturday

Luke Bryan, time TBD- USANA Amphitheatre, 5125 South 6400 West

October

October 4, 2016
Tuesday

RDA, HA, and BA Meetings Scheduled

November

November 11, 2016
Friday

Veteran's Day Holiday

November 24, 2016
Thursday

Thanksgiving Holiday- City Hall Closed

November 29, 2016

No Council Meetings- 5th Tuesday

December

December 27, 2016

No Council Meetings- Christmas