The Regular Meeting of the West Valley City Council will be held on Tuesday, May 24, 2016, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted May 19, 2016 at 3:00 PM

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Karen Lang

4. Special Recognitions

5. Approval of Minutes:

   A. May 10, 2016

6. Awards, Ceremonies and Proclamations:

   A. Presentation of Mayor's Star of Excellence Awards to Students of Granger, Hunter, Cyprus, and Taylorsville High Schools

7. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone.

- 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.

All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Public Hearings:

A. Accept Public Input Regarding Application No. Z-3-2016, Filed by Hughes General Contractors, Requesting a Zone Change from Zone 'A' (Agriculture) to 'M' (Manufacturing) on Property Located at 7114 West SR-201 North Frontage Road

Action: Consider Ordinance No. 16-23, Amending the Zoning Map to Show a Change of Zone for Property Located at 7114 West SR-201 North Frontage Road from Zone 'A' (Agriculture) to Zone 'M' (Manufacturing)

B. Accept Public Input Regarding Application No. Z-5-2016, Filed by Adam Nash, Requesting a Zone Change From Zone 'A' (Agricultural) to 'RE' (Residential Estate) on Property Located at 3320 South 6400 West

Action: Consider Ordinance No. 16-24, Amending the Zoning Map to Show a Change of Zone for Property Located at 3320 South 6400 West from Zone 'A' (Agriculture) to Zone "RE' (Residential Estate)

Action: Consider Resolution No. 16-83, Authorizing the City to Enter into a Development Agreement with Mountain Vista Development Inc. for Approximately 5.0 Acres of Property Located at 3320 South 6400 West

C. Accept Public Input Regarding Application ZT-4-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-14-105 of the West Valley City Municipal Code to Require Basements in Single Family Dwellings Where Soil Conditions Allow and to Increase the Minimum Size for Single Family Dwellings Where Soil Conditions Do Not Allow Basements

Action: Consider Ordinance 16-25, Amend Section 7-14-105 of the West Valley City Municipal Code to Amend Provisions Governing the Construction of Certain Single Family Dwellings

D. Accept Public Input Regarding Application ZT-5-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-14-105 of the West Valley City Municipal Code to Exempt Properties Under Certain Instances from the Latest Single Family Dwelling Standards

Action: Consider Ordinance 16-26, Amending Section 7-14-105 of the West Valley City Municipal Code to Amend Provisions Governing the Construction of Certain Single Family Dwellings

9. Resolutions:

A. 16-84: Approve the Purchase of a Replacement Ambulance Cab and Chassis for Use by the Fire Department

B. 16-85: Approve the Purchase of a Vermeer BC1500 Wood Chipper from Vermeer Rocky Mountain Inc. For Use by the Public Works Department

C. 16-86: Award a Contract to Stapp Construction for the Fairbourne Station Phase II Roadway and Utility Project

D. 16-87: Approve the Purchase of Traffic Signal Equipment from Utah Department of Transportation for the Fairbourne Station Phase II Roadway Project at 3030 West 3500 South

E. Reso. 16-90: Authorize the Execution and Recording of a Delay Agreement Between West Valley City and HD Magna, LLC for Property Located at 3420 South 5600 West

10. Consent Agenda:

A. Reso. 16-88: Authorize the City to Grant a Temporary Construction Easement to Ralph L. Wadsworth/Staker Parsons (RLW/SPC) Joint Venture on Property Located at 5168 South Upper Ridge Road (20-11-302-003)

B. Reso. 16-89: Authorize West Valley City to Grant a Right of Way Easement in Favor of Rocky Mountain Power for the West Valley Skate Park Located at 3201 South 5600 West in Centennial Park

C. Reso. 16-91: Authorize the Execution and Recording of a Delay Agreement Between West Valley City and Willow Wood L.L.C. for Property Located at 3515 West 3500 South

11. New Business:

A. Reso. 16-92: Authorize the City to Accept a Quit Claim Deed from PacifiCorp (Rocky Mountain Power) and Approval of an Easement in Favor of PacifiCorp at Approximately 4200 South 5800 West

B. Advisory Review of City Council Decision on Application Z-1-2016

12. Motion for Executive Session

13. Adjourn

MINUTES OF COUNCIL STUDY MEETING – MAY 10, 2016
-1-

THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, MAY 10, 2016, AT 4:33 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
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
Andrew Wallentine, Administration
Steve Pastorik, CED Department
Mark Nord, CED Department
Steve Lehman, CED Department
Heather Royall, CPD Department

1. **APPROVAL OF MINUTES OF STUDY MEETING HELD APRIL 26, 2016**
The Council read and considered Minutes of the Study Meeting held April 26, 2016. There were no changes, corrections or deletions.

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Councilmember Vincent moved to approve the Minutes of the Study Meeting held April 26, 2016. Councilmember Nordfelt seconded the motion.

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

2. **REVIEW AGENDAS FOR COUNCIL REGULAR MEETING AND SPECIAL REGULAR MEETINGS OF THE REDEVELOPMENT AGENCY, HOUSING AUTHORITY AND BUILDING AUTHORITY SCHEDULED MAY 10, 2016**

The City Council reviewed items on the Agendas for the Council Regular Meeting and Special Regular Meetings of the Redevelopment Agency, Housing Authority and Building Authority scheduled May 10, 2016.

An item listed on the Redevelopment Agency Special Regular Meeting Agenda, was discussed as follows:

Item No. 3. A. – Resolution No. 16-08, Authorize the Execution of an Amendment to the Agreement for Disposition of Land for Private Development (A.D.L.) with Fairbourne Real Estate Investors, LLC to Grant an Easement to Granger-Hunter Improvement District and Authorize the Redevelopment Agency to Construct Additional Improvements

Mark Nord discussed proposed RDA Resolution No. 16-08 that would authorize the execution of an Amendment to the Agreement for Disposition of Land for Private Development (ADL) with Fairbourne Real Estate Investors, LLC to grant an easement to Granger-Hunter Improvement District and authorize the Redevelopment Agency to construct additional improvements.

Written documentation previously provided to the Board included information as follows:

The proposal would approve an Amendment that required Fairbourne Real Estate Investors, LLC to grant a sewer line easement to Granger-Hunter Improvement District, as well as requiring the Agency to construct a sewer and install curb cuts and drive approaches for two driveways.

A Redevelopment Project Area Plan for a redevelopment area known as City Center had previously been approved. To facilitate the developer's acquisition and development of certain land in the Project Area in accordance with the provisions of the Project Area Plan, the Agency entered into an Agreement with the developer dated July 21, 2015.

The parties now desired to amend their obligations under the subject Agreement to provide that the developer would grant a sewer line easement to the Improvement District and the Agency would construct a sewer and take over from the developer the responsibility to install curb cuts and drive approaches for two driveways shown on the existing property site plan contained in the Agreement.

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Upon inquiry there were no further questions from members of the City Council.

(See Item No. 5 below for additional discussion items)

3. **PUBLIC HEARINGS SCHEDULED MAY 17, 2016**

A. **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AND BUDGET PROPOSAL OF RECOMMENDED PROJECTS FOR FY 2016-2017**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled May 17, 2016, in order for the City Council to hear and consider public comments regarding the Community Development Block Grant (CDBG) Annual Action Plan and budget proposal of recommended projects for fiscal year 2016-2017.

Proposed Resolution No. 16-78 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

RESOLUTION NO. 16-78, APPROVING THE WEST VALLEY CITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BUDGET PROPOSAL ON RECOMMENDED PROJECTS FOR FISCAL YEAR 2016-2017

Layne Morris, CED Department, discussed proposed Resolution No. 16-78 that would approve the West Valley City Community Development Block Grant (CDBG) budget proposal regarding recommended projects for fiscal year 2016-2017.

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

Each year West Valley City received grant funds from the U. S. Department of Housing and Urban Development (HUD) through the CDBG program and HOME funds in partnership with the Salt Lake County Consortium. Before HUD would approve any CDBG expenditures the City must have an approved Annual Action Plan describing goals for the CDBG and HOME programs and a budget listing the projects intended to be funded with CDBG for the 20916-2017 fiscal year. An Annual Action Plan and budget was being proposed that met the goals and federal guidelines of those funds. The City had made its Annual Action Plan and budget proposal available for public review and a public hearing scheduled for May 17, 2016 at 6:30 P.M. to allow for public comment.

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The CDBG and HOME programs funded the City with annual amounts to run various programs pertaining to Low-Moderate income individuals and families. Estimated CDBG Program Income (PI) generated from the CDBG Home Rehabilitation Program paybacks would be approximately $66,480.00. Program Income offset the funds allocated to the City's CDBG program from HUD and must be reinvested into the CDBG program's eligible projects. The Public Service projects and the Administration costs were capped by HUD with no more than 15% of the total allocation being to Public Services projects and 20% going toward Administration and operating expenses.

West Valley City had a CDBG Committee in place that currently had seven members consisting of both knowledgeable staff and City residents, as directed by HUD. The Committee had gone through an extensive process and each member dedicated over ten hours to hearing individual agencies present their projects/programs, interviewing the agencies, tracking past performance and meeting to discuss funding requests. The recommendations presented to the City Council were those that, by vote of the CDBG Committee members, ranked highest and those who Committee members felt would be most impactful to residents, making the best use of funds received, and staying in line with both the City's five-year Consolidated Plan goals and HUD'S direction.

Upon inquiry by Mayor Bigelow regarding prioritization of projects, Mr. Morris informed the items were listed by priority.

Councilmember Vincent inquired regarding the United Way 211 items.

Mr. Morris explained United Way 211 was a social service hotline that supported people for a number of life events.

Mayor Bigelow inquired if this was the same program that Senator Thatcher tied into. Mr. Morris informed he did not believe so.

Upon inquiry regarding the number of applicants, Mr. Morris indicated the recession had driven many agencies out of business or discouraged them and forced them to incorporate other funding models into their businesses. He added that they were starting to increase and more had applied this year than the previous year.

Upon further discussion and inquiry, Mr. Morris stated there was a lot of consistency from year to year regarding the organizations and it was important to help new agencies begin while ensuring that money was also being provided to reputable groups.

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The City Council will hold a public hearing and consider proposed Resolution No. 16-78 at the Regular Council Meeting scheduled May 17, 2016, at 6:30 P.M.

B. **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. S-8-2016 FILED BY ELIZABETH HUNT, REPRESENTING MAVERIK INC., REQUESTING FINAL PLAT APPROVAL FOR THE MAVERIK GATES AVENUE SUBDIVISION LOCATED AT 7200 WEST GATES AVENUE**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled May 17, 2016, in order for the City Council to hear and consider public comments regarding Application No. S-8-2016 filed by Elizabeth Hunt, representing Maverik Inc., requesting final plat approval for the Maverik Gates Avenue Subdivision located at 7200 West Gates Avenue.

Proposed Ordinance No. 16-18 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ORDINANCE NO. 16-18, APPROVING THE AMENDMENT OF LOTS 1-3 IN BLOCK 1, EAST MAGNA PLAT A SUBDIVISION LOCATED IN WEST VALLEY CITY, UTAH

Steve Lehman, CED Department, discussed proposed Ordinance No. 16-18 that would approve the Amendment of Lots 1-3 in Block 1, East Magna Plat A Subdivision located in West Valley City, Utah.

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

The subject proposal related to a commercial subdivision consisting of 3.78 acres in a Manufacturing zone with the address of 7200 West Gates Avenue. The subdivision had been proposed to consolidate and reconfigure Lots 1-3 in Block 1 of the East Magna Plat A Subdivision that would create two new developable lots. Maverik Inc. had proposed to build a new store on Lot 1 of the subdivision. Lot 2 would develop in the future as either a commercial and/or industrial use. Lot 1 was approximately 2.9 acres and would be the location of a future Maverik store. Lot 2 was approximately .77 acres and expected to develop with either a commercial or industrial use in the future.

The primary business access for both lots would be from Gates Avenue. A second temporary access for Lot 1 had been granted at the northwest corner but would be limited to right-in and right-out movements. The applicant would dedicate portions of property along 7200 West and Gates Avenue. Formal improvements were lacking on both streets but would be installed as development applications were submitted.

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In response to inquiry by Councilmember Lang, Mr. Lehman advised the property to the south had vehicular access to Gates as well. He added the access would also line up with the 7-11 business.

Councilmember Buhler inquired regarding the use currently existing on the property.

Mr. Lehman advised there were older warehouse buildings that would be removed as part of the subject project.

Upon inquiry, Mr. Lehman advised the property to the north was owned by the Utah Department of Transportation and would remain so for possible future expansion of the 201 Freeway. He also explained how traffic flow would function on the subject property.

The City Council will hold a public hearing and consider Application No. S-8-2016 and proposed Ordinance No. 16-18 at the Regular Council Meeting scheduled May 17, 2016, at 6:30 P.M.

C. **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. S-9-2016 FILED BY DEREK GASSER REQUESTING FINAL PLAT APPROVAL FOR THE SHOPPES AT LAKE PARK PHASE 2 – LOTS 2A AMENDED SUBDIVISION LOCATED AT 2927 SOUTH 5600 WEST**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled May 17, 2016, in order for the City Council to hear and consider public comments regarding Application No. S-9-2016 filed by Derek Gasser requesting final plat approval for the Shoppes at Lake Park Phase 2 – Lots 2A Amended Subdivision located at 2927 South 5600 West.

Proposed Ordinance No. 16-19 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ORDINANCE NO. 16-19, APPROVING THE AMENDMENT OF LOT 2A OF THE SHOPPES AT LAKE PARK PHASE 2 SUBDIVISION LOCATED IN WEST VALLEY CITY, UTAH

Steve Lehman, CED Department, discussed proposed Ordinance No. 16-19 that would approve the Amendment of Lots 2A of the Shoppes at Lake Park Phase 2 Subdivision located in West Valley City, Utah.

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

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The purpose of the Amendment would be to create two lots from an existing amended lot.

The Shoppes at Lake Park Phase 2 Subdivision had been recorded with the County Recorder's Office in June of 2007. In April 2012, Lots 2 and 3 had been amended by consolidating them into one lot known as Lot 2A. The property owner desired to re-subdivide the property to allow one or both portions of the existing building to be sold independent of each other. In order to do so, the property would once again comprise two lots. However, the configuration of the lot line would be north/south, whereas the original property line was east/west.

The amended plat would require the property owner to prepare cross access and parking agreements that would need to be recorded along with the amended subdivision plat. In addition, storm water agreements would also need to be addressed as the existing drainage system would impact both lots.

Councilmember Buhler stated it was unusual to divide a property over an existing building.

Mr. Lehman explained a firewall had been constructed in the building that allowed it to be legal.

Also in response to inquiry, Mr. Lehman advised no setbacks had been required since this was zoned commercially.

Upon further inquiry by Mayor Bigelow, it was explained that no other firewalls had been constructed in the building.

The City Council will hold a public hearing regarding Application No. S-9-2016 and proposed Ordinance No. 16-19 at the Regular Council Meeting scheduled May 17, 2016, at 6:30 P.M.

D. **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. Z-2-2016 FILED BY KEN MILNE REQUESTING A ZONE CHANGE FROM A (AGRICULTURE) TO RE (RESIDENTIAL ESTATE) ON PROPERTY LOCATED AT 3702 SOUTH 6400 WEST**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled May 17, 2016, in order for the City Council to hear and consider public comments regarding Application No. Z-2-2016 filed by Ken Milne requesting a zone change from A (Agriculture) to RE (Residential Estate) on property located at 3702 South 6400 West.

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Proposed Ordinance No. 16-20 and proposed Resolution No. 16-79 to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ORDINANCE NO. 16-20, AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3702 SOUTH 6400 WEST FROM ZONE A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO RE (RESIDENTIAL ESTATE)

Steve Pastorik, CED Department, discussed proposed Ordinance No. 16-20 that would amend the Zoning Map to show a change of zone for property located at 3702 South 6400 West from zone A (Agriculture, minimum lot size ½ acre) to RE (Residential Estate).

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

Ken Milne had requested a zone change on six parcels totaling 25.36 acres at the above-referenced location. Surrounding zones included A to the west; R-1-8 to the north; R-1-10, R-1-8 and A-2 to the east; and R-1-10 and A to the south. The property was surrounded by agricultural ground to the west, single-family homes to the north and east, and agricultural ground and a developing new 10,000 square foot lot subdivision to the south. The subject property had been designated as large lot residential that anticipated two to three units per acre, as prescribed in the West Valley City General Plan. The General Plan also indicated need for a park in this area.

The applicant had submitted a concept plan, included in the documentation, that showed the subject property being subdivided into 58 lots yielding a density of 2.3 units/acre. The Parks and Recreation Department had indicated need for a park in this area that would be at least one acre in size. The development Agreement associated with the application included provisions for a one-acre park.

The applicant had also submitted six renderings of homes representative of the quality that would be built at the location. The exact plans to be built on the property had not been developed as yet.

RESOLUTION NO. 16-79, AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ARCADIA PROPERTIES LLC FOR APPROXIMATELY 25.36 ACRES OF PROPERTY

Steve Pastorik, CED Department, discussed proposed Resolution No. 16-79 that would authorize the City to enter into a Development Agreement with Arcadia Properties LLC for approximately 25.36 acres of property.

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

Ken Milne with Arcadia Properties, LLC had submitted a rezone application to change 256.36 acres at 3702 South 6400 West from A to RE zone. Proposed use for the subject property was a new single-family home subdivision.

The proposed Development Agreement included the following:

- Standards for landscaping that exceeded ordinance requirements
- Standards for fencing that were not required by ordinance
- A rear yard setback reduction for lots with depths less than 100'
- Provisions that required the dedication of at least one acre for a park in exchange for City participation in the costs of the roads adjacent to the park, a reduction in the park impact fees and a reduction in lot size. The proposed reduction in lot size did not increase the number of lots but simply allowed the same number of lots as if no park was provided

Mr. Pastorik advised that the applicant would be submitting another zone change for additional properties in the area, and he discussed how the street system would conceptually function.

Mr. Pastorik and members of the City Council further discussed the potential of adding a park in the subject neighborhood. Mr. Pastorik indicated the City had suggested a park since one was needed in the area but added the lot sizes for properties would decrease to 10,000 square feet if a one-acre park were installed.

Councilmember Lang stated if lot sizes were large enough perhaps a park would not be needed.

Councilmember Vincent expressed a different opinion and stated parks were beneficial for neighborhood barbeques and other outdoor activities. He also indicated pleasure in seeing someone moving forward with a project under the new zoning restrictions put in place last year.

The City Council discussed where a park could potentially be located and while being appropriate considering safety.

The City Council will hold a public hearing and consider Application No. Z-2-2016 and proposed Ordinance No. 16-21 and proposed Resolution No. 16-80 at the Regular Council Meeting scheduled May 17, 2016, at 6:30 P.M.

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E. **PUBLIC HEARING, APPLICATION NO. GPZ-3-2015 FILED BY JOE COLOSIMO REQUESTING A GENERAL PLAN CHANGE FROM NON-RETAIL COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL AND A ZONE CHANGE FROM A (AGRICULTURE) TO RM (RESIDENTIAL MULTI-FAMILY) ON PROPERTY LOCATED AT 4500 SOUTH CONSTITUTION BOULEVARD (2700 WEST)**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled May 17, 2016, in order for the City Council to hear and consider public comments regarding Application No. GPZ-3-2015 filed by Joe Colosimo requesting a General Plan change from Non-Retail Commercial to Medium Density Residential and a zone change from A (Agriculture) to RM (Residential Multi-Family) on property located at 4500 South Constitution Boulevard (2700 West).

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

ORDINANCE NO. 16-21, AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM NON-RETAIL COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL FOR PROPERTY LOCATED AT 4500 SOUTH CONSTITUTION BOULEVARD (2700 WEST) ON 15.6 ACRES

Steve Pastorik, CED Department, discussed proposed Ordinance No. 16-21 that would amend the General Plan to show a change of land use from Non-Retail Commercial to Medium Density Residential for property located at 4500 South Constitution Boulevard (2700 West) on 15.6 acres.

ORDINANCE NO. 16-22, AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4500 SOUTH CONSTITUTION BOULEVARD FROM ZONE A (AGRICULTURE) TO RM (RESIDENTIAL MULTIFAMILY)

Steve Pastorik, CED Department, discussed proposed Ordinance No. 16-22 that would amend the Zoning Map to show a change of zone for property located at 4500 South Constitution Boulevard from Zone A (Agriculture) to RM (Residential Multifamily).

Joe Colosimo had submitted a General Plan/zone change application for a 15.6-acre parcel located at 4500 South 2700 West. The property was currently zoned A (Agriculture, minimum lot size ½ acre) with a General Plan designation of Non-Retail Commercial. The proposed zone was RM (Residential, Multi-Family) and the proposed General Plan designation was Medium Density Residential (7 to 12 units/acre).

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The applicant planned to develop the property into a 98-unit senior condo project similar to other senior condo projects in the City like Valley Vu Villas, Hunter Villas, Reunion Woods and Majestic Villas. The "senior" designation signified that 80% of the units must have at least one resident at least 55 years or older. This provision would be included in the CCRs and the HOA (Homeowners Association) would be responsible for enforcement. The proposed density of the project would be 6.3 units per acre.

The General Plan designation along with many other properties through the City had been changed by the City in July of last year to encourage larger lots and higher value housing, and to limit further multi-family residential. The subject property had been changed from Residential Office that included office uses as well as medium density residential, to Non-Retail Commercial that did not include residential. At the time the General Plan change was made the zoning ordinance had also been amended to prohibit zone change applications to the RM zone. However, in November of last year, the Council changed the zoning ordinance again to allow zone change applications to the RM zone under certain conditions. The subject property was eligible for a zone change application to the RM zone under the most recent ordinance.

RESOLUTION NO. 16-80, AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MACKY FARMS, LLC FOR APPROXIMATELY 15.6 ACRES OF PROPERTY LOCATED AT 4500 SOUTH 2700 WEST

Steve Pastorik, discussed proposed Resolution No. 16-80 that would authorize the City to enter into a Development Agreement with Macky Farms, LLC for approximately 15.6 acres of property located at 4500 South 2700 West.

Written documentation regarding main points of the proposed Development Agreement included information as follows:

1. No more than 98 senior condos would be built
2. The condos would range in size between 1,500 square feet to 1,800 square feet and include two-car garages for each unit
3. The exteriors would be built as shown in the rendering
4. Exterior materials would be brick or stone, fiber cement siding and up to 15% stucco
5. A 6' precast concrete wall would be constructed around the perimeter
6. Amenities would include a clubhouse, a pool, a hot tub, an entry feature, outdoor patio space for each unit, an E-system for each unit that allows lights, locks and the thermostat to be controlled remotely via a mobile device

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Councilmember Lang inquired regarding on-street parking and Mr. Pastorik advised there would be two-car garages, parking in the driveway for two additional vehicles, and a few extra stalls for guests.

Councilmember Vincent stated additional guest parking should be encouraged.

Mr. Pastorik advised he had not as yet seen a parking issue in other similar projects. He also discussed additional improvements suggested by City staff as part of the Development Agreement.

Upon inquiry by Councilmember Vincent regarding the grade change on the north and south side of the subject property, Mr. Pastorik advised that a lot of fill would be brought in but the logistics would be worked out at a future date.

Mr. Pastorik further advised there would be no signal coming out of the subdivision on 2700 West.

The City Council discussed signals on 2700 West Street including the needs.

Councilmember Buhler stated a sidewalk was necessary along 2700 West. He also asked if the Council wanted to allow a zone change to RM when the goal had been to encourage RE.

Councilmember Vincent expressed excitement about the project because he felt the City lacked quality senior housing, and Councilmember Nordfelt agreed.

The City Council and Mr. Pastorik further discussed street lighting along 2700 West Street.

The City Council will hold a public hearing and consider Application No. GPZ-3-2015 and proposed Ordinance Nos. 16-21 and 16-22 and proposed Resolution No. 16-80 at the Regular Council Meeting scheduled May 17, 2016, at 6:30 P.M.

4. **RESOLUTION NO. 16-81, SETTING FORTH AND REAFFIRMING WEST VALLEY CITY'S COMMITMENT TO FIGHT HOUSING INSECURITY AND HOMELESSNESS**

City Manager, Wayne Pyle, discussed proposed Resolution No. 16-81 that would set forth and reaffirm West Valley City's commitment to fight housing insecurity and homelessness.

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

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Since incorporation, West Valley City had been an inclusive community seeking to offer a home to everyone who wished to be part of the community. The City was home to over 20,000 affordable housing units as part of its comprehensive effort to provide housing to individuals from all walks of life. The City's efforts had been particularly vigorous in assisting individuals struggling with homelessness and housing insecurity.

Recently, other communities had become similarly concerned about the issue of homelessness and sought solutions to this problem. As the issue was studied in detail, numerous public and private sector actors were reaching the conclusion that the kinds of efforts the City embraced for 30 years were the long-term solutions to homelessness and housing insecurity. Those efforts included:

- The City's commitment to permanent supportive housing such as the Kelly Benson Apartments that offered the best prospects for individuals struggling with chronic homelessness
- The City's tireless efforts to combat domestic violence and addiction through victim outreach, including its award winning Victim Advocate Program and several housing developments throughout the City. Domestic violence and addiction were second only to lack of affordable housing as a cause of homelessness
- The City's hosting of housing targeted to particular populations with specialized needs, such as individuals struggling with mental illness, juveniles and women, and veterans
- The City's commitment to the preservation and revitalization of neighborhoods, such as the Harvey Street project. The City's efforts at Harvey Street had resulted in a dramatic turnaround in an entire neighborhood and offered hundreds of families the opportunity to enjoy safe, affordable, high quality housing.
- The City's support of programs to help individuals in homes keep their homes, such as down payment and repair assistance programs
- The City's work to preserve infrastructure of the City to encourage economic prosperity, effective planning, and a vision for the community, including economic development efforts and a commitment to inclusive, insightful and integrated approaches to zoning and transportation

The proposal expressed the City's support for other communities who were embracing similar solutions and reaffirmed the City's efforts to continuing the work toward the vision of an inclusive community.

Councilmember Buhler stated the proposed Resolution would allow the City to get ahead of the conversation currently occurring. He indicated panhandling had gotten more extreme and he asked if the safety issue regarding this could be enforced.

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City Manager, Wayne Pyle, informed solutions to panhandling and safety aspects were being discussed.

City Attorney, Eric Bunderson, advised that existing laws like traffic enforcement and blocking the sidewalk and others were already illegal but it was a matter of enforcement and prioritization.

Councilmember Huynh stated the sidewalks around the Valley Fair Mall were City-owned and questioned if the time and location of panhandling could be regulated.

The City Attorney advised this matter could be difficult due to constitutional rights.

Councilmember Christensen inquired regarding the intention of encouraging accessory housing.

Mr. Pastorik answered the inquiry indicating it could be a separate unit in a home, an addition, a small unit that could be rented out, and others. He advised this could be narrowly defined as determined by the City Council.

City Manager, Wayne Pyle, discussed management of existing units like the Kelly Benson Apartments, Harvey Street, and others, including the goal of the City to continue to provide similar living spaces in the appropriate areas.

Councilmember Vincent indicated enforcing management for additional units on a home and renting out basements would be very difficult.

Mr. Pyle indicated a community relations campaign was also being discussed and the media was being contacted and involved. He added the City was being proactive and already engaged in conversations with other municipalities and officials regarding this matter.

Councilmember Huynh expressed concern regarding County housing in the area of City Hall and wondered how that property would move forward.

The City Manager indicated issues such as this situation would occur and City staff desired to find a way to mitigate those concerns and handle them appropriately. He also stated housing and homelessness was something every City dealt with and West Valley City would continue to provide solutions and housing opportunities to its residents.

5. **ADDITIONAL REVIEW AND DISCUSSION OF REGULAR COUNCIL MEETING AND MUNICIPAL BUILDING AUTHORITY AGENDA ITEMS**
Mayor Bigelow requested Laura Lewis, Ballard Spahr, to further discuss a bonding issue to be considered by the City Council and the Municipal Building Authority.

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Information was reviewed and discussed as follows:

(Council Regular Meeting) Item No. 8. E. – RESOLUTION NO. 16-76, A RESOLUTION OF THE CITY COUNCIL OF WEST VALLEY CITY, UTAH, AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY, UTAH (THE "AUTHORITY"), AND A GROUND LEASE AGREEMENT; AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE AND REFUNDING BONDS, SERIES 2016 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $36,000,000; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A GENERAL INDENTURE OF TRUST AND A FIRST SUPPLEMENTAL INDENTURE OF TRUST, BOND PURCHASE AGREEMENT, CERTAIN SECURITY DOCUMENTS, AN OFFICIAL STATEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS

Laura Lewis, Ballard Spahr, discussed proposed Resolution No. 16-76 that would authorize and approve the execution and delivery of a Master Lease Agreement by and between the City and the Municipal Building Authority of West Valley City, Utah and a Ground Lease Agreement; authorize the issuance and sale by the Authority of its Lease Revenue and Refunding Bonds, Series 2016 in the aggregate principal amount of not more than $36,000,000; authorize and approve the execution and delivery by the Authority of a General Indenture of Trust and a First Supplemental Indenture of Trust, Bond Purchase Agreement, certain security documents, an Official Statement, and other documents required in connection therewith; authorize the taking of all other actions necessary to the consummation of the transaction contemplated by this Resolution; and related matters.

She also discussed a similar proposal, Item No. 4. A. on the Agenda for the Special Regular Meeting of the Municipal Building Authority, proposed Resolution No. 16-02.

Ms. Lewis provided additional graphs that represented different potential scenarios for consideration by the City Council regarding funding options, and made part of these proceedings by reference.

The City Council discussed methods of paying off debts quicker.

Councilmember Lang stated she would feel more comfortable considering a motion that would reference fire stations in general instead of specific ones. City Manager, Wayne

Pyle, advised this could be done however evaluation had been done regarding which ones were most needed.

The City Council further discussed debt, flexibility, timelines, and methods of funding potential future projects.

The City Manager discussed the City budget.

6. **RESOLUTION NO. 16-82, APPROVING AN AMENDMENT TO A PARKING EASEMENT AGREEMENT WITH PRISTINE ALPINE ENTERTAINMENT LLC, RELEASING A PORTION OF THE EASEMENT IDENTIFIED AS EASEMENT 5 GENERAL PARKING AREA**

Mayor Bigelow discussed proposed Resolution No. 16-82 that would approve an Amendment to Parking Easement Agreement and Release of a Portion of a Parking Easement with Pristine Alpine Entertainment LLC, releasing part of the easement identified as easement 5 general parking area.

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

The proposed amendment would release an inaccessible area of City-owned property from the parking easement in favor of Pristine Alpine Entertainment (PAE) at the USANA Amphitheater.

The area released from the easement was not currently used for parking. The existing terrain made it inaccessible. There was no benefit to PAE keeping this land encumbered by the parking easement.

The release of this area from the easement would allow for realignment of the Mountain View Corridor shared use path on the City property. Safety and ride-ability of the trail would be improved with the realignment. After construction the shared use path would be managed and maintained by the City.

The City Council will consider proposed Resolution No. 16-82 at the Regular Council Meeting scheduled May 17, 2016, at 6:30 P.M.

7. **COMMUNICATIONS**

A. **WEST VALLEY FIBER UPDATE**

Discussion and update regarding West Valley Fiber to be rescheduled due to time constraints.

B. **COUNCIL UPDATE**

Mayor Bigelow referenced a Memorandum previously received from the City

DRAFT

Manager that outlined upcoming meetings and events as follows:

<u>May</u>	
May 7, 2016 Saturday	Big Ass Show/ Death Cab for Cutie, 4:00 PM USANA Amphitheatre, 5125 South 6400 West
May 10, 2016 Tuesday	Special RDA, HA, and BA Meetings Scheduled
May 12, 2016 Thursday	Youth Arts Festival, 5:00 P.M.-6:30 P.M.- Fairbourne Station, 2900 West Lehman Ave
May 14, 2016 Saturday	Fire Ops 101, 7:00 AM- 3:00 PM- Stansbury Elementary School, 3050 South 2700 West
May 14, 2016 Saturday	Glen Heather Neighborhood Clean-Up and Block Party, 4:00- 9:00 PM- Bello Avenue from Approximately 6970 West to Callao Drive
May 18, 2016 Wednesday	Harman Heritage Series- Drops in a Bucket & Other Songs, 1:00 P.M.- 2:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
May 19, 2016 Thursday	My Place Economy Extended Stay Grand Opening, 11:00 AM to 2:00 PM- 3074 Decker Lake Drive
May 19, 2016 Thursday	36th Annual Crossing Guards' Appreciation and Awards Banquet, 6:30 PM- 7:30 PM- 5055 Westridge Blvd
May 20, 2016 Friday	Free Movies in the Park (Movie: Turbo), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
May 24, 2016 Tuesday	Silent Hero Breakfast, 8:00 AM- 9:30 AM- Granite Education Foundation, 2500 S State Street- Five Story Building Room #D102
May 26, 2016 Thursday	Summer at the Station Concert
May 30, 2016 Monday	Memorial Day Holiday- City Hall Closed
May 31, 2016	No City Council Meetings- 5th Tuesday

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<u>June</u>

June 3, 2016 Friday	Free Movies in the Park (Movie: Bee Movie), Starts at Dusk (Approx. 9:30 PM)- Fairbourne Station, 2900 West Lehman Ave
June 7, 2016 Tuesday	RDA, HA, and BA Meetings Scheduled
June 9, 2016 Thursday	Summer at the Station Concert
June 9, 2016 Thursday	Slipknot with Marilyn Manson, 6:30 PM- USANA Amphitheatre, 5125 South 6400 West
June 13, 2016 – June 24, 2016 Thursday- Sunday	WestFest - Centennial Park, 5405 West 3100 South
June 14, 2016 Tuesday	Steely Dan/Steve Winwood, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
June 15, 2016 Wednesday	Harman Heritage Series- Art Alive! Stories Behind the Art, 1:00 P.M.- 2:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
June 17, 2016 Friday	Free Movies in the Park (Movie: TBD), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
June 23, 2016 Thursday	Summer at the Station Concert
June 24, 2016 Friday	Jason Aldean, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
June 25, 2016 Saturday	Boston, 7:30 PM, USANA Amphitheatre, 5125 South 6400 West
June 30, 2016 Thursday	Healing Wall Opening Ceremony, 5:00 PM- 6:00 PM Centennial Park, 5415 West 3100 South
June 30, 2016 – July 4, 2016	Traveling Vietnam Memorial Replica "The Healing Wall"- Centennial Park, 5415 West 3100 South

<u>July</u>

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July 4, 2016 Monday	Independence Day Holiday- City Hall Closed
July 7, 2016 Thursday	Summer at the Station Concert
July 8, 2016 Friday	Free Movies in the Park (Movie: Madagascar 3), Starts at Dusk (Approx. 9:30 PM)- Fairbourne Station, 2900 West Lehman Ave
July 9, 2016 Saturday	Bret Michaels, 4:00 PM- USANA Amphitheatre, 5125 South 6400 west
July 10, 2016 Sunday	G-Eazy "Endless Summer Tour", 6:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 16, 2016 Saturday	The Piano Guys, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 20, 2016 Wednesday	Korn & Rob Zombie, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 21, 2016 Thursday	Keith Urban feat. Brett Eldredge, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 21, 2016 Thursday	Summer at the Station Concert
July 25, 2016 Monday	Pioneer Day Holiday- City Hall Closed
July 26, 2016 Tuesday	Weezer/ Panic at the Disco, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
July 29, 2016 Friday	Florida Georgia Line, 7:00 PM- USANA Amphitheatre, 5125 South 5400 West
July 29, 2016 Friday	Free Movies in the Park (Movie: Rio), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
<u>August</u> August 2, 2016 Tuesday	National Night Out/ No City Council Meetings

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August 4, 2016 Thursday	Summer at the Station Concert
August 12, 2016 Friday	Free Movies in the Park (Movie: Kung Fu Panda 3), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
August 18, 2016 Thursday	Summer at the Station Concert
August 20, 2016 Saturday	Josh Groban with Special Guest Sarah McLachlan, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
August 21, 2016 Sunday	Journey and The Doobie Brothers, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
August 26, 2016 Friday	5 Seconds of Summer, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
August 27, 2016 Saturday	Lynyrd Skynyrd, 8:00 PM- USANA Amphitheatre, 5125 South 6400 West
August 29, 2016 Monday	Heart, Cheap Trick, and Joan Jett, 6:30 PM- USANA Amphitheatre, 5125 South 6400 West
August 30, 2016	No Council Meetings- 5th Tuesday
<u>September</u>	
September 2, 2016 Friday	The Dixie Chicks, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 5, 2016 Monday	Labor Day Holiday- City Hall Closed
September 11, 2016 Sunday	Black Sabbath, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
September 16, 2016 Friday	Def Leppard with REO Speed Wagon and Tesla, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 17, 2016 Saturday	Dirks Bentley, TBD- USANA Amphitheatre, 5125 South 6400 West
September 21, 2016 Wednesday	Lake Park Golf Social, 8 AM- 2 PM- Stonebridge, 4415 Links Drive

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September 22, 2016 Thursday	Blink 182, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 30, 2016 Friday	Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125 South 6400 West
<u>October</u>	
October 1, 2016 Saturday	Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125 South 6400 West
October 4, 2016 Tuesday	RDA, HA, and BA Meetings Scheduled
October 13, 2016 Thursday	Brantley Gilbert, TBD- USANA Amphitheatre, 5125 South 6400 West
<u>November</u>	
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
<u>December</u>	
December 27, 2016	No Council Meetings- Christmas

C. **POTENTIAL FUTURE AGENDA ITEMS**
Upon inquiry, there were no potential future agenda items to be discussed.

8. **COUNCIL REPORTS**
Upon inquiry, there were no Council reports to be given.

9. **MOTION TO ADJOURN**
Upon motion by Councilmember Vincent all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING OF TUESDAY, MAY 10, 2016, WAS ADJOURNED AT 6:33 P.M. BY MAYOR BIGELOW.

DRAFT

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, May 10, 2016.

_____
Nichole Camac
City Recorder

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Steve Vincent

Jasmine Christman
Katya Marie Pilkington
Lotz Nelson
Alora Easton
Enoch Noffsinger
Chandler Parish
Hannah Terry
Benjamin Daniel Kuhn

Karen Lang

Madeleine Nordfelt
Dawn Caliann Smith
Alex Spencer Groesbeck
Katrina Turley
Cambria Goodwin
Naomi Mae Scheer
Dakota Kylee Smith
Sergio Castanon

Steve Buhler

Andrea Jimenez Flores
Koral Chadwick
Rory Hayes
Raquel Goldrup
Cassandra Lavell Hunt
Matthew Clawson
Elise Fulton
Dallin Tarr

Tom Huynh

Sarah Michelle Moore
Timothy Cort Olschewski
Steven Moroni Burggraaf
Tanner Christopher Riding
Kalen Daniel Fernandez
Ian Hunter Janowitz
Paulina Cruz
Diana Hoang Nguyen

Mayor Ron Bigelow

Merlynn Lam
Benjamin Zulcic
Del Rio Thaiss
Mei Sorensen
Madison Jean Ashby
Kymber Ressa Sadler
Melinda Jackson
Amanda Mackay

Don Christensen

Andalynne Moore
Sydney Bell
Travis Keo
Inas Sheikh
Tommy Vo
Diana Pogosyan
Courtney Jean Hightower
Tristan Paul Palmer

Lars Nordfelt

Mitchell Fisher Rogers
Steven Giang
Brittany Nguyen
Mitchell Lindsey
Isabela Aquino
Kurt Bell
Jordan Griffith

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

Application: #Z-3-2016
Applicant: Hughes General Contractors
Location: 7114 W. SR-201 North Frontage Road
Size: .17 acres

SYNOPSIS:

Change zone from 'A' (Agriculture) to 'M' (Manufacturing).

BACKGROUND:

Hughes General Contractors, representing the Mountain West Truck Center, has requested a zone change for 0.17 acres located at 7114 W. SR-201 North Frontage Road from A (agriculture, minimum lot size ½ acre) to M (manufacturing). Surrounding zones include M on all sides. Surrounding land uses include the Mountain West Truck Center project to the north and west, the north frontage road and SR-201 are located to the south and 1st Choice Storage is to the east. The property is designated as light manufacturing in the West Valley City General Plan.

The requested rezone is for three small parcels that are part of the Mountain West Truck Center project (C-28-2015). Initially this area was part of the landscaped setback however the applicant plans on relocating the entrance to provide better maneuvering area for the trucks so they are rezoning these parcels to incorporate it in to the overall project.

Given the General Plan designation, neighboring uses and zoning and proximity to SR-201, the M Zone seems appropriate for this property.

RECOMMENDATION:

The Planning Commission recommends approval.

SUBMITTED BY:

Jody Knapp, Zoning Administrator

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

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

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 7114 WEST SR-201 NORTH FRONTAGE ROAD FROM ZONE 'A' (AGRICULTURE) TO 'M' (MANUFACTURING).

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in application #Z-3-2016, filed by Hughes General Contractors at 7114 West SR-201 North Frontage Road is hereby reclassified from zone 'A' (Agriculture) to 'M' (Manufacturing), said property being more particularly described as follows:

Parcel #: 14-22-151-007
COM 795 FT E & 282 FT N FR W 1/4 COR SEC 22, T 1S, R 2W, SL MER, NW'LY ALG CURVE TO RIGHT 132 FT M OR L; E 118 FT; S 48 FT M OR L TO BEG.

Parcel #: 14-22-151-008
COM N 89°41'40" E 796.77 FT & N 0°10'20" W 83 FT FR W 1/4 COR SEC 22, T 1S, R 2W, SL MER, W 4.77 FT; N 246.1 FT M OR L; E 4.77 FT; S 246.1 FT M OR L TO BEG

Parcel #: 14-22-151-026
BEG N 89°41'40" E 796.77 FT & N 00°10'20" W 83 FT FR THE W 1/4 COR OF SEC 22, T 1S, R 2W, SLM; E 57.22 FT; N 188.68 FT M OR L; NW'LY ALG A 447.46 FT RADIUS CURVE TO THE R 5.41 FT M OR L; N 00°08'06" W 56.73 FT M OR L; W

51.68 FT M OR L; S 246.1 FT M OR L TO BEG. LESS TRACT DEEDED TO STATE ROAD COMMISSION. 0.07 AC M OR L.

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2016.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Z-3-2016 MINUTES
WEST VALLEY CITY PLANNING COMMISSION MEETING
APRIL 27, 2016

Z-3-2016
Hughes General Contractors
7114 W. SR-201 North Frontage Road
A (Agricultural) to M (Manufacturing)
0.17 acres

Hughes General Contractors, representing the Mountain West Truck Center, has requested a zone change for 0.17 acres located at 7114 W. SR-201 North Frontage Road from A (agriculture, minimum lot size ½ acre) to M (manufacturing). Surrounding zones include M on all sides. Surrounding land uses include the Mountain West Truck Center project to the north and west, the north frontage road and SR-201 are located to the south and 1st Choice Storage is to the east. The property is designated as light manufacturing in the West Valley City General Plan.

The requested rezone is for three small parcels that are part of the Mountain West Truck Center project (C-28-2015). Initially this area was just part of the landscaped setback however the applicant plans on relocating the entrance to provide better maneuvering area for the trucks so they are rezoning these parcels to incorporate it in to the overall project.

Given the General Plan designation, neighboring uses and zoning and proximity to SR-201, the M Zone seems appropriate for this property.

Staff Alternatives:
- Approval of the zone change to the M Zone
- Continuance, for reasons determined at the public hearing.
- Denial of the zone change to the M Zone.

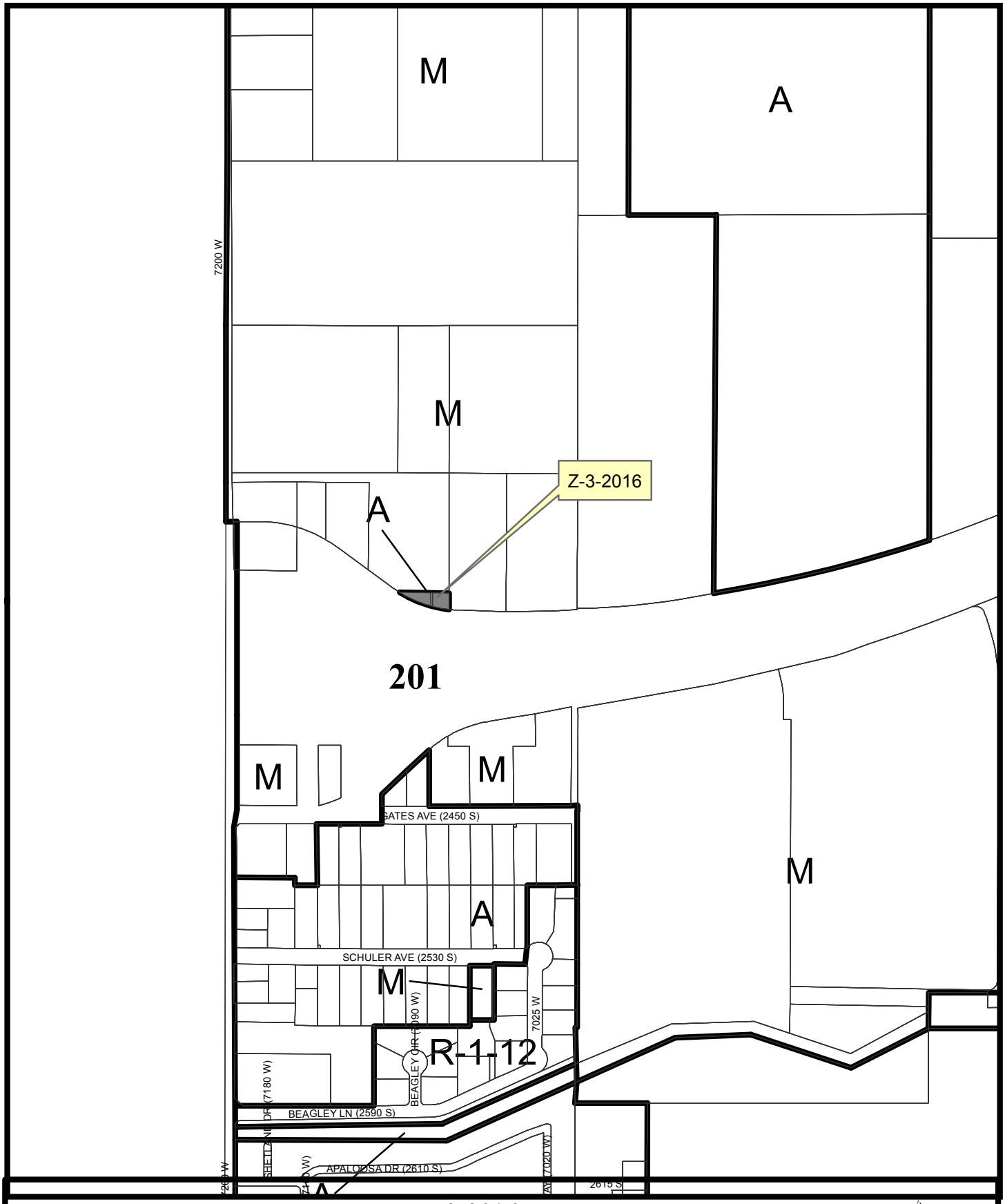
Motion: Commissioner Lovato moved to approve Z-3-2016.

Commissioner Fuller seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner McEwen	Yes
Commissioner Lovato	Yes
Commissioner Meaders	Yes
Commissioner Tupou	Yes
Commissioner Woodruff	Yes

Unanimous – Z-3-2016 – Approved



Z-3-2016
Hughes General Contractors
7114 West SR-201 North Frontage Road

0 250 500 Feet

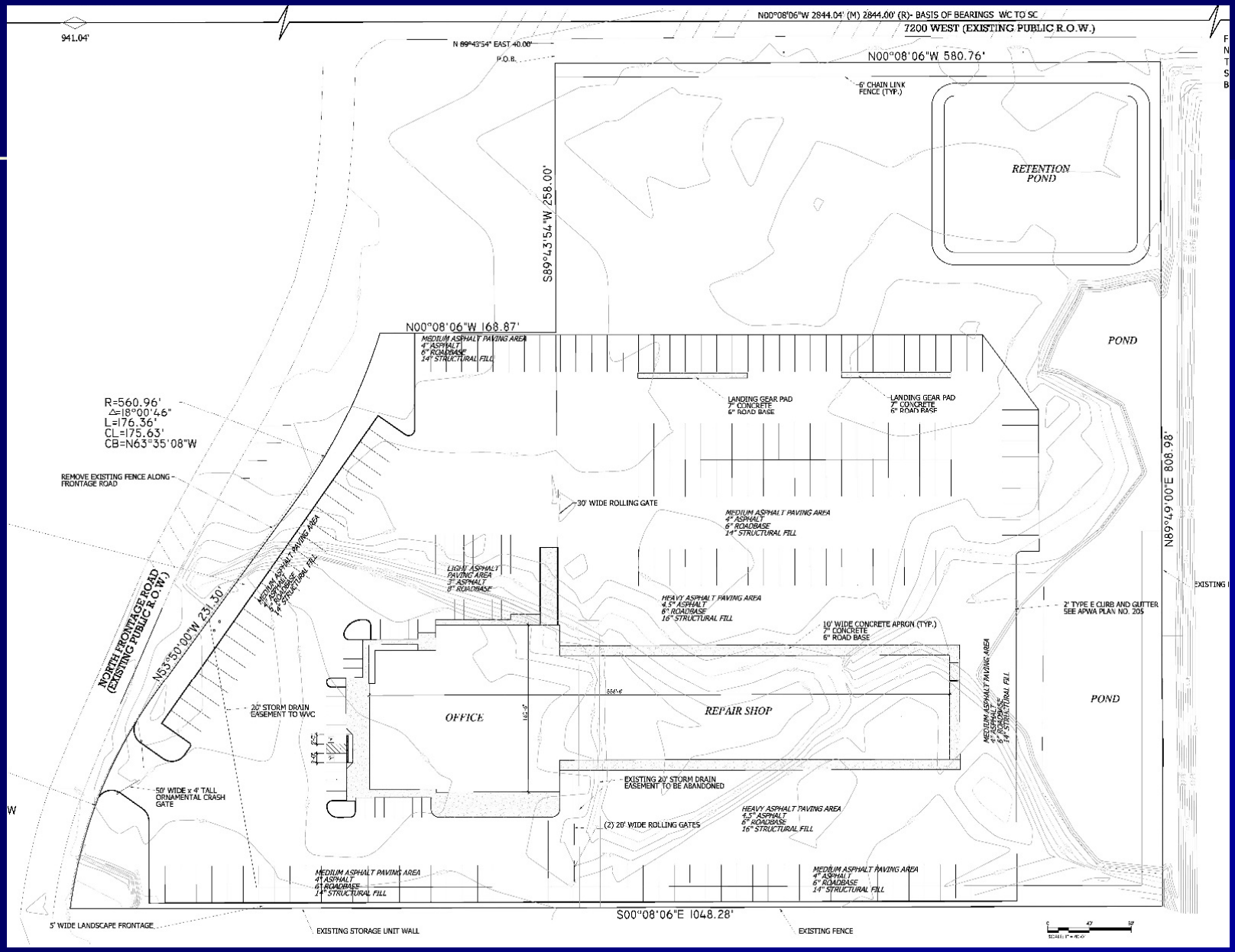
N

Z-3-2016 Petition by **HUGHES GENERAL CONTRACTORS**, representing Mountain West Truck center, requesting a **zone change** from A (Agriculture) to M (Manufacturing). The property is located at 7114 West SR-201 North Frontage Road on .17 acres. (Staff - Jody Knapp at 801-963-3497)

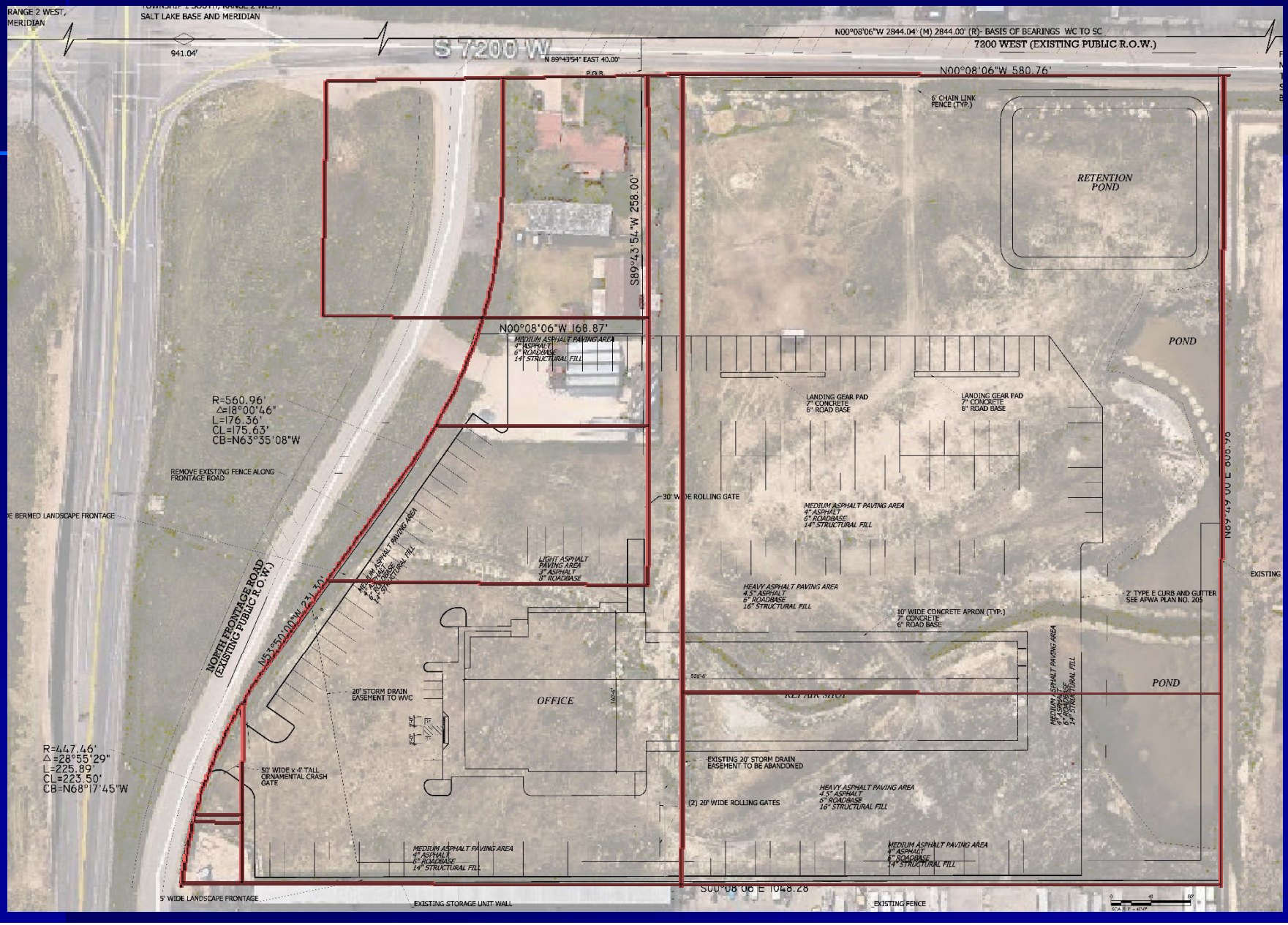
Z-3-2016 Petition by **HUGHES GENERAL CONTRACTORS**, representing Mountain West Truck center, requesting a **zone change** from A (Agriculture) to M (Manufacturing). The property is located at 7114 West SR-201 North Frontage Road on .17 acres. (Staff - Jody Knapp at 801-963-3497)

7200 WEST

Z-3-2016 Petition by **HUGHES GENERAL CONTRACTORS**, representing Mountain West Truck center, requesting a **zone change** from A (Agriculture) to M (Manufacturing). The property is located at 7114 West SR-201 North Frontage Road on .17 acres. (Staff - Jody Knapp at 801-963-3497)



Z-3-2016 Petition by **HUGHES GENERAL CONTRACTORS**, representing Mountain West Truck center, requesting a **zone change** from A (Agriculture) to M (Manufacturing). The property is located at 7114 West SR-201 North Frontage Road on .17 acres. (Staff - Jody Knapp at 801-963-3497)



Z-3-2016 Petition by **HUGHES GENERAL CONTRACTORS**, representing Mountain West Truck center, requesting a **zone change** from A (Agriculture) to M (Manufacturing). The property is located at 7114 West SR-201 North Frontage Road on .17 acres. (Staff - Jody Knapp at 801-963-3497)

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:
Application: #Z-5-2016
Applicant: Adam Nash
Location: 3320 South 6400 West
Size: 5.0 acres

SYNOPSIS:
Change zone from 'A' (Agriculture, minimum lot size ½ acre) to 'RE' (Residential Estate)

BACKGROUND:
Adam Nash has requested a zone change on a five acre parcel located at 3320 South 6400 West from A (agriculture, minimum lot size of ½ acre) to RE (residential estate). For reference, staff has included a copy of the RE Zone standards. Surrounding zones include A to the east and south and R-1-8 (single family residential, minimum lot size 8,000 square feet) to the north and west. The property is surrounded by agricultural ground to the east and south and single family homes to the north and west. The subject property is designated as large lot residential, which anticipates 2 to 3 units/acre, in the West Valley City General Plan.

The applicant has submitted a concept plan that shows the subject property being subdivided into 12 lots averaging over 15,000 square feet and yielding a density of 2.4 units/acre. For the development agreement, the applicant has indicated that he will follow the City's single family home standards. For reference, these standards are summarized below:

- Minimum rambler size: 2,000 square feet
- Minimum multi-level size: 3,000 square feet
- Minimum garage size: 3 car (2 car allowed in certain instances)
- Exterior materials allowed: brick, stone and fiber cement siding
- Further material restrictions: fiber cement siding limited to 75% of exterior
- Minimum roof pitch: 6/12
- Minimum number of points required for a rambler from design features list: 250
- Minimum number of points required for a multi-level from design features list: 300
- Architectural shingles required

RECOMMENDATION:
The Planning Commission recommends approval.

SUBMITTED BY:
Steve Pastorik, Assistant CED Director/Planning Director

West Valley City
Planning and Zoning
Steve Pastorik - Steve Lehman

4-4-16

Applicant: Adam Nash Authorized Agent and Mountain Vista Development, Inc (owner)

Re: Zoning request for the westerly 5 acres of property located at 3320 South 6400 West

Current Zoning classification is A, we are requesting RE

The requested change meets the General Plan appointed by West Valley City in 2015.

The zoning request is to accommodate a residential development in the Residential Estate Zone.

The successful application will provide zoning that will allow for the development of 12 large estate lots. This meets the cities adopted goals and policies, and recognizes the general plan.

The adjacent uses are primarily single family residential, located to the north and west of the subject property. To the south east property is zone A and is used for agricultural uses like horses and farming. Beyond that is a large parcel used as church and open space. To the south is a large property owned by the Aposhian Family. They operate various business at this location including a landscaping business. The adjoining properties that are undeveloped are master planned residential low density like the RE zone.
The general population of WVC and Salt lake county residents will be served by this development. Traffic impact will be normal as expected with this type of development. ASTO standards estimate 5 trips per day per house in a residential SFR neighborhood, which wold generate 60 trips per day. It should be noted that all of this traffic will use the existing entrance into the neighborhood on the north. Public utilities including sewer, water, power, gas, phone, cable as well as schools and parks have the capacity to absorb the development.

This is an excellent location in the city for this type of development. The corresponding homes to be built after subdivision improvements will be Rambler of 2,000 sq ft + with 3 car garages and two story/multilevel homes of 3,000 sq ft with 3 car garages.

The schedule for development will be immediately upon the completion of zoning and approval of final plat and is anticipated to be completed by the fall of this year.

Adam Nash
(801) 580-1428
adam@growthaid.com

7-6-508. REAR YARD REGULATIONS.

The minimum depth of the rear yard for any main building shall be 20 feet, and for accessory buildings one foot. On double frontage or corner lots, accessory buildings shall not be allowed within 20 feet of any dedicated street unless a sound wall exists separating the street from the accessory building. Accessory buildings may be located in the rear yard to within one foot of the side and rear property lines, provided the building has at least three feet of separation from the rear of the dwelling, does not encroach on any recorded easements, and occupies no more than 25 percent of the rear yard, and is located no closer than 10 feet to a dwelling on an adjacent lot. On double frontage lots or corner lots, accessory buildings shall not be allowed within 20 feet of any dedicated street, unless a sound wall exists separating the street from the accessory building. Where a sound wall exists, the accessory building shall be at least 1 foot from the side and rear property lines.

(Ord. No. 98-45 Amended 06/09/1998; Ord. No. 01-54 Amended 11/20/2001; Ord. No. 06-69 Amended 10/24/2006; Ord. No. 10-34 Amended 11/08/2010)

7-6-509. HEIGHT REQUIREMENTS.

No building or structure shall be erected to a height greater than 2-1/2 stories or 35 feet, and no dwelling structure shall be erected to a height less than 1 story.

7-6-600P PART 6 – RESIDENTIAL ESTATE ZONE ("RE ZONE")

7-6-601. PURPOSE.

The purpose of this zone is to provide areas in the City for large, estate lots for single family residential development.

(Ord. No. 98-45 (Residential Zone R-2-10H) Repealed 06/09/1998; Ord. No. 15-27 (RE Zone) Enacted 08/13/2015)

7-6-602. PERMITTED USES

The following are permitted uses in the RE Zone; no other permitted uses are allowed:

(1) Agriculture
(2) Community Uses
(3) Home occupations – Minor, as defined in Title 7, Chapter 8.
(4) Household pets
(5) Signs (see Title 11 - Sign Ordinance)
(6) Single-family dwellings
(7) Temporary non-residential buildings
(8) Uses customarily accessory to listed permitted uses

(Ord. No. 98-45 (Residential Zone R-2-10H) Repealed 06/09/1998; Ord. No. 15-27 (RE Zone) Enacted 08/13/2015)

7-6-603. CONDITIONAL USES.

The following are conditional uses in the RE Zone; no other conditional uses are allowed:

(1) Public utility installations (except lines and rights-of-way)
(2) Home occupations – Major, as defined in Title 7, Chapter 8.
(3) Planned unit developments that meet the requirements of 7-6-609.

(Ord. No. 98-45 (Residential Zone R-2-10H) Repealed 06/09/1998; Ord. No. 15-27 (RE Zone) Enacted 08/13/2015)

7-6-604. MINIMUM LOT SIZE, FRONTAGE AND SETBACK REQUIREMENTS.

(1) The minimum lot size in the RE Zone is 12,000 square feet, except as provided in Section 7-6-609 of this Title. For single lot subdivisions, the single lot shall not be less than 15,000 square feet.
(2) The average lot size in the RE Zone shall be equal to or greater than 15,000 square feet, except as provided in Section 7-6-609 of this Title. For the purposes of this Section, average shall be calculated as follows: total subdivision lot square footage number divided by the total number of subdivision lots.
(3) The minimum frontage in the RE Zone is 100' wide.
(4) The minimum front yard setback in the RE Zone is 30'. The minimum side yard setbacks in the RE Zone are 10'. Minimum side yard setbacks for corner lots are 20'.
(5) The minimum rear yard setback in the RE Zone is 30'.
(6) Accessory Buildings shall meet the setback requirements set forth in this Section 7-6-604, except for the rear yard setback, which is a minimum of 10' for Accessory Buildings.

(Ord. No. 98-45 (Residential Zone R-2-10H) Repealed 06/09/1998); Ord. No. 15-27 (RE Zone) Enacted 08/13/2015)

7-6-605. LANDSCAPING STANDARDS.

All front yards shall be landscaped and include adequate irrigation to maintain live landscaping. All parkstrips and property between the 6' masonry walls and sidewalks shall be landscaped. Landscaping shall include 3 trees per frontage per lot. All landscaping required in this Section 7-6-605 shall be installed and completed within 6 months of the issuance of the Certificate of Occupancy.

(Ord. No. 98-45 (Residential Zone R-2-10H) Repealed 06/09/1998; Ord. No. 15-27 (RE Zone) Enacted 08/13/2015)

7-6-606. LANDSCAPING BONDS REQUIRED.

Landscaping bonds must be deposited with the City in accordance with 7-6-608 and 7-6-609.

(Ord. No. 98-45 (Residential Zone R-2-10H) Repealed 06/09/1998; Ord. No. 15-27 (RE Zone) Enacted 08/13/2015)

7-6-607. PARKING RESTRICTIONS.

Parking required by this Title shall not be allowed within the minimum required front or side yard setback adjacent to a public or private street.

(Ord. No. 98-45 (Residential Zone R-2-10H) Repealed 06/09/1998; Ord. No. 15-27 (RE Zone) Enacted 08/13/2015)

7-6-608. SUBDIVISION STANDARDS.

(1) Only single family dwellings are permitted.
(2) A Home Owners Association ("HOA") shall be established when one or more 6' masonry walls are required to be constructed. The HOA shall be responsible for the landscaping maintenance of the property between the 6' masonry wall and the sidewalk.
(3) When a new street is constructed, at least one entry feature shall be required. The entry feature shall incorporate the name and/or logo of the development, use brick or stone in the design, and include at least fifty square feet of landscaping.
(4) Traffic calming features must be incorporated in the design of the streets.
(5) The front yard setbacks for adjacent homes shall vary by at least 2', but in no event shall any front yard setback be less than 30'.
(6) Landscaping on all parkstrips, common areas, and property between the masonry walls and sidewalks shall be completed on or before the time at which 50% of the Certificates of Occupancy have been issued for the development.
(7) A landscaping bond in the amount of $5,000 per lot must be deposited with the City, naming the City as the beneficiary. The landscaping bond shall be deposited in a form acceptable to the City Attorney's Office.

(Ord. No. 98-45 (Residential Zone R-2-10H) Repealed 06/09/1998; Ord. No. 15-27 (RE Zone) Enacted 08/13/2015)

7-6-609. PLANNED UNIT DEVELOPMENT ("PUD") STANDARDS.

The minimum lot size in an RE Zone may be reduced to 10,000 square feet for PUDs provided the following standards are met:

(1) The average lot size for PUDs shall be equal to or greater than 12,000 square feet. For the purposes of this Section, average shall be calculated as follows: total PUD lot square footage number divided by the total number of PUD lots.
(2) Only single family dwellings are permitted.
(3) A Home Owners Association ("HOA") shall be established to maintain landscaping, parking areas, and other general maintenance of common areas.
(4) When a new street is constructed, at least one entry feature shall be required. The entry feature shall incorporate the name and/or logo of the development, use brick or stone in the design, and include at least fifty square feet of landscaping.
(5) Traffic calming features must be incorporated in the design of the streets.
(6) The front yard setbacks for adjacent homes shall vary by at least 2', but in no event shall any front yard setback be less than 30'.

(7) A trail system shall be required. The trail system shall provide access to, through, and between common open space areas and extend to adjoining community amenities, such as public parks and schools.
(8) A minimum of 20% of the total PUD development is required for common open space.
(9) Unique streetscapes are required comprising of, but not limited to: specialty lighting; minimum 8' wide parkstrips; and narrow street widths.
(10) Landscaping on all parkstrips, common areas, and property between the masonry walls and sidewalks shall be completed on or before the time at which 50% of the Certificates of Occupancy have been issued for the development.
(11) A landscaping bond in the amount of $5,000 per lot must be deposited with the City, naming the City as the beneficiary. The landscaping bond shall be deposited in a form acceptable to the City Attorney's Office.
(12) Amenities must be included in the PUD, with the number depending on the size of the PUD. Potential amenities include, but are not limited to: clubhouse; community garden; swimming pool; sport court; playground; pocket park; water feature; and picnic shelter and barbeque area with seating.

(Ord. No. 98-45 (Residential Zone R-2-10H) Repealed 06/09/1998; Ord. No. 15-27 (RE Zone) Enacted 08/13/2015)

7-6-700P PART 7 - RESIDENTIAL ZONE R-4-8.5

7-6-701. PURPOSE.

The purpose of this Zone is to provide areas in the City for medium to high density residential development.

(Ord. No. 06-69 Amended 10/24/2006)

7-6-702. PERMITTED USES.

The following are permitted uses in the R-4 Zone; no other permitted uses are allowed except as provided in Section 7-2-115:
(1) Agriculture
(2) Household pets
(3) Signs
(4) Single-family dwellings
(5) Home occupations - Minor
(6) Residential facilities for elderly persons
(7) Community uses.
(8) Temporary non-residential buildings
(9) Uses customarily accessory to listed permitted uses

(Ord. No. 01-43 Amended 06/27/2001; Ord. No. 06-69 Amended 10/24/2006)

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

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

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3320 SOUTH 6400 WEST FROM ZONE 'A' (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO 'RE' (RESIDENTIAL ESTATE).

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in application #Z-5-2016, filed by West Valley City located at 3320 South 6400 West is hereby reclassified from zone 'A' (Agriculture, minimum lot size ½ acre) to 'RE' (Residential Estate), said property being more particularly described as follows:

Parcel #1427476027 (portion of):
A portion of Lot 3, Bangerter Acres Subdivision, according to the official plat thereof on file in the office of the Salt Lake County Recorder, more particularly described as follows: Beginning at the Southeast corner of Lot 3, Bangerter Acres Subdivision, according to the official plat thereof on file in the office of the Salt Lake County Recorder, located North 0°02'48" West along the Section line 989.74 feet and West 659.58 feet from the Southeast corner of section 27, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence along said lot the following 7 (seven) courses and distances: South 89°58'40" West 661.49 feet; thence North 0°08'23" West 328.49 feet; thence North 89°55'13" East 298.23 feet; thence South 0°04"47" East 2.28 feet; thence North 89°56'45" East 224.00 feet; thence North 0°04'47" West 2.38 feet; thence North 89°55"13" East 139.08 feet; thence South 0°10"15" East along the extension and line of said lot 329.15 feet to the point of beginning.

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2016.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Z-5-2016 MINUTES
WEST VALLEY CITY PLANNING COMMISSION MEETING
APRIL 27, 2016

<u>ZONE CHANGE APPLICATION</u> Z-5-2016
Adam Nash
3320 South 6400 West
A to RE
5.0 acres

Adam Nash has requested a zone change on a five acre parcel located at 3320 South 6400 West from A (agriculture, minimum lot size of ½ acre) to RE (residential estate). For reference, staff has included a copy of the RE Zone standards. Surrounding zones include A to the east and south and R-1-8 (single family residential, minimum lot size 8,000 square feet) to the north and west. The property is surrounded by agricultural ground to the east and south and single family homes to the north and west. The subject property is designated as large lot residential, which anticipates 2 to 3 units/acre, in the West Valley City General Plan.

Development Proposal

The applicant has submitted a concept plan, which is attached, that shows the subject property being subdivided into 12 lots averaging over 15,000 square feet and yielding a density of 2.4 units/acre. As a reminder, a concept plan is included to give the Commission an idea of the potential number of lots and to show how the property could be developed. Generally speaking, concept plans have not been engineered, meaning that storm drainage, topography and utilities have not been accounted for. For this reason, concept plans are subject to change.

Development Agreement

A development agreement is required for this project. Section 7-14-105 (3)(q) of the West Valley City Zoning Ordinance states: "All new subdivisions involving a rezone of property, or a PUD, shall participate in a development agreement that addresses housing size, quality, exterior finish materials, streetscapes, landscaping, etc. The standards outlined in Section 7-14-105 (3)(l)(iii) shall be used as a minimum in all development agreements to address housing quality and exterior finish materials. These standards may be increased for a PUD."

For the development agreement, the applicant has indicated that he will follow the City's single family home standards. For reference, these standards are summarized below:

- Minimum rambler size: 2,000 square feet
- Minimum multi-level size: 3,000 square feet
- Minimum garage size: 3 car (2 car allowed in certain instances)
- Exterior materials allowed: brick, stone and fiber cement siding
- Further material restrictions: fiber cement siding limited to 75 of exterior
- Minimum roof pitch: 6/12

- Minimum number of points required for a rambler from design features list: 250
- Minimum number of points required for a multi-level from design features list: 300
- Architectural shingles required

Staff Alternatives:

- Approval of the zone change to RE subject to a development agreement that includes the standards outlined in the ordinance.

- Continuance, for other reasons determined at the public hearing.

Applicant:
Adam Nash
4276 South 700 East #200
Salt Lake City, UT 84107

Discussion: Adam Nash said this is his first application in the RE zone. He thinks the selected location will support the planned development. He is looking at extending the boundaries of this project.

Adam Nash said he exhaustively studied the possibility of putting this development in the PUD overlay in the RE zone. He said the math of the ordinance does not work. If this development was made a PUD, the developer would be burdened with a private road and the required 20% open space and would still have the same number of lots. There is simply no incentive for the developer to do a PUD.

Steve Pastorik said when the City Council was looking at the ordinance, they weren't looking at granting a density bonus. Normally in a PUD situation, the trade-off is the developer would get a little more density in trade for some open space.

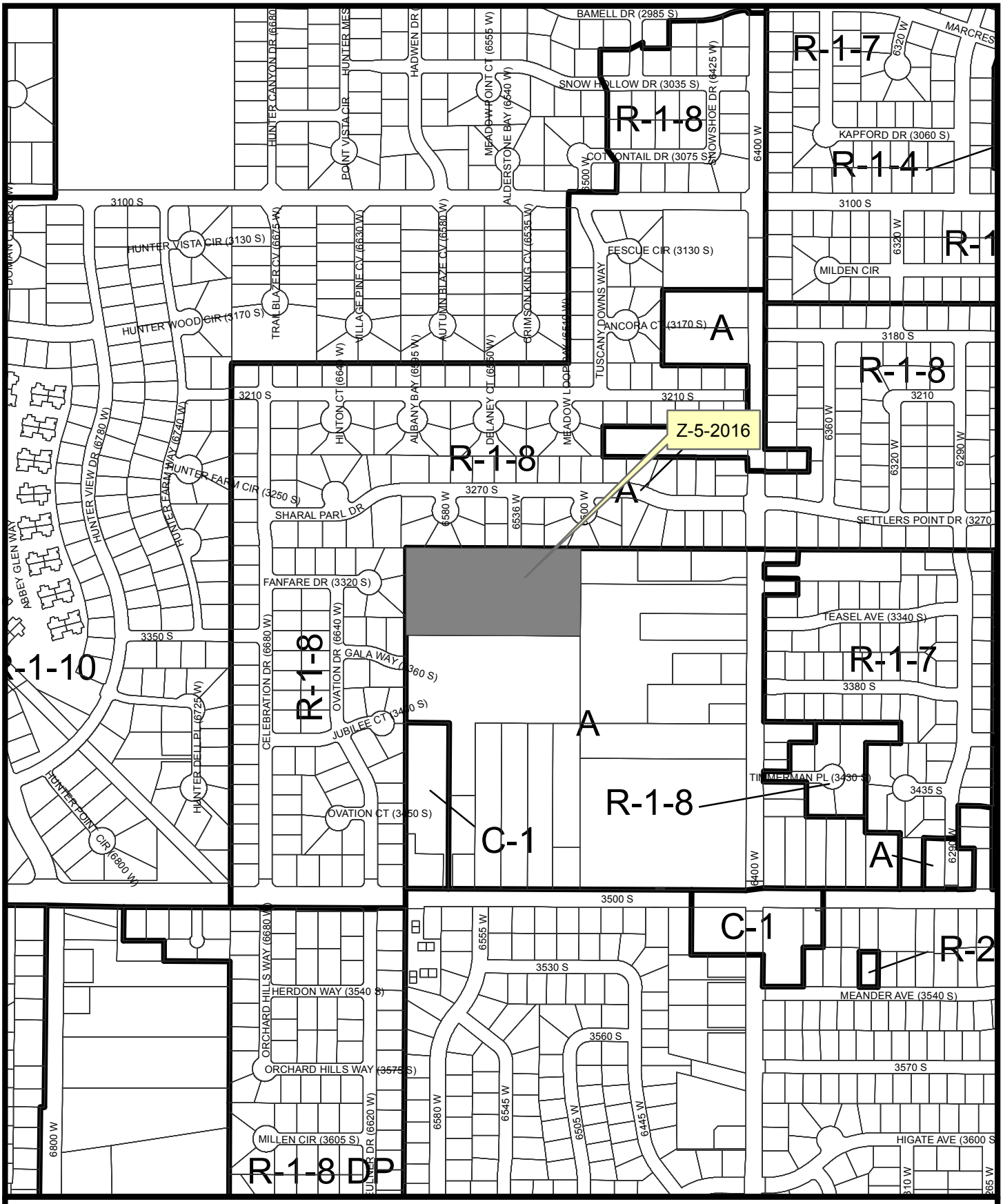
Motion: Commissioner Tupou motioned to approve Z-5-2016.

Commissioner McEwen seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner McEwen	Yes
Commissioner Lovato	Yes
Commissioner Meaders	Yes
Commissioner Tupou	Yes
Commissioner Woodruff	Yes

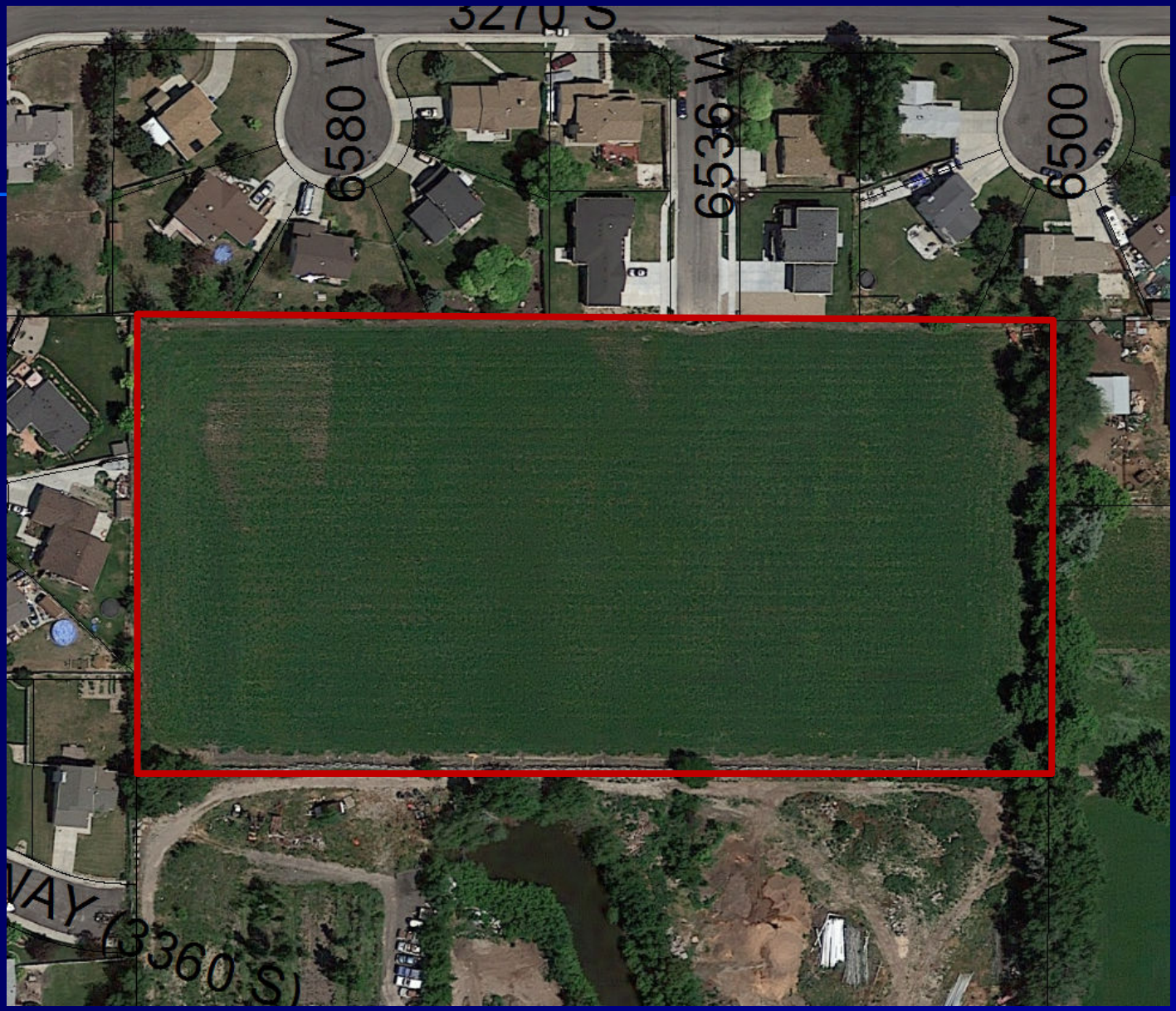
Unanimous – Z-5-2016 – Approved



Z-5-2016
Adam Nash
3320 South 6400 West

Z-5-2016 Petition by **ADAM NASH** requesting a **zone change** from A (Agriculture, minimum lot size ½ acre) to RE (Residential Estate). The property is located at 3320 South 6400 West on 5.0 acres. (Staff – **Steve Pastorik** at 801-963-3545)

Z-5-2016 Petition by **ADAM NASH** requesting a **zone change** from A (Agriculture, minimum lot size ½ acre) to RE (Residential Estate). The property is located at 3320 South 6400 West on 5.0 acres. (Staff – **Steve Pastorik** at 801-963-3545)



Z-5-2016 Petition by **ADAM NASH** requesting a **zone change** from A (Agriculture, minimum lot size ½ acre) to RE (Residential Estate). The property is located at 3320 South 6400 West on 5.0 acres. (Staff – **Steve Pastorik** at 801-963-3545)

SUNRISE ACRES

NORTH

(IN FEET)
1 inch = 40 ft.

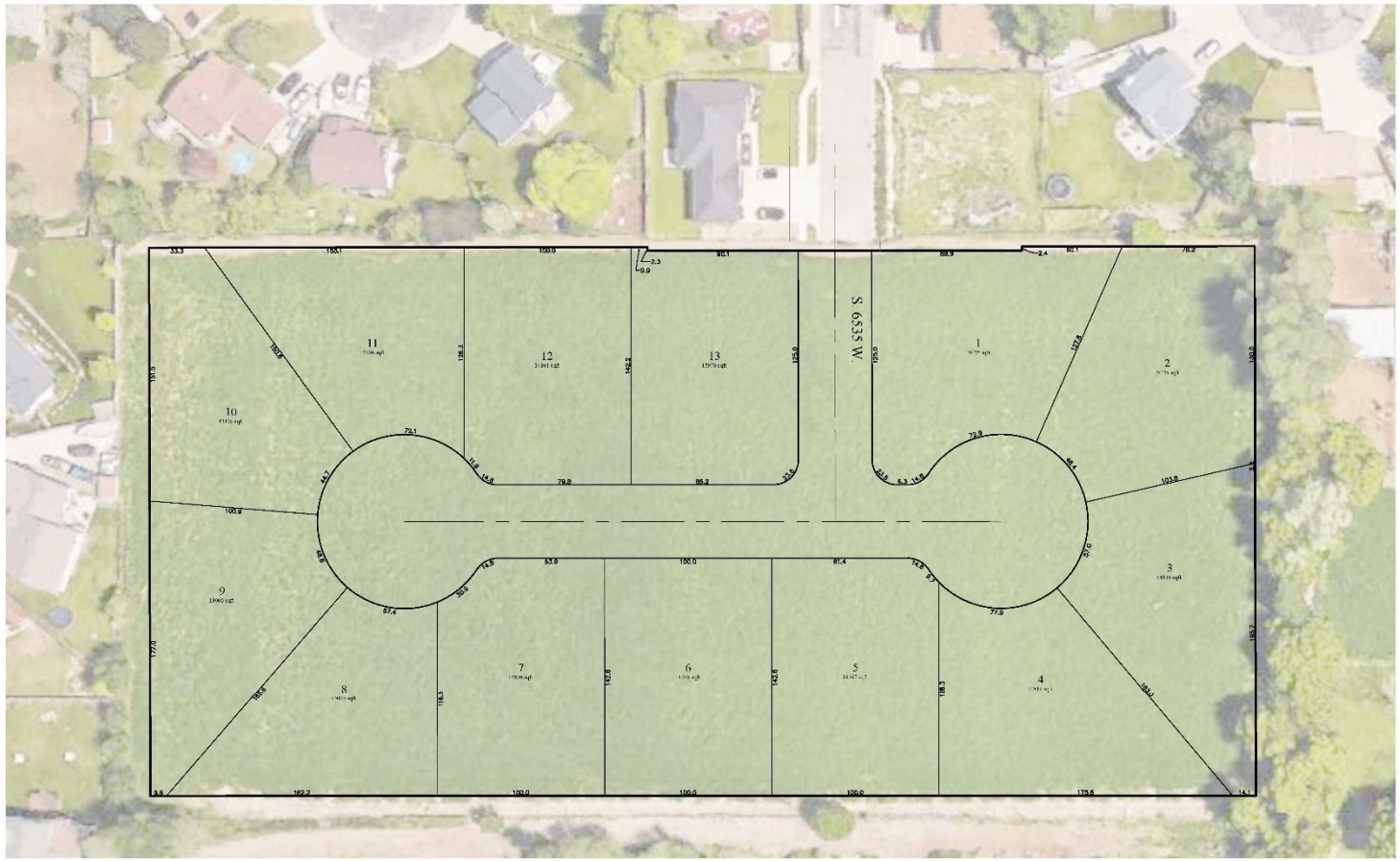
CONCEPT NARRATIVE RESIDENTIAL

LOCATED AT: SHARAL PARK DRIVE AND S 6535 W, WEST VALLEY CITY

ORIGINAL PROPERTY	5.0 ACRES
SINGLE FAMILY LOTS	13
TOTAL DENSITY	2.60 UNITS/ACRE

ZONE REQUIREMENTS

ZONE:	RE
LOT SIZE:	12,000 SF (MINIMUM) 15,000 SF (AVEREAGE)
FRONTAGE:	100'
CUL-DE-SAC RADIUS:	52'
ROW WIDTH:	54'



DESIGNED BY:

FOCUS®
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

GENERAL NOTE:

INFORMATION PROVIDED ON THIS PLAN IS BASED ON THE BEST AVAILABLE DATA AT THE TIME OF PREPARATION AND MAY CHANGE AT ANYTIME FOR ANY REASON. THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY.

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a development agreement with Mountain Vista Development Inc.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Mountain Vista Development Inc. to set standards for a new subdivision at 3320 South 6400 West.

BACKGROUND:

Adam Nash has submitted a rezone application (Z-5-2016) to change 5.0 acres at 3320 S 6400 W from A (agriculture, minimum lot size ½ acre) to RE (residential estate). The proposed use for the subject property is a new single family home subdivision.

For this development agreement, the applicant has requested to simply follow the latest housing standards as well as the standards found in the RE Zone.

RECOMMENDATION:

City staff and the Planning Commission recommend approval to the City Council.

SUBMITTED BY:

Steve Pastorik, Assistant CED Director/Planning Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MOUNTAIN VISTA DEVELOPMENT INC. FOR APPROXIMATELY 5.0 ACRES OF PROPERTY LOCATED AT 3320 SOUTH 6400 WEST.

WHEREAS, Mountain Vista Development Inc. (herein "Developer") owns real property within the limits of West Valley City, Utah, on which it proposes to build new single family homes (herein the "Project"); and

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

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

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

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

PASSED, APPROVED and MADE EFFECTIVE this ____day of_____, 2016.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Mountain Vista Development Inc., a Utah corporation, (herein "Developer") for the land to be included in or affected by the project located at approximately 3320 South 6400 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns approximately 5.0 acres of real property located at approximately 3320 South 6400 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential development (the "Project"); and

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

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

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

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

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

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

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

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

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

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

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

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only

be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A" and "B" are hereby incorporated into this Agreement.

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

TO DEVELOPER:	Mountain Vista Development Inc. Attn: Derek Ellis 668 East 12225 South, Suite 201 Draper, UT 84020
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

By:_____

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2016, personally appeared before me_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he is the _____ of _____, a limited liability company, and that said document was signed by him in behalf of said limited liability company by authority of its bylaws or a Resolution of its Board of Directors, and he acknowledged to me that said limited liability company executed the same.

_____
Notary Public

EXHIBIT A

Legal Description

Parcel #: 14-27-476-027 (portion of)
A portion of Lot 3, Bangerter Acres Subdivision, according to the official plat thereof on file in the office of the Salt Lake County Recorder, more particularly described as follows: Beginning at the Southeast corner of Lot 3, Bangerter Acres Subdivision, according to the official plat thereof on file in the office of the Salt Lake County Recorder, located North 0°02'48" West along the Section line 989.74 feet and West 659.58 feet from the Southeast corner of section 27, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence along said lot the following 7 (seven) courses and distances: South 89°58'40" West 661.49 feet; thence North 0°08'23" West 328.49 feet; thence North 89°55'13" East 298.23 feet; thence South 0°04"47" East 2.28 feet; thence North 89°56'45" East 224.00 feet; thence North 0°04'47" West 2.38 feet; thence North 89°55"13" East 139.08 feet; thence South 0°10"15" East along the extension and line of said lot 329.15 feet to the point of beginning.

EXHIBIT B

Development Standards

1. All homes shall be built in accordance with the standards outlined in Section 7-14-105 of the West Valley City Zoning Ordinance.

2. The property shall be developed in accordance with the standards outlined in the RE Zone (Sections 7-6-601 through 7-6-609) as well as all other applicable standards of the West Valley City Municipal Code.

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

A zone text change to Section 7-14-105 to require basements in single family dwellings where soil conditions allow and to increase the minimum size for single family dwellings where soil conditions do not allow basements.

SYNOPSIS:

At the request of the City Council, West Valley City staff is recommending an amendment to Section 7-14-105 of the Zoning Ordinance. If adopted, this Section will require basements in single family dwellings where soil conditions allow and increase the minimum size for single family dwellings by 500 SF where soil conditions do not allow basements.

Last year the City adopted new housing standards with the goal of creating a greater balance of housing choices in the City. These standards included increased minimum home sizes. The Council is concerned that, if a basement is not included, the purpose of the new standards would not be fully met without additional area being added to homes without basements.

The Planning Commission recommended denial because they believed the current standards are sufficient.

RECOMMENDATION:

The Planning Commission recommends denial.

SUBMITTED BY:

Steve Pastorik, Assistant CED Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 5/18/2016

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTION 7-14-105 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND PROVISIONS GOVERNING THE CONSTRUCTION OF CERTAIN SINGLE FAMILY DWELLINGS.

WHEREAS, Title 7 of the West Valley City Municipal Code establishes regulations concerning the use and development of land throughout the City; and

WHEREAS, Section 7-14-105 of the West Valley City Municipal Code establishes standards for the construction of single family homes in the City; and

WHEREAS, certain standards set forth in Section 7-14-105 may make construction of single family homes more difficult in certain narrow situations concerning preexisting lots and properties; and

WHEREAS, the City Council wishes to ensure that construction is feasible, appropriate to the neighborhood, and of the highest quality; 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 7-14-105 of the West Valley City Municipal Code;

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

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 7-14-105 is hereby amended as follows:

7-14-105. DEVELOPMENT PLAN REQUIREMENTS FOR NEW CONSTRUCTION OF A SINGLE- FAMILY OR TWO-FAMILY DWELLING.

Applications for new construction of a single-family or two-family dwelling in West Valley City shall be accompanied by and shall comply with the following:

(1) Appropriate application form and fees.

(2) Two copies of the Development Plan shall be required, which plan shall include a site plan and an architectural plan with appropriate drawings of adequate scale showing building materials, exterior elevations and floor plans of all proposed structures.

(3) The following design criteria shall be required:

a. All exterior materials shall be 100% masonry. For the purposes of this Section, masonry shall only include brick, stone, and fiber cement siding. Thin brick, brick veneer panels, stone veneer panels and stucco are not allowed. Fiber cement siding shall not constitute more than 75% of the exterior material and the remaining 25% must be either brick or stone. All exterior materials shall be installed in a professional workmanlike manner and be guaranteed to be maintenance-free for at least 10 years. Finishes upon exterior materials shall be guaranteed maintenance-free for a minimum of five years. Materials or finishes without such guarantees shall not be permitted. Guarantees shall be in writing from the manufacturer.

b. Each dwelling shall have a site-built concrete, all-weather wood, or masonry foundation around the entire perimeter with interior supports as necessary to meet applicable building codes. The dwelling shall be permanently tied to the foundation system in accordance with applicable building codes.

c. The roof of each dwelling shall have a minimum pitch of 6:12. At non-gable ends of the roof there shall be an overhang at the eaves of not less than 12 inches inclusive of rain gutters. For homes with cantilevered rooms, 60 percent of the total eave length of the home shall have an overhang of not less than 12 inches. The roof overhang shall be measured perpendicular to the vertical side of the dwelling. Laminated architectural shingles are required. Unfinished galvanized steel, tar, or aluminum roofing shall not be permitted. These pitch and overhang provisions shall not apply to porch covers, bay windows, or similar appendages.

d. Each dwelling shall be not less than 20 feet in depth at the narrowest point. The depth shall be considered to be the lesser of the two primary dimensions

of the dwelling exclusive of attached garages, bay windows, room additions, or other similar appendages.

e. Basements are required unless a soils report demonstrates that basements are not feasible. The minimum square footage of finished, above-ground, habitable floor space for homes with basements shall be 2,000 square feet for ramblers and 3,000 square feet for two story or multi-level homes, not including the garage. The minimum square footage of finished, above-ground, habitable floor space for homes without basements shall be 2,500 square feet for ramblers and 3,500 square feet for two story or multi-level homes, not including the garage.

~~e.~~ f. Any previously occupied dwelling which is to be moved from an existing location to a lot within West Valley City shall be inspected by the Chief Building Official of West Valley City, or his designated representative, prior to the move to insure that it meets applicable building codes.

~~f.~~ g. Landscaping on residential lots shall comply with the following standards:

i. Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way.

ii. Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Deciduous trees shall be a minimum size of 2-inch caliper. Conifer trees shall be at least six feet in height. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Groundcover may also include mineral or nonliving organic permeable material in not more than 50 percent of the net landscaped area. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner, however, low-water use landscaping is encouraged.

iii. At the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped.

iv. On lots over one-half acre in size, landscaping shall only be required on 80 feet of street frontage to the depth of the front yard setback. On corner one-half acre lots, 80 feet of frontage shall be landscaped on each street. The 80-foot frontage may include customary access drives.

~~g.~~ h. In reviewing the construction and siting of homes in an approved subdivision, variation in exterior design and setback distance shall be required as necessary to satisfy the purpose of this Chapter.

i. In order to insure exterior design variation, the same or very similar exterior design, as determined by the City, shall not be allowed on adjacent lots, except in the case of twin homes where connected units may be the same.

ii. In order to insure variation in front yard setbacks, no more than two homes on adjacent lots shall be built at the same setback. The minimum front setback may be reduced for main buildings, but not for garages; however, the average front setback for all lots in the subdivision shall not be less than the minimum front setback allowed in the zone. The minimum offset between homes shall be not less than five feet and the minimum front setback on any lot shall be not less than 23 feet. This requirement shall not apply to lots where the entire front property line is a curve with a radius of 100 feet or less. This subsection 3~~(g)~~(h)(ii) shall not apply in the RE zone, which is governed by the setback standards set forth in Section 7-6-608.

iii. Any sides of a home facing a street, consisting of one material, shall include distinctive features intended to add significant variety and interest to the exterior surfaces of the home, such as pop-outs on

windows, bay windows, quoins, color variations, texture changes or brick/stone decorative elements, etc. ~~The minimum square footage of finished, above-ground, habitable floor space shall be 2,000 square feet for ramblers and 3,000 square feet for 2-story or multi-level homes, not including the garage.~~

~~h.~~ i. A 3 car garage is required, except that a 2 car garage is permissible when there is a 20' side yard setback adjacent to the garage and either the 2 car garage is side loaded or the basement of the dwelling is finished. The minimum interior dimensions of a garage shall be 20 feet by 30 feet for a 3 car garage and 20 feet by 20 feet for a 2 car garage. Occupancy of the home shall not be permitted without the garage being completed. Where the garage is attached to the home and the garage door is facing the street, the width of the front of the house excluding the garage shall be at least 18' for ramblers and 15' for multi-levels.

~~i.~~ j. Final grading of individual lots shall be performed in such a way that excess water shall be contained entirely on the site or directed to an improved street or directed to an approved drainage inlet, drainage channel or drainage easement. Excess water shall not be allowed to drain onto adjacent private property unless approved as part of an overall system, as reflected in the subdivision approval or otherwise. In order to more effectively direct storm runoff rain gutters shall be installed on all eaves of new dwellings.

~~j.~~ k. In order to allow double driveways, and to allow hard-surface access to the rear yard, up to, but not more than, 40 percent of a front yard may be paved. Lots with duplexes, twin home lots, cul-de-sacs, or lots on major streets needing circular driveways may increase the hard-surface percent to 50 percent.

~~k.~~ l. Lots with double frontage adjacent to a street with 80 feet or more Right-Of-Way, as defined in the Major Street Plan, shall have a solid, 6' tall masonry wall set back at least 10' from the closest edge of the sidewalk.

~~l.~~ m. Primary buildings shall be designed and built with no more than two and one half stories above grade and shall be 30' or less in height. Accessory

buildings shall be designed and built with no more than once story above grade and shall be 20' or less in height.

~~m.~~ n. All dwellings shall meet any additional state or federal requirements to be classified and taxed as real property.

~~n.~~ o. All dwellings must have at least one main (front) entrance consisting of a concrete stoop, landing, and (if necessary) steps and additional landings which provide direct access to grade.

~~o.~~ p. New dwellings shall be oriented toward the street. The primary architectural facade and front door shall be facing the street. On legally platted lots having a maximum 50-foot frontage, new homes may be oriented differently, provided they meet the following construction standards:

i. The side elevation of the dwelling facing the street shall include a minimum of two windows;

ii. The required garage shall be located to the rear of the main structure; and

iii. The main entry of the dwelling shall have a covered porch which shall be no less than 25 square feet in area.

~~p.~~ q. All dwellings shall apply the point system enumerated below in Table 1 to the design of the home. The combination of different features shall equal or exceed 250 points for a rambler plan and 300 points for all other types of plans. Each dwelling shall include at least one feature from each of the following categories in Table 1: 1) Roofing Treatments; 2) Relief Treatments; 3) Material Selections for the Entire House; 4) Entry Features; 5) Garage Treatments; and 6) Windows.

i. If the point value of the items selected from each of the first six categories does not meet the minimum number of points required for the type of home to be constructed as set forth in paragraph (v) above, other features shall be added to increase the number of points equal to or above the minimum required for the type of home to be constructed.

ii. For homes with a side or rear façade that faces a street, architectural features, which total at least 70 points from Table 2, shall be applied to all street facing façades other than the front.

1. In the process of choosing architectural features from Table 2 to include on street facing façades, each home shall include at least one feature each from categories 2) Roofing Treatments and 3) Design Treatments.
2. If the point value of the items selected from each of the last two categories does not meet the minimum required, other features shall be added to increase the number of points equal to or above the minimum required.

iii. The point systems described in Tables 1 and 2 may be superseded by a development agreement that includes requirements that would yield homes of equal or greater quality as determined by the Planning Commission and the City Council.

Table 1

1. Roofing Treatments (must use at least one)	**Points**
A. Dominant roof pitch of not less than 6:12	0
B. Laminated architectural shingles that simulate the depth of wood over the entire roof	0
C. Two or more gable ends on front elevation	20
D. Dormer windows on front elevation	20
E. Hip style roof on at least two ends or two or more roof planes/levels on front elevation	30
2. Relief Treatments (must use at least one)	**Points**
A. At least one foundation jog (not including the garage) on the front elevation	30
B. Bay or box window or other projection that is not part of the foundation on the front elevation	20
C. At least one cantilevered living area on the front elevation	20
D. Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space	30
E. Covered front porch that extends across at least 30% of the entire length of the front of the house and is at least 5' deep with no less than 60 sq. ft. of usable, unobstructed space.	50
3. Material Selections for the Entire House (must use one)	**Points**
A. A brick or stone wainscot on the front elevation at least 30 inches high having a return of 24 inches around the front corners of the dwelling, with the remainder of the home in fiber cement siding, including accent trim, which is a complimentary but different color from the primary house color, around all windows and doors.	30
B. A brick or stone wainscot of at least 30 inches high on the front and sides of the dwelling with the remainder of the home in fiber cement siding including accent trim, which is a complimentary but different color from the primary house color, around all windows and doors.	40
C. A brick or stone wainscot on the front elevation and brick or stone extending to the roof line on at least one portion of the front. Fiber cement siding on the remaining exterior of	50

	the home including accent trim, which is a complimentary but different color from the primary house color, around all windows and doors.	
D.	Full brick or stone on the front elevation with brick or stone wainscot on the side elevations with the remainder of the home in fiber cement siding including accent trim, which is a complimentary but different color from the primary house color around all windows and doors.	70
E.	100% brick exterior	120
4.	**Entry Features (must use one)**	**Points**
A.	Covered entry with columns having a minimum size of 1' x 1' for the bottom half of the column	15
B.	Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space	0
C.	Covered front porch that extends across at least 30% of the entire length of the front of the house and is at least 5' deep with no less than 60 sq. ft. of usable, unobstructed space	0
5.	**Garage Treatments (must use at least one)**	**Points**
A.	Front of garage located at least 5' behind front face of home	40
B.	The width of the front of the house excluding the garage is at least 18' for ramblers and 15' for multi-levels	0
C.	Side entry garage	40
D.	Three car garage where one of the spaces is located at least 1.5' behind the other two garage spaces (may not be used in combination with item E)	60
E.	Three car garage (may not be used in combination with item D)	40
F.	Detached or alley loaded garage in the rear yard	40
G.	Usable open space with a trellis or roof (covered porch) above the garage extending to or beyond the front face of the garage	40
H.	Garage flush with the front of the house or located less than 5' behind front of home	20
6.	**Windows (must use at least one)**	**Points**
A.	One or more non-rectangular (round, oval, arched, etc.) windows used on the front elevation not including any window used to meet items C, E or F below.	5 each, maximum of 10 points
B.	Windows of any size used on the front elevation (does not include any windows used to meet items C, E or F below).	5 each, maximum of 40 points
C.	Accent window over the entry area	5
D.	Decorative window shutters on front elevation.	5 per set of shutters, maximum of 20 points
E.	12" or wider sidelight to expand the size of the entry	5
F.	Windows in the garage door	10
G.	At least two windows on front elevation have a pattern or design (grid)	10
H.	All windows on the front elevation have either a header, sill or trim with depth (If trim is used, it may not be used in combination with items 3A, B, C or E above)	10
7.	**Additional Design Selections**	**Points**
A.	Precast quoins on at least two corners on front elevation	10
B.	Precast keystones (at least two on front elevation)	10
C.	Knee braces on at least the front elevation	10
D.	Change of color on exterior materials (excluding doors, shutters, trim, roof material or material changes)	10
E.	Exposed joists on at least the front elevation	10
F.	Fiber cement siding with a highly visible texture or pattern (examples include "fish scale" and "shingle") on front elevation	20
G.	Siding applied horizontally and vertically on front elevation	20
H.	Gable returns on front elevation	20
I.	Porch and/or front stairway has a decorative railing	10
J.	Decorative vent (must include either a pop-out or trim around the vent).	5 per vent, maximum of 15 points
K.	6" or larger, decorative roof facia	10

L. 100 sq. ft. above the minimum required areas of 2,000 sq. ft. for ramblers and 3,000 sq. ft. for multi-levels (homes without basements do not qualify for this item).	10 points per 100 square feet over minimum, maximum of 40 points

Table 2

1. Relief Treatments	**Points**
A. At least one foundation job that is at least 10' long and is no more than 20' deep	40
B. Bay or box window or other projection that is not part of the foundation	30
C. At least one cantilevered living area	30
2. Roof Treatments (must use at least one)	**Points**
A. A minimum 6" overhang at the eaves on gable ends	10
B. Dutch hip on a gable end	10
C. Hip roof instead of a gable end	20
D. One or more gables on rear façades	20
E. Two or more gables on side façades	10
F. One cross gable on side façades	10
G. Two cross gables on side façades	20
3. Design Treatments (must use at least one)	**Points**
A. One or more windows that are at least 3 sq. ft. each in area (does not include windows in garage doors, bay windows, box windows or windows that are in or partially in window wells).	10 per window, maximum of 50 points
B. Trim around each window for homes with fiber cement exteriors	10
C. Decorative vent (oval, octagonal, or arched)	10
D. Decorative window shutters	10
E. Precast quoins on at least two corners	10
F. Precast keystones	10
G. Knee braces	10
H. Change of color on exterior materials applied to at least 20% of the façade (excluding doors, shutters, trim, roof material or material changes)	10
I. Change of material (i.e. brick or stone wainscot) applied to at least 15% of the façade	30
J. Exposed joists	10
K. Fiber cement siding with a highly visible texture or pattern (examples include "fish scale" and "shingle") applied to at least 15% of the façade	10
L. A 6' solid visual barrier fence that extends across at least 50% of the length of the façade where the base of the home is no higher than 2' from the base of the fence.	20
M. For side façades, a front porch that extends to the street facing side façade	10

~~q.~~ r. All new subdivisions involving a rezone of property, or a PUD, shall participate in a development agreement that addresses housing size, quality, exterior finish materials, streetscapes, landscaping, etc. The standards outlined in Section 7-14-105 (3)(l)(iii) shall be used as a minimum in all development agreements to address housing quality and exterior finish materials. These standards may be increased for a PUD.

~~r.~~ s. Individual Residential Zone requirements and standards may be modified if the developer as part of a development agreement, or the builder as part of a building permit, agrees to increase the average house size by 200 square feet

of finished floor space. Where fiber cement siding is used, it must be accompanied by a full perimeter brick or stone wainscot of at least 30 inches high. Standards that may be reduced include side yard setbacks (no less than 6 feet nor less than a total of 16 feet for all zones except R-1-4), and lot widths up to 15 percent except the R-1-4 zone. Lot width reduction shall be limited to twenty five percent (25%) of the total lots within a subdivision.

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

ZT-4-2016 MINUTES
APRIL 13, 2016 PLANNING COMMISSION PUBLIC HEARING

<u>ZONE TEXT CHANGE APPLICATION</u>
ZT-4-2016
West Valley City

Amending Section 7-14-105 to require basements in single family dwellings where soil conditions allow and to increase the minimum size for single family dwellings where soil conditions do not allow basements

At the request of the City Council, West Valley City staff is recommending an amendment to Section 7-14-105 of the Zoning Ordinance. If adopted, this Section will require basements in single family dwellings where soil conditions allow and increase the minimum size for single family dwellings by 500 SF where soil conditions do not allow basements.

Last year the City adopted new housing standards with the goal of creating a greater balance of housing choices in the City. These standards included increased minimum home sizes. The Council is concerned that, if a basement is not included, the purpose of the new standards would not be fully met without additional area being added to homes without basements.

During the Planning Commission study session, the Commission discussed the impact the proposed ordinance would have on patio homes, which typically do not have basements. The suggestion was made that perhaps homes without basements should still be allowed even when soil conditions would allow basements as long as the area of the home was increased. This option is included in the staff alternatives below.

Staff Alternatives:

1. Approval of the ordinance as written.

2. Approval of the ordinance with the recommended revision of allowing homes without basements even when soil conditions allow a basement as long as the area of the home is increased.

3. Continuance, for reasons determined during the public hearing.

4. Denial.

Discussion: Commissioner Matheson mentioned that it wasn't long ago that the City increased the building standard to 2,000 and 3,000 sq. ft. per home. He feels the zone text change requiring a basement or additional square footage without a basement is overkill, and is not in favor of it. Commissioner Woodruff is worried that people will not

be able to afford to build the more expensive housing. Chair Meaders has concerns about a 2,000 sq. ft. home fitting on an R-1-8 lot without being too close to neighbors.

Motion: Commissioner Matheson moved to deny ZT-4-2016.

Commissioner Fuller seconded the motion. Chair Meaders reminded Commissioners that this is a motion for denial, so a vote yes is to deny.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner McEwen	Yes
Commissioner Meaders	Yes
Commissioner Tupou	No
Commissioner Woodruff	Yes

Majority – ZT-4-2016 – Denied

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

A zone text change to Section 7-14-105 to exempt properties under certain instances from the latest single family dwelling standards.

SYNOPSIS:

West Valley City staff is recommending an amendment to Section 7-14-105 of the Zoning Ordinance. If adopted, this Section will exempt properties from the latest single family dwelling standards in the following situations:

1. A home that was not subject to the single family dwelling standards adopted in Ordinance #15-27 (the latest standards) is demolished and rebuilt.
2. Vacant, legal parcels zoned for single family dwellings that were in existence prior to April 15, 2015 and where no development agreement applies.
3. All lots in subdivisions that were submitted prior to April 15, 2015 where no development agreement applies.
4. An existing, developed single family dwelling lot in existence prior to April 15, 2015 that is large enough to be subdivided to create one new lot.

Homes built under the situations listed above would follow the design standards that were in place just before the current standards were adopted as outlined in Ordinance 14-28, which is attached.

The City Council directed staff to prepare an ordinance revision that specifically addressed the first situation listed in the proposed ordinance. The Council also asked staff to propose other exceptions that may be appropriate given our experience working with people over the counter.

For the second exception, staff estimates that there are approximately 130 parcels that would qualify for this exception. Staff estimates that there are 30 lots that would be eligible for the third exception. The fourth exception is difficult to estimate.

RECOMMENDATION:

City staff and the Planning Commission recommend approval of the zone text change.

SUBMITTED BY:

Steve Pastorik, Assistant CED Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 5/18/2016

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTION 7-14-105 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND PROVISIONS GOVERNING THE CONSTRUCTION OF CERTAIN SINGLE FAMILY DWELLINGS.

WHEREAS, Title 7 of the West Valley City Municipal Code establishes regulations concerning the use and development of land throughout the City; and

WHEREAS, Section 7-14-105 of the West Valley City Municipal Code establishes standards for the construction of single family homes in the City; and

WHEREAS, certain standards set forth in Section 7-14-105 may make construction of single family homes more difficult in certain narrow situations concerning preexisting lots and properties; and

WHEREAS, the City Council wishes to ensure that construction is feasible, appropriate to the neighborhood, and of the highest quality; 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 7-14-105 of the West Valley City Municipal Code;

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

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 7-14-105 is hereby amended as follows:

7-14-105. DEVELOPMENT PLAN REQUIREMENTS FOR NEW CONSTRUCTION OF A SINGLE- FAMILY OR TWO-FAMILY DWELLING.

Applications for new construction of a single-family or two-family dwelling in West Valley City shall be accompanied by and shall comply with the following:

(1) Appropriate application form and fees.

(2) Two copies of the Development Plan shall be required, which plan shall include a site plan and an architectural plan with appropriate drawings of adequate scale showing building materials, exterior elevations and floor plans of all proposed structures.

(3) The following design criteria shall be required:

a. All exterior materials shall be 100% masonry. For the purposes of this Section, masonry shall only include brick, stone, and fiber cement siding. Thin brick, brick veneer panels, stone veneer panels and stucco are not allowed. Fiber cement siding shall not constitute more than 75% of the exterior material and the remaining 25% must be either brick or stone. All exterior materials shall be installed in a professional workmanlike manner and be guaranteed to be maintenance-free for at least 10 years. Finishes upon exterior materials shall be guaranteed maintenance-free for a minimum of five years. Materials or finishes without such guarantees shall not be permitted. Guarantees shall be in writing from the manufacturer.

b. Each dwelling shall have a site-built concrete, all-weather wood, or masonry foundation around the entire perimeter with interior supports as necessary to meet applicable building codes. The dwelling shall be permanently tied to the foundation system in accordance with applicable building codes.

c. The roof of each dwelling shall have a minimum pitch of 6:12. At non-gable ends of the roof there shall be an overhang at the eaves of not less than 12 inches inclusive of rain gutters. For homes with cantilevered rooms, 60 percent of the total eave length of the home shall have an overhang of not less than 12 inches. The roof overhang shall be measured perpendicular to the vertical side of the dwelling. Laminated architectural shingles are required. Unfinished galvanized steel, tar, or aluminum roofing shall not be permitted. These pitch and overhang provisions shall not apply to porch covers, bay windows, or similar appendages.

d. Each dwelling shall be not less than 20 feet in depth at the narrowest point. The depth shall be considered to be the lesser of the two primary dimensions of the dwelling exclusive of attached garages, bay windows, room additions, or other similar appendages.

e. Any previously occupied dwelling which is to be moved from an existing location to a lot within West Valley City shall be inspected by the Chief Building Official of West Valley City, or his designated representative, prior to the move to insure that it meets applicable building codes.

f. Landscaping on residential lots shall comply with the following standards:

i. Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way.

ii. Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Deciduous trees shall be a minimum size of 2-inch caliper. Conifer trees shall be at least six feet in height. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Groundcover may also include mineral or nonliving organic permeable material in not more than 50 percent of the net landscaped area. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner, however, low-water use landscaping is encouraged.

iii. At the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped.

iv. On lots over one-half acre in size, landscaping shall only be required on 80 feet of street frontage to the depth of the front yard setback. On corner one-half acre lots, 80 feet of frontage shall be landscaped on each street. The 80-foot frontage may include customary access drives.

g. In reviewing the construction and siting of homes in an approved subdivision, variation in exterior design and setback distance shall be required as necessary to satisfy the purpose of this Chapter.

i. In order to insure exterior design variation, the same or very similar exterior design, as determined by the City, shall not be allowed on adjacent lots, except in the case of twin homes where connected units may be the same.

ii. In order to insure variation in front yard setbacks, no more than two homes on adjacent lots shall be built at the same setback. The minimum front setback may be reduced for main buildings, but not for garages; however, the average front setback for all lots in the subdivision shall not be less than the minimum front setback allowed in the zone. The minimum offset between homes shall be not less than five feet and the minimum front setback on any lot shall be not less than 23 feet. This requirement shall not apply to lots where the entire front property line is a curve with a radius of 100 feet or less. This subsection 3(g)(ii) shall not apply in the RE zone, which is governed by the setback standards set forth in Section 7-6-608.

iii. Any sides of a home facing a street, consisting of one material, shall include distinctive features intended to add significant variety and interest to the exterior surfaces of the home, such as pop-outs on windows, bay windows, quoins, color variations, texture changes or brick/stone decorative elements, etc. The minimum square footage of finished, above-ground, habitable floor space shall be 2,000 square feet for ramblers and 3,000 square feet for 2-story or multi-level homes, not including the garage.

h. A 3 car garage is required, except that a 2 car garage is permissible when there is a 20’ side yard setback adjacent to the garage and either the 2 car garage is side loaded or the basement of the dwelling is finished. The minimum interior dimensions of a garage shall be 20 feet by 30 feet for a 3 car garage and 20 feet by 20 feet for a 2 car garage. Occupancy of the home shall not be permitted

without the garage being completed. Where the garage is attached to the home and the garage door is facing the street, the width of the front of the house excluding the garage shall be at least 18' for ramblers and 15' for multi-levels.

i. Final grading of individual lots shall be performed in such a way that excess water shall be contained entirely on the site or directed to an improved street or directed to an approved drainage inlet, drainage channel or drainage easement. Excess water shall not be allowed to drain onto adjacent private property unless approved as part of an overall system, as reflected in the subdivision approval or otherwise. In order to more effectively direct storm runoff rain gutters shall be installed on all eaves of new dwellings.

j. In order to allow double driveways, and to allow hard-surface access to the rear yard, up to, but not more than, 40 percent of a front yard may be paved. Lots with duplexes, twin home lots, cul-de-sacs, or lots on major streets needing circular driveways may increase the hard-surface percent to 50 percent.

k. Lots with double frontage adjacent to a street with 80 feet or more Right-Of-Way, as defined in the Major Street Plan, shall have a solid, 6' tall masonry wall set back at least 10' from the closest edge of the sidewalk.

l. Primary buildings shall be designed and built with no more than two and one half stories above grade and shall be 30' or less in height. Accessory buildings shall be designed and built with no more than once story above grade and shall be 20' or less in height.

m. All dwellings shall meet any additional state or federal requirements to be classified and taxed as real property.

n. All dwellings must have at least one main (front) entrance consisting of a concrete stoop, landing, and (if necessary) steps and additional landings which provide direct access to grade.

o. New dwellings shall be oriented toward the street. The primary architectural facade and front door shall be facing the street. On legally platted lots having a maximum 50-foot frontage, new homes may be oriented differently, provided they meet the following construction standards:

i. The side elevation of the dwelling facing the street shall include a minimum of two windows;

ii. The required garage shall be located to the rear of the main structure; and

iii. The main entry of the dwelling shall have a covered porch which shall be no less than 25 square feet in area.

p. All dwellings shall apply the point system enumerated below in Table 1 to the design of the home. The combination of different features shall equal or exceed 250 points for a rambler plan and 300 points for all other types of plans. Each dwelling shall include at least one feature from each of the following categories in Table 1: 1) Roofing Treatments; 2) Relief Treatments; 3) Material Selections for the Entire House; 4) Entry Features; 5) Garage Treatments; and 6) Windows.

i. If the point value of the items selected from each of the first six categories does not meet the minimum number of points required for the type of home to be constructed as set forth in paragraph (v) above, other features shall be added to increase the number of points equal to or above the minimum required for the type of home to be constructed.

ii. For homes with a side or rear façade that faces a street, architectural features, which total at least 70 points from Table 2, shall be applied to all street facing façades other than the front.

1. In the process of choosing architectural features from Table 2 to include on street facing façades, each home shall include at least one feature each from categories 2) Roofing Treatments and 3) Design Treatments.

2. If the point value of the items selected from each of the last two categories does not meet the minimum required, other features shall be added to increase the number of points equal to or above the minimum required.

iii. The point systems described in Tables 1 and 2 may be superseded by a development agreement that includes requirements that would yield

homes of equal or greater quality as determined by the Planning Commission and the City Council.

Table 1

1. Roofing Treatments (must use at least one)	Points
A. Dominant roof pitch of not less than 6:12	0
B. Laminated architectural shingles that simulate the depth of wood over the entire roof	0
C. Two or more gable ends on front elevation	20
D. Dormer windows on front elevation	20
E. Hip style roof on at least two ends or two or more roof planes/levels on front elevation	30
2. Relief Treatments (must use at least one)	**Points**
A. At least one foundation jog (not including the garage) on the front elevation	30
B. Bay or box window or other projection that is not part of the foundation on the front elevation	20
C. At least one cantilevered living area on the front elevation	20
D. Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space	30
E. Covered front porch that extends across at least 30% of the entire length of the front of the house and is at least 5' deep with no less than 60 sq. ft. of usable, unobstructed space.	50
3. Material Selections for the Entire House (must use one)	**Points**
A. A brick or stone wainscot on the front elevation at least 30 inches high having a return of 24 inches around the front corners of the dwelling, with the remainder of the home in fiber cement siding, including accent trim, which is a complimentary but different color from the primary house color, around all windows and doors.	30
B. A brick or stone wainscot of at least 30 inches high on the front and sides of the dwelling with the remainder of the home in fiber cement siding including accent trim, which is a complimentary but different color from the primary house color, around all windows and doors.	40
C. A brick or stone wainscot on the front elevation and brick or stone extending to the roof line on at least one portion of the front. Fiber cement siding on the remaining exterior of the home including accent trim, which is a complimentary but different color from the primary house color, around all windows and doors.	50
D. Full brick or stone on the front elevation with brick or stone wainscot on the side elevations with the remainder of the home in fiber cement siding including accent trim, which is a complimentary but different color from the primary house color around all windows and doors.	70
E. 100% brick exterior	120
4. Entry Features (must use one)	**Points**
A. Covered entry with columns having a minimum size of 1' x 1' for the bottom half of the column	15
B. Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space	0
C. Covered front porch that extends across at least 30% of the entire length of the front of the house and is at least 5' deep with no less than 60 sq. ft. of usable, unobstructed space	0
5. Garage Treatments (must use at least one)	**Points**
A. Front of garage located at least 5' behind front face of home	40
B. The width of the front of the house excluding the garage is at least 18' for ramblers and 15' for multi-levels	0
C. Side entry garage	40
D. Three car garage where one of the spaces is located at least 1.5' behind the other two garage spaces (may not be used in combination with item E)	60
E. Three car garage (may not be used in combination with item D)	40
F. Detached or alley loaded garage in the rear yard	40
G. Usable open space with a trellis or roof (covered porch) above the garage extending to or	40

beyond the front face of the garage	
H. Garage flush with the front of the house or located less than 5' behind front of home	20
6. Windows (must use at least one)	**Points**
A. One or more non-rectangular (round, oval, arched, etc.) windows used on the front elevation not including any window used to meet items C, E or F below.	5 each, maximum of 10 points
B. Windows of any size used on the front elevation (does not include any windows used to meet items C, E or F below).	5 each, maximum of 40 points
C. Accent window over the entry area	5
D. Decorative window shutters on front elevation.	5 per set of shutters, maximum of 20 points
E. 12" or wider sidelight to expand the size of the entry	5
F. Windows in the garage door	10
G. At least two windows on front elevation have a pattern or design (grid)	10
H. All windows on the front elevation have either a header, sill or trim with depth (If trim is used, it may not be used in combination with items 3A, B, C or E above)	10
7. Additional Design Selections	**Points**
A. Precast quoins on at least two corners on front elevation	10
B. Precast keystones (at least two on front elevation)	10
C. Knee braces on at least the front elevation	10
D. Change of color on exterior materials (excluding doors, shutters, trim, roof material or material changes)	10
E. Exposed joists on at least the front elevation	10
F. Fiber cement siding with a highly visible texture or pattern (examples include "fish scale" and "shingle") on front elevation	20
G. Siding applied horizontally and vertically on front elevation	20
H. Gable returns on front elevation	20
I. Porch and/or front stairway has a decorative railing	10
J. Decorative vent (must include either a pop-out or trim around the vent).	5 per vent, maximum of 15 points
K. 6" or larger, decorative roof facia	10
L. 100 sq. ft. above the minimum required areas of 2,000 sq. ft. for ramblers and 3,000 sq. ft. for multi-levels (homes without basements do not qualify for this item).	10 points per 100 square feet over minimum, maximum of 40 points

Table 2

1. Relief Treatments	**Points**
A. At least one foundation job that is at least 10' long and is no more than 20' deep	40
B. Bay or box window or other projection that is not part of the foundation	30
C. At least one cantilevered living area	30
2. Roof Treatments (must use at least one)	**Points**
A. A minimum 6" overhang at the eaves on gable ends	10
B. Dutch hip on a gable end	10
C. Hip roof instead of a gable end	20
D. One or more gables on rear façades	20
E. Two or more gables on side façades	10
F. One cross gable on side façades	10
G. Two cross gables on side façades	20
3. Design Treatments (must use at least one)	**Points**
A. One or more windows that are at least 3 sq. ft. each in area (does not include windows in garage doors, bay windows, box windows or windows that are in or partially in window wells).	10 per window, maximum of 50 points

B.	Trim around each window for homes with fiber cement exteriors	10
C.	Decorative vent (oval, octagonal, or arched)	10
D.	Decorative window shutters	10
E.	Precast quoins on at least two corners	10
F.	Precast keystones	10
G.	Knee braces	10
H.	Change of color on exterior materials applied to at least 20% of the façade (excluding doors, shutters, trim, roof material or material changes)	10
I.	Change of material (i.e. brick or stone wainscot) applied to at least 15% of the façade	30
J.	Exposed joists	10
K.	Fiber cement siding with a highly visible texture or pattern (examples include "fish scale" and "shingle") applied to at least 15% of the façade	10
L.	A 6' solid visual barrier fence that extends across at least 50% of the length of the façade where the base of the home is no higher than 2' from the base of the fence.	20
M.	For side façades, a front porch that extends to the street facing side façade	10

q. All new subdivisions involving a rezone of property, or a PUD, shall participate in a development agreement that addresses housing size, quality, exterior finish materials, streetscapes, landscaping, etc. The standards outlined in Section 7-14-105 (3)(l)(iii) shall be used as a minimum in all development agreements to address housing quality and exterior finish materials. These standards may be increased for a PUD.

r. Individual Residential Zone requirements and standards may be modified if the developer as part of a development agreement, or the builder as part of a building permit, agrees to increase the average house size by 200 square feet of finished floor space. Where fiber cement siding is used, it must be accompanied by a full perimeter brick or stone wainscot of at least 30 inches high. Standards that may be reduced include side yard setbacks (no less than 6 feet nor less than a total of 16 feet for all zones except R-1-4), and lot widths up to 15 percent except the R-1-4 zone. Lot width reduction shall be limited to twenty five percent (25%) of the total lots within a subdivision.

<u>t.</u> <u>Homes with a two car garage and reduced habitable floor area may be constructed as set forth in this subsection (t):</u>

<u>a.</u> <u>The following circumstances qualify for a two car garage and reduced habitable floor area:</u>

<u>i.</u> <u>A home built to replace a home built prior to April 15, 2015 when that home is demolished and rebuilt on the same lot.</u>

<u>ii.</u> <u>A home built on a vacant, legal parcel zoned for single family</u>

dwellings that was in existence prior to April 15, 2015 and where no development agreement is currently applicable to the property.

iii. A home built on a legal and developed single family dwelling lot under one acre in existence prior to April 15, 2015 that is large enough to be subdivided to create no more than one new lot.

b. Basements are required for homes constructed pursuant to this subsection (t) unless a soils report demonstrates that basements are not feasible. The minimum square footage of finished, above-ground, habitable floor space for homes with basements shall be 1,400 square feet for ramblers and 1,600 square feet for two story or multi-level homes, not including the garage. The minimum square footage of finished, above-ground, habitable floor space for homes without basements shall be 1,900 square feet for ramblers and 2,100 square feet for two story or multi-level homes, not including the garage.

c. Homes constructed pursuant to this subsection (t) must meet all other applicable requirements that are not specifically reduced herein.

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

ZT-5-2016 MINUTES
APRIL 13, 2016 PLANNING COMMISSION PUBLIC HEARING

ZONE TEXT APPLICATION:
ZT-5-2016
West Valley City

Amending Section 7-14-105 to exempt properties under certain instances from the latest single family dwelling standards

West Valley City staff is recommending an amendment to Section 7-14-105 of the Zoning Ordinance. If adopted, this Section will exempt properties from the latest single family dwelling standards in the following situations:

1. A home that was not subject to the single family dwelling standards adopted in Ordinance #15-27 (the latest standards) is demolished and rebuilt.
2. Vacant, legal parcels zoned for single family dwellings that were in existence prior to April 15, 2015 and where no development agreement applies.
3. All lots in subdivisions that were submitted prior to April 15, 2015 where no development agreement applies.
4. An existing, developed single family dwelling lot in existence prior to April 15, 2015 that is large enough to be subdivided to create one new lot.

Homes built under the situations listed above would follow the design standards that were in place just before the current standards were adopted as outlined in Ordinance 14-28, which is attached. For reference, the table below compares the current standards with the previous standards.

Requirements	Current Standard (Ordinance 15-27)	Previous Standard (Ordinance 14-28)
Minimum rambler size	2,000 square feet	1,400 square feet
Minimum multi-level size	3,000 square feet	1,600 square feet
Minimum garage size	3 car garage*	2 car garage
Exterior materials allowed	Brick, stone, stucco and fiber cement siding	Brick, stone and fiber cement siding
Further material restrictions	Fiber cement siding limited to 75% of exterior	Stucco limited to 15% of exterior
Minimum roof pitch	6/12	4/12
Minimum # of points for rambler	250	250
Minimum # of points for multi-level	300	300
Architectural shingles required	Yes	No

*A 2 car garage is permissible when there is a 20' side yard setback adjacent to the garage and either the 2 car garage is side loaded or the basement of the dwelling is finished.

The City Council directed staff to prepare an ordinance revision that specifically addressed the first situation listed in the proposed ordinance. The Council also asked staff to propose other exceptions that may be appropriate given our experience working with people over the counter.

For the second exception, staff estimates that there are approximately 130 parcels that would qualify for this exception. Staff is working on an estimate for the number of lots in exception three. The fourth exception is difficult to estimate.

Staff Alternatives:

Discussion: Commissioner Woodruff feels these exemptions are reasonable ways to deal with problems that may arise with the ordinances already in place. Commissioner McEwen is concerned these exemptions may open a door for more reasons the public may ask to be released from complying with the current ordinances. He would like more time to go over the table and discuss this petition.

Motion:
Commissioner McEwen moved to continue ZT-5-2016.

The motion failed due to the lack of a second.

Motion:
Commissioner Woodruff moved to approve ZT-5-2016.

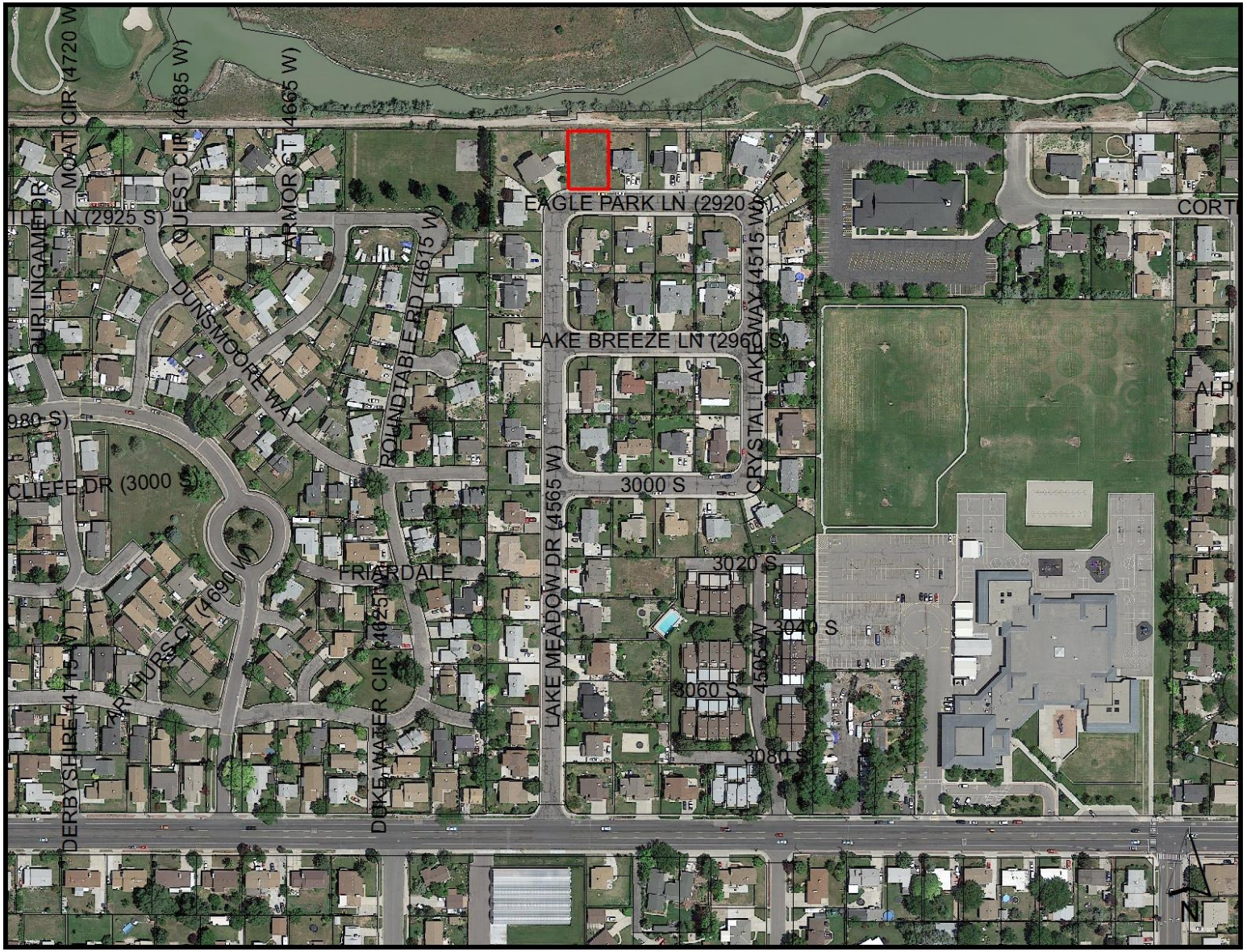
Commissioner Matheson seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner McEwen	No
Commissioner Meaders	Yes
Commissioner Tupou	Yes
Commissioner Woodruff	Yes

Majority - ZT-5-2016 – Approved

ZT-5-2016 Petition by **WEST VALLEY CITY** requesting a **zone text change** to Section 7-14-105 to exempt properties under certain instances from the latest single family dwelling standards. (Staff – **Steve Pastorik** at 801-963-3545)



Item #:	
Fiscal Impact:	$41,263.22
Funding Source:	Ambulance Operations
Account #:	66-6625-40740-00000-0000
Budget Opening Required:	

ISSUE:

Authorization of replacement ambulance cab and chassis

SYNOPSIS:

This resolution authorizes the purchase of one ambulance cab and chassis from Ken Garff Ford.

BACKGROUND:

Ken Garff Ford has the State Contract to supply the Ford F550 ambulance cabs and chassis.

Number of Vehicles	Type of Vehicle	Cost Per Vehicle
1	Ford F550	$41,263.22
	TOTAL	$41,263.22

Following is the vehicle being replaced:

ICN #	Mileage	Year	Make	Model
731093	104420	2008	Chevrolet	4500

The City Shops will switch the ambulance module from the Chevrolet to the New Ford and complete a full refurbishment of the ambulance module.

RECOMMENDATION:

Approve purchase of one ambulance cabs and chassis

SUBMITTED BY:

John Evans Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF A REPLACEMENT AMBULANCE CAB AND CHASSIS FOR USE BY THE FIRE DEPARTMENT.

WHEREAS, West Valley City desires to purchase a replacement cab and chassis for one of the Fire Department ambulances; and

WHEREAS, Ken Garff Ford (herin "Ken Garff") has been awarded a State Contract to supply said ambulance cab and chassis; and

WHEREAS, the bid from Ken Garff is within the Fire Department's price parameters and meets City 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 a replacement cab and chassis for use by the Fire Department;

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

1. The City is hereby authorized to purchase a cab and chassis from Ken Garff Ford for use by the Fire Department for an amount not to exceed $41,263.22.

2. The Mayor is hereby authorized to execute, for and in behalf of the City, any documents necessary to complete said purchase, subject to approval of the final form of the purchase documents 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

Item #:	
Fiscal Impact:	$59,010.30
Funding Source:	Class C Road Fund
Account #:	11-7581-40740-00000-0000
Budget Opening Required:	No

ISSUE:

Authorization to purchase a new Vermeer BC1500 Wood Chipper.

SYNOPSIS:

This resolution authorizes the purchase of a 2016 Vermeer BC1500 Wood Chipper to replace the old one.

BACKGROUND:

The Public Works Department is purchasing a new Wood Chipper off state contract to replace a 2004 Wood Chipper. The existing Chipper is 12 years old and due to its everyday wear and tear it is the Fleet Manager's recommendation to replace it at this time. Vermeer Rocky Mountain is a State Contract vendor. The State Contract number is MA2182. The City received a quote for the total selling price of $59,010.30.

The Fleet Manager has met with the Operations Division and determined that this equipment best suits the needs of the department, and would be the most efficient equipment for their intended purposes.

RECOMMENDATION:

Approve purchase of a 2016 Vermeer BC1500 Wood Chipper from Vermeer Rocky Mountain.

SUBMITTED BY:

Eric Madsen, Fleet Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF A VERMEER BC1500 WOOD CHIPPER FROM VERMEER ROCKY MOUNTAIN INC., FOR USE BY THE PUBLIC WORKS DEPARTMENT.

WHEREAS, West Valley City desires to purchase a Vermeer BC1500 Wood Chipper (herein "Wood Chipper") for use by the Public Works Department; and

WHEREAS, Vermeer Rocky Mountain Inc., (herein "Vermeer") is a State Contract vendor; and

WHEREAS, the quoted price from Vermeer is within the Department's budget parameters and meets City 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 Wood Chipper for use by the Public Works Department;

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

1. That the City is hereby authorized to purchase a Vermeer BC1500 Wood Chipper from Vermeer Rocky Mountain Inc., for use by the Public Works Department for an amount not to exceed $50,010.30.

2. That the Mayor and the City Manager are hereby authorized to execute, for and in behalf of the City, any documents necessary to complete said purchase, subject to approval of the final form of the documents by the City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2016.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

850 S. Redwood Rd
Salt Lake City, UT 84104
Phone: (801) 975-1216
Toll Free: (866) 816-6971
Fax: (801) 975-7900
www.vermeerrockymountain.com

Ship to:
SAME AS BELOW

Invoice to:
West Valley, City of
3600 Constitution Blvd
West Valley UT 84119-3720

Branch		
25 - Salt Lake City		
Date	Time	Page
04/18/2016	9:32:56 (O)	1
Account No.	Phone No.	Quote No.
WESTV001	8019663600	02 Q03428
Ship Via	Purchase Order	
	87-0362454	
		Salesperson
DEVIN YOUNG		DBY

EQUIPMENT QUOTE

Description ** Q U O T E ** EXPIRY DATE: 05/18/2016 Amount

New Vermeer BC1500 BC1500 DOMESTIC VALUE PACKAGE 130 HP TIER 65567.00
****INCLUDING THE FOLLOWING OPTIONS****
BC150021VP BC1500 DOMESTIC VALUE PACKAGE 130 HP TIER 4 FINAL
BC1500009 BC1500 130HP CUMMINS DIESEL - TIER 4 FINAL
BC1500092 BC1500 DOMESTIC OPTION 130HP TIER 4 FINAL
BC1500040 BC1500 DOMESTIC 6-WAY ROUND TRAILER PLUG
BC1500028 BC1500 NON WINCH T4I & T4F
BC1500095 BC1500 ELECTRIC BRAKE 8K
BC1500016 MANUAL CHUTE ROTATION RIGHT SIDE
BC1500076 BC1500 FLOTATION TIRES - LT285/75R16E
BC1500052 BC1500 RT SIDE CONTROLS - (130HP) T4F/STAGE IV

Sale # 01 Subtotal: 65567.00
TOTAL: 65567.00

Miscellaneous Charges/Credits
==========

EQUIPMENT DISCOUNT Qty: 1 Price: 6556.70 6556.70-

Miscellaneous Charges/Credits Total: 6556.70-

Subtotal: 59010.30
Quote Total: 59010.30

Authorization: _____

Terms are due upon receipt unless otherwise specified. Customer shall be responsible for any and all costs associated with collection of any past due balance, which includes the payment of reasonable attorney's fees incurred for such collection.	Signature	Date

Item:
Fiscal Impact: $2,577,000
Funding Source: RDA
Account No: 22-6879-40750-00000-0000

Budget Opening Required: No

ISSUE:

Award Contract for the Fairbourne Station Phase 2 Roadway and Utility Project

SYNOPSIS:

Lowest responsible bid was received by Stapp Construction, in the amount of $2,454,309.45.

BACKGROUND:

Bids were opened for the project on May 10, 2016. A total of three (3) bids were received. The lowest responsible bidder was Stapp Construction.

This contract builds the next phase of public improvements in Fairbourne Station, including a new street at 3030 West, extension of Weigh Station Road and a reconstruction of a portion of Lehman Avenue. A new traffic signal will be built on 3500 South at 3030 West, along with Bus Rapid Transit stations within Fairbourne Station. The project includes the installation of water, sewer, power and other utility improvements for the future development of new buildings. The project also includes the installation of landscape and street light improvements.

Stapp Construction was the lowest responsible bidder. It is recommended that the project be awarded to Stapp Construction.

RECOMMENDATION:

Award the contract to Stapp Construction in the amount of $2,454,309.45, and authorize the Public Works Department to spend no more than $2,577,000 on the project.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO STAPP CONSTRUCTION FOR THE FAIRBOURNE STATION PHASE II ROADWAY AND UTILITY PROJECT.

WHEREAS, proposals were solicited from qualified contractors to construct roads and utilities for the second phase of the Fairbourne Station Development; and

WHEREAS, Stapp Construction ("Stapp") submitted the lowest responsible bid for said work; and

WHEREAS, Stapp meets all other requirements of the proposal specifications.

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

1. Stapp Construction is hereby awarded the contract to construct roads and utilities for the second phase of the Fairbourne Station Development.

2. Said contract shall be in an amount not to exceed $2,577,000.00.

3. The Mayor is hereby authorized to execute a contract with Stapp Construction to perform the work, subject to the final approval of the contract by the City Manager and the City Attorney's Office.

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

WEST VALLEY CITY

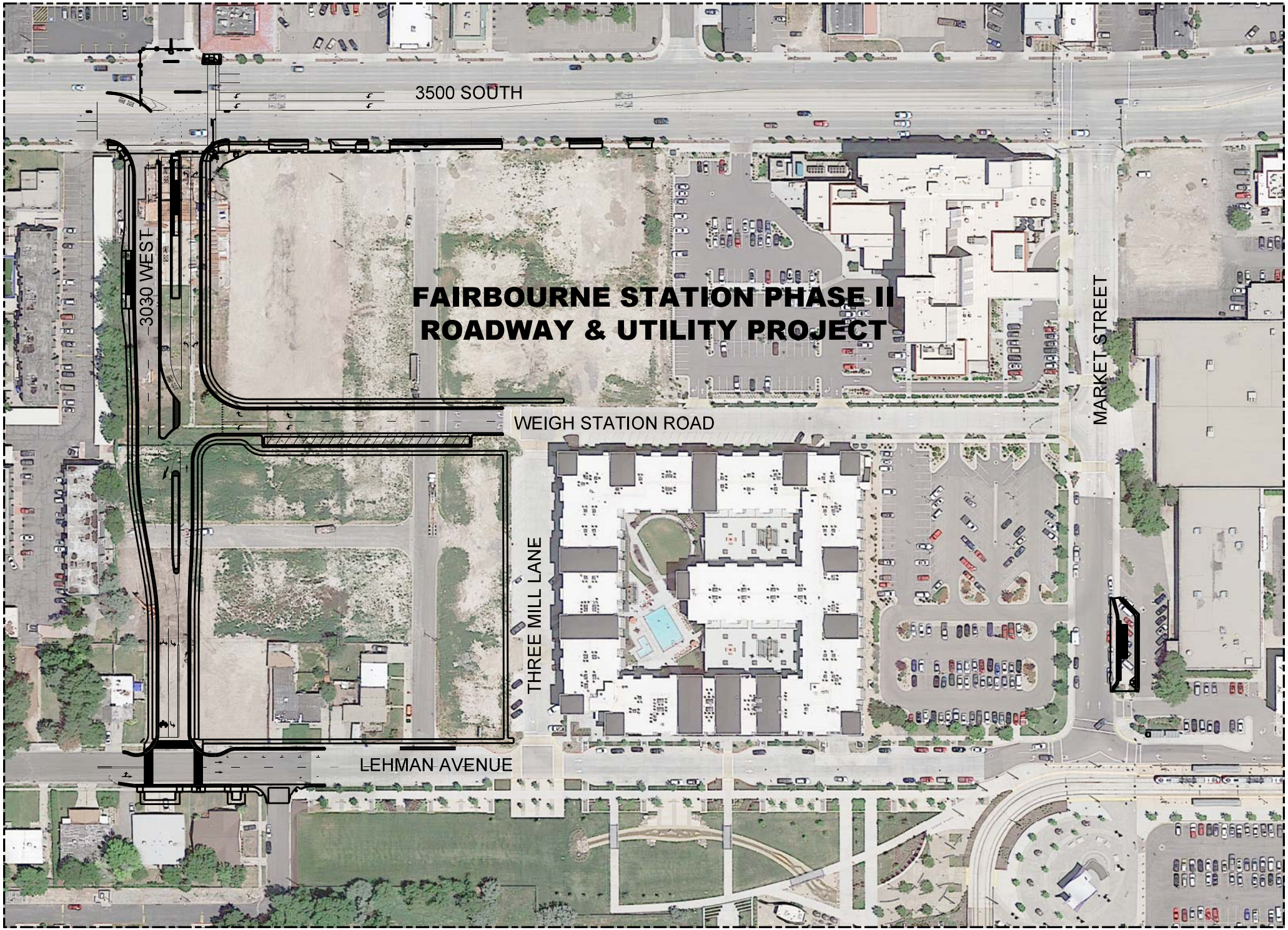
_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City, Utah - Bid Tabulation Summary
Fairbourne Station PH 2
Opening Date: May 10, 2016

	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)	Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	$ 2,424,535.19				
Response 1	$ 2,454,309.45	$0.00	($24,543.09)	($24,543.09)	***$2,429,766.36***
Stapp Construction		0%	-1%		
Response 2	$ 2,511,942.80	$0.00	($25,119.43)	($25,119.43)	**$2,486,823.37**
Vancon, Inc.		0%	-1%		
Response 3	$ 2,707,000.00	$0.00	$0.00	$0.00	**$2,707,000.00**
Condie Construction		0%	0%		


FAIRBOURNE STATION PHASE II
ROADWAY & UTILITY PROJECT
3500 SOUTH
3030 WEST
WEIGH STATION ROAD
THREE MILL LANE
LEHMAN AVENUE
MARKET STREET

Item:
Fiscal Impact: $75,000
Funding Source: RDA
Account No: 22-6879-40750-00000-0000

Budget Opening Required: Yes

ISSUE:

Purchase Traffic Signal Equipment from UDOT – 3030 West 3500 South

SYNOPSIS:

Traffic Signal Equipment purchase from UDOT for the Fairbourne Station Phase II Roadway Project

BACKGROUND:

As part of the Fairbourne Station Phase II Roadway and Utility Project a new traffic signal will be built at 3030 West 3500 South. The new signal will be owned and maintained by UDOT. Per the proposed road construction contract at Fairbourne Station, West Valley City will provide the traffic signal equipment to the contractor for installation. UDOT runs a warehouse that furnishes signal equipment to state road projects.

This city council action authorizes the Public Works Department to issue a purchase order to UDOT for traffic signal equipment, not to exceed $75,000.

RECOMMENDATION:

Authorize the Public Works Department to purchase traffic signal equipment from UDOT in an amount not to exceed $75,000.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF TRAFFIC SIGNAL EQUIPMENT FROM UTAH DEPARMENT OF TRANSPORTATION FOR THE FAIRBOUTNE STATION PHASE II ROADWAY PROJECT.

WHEREAS, as part of the Fairbourne Station Phase II Roadway Project a new traffic signal will be built at 3030 West and 3500 South; and

WHEREAS, the City desires to purchase the traffic signal equipment for the project from the Utah Department of Transportation ("UDOT"); and

WHEREAS, the purchase is being completed through the state furnished materials warehouse to supply UDOT's proprietary signal equipment since the signal will be owned and maintained by the State of Utah; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the citizens of West Valley City to purchase the traffic signal equipment from UDOT;

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

1. The City is hereby authorized to purchase the traffic signal equipment from UDOT in and amount not to exceed $75,000.

2. The Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase, subject to approval of the final form of the documents by the City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2016

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

STATE FURNISHED MATERIALS / SIGNAL

** Submit orders for signal equipment to the Region Signal Engineer and to sfmaterials@utah.gov

Commodity Code	Description	Model #	Unit	Order Qty	CONTRACT Unit Price	Amount	Vendor	Contract	Exp-Date	Desired Stock	Re-Order Threshold
	TRAFFIC SIGNAL STEEL				Vendor Lead Time:	90-100 days					
55085000401	TYPE A MAST ARM SIGNAL POLE (30' TO 55')	--	EA	1	$3,335	$3,335.00	Valmont	MA-507	16-Sep-18	**75**	50
55085000403	TYPE DC 90-DEGREE DUAL CURVED MAST ARM SIGNAL POLE (30' TO 45')	--	EA		$4,858		" "	" "	" "	**4**	3
5508500408H	HARDWARE KIT, TYPE A POLE CAP (only if no lum-extension is being used)	--	EA		$38		" "	" "	" "	**35**	23
5508500401H	HARDWARE KIT, TYPE A/DC SIGNAL POLE (2 kits required for DC arm)	--	EA	1	$138	$138.00	" "	" "	" "	**75**	50
55085000581	POLE BASE PLATE ADAPTER	--	EA		$1,387		Union Metal	MA-505	16-Sep-18	**20**	13
5508500581H	HARDWARE KIT, POLE BASE PLATE ADAPTER	--	EA		$112		" "	" "	" "	**20**	13
55085000411	30' CURVED MAST ARM (Field Cut to 25' if needed)	--	EA		$1,370		Valmont	MA-507	16-Sep-18	**12**	8
55085000412	35' CURVED MAST ARM	--	EA		$1,647		" "	" "	" "	**12**	8
55085000413	40' CURVED MAST ARM	--	EA		$1,780		" "	" "	" "	**12**	8
55085000414	45' CURVED MAST ARM	--	EA	1	$2,002	$2,002.00	" "	" "	" "	**12**	8
5508500413H	HARDWARE KIT, 35'/40' CURVED MAST ARM	--	EA		$10		" "	" "	" "	**25**	17
5508500411H	HARDWARE KIT, 30'/45' CURVED MAST ARM	--	EA	1	$10	$10.00	" "	" "	" "	**25**	17
55085000415	50' CURVED MAST ARM END SECTION	--	EA		$1,877		" "	" "	" "	**12**	8
55085000416	55' CURVED MAST ARM END SECTION	--	EA		$1,877		" "	" "	" "	**12**	8
55085000417	50'/55' MAST ARM BASE SECTION	--	EA		$1,037		" "	" "	" "	**25**	17
55085000415H	HARDWARE KIT, 50' CURVED MAST ARM	--	EA		$1,037		" "	" "	" "	**15**	10
5508500417H	HARDWARE KIT, 55' CURVED MAST ARM	--	EA		$18		" "	" "	" "	**15**	10
55085000504	TYPE B MAST ARM SIGNAL POLE (60' TO 75')	--	EA	2	$3,035	$6,070.00	Union Metal	MA-505	16-Sep-18	**35**	23
5508500508H	HARDWARE KIT, TYPE B POLE CAP (only if no lum-extension is being used)	--	EA		$63		" "	" "	" "	**36**	24
5508500501H	HARDWARE KIT, TYPE B SIGNAL POLE	--	EA	2	$89	$178.00	" "	" "	" "	**40**	26
55085000518	60' STRAIGHT MAST ARM BASE SECTION	--	EA	1	$2,337	$2,337.00	" "	" "	" "	**15**	10
55085000519	65' STRAIGHT MAST ARM BASE SECTION	--	EA	1	$2,668	$2,668.00	" "	" "	" "	**15**	10
55085000521	70' STRAIGHT MAST ARM BASE SECTION	--	EA		$3,225		" "	" "	" "	**12**	8
55085000522	75' STRAIGHT MAST ARM BASE SECTION	--	EA		$3,225		" "	" "	" "	**12**	8
5508500520H	HARDWARE KIT, 60'-75' MAST ARMS	--	EA	2	$61	$122.00	" "	" "	" "	**30**	20
55085000520	60'-75' MAST ARM END SECTION	--	EA	2	$1,226	$2,452.00	" "	" "	" "	**25**	17
	STREET LIGHTING				Vendor Lead Time:	90-100 days					
55085000472	25' LUMINAIRE EXTENSION / TYPE A MAST POLE (2'-6")	--	EA		$688		Valmont	MA-507	16-Sep-18	**8**	5
55085000474	30' LUMINAIRE EXTENSION / TYPE A MAST POLE (7'-6")	--	EA		$707		" "	" "	" "	**20**	13
55085000476	40' LUMINAIRE EXTENSION / TYPE A MAST POLE (17'-6")	--	EA	1	$746	$746.00	" "	" "	" "	**30**	20
55085000475	40' LUMINAIRE EXTENSION / **TYPE B** MAST POLE (12'-6")	--	EA	2	$723	$1,446.00	" "	" "	" "	**20**	13
5508500472H	HARDWARE KIT, SIGNAL POLE LUMINAIRE EXTENSTION	--	EA	3	$11	$33.00	" "	" "	" "	**75**	50
55085000441	5'6" TRAFFIC/PEDESTRIAN SIGNAL POLE	--	EA	1	$201	$201.00	" "	" "	" "	**30**	20
55085000445	11' TRAFFIC/PEDESTRIAN SIGNAL POLE	--	EA	1	$239	$239.00	" "	" "	" "	**50**	33
55085000448	15' TRAFFIC/PEDESTRIAN SIGNAL POLE	--	EA	1	$272	$272.00	" "	" "	" "	**40**	26
55085000456	BREAKAWAY BASE, TRAFFIC/PEDESTRIAN SIGNAL POLE	--	EA	3	$157	$471.00	" "	" "	" "	**120**	79
5508500445H	HARDWARE KIT, TRAFFIC/PEDESTRIAN SIGNAL POLE	--	EA	3	$55	$165.00	" "	" "	" "	**120**	79
55085000461	40' HIGHWAY LUMINAIRE POLE (SLIP BASE)	--	EA		$760		" "	" "	" "	**50**	33
55085000457	BREAKAWAY BASE, HIGHWAY LUMINAIRE POLE (slip base Poles only)	--	EA		$258		" "	" "	" "	**60**	40
5508500464H	HARDWARE KIT, HIGHWAY LUMINAIRE POLE (slip base Poles only)	--	EA		$74		" "	" "	" "	**60**	40
5508500458H	HARDWARE KIT, LUMINAIRE POLE CAP (when no arm is being attached)	--	EA		$19		" "	" "	" "	**20**	13
5508500461H	HARDWARE KIT, HIGHWAY LUMINAIRE ARM (arm connection kit for Hwy Light Pole only)	--	EA		$32		" "	" "	" "	**50**	33
55085000467	VERTICAL LUMINAIRE EXTENSION 5'-6" (90deg adapter off extension)	--	EA		$251		" "	" "	" "	**8**	5
28576610763	VERTICAL LUMINAIRE ADAPTER	HOR-6	EA		$100					**8**	5
55085000465	10' LUMINAIRE ARM	--	EA		$430		Valmont	MA-507	16-Sep-18	**20**	13
55085000466	15' LUMINAIRE ARM	--	EA	3	$445	$1,335.00	" "	" "	" "	**60**	40
55085000432	10' DUAL LUMINAIRE ARM	--	EA		$1,057		" "	" "	" "	**5**	3
55085000435	15' DUAL LUMINAIRE ARM	--	EA		$1,157		" "	" "	" "	**5**	3
28576394402	LED LUMINAIRE A, TYPE III, MV, PC (equivalent to MV 250 W HPS)	RX180I3NA5RNSN	EA		$425		Mtn-States	149589	29-Oct-16	**35**	23
28576394404	LED LUMINAIRE B, TYPE III, MV, PC (equivalent to MV 400 W HPS)	RX2128I3NA5RNSN	EA	3	$525	$1,575.00	" "	" "	" "	**50**	33
28576394410	LED HWY LUM. A, TYPE III, 480V, NO PhotoCell (equivalent to 480V / 250W HPS)	RX180B3NB5NNSN	EA		$425		" "	" "	" "	**35**	23
28576394413	LED HWY LUM. B, TYPE II, 480V NO PhotoCell (equivalant to 480V / 400W HPS)	RX2128B2NB5NNSN	EA		$525		" "	" "	" "	**50**	33
28576394418	PHOTOCELL, TWIST-LOCK 480v, 12yr	6394L	EA		$28		" "	" "	" "	**25**	17
28576394420	PHOTOCELL, TWIST-LOCK (Multi-Voltage) 12yr	6390L-BK	EA		$25		" "	" "	" "	**25**	17
	BOLTS & POWDER COATING				Lead Time:	90-100 days (Steel), 7 days (Powder Coating)					
55085000378	1" DIA. X 36" ANCHOR BOLT W/ HARDWARE (Light Poles, Ped Poles)	--	EA	12	$14	$168.00	Union Metal	MA-505	16-Sep-18	**350**	231
55085000379	2" DIAMETER X 66" ANCHOR BOLT W/ HARDWARE (Signal Poles)	--	EA	12	$104	$1,248.00	" "	" "	" "	**350**	231
----------	*** EXTRA CHARGE TO POWDER COAT FINISH ALL STEEL ITEMS		**LUMP**		**(Varies)**	$4,448.00	Valmont	PD-381	30-Apr-18	--	--
	CABINETS & CONTROLLERS				Lead Time:	4-6 weeks (Electronics), 2-3 months (Cabinets)					
55081000444	ECONOLITE COBALT CONTROLLER / TYPE-1 NEMA, B&W, No Touch	COB1010011	EA	1	$1,980	$1,980.00	Econolite	159755	5-Apr-20	**25**	17
	INTELIGHT MAXTIME X3 CONTROLLER / TYPE-1 NEMA	--	EA		$2,185		Intelight	PD-690	26-Jul-24	**8**	5
	SD MEMORY CARD, 2gb (Included w/ COBALT Controllers)	COBSD2GBEHMC	EA	1	$60	$60.00	Econolite	159755	5-Apr-20	**Ships w-Cobalt**	
55081000608	MMU / RENO	MM-1600-GE	EA		$902		AM Signal	PD-597	9-Jan-19	**35**	23
55081000607	MMU / EDI	MMU-2	EA	1	$950	$950.00	PEEK	169751	15-Nov-20	**35**	23
55081000488	ECONOLITE CABINET ASSEMBLY, TS-2 SIZE 6 (Does not include MMU or Controller)		EA	1	$6,700	$6,700.00	Econolite	169750	15-Nov-20	**25**	17
	PEEK CABINET ASSEMBLY, TS-2 SIZE 6 (Does not include MMU or Controller)		EA		$6,995		PEEK	169751	15-Nov-20	**25**	17
	RADAR DETECTION				Vendor Lead Time:	30-45 days					
55082000015	ADVANCE SENSOR / EXTENDED RANGE	wx-ss-200e	EA	2	$4,350	$8,700.00	Summit	PA-684	27-Nov-18	**60**	40
55082000032	MATRIX STOPBAR SENSOR	wx-ss-225	EA	3	$3,885	$11,655.00	" "	" "	" "	**150**	99
55082000080	SENSOR MOUNT	wx-ss-611	EA	5	$185	$925.00	" "	" "	" "	**200**	132
55082000043	100' MATRIX CABLE W/ CONNECTOR	wx-ss-704-100	EA		$363		" "	" "	" "	**200**	132
55082000045	1,000' SPOOL - BULK MATRIX CABLE	wx-ss-705	EA	1	$900	$900.00	" "	" "	" "	**3**	2
	BURIED SERVICE SPLICING KIT (Ura Seal Epoxy Canister)	CK-200-BS	EA		$12.35					**200**	132
55082000054	IN-POLE SPLICE BOX	wx-ss-710	EA	5	$146	$730.00	**DO NOT RESTOCK THIS ITEM**				
55082000067	MATRIX / 2 SENSOR BACKPLATE **(use when deploying 1 or 2 radar units)**	wx-ss-b01-003	EA		$1,225		**DO NOT RESTOCK THIS ITEM**				
55082000164	4 CHANNEL RACK CARD (Click-114)	wx-clk-114	EA		$360		" "	" "	" "	**20**	13
55082000166	CLICK-650 RADAR INTERFACE UNIT **(use when deploying 3 or 4 radar units)**	sdlc-Interface	EA	2	$2,595	$5,190.00	" "	" "	" "	**80**	53
	SIGNAL HEADS / LED'S	Vendor Lead Time:	60 days (Program heads), 30 days (Peds), 7 days (Tape)								
55088380602	LED MODULE - RED BALL / 15yr Warranty	--	EA		$36.75		Dialight	MA-828	19-Aug-19	**500**	330
55088380604	LED MODULE - YELLOW BALL / 15yr Warranty	--	EA		$40		" "	" "	" "	**500**	330
55088380606	LED MODULE - GREEN BALL / 15yr Warranty	--	EA		$37.50		" "	" "	" "	**500**	330
55088380608	LED MODULE - RED ARROW / 15yr Warranty	--	EA		$40.50		" "	" "	" "	**200**	132

Commodity Code	Description	Model #	Unit	Order Qty	CONTRACT Unit Price	Amount	Vendor	Contract	Exp-Date	Desired Stock	Re-Order Threshold
55088380610	LED MODULE - YELLOW ARROW / 15yr Warranty	--	EA		$43.50		" "	" "	" "	**200**	132
55088380612	LED MODULE - GREEN ARROW / 15yr Warranty	--	EA		$41.50		" "	" "	" "	**200**	132
55088000380	PED SIGNAL MODULE WITH COUNTDOWN, 9" LED		EA		$88		" "	" "	" "	**300**	198
55088370306	TALON ASTRO BRACKET ASSEMBLY, 3-SECTION STANDARD	AB-0617-3-96PNC	EA		$141					**300**	198
55088370308	TALON ASTRO BRACKET ASSEMBLY, 4-SECTION STANDARD	AB-0617-4-96PNC	EA		$148					**100**	66
	12" VISOR, ALUMINUM TUNNEL (Yellow)		EA		$24		" "	" "	" "	**30**	20
	12" VISOR, ALUMINUM BALLCAP STYLE (Yellow)		EA		$24		" "	" "	" "	**30**	20
05576300015	2" RETROREFLECTIVE TAPE, YELLOW (150' roll)	4081 FLR Yellow	EA		$80			DO NOT RESTOCK THIS ITEM			
55088370431	LOUVERED BACKPLATE w-2" TAPE / 1-section (McCain)	--	EA		$35		AM Signal	169755	15-Nov-20	**12**	8
	LOUVERED BACKPLATE w-2" TAPE / 3-section (McCain)	--	EA		$53		" "	" "	" "	**40**	26
	LOUVERED BACKPLATE w-2" TAPE / 4-section (McCain)	--	EA		$56		" "	" "	" "	**25**	17
55088000369	POLYMER PED CLAMSHELL, RIGHT-MOUNT, BLACK (Shell only - no LED)		EA		$137		" "	" "	" "	**30**	20
	POLYMER PED CLAMSHELL, LEFT-MOUNT, BLACK (Shell only - no LED)	--	EA		$137		" "	" "	" "	**30**	20
55088370522	POLYMER SIGNAL HEAD / 1-section		EA		$93		" "	" "	" "	**12**	8
	POLYMER SIGNAL HEAD / 3-section	--	EA		$200		" "	" "	" "	**300**	198
	POLYMER SIGNAL HEAD / 4-section	--	EA		$263		" "	" "	" "	**100**	66
	POLYMER SIGNAL HEAD / 5-section (Includes tri-stud arm)	--	EA		$353		" "	" "	" "	**50**	33
	POLYMER SIGNAL HEAD / HAWK	--	EA		$278		" "	" "	" "	**12**	8
	POLYMER SIGNAL HEAD / Dual-Red	--	EA		$355		" "	" "	" "	**12**	8
55088370411	ALUMINUM SIGNAL HEAD / 3-section (Maintenance Use Only !)	--	EA		$200		" "	" "	" "	**8**	5
55088370415	ALUMINUM SIGNAL HEAD / 4-section (Maintenance Use Only !)	--	EA		$260		" "	" "	" "	**3**	2
55088370420	ALUMINUM SIGNAL HEAD / 5-section (Maintenance Use Only / Includes Tri-Stud Arms)	--	EA		$309		" "	" "	" "	**3**	2
55088370316	GOOSENECK SIGNAL HEAD ELBOW CONNECTOR	--	EA		$90					**10**	7
	McCAIN TYPE-1 PROGRAMMABLE HEAD	McCain	EA		$2,281		AM Signal	PD-382	18-Feb-18	**2**	1
	McCAIN TYPE-3 PROGRAMMABLE HEAD	McCain	EA		$2,299		" "	" "	" "	**2**	1
	McCAIN TYPE-4 PROGRAMMABLE HEAD	McCain	EA				" "	" "	" "	**2**	1
	** Additional Equipment & Parts Available For Prgm-Heads - See Contract Documents.						" "	" "	" "	**2**	1
	PEDESTRIAN PUSHBUTTONS				Vendor Lead Time:	30-45 days					
	NAVIGATOR / 2-WIRE AUDIBLE PED BUTTON ASSEMBLY (Power from cabinet)		EA		$346		ATP	129301	19-Mar-17	**32**	21
	NAVIGATOR / 2-WIRE CONTROL UNIT (1 Unit Per Intersection)		EA		$2,310		" "	" "	" "	**8**	5
55080580371	NAVIGATOR / 4-WIRE AUDIBLE BUTTON _ **1 PAIR** (Power from Ped Head)		EA		$1,163		" "	" "	" "	**32**	21
	9x12 PEDESTRIAN FRAME (Frame only - no sign or button)		EA		$61		" "	" "	" "	**200**	132
	PIEZO PEDESTRIAN BUTTON ONLY		EA		$75.25		" "	" "	" "	**300**	198
55080580376	9 X 12 REVERSIBLE PEDESTRIAN SIGN		EA		$12.75		" "	" "	" "	**300**	198
	STANDOFF BRACKET FOR 4" PED POLES (1 pair, for 2 buttons)		EA		$12.75		" "	" "	" "	**200**	132
	SERVICE PEDESTALS / BATTERY BACKUP										
55089000423	(New) DUAL METER SIGNAL PEDESTAL w/ DISCONNECT	--	EA		$2,166		Meyers	159726	14-Feb-20	**6**	4
55089000421	(Old Spec) - SIGNAL & LIGHTING PEDESTAL (For Maintenance Use Only !)	--	EA		$950		DO NOT RESTOCK THIS ITEM				
55089000414	MYERS - LARGE FREEWAY LIGHTING PEDESTAL	--	EA		$5,957		Wesco	149533	31-Jul-18	**2**	1
55089000416	MYERS - STANDARD FREEWAY LIGHTING PEDESTAL	--	EA		$4,547		" "	" "	" "	**5**	3
	BLUE EARTH - 170 UPS STEALTH INVERTER / CHARGE CONTROLLER		EA		$2,540		Blue Earth	169754	15-Nov-20	**10**	7
	500W BATTERY PACK ** Typically Need (2) Per Intersection / (NOT KEPT IN STOCK)		EA		$2,665		---ITEM NOT KEPT IN STOCK---				
	DISCONTINUED ITEMS W/ STOCK ON HAND (Remaining Stock Only - Call Warehouse To Verify Availability)										
55082000065	WAVETRONIX 1 SENSOR BACKPLATE, MATRIX	wx-ss-b01-001	EA		$799						
55080100610	711 ONE CHANNEL, ONE DIRECTION DETECTOR		EA		$427.30						
55080100608	721 ONE CHANNEL, TWO DIRECTION DETECTOR		EA		$485.84						
55080100612	722 TWO CHANNEL, TWO DIRECTION DETECTOR		EA		$677.80						
55080100614	752 TWO CHANNEL PHASE SELECTOR		EA		$1,758.75						
55080100616	754 FOUR CHANNEL PHASE SELECTOR		EA		$2,751						
55080100600	OPTICOM DETECTOR MOUNT	AB-0163-45	EA		$31						
55085000458	30' HIGHWAY LUMINAIRE POLE (SLIP BASE)		EA		$746						
					STATE FURNISHED MATERIALS TOTAL:	**$69,449.00**					

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a delay agreement with HD Magna, LLC.

SYNOPSIS:

This resolution authorizes a delay agreement between the City and HD Magna, LLC to delay the installation of the required landscaping along 5600 West.

BACKGROUND:

On October 26, 2015, VASA Fitness submitted a building permit for a tenant improvement for property owned by HD Magna, LLC. The estimated construction costs for this project totaled approximately $2,300,000. The property has frontage along 5600 West, which is listed as one of West Valley City's High Image arterials. These frontages have specific landscaping requirements set forth in Chapter 7-13 of the West Valley City Municipal Code. These requirements take effect when any substantial modification to an existing site or structure in which the estimated construction cost exceeds $50,000. These standards require a 20' bermed landscaped area be constructed between the sidewalk and parking area with one tree every 30'. The site currently has an 11' wide landscaped area so an additional 9' would be required to be installed.

This property is located in the UDOT notice area for the Mountain View Corridor project. Therefore, they received notice of the proposal. They have identified a conflict because this portion of 5600 W. will be widened as early as 2018. Therefore, their recommendation was to delay the improvements until the corridor project is completed. Staff supports this recommendation and has outlined the following delay agreement.

The final construction documents are not complete at this time but it appears that if the 20' of landscaping were added today from the current right-of-way there would be a 5' strip that would remain after the corridor project is complete. Therefore, staff recommends that upon completion of the widening project there shall be at least 5' of landscaping installed west of the sidewalk.

RECOMMENDATION:

City staff recommends approval to the City Council.

SUBMITTED BY:

Jody Knapp, Zoning Administrator

A UDOT Project

LETTER

5400 South to 4100 South
UDOT Project No.: S-0085(5)0

February 9, 2016

Jody Knapp
WEST VALLEY CITY
3600 South Constitution Blvd.
West Valley City, UT 84119-3720

RE: VASA Fitness – Landscaping Improvements (3420 S 5600 W)
Parcel #
Permit #

Dear Jody:

We are in receipt of your e-mail dated 2/4/16, indicating that a land use application has been submitted for landscaping improvements for VASA Fitness.

There are impacts by the Mountain View Corridor, for the widening of 5600 West at 3420 South. The MVC Team will coordinate with West Valley City and the property owner for their building improvements.

Should you have any questions or further needs, please contact me directly by email at lori.utley@hdrinc.com or by telephone at 801-828-2126.

Sincerely,

MOUNTAIN VIEW CORRIDOR

Lori Utley
Office Assistant

Cc: Carlos Braceras, UDOT
Diane Josie, UDOT
Cristina Cibrian, UDOT

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DELAY AGREEMENT BETWEEN WEST VALLEY CITY AND HD MAGNA, LLC, FOR PROPERTY LOCATED AT 3420 SOUTH 5600 WEST.

WHEREAS, HD Magna, LLC, the owner of property at 3420 South 5600 West (hereinafter the "Owner"), wishes to enter into an agreement to delay the installation of required landscaping at said location; and

WHEREAS, West Valley City (hereinafter the "City") agrees to allow Owner to delay the construction of the landscaping in order to allow time for additional development and provide a more complete and contiguous design of the improvements; and

WHEREAS, an agreement has been prepared for execution by and between the City and Owner, a copy of which is attached hereto and entitled "West Valley City Delay Agreement for Completion of Landscaping" (hereinafter the "Agreement"), 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 to execute and record the Agreement between West Valley City and Owner;

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

1. That the Agreement executed by Owner and entitled "West Valley City Delay Agreement for the Completion of Landscaping" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute the 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. That the City Recorder is directed to record the Agreement in the official records of the Salt Lake County Recorder.

PASSED and **APPROVED** this _____ day of _____, 2016.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

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

Parcel I.D. #: 14-26-476-015

WEST VALLEY CITY
DELAY AGREEMENT FOR COMPLETION OF LANDSCAPING

THIS AGREEMENT, (herein "Agreement"), is entered into this _____ day of _____, 2016.

*** * * PARTIES * * ***

"OWNER:"	HD Magna, LLC
Address:	7108 S. Alton Way, Suite F2
City, State, Zip:	Centennial, CO 80112

"CITY:"	West Valley City, a Municipal Corporation of the State of Utah
Address:	3600 South Constitution Boulevard
City, State, Zip:	West Valley City, Utah 84119

W I T N E S S E T H:

WHEREAS, OWNER has received approval for a development located at 3420 South 5600 West, West Valley City, Utah, more particularly described in Exhibit A to this Agreement; and

WHEREAS, OWNER is required to install additional landscaping and streetscape improvements to meet the requirements of Chapter 7-13 of the West Valley City Municipal Code; and

WHEREAS, development patterns in the vicinity of the development make it impractical

to install the landscaping and streetscape improvements as agreed at this time; and

WHEREAS, CITY and OWNER agree that a delay in installation of the landscaping and streetscape improvements would be mutually beneficial; and

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

1. **TERMS.** CITY agrees to permit OWNER to defer installation of the landscaping and streetscape improvements required by Chapter 7-13 of the West Valley City Municipal Code in accordance with the terms of this Agreement. The landscaping and streetscape improvements shall be installed on the property described in Exhibit A pursuant to the requirements of the West Valley City Municipal Code at the date of execution of this Agreement. OWNER agrees that the landscaping and streetscape improvements are required and agrees to waive any appeal, contest, or challenge to the landscaping and streetscape improvement requirements set forth in the West Valley City Municipal Code, whether generally or as applied to the subject property.

   1.1. **ADDITIONAL TERMS.** OWNER shall install landscaping west of the new sidewalk. The amount of landscaping shall be the greater of a) 30' from the existing curb or b) 5' west of the new sidewalk. All landscaping shall comply with the standards established by the West Valley City Municipal Code, including but not limited to Chapter 7-13, and shall include at least one tree per 30' and 50% live plant material.

2. **TIME FOR INSTALLATION.** The installation of the landscaping and streetscape improvements shall be completed within six months of written request sent by CITY to OWNER. Said request may be sent at any time following the execution of this Agreement.

3. **COSTS.** The costs of installation shall be completely borne by OWNER.

4. **PERFORMANCE.** OWNER shall not be relieved of the obligation to install the landscaping and streetscape improvements until the installation is complete to the satisfaction of the CITY.

5. **INDEMNIFICATION.** Should OWNER fail to complete the installation as required by CITY pursuant to the terms of this Agreement or otherwise fail to perform its obligation pursuant to the terms of this Agreement, OWNER recognizes CITY'S right to install the landscaping and streetscape improvements and recover the costs from OWNER as necessary to install the landscaping and streetscape improvements to the CITY'S satisfaction. OWNER hereby grants the CITY a right of entry to install the landscaping and streetscape improvements upon OWNER'S failure to perform under this Agreement.

6. **APPLICABILITY.** Any and all of the obligations of OWNER as outlined in this Agreement shall run with the land described and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding on the heirs, successors-in-interest, assigns, transferees, and any subsequent purchaser of the parties.

7. **ATTORNEY FEES.** In the event that the CITY commences legal action to enforce or interpret any term of this Agreement, CITY shall be entitled to recover from OWNER, reasonable attorney's fees, court costs, and any other costs incurred in connection with said action.

8. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.

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

OWNER:

By: _____

Title: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2016, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he is the _____ of HD Magna, LLC., a limited liability company, and that said document was signed by him in behalf of said limited liability company by authority of its bylaws or a Resolution of its Board of Directors, and he acknowledged to me that said limited liability company executed the same.

_____
Notary Public

WEST VALLEY CITY:

_____
MAYOR

_____
CITY MANAGER

ATTEST:

_____
CITY RECORDER

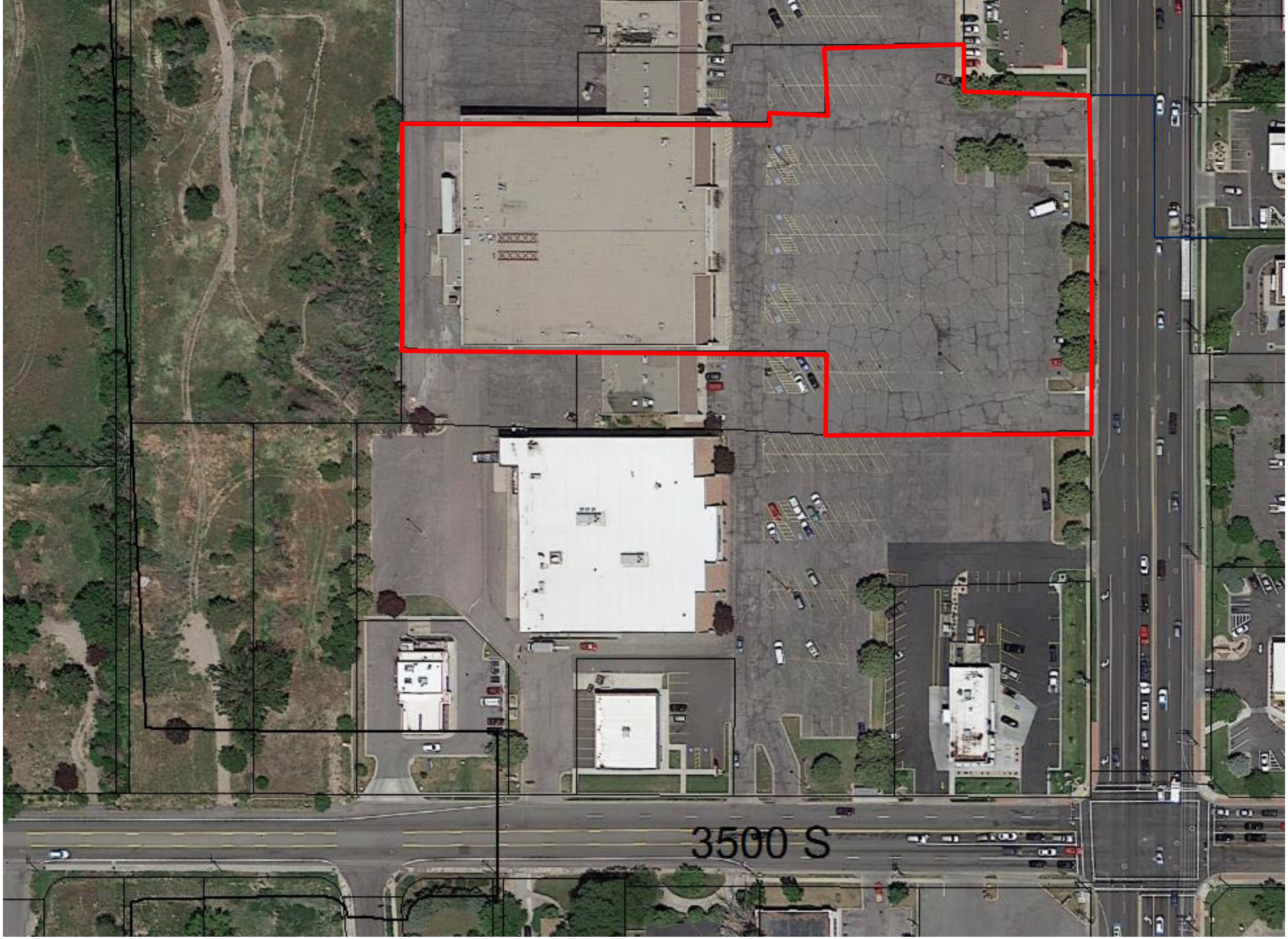
EXHIBIT A

SUBJECT PROPERTY

PARCEL: 14-26-476-015

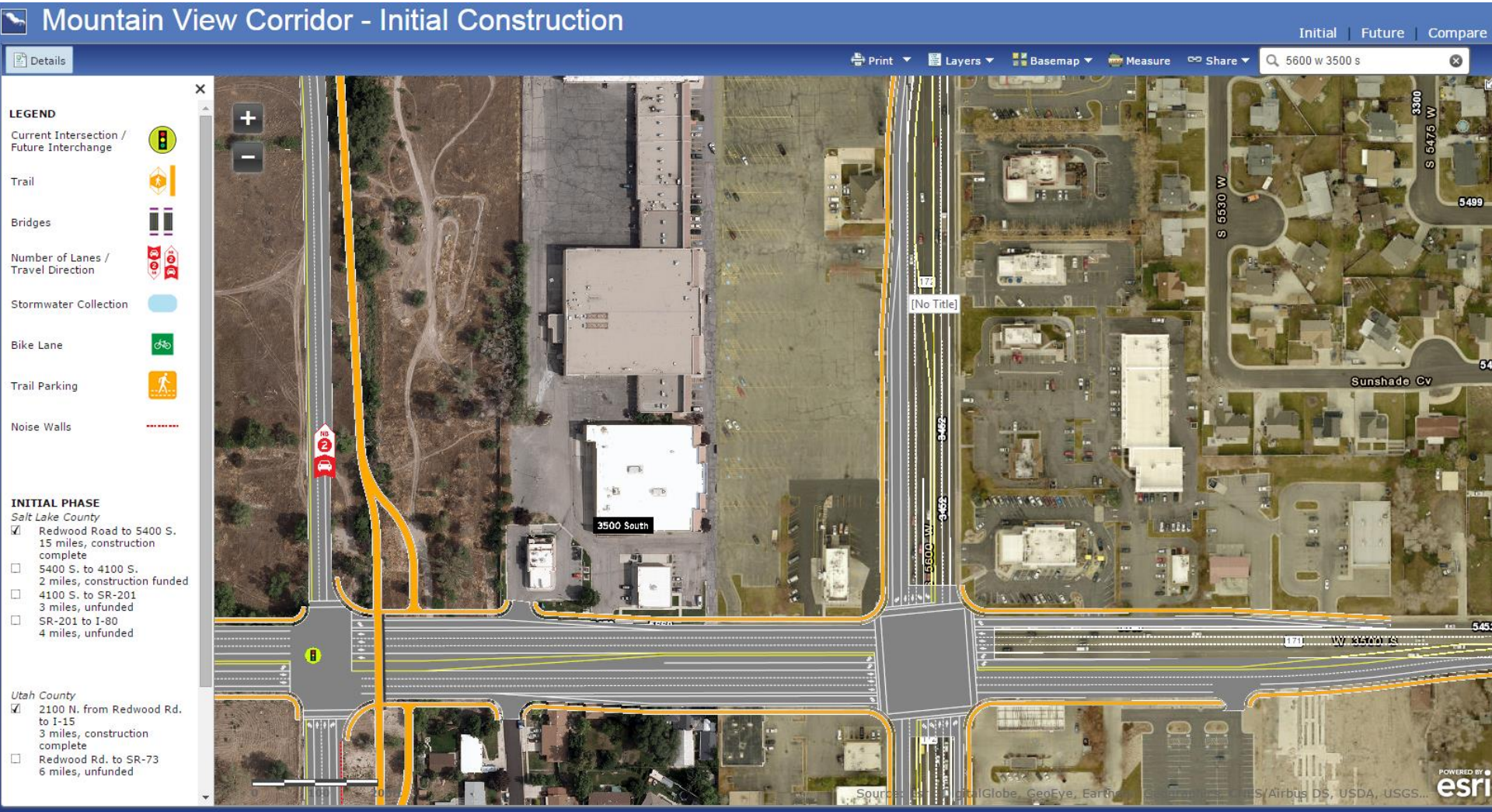
BEG N 0°09'50" W 354.24 FT & S 89°50'10" W 53 FT FR SE COR SEC 26, T 1S, R 2W, S L M; S 89°50'10" W 170 FT; N 0°09'50" W 2.5 FT; S 89°50'10" W 59.5 FT; N 0°09'50" W 72.88 FT; S 89°50'10" W 217.38 FT; S 0°08'47" E 5 FT; S 89°50'10" W 113.12 FT; N 0°09'50" W 5 FT; S 89°50'10" W 40 FT; N 0°09' 50" W 200 FT; N 89°50'10" E 321 FT; N 0°09'50" W 7.12 FT; N 89°50'10" E 49.5 FT; N 0°09'50" W 60 FT; N 89°50'10" E 119 FT; S 0°09'50" E 49.5 FT; N 89°50'10" E 110.5 FT; S 0°09'50"E 293 FT TO BEG. 3.4 AC M OR L 5478-2342 5607-1613 9622-3166

3.40 ACRES



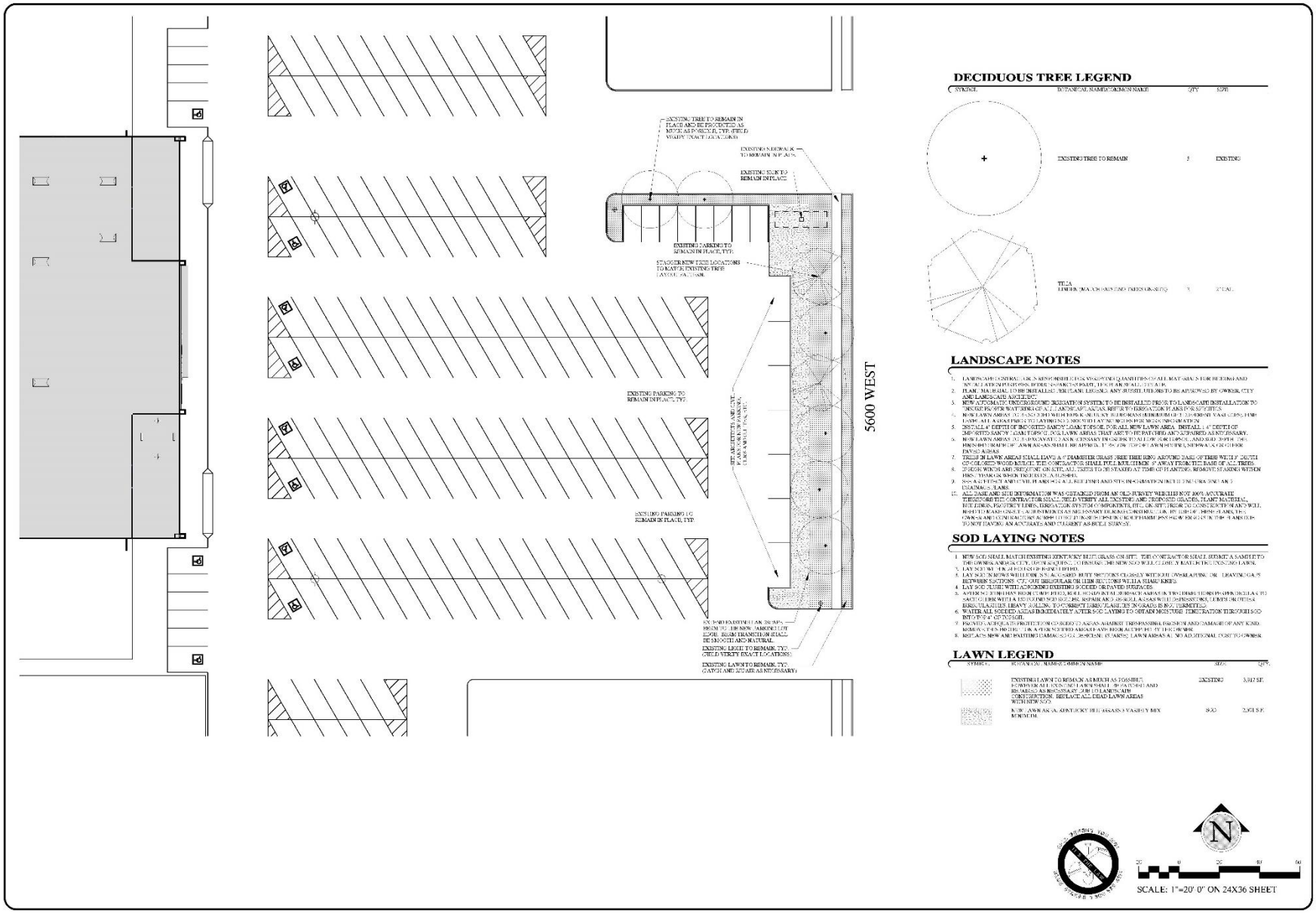
VASA Fitness – 3420 S. 5600 W.

VASA Fitness – 3420 S. 5600 W.

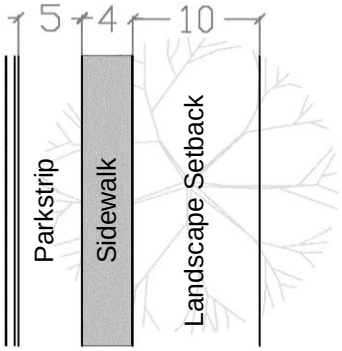


VASA Fitness – 3420 S. 5600 W.

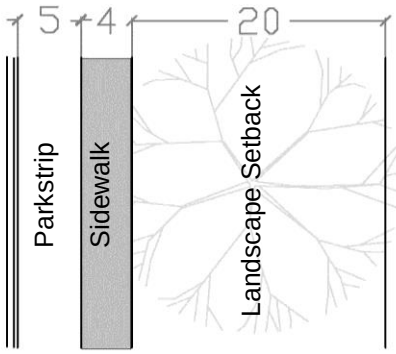
VASA Fitness – 3420 S. 5600 W.



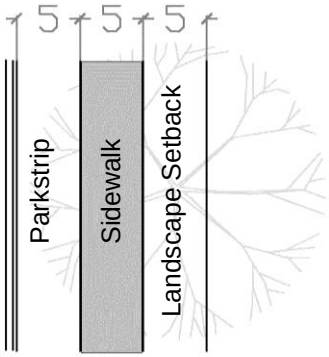
VASA Fitness – 3420 S. 5600 W.



Existing



Required



Future

VASA Fitness – 3420 S. 5600 W.

Item: _____
Fiscal Impact: $0
Funding Source: _____
Account #: _____
Budget Opening Required: No

ISSUE:

Grant of Temporary Construction Easement

SYNOPSIS:

A Grant of Temporary Construction Easement to Ralph L. Wadsworth/Staker Parsons (RLW/SPC) Joint Venture

BACKGROUND:

West Valley City owns property immediately adjacent to the Mountain View Corridor near the USANA Amphitheater parking lots. The property was recently unencumbered from a parking easement to enable use of the land for a more favorable trail alignment parallel to the new highway. UDOT's contractor has requested use of the land for staging material, and potential use of some of the material in the hillside property. This grant of easement will allow the contractor to use the property, and gives direction on how the property is to be left after the work is complete. The new Shared Use Path will now be diverted through the city property in an "S-curve" shape, but will be in a cut with upward slopes on either side. By allowing the contractor to use some of the existing material, the city will benefit with the trail having a more open feel with flatter slopes and a more natural shape on either side of the trail.

RECOMMENDATION:

Execute the Grant of Temporary Construction Easement

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO GRANT A TEMPORARY CONSTRUCTION EASEMENT TO RALPH L. WADSWORTH/STAKER PARSONS (RLW/SPC) JOINT VENTURE ON PARCEL 20-11-302-003.

WHEREAS, West Valley City owns property immediately adjacent to the Mountain View Corridor near USANA Amphitheater parking lots (herein "the Property"); and

WHEREAS, the Utah Department of Transportation ("UDOT") agreed to realign a recreational trail through the Property; and

WHEREAS, the Property was recently unencumbered from a parking easement to enable the construction of the trail by UDOT; and

WHEREAS, UDOT's contractor requires access to the Property to construct the trail; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to grant said Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to grant said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easement for and in behalf of West Valley City upon final approval of the City Manager and 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 Recorder's Office
3600 South Constitution Blvd.
West Valley City, Utah 84119

Parcel # 20-11-302-003

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, WEST VALLEY CITY, GRANTOR, hereby grants and conveys to _____ GRANTEE, a TEMPORARY CONSTRUCTION EASEMENT over and through GRANTOR'S land for construction and replacement of improvements, said easement being described as follows:

> A tract of land located in the Southwest Quarter of Section 11, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and being more particularly described as follows:
>
> Beginning at the most northerly point of EASEMENT 5 (GENERAL PARKING) as described in that certain PARKING EASEMENT AGREEMENT, recorded as Entry No. 11289092 in the office of the Salt Lake County Recorder, said point also being 1920.00 feet N 89°35'27" W and 1,661.94 feet N 00°24'33" East from the South Quarter Corner of Section 11, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence S 15°57'52" E 150.84 feet; thence S 30°21'50" E 160.00 feet; thence S 36°47'51" E 220.00 feet; thence S 1°04'31" E 180.00 feet; thence S 21°34'19" W 160.00 feet; thence S 89°45'09" W 45.00 feet; thence N 41°03'58" W 250.00 feet; S 78°52'12" W 110.05 feet to the westerly boundary of West Ridge Commerce Park Phase 4, according to the official plat as recoded in Book 2008P at page 179 in the office of the Salt Lake County Recorder; thence 254.43 feet along said westerly boundary and along a non-tangent curve to the left having a radius of 3859.80 feet (chord bears N 14°07'03" W 254.38 feet) to the southeasterly right-of-way line and non-access line of the Mountain View Corridor, UDOT Project No. MP-0182(6); thence N 25°45'21" E 415.54 feet along said right-of-way line and non-access line a point on the westerly right-of-way line of Upper Ridge Road, said point being the POINT OF BEGINNING.

The above described tract encompasses 4.200 acres (182,963 sq. ft.), more or less.

1. GRANTEE shall construct all improvements pursuant to the plans, drawings, and specifications approved by the Utah Department of Transportation and GRANTOR.
2. GRANTEE may also remove sub-surface materials for use off-site provided the final grading is left in an acceptable condition to the GRANTOR. If and when GRANTEE is removing sub-surface materials, GRANTEE and GRANTOR will meet on a weekly basis to review the grades and current plan of removal to ensure everyone is in agreement. GRANTEE will discontinue removal of sub-surface materials for use off-site at any time upon verbal or written notice of the GRANTOR. GRANTEE shall leave GRANTOR's property in a clean condition that appears to be natural hillside grades around the new shared use path constructed through GRANTOR's property. The natural hillside grades shall be shaped such that cut or fill slopes on disturbed areas are not steeper than 2:1 and tops and ends of slopes are rounded to mirror natural conditions. Disturbed areas shall be stabilized by GRANTEE against erosion damage. Further, GRANTEE shall remove all equipment, debris, and unused material from GRANTOR's property on or prior to the expiration of this easement as set forth in Section 4.

3. GRANTEE agrees to indemnify, defend, and hold the GRANTOR harmless from and against damages and expenses, including reasonable court costs and attorney's fees, by reason of any claim made or liability imposed against the GRANTOR for damages because of bodily injury, death, and/or property damages, intellectual property or otherwise, resulting from the activities of GRANTEE on this easement.

4. GRANTEE will maintain insurance coverage during the use of this easement in accordance with the requirements of the Utah Department of Transportation.

5. This easement shall automatically terminate on December 31, 2017, unless otherwise extended in writing by the GRANTORS.

WITNESS the hand of said GRANTOR, this _____ day of _____, _____.

GRANTOR: _____

By: _____

Title: _____

State of _____)
:ss
County of _____)

On the _____ day of _____, _____, personally appeared before me _____, who affirmed that he / she is the [title] _____of_____, a_____, and that this Grant of Temporary Construction Easement was signed by him / her in behalf of said _____by authority of its bylaws or of a resolution of its board of directors, and he / she acknowledged to me that said _____ executed the same.

_____
NOTARY PUBLIC

GRANTEE:_____

By: _____

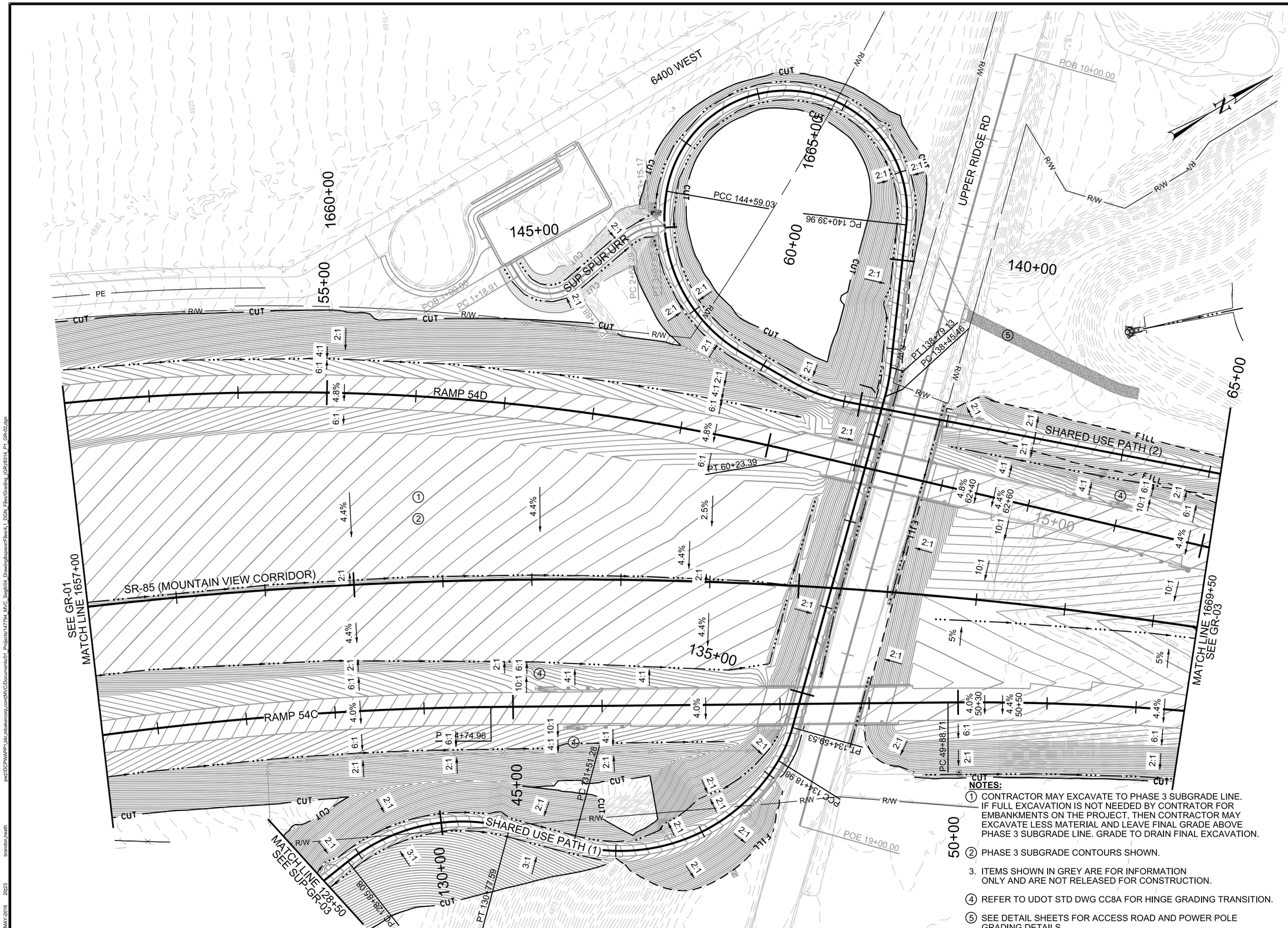
Title: _____

State of _____)
:ss
County of _____)

On the _____ day of _____, _____, personally appeared before me _____, who affirmed that he / she is the [title] _____of_____, a_____, and that this Grant of Temporary Construction Easement was signed by him / her in behalf of said _____by authority of its bylaws or of a resolution of its board of directors, and he / she acknowledged to me that said _____ executed the same.

_____
NOTARY PUBLIC

MVC Easement 5 (General Parking).dgn 3/30/2016 7:22:56 AM



NOTES:

1. CONTRACTOR MAY EXCAVATE TO PHASE 3 SUBGRADE LINE. IF FULL EXCAVATION IS NOT NEEDED BY CONTRATOR FOR EMBANKMENTS ON THE PROJECT, THEN CONTRACTOR MAY EXCAVATE LESS MATERIAL AND LEAVE FINAL GRADE ABOVE PHASE 3 SUBGRADE LINE. GRADE TO DRAIN FINAL EXCAVATION.
2. PHASE 3 SUBGRADE CONTOURS SHOWN.
3. ITEMS SHOWN IN GREY ARE FOR INFORMATION ONLY AND ARE NOT RELEASED FOR CONSTRUCTION.
4. REFER TO UDOT STD DWG CC8A FOR HINGE GRADING TRANSITION.
5. SEE DETAIL SHEETS FOR ACCESS ROAD AND POWER POLE GRADING DETAILS.

100% REVIEW
NOT FOR CONSTRUCTION

UTAH DEPARTMENT OF TRANSPORTATION
MICHAEL BAKER INTERNATIONAL

DRAWN BY	SD	APPROVED	
QC CHECKED BY	JDB	PROFESSIONAL ENGINEER	
5/9/2016 DATE			

PROJECT	MVC; 5400 SOUTH TO 4100 SOUTH		
	SEGMENT 6		
PROJECT NUMBER	S-0085(5)0	PIN	8314
	GRADING		

SHEET NO. GR-02

09-MAY-2016 20:23 brandon.heath pw:\\DCPWAPP1.bkr.mbakercorp.com:MVC\Documents\01_Projects\14779a_MVC_Seg6\04_Drawing&spaces\Files\4.1_DGN_Files\Grading_(GR)\8314_P1_GR-02.dgn

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution granting an easement to Rocky Mountain Power in Centennial Park for electrical service to the West Valley City Skate Park.

SYNOPSIS:

The West Valley City Skate Park will need to have additional power to operate the parking lot lights, security lights, security cameras, and irrigation controller. There is not enough power available at the existing power meters in Centennial Park.

BACKGROUND:

Centennial Park's current infrastructure uses the entire capacity of existing power meters and transformers, so the power for the West Valley City Skate Park will need to come from a new service connection, meter, and transformer. Rocky Mountain Power requires an easement from the power pole to the pad where the meter and transformer will be placed, in order to provide this service.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Kevin Astill, Parks and Recreation Director
Jason Erekson, Assistant Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING WEST VALLEY CITY TO GRANT A RIGHT OF WAY EASEMENT IN FAVOR OF ROCKY MOUNTAIN POWER FOR THE WEST VALLEY SKATE PARK LOCATED AT 3201 SOUTH 5600 WEST IN CENTENNIAL PARK.

WHEREAS, as part of the construction of the West Valley Skate Park in Centennial Park, power must be supplied for on-site lighting and utilities; and

WHEREAS, Rocky Mountain Power has requested an easement on a portion of City property located at 3201 South 5600 West, in order to install underground electrical lines to provide the necessary service; and

WHEREAS, an easement entitled "Underground Easement" (the "Easement") has been prepared for execution by West Valley City and recording by the Salt Lake County Recorder; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to grant said Easement to Rocky Mountain Power;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Easement is hereby approved, and that the Mayor is hereby authorized to execute said Easement for and in behalf of West Valley City.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Return to:
Rocky Mountain Power
Lisa Louder/Chris Carpenter
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: West Valley Skate Park
WO#: 6028592
Assessor Parcel No.: 14-25-300-003

UNDERGROUND EASEMENT

For value received, **West Valley City, a municipal corporation of the State of Utah** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement 20 feet in width and 101 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

> A tract of land for an easement located in the Northwest Quarter of the Northwest Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, State of Utah, and being more particularly described as follows:
>
> Beginning at a point which is 1024.14 feet South 00°09'31" East along the section line and 53.00 feet North 89°50'29" East from the West Quarter Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point also being 7.00 feet South 00°09'31" East from a UDOT Right-of-way Marker (0+752.000) on the east right-of-way line of 5600 West; and running thence North 00°09'31" West 71.00 feet along said east right-of-way line; thence North 89°50'29" East 45.00 feet; thence South 00°09'31" East 20.00 feet; thence South 89°50'29" West 25.00 feet; thence South 00°09'31" East 51.00 feet; thence South 89°50'29" West 20.00 feet to the Point of Beginning. Encompassing 1,920 square feet, more or less.

Together with the right of access to the easement from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the easement clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the easement. Subject to the foregoing limitations, the surface of the easement may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

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

DATED this _____day of _____, 2016.

Grantor:

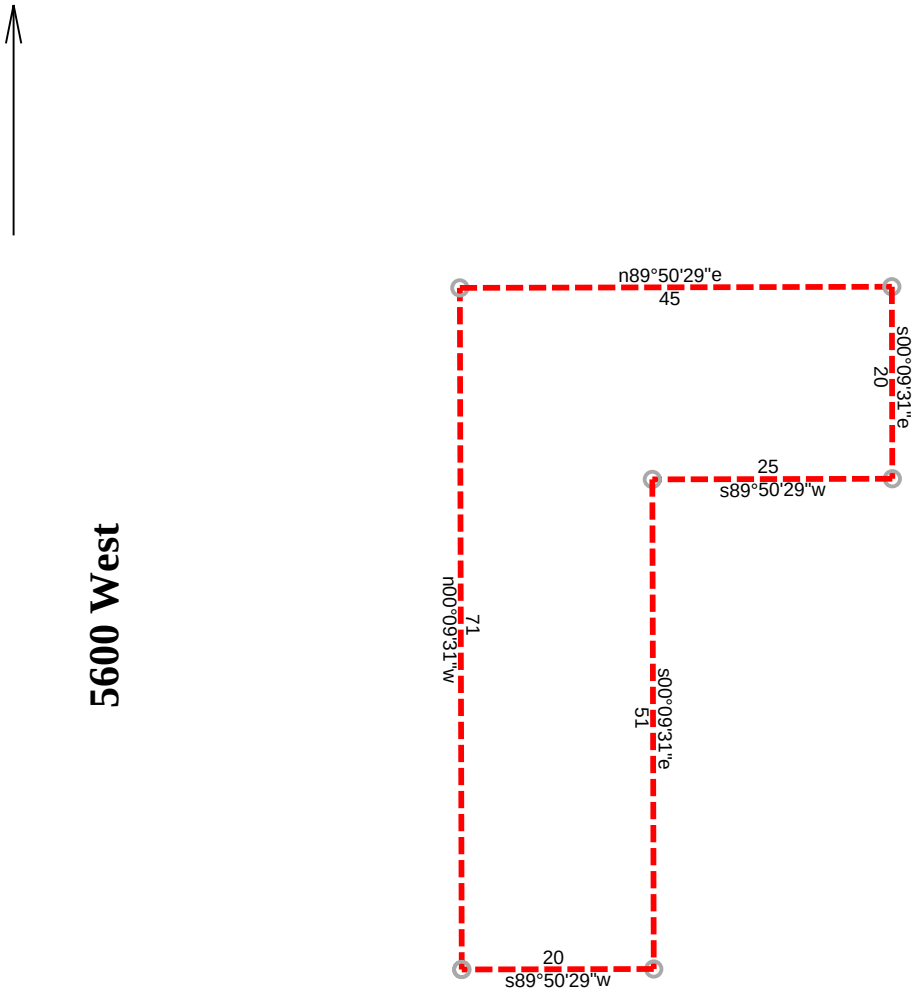
West Valley City, a municipal corporation
of the State of Utah

_____
Ron Bigelow, Mayor

STATE OF UTAH___)
: ss.
County of Salt Lake__)

On this ___ day of _____, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Ron Bigelow, known or identified to me to be the Mayor , the signer of this easement for and in behalf of West Valley City, a municipal corporation of the State of Utah who duly acknowledged to me that said West Valley City executed the same.

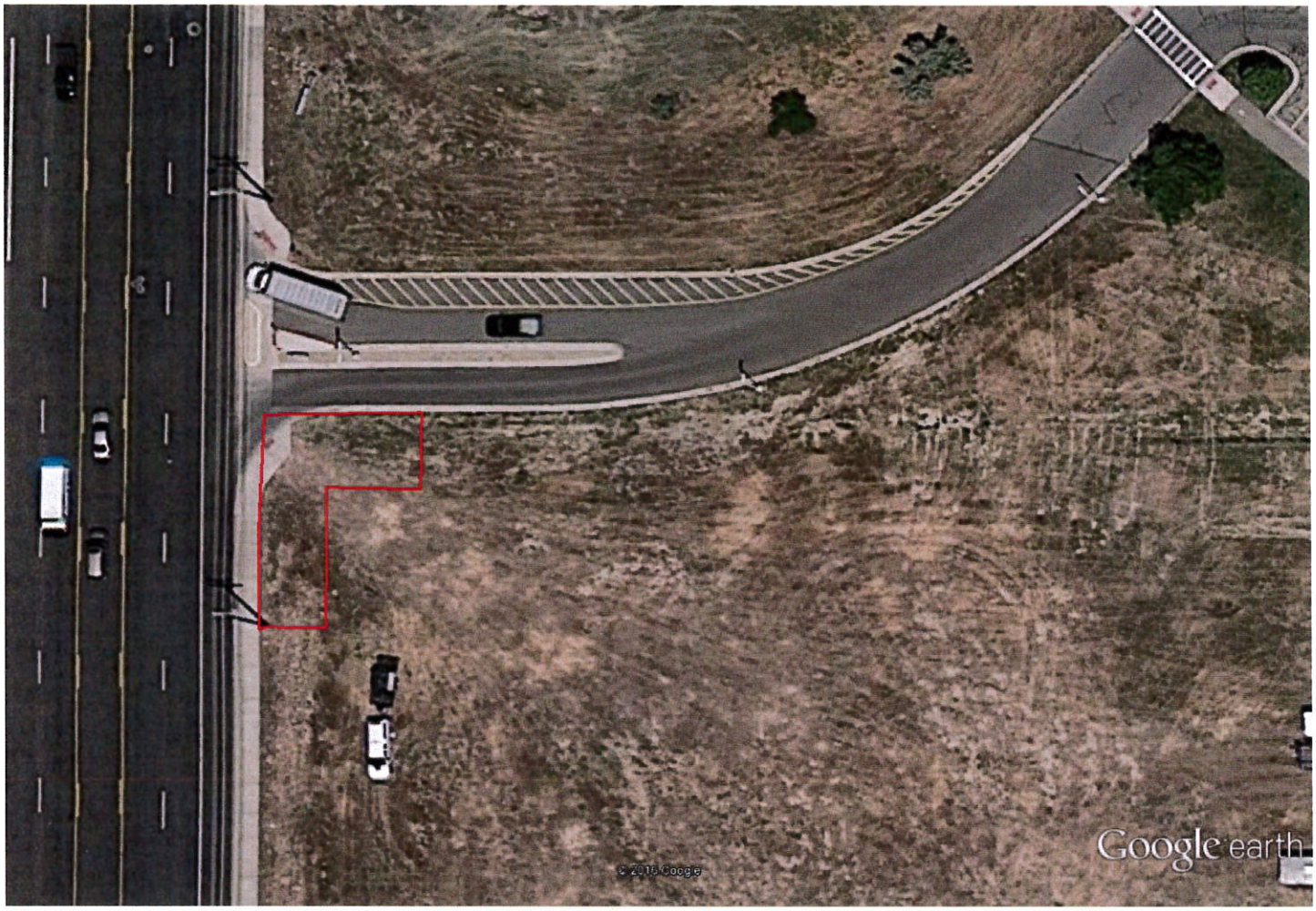
_____
Notary Public



Rocky Mountain Power,Underground Easement,WO#6028592	5/3/2016
Scale: 1 inch= 20 feet	File:

Tract 1: 0.0441 Acres (1920 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=232 ft.

01 n00.0931w 71
02 n89.5029e 45
03 s00.0931e 20
04 s89.5029w 25
05 s00.0931e 51
06 s89.5029w 20



Google earth

feet 200
meters 60

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a delay agreement with Willow Wood, LLC.

SYNOPSIS:

This resolution authorizes a delay agreement between the City and Willow Wood, LLC to delay the installation of the required landscaping along 3500 South.

BACKGROUND:

On February 15, 2016, Dollar Tree submitted a building permit for a tenant improvement for property at 3515 West 3500 South. The estimated construction costs for this project totaled approximately $150,450. The property has frontage along 3500 South, which is listed as one of West Valley City's High Image arterials. These frontages have specific landscaping requirements set forth in Chapter 7-13 of the West Valley City Municipal Code. These requirements take effect when any substantial modification to an existing site or structure in which the estimated construction cost exceeds $50,000. These standards require a 20' bermed landscaped area be constructed between the sidewalk and parking area with one tree every 30'.

This particular parcel is part of a larger overall commercial complex and has very limited frontage along 3500 South (approximately 24') so it would be difficult to install just this small portion of the landscaping. Therefore, they wish to delay installation of any landscaping improvements until one of the adjacent properties also triggers the requirement and a larger portion of the frontage could be completed.

RECOMMENDATION:

City staff recommends approval to the City Council.

SUBMITTED BY:

Jody Knapp, Zoning Administrator

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DELAY AGREEMENT BETWEEN WEST VALLEY CITY AND WILLOW WOOD L.L.C., FOR PROPERTY LOCATED AT 3515 WEST 3500 SOUTH.

WHEREAS, Willow Wood L.L.C., the owner of property at 3515 West 3500 South (hereinafter the "Owner"), wishes to enter into an agreement to delay the installation of required landscaping at said location; and

WHEREAS, West Valley City (hereinafter the "City") agrees to allow Owner to delay the construction of the landscaping in order to allow time for additional development and provide a more complete and contiguous design of the improvements; and

WHEREAS, an agreement has been prepared for execution by and between the City and Owner, a copy of which is attached hereto and entitled "West Valley City Delay Agreement for Completion of Landscaping" (hereinafter the "Agreement"), 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 to execute and record the Agreement between West Valley City and Owner;

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

1. That the Agreement executed by Owner and entitled "West Valley City Delay Agreement for the Completion of Landscaping" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute the 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. That the City Recorder is directed to record the Agreement in the official records of the Salt Lake County Recorder.

PASSED and **APPROVED** this _____ day of _____, 2016.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

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

Parcel I.D. #: 15-32-201-099

WEST VALLEY CITY
DELAY AGREEMENT FOR COMPLETION OF LANDSCAPING

THIS AGREEMENT, (herein "Agreement"), is entered into this _____ day of _____, 2016.

*** * * PARTIES * * ***

"OWNER:"	Willow Wood L.L.C.
Address:	2733 E. Parley's Way, Suite 300
City, State, Zip:	Salt Lake City, UT 84109

"CITY:"	West Valley City, a Municipal Corporation of the State of Utah
Address:	3600 South Constitution Boulevard
City, State, Zip:	West Valley City, Utah 84119

W I T N E S S E T H:

WHEREAS, OWNER has received approval for a development located at 3515 West 3500 South, West Valley City, Utah, more particularly described in Exhibit A to this Agreement; and

WHEREAS, OWNER is required to install additional landscaping and streetscape improvements to meet the requirements of Chapter 7-13 of the West Valley City Municipal Code; and

WHEREAS, development patterns in the vicinity of the development make it impractical to install the landscaping and streetscape improvements as agreed at this time; and

WHEREAS, CITY and OWNER agree that a delay in installation of the landscaping and streetscape improvements would be mutually beneficial; and

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

1. **TERMS.** CITY agrees to permit OWNER to defer installation of the landscaping and streetscape improvements required by Chapter 7-13 of the West Valley City Municipal Code in accordance with the terms of this Agreement. The landscaping and streetscape improvements shall be installed on the property described in Exhibit A pursuant to the requirements of the West Valley City Municipal Code at the date of execution of this Agreement. OWNER agrees that the landscaping and streetscape improvements are required and agrees to waive any appeal, contest, or challenge to the landscaping and streetscape improvement requirements set forth in the West Valley City Municipal Code, whether generally or as applied to the subject property.

2. **TIME FOR INSTALLATION.** The installation of the landscaping and streetscape improvements shall be completed within six months of written request sent by CITY to OWNER. Said request may be sent at any time following the execution of this Agreement.

3. **COSTS.** The costs of installation shall be completely borne by OWNER.

4. **PERFORMANCE.** OWNER shall not be relieved of the obligation to install the landscaping and streetscape improvements until the installation is complete to the satisfaction of the CITY.

5. **INDEMNIFICATION.** Should OWNER fail to complete the installation as required by CITY pursuant to the terms of this Agreement or otherwise fail to perform its obligation pursuant to the terms of this Agreement, OWNER recognizes CITY'S right to install the landscaping and streetscape improvements and recover the costs from OWNER as necessary to install the landscaping and streetscape improvements to the CITY'S satisfaction. OWNER hereby grants the CITY a right of entry to install the landscaping and streetscape improvements upon OWNER'S failure to perform under this Agreement.

6. **APPLICABILITY.** Any and all of the obligations of OWNER as outlined in this Agreement shall run with the land described and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding on the heirs, successors-in-interest, assigns, transferees, and any subsequent purchaser of the parties.

7. **ATTORNEY FEES.** In the event that the CITY commences legal action to enforce or interpret any term of this Agreement, CITY shall be entitled to recover from OWNER, reasonable attorney's fees, court costs, and any other costs incurred in connection with said action.

8. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby,

but shall remain in full force and effect.

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

OWNER:

By: _____

Title: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2016, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he is the _____ of Willow Wood L.L.C., a limited liability company, and that said document was signed by him in behalf of said limited liability company by authority of its bylaws or a Resolution of its Board of Directors, and he acknowledged to me that said limited liability company executed the same.

_____
Notary Public

WEST VALLEY CITY:

_____
MAYOR

_____
CITY MANAGER

ATTEST:

_____
CITY RECORDER

EXHIBIT A

SUBJECT PROPERTY

PARCEL:

LOT 5A, WILLOW WOOD SHOPPING CENTER LOTS 5, 6 & 8 AMENDED. 10276-9346

Parcel Number: 15-32-201-099

1.74 ACRES

Dollar Tree – 3515 W. 3500 S.

Dollar Tree – 3515 W. 3500 S.

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	

ISSUE:

Approval and acceptance of Quit Claim Deed from PacifiCorp. Approval and Execution of Easement in favor of PacifiCorp.

SYNOPSIS:

As part of the Mountain View Corridor project the Utah Department of Transportation and PacifiCorp are requesting an easements in favor of PacifiCorp (Rocky Mountain Power) over a portion of the future Wolverine Way.

BACKGROUND:

As part of the next phase of the Mountain View Corridor Project, UDOT will construct a new road crossing under the Mountain View Corridor at approximately 4200 South to provide access to Hunter High School. The portion of this future road lying on the east side of Mountain View Corridor is located on properties owned by Utah Power & Light (PacifiCorp). UDOT will acquire property for the road from PacifiCorp on behalf of West Valley City. In exchange for the conveyance of property from PacifiCorp to West Valley City, PacifiCorp needs an easement from West Valley City for its existing transmission lines.

RECOMMENDATION:

Approve and accept Quit Claim Deed from PacifiCorp. Approve and authorize the Mayor to execute Easement in favor of PacifiCorp.

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 ACCEPT A QUIT CLAIM DEED FROM PACIFICORP (ROCKY MOUNTAIN POWER) AND APPROVAL OF AN EASEMENT IN FAVOR OF PACIFICORP.

WHEREAS, as part of the Mountain View Corridor project the Utah Department of Transportation ("UDOT") will construct a new road crossing under the Mountain View Corridor at approximately 4200 South to provide access to Hunter High School; and

WHEREAS, the portion of this future road on the east side of Mountain View Corridor is located on properties owned by Utah Power & Light (PacifiCorp); and

WHEREAS, UDOT will acquire property for the road from PacifiCorp on behalf of West Valley City; and

WHEREAS, in exchange for the conveyance of property from PacifiCorp to West Valley City, PacifiCorp needs an easement from West Valley City for its existing transmission lines; and

WHEREAS, PacifiCorp has executed a Quit Claim Deed conveying said property to the City; 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 said Quit Claim Deed from PacifiCorp, and to grant said Easement to PacifiCorp;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City that the Mayor is hereby authorized to accept said Quit Claim Deed and Easement, and the City Recorder is authorized to record said Quit Claim Deed and Easement for and on behalf of West Valley City upon final approval of the City Manager and 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 Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

WITH A COPY TO:
Rocky Mountain Power
Real Estate Services
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

UDOT PIN No. 8314
UDOT Project No. S-0085(5)0
UDOT Parcel No. 0085:296D:C
Affecting Tax ID No. 20-02-200-010
& 20-02-200-047

QUITCLAIM DEED

PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, GRANTOR, successor in interest to Utah Power & Light Company, hereby QUITCLAIMS, without warranty of any kind, to West Valley City, GRANTEE, for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for a highway known as Project No. S-0085(5)0, being part of an entire tract of property situate in NW1/4NE1/4 of Section 2, 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 easterly boundary line of said entire tract, which point is 1,114.90 feet S.89°57'13"W. along the section line and 456.27 feet S.00°07'41"E. and 302.26 feet West and 280.20 feet S.00°01'00"E. from the Northeast corner of said Section 2, said point is also 46.52 feet perpendicularly distant northerly from the Wolverine Way Control Line opposite approximate engineer station 18+07.07; and running thence S.00°01'00"E. 102.18 feet along said easterly boundary line of said entire tract to a point in a 57.00-foot radius non-tangent curve to the right; thence northwesterly 33.05 feet along the arc of said curve (Note: Chord to said curve bears N.61°12'49"W. for a distance of 32.59 feet) to the beginning of a 36.00-foot radius reverse curve to the left; thence northwesterly 28.69 feet along the arc of said curve (Note: Chord to said curve bears N.67°26'05"W. for a distance of 27.94 feet); thence S.89°44'09"W. 18.07 feet; thence N.01°46'59"E. 52.03 feet to a point 23.00 feet perpendicularly distant northerly from said control line opposite engineer station 17+36.19; thence N.89°44'09"E. 37.43 feet to the beginning of a 44.00-foot radius non-tangent curve to the left; thence northeasterly 11.53 feet along the arc of said curve (Note: Chord to said curve bears N.47°07'55"E. for a distance of 11.50 feet) to the beginning of a 48.00-foot radius reverse curve

Continued on Page 2

UDOT PIN No. 8314
UDOT Project No. S-0085(5)0
UDOT Parcel No. 0085:296D:C

to the right; thence northeasterly 30.02 feet along the arc of said curve (Note: Chord to said curve bears N.57°32'26"E. for a distance of 29.53 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 4,863 square feet in area or 0.112 acre, more or less.

(Note: Rotate all bearings in the above description 00°15'51" clockwise to match the above said Right of Way Control Line.)

IN WITNESS WHEREOF, said Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this ____ day of _____, A.D., 20__

PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, Successor in Interest t Utah Power & Light Company

_____
By: A. Richard Walje
Its: President

STATE OF UTAH)
)ss.
County of Salt Lake)

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of Rocky Mountain Power d/b/a PacifiCorp, Successor in Interest of Utah Power & Light Company, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

My Commission Expires:

Prepared by: (JDF) Meridian Engineering, Inc. 11P 4/30/2015
Revised by: (TJB) Meridian Engineering, Inc. 9/08/2015

When recorded return to:
Rocky Mountain Power
Lisa Louder/blm
1407 West North Temple Ste. 110
Salt Lake City, UT 84114

EASMENT
Salt Lake County

UDOT Parcel No: 0085:296D:C
UDOT Project No.:S-0085(5)0
Affecting Tax ID No. 20-02-200-010
& 20-02-200-047

West Valley City, a municipal corporation of the State of Utah, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS TO PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee") a perpetual easement ("Easement") upon the following described tract of land in Salt Lake County, State of Utah, for the purpose to construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, conductors, wires, cables and other lines, and all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the Easement Area as more particularly described and shown on Exhibit "A", attached hereto and by this reference made a part hereof.

Access. Grantee shall have a right of access to the described Easement Area. Grantor may not fence the Easement Area to preclude access in a manner that will prevent longitudinal travel by person, vehicles, or equipment, except as otherwise agreed to in writing by Grantee. The foregoing right of access is intended to run with and encumber Grantor's Land unless expressly released in writing by Grantee.

Grantor's Use of the Easement Area. Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted, provided that, Grantor expressly agrees that within the Easement Area, Grantor will not: a) construct any building or structure of any kind or nature; b) excavate closer than fifty feet (50') from any pole or structure; c) excavate anywhere in the Easement Area in a manner that undermines or removes lateral support from any pole or structure, or that prevents or impairs Grantee's access to any pole or structure; d) place or use anything, including equipment or vehicles that exceeds twelve feet (12') in height; e) increase the existing ground elevation; f) light any fires or store flammable or hazardous materials; or g) otherwise use the Easement Area in any manner that violates the National Electrical Safety Code, OSHA, High Voltage Overhead Line Safety Act, and all other applicable federal, state and local laws, rules, regulations and ordinances.

Grantor reserves the right to use the easement for cut and/or fill slope features for the maintenance of adjoining highway so long as said cut and/or fill slope features do not interfere with the restrictions on Grantor's Use as defined and described above.

Vegetation Management. Grantor may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve feet (12'). Grantee shall have the right to prune or remove all vegetation within the Easement Area that violates the foregoing or, in its reasonable opinion, interferes with or is causing or may cause a threat of harm to Grantee's facilities or improvements.

Miscellaneous Provisions.

Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein

Amendments. This Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successors, and assigns.

No Waiver. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right.

Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

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

DATED this _____day of _____, 2016.

Grantor:
West Valley City, a municipal corporation
of the State of Utah

_____
Ron Bigelow, Mayor

STATE OF UTAH)
: ss.
County of Salt Lake)

On this ___ day of _____, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Ron Bigelow, known or identified to me to be the Mayor , the signer of this Easement Agreement for West Valley City, a municipal corporation of the State of Utah who duly acknowledged to me that said West Valley City executed the same.

_____
Notary Public

DATED this _____day of _____, 2016.

Grantee:
PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power

By: _____

Its: _____

STATE OF UTAH)
: ss.
County of Salt Lake)

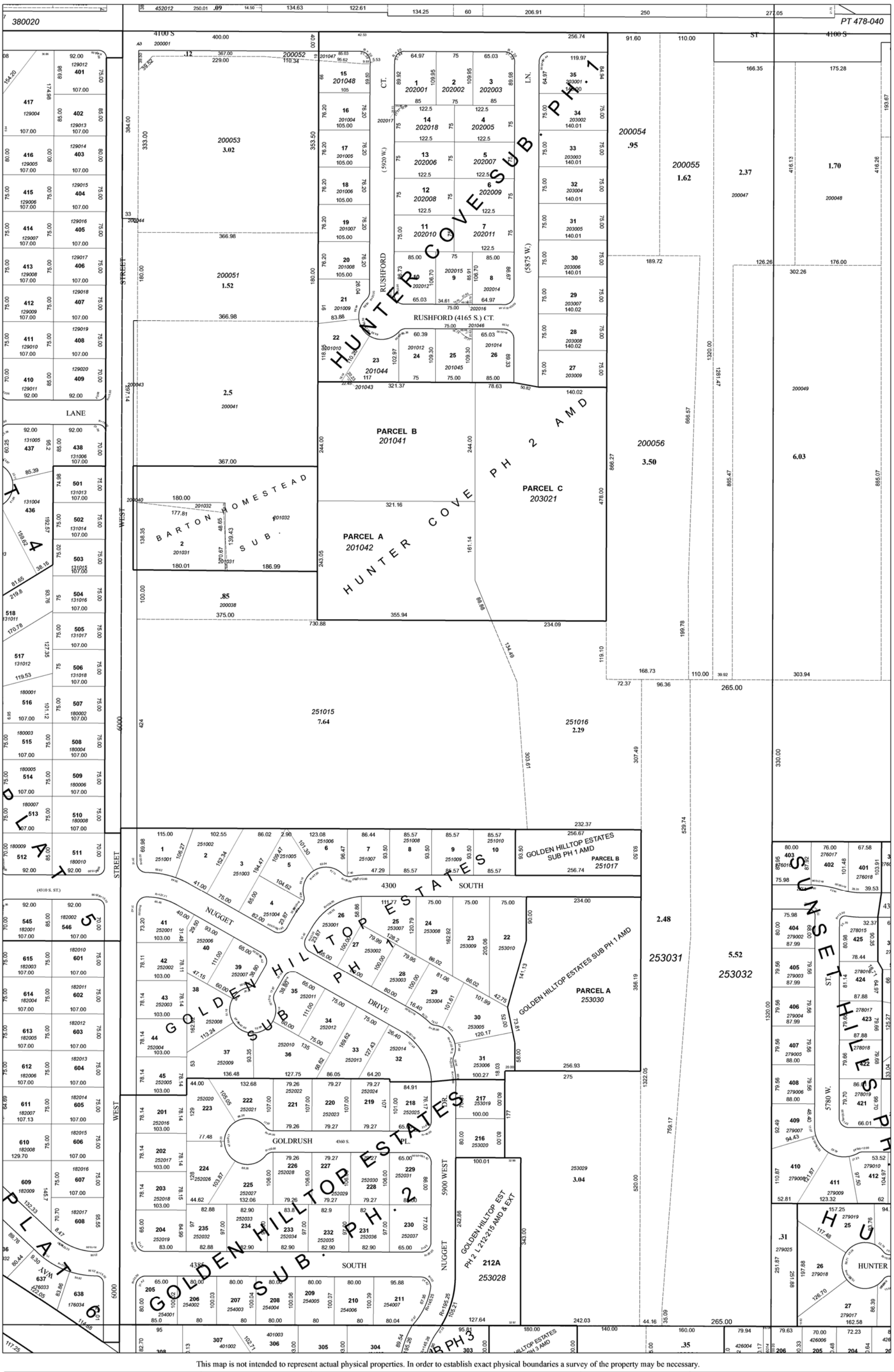
On this ___ day of _____, 2016, before me, the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of the corporation that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

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

_____
Notary Public

Exhibit A
(Legal Description of Easement Area)

Beginning at a point in the easterly boundary line of said entire tract, which point is 1, 114.90 feet S.89°57'13"W. along the section line and 456.27 feet S.00°07'41 "E. and 302.26 feet West and 280.20 feet S.00°01 '00"E. from the Northeast corner of said Section 2, said point is also 46.52 feet perpendicularly distant northerly from the Wolverine Way Control Line opposite approximate engineer station 18+07.07; and running thence S.00°01 '00"E. 102.18 feet along said easterly boundary line of said entire tract to a point in a 57.00-foot radius non-tangent curve to the right; thence northwesterly 33.05 feet along the arc of said curve (Note: Chord to said curve bears N.61°12'49"W. for a distance of 32.59 feet) to the beginning of a 36.00-foot radius reverse curve to the left; thence northwesterly 28.69 feet along the arc of said curve (Note: Chord to said curve bears N.67°26'05"W. for a distance of 27.94 feet); thence S.89°44'09"W. 18.07 feet; thence N.01°46'59"E. 52.03 feet to a point 23.00 feet perpendicularly distant northerly from said control line opposite engineer station 17+36.19; thence N.89°44'09"E. 37.43 feet to the beginning of a 44.00-foot radius non-tangent curve to the left; thence northeasterly 11.53 feet along the arc of said curve (Note: Chord to said curve bears N.47°07'55"E. for a distance of 11.50 feet) to the beginning of a 48.00-foot radius reverse curve to the right; thence northeasterly 30.02 feet along the arc of said curve (Note: Chord to said curve bears N.57°32'26"E. for a distance of 29.53 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 4,863 square feet in area or 0.112 acre, more or less. (Note: Rotate all bearings in the above description 00°15'51" clockwise to match the above said Right of Way Control Line.)



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

Prepared and published by
Salt Lake County Recorder
Gary Ott
2001 S. State Street #N1600
Salt Lake City, Utah 84190
801-468-3391
http://slcorecorder.siredocs.com/

N W E S

W 1/2 NE 1/4 Sec 02 T2S R2W

SALT LAKE COUNTY, UTAH

11/19/2015

Scale 1"=100'

0 100' 200'

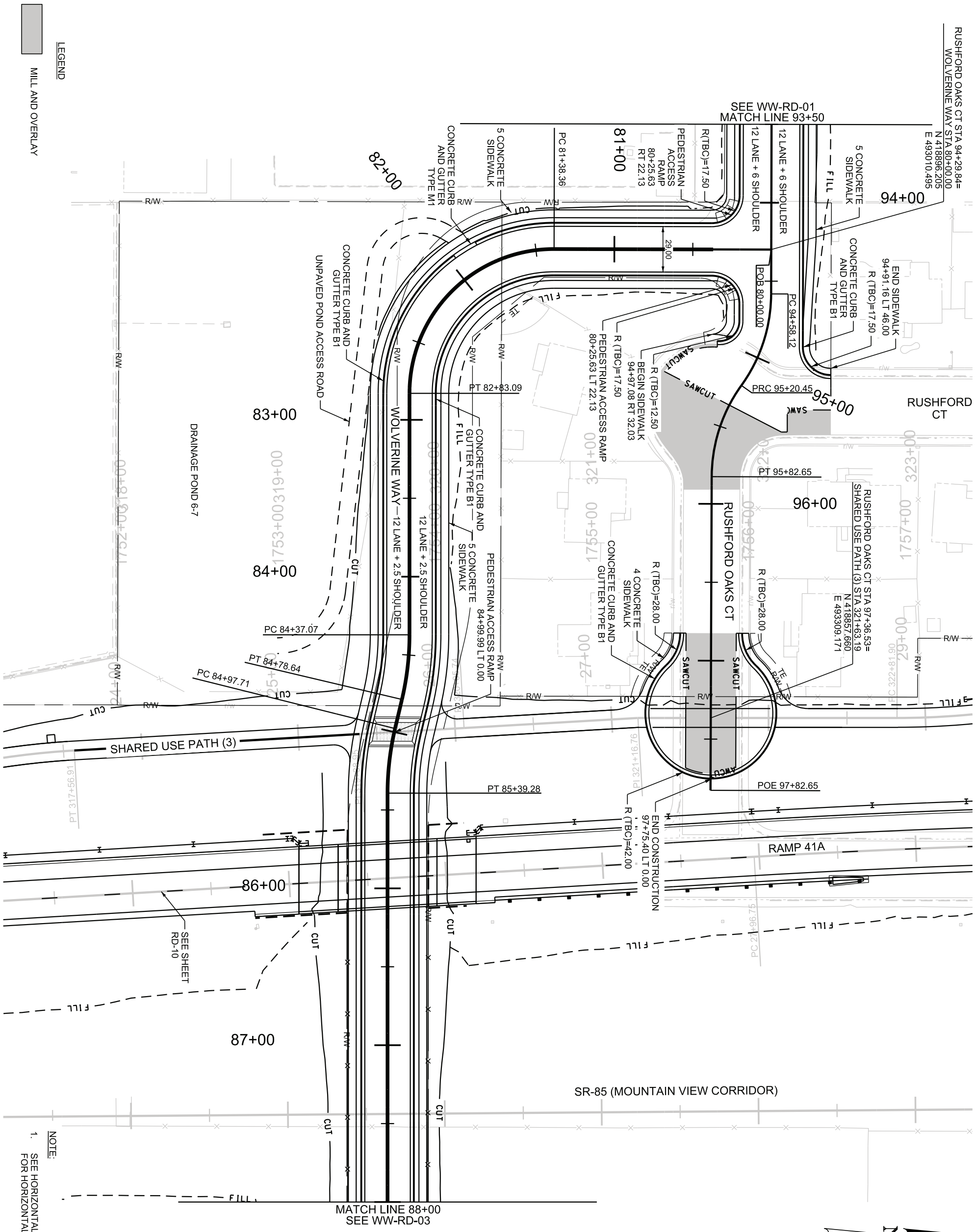
Feet

20-02-21

Area

Section

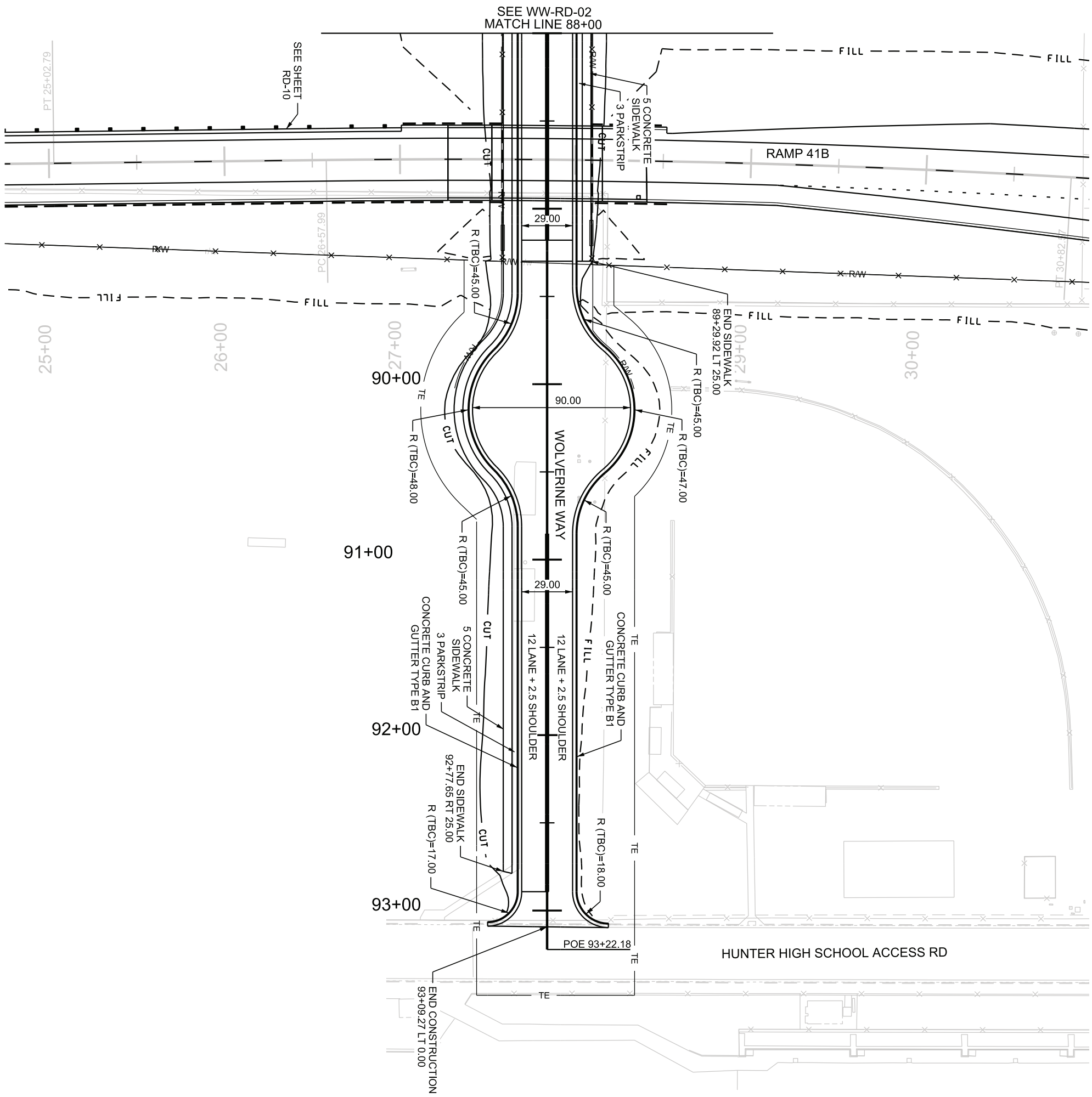
Page



NOTE:
1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA

PROJECT	MVC; 5400 SOUTH TO 4100 SOUTH	UTAH DEPARTMENT OF TRANSPORTATION	30% REVIEW
	SEGMENT 6	REGION DESIGN	NOT FOR CONSTRUCTION
PROJECT NUMBER	S-0085(5)0 PIN 8314	APPROVED	DRAWN BY SD
	ROADWAY	PROFESSIONAL ENGINEER 2/1/2016 DATE	QC CHECKED BY JDB

SHEET NO. WW-RD-02



NOTE:

1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA

SHEET NO. WW-RD-03	PROJECT	MVC; 5400 SOUTH TO 4100 SOUTH	UTAH DEPARTMENT OF TRANSPORTATION	30% REVIEW	
		SEGMENT 6	REGION DESIGN		
	PROJECT NUMBER	S-0085(5)0 PIN 8314	APPROVED	DRAWN BY SD	NOT FOR CONSTRUCTION
	ROADWAY		PROFESSIONAL ENGINEER 2/1/2016 DATE	QC CHECKED BY JDB	

Item #:	
Fiscal Impact:	$0.00
Funding Source:	
Account #:	
Budget Opening Required:	No

ISSUE:

An advisory review of City Council decision Z-1-2016.

SYNOPSIS:

An advisory decision to determine whether or not zone change Z-1-2016 constitutes a constitutional taking under West Valley City Municipal Code §2-5-104.

BACKGROUND:

The City Council changed zoning on Parcel No. 1424376006 from M (Manufacturing) to A-2 (Agricultural) on April 19, 2016. Granite School District was notified by direct letter via United States mail, notice posted on Utah's public notice website, as well as the City's website, and the agenda for both Planning Commission and City Council were emailed to Granite School District addresses bhorsley@graniteschools.org and kieth.bradshaw@granite.k12.ut.us.

ANALYSIS:

The action taken by the City Council on April 19, 2016, was in no way a constitutional taking or exaction. When reviewing this decision, West Valley City ordinance 2-5-105 requires the Council to consider the following:

(1) Whether there is a physical taking or exaction;
(2) Whether the physical taking or exaction of the private real property bears an essential nexus to a legitimate governmental interest;
(3) Whether a legitimate governmental interest exists for the action taken by the City; and
(4) If the property and exaction taken is roughly proportionate or reasonably related, on an individual property basis, both in nature and extent, to the impact caused by the activities that are the subject of the decision being reviewed.

Granite School District fails to articulate any physical taking or exaction of their real property through the zone change, thus not reaching the threshold issue of whether there even was a physical taking or exaction. A zone change of this type does not constitute a "physical taking or exaction of …private real property" under well-established case law. As the threshold question indicates there is no physical taking or exaction, the three considerations should be answered as follows:

1. Whether the physical taking or exaction of private real property bears an essential nexus to a legitimate governmental interest – there was no physical taking or exaction.
2. Whether a legitimate governmental interest exists for the action taken by the City – there was no physical taking or exaction.
3. Was the property an exaction taken roughly proportionate or reasonably related, on an individual property basis, both in nature and extent, to the impact caused by the activities that are the subject of the decision being reviewed – there was no physical taking or exaction.

RECOMMENDATION:

City staff recommends the City Council direct staff to prepare an opinion reflecting the decision that the action of the City Council did not constitute a constitutional taking or exaction.

FabianVanCott

Matthew L. Anderson
Direct Dial: (801) 323-2225
Fax: (801) 532-3370
manderson@fabianvancott.com

May 17, 2016

VIA EMAIL AND HAND DELIVERY

Nichole Camac (nichole.camac@wvc-ut.gov)
City Recorder
West Valley City
City Hall
3600 South Constitution Blvd.
West Valley City, UT 84119

Re: Granite WVC Rezone; Request for Review of Decision (WVC Code § 2-5-104)

Dear Ms. Camac:

Please consider this formal notice that Granite School District requests that West Valley City review and reconsider the City's unilateral rezoning of the District's property located at 5200 West Lake Park Boulevard, West Valley City (the "Property") from M to A-2, which occurred on April 19, 2016. The City's rezoning should be reviewed and reconsidered because the City violated statutory notice requirements in approving the rezoning, and the rezoning itself is a taking, a violation of due process, and an inappropriate and illegal use of control of one governmental entity over another.

To exhaust all administrative remedies and pursuant to WVC Code § 2-5-104(4), the following is submitted as part of this request for review:

a. The name of the applicant requesting review: *GRANITE SCHOOL DISTRICT*

b. The name and business address of the current owner of the property; the form of ownership, whether sole proprietorship, for-profit, or not-for-profit corporation, partnership, joint venture, or other; and if owned by a corporation, partnership, or joint venture, the name and address of all principal shareholders or partners;

GRANITE SCHOOL DISTRICT
2500 SOUTH STATE STREET
SALT LAKE CITY, UTAH 84115-3110

GOVERNMENTAL ENTITY

c. A detailed description of the grounds for the claim that there has been a constitutional taking;

The rezoning has resulted in a constitutional taking, as discussed below.

The District purchased the Property from the prior owner (the Suburban Land Reserve, "SLR") in January, 2011. At the time, the Property was zoned M (Manufacturing). The land surrounding the Property to the north, west and south is also zoned M. Also to the south, some parcels are zoned RM and C-2 and to the east there is some land zoned as agricultural. Knight Transportation is adjacent to the Property. In surrounding areas, there are similar uses, business parks, and some residential zones. While the District originally intended to build a secondary school on the Property, it became apparent that the local population would not support a secondary school and that the District would need to sell the Property.

When the City became aware that the Property would no longer be used as a school, the City unilaterally rezoned the Property (and only the Property, the "Rezoning") to A-2. The Rezoning occurred without notice to the District, in violation of statutory notice requirements. (See Utah Code Ann. § 10-9a-205.) While the City maintains that notice was sent, there is no proof that the notice was ever sent and, certainly, no one from the District ever received any notice.

In addition to the lack of formal notice, the District is surprised that no one from the City informally communicated its intentions to rezone the District's Property. Based on its relationship with the City, the District would have expected the City to discuss the District's Property prior to the City's unilateral Rezoning. Absent such courtesy, the District should have at least been contacted when it was clear that the District would have no input. Surely, the City should have been concerned that the District was unaware of the Rezoning when the District did not appear at the public hearing before the Planning Commission and then again before the City Council.

The A-2 Zone is simply not appropriate for the Property and has resulted in a significant devaluation of the Property. The A-2 Rezoning is not in line with surrounding uses, it prevents many higher and better uses for the Property, and decimates the value of the Property by more than 50%. Absent reconsideration of the Rezoning, the District is left with the Property that is simply not marketable and a resulting loss of millions in potential sale proceeds that would have otherwise been devoted to the education of the City's youth.

As recently as December, 2015, the General Plan had suggested that Property was best suited for "Mixed Use." In December the General Plan was amended, changing the suggested use to "Community Use." In its own rezone application, the City acknowledges that this A-2 Rezoning is not a viable zone. Indeed, the City's spot zoning is being used to leverage municipal powers over the District's Property and extort the District's compliance with the City's own plans for the Property. This was done without sufficient consideration of loss of public investment, without reasonable notice, and without discussion prior to the City's unilateral action.

The District intends to sell the Property for the highest and best use. It purchased the Property with the M zone, and it therefore has a vested right in such zoning. As it is, only agricultural uses are allowed, which dramatically reduces the value of the Property. It is worth noting that the Property is also currently restricted from residential use by SLR. Even such a residential use, however, is now precluded by the A-2 Rezoning. Regardless, the Rezoning constitutes a taking, a violation of due process, and an inappropriate and illegal use of control of one governmental entity over another.

d. A detailed description of the property taken;

5200 WEST LAKE PARK BLVD
WEST VALLEY CITY, UTAH
See legal description set forth in the Title Report attached hereto as Exhibit 1.

e. Evidence and documentation as to the value of the property taken, including the date and cost at the date the property was acquired. This should include any evidence of the value of that same property before and after the alleged constitutional taking, the name of the party from whom purchased, including the relationship, if any, between the person requesting a review and the party from whom the property was acquired;

See Broker's Opinion of Value ("BOV"), attached hereto as Exhibit 2.

f. The nature of the protectable interest claimed to be affected, such as, but not limited to, fee simple ownership and leasehold interest;

FEE SIMPLE

g. The terms (including sale price) of any previous purchase or sale of a full or partial interest in the property in the three years prior to the date of application;

The District purchased the Property from SLR for approximately $7,275,043.75. See a copy of the Purchase Agreement attached hereto as Exhibit 3.

h. All appraisals of the property prepared for any purpose, including financing, offering for sale, or ad valorem taxation, within three years prior to the date of application;

NONE, see BOV attached hereto as Exhibit 2.

i. The assessed value of and ad valorem taxes on the property for the previous three years;

See Assessor's Data attached hereto as Exhibit 4 and note that the District is a tax-exempt entity.

j. All information concerning current mortgages or other loans secured by the property, including the name of the mortgagee or lender, the current interest rate, the remaining loan balance and term of the loan, and other significant provisions, including but not limited to, right of purchasers to assume the loan;

NOT APPLICABLE

k. All listing of the property for sale or rent, price asked, and offers received, if any, within the previous three years;

NOT APPLICABLE, see BOV attached hereto as Exhibit 2.

l. All studies commissioned by the petitioner or agents of the petitioner within the previous three years concerning feasibility of development or utilization of the property;

NONE, other than the District's own reports, studies and designs that the Property is developable with a large multi-story school with adequate access and utilities (which will be produced if requested).

m. For income producing property, the itemized income and expense statements from the property for the previous three years;

NOT APPLICABLE

n. Information from a title policy or other source showing all recorded liens or encumbrances affecting the property; and

See the Title Report attached hereto as Exhibit 1.

Based on the foregoing, the City should review and reconsider the Rezoning and restore the previous zone or otherwise remedy the unilateral and unwarranted taking. We look forward to your prompt hearing and decision of this review. Please contact me if you have any questions.

Regards,

Matthew L. Anderson

MLA/mab

Enclosures

cc: Brandon Hill, Esq. (Brandon.hill@wvc-ut.gov)
Attorney, West Valley City

Exhibit 1

POLICY OF TITLE INSURANCE ISSUED BY

stewart
title guaranty company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Mark C. Day

Title West Title Company
2735 E. Parley's Way, Ste 207
Salt Lake City, UT 84109
Agent ID: 440064

stewart
title guaranty company

STEWART TITLE GUARANTY CO. INCORPORATED 1902 TEXAS

Senior Chairman of the Board

Malcolm S. Morris
Chairman of the Board

Michael Gallagher
President

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at http://www.stewart.com.

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File No. **56722**

COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely; or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. **DEFINITION OF TERMS**

   The following terms when used in this policy mean:
   (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
   (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
   (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
   (d) "Insured": The Insured named in Schedule A.
      (i) the term "Insured" also includes
         (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
         (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
         (C) successors to an Insured by its conversion to another kind of Entity;
         (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
            (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
            (2) if the grantee wholly owns the named Insured.
            (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
            (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
      (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
   (e) "Insured Claimant": An Insured claiming loss or damage.
   (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
   (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
   (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
   (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
   (j) "Title": The estate or interest described in Schedule A.
   (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

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2. CONTINUATION OF INSURANCE
The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT
The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS
In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS
(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE
(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY
In case of a claim under this policy, the Company shall have the following additional options:
(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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8. **DETERMINATION AND EXTENT OF LIABILITY**
This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.
(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. **LIMITATION OF LIABILITY**
(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. **REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. **LIABILITY NONCUMULATIVE**
The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. **PAYMENT OF LOSS**
When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. **RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**
(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. **ARBITRATION**
Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. **LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**
(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. **SEVERABILITY**
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. **CHOICE OF LAW; FORUM**
(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. **NOTICES, WHERE SENT**
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

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SCHEDULE A

Name and Address of Title Insurance Company: Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 56722

Policy No.: O-9301-001931853

Address Reference: App 5300 West Lake Park Boulevard, West Valley, UT
(For Company Reference Purposes Only)

Amount of Insurance: $7,275,043.75

Premium: $8,436.00

Date of Policy: January 13, 2011 at 1:49pm

1. **Name of Insured:**

   Board of Education of Granite School District, a body corporate and politic of the State of Utah

2. **The estate or interest in the Land that is insured by this policy is:**

   Fee Simple

3. **Title is vested in:**

   Board of Education of Granite School District, a body corporate and politic of the State of Utah

4. **The Land referred to in this policy is described as follows:**

   SEE EXHIBIT "A" ATTACHED HERETO

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stewart

EXHIBIT "A"

LEGAL DESCRIPTION

The property referred to in this Commitment is situated in the County of Salt Lake, in the State of Utah.

A parcel of land situate in the S1/2 of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian in Salt Lake County, Utah. The boundaries of said parcel are more particularly described as follows:

Beginning at the intersection of northerly right of way line of Lake Park Boulevard as described in the Lake Park Boulevard Extension and Lake Parcel Subdivision according to the official plat of record at the office of the Salt Lake County Recorder in Book 2008P at Page 34 and the proposed easterly right of way line of the proposed 5370 West Street, said intersection is 1523.59 feet N.89°48'42"E. along the southerly section line and 522.46 feet N.00°06'42"E. from the Southwest Corner of said Section 24 (Note: The Basis of Bearing is N.89°48'42"E. along the southerly section line between the found monuments representing the Southwest Corner and the South Quarter Corner of said Section 24), and running thence along said proposed easterly right of way line of the proposed 5370 West Street the following five (5) courses: 1) N.00°06'42"E. 307.26 feet to the beginning of a 500.00-foot radius curve to the right, 2) northerly along the arc of said curve 79.30 feet through a delta of 09°05'15" (Note: chord to said curve bears N.04° 39'20"E. for a distance of 79.22 feet), 3) N.09°11'57"E. 123.17 feet to the beginning of a 500.00-foot radius curve to the left, 4) northerly along the arc of said curve 79.30 feet through a delta of 09° 05'15" (Note: chord to said curve bears N.04°39'20"E. for a distance of 79.22 feet), and 5) N.00°06'42"E 104.77 feet to the southwest corner of the Granger Hunter Improvement District Parcel described in that certain Quit Claim Deed recorded in Book 7922 at Page 113 in the office of the Salt Lake County Recorder; thence East 150.00 feet along the south boundary line of said Granger Hunter Improvement District Parcel to the southeast corner of said parcel; thence N.00°06'42"E. 150.00 feet along the easterly boundary line of said Granger Hunter Improvement District Parcel to the southerly line of the Riter Canal described in that certain Quit Claim Deed recorded in Book 7322 at Page 866 in the office of the Salt Lake County Recorder; thence along said southerly line the following two (2) courses: 1) S.79°56'11"E. 89.61 feet and 2) S.78°48'11"E. 65.24 feet; thence N.11°11'49"E. 4.42 feet to a point on the back of an existing concrete wall; thence along the back of said wall the following forty-three (43) courses: 1) S.80°49'45"E. 51.71 feet, 2) S.82°46'36"E. 64.11 feet to the beginning of a 1520.00-foot radius curve to the left, 3) easterly along the arc of said curve 113.07 feet through a delta of 04°15'43" (Note: chord to said curve bears S.84°54'28"E. for a distance of 113.04 feet), 4) S.87°02'19"E. 160.86 feet, 5) S.86°29'57"E. 162.80 feet, 6) S.82°04'43"E. 45.24 feet, 7) S.83°16'34"E. 52.78 feet to the beginning of a 470.17-foot radius non-tangent curve to the left (Note: center bears N.07°37'24"E.), 8) easterly along the arc of said curve 29.78 feet through a delta of 03°37'45" (Note: chord to said curve bears S.84°11'29"E. for a distance of 29.78 feet) to a point of compound curvature to the left having a radius of 3589.24 feet, 9) easterly along the arc of said curve 37.12 feet through a delta of 00°35'33" (Note: chord to said curve bears S.86°18'08"E. for a distance of 37.12 feet), 10) S.86°35'54"E. 19.12 feet to the beginning of a 1149.00-foot radius curve to the left, 11) easterly along the arc of said curve 61.96 feet through a delta of 03°05'22" (Note: chord to said curve bears S.88°08'35"E. for a distance of 61.95 feet) to a point of compound curvature to the left having a radius of 2566.99 feet, 12) easterly along the arc of said curve 54.93 feet through a delta of 01°13'34" (Note: chord to said curve bears N.89°41'57"E. for a distance of 54.93 feet) to a point of reverse curvature to the right having a radius of 3653.00 feet, 13) easterly along the arc of said curve 6.15 feet through a delta of 00°05'47" (Note: chord to said curve bears N.89°08'04"E. for a distance of 6.15 feet) to a point of reverse curvature to the left having a radius of 1835.97 feet, 14) easterly along the arc of said curve 18.77 feet through a delta of 00°35'09" (Note: chord to said curve bears N.88° 53'23"E. for a distance of 18.77 feet) to a point of compound curvature to the left having a radius of 359.00 feet, 15) easterly along the arc of said curve 10.52 feet through a delta of 01°40'45" (Note: chord to said curve bears N.87°45'26"E. for a distance of 10.52 feet) to a point of reverse curvature to the right having a radius of 1119.00 feet, 16) easterly along the arc of said curve 95.16 feet through a delta of 04°

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52'21" (Note: chord to said curve bears N.89°21'14"E. for a distance of 95.13 feet), 17) S.88°12'36"E. 39.28 feet, 18) S.86°58'59" E. 70.46 feet to the beginning of a 87.00-foot radius curve to the right, 19) southeasterly along the arc of said curve 113.44 feet through a delta of 74°42'28" (Note: chord to said curve bears S.49°37'45"E. for a distance of 105.57 feet) 20) S.12°16'31"E. 20.67 feet to the beginning of a 293.50-foot radius curve to the left, 21) southerly along the arc of said curve 30.04 feet through a delta of 05°51'54" (Note: chord to said curve bears S.15°12'28"E. for a distance of 30.03 feet), 22) S.18° 08'25"E. 26.70 feet to the beginning of a 100.00-foot radius curve to the left, 23) southerly along the arc of said curve 9.36 feet through a delta of 05°21'44" (Note: chord to said curve bears S.20°49'17"E. for a distance of 9.36 feet) 24) S.23°30'09"E. 18.73 feet to the beginning of a 247.00-foot radius curve to the left, 25) southeasterly along the arc of said curve 21.68 feet through a delta of 05°01'46" (Note: chord to said curve bears S.26°01'02"E. for a distance of 21.67 feet) to a point of reverse curvature to the right having a radius of 5814.00 feet, 26) southeasterly along the arc of said curve 27.31 feet through a delta of 00°16'09" (Note: chord to said curve bears S.28°23'51"E. for a distance of 27.31 feet) to a point of reverse curvature to the left having a radius of 113.00 feet, 27) southeasterly along the arc of said curve 5.00 feet through a delta of 02°32'09" (Note: chord to said curve bears S.29°31'51"E. for a distance of 5.00 feet) to a point of compound curvature to the left having a radius of 465.64 feet, 28) southeasterly along the arc of said curve 197.97 feet through a delta of 24°21'34" (Note: chord to said curve bears S.42°58'42"E. for a distance of 196.48 feet) to a point of compound curvature to the left having a radius of 15.00 feet, 29) southeasterly along the arc of said curve 1.13 feet through a delta of 04°18'29" (Note: chord to said curve bears S.57°18'44"E. for a distance of 1.13 feet), 30) S.59°27'58"E. 33.39 feet, 31) S.39°48'05"E. 90.69 feet; thence S.35°18'35"E. 19.52 feet to the beginning of a 67.65-foot radius non-tangent curve to the right (Note: center bears S.51°20'28"W.), 32) southeasterly along the arc of said curve 20.23 feet through a delta of 17°07'56" (Note: chord to said curve bears S.30°05'34"E. for a distance of 20.15 feet) to a point of compound curvature to the right having a radius of 34.00 feet, 33) southerly along the arc of said curve 18.62 feet through a delta of 31°22'28" (Note: chord to said curve bears S.05°50'22"E. for a distance of 18.39 feet) to a point of reverse curvature to the left having a radius of 154.00 feet, 34) southerly along the arc of said curve 14.42 feet through a delta of 05°21'57" (Note: chord to said curve bears S.07°09'54"W. for a distance of 14.42 feet) to a point of reverse curvature to the right having a radius of 27.50 feet, 35) southerly along the arc of said curve 15.07 feet through a delta of 31°23'40" (Note: chord to said curve bears S.20°10'45"W. for a distance of 14.88 feet) to a point of reverse curvature to the left having a radius of 210.77 feet, 36) southwesterly along the arc of said curve 39.64 feet through a delta of 10°46'33" (Note: chord to said curve bears S.30°29'19"W. for a distance of 39.58 feet) to a point of compound curvature to the left having a radius of 57.00 feet, 37) southerly along the arc of said curve 56.61 feet through a delta of 56°54'10" (Note: chord to said curve bears S.03°21'03"E. for a distance of 54.31 feet) to a point of compound curvature to the left having a radius of 110.00 feet, 38) southeasterly along the arc of said curve 35.69 feet through a delta of 18° 35'29" (Note: chord to said curve bears S.41°05'53"E. for a distance of 35.54 feet) to a point of reverse curvature to the right having a radius of 140.00 feet, 39) southeasterly along the arc of said curve 73.70 feet through a delta of 30°09'46" (Note: chord to said curve bears S.35°18'44"E. for a distance of 72.85 feet), 40) S.20°13'51"E. 20.43 feet, 41) S.14°49'14"E. 27.09 feet, 42) S.29°48'34"E. 6.50 feet, and 43) S.10°26'31"E. 8.23 feet to said northerly right of way line of Lake Park Boulevard; thence along said northerly right of way line the following seven (7) courses: 1) S.76°12'51"W. 64.98 feet to the beginning of 41.50-foot radius curve to the right, 2) westerly along the arc of said curve 41.84 feet through a delta of 57°46'04" (Note: chord to said curve bears N.74°54'07"W. for a distance of 40.09 feet), 3) N.46° 01'05"W. 69.22 feet to the beginning of a 125.00-foot radius curve to the left, 4) westerly along the arc of said curve 120.47 feet through a delta of 55°13'17" (Note: chord to said curve bears N.73°37'44"W. for a distance of 115.87 feet), 5) S.78°45'38"W. 309.43 feet to the beginning of a 176.50-foot radius curve to the right, 6) westerly along the arc of said curve 34.62 feet through a delta of 11°14'22" (Note: chord to said curve bears S.84°22'49"W. for a distance of 34.57 feet), and 7) West 1268.51 feet to the point of beginning.

he following is shown for information purposes only: part of 14-24-351-013 part of 14-24-376-004

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stewart

SCHEDULE B

File No.: 56722 **Policy No.: O-9301-001931853**

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

7. Taxes for the year 2011, now accruing but not yet due and payable. Tax ID / Parcel No. part of 14-24-351-013. (2010 taxes were paid $16.25)

8. Taxes for the year 2011, now accruing but not yet due and payable. Tax ID / Parcel No. part of 14-24-376-004. (2010 taxes were paid $1.40)

9. The terms and provisions of the Farmland Assessment Act of 1969" in Title 59 Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, dated January 30, 2009 , and recorded April 27, 2009, as Entry No. 10683624, in Book 9714, at Page 1479, of Official Records, which, in part, provides for the right of Salt Lake Salt Lake County to reassess said property for previous years and the collection of additional taxes resulting from any such reassessment.

10. Said property is included within the boundaries of West Valley City, and is subject to the charges and assessments thereof. Said property is included within the boundaries of Granger-Hunter Improvement District, and is subject to the charges and assessments thereof. Paid Current.

11. Reservations contained in that certain Special Warranty Deed and the terms, conditions and limitations contained therein:
    Recorded: December 14, 1979
    Entry No.: 3377924
    Book/Page: 5006/709

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SCHEDULE B

12. Easement and conditions contained therein:
    Grantor: Kennecott Corporation, a corporation
    Grantee: The Mountain States Telephone and Telegraph Company, a Colorado corporation
    Dated: December 19, 1985
    Recorded: January 14, 1986
    Entry No.: 4188550
    Book/Page: 5727/537
    (Exact location not disclosed)

13. Excepting and reserving to grantor all water rights and oil, gas and mineral rights in that certain Special Warranty Deed between Property Reserve, Inc., a Utah non-profit corporation and Zions Securities Corporation, a Utah corporation and the terms, conditions and limitations contained therein:
    Recorded: October 16, 2008
    Entry No.: 10543053
    Book/Page: 9651/8243

14. Covenants, Conditions, Restrictions and/or Easements, except color, creed, national origin, religion, sex, handicap or familial status, unless and only to the extent that said Covenants (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons contained in instrument:
    Recorded: October 6, 2006
    Entry No: 9868362
    Book/Page: 9362/804

    Amendment to said Covenants:
    Recorded: September 21, 2007
    Entry No.: 10229748
    Book/Page: 9518/149

    Assignment of Declarant's Rights to said Covenants:
    Recorded: December 29, 2009
    Entry No.: 10869040
    Book/Page: 9792/7969

    Amendment to said Covenants:
    Dated: January 12, 2011
    Recorded: January 13, 2011
    Entry No.: 11115952
    Book/Page: 9898/2381

15. Reservations contained in that certain Special Warranty Deed and the terms, conditions and limitations contained therein:
    Recorded: January 10, 2011
    Entry No.: 11113732
    Book/Page: 9897/3988

16. Declaration of Storm Drain Easement and the terms and conditions contained therein:
    Grantor: Suburban Land Reserve, Inc., a Utah corporation

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SCHEDULE B

Dated: January 12, 2011
Recorded: January 13, 2011
Entry No.: 11115951
Book/Page: 9898/2375

17. Declaration of Restrictive Covenant and the terms and conditions contained therein:
Declarant: Suburban Land Reserve, Inc. a Utah corporation
Dated: January 12, 2011
Recorded: January 13, 2011
Entry No.: 11115953
Book/Page: 9898/2390

18. Declaration of Easements and the terms and conditions contained therein:
Grantor: Suburban Land Reserve, Inc. a Utah corporation
Dated: January 12, 2011
Recorded: January 13, 2011
Entry No.: 11115954
Book/Page: 9898/2397

19. Reservations contained in that certain Special Warranty Deed and the terms, conditions and limitations contained therein:
Recorded: January 13, 2011
Entry No.: 11115955
Book/Page: 9898/2409

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ENDORSEMENT

ATTACHED TO POLICY NUMBER O-9301-001931853
ISSUED BY

stewart
title guaranty company

File No.: 56722 Charge: $50.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Meridian Engineering, Inc. dated December 16, 2010, and designated Job No. 10057.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: January 13, 2011

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Title West Title Company
2735 E. Parley's Way, Ste 207
Salt Lake City, UT 84109
Agent ID: 440064

stewart
title guaranty company

Senior Chairman of the Board

Chairman of the Board

President

Endorsement Serial No. **E-9388-001931853**

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ENDORSEMENT
ATTACHED TO AND MADE A PART OF POLICY OF TITLE INSURANCE
SERIAL NUMBER O-9301-001931853
Stewart Title Guaranty Company
HEREIN CALLED THE COMPANY

Order Number: 56722 **Charge:** $1,356.00

The Company hereby insures the insured against loss of title by reason of a final decree of a court of competent jurisdiction which compel the removal of any portion of the improvements on the Land which encroach upon said easements shown as Exception No. 12 on Schedule B Part I.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Stewart Title Guaranty Company

Countersigned:

Authorized Countersignature

Title West Title Company
2735 E. Parleys Way, #201
Salt Lake City, UT 84109
(801) 485-1600

Exhibit 2

BROKERAGE SERVICES
Land Services Group
Commercial Property Sales

CBRE
CB RICHARD ELLIS

CBRE Inc.
222 South Main Street
4th Floor
Salt Lake City, Utah 84101
(801) 869-8000

Date: 5-16-16

Broker Opinion of Value

Asset Name:	**Granite School District**	Asset ID:	**Lake Park 28.95 Acres**
Address	**5200 W Lake Park Blvd.**	Property Type:	**M to A-2 Zone**
	West Valley City, Utah	Tax Assessed Value 2015	
		Land In Acres:	**28.95 Acres**
BOV M-Zone	**$283,000/Acre**	BOV A-2 Zone	**$137,000/Acre**

Broker Section:

1. Physical and Geographical attributes of property:

   Excellent property located within Lake Park Development with a historic M zoning within West Valley City. This BOV will show through the sale of comparable properties, that downzoning the property from manufacturing to agricultural has decreased the value of the property. Downzoning this property also affects the length and ease of entitling and developing the property, which ultimately affects the price a developer will pay.

2. Market conditions for this property:

   The market conditions are strong for developable Business Park and Light Industrial properties in Salt Lake County, and specifically within the Lake Park Development. By changing the zoning to A-2 Zone the potential development uses will decrease significantly and the property will not compete well in a sale scenario with the other properties within Lake Park that have the M-Zone.

3. Summary:

   As you can see in the two sets of comparable properties - there is a significant drop in value in the property by taking away the commercial and manufacturing zoning. Also Granite School District paid a commercial/manufacturing price when they purchased the property, and now that they are ready to sell the property it has been downzoned to agricultural. Over the past year of marketing the property we have shown the property to a number of commercial developers such as assisted living developers and a car dealership, all of these uses are now excluded in the A-2 zone. There have been no agricultural sale comparable properties due to the reality that any agricultural land owner would never

sell their property as or at agricultural prices, they would entitle it to its highest and best use and then sell or they would allow a developer to entitle it and benefit from a higher sales price.

Under a city-initiated rezone, it is reasonable that a city would change zoning according to their general plan. In the case of the subject property, it is designated as a "community use". There is no corresponding zone for a community use. And as such, the General Plan severely reduces marketability of the site. The City chose a zone with the least chance for development as their "holding zone". The holding zone does have a material impact upon value and marketability, especially as the city revised their general plan and zoning in such an expeditious manner with little or no input from property owners. The market may view these actions as hostile and uninviting.

4. Comparable Sales For Commercial/Manufacturing

	Property	**Acres**	**Sale Date**	**Sold Price**	**Price/Acre**
1	4041 West Parkway Blvd West Valley City	6 Acres	11/2015	$2.6M	$261,361/acre
2	4455 W Lake Park Blvd West Valley City	6.75 Acres	1/2015	$3.0M	$294,033/acre
3	4688 W Lake Park Blvd West Valley City	10.19 Acres	11/2015	$3.0M	$294,000/acre
	Average				**$283,000/acre**

5. Comparable Sales For Agricultural/Residential

	Property	**Acres**	**Sale Date**	**Sold Price**	**Price/Acre**
1	3318 South 6536 West, West Valley City	5 Acres	3/2016	$650,000	$130,000/acre
2	3135 South 6400 West, West Valley City	2.24 Acres	1/2016	$315,000	$140,000/acre
3	2355 North Rose Park Lane, SLC	4.93 Acres	3/2016	$700,000	$141,000/acre
	Average				**$137,000/acre**

Prepared by:	Patrick Juhlin
Title:	Senior Associate Land Services Group
CB Office:	Salt Lake City
Phone:	801.869.8040
Signature of Preparer:	

This is an opinion of value or a comparative market analysis and should not be considered an appraisal. In making any decision that relies upon the broker opinion of value by CB Richard Ellis, you should know that the guidelines for development of an appraisal or analysis contained in the uniform standards of professional appraisal practice of the appraisal foundation have not been followed.

This Broker Opinion of Value is based upon the limited information obtained from the client and is for their use. While we do not doubt its accuracy, we have not verified the information and make no guarantee, warranty or representation about it. It is the responsibility of the recipient of this information to independently confirm its accuracy and completeness. This information should not be ruled upon without a careful and independent investigation.

Exhibit 3

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

BETWEEN

SUBURBAN LAND RESERVE, INC.,
a Utah corporation
(SELLER)

AND

BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT,
a body corporate and politic of the State of Utah
(BUYER)

Dated: December 22, 2010

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PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made this ___ day of December, 2010, by and between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation ("Seller"), and the **BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT**, a body corporate and politic of the State of Utah ("Buyer"), in contemplation of the following facts and circumstances:

A. Seller is the owner/contract buyer of real property covering approximately 330 acres in West Valley City, Utah (the "City"), which Seller is developing as Highbury Commons at Lake Park, a mixed-use development (the "Development").

B. The Development is or will be subject to the terms and conditions of that certain Master Declaration of Easements, Covenants and Restrictions for Highbury Commons at Lake Park, dated September 26, 2006, and recorded with the Salt Lake County Recorder, State of Utah (the "Official Records"), on October 6, 2006, as Entry No. 9868362 in Book 9362 beginning at Page 804, as such declaration may have been amended and supplemented as evidenced in the Official Records (collectively as supplemented and amended, the "Declaration").

C. The Development includes approximately 29.045 acres located north of Lake Park Boulevard at approximately 5300 West, West Valley City, Utah (the "Land") which is generally shown as the "School Parcel Overall" on the diagram attached hereto as Exhibit "A", which Buyer intends to develop as a public school that will complement and integrate with Seller's development of the remainder of the Development.

D. Buyer desires to acquire the Land, upon the terms and conditions set forth in this Agreement.

E. Seller requires that the development of the Land complement and integrate well with the Development and be consistent with the standards of development set by Seller.

F. Seller and Buyer desire to set forth in writing the conditions and terms upon which the Land will be acquired and the procedures whereby a plan for the development of the Land, including the construction of buildings, parking, landscaping and other improvements (collectively, the "Project Improvements"), can be prepared and approved by both parties.

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

Note: A term appearing initially in quotation marks which is not there defined denotes that it is a defined term, but that its definition will appear later in the text.

1. Purchase and Sale. Upon all the terms and conditions contained herein, Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell to Buyer all of the Land. The legal description for the Land shall be approved by the parties prior to the "Closing" based upon the "Survey" of the Land to be prepared as required by Section 8.1.1 below. The Land shall be conveyed to Buyer together with all rights, privileges, easements, rights of way and other appurtenances thereto, excluding, however, all water rights, minerals and mineral rights. The Land and all easement and other rights to be sold and purchased shall be collectively referred to herein as the "Property."

1.1. Subdivision Approval. The Land shall be conveyed to Buyer as a legal parcel using a metes and bounds description shown on a metes and bounds subdivision map approved by the City and filed with the Salt Lake County Surveyor in accordance with applicable ordinances of the City.

1.2. Special Warranty Deed. The conveyance of the Property from Seller to Buyer shall be by special warranty deed in form and content reasonably acceptable to Seller and Buyer (the "Deed").

2. Development of the Property. The development of the Property and the construction of the Project Improvements shall proceed in accordance with the provisions of this section.

2.1. Development Plan. Prior to the commencement of construction of any Project Improvements on or affecting the Property, Buyer shall, at its sole cost and expense, cause to be prepared and submitted to Seller, specific plans for the proposed development of the Property and the construction of its Project Improvements. The proposed plans shall show the overall development of the Property with the location of all Project Improvements, including the buildings, utilities, landscaping, parking and open space areas, and the plans for the exterior design of buildings, exterior elevations, designation of proposed construction materials and colors, and general landscaping plans. No Project Improvements of any kind shall be constructed without Seller's approval of the proposed plans.

2.1.1. Seller's Review. Within ten (10) business days of the submission of proposed development plans, Seller shall provide notice of its approval or disapproval. In the event that Seller shall not approve of the proposed plans as submitted, Seller's notice of disapproval shall specifically set forth Seller's objections to the proposed plans. Seller and Buyer shall cooperate in the preparation and review of proposed plans on a priority basis until both parties approve a plan for the overall development of the Property and the construction of the Project Improvements. In the event that Seller shall fail to respond within said ten (10) business days, Buyer shall have the right to resubmit the applicable proposed plan(s). Such resubmission shall be hand delivered personally to the person that is then the President of Seller and include a written notice in all capital letters (minimum 14 point font) stating that failure of Seller to respond within five (5) business days of Seller's actual receipt of the resubmission shall be deemed to be Seller's approval of the proposed plan(s) enclosed. In the event that Seller shall fail to respond to such resubmission within said five (5) business days, the resubmitted plan(s) shall be deemed approved. Seller and Buyer shall work cooperatively until development plans are acceptable to both parties. The approved plans, which shall include a final site plan, shall be referred to herein as the "Development Plans."

2.1.2. Approval Standards. It is understood that should Buyer elect to obtain approval of the Development Plans from the City, further review by Seller shall only occur if there are material changes caused by reason of the City's review. Buyer acknowledges that Seller's standards are more stringent than City standards and standards that Buyer may have applied to other school facilities owned or constructed by Buyer in other locations. Buyer agrees that the Property is being sold to Buyer in reliance upon Buyer's agreement that the Project Improvements shall be designed and constructed in accordance with standards consistent with standards being applied throughout the Development even

though less stringent standards may be legally acceptable. Seller agrees to work with Buyer in the approval of development plans in recognition that improvements constructed for school purposes must meet certain requirements that may not be applicable to other improvements constructed in the Development. Seller and Buyer shall work cooperatively so that the standards of the Development are maintained while permitting Buyer to construct its Project Improvements as required to meet design and safety requirements applicable to its school facilities, as such facilities are upgraded for construction in the Development.

2.2. Allocation of Costs. Buyer shall pay the costs and expenses which shall be incurred in the preparation of the Development Plans. Seller shall pay costs and expenses incurred by Seller in review of same.

3. Specific Development Issues. Certain specific requirements are connected with the acquisition and development of the Property, including specific issues set forth in this section. This section sets forth selected issues and should not be construed to constitute a comprehensive list of all issues that must be addressed in the course of the development of the Property.

3.1. Declaration. All property within the Development, including the Property, shall be subject to the terms and conditions of the Declaration. A copy of the Declaration shall be included in documents delivered by the "Title Company." In the event Buyer has not approved the Declaration prior to the Property Approval Deadline, Buyer may elect to terminate this Agreement in accordance with the procedures and provisions of Section 8.3.

3.2. No Assessments. The Declaration provides for the payment of costs and expenses which shall be incurred for the maintenance of common areas and amenities to be included within the Development and procedures for architectural approval of improvements to be constructed on the Land. At Closing, the Declaration shall be applicable to the Property; provided, however, that the Declaration shall provide that so long as the Property shall be used as either (i) a public school, funded by generally assessed taxes, or (ii) a stand-alone educational facility used to provide religious education to students attending public education facilities which are part of the Project Improvements, no assessments shall be levied against the Land under the provisions of the Declaration. Other provisions of the Declaration shall be applicable to the Property. A provision which provides for the waiver of assessments upon satisfaction of such terms and conditions which is acceptable in form to Seller and Buyer and which shall be included in an amendment/supplement to the Declaration to be recorded at Closing, is attached hereto as Exhibit "B."

3.3. Walkway Easement. The easterly and northerly boundaries of the Land shall be subject to a non-exclusive easement for the existence and maintenance of a walkway and landscaping within the easement. The exact dimensions of the easement shall be determined prior to the Closing and shall be set forth on the Survey to be prepared pursuant to this Agreement. The easement shall extend from the interior edge of the existing sidewalk (on the westerly or southerly edge, as applicable) to the boundary of the Land. In the northwest corner of the Land where no sidewalk presently exists, the easement shall be of similar width to other locations along the northerly boundary of the Land. The easement described in this section shall be located as generally depicted on Exhibit "C" attached hereto and shall be referred to herein as the "Walkway Easement." The Walkway Easement shall be reserved and granted for the same use as other walkways within the Development as set forth in the Declaration.

3.4. Storm Drainage Easement. The northwesterly corner of the Land shall be subject to an easement for the construction and maintenance of an underground pipeline for storm water drainage. The exact dimensions of the easement shall be determined prior to the Closing. The easement shall be

generally located as generally depicted on Exhibit "D" attached hereto. Said easement shall provide for a fifteen (15) foot wide permanent easement and a temporary thirty (30) foot construction easement.

3.5. Maintenance of Property. In addition to Buyer's obligation to maintain the Property, at Closing, Buyer shall maintain, at Buyer's sole cost and expense, all real property, improvements, including the sidewalk, and landscaping that is (i) within the Walkway Easement, and (ii) on real property which is contiguous with the Property as described in the next sentence without regard to whether such property may be owned by Seller, the City or the association of owners at Highbury Commons (the "Maintained Property"). The Maintained Property along Lake Park Boulevard is generally depicted on Exhibit "A" attached hereto and shall be to the back of the curb where the Property abuts either Lake Park Boulevard or the "Boundary Road," as herein defined. The Maintained Property along the waterways is the same area as the Walkway Easement generally depicted on Exhibit "B" attached hereto and shall be to the edge of real property owned by the City (or Granger Hunter Improvement District, where applicable) where the Property abuts a waterway or canal. Buyer's obligation to maintain the Maintained Property shall include the maintenance and replacement of sidewalks and walkways, landscaping already located on either the Maintained Property (which is the Maintained Property contiguous with Lake Park Boulevard), sprinkling or other irrigations systems required for watering of landscaping, replacement of plants and other landscaping to maintain landscaping standards in the Development, the installation of sprinkling systems and landscaping on portions of the Maintained Property not landscaped as of the date of Closing (which includes Walkway Easement north of Lake Park Boulevard and land which will be contiguous with the Boundary Road) and snow removal on all sidewalks and walkways located on the Maintained Property.

3.6. Plan Approval Under Declaration. Any and all Project Improvements constructed upon the Property shall be subject to the review and approval of the Design Review Board in accordance with procedures set forth in the Declaration. Subsequent improvements to the Property, including changes to the exterior appearance of the building located on the Property, shall be subject to the Declaration. Architectural review procedures set forth in the Declaration are not applicable to the interior of any Project Improvements.

3.7. Signs. The actual location and design of any signs on the Property shall be subject to the review and approval of various parties, including, without limitation, the Highbury at Lake Park Owners Company and the Design Review Board and may further be subject to applicable ordinances of the City, subject to the rights of Buyer as a public school district.

3.8. Use of Development Name. Seller acknowledges that the name of the public school to be located on the Property shall be determined by the members of the Board of Education of Buyer. To the extent acceptable to such board, in its discretion, the phrase "Highbury Commons at Lake Park" or other similar words, may be incorporated into materials which identify the public school to be constructed upon the Property. Such incorporation shall not require the formal inclusion of such phrase in any legal names for the public school, but the parties agree that the linkage of the public school and Highbury Commons at Lake Park shall be mutually beneficial.

3.9. Utilities. Prior to the Property Approval Deadline, Buyer shall determine the location, availability and capacity of existing utility services required for the development of Buyer's proposed improvements, which shall include telephone, electrical, natural gas, culinary water, sanitary sewer, and facilities to collect and distribute storm water runoff, and the conditions upon which applicable service providers, including Qwest, Rocky Mountain Power, Questar, Granger-Hunter Improvement District, and the City, shall provide service to the Property. Buyer shall be responsible to pay all costs and expenses incurred to connect to any and all such facilities, including any boring and/or trenching required to access utility lines at the location installed within the right-of-way or easements adjacent to

said right-of-way lines, and any transformers, switches, power lines, or junction boxes required to provide electrical service to the Property. Seller shall have no responsibility for the actual construction or installation of any utility services to service the Property, and shall have no duty to incur any costs or expenses by reason of any installation policies of service providers which may exist on or after the date of this Agreement.

3.10. Approved Use. Buyer agrees that the Property shall be developed and used only as a public school, which may include such facilities as are traditionally associated with a public school, such as parking facilities and recreation areas (the "Approved Use"). Without limiting the restrictions imposed by the Approved Use, the Approved Use shall not include facilities that are not directly related to the day to day operation of the educational/teaching elements of a public school, such as a warehouse, garage, transportation, maintenance, kitchen or other facilities intended to service schools other than the school located on the Property. Buyer acknowledges and agrees that a restrictive covenant, in the form attached hereto as Exhibit "D" (the "Restrictive Covenant"), shall be recorded against the Property at Closing. The Restrictive Covenant shall be enforceable by Seller and its successors in interest and other owners of real property within the Development, and shall provide that the Property shall be used only for the Approved Use. No other use of the Property shall be permitted without the express prior written consent of Seller, which consent may be withheld in the sole and absolute discretion of Seller. The Restrictive Covenant shall be a covenant running with the land, and so long as the Restrictive Covenant shall remain in effect, Buyer shall not be permitted to sell the Property to any other party for any use other than the Approved Use.

3.11. West Boundary Road for Property. The western boundary of the Property shall be along a proposed road designated on Exhibit A as the "Boundary Road." Any reference to the Boundary Road as used in this Agreement shall refer to that portion of such road which is contiguous with the west boundary of the Land beginning at Lake Park Boulevard and ending at the northern terminus of the bridge which shall cross the Riter Canal and road improvements required to be constructed to connect the Boundary Road to the existing southern end of 5370 West. The actual location and design of the North Boundary Road shall be approved by Seller and Buyer as part of the Development Plans. Seller's obligations set forth in this Section 3.11 shall run with the land located immediately west of the location of the Boundary Road (the "West Property"). Therefore, in the event that Seller shall convey title to the West Property or a portion thereof, Seller shall have the right to assign to the purchaser of the West Property, Seller's obligations under this Section 3.11 regarding the design, construction and payment of costs related to the construction of the Boundary Road. In the event that (i) Seller shall convey title to the West Property or a portion thereof to a third party (the "West Property Owner"), (ii) Seller shall have assigned to the owner of the West Property, in writing, all rights and duties of Seller under this Section 3.11 and its subsections, (iii) the West Property Owner shall have assumed, in writing, all of Seller's rights and duties under this Section 3.11. (iv) such assignment shall specifically state that Buyer is an intended beneficiary of the provisions of such assignment, and (v) Buyer shall be delivered a fully executed original of such assignment and assumption, then from and after the date of such assignment and assumption, Seller shall have no further obligations under this Section 3.11.

3.11.1. Design and Engineering. Seller shall cause the Boundary Road to be designed and engineered and to have construction drawings prepared and approved by the City and the Buyer (the "Road Plans"). The design shall include access from the Boundary Road to the Property to facilitate access by school buses and private cars to the school grounds and building. In order to permit Seller time to complete the engineering of and obtain approval for construction of the Boundary Road, Buyer shall provide Seller with not less than one (1) year's notice of Buyer's intent to begin construction of either (i) the Boundary Road, or (ii) the Project Improvements. Within the applicable "Approval Period," as defined below, Buyer shall provide notice of its approval or disapproval. In the event that Buyer shall not approve of the proposed Road Plans as submitted, Buyer's notice of disapproval shall

specifically set forth Buyer's objections to the proposed plans. Seller and Buyer shall cooperate in the preparation and review of proposed Road Plans on a priority basis until both parties approve the Road Plans. In the event that Buyer shall fail to respond within the applicable Approval Period, Seller shall have the right to resubmit the applicable proposed plan(s). Such resubmission shall be hand delivered personally to the person that is then the Business Administrator for Buyer and include a written notice in all capital letters (minimum 14 point font) stating that failure of Buyer to respond within five (5) business days of Buyer's actual receipt of the resubmission shall be deemed to be Buyer's approval of the enclosed proposed Road Plans. In the event that Buyer shall fail to respond to such resubmission within said five (5) business days, the resubmitted plan(s) shall be deemed approved. Seller and Buyer shall work cooperatively until Road Plans are acceptable to both parties. For the initial submittal of proposed Road Plans, the "Approval Period" shall be fifteen (15) business days from the date of the initial submission to Buyer. Thereafter, the "Approval Period" shall be seven (7) business days from the date of submission of revised plans to Buyer.

3.11.2. Payment of Design Costs. Upon completion of (i) the design and engineering of the Boundary Road, (ii) the preparation of the Road Plans sufficient for construction, and (iii) the approval of the Road Plans by the City, Buyer shall reimburse Seller for (50%) of the actual costs and expenses incurred by Seller to complete such requirements. Such reimbursement shall be paid within thirty (30) days of Buyer's receipt of a written statement requesting payment of same. Upon its request, Buyer shall be entitled to receive a copy of any and all documents which shall evidence amounts requested to be paid pursuant to such statement. Amounts not paid within said thirty (30) days shall accrue interest at the rate of ten percent (10%) per annum from the date due until paid.

3.11.3. Construction. The party which shall first need the Boundary Road to be completed and available for use (the "Constructing Party") shall be responsible to cause the Boundary Road to be constructed, subject to partial reimbursement as set forth below. Once commenced, the Constructing Party shall diligently prosecute the construction of the Boundary Road to completion.

3.11.4. Construction Costs. The Constructing Party shall pay any and all costs and expenses which are incurred for such construction as same shall become due such that the land upon which the Boundary Road shall be located shall remain free of any mechanics lien or any other lien for non-payment of construction costs. In the event that the Constructing Party is not the owner of the land upon which the Boundary Road shall be located, the Constructing Party shall indemnify and hold such owner harmless from any and all claims, including attorneys fees and costs, which may be incurred by such owner by reason of the construction of the Boundary Road. Prior to the start of the construction of the Boundary Road, the Constructing Party shall deliver to the other party a copy of the engineer's estimate of the total cost of the construction of the Boundary Road and a copy of the final approved construction contract. Any and all costs and expenses which shall be incurred in the construction of the Boundary Road, including specifically, but without limitation, costs of permits, bonds, or other amounts required to be paid to or deposited with the City as a condition of such construction, shall be included as "Construction Costs;" provided, however, that neither party shall be entitled to include any overhead or supervisory costs as part of the Construction Costs. Upon completion of construction and acceptance of such construction of the Boundary Road by the City, the Constructing Party shall deliver to the other party, a copy of documents which evidence the actual Construction Costs for the Boundary Road and a statement summarizing the total Construction Costs for the Boundary Road. The other party shall approve or disapprove of such Construction Costs within ten (15) business days of its receipt of such documents. Upon approval and not later than thirty (30) days after its receipt of such documents, the party which is not the Constructing Party shall pay to the Constructing Party fifty percent (50%) of the Construction Costs. Amounts not paid within said thirty (30) days shall accrue interest at the rate of ten percent (10%) per annum from the date due until paid.

3.11.5. Dedication of Boundary Road. Seller and Buyer shall cooperate to dedicate the Boundary Road to the City. In the event such dedication is not required, Buyer shall be granted and there shall be recorded in favor of Buyer, a non-exclusive easement for ingress and egress over the Boundary Road. Such easement shall provide that Buyer shall pay its proportionate share of the cost of maintaining such road.

3.11.6. Warranty Obligations. The Constructing Party shall be responsible for any warranty obligations imposed by the City with respect to the construction of the Boundary Road and its dedication as a public street. To the extent that the Constructing Party shall be required to pay any costs or expenses in repairing the Boundary Road by reason of such warranty obligations, such costs and expenses shall be paid by the Constructing Party and subject to partial reimbursement as provided in Section 3.11.4 above.

3.11.7. Survival. As set forth in Section 22 below, the provisions of Section 3.11 and its subsections shall survive Closing and the delivery of the Deed.

4. Purchase Price. The total "Purchase Price" for the Property shall be calculated by multiplying Five and 75/100 Dollars ($5.75) (the "Square Foot Price") times the total number of gross square feet located within the perimeter description of the Property as determined by the "Survey." An estimated Purchase Price, based on 1,265,225 square feet (which is approximately 29.045 gross acres), would be Seven Million Two Hundred Seventy-five Thousand Forty-three and 75/100s Dollars ($7,275,043.75) (1,265,225 x $5.75 = $7,275,043.75). The actual Purchase Price for Closing shall be calculated using the legal description set forth on the Survey.

5. Escrow Instructions. This Agreement shall also constitute instructions to Title West Title Company, Attn: Mark C. Day, through its office located at 2735 East Parleys Way, Suite 201, Salt Lake City, Utah 84109, or another Escrow Agent designated by Seller in its sole discretion (the "Escrow Agent"). In addition, the parties agree to execute and deliver to Escrow Agent such other reasonable or customary supplemental escrow instructions or other instruments as may be reasonably required by Escrow Agent or by the parties in order to consummate the sale described herein. No provision of any supplemental escrow instructions shall amend or supersede any portion of this Agreement unless such supplemental instructions are executed by both Seller and Buyer. To the extent of any inconsistency between the provisions of such supplemental escrow instructions and the provisions of this Agreement, unless specifically otherwise stated, the provisions of this Agreement shall control. By opening escrow, Escrow Agent certifies that Escrow Agent is licensed to perform the services contemplated by this Agreement in the manner required by applicable law.

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

5.2. Deposit. Within three (3) business days of the opening of Escrow, Buyer shall deposit with Escrow Agent the sum of Fifty Thousand Dollars ($50,000.00) (the "Deposit"). Escrow Agent shall deposit the Deposit in an FDIC-insured, interest-bearing account selected by Escrow Agent, with all interest accruing thereon to be paid to Buyer on demand, or at Buyer's election, credited to the Purchase Price at Closing. The term "Deposit" shall include the Deposit and any and all interest which may accrue thereon in accordance with the agreement of account governing the deposit of such funds. The Deposit shall be credited in full to the Purchase Price at the Closing, subject, however, to being disbursed to Seller or returned to Buyer, as specifically provided herein. The Deposit shall be held, applied or refunded only as set forth in this Agreement.

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

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

6.1. Closing Deadline. The Closing Date shall be not later than Wednesday, January 12, 2011.

6.2. Cash at Closing. At Closing, Buyer shall deposit with Escrow Agent an amount which, when added to the Deposit, shall equal the Purchase Price of the Property, plus any other closing costs and prorations chargeable to Buyer in accordance with the provisions of this Agreement. Such deposit shall be made in cash, by wire transfer or another method which will provide that Escrow Agent shall have in its possession on the Closing Date funds available for immediate disbursement in accordance with applicable laws and regulations. At Closing, the Purchase Price shall be disbursed to Seller, except that Escrow Agent is instructed to deduct from Seller's proceeds, prior to disbursement to Seller, the closing costs and prorations chargeable to Seller in accordance with the terms of this Agreement.

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

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

7.2. Seller Title Fees. Seller shall bear the cost of the premium for a standard coverage ALTA owner's policy of title insurance in the amount of the Purchase Price. In the event Buyer shall elect to obtain an extended coverage ALTA owner's or any other title insurance coverage other than the standard owner's policy to be provided by Seller, Buyer shall pay the additional cost thereof, together with any and all costs and expenses, including costs of any survey requirements that may be required in order to provide such coverage and which requirements are not included in the Survey in accordance with the provisions of Section 8.1.1. Buyer shall also pay the cost of all endorsements desired by Buyer. The title policy to be provided to Buyer pursuant to this section, including, if Buyer so elects, any additional extended coverage ALTA owner's or other title policy or endorsement, shall hereinafter be referred to as the "Title Policy."

7.3. Miscellaneous Costs. Seller shall pay costs and expenses incurred to release any and all monetary liens or encumbrances, except non-delinquent real property taxes and assessments against the Land. Buyer shall pay the cost of recording the Deed. Except as noted, the parties agree that Buyer and Seller shall each pay one-half (1/2) of any other escrow, recording and filing fees charged in connection with the transaction covered by this Agreement. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow. All other costs or expenses not otherwise provided for in this Agreement shall be allocated to or apportioned between Buyer and Seller by Escrow Agent in accordance with customary escrow practices in Salt Lake County, Utah.

7.4. Taxes and Assessments. Subject to the requirements of this section, Seller shall be responsible to pay any and all property taxes and all general and special bonds and assessments which shall accrue through the Closing Date. Municipal assessments shall be brought current, but shall not be paid in full. Nothing contained herein shall be construed to require Seller to pay any connection, impact

or other fees, deposits or assessments which may be imposed upon Buyer as a requirement for the construction or occupancy of the Project Improvements or the connection to or utilization of any utilities or other services provided to the Property by third parties. The Land is currently assessed under the Farmland Assessment Act ("Greenbelt") and is subject to the payment of rollback taxes upon conveyance. Tax prorations charged to Seller at Closing shall be computed based upon real property taxes assessed as Greenbelt without regarding to any rollback taxes. Within thirty (30) days after the Closing Date, Buyer shall execute any and all documents required by Salt Lake County to cause the Land to remain under the Greenbelt and to not commence construction of any Project Improvements for a minimum of twelve (12) months following the Closing Date. Seller and Buyer shall cooperate in the execution of any documents required to permit the Land after Closing to qualify for Greenbelt status, including a partial assignment of the lessor's interest in the agricultural lease which is now applicable to the Land. Only in the event that Salt Lake County shall reject the Land for Greenbelt status after its receipt of all documents required for approval shall Seller be responsible for the payment of any rollback taxes, which Seller shall then pay promptly. In all other circumstances, Buyer shall pay any rollback taxes, if any, assessed by Salt Lake County.

8. Property Approval Deadline. Buyer's obligation to purchase the Property shall be subject to Buyer's determination that conditions related to the Property are acceptable ("Site Contingencies"). Such contingencies, however, may be waived by Buyer as a condition precedent to Buyer's obligation to purchase the Property. Buyer's Site Contingencies shall include (i) acceptance of the status of title to and a survey of the Property ("Title Approval"), and (ii) approval of the physical condition of the Property ("Site Approval"). The Site Contingencies must be satisfied or waived, in Buyer's sole discretion, not later than the close of business on the "Property Approval Deadline," which shall be 5:00 p.m., Salt Lake City time, on January 7, 2011 (the "Property Approval Deadline").

8.1. Status of Title and Survey. Buyer shall have the sole and absolute responsibility, at its sole expense, to review any and all conditions that shall exist with respect to the title to the Property and any exceptions to such title, easements, liens or other encumbrances upon such title and any discrepancies, conflicts in boundary lines, shortages in area, encroachments or any other facts which a correct survey of the Land would disclose, whether or not such matters are shown on the public record. Buyer's review of same and right to object to such conditions shall be conducted in accordance with this section.

8.1.1. Survey. Buyer shall obtain an ALTA boundary survey of Land (the "Survey") prepared by a surveyor licensed by the State of Utah which is certified to Seller, Buyer, the Title Company and such other parties as Buyer shall designate.

8.1.2. Title. Within seven (7) days of the execution of this Agreement, Seller will cause to be delivered to Buyer, a preliminary title report or commitment for the issuance of title insurance, together with legible copies of all documents referred to in said preliminary title report (the "Title Report"), from Title West Title Company, or such other title company as may be selected by Seller (the "Title Company"), covering all of the Land. Buyer may disapprove of any title matter shown in the Title Report in Buyer's sole and exclusive judgment. Buyer shall take title to the Property subject to the "Permitted Exceptions," which shall include: (i) matters described in this Agreement; and (ii) matters disclosed on the Survey and/or Title Report, except any such matters as Buyer expressly disapproves in writing to Seller as provided in Section 8.1.3. Buyer shall not be obligated to close the purchase of the Property unless and until the Title Company shall be unconditionally committed to deliver to Buyer, the Title Policy described in Section 7.2; provided Buyer has complied with any reasonable and customary requirements for the issuance of same.

8.1.3. Approval of Title and Survey Matters. Prior to the Property Approval Deadline, Buyer shall be responsible to determine if Buyer objects to any matters shown in the Title Report or on the Survey. In the event that Buyer shall elect to object to any matters shown in the Title Report or on the Survey, Buyer shall do so by delivering written notice of its "Title Objections" not later than five (5) days prior to the Property Approval Deadline. Failure to deliver such notice shall be deemed approval of all matters disclosed on the Title Report and Survey. Seller shall have two (2) business days following its receipt of the Title Objections to correct the Title Objections or to provide written notice to Buyer that either (i) such Title Objections will be corrected by Seller prior to Closing; or (ii) that Seller does not intend to correct such Title Objection(s). If Seller notifies Buyer it cannot or will not correct any Title Objection(s), Buyer shall have the option to either terminate this Agreement or waive the Title Objection(s) that will not be cured. Said option shall be exercised within two (2) business days after receipt of Seller's notice that Seller cannot or will not correct the Title Objections. If Buyer's Title Objections are not resolved in a manner acceptable to Buyer and Buyer is not willing to waive such objections and proceed with the Closing, Buyer shall have the right to terminate this Agreement in accordance with the provisions of Section 8.3. The matters which shall as of Closing be permitted to constitute an exception to title to the Property after the implementation of the provisions of this Section 8.1 shall be "Permitted Exceptions." Notwithstanding any other provision of this Agreement, Seller shall be required to cause any and all monetary liens or encumbrances (except non-delinquent real property taxes and municipal assessments levied in connection with Buyer's development of the Property) to be paid in full on or before the Closing Date and released as a lien or encumbrance against the Property.

8.2. Approval of Site Conditions. Seller has extensive historical documents related to the Highbury development and such documents are outdated, do not reflect current circumstances with respect to the Property, and generally do not readily provide specific information regarding the Property. Seller shall make a good faith effort to indentify and deliver to Buyer documents that identify conditions that currently exist with respect to the Property, but Seller shall have no obligation to deliver to Seller any documents related to the Property or the Highbury development. Any document delivered shall be delivered without warranty or representation, express or implied as to its content, completeness or accuracy. Buyer shall have the sole and absolute responsibility, at its sole expense, to conduct such studies, evaluations, assessments, inquiries and other investigations (collectively "Investigations") of the physical condition of the Property as Buyer shall determine to be prudent and necessary prior to its acquisition of the Property. All such Investigations shall be conducted at the sole cost and expense of Buyer and shall be completed prior to the Property Approval Deadline, as same may be extended. So long as this Agreement shall remain in effect, Buyer shall have the right to enter at reasonable times upon the Property and conduct, at its sole expense, such Investigations as Buyer deems necessary or desirable to evaluate any and all conditions related to the Property, including without limitation the following: (i) surface, soil, subsoil, geologic or ground water conditions or other physical conditions of or affecting the Property, (ii) the existence of any contaminants or hazardous materials on or in the soil or ground water, (iii) the existence of any special environmental, archaeological, botanical, or other condition on or affecting the Property, (iv) storm water detention, right of way, road construction, and construction schedules, (v) site analysis for setbacks and other building constraints based on Buyer's preliminary development plans, (vi) availability of required utilities, including power, water, sewer, etc., (vii) traffic analysis to determine site access for emergency vehicles and projected traffic loads for intended use of the Property, and/or (viii) zoning, restrictive covenants, required permits or other municipal restrictions or requirements applicable to the Property which might impair Buyer's contemplated use thereof. Buyer shall indemnify, defend and hold Seller harmless from all damage, loss or liability, including without limitation reasonable attorneys' fees and costs of court, mechanics' and materialmen's liens or claims, or claims or assertions thereof which shall be actually incurred by Seller by reason of the Investigations, and such indemnification obligations shall survive any termination or cancellation of this Agreement.

8.3. Disapproval of Buyer's Site Contingencies. If Buyer determines, in its sole and absolute discretion, that any condition related to the Property and/or Buyer's intended development or use thereof, including the Site Contingencies, is unacceptable to Buyer, Buyer may terminate this Agreement by giving written notice to Seller and Escrow Agent prior to the Property Approval Deadline. If Buyer provides Seller with a written notice of termination in accordance with the provisions of this section, then effective as of the date of Seller's receipt of notice of termination, this Agreement shall be deemed canceled, the Deposit shall be returned to Buyer and the parties shall have no further obligations hereunder, except Buyer's indemnification obligations set forth in Section 8.2. In the event of such termination, Buyer shall pay any and all cancellation charges levied by Escrow Agent or the Title Company. In the event Buyer shall fail to provide such written notice of termination, Buyer shall be deemed to have accepted all conditions related to the Property and Buyer shall have no further right to terminate this Agreement except as set forth in Section 13.5.

9. Delivery of Reports to Seller. As part of the consideration for Seller entering into this Agreement, upon any termination of this Agreement at the election of Buyer except a termination caused by the default of Seller, Buyer shall deliver to Seller, at no cost or expense to Seller, a copy of all reports generated or received by Buyer regarding the Property, including without limitation, topographical maps, engineering drawings, soils or geotechnical reports, environmental assessments, third-party economic feasibility studies which are not deemed proprietary by Buyer, site plans, master plans and appraisals. Such delivery shall include an assignment of Buyer's rights in such agreements sufficient to permit Seller to rely upon same.

10. Maintenance Obligations. During the term of the Escrow, Seller shall maintain the Property in its present condition and repair, and will not create or permit the creation of any title exceptions such as easements or liens not already of record to encumber the Property without Buyer's prior written approval, which approval shall not be unreasonably withheld. Buyer shall assume responsibility to maintain the Property after Closing. Such maintenance shall include a weed abatement program to insure weeds are less that 6" in height.

11. Property Purchase "As Is". Except for Seller's express representations, warranties and covenants specifically set forth in this Agreement, Buyer specifically acknowledges and agrees that Buyer is purchasing the Property "AS IS, WHERE IS, AND WITH ALL ITS FAULTS," in its present state and condition, and in reliance solely upon Buyer's own investigations of the Property. Buyer is specifically advised that the Land is subject to an avigation easement, including building restrictions or requirements as contemplated under West Valley City's Land Use Development and Management Act and the effect of the proximity of the Land to the Salt Lake International Airport. Neither Seller nor any agent, employee, or affiliate of Seller has made any representation, warranty or covenant, expressed or implied, which concerns the Property or which has induced Buyer to enter into or to consummate this Agreement, except as expressly set forth in this Agreement. Neither Seller nor any agent, employee, officer, director, broker, contractor or representative of Seller has made, and Seller specifically disclaims, any representation or warranty of any kind or nature whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property or the Development, including, without limitation, any representation or warranty of condition, suitability, income potential, merchantability or fitness for a particular purpose. All representations and warranties, other than those expressly contained in this Agreement, are hereby disclaimed by Seller and waived by Buyer.

12. Specific Use; Project Improvements. As set forth in Section 3.10 above, the Land shall be used only for the construction and development of a public school and certain other related improvements. Any and all uses and Project Improvements must comply with the requirements of the 5600 West overlay zone which presently affects the Land; provided, however, that the Seller takes no position as to whether Buyer, as a public entity, is subject to such zone. The Property shall be used for

the purposes outlined above and for no other use without the express prior written consent of Seller as set forth in Section 3.10 above. Any and all Project Improvements shall be architecturally compatible with other projects planned or under construction within the Development, and such Project Improvements shall at all times be subject to architectural approval from Seller as set forth in Section 2 and any approval procedures set forth in the Declaration.

13. Conditions to Closing. The respective obligations of Seller and Buyer to complete the purchase of the Property are subject to the satisfaction or waiver of the conditions set forth below for its or their benefit at or prior to Closing.

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

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

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

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

13.1.4. Subdivision Approval. The City shall have approved the sale of the Property under applicable subdivision ordinances of the City.

13.1.5. No Material Change. Buyer shall have satisfied itself by a final inspection of the Property that there has been no material change in the condition of the Property or any circumstance that has occurred since the Property Approval Deadline which shall materially affect the Property.

13.1.6. Transfer to Public Entity. Buyer shall have satisfied itself that Seller can transfer and convey the Property to a public entity, without conditions, restrictions, limitations, or approvals, other than those set forth herein.

13.2. Conditions to Seller's Obligations. Seller's obligation to sell the Property shall be subject to satisfaction or waiver of the following conditions:

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

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

13.2.3. Subdivision Approval. The City shall have approved the sale of the applicable portion of the Property under applicable subdivision ordinances of the City.

13.3. Escrow Cancellation. Upon any cancellation or termination of this Agreement and the cancellation of Escrow by reason thereof, allocation of costs and expenses incurred in such cancellation and the refund of the Deposit shall be governed by the provisions of the section pursuant to which such cancellation or termination shall be authorized. Upon any termination, Buyer's obligation to restore the Property and to indemnify Seller, as set forth in Section 8.2 hereof, shall survive any termination or cancellation of this Agreement. In the event that this Agreement shall be canceled in accordance with any provision of this Agreement where an allocation of payment of cancellation charges has not been specifically set forth, then Seller and Buyer shall each pay one-half (1/2) of any and all title and escrow cancellation charges due to Escrow Agent or the Title Company.

13.4. Buyer's Default. IN THE EVENT ESCROW FAILS TO CLOSE BY REASON OF BUYER'S DEFAULT, THEN SELLER AGREES TO TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND ESCROW AGENT, WHEREUPON ESCROW SHALL BE CANCELED AND, UNLESS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ALL DOCUMENTS SHALL BE RETURNED TO THE RESPECTIVE PARTIES WHO DEPOSITED THE SAME, AND BUYER SHALL PAY ALL TITLE AND ESCROW CANCELLATION CHARGES. IN ADDITION, SELLER AND BUYER AGREE THAT, BASED ON THE CIRCUMSTANCES NOW EXISTING, KNOWN OR UNKNOWN, IT WOULD BE EXCESSIVELY COSTLY AND IMPRACTICABLE TO ESTABLISH SELLER'S DAMAGES BY REASON OF BUYER'S DEFAULT RESULTING IN A FAILURE OF THE ESCROW TO CLOSE, AND, THEREFORE, BUYER AND SELLER AGREE THAT IT WOULD BE REASONABLE TO AWARD SELLER LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSIT. SELLER AND BUYER ACKNOWLEDGE AND AGREE THAT THE DEPOSIT IS REASONABLE AS LIQUIDATED DAMAGES FOR A DEFAULT OF BUYER THAT RESULTS IN A FAILURE OF THE ESCROW TO CLOSE AND SHALL BE IN LIEU OF ANY OTHER RELIEF, RIGHT OR REMEDY, AT LAW OR IN EQUITY, TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED BY REASON OF BUYER'S DEFAULT THAT RESULTS IN THE FAILURE OF THE ESCROW TO CLOSE. NOTHING CONTAINED HEREIN SHALL LIMIT SELLER'S RIGHTS AND REMEDIES TO ENFORCE BUYER'S INDEMNIFICATION OBLIGATIONS CONTAINED HEREIN. IN THE EVENT SELLER TERMINATES THIS AGREEMENT BECAUSE OF BUYER'S DEFAULT, ESCROW AGENT SHALL DELIVER THE DEPOSIT TO SELLER IN ACCORDANCE WITH THIS SECTION.

13.5. Seller's Default. In the event of a default by Seller of its obligations under this Agreement, Buyer shall have the right to elect, as Buyer's sole and exclusive remedy, to either (i) terminate and receive a refund of the Deposit, or (ii) commence and prosecute to completion an action for specific performance of this Agreement, provided that said action shall be commenced not later than six (6) months after the date of Seller's Default. In any event, Buyer hereby waives and relinquishes all claims for damages, including but not limited to lost profits, consequential damages, costs or attorneys' fees (except costs and attorneys' fees in connection with an action for specific performance) arising by reason of Seller's default.

14. Seller Representations and Obligations. Seller represents and warrants to Buyer as set forth in this section, which representations and warranties shall survive the Closing, and Seller acknowledges that but for such representations and warranties, Buyer would not execute this Agreement. As used in this section, the term "to the best of Seller's knowledge" means the actual knowledge (as contrasted with implied, imputed, or constructive knowledge) of G. Scott Dean, but without any investigation. It is expressly provided that the representations and warranties contained in this Agreement, including specifically but without limitation, this Section 14, shall be applicable only to the Property and notwithstanding Seller's involvement in the ownership and development of the remainder of

the real property which comprises the Development, nothing contained herein shall be construed to be applicable to any real property except the Property.

14.1. Authority to Execute Agreement. Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required corporate action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms.

14.2. Pending Claims. There are no claims, causes of action or other litigation or proceedings initiated by or pending against Seller (other than those necessary to obtain governmental approvals for development of the Property) or, to the best of Seller's knowledge, threatened against Seller in respect to Seller's ownership, operation or environmental condition of the Property.

14.3. Environmental Conditions. To the best of Seller's knowledge (i) there is not, nor has there been, any violation of "Environmental Laws" related to the Property or the presence or release of "Hazardous Materials" on or from the Property, (ii) neither Seller nor any prior or other occupant has manufactured, introduced, released or discharged from or onto the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), (iii) neither Seller nor any prior or other occupant has used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws, (iv) there are no underground storage tanks located on the Property, nor have there been such tanks located on the Property, (v) there have been no claims made or threatened by any third party against Seller or the Property relating to damage, cost recovery compensation, contribution loss or injury resulting from any Hazardous Materials, and (vi) there are and have been no enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws relating to any Hazardous Materials and affecting the Property. The term "Environmental Laws" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement, together with their implementing regulations, guidelines, rules or orders as of the date of this Agreement, and all state, regional, county, municipal and other local laws, regulations, ordinances, rules or orders that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials. The term "Hazardous Materials" includes petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), and any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law.

14.4. Bankruptcy Issues. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

14.5. Non-Foreign Status. In accordance with Section 1445 of the Internal Revenue Code, Seller is not now, and at Closing will not be, a "foreign person" (being a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and income tax regulations). Seller's tax identification number is 87-00687704. Seller shall also

sign and deliver at Closing a separate affidavit in form and content reasonably satisfactory to Buyer and Escrow Agent confirming the foregoing information.

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

14.7. No Adverse Claims. To the best of Seller's knowledge, there exists no adverse claim by any person or persons (including but not limited to adjoining property owners) and no encroachments with respect to the Property.

14.8. No Material Defects. To the best of Seller's knowledge, there exists no violation of any law or regulation relating to the Property that would materially limit or in any manner materially interfere with the development and use of the Property in accordance with Buyer's contemplated development or use of the Property identified in this Agreement.

14.9. Taxes. To the best of Seller's knowledge, all transaction privilege taxes, sales taxes, personal property taxes and similar taxes owed by Seller in connection with the Property, if any, have been or will at Closing be paid. Seller's sale of the Property is not subject to any federal, state or local withholding obligation of Buyer under applicable tax laws.

14.10. ERISA. Seller is not, nor is Seller acting on behalf of, an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended, or an entity deemed to hold "plan assets," within the meaning of 29 C.F.R. § 2510.3-101, of any such employee benefit plan or plans.

14.11. No Encumbrances. At Closing, the Property shall be free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions and restrictions of any kind or character other than the Permitted Exceptions, which include the Declaration, and those liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions and restrictions contemplated by this Agreement or caused by the acts of Buyer.

14.12. No Conflict. Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents referenced herein, conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Seller is a party or affecting the Property.

14.13. No Other Purchase Agreements. Seller has not entered into any other current contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property.

14.14. Indemnification by Seller. Seller hereby indemnifies and agrees to defend and hold Buyer harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees and other litigation expenses) Buyer may suffer, sustain or incur as a result of any breach by Seller of the representations and warranties specifically set forth in this Agreement.

Seller's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of Closing with the same force and effect as if remade by Seller in a separate certificate at that time. The truth and accuracy of Seller's representations and warranties made herein shall constitute a condition to Buyer's obligation to continue to Closing and shall survive and shall not merge into the recording of the Deed and Closing.

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

15.1. Authority to Execute Agreement. Buyer has full authority and power to execute this Agreement; provided, however, that this agreement must be ratified and accepted by the Board of Education of Granite School District. Only upon such ratification and acceptance shall this Agreement be binding upon Buyer. Such ratification by the Board of Education shall constitute confirmation that the individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same in Buyer's behalf and to bind Buyer thereto.

15.2. Indemnification by Buyer. Buyer hereby indemnifies and agrees to defend and hold Seller harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees and other litigation expenses) Seller may suffer, sustain or incur as a result of any breach by Buyer of the representations and warranties specifically set forth in this Agreement.

16. Mutual Representations and Warranties. In addition to all other representations and warranties made in this Agreement, each party represents and warrants to the other as set forth in this section.

16.1. Organization. For any party which is not a natural person, such party is at the time of the execution of this Agreement and will be at Closing, duly organized and existing, qualified to do business in Utah and in good standing under and by virtue of the laws of the State in which it was formed, and it has full right, power and authority to carry on its business and to execute, deliver and perform, comply with and consummate this Agreement and the Closing contemplated herein.

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

17. Option to Repurchase the Property. Seller hereby reserves to itself and Buyer hereby grants to Seller, an option to repurchase the Property (the "Option") which may be exercised only upon the occurrence of either of two specific conditions set forth in this Section 17 and which shall be subject to the terms and conditions of this Section 17. The Option may be exercised by Seller if, and only if, either (i) Buyer has not commenced construction of a public school on the Property within four (4) years of the Closing Date (the "Construction Commencement Deadline"), or (ii) Buyer, in its sole discretion, formally elects to not construct a public school upon the Property, has declared the Property to be surplus and has determined to sell the Property. In any event, the Option shall expire upon commencement of construction provided, however, that the construction of the public school shall be diligently prosecuted to completion. Seller may exercise the Option only pursuant to Section 17.1 or 17.2 below by giving written notice to Buyer and Escrow Agent of Seller's election to repurchase the Property.

17.1. Construction Option. For purposes of this Section 17, "commenced construction" shall mean the completion of substantial grading of the Property and the completion of the pouring of the footings, foundations and/or floor slab for the public school. In the event the Buyer has not commenced construction by the Construction Commencement Deadline, Seller may exercise the Option at any time within six (6) months after the Construction Commencement Deadline, by giving written notice to Buyer and Escrow Agent of Seller's election to repurchase the Property; provided, however, that the Option may no longer be exercised if the Buyer has commenced construction even if such construction shall have commenced after the Construction Commencement Deadline, but prior to the date Seller exercises the Option. Notwithstanding the foregoing, even if Buyer shall not have commenced construction as required, Seller may not exercise the Option if (i) Buyer has delivered Seller prior to the Construction Commencement Deadline, written notice of Buyer's intent to construct a "Park," as defined below, upon the Property, and (ii) construction of the Park is completed within one (1) year of the date of Buyer's notice of its intent to construct such Park. Once the Park is completed, so long as the Park is maintained by Buyer and open for use by the general public in the same manner as any school grounds otherwise owned by Buyer, the Option shall remain in effect, but Seller may not exercise the Option pursuant to this Subsection 17.1. A "Park" shall mean that the entire Property shall be graded and planted in grass typical of a lawns planted for public schools owned by Buyer, with installed sprinkling systems and such other improvements as may be required to permit public access to and use of the Property. Buyer shall have no duty to install playground or other recreational equipment or other improvements in the Park. In the event that Seller reasonably determines that the Park is not being maintained, Seller may provide written notice of such determination to Buyer. In the event that the stated maintenance deficiencies are not cured within thirty (30) days of the date of such notice, Seller may thereafter exercise the Option at such time as Seller may elect so long as the Option is exercised prior to the commencement of construction or the cure of the maintenance deficiencies in the Park. In the event that Seller exercises the Option pursuant to this subsection, then Seller and Buyer shall proceed with the repurchase of the Property by Seller in accordance with the applicable provisions of this Section 17.

17.2. Resale Option. Seller's right to exercise the Option pursuant to this Subsection 17.2 shall be effective even if Seller shall have had the right to exercise the Option pursuant to Subsection 17.1, but did not in fact exercise the Option. Buyer shall have the right, in the exercise of its sole and absolute discretion, to determine that it shall not construct a public school upon the Property and that Buyer shall sell the Property as surplus. Such determination shall be made by a formal action of the governing board of Buyer. Buyer shall provide Seller written notice of any such decision (a "Notice of Sale"). In such event, Seller may exercise the Option at any time within ninety (90) days after Seller's receipt of a Notice of Sale, by giving written notice to Buyer and Escrow Agent of Seller's election to repurchase the Property. In the event that Seller shall fail to exercise the Option by delivery of a notice to repurchase, then Buyer may proceed with the sale of the Property to any party upon such terms and conditions as Seller may wish. In the event of a sale to a third party pursuant to this subsection, the Property shall remain subject to all matters of record, but the use restriction set forth in Section 3.10 shall no longer be applicable. In the event that Buyer has not closed the sale of the Property to a third party within fifteen (15) months of the date of the Notice of Sale, then the right to exercise the Option pursuant to this Subsection 17.2 shall then again be applicable and Buyer shall be required to provide a subsequent Notice of Sale if it intends to pursue the sale of the Property and, upon receipt of such Notice of Sale, Seller shall again have the right to exercise the Option. In the event that Seller exercises the Option pursuant to this subsection, then Seller and Buyer shall proceed with the repurchase of the Property by Seller in accordance with the applicable provisions of this Section 17. The commencement of construction of the public school, as defined in Subsection 17.1 above, shall automatically terminate the Option described in this Subsection 17.2.

17.3. Repurchase. At the time of Seller's repurchase of the Property from Buyer, Buyer shall convey title to the Property to Seller subject only to (i) current taxes not yet delinquent; (ii)

the Permitted Exceptions existing as of the Closing of the sale of the Property from Seller to Buyer; and (iii) matters affecting title which are created, made, assumed, consented to or requested in writing by Seller. Upon any exercise of the Option by Seller, Buyer shall convey the Property to Seller in substantially the same physical condition as existed on the Closing Date, subject, however, to any work done on the Property which Seller has agreed in writing to accept. Buyer shall be responsible, at its sole cost and expense, to deliver to Seller the Property in substantially the same physical condition or status of title as existed at Closing. Buyer shall convey the Property to Seller under this Option by special warranty deed (the "Option Deed").

17.4. Repurchase Price. The purchase price for the Property which Seller shall pay Buyer under the Option as consideration for repurchase of the Property (the "Option Price"), shall be equal to the Purchase Price which Buyer shall pay Seller for the Property calculated pursuant to Section 4 above; provided, however, that such Purchase Price shall be adjusted by multiplying the Purchase Price by a fraction, the denominator of which is the average index figure for the twelve months preceding the date of this Agreement, as published in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers – All items or any replacement or comparable index measuring consumer purchasing power reasonably selected by Landlord (hereinafter referred to as the "CPI"), and the numerator of which is the average CPI index figure for the number of whole months between the date hereof and the date of Seller's exercise of the Option. The Option Price shall not be less than the Purchase Price paid by Buyer at the Closing.

17.5. Option Escrow. Within five (5) days after Seller's exercise of the Option, Escrow Agent shall open an escrow account (the "Option Escrow") for the transaction contemplated by the Option. The Option Escrow shall be subject only to approval by Seller of a then current preliminary title report on the Property. Any exceptions shown thereon created on or after Closing, and disapproved by written notice to Buyer, shall be removed by Buyer, at its sole expense, at or prior to the "Option Closing." In the event that the Property is encumbered by a mortgage or deed of trust, Seller may unilaterally instruct Escrow Agent to satisfy the indebtedness secured thereby out of the proceeds payable to Buyer through Escrow. Any additional amount necessary to satisfy such indebtedness shall be paid by Buyer at or before the Option Closing.

17.6. Option Closing. The closing of the repurchase of the Property pursuant to the Option (the "Option Closing") shall occur not later than thirty (30) days following Seller's exercise of the Option. Seller shall pay the Option Price in cash, by wire transfer or another method which will provide that Escrow Agent shall have in its possession at the Option Closing, funds available for the immediate disbursement in accordance with applicable laws and regulations. Buyer and Seller shall each pay one-half (1/2) of any escrow fees. Buyer shall pay for recording the Option Deed, and for a standard form owner's coverage policy of title insurance from the Title Company in favor of Seller as the insured therein and in the amount of the Option Price, showing title to the Property vested in Seller or its assigns free and clear of all liens, encumbrances, or other title exceptions other than those set forth in this Section 17. Any other costs or expenses shall be allocated between the parties in the manner customary in Salt Lake County, Utah.

17.7. Expiration of Option. Even if Seller has exercised the Option pursuant to Section 17.1 above, so long as the Option Closing has not occurred, the Option shall expire and Seller shall have no further or continuing right to exercise the option or proceed to the Option Closing upon Buyer's commencement of construction on the Property and delivery of written notice of the same to Seller and Escrow Agent. In the event that Seller has exercised the Option and the Option expires as a result of Buyer's commencement of construction on the Property, Buyer shall be responsible to pay any and all cancellation charges levied by Escrow Agent or the Title Company and shall reimburse Seller for

attorneys' fees incurred in the exercise of the Option and all matters related to Seller's preparations to repurchase the Property; provided that such amount shall not exceed Five Thousand Dollars ($5,000).

17.8. Memorandum of Option. At Closing, Seller and Buyer shall execute and cause to be recorded a memorandum which shall provide notice on the records of Salt Lake County, State of Utah of the existence of the Option. Such memorandum shall be in form and content reasonably acceptable to Seller and Buyer. Upon any termination of the Option, at the request of Buyer, Seller shall execute and deliver to Buyer, a notice of the termination of the Option.

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

19. Assignment or Transfer. Buyer shall not assign its rights and interest under this Agreement to any person or entity without Seller's express prior written consent, which consent may be withheld by Seller in its sole discretion.

20. Eminent Domain Proceedings. If at any time during the term of Escrow all or any portion of the Property or an interest therein is threatened with condemnation by any party other than Buyer, or legal proceedings are commenced by a party other than Buyer under the power of eminent domain, or any notice of intended condemnation or proceedings in the nature of eminent domain are filed by a party other than Buyer, then Seller shall notify Buyer of same in writing, and Buyer shall, within ten (10) days of the date of such notice, elect to either (i) proceed to Closing, in which event Seller shall assign to Buyer all rights to receive condemnation proceeds and awards, or (ii) terminate this Agreement and cancel Escrow by giving written notice to Escrow Agent and the other party. In the event that Buyer shall not have made such election within said ten (10) days, then this Agreement shall be deemed terminated. In the event Buyer elects to terminate this Agreement and cancel Escrow, all documents held by Escrow Agent shall be returned to the respective parties who deposited the same, Seller and Buyer shall each pay one-half (1/2) of all title and escrow cancellation charges, the Deposit shall be returned to Buyer, and each party shall be excused from any further obligations hereunder or liability to the other party except as to Buyer's obligations to Seller under Section 8.2.

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

22. Survivability. All covenants of Buyer or Seller which are expressly intended hereunder to be performed in whole or in part after the Closing, including specifically but without limitation Buyer's obligations under Sections, 3.11 and all representations, warranties and indemnities by either party to the other, shall survive Closing and be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, successors and permitted assigns. Any agreements, understandings, warranties or representations not expressly contained herein shall in no way bind either Seller or Buyer. Seller and Buyer waive any right of rescission and all claims for damages by reason of any statement, representation, warranty, promise and/or agreement, if any, not contained in or attached to this Agreement. Notwithstanding anything herein to the contrary, all representations and warranties contained herein shall

expire one (1) year after the date of this Agreement and no claim related to any breach thereof, whether for indemnification or otherwise, may be filed or commenced after such date. Every provision intended to performed and applicable after the closing of the purchase of the Property shall survive the delivery and recording of a deed to the Property.

23. Broker's Commission. Seller and Buyer acknowledge and agree that no agents or brokers were used in the transactions covered by this Agreement. Each of Seller and Buyer represents to the other that to the best of its knowledge, no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with the transactions covered by this Agreement. Each party agrees to and does hereby indemnify, defend, save, and hold harmless the other from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of such indemnifying party in connection with the transactions covered by this Agreement.

24. Licensed Brokers or Agents. Seller does hereby disclose that some employees of Seller are licensed real estate brokers or agents in the State of Utah. All such persons are acting as employees of Seller and no person is acting as a broker, agent or in any other representative capacity, express or implied, for Buyer or any other party.

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

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

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

If to Seller:	Suburban Land Reserve, Inc. 5 Triad Center, Suite 325 Salt Lake City, UT 84180 Attention: G. Scott Dean Fax No. (801) 320-4676
With a copy to:	Kirton & McConkie 60 East South Temple, Suite 1800 Salt Lake City, UT 84111 Attn: Read R. Hellewell, Esq. Fax No. (801) 321-4893
If to Buyer:	Board of Education of Granite School District 2500 South State Street Salt Lake City, UT 84115 Attn: David F. Garrett Fax No. (801) 646-4578
With a copy to:	Fabian & Clendenin 215 S. State Street, 12th Floor Salt Lake City, UT 84151-0210 Attn: John E. S. Robson Fax No. (801) 596-2814

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

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

29. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, including specifically, but without limitation, the letter of intent between the parties dated April 9, 2008, are hereby superseded and merged herein.

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

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

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

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

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

35. Exhibits. All exhibits to this Agreement are incorporated herein by this reference.

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

37. No Offer. Submission of this Agreement by Seller to Buyer shall not be deemed an offer to Buyer to sell the Property. Seller shall not be bound hereby in any manner until its delivery to Buyer of an executed copy hereof signed by Seller, already having been signed by Buyer.

38. Threat of Condemnation. Buyer is a public entity which under the laws of the State of Utah has the power of eminent domain. Seller is entering into this Agreement under threat that Buyer will invoke such power of condemnation to acquire the Property.

[SIGNATURE PAGES FOLLOW]

Signature Page
To
Purchase Agreement and Escrow Instructions

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

Seller: SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: _____
G. Scott Deem
Its: President

Signature Page
To
Purchase Agreement and Escrow Instructions

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

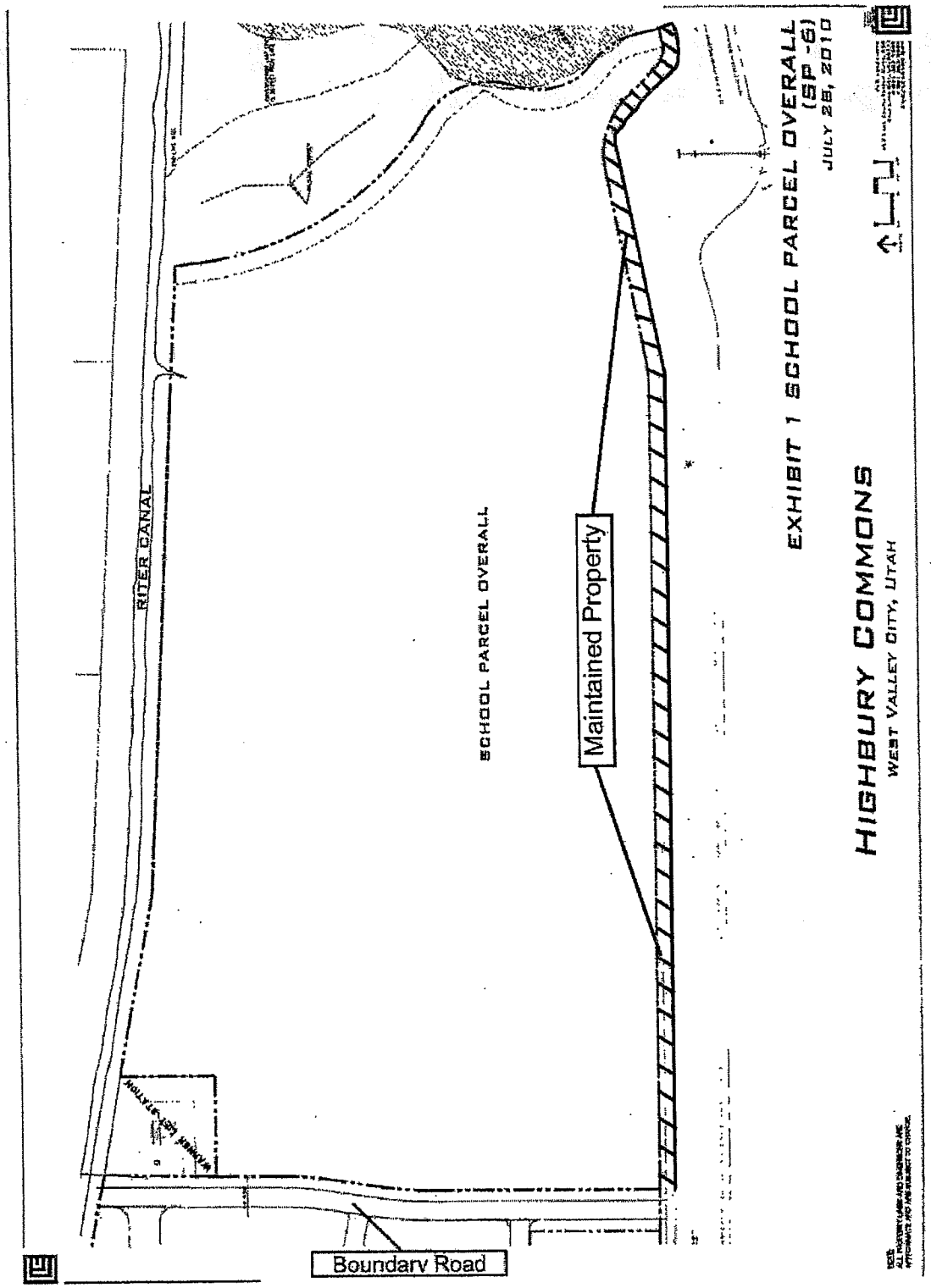
Buyer: BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT,
a body corporate and politic of the State of Utah

By: Sarah R. Meier
Name: Sarah R. Meier
Its: Chair of Board of Education

By: David J Garrett
Name: David Garrett
Its: Business Administrator

Exhibit "A"
to
Purchase Agreement and Escrow Instructions

[Property Diagram]



4842-6636-2632.1

Exhibit "B"
to
Purchase Agreement and Escrow Instructions

[Assessment Waiver Clause]

Conditional Waiver of Assessments. The Declaration provides that all real property that shall be subject to the provisions of the Declaration shall be responsible for the payment of certain "Assessments," as that term is defined in the Declaration, as same shall be levied, assessed and collected in accordance with the provisions of the Declaration. Notwithstanding such provisions in the Declaration, so long as the Supplemental Property shall be used as a public school, funded by generally assessed taxes, no Assessments shall be levied against the Supplemental Property under the provisions of the Declaration and the Owner of the Supplemental Property shall not be responsible for the payment of any Assessment levied against other Owners of real property subject to the Declaration. In connection therewith, the acreage or square footage contained within the Supplemental Property shall not be included in any computation made for the purpose of apportioning Assessments among owners of real property otherwise duly levied in accordance with the provisions of the Declaration. Other provisions of the Declaration shall be applicable to the Property. So long as Granite School District (the "District") shall be the owner of the Supplemental Property, this provision shall be effective for a period of four (4) years from the date of the recording of this document even if no improvements have been constructed. Thereafter, this provision shall be effective if either (i) improvements are being or have been constructed that are being used as a public school, or (ii) a "Park" has been constructed upon the Supplemental Property and the District remains the owner of the Supplemental Property. A "Park" shall mean that the entire Supplemental Property shall be graded and planted in grass typical of lawns planted for public schools owned by the District, with installed sprinkling systems and such other improvements as may be required to permit public access to and use of the Property. The District shall have no duty to install playground or other recreational equipment or other improvements on the Supplemental Property.

Exhibit "C"
to
Purchase Agreement and Escrow Instructions

[Walkway Easement]

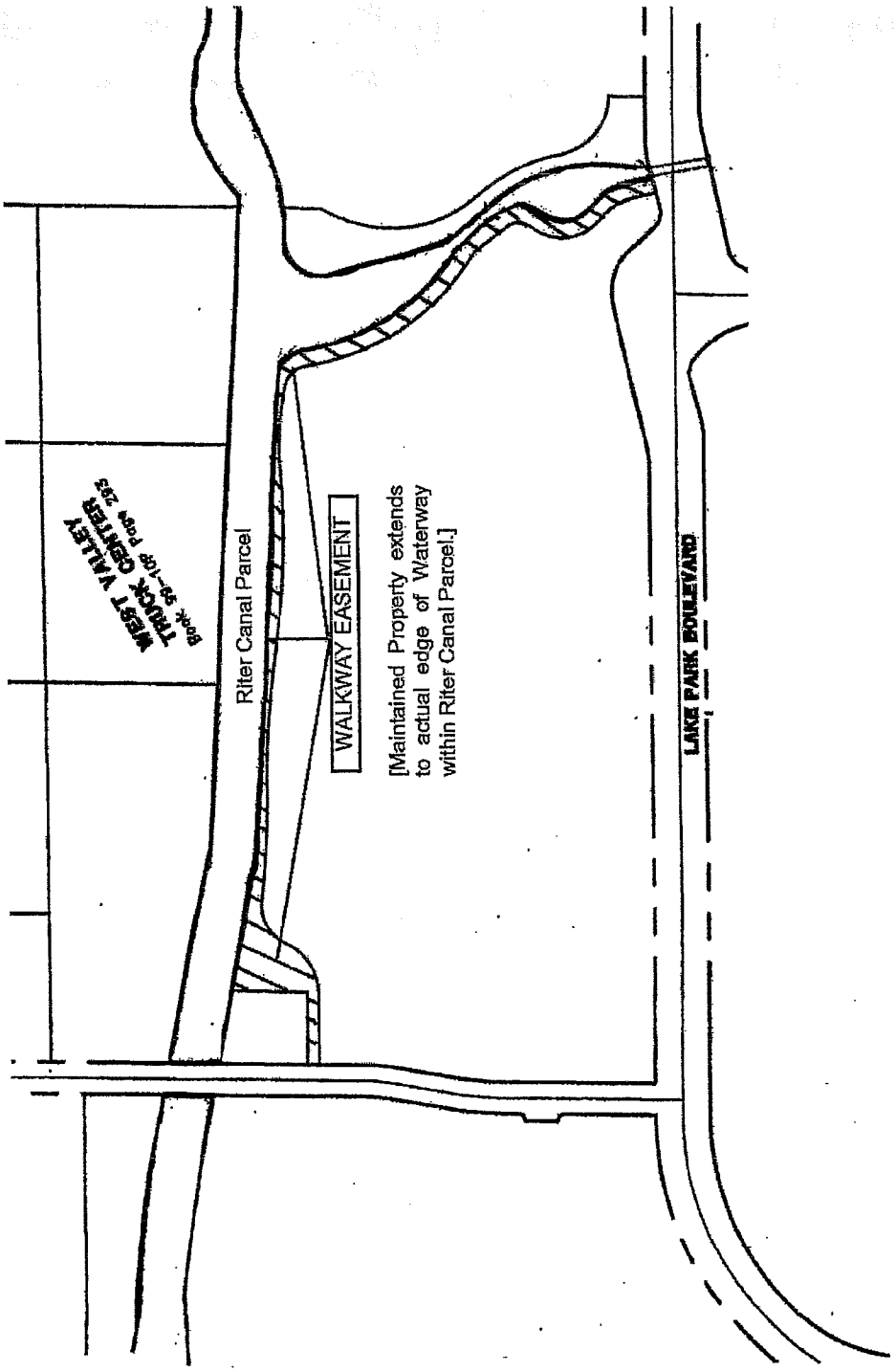


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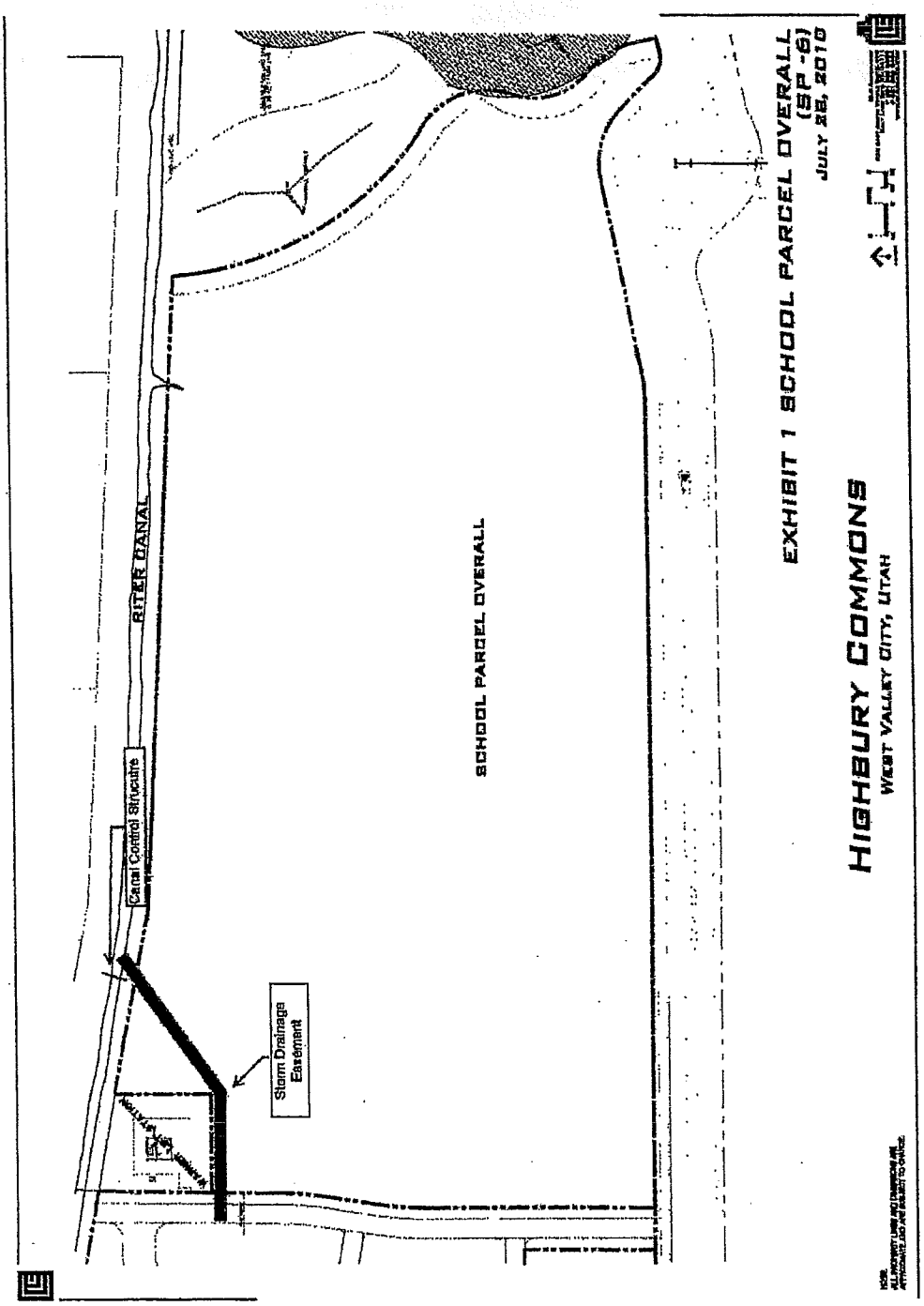
Exhibit "D"
to
Purchase Agreement and Escrow Instructions

[Storm Drainage Easement]



4842-6636-2632.1

Exhibit "E"
to
Purchase Agreement and Escrow Instructions

[Form of Restrictive Covenant]

When recorded mail to:
Read R. Hellewell
Kirton & McConkie
60 East South Temple, Suite 1800
Salt Lake City, UT 84111-1004

Tax Parcel Nos. (for information purposes only):

(Space above this line for Recorder's use only.)

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this "Declaration") is made this ___ day of January, 2011 by SUBURBAN LAND RESERVE, INC., a Utah corporation ("Declarant"), in contemplation of the following facts and circumstances:

G. Declarant is the owner of real property covering approximately 330 acres in West Valley City, Utah (the "City"), which Declarant is developing as Highbury Commons at Lake Park, a commercial, residential and mixed-use development (the "Development").

H. The Development is or will be subject to the terms and conditions of that certain Master Declaration of Easements, Covenants and Restrictions for Highbury Commons at Lake Park, dated September 26, 2006, and recorded with the Salt Lake County Recorder, State of Utah, on October 6, 2006, as Entry No. 9868362 in Book 9362 beginning at Page 804, as same may be amended from time to time in accordance with the provisions thereof (the "Declaration").

I. The Development includes approximately 29.05 acres located at approximately 5300 West and Highbury Parkway, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property"), which Declarant intends to be developed and used as a public school, which will complement and integrate well with Declarant's intended development of the remainder of the Development.

J. In addition to the easements, covenants and restrictions imposed on the Property by the Declaration, Declarant desires to restrict the use of the Property, as set forth herein.

NOW THEREFORE, it is hereby declared as follows:

1. Restrictive Covenant. The Property shall be used for the sole purposes of the development, construction, occupation, and operation of a public school and related facilities as are traditionally associated with a public school, such as parking facilities and recreation areas (the "Restrictive Covenant"). In no event shall the Restrictive Covenant be deemed to permit the use of the

Property for purposes other than the operation as a public school, even if such uses, such administrative offices other those related specifically to administration of the school on the Property, transportation, kitchen or warehousing facilities, are owned by a public school district. So long as Granite School District (the "District") shall be the owner of the Property, the Property may also be used as a "Park." A "Park" shall mean that the entire Property shall be graded and planted in grass typical of a lawns planted for public schools owned by the District, with installed sprinkling systems and such other improvements as may be required to permit public access to and use of the Property. The District shall have no duty to install playground or other recreational equipment or other improvements in the Park.

2. Enforcement of Restrictive Covenants. Declarant, or any party to whom Declarant may assign the rights granted under this Declaration, shall have the authority to enforce the Restrictive Covenant against any person or persons violating or attempting to violate the same and may enter proceedings at law or in equity to restrain a violation of the Restrictive Covenant and to recover damages for the breach or violation thereof. A violation of the Restrictive Covenant may result in immediate irreparable harm for which monetary damages alone are not adequate.

3. Duration. The Restrictive Covenant shall automatically expire on the date which shall be twenty (20) years from the date of recordation of this Declaration in the official records of the Salt Lake County Recorder.

4. Covenants Run with the Land. The Restrictive Covenant created hereby shall run with the land and shall be binding upon any owner or occupant of the Property or any part thereof.

5. Amendment. This Declaration may be amended only by recorded written instrument signed by Declarant and the owner of the Property as of the date of the recording of this Amendment. Any such amendment shall take effect upon such recording.

6. No Third Party Beneficiary. This Declaration has been executed and recorded for the benefit of Declarant, its successors or assigns, and any subsequent owner of the Property. No other party shall be construed to be an intended third party beneficiary of any of the rights, duties or obligations set forth herein and no party other than Declarant, it successors or assigns, or the then current owner of the Property shall, therefore, have the right to enforce any provision hereof.

7. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

8. Captions. The titles, headings and captions used herein are for convenience only and are not a part of this Declaration and shall not be considered in construing, nor shall same be used to limit or amplify the terms and provisions hereof.

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

10. Governing Law. This Declaration and the exhibit attached hereto shall be governed by and construed under the laws of the State of Utah.

[Signature Page Follows]

EXECUTED to be effective as of the date of recording in the Office of the Recorder of Deeds of Clay County, Missouri.

DECLARANT: SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: _____
Name: G. Scott Dean
Title: President

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by G. Scott Dean, the President of Suburban Land Reserve, Inc., a Utah corporation.

_____
NOTARY PUBLIC

EXHIBIT "A"
to
Declaration of Restrictive Covenant

[Legal Description of the Property]

Real property located in Salt Lake County, State of Utah, and more particularly described as follows:

Wells Fargo Bank Northwest N.A.
3300 South State Office
Salt Lake City, Utah 84115

11-24
1210(8)

GRANITE SCHOOL DISTRICT

2500 SOUTH STATE, SALT LAKE CITY, UTAH 84115-3110

00862020

ISSUED DATE: 12/21/2010

THIS CHECK IS VOID AFTER SIX MONTHS

VOID VOID VOID

PAY **FIFTY THOUSAND AND 00/100 DOLLARS**

PAY THIS AMOUNT
$50000.00**

TO THE ORDER OF
TITLE WEST
2735 E PARLEY'S WAY
SUITE 201
SALT LAKE CITY UT 84109

Sarah R. Meier
President

Business Administrator/Treasurer

⑈00862020⑈ ⑆121000248⑆ 0630005205⑈

Check Issue Date: 12/21/2010

Batch ID: PW

Check Number: 00862020

GRANITE SCHOOL DISTRICT
ACCOUNTS PAYABLE DEPARTMENT
2500 SOUTH STATE STREET
SALT LAKE CITY, UTAH 84115-3110
(385)646-4300

Payee: TITLE WEST
2735 E PARLEY'S WAY
SUITE 201
SALT LAKE CITY UT 84109
GSD VENDOR NO.144385

Account Number	Reference	Invoice Number / Description	Gross Payment	Discount	Net Payment
32-017-11-0971-4202-0717	PV-466636	LAND PURCHASE/5370 LAKE PK B	18,080.00	0.00	18,080.00
32-017-11-0973-4202-0717	PV-466636	LAND PURCHASE/5370 LAKE PK B	31,920.00	0.00	31,920.00
		Page Total	50,000.00	0.00	50,000.00
		Check Total	50,000.00	0.00	50,000.00

TAIN THIS STUB AS YOUR DETAIL RECORD OF PAYMENT

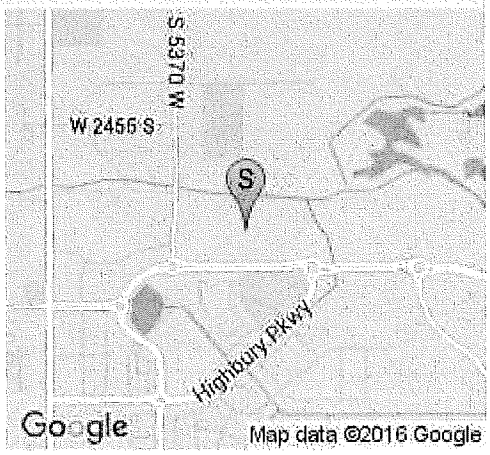
Exhibit 4

SLCo ---> Assessor ---> Parcel Search ---> Valuation Summary ---> Printable Version

Parcel	14-24-376-006-0000
Owner	BOARD OF EDUCATION OF GRANITE SCHOOL DI
Address	2701 S DAYBURY DR
Total Acreage	28.95
Above Ground sqft.	
Property Type	811 - BEE HIVES
Tax District	29

Value History

	Record	Land Value	Building Value	Market Value	Tax Rate
2015		$ 5,754,200	$ 0	$ 5,754,200	not set
2014	1	$ 5,274,700	$ 0	$ 5,274,700	.0165290
	2	$ 5,274,718	$ 0	$ 0	
	3	$ 0	$ 0	$ 0	
2013	1	$ 5,164,000	$ 0	$ 5,164,000	.0172640
	2	$ 5,164,049	$ 0	$ 0	
	3	$ 0	$ 0	$ 0	
2012	1	$ 5,164,000	$ 0	$ 5,164,000	.0171660
	2	$ 5,164,049	$ 0	$ 0	
	3	$ 0	$ 0	$ 0	



40.713537740,-112.016387100

Land Record 14-24-376-006-0000

Record ID	1	Influence Effect		Lot Shape	IRREGULAR	Traffic	LIGHT
Lot Use	INDUSTRIAL	Assmt. Class	COM-SECONDRY	Lot Location	INTERIOR	Traffic Influence	TYPICAL
Lot Type	PRIMARY-ACRE	Lot Depth		Neighborhood	6460	Street type	TWO-WAY
Land Class		Acres	28.95	Nbhd Type	DEVELOPING	Street Finish	PAVED
Income Flag		Zone	M	Nbhd Effect	TYPICAL	Curb Gutter	N
Seasonal use		Sewer	PUBLIC	Topography	LEVEL	Sidewalk	N
Influence Type		Number Lots					

Record ID	2	Influence Effect		Lot Shape	IRREGULAR	Traffic	LIGHT
Lot Use	AGRICULTURAL	Assmt. Class	AGR-SECONDRY	Lot Location	INTERIOR	Traffic Influence	TYPICAL
Lot Type	AGRICLT-ACRE	Lot Depth		Neighborhood	6460	Street type	TWO-WAY
Land Class	GRAZE-3	Acres	28.95	Nbhd Type	DEVELOPING	Street Finish	PAVED
Income Flag		Zone	M	Nbhd Effect	TYPICAL	Curb Gutter	N
Seasonal use		Sewer	PUBLIC	Topography	LEVEL	Sidewalk	N
Influence Type		Number Lots					

Click here for Classic Parcel Details Page Search Again?

This page shows the assessor's CAMA data, as it was, on May 22, 2015.

WEST VALLEY CITY
Unity Pride Progress

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

March 2, 2016

Board of Education of Granite School District
2500 South State Street
South Salt Lake, UT 84115

To Whom It May Concern:

As you may be aware, the West Valley City Planning Commission will be holding a public hearing at West Valley City Hall located at 3600 South Constitution Boulevard on March 23, 2016 at 4:00 pm to consider a proposed amendment to the City zoning map. If approved, this amendment would change the zoning on your property at 5200 West Lake Park Blvd. from 'M' (Manufacturing) to 'A-2' (Agriculture).

Regulations, prohibitions, and permitted uses for 'M' (Manufacturing) are set forth in the West Valley City Municipal Code in Sections 7-6-1100P – 7-6-1109. The regulations, prohibitions, and permitted uses for 'A-2' (Agriculture) are set forth in the West Valley City Municipal Code in Sections 7-6-200P – 7-6-215. The City also recommends that you review Title 7 of the City Code for additional information regarding City land use regulations. The City Code may be accessed at http://www.wvc-ut.gov/DocumentCenter/Home/View/1182 or by visiting City Hall during normal business hours.

You have the right to file objections to the proposed change in zoning. If an objection is received prior to the date of the hearing described above, that objection shall be considered by the Planning Commission in making its recommendation. All objections received shall be forwarded to the City Council when a final decision is made. You also have the right to appear at the public hearing to voice any concerns you may have.

Please feel free to contact the West Valley City Department of Planning and Zoning at 3600 South Constitution Boulevard or at (801) 963-3312 with any questions or concerns.

Sincerely,

Steve Pastorik, AICP
Planning Director/ Assistant CED Director

WEST VALLEY CITY
PLANNING COMMISSION

NOTICE OF ZONE CHANGE HEARING

NOTICE IS HEREBY GIVEN OF a study meeting to be held in the CED Conference Room on March 16, 2016, at 3:30 p.m. and a public hearing to be held in the Council Chambers, on March 23, 2016, at 4:00 p.m., or as soon as business permits, before the West Valley Planning Commission, both at West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah, on the following application requesting rezoning of the following described property in West Valley City, Utah:

Application #Z-1-2016, filed by West Valley City

To amend the zoning map of West Valley City by reclassifying the following described property from zone M (Manufacturing) to zone A-2 (Agriculture, minimum lot size 2 acres).

The property is located at 5200 West Lake Park Boulevard on 28.95 acres.

The public is invited to attend the public hearing and give written or oral comments.

DATED this 5th day of March 2016.

Nichole Camac
City Recorder

Deseret News | Utah Media Group | The Salt Lake Tribune

Remit to: 4770 S 5600 W
West Valley City, UT 84118

Order Confirmation for Ad #0001079668-01

Client	WEST VALLEY CITY	**Payor Customer**	WEST VALLEY CITY
Client Phone	801-963-3203	**Payor Phone**	801-963-3203
Account#	9001357001	**Payor Account**	9001357001
Address	3600 CONSTITUTION BLVD WEST VALLEY CITY, UT 84119 USA	**Payor Address**	3600 CONSTITUTION BLVD WEST VALLEY CITY, UT 84119
Fax		**Ordered By**	**Acct. Exec**
EMail	nichole.camac@wvc-ut.gov.	Nichole	mfultz

Total Amount	**$112.52**			
Payment Amt	**$0.00**	**Tear Sheets**	**Proofs**	**Affidavits**
Amount Due	**$112.52**	0	0	1

Payment Method **PO Number** App. Z-1-2016

Confirmation Notes:

Text: Nichole

Ad Type	Ad Size	Color
Legal Liner	2.0 X 32 Li	<NONE>

Product	Placement	Position
Salt Lake Tribune::	Legal Liner Notice - 0998	Public Meeting/Hear-ing Notices
Scheduled Date(s):	3/5/2016	
Product	**Placement**	**Position**
Deseret News::	Legal Liner Notice - 0998	Public Meeting/Hear-ing Notices
Scheduled Date(s):	3/5/2016	
Product	**Placement**	**Position**
utahlegals.com::	utahlegals.com	utahlegals.com
Scheduled Date(s):	3/5/2016	

Ad Content Proof Actual Size

WEST VALLEY CITY PLANNING COMMISSION

NOTICE OF ZONE CHANGE HEARING

NOTICE IS HEREBY GIVEN OF a study meeting to be held in the CED Conference Room on March 16, 2016, at 3:30 p.m. and a public hearing to be held in the Council Chambers, on March 23, 2016, at 4:00 p.m., or as soon as business permits, before the West Valley Planning Commission, both at West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah, on the following application requesting rezoning of the following described property in West Valley City, Utah:

Application #Z-1-2016, filed by West Valley City

To amend the zoning map of West Valley City by reclassifying the following described property from zone M (Manufacturing) to zone A-2 (Agriculture, minimum lot size 2 acres).

The property is located at 5200 West Lake Park Boulevard on 28.95 acres.

The public is invited to attend the public hearing and give written or oral comments.

DATED this 5th day of March 2016.

Nichole Camac
City Recorder
1079668 UPAXLP

WEST VALLEY CITY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UT 84119
PHONE: 801-963-3312

Date: March 9, 2016

Re: Z-1-2016

Dear Property Owner:

The application noted above has been filed with the West Valley City Planning Commission and initiated by West Valley City for a zone change from M (Manufacturing) to A-2 (Agriculture, minimum lot size 2 acres). The property is located at 5200 West Lake Park Boulevard on 28.95 acres. Should you desire additional information, please contact the Planning and Zoning Office at 3600 Constitution Boulevard, Phone 801-963-3312. Preliminary application information will be available on the West Valley City website (www.wvc-ut.gov) by 6:00 pm on Thursday, March 10, 2016. The staff analysis of this application as well as any final application materials will be available on the West Valley City website by 6:00 pm on Monday, March 21, 2016.

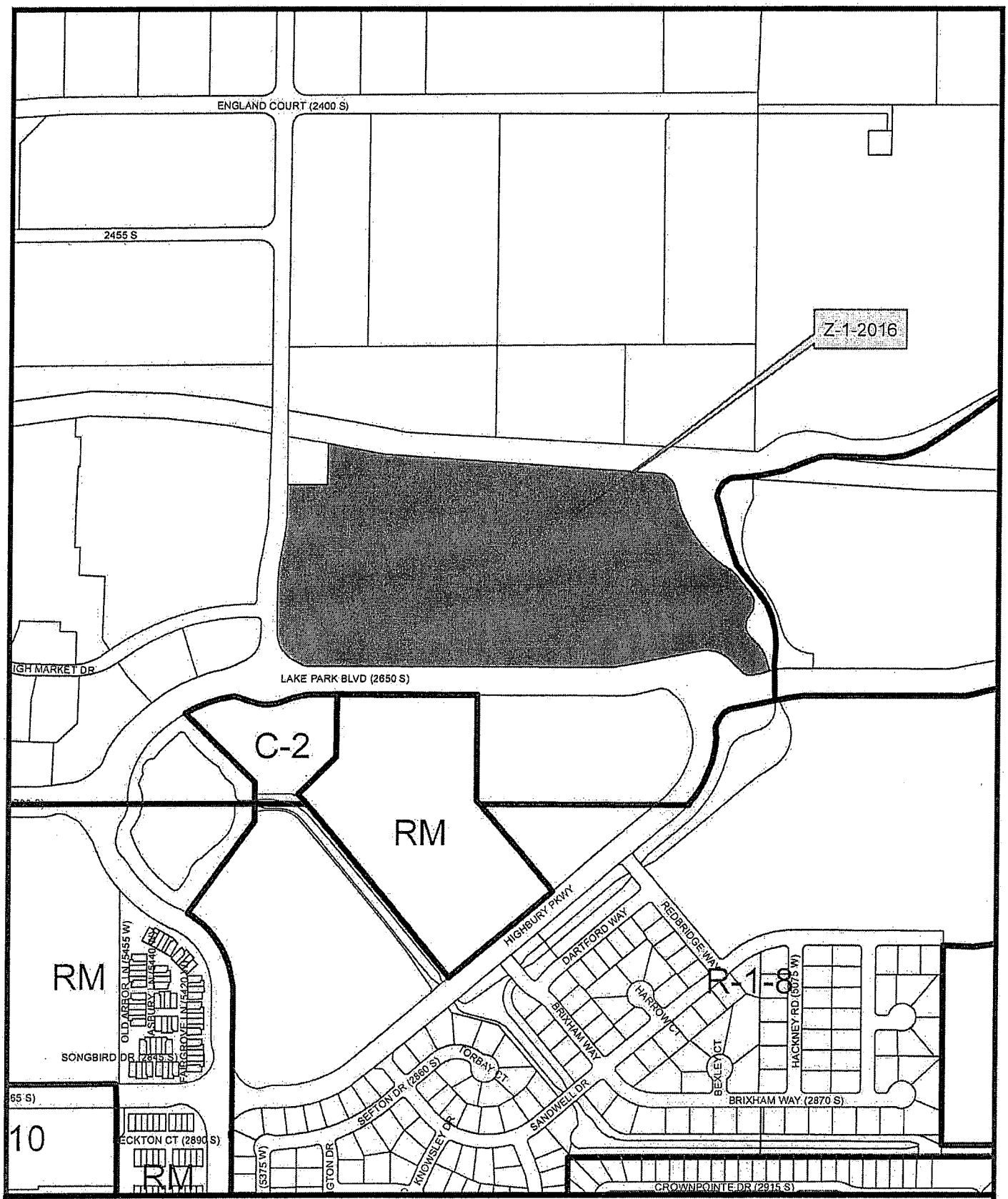
Since it is very difficult for us to inform all interested parties about this request, we would appreciate you discussing this matter with your neighbors and informing them of the meeting. Testimonies for or against the proposed use should be filed in writing to the Planning Commission before the date of the public hearing or presented in person at the time of the public hearing. If upon receipt of this notice you wish to submit written comments, please be advised that this should be provided to the Community and Economic Development Department at least seven (7) days prior to the meeting to enable the Planning Commission to properly consider the comments.

The Planning Commission will hear this matter at its regular public meeting to be held at **4:00 p.m., Wednesday, March 23, 2016,** in the West Valley City Office Building at 3600 Constitution Boulevard and may render a decision at that time.

Sincerely,

Steve Pastorik, AICP
Assistant CED Director/Planning Director

West Valley City does not discriminate on the basis of color, national origin, sex, 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 Brenda Turnblom, 801-963-3282.



Z-1-2016
West Valley City
5200 West Lake Park Boulevard

0 245 490 Feet

N

Z-1-2016

BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT
2500 S STATE ST
SOUTH SALT LAKE, UT 84115-3110

COUNTRY MANOR INVESTMENTS, LTD
13456 S FORT ST
DRAPER, UT 84020-9531

GRANGER HUNTER IMPROVEMENT DISTRICT
PO BOX 701110
WEST VALLEY, UT 84170-1110

HIGHBURY AT LAKE PARK OWNERS COMPANY
PO BOX 5555
DRAPER, UT 84020-2055

IHC HEALTH SERVICES, INC
4766 S HOLLADAY BLVD
HOLLADAY, UT 84117-5444

KNIGHT TRANSPORTATION INC
20002 N 19TH AVE
PHOENIX, AZ 85027-4250

PINNACLE HIGHBURY APARTMENTS, LLC
1798 W 5150 S
ROY, UT 84067

SJTC NAMPA LC
90 S 400 W
SALT LAKE CITY, UT 84101-1284

SUBURBAN LAND RESERVE INC
PO BOX 511196
SALT LAKE CITY, UT 84151-1196

WEST VALLEY CITY
3600 S CONSTITUTION BLVD
WEST VALLEY, UT 84119-3700

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West Valley City:
Planning Commission

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Entity: West Valley City

Body: Planning Commission

Subject: Public Meetings

Notice Title: March 23, 2016

Notice Type: Meeting

Event Start Date & Time: March 23, 2016 4:00 PM

Description/Agenda:

WEST VALLEY CITY PLANNING COMMISSION AGENDA
Wednesday, March 23, 2016

Planning Commission Technical CommitteeMarch 15, 2016 @ 8:00 a.m.
Planning Commission Study Session March 16, 2016 @ 3:30 p.m.
Planning Commission Pre-Meeting March 23, 2016 @ 3:30 p.m.
Planning Commission Meeting March 23, 2016 @ 4:00 p.m.

The Public Hearing is held in the City Council Chambers at West Valley City Hall.
3600 Constitution Boulevard, West Valley City, UT 84119

Fuller Lovato Matheson McEwen __Meaders __Tupou __Winters __Woodruff

GENERAL PLAN/ZONE CHANGE APPLICATION
GPZ-3-2015 Petition by JOE COLOSIMO requesting an amendment to the General Plan of West Valley City by reclassifying the following described property from Non-Retail Commercial to Medium Density Residential and a zone change from A (Agriculture) to RM (Residential Multi-Family). The property is located at 4500 South Constitution Blvd (2700 W) on 15.6 acres. (Staff - Steve Pastorik at 801-963-3545)

ZONE CHANGE APPLICATIONS
Z-1-2016 Petition by WEST VALLEY CITY requesting a zone change from M (Manufacturing) to A-2 (Agriculture, minimum lot size 2 acres). The property is located at 5200 West Lake Park Boulevard on 28.95 acres. (Staff - Steve Pastorik at 801-963-3545)

ZONE TEXT CHANGE APPLICATIONS
ZT-1-2016 Petition by WEST VALLEY CITY requesting a zone text change to Section 7-6-305 to allow patio covers to encroach into the rear yard setback. (Staff - Brock Anderson at 801-963-3361)

ZT-2-2016 Petition by WEST VALLEY CITY requesting a zone text change to add Section 7-2-133 to limit the number of tenants within anchor buildings. (Staff - Steve

Meeting Location:

3600 S Constitution Blvd
West Valley City ,

Map this!

Contact Information:

NA
NA
N/A

Audio File Address

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Pastorik at 801-963-3545)

ZT-3-2016 Petition by WEST VALLEY CITY requesting a zone text change to add Sections 7-33-101 through 7-33-103 to define and establish regulations for Tobacco Oriented Businesses. (Staff - Steve Pastorik at 801-963-3545)

CONDITIONAL USE APPLICATIONS
C-6-2016 Petition by CALIFORNIA SEAFOOD, LLC requesting conditional use approval for an office/warehouse. The property is located at 1808 West 3500 South on 1.16 acres and is zoned C-2 (General Commercial). (Staff - Ryan Harris at 801-965-7991)

C-7-2016 Petition by K.L. WEST VALLEY, LLC requesting a conditional use amendment for a retail building. The property is located at 2788 South 5600 West on .24 acres and is zoned C-2 (General Commercial). (Staff - Lee Logston at 801-963-3531)

C-8-2016 Petition by THE USED CAR FACTORY requesting conditional use approval for auto sales. The property is located at 2351 South 2700 West on .68 acres and is zoned M (Manufacturing). (Staff - Ryan Harris at 801-965-7991)

C-9-2016 Petition by MIGUELS AUTO REPAIR and GANDI AUTO SALES requesting a conditional use amendment for an auto repair expansion and the addition of car sales. The property is located at 3675 West 2150 South on .49 acres and is zoned M (Manufacturing) (Staff - Jody Knapp at 801-963-3497)

C-10-2016 Petition by CERTIFIED DIESEL AND AUTMOTIVE REPAIR requesting conditional use approval for automobile service and repair. The property is located at 2181 West 2200 South on 1.21 acres and is zoned M (Manufacturing). (Staff - Brock Anderson at 801-963-3361)

PLANNING COMMISSION BUSINESS
Approval of Minutes from March 9, 2016 (Regular Meeting)

Approval of Minutes from March 16, 2016 (Study Session)

Notice of Special Accommodations:

NA

Notice of Electronic or telephone participation:

NA

Other information:

This notice was posted on: March 10, 2016 03:43 PM
This notice was last edited on: March 10, 2016 03:43 PM

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WEST VALLEY CITY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UT 84119

DATE:	April 6, 2016
SUBJECT:	Proposed Zone Change
APPLICATION NUMBER:	#Z-1-2016
APPLICANT:	West Valley City
LOCATION:	5200 West Lake Park Boulevard
CHANGE ZONE FROM:	'M' (Manufacturing)
CHANGE ZONE TO:	'A-2' (Agriculture)

Dear Property Owner,

The City Council will consider this matter at its regular public meeting at **6:30 p.m., Tuesday, April 19, 2016** in the Council Chambers, West Valley City Hall, 3600 South Constitution Boulevard (2700 West).

Testimonies for or against the proposed change should be presented in person at the time of the public hearing or filed in writing prior to the public hearing.

Should you desire additional information, please contact the Planning and Zoning Office at 963-3312.

Sincerely,

Nichole Camac

Nichole Camac
City Recorder

West Valley City does not discriminate on the basis of race, color, national origin, sex, 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 at 801-963-3203.

BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT
2500 S STATE ST
SOUTH SALT LAKE, UT 84115-3110

COUNTRY MANOR INVESTMENTS, LTD
13456 S FORT ST
DRAPER, UT 84020-9531

GRANGER HUNTER IMPROVEMENT DISTRICT
PO BOX 701110
WEST VALLEY, UT 84170-1110

HIGHBURY AT LAKE PARK OWNERS COMPANY
PO BOX 5555
DRAPER, UT 84020-2055

IHC HEALTH SERVICES, INC
4766 S HOLLADAY BLVD
HOLLADAY, UT 84117-5444

KNIGHT TRANSPORTATION INC
20002 N 19TH AVE
PHOENIX, AZ 85027-4250

PINNACLE HIGHBURY APARTMENTS, LLC
1798 W 5150 S
ROY, UT 84067

SJTC NAMPA LC
90 S 400 W
SALT LAKE CITY, UT 84101-1284

SUBURBAN LAND RESERVE INC
PO BOX 511196
SALT LAKE CITY, UT 84151-1196

WEST VALLEY CITY
3600 S CONSTITUTION BLVD
WEST VALLEY, UT 84119-3700

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West Valley City:
City Council

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Entity: West Valley City

Body: City Council

Subject: Public Meetings

Notice Title: April 12, 2016 Study Meeting

Notice Type: Meeting

Event Start Date & Time: April 12, 2016 4:30 PM

Description/Agenda:

** AMENDED AGENDA **

The Study Meeting of the West Valley City Council will be held on Tuesday, April 12, 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 April 11, 2016, 10:00 AM

A G E N D A

1. Call to Order

2. Roll Call

3. Approval of Minutes:
A. March 15, 2016

4. Review Agenda for Regular Meeting of April 12, 2016

5. Awards, Ceremonies and Proclamations Scheduled For April 19, 2016
A. Proclamation Recognizing April 2016 as Child Abuse Prevention Month in West Valley City

6. Public Hearings Scheduled For April 19, 2016
A. Accept Public Input Regarding Application Z-1-2016, Filed By West Valley City, Requesting a Zone Change from 'M' (Manufacturing) to 'A-2' (Agriculture, Minimum Lot Size 2 Acres) on Property Located at 5200 West Lake Park Boulevard

Action: Consider Ordinance 16-12, Amending the Zoning Map to Show a Change of Zone for Property Located at 5200 West Lake Park Boulevard from Zone 'M' (Manufacturing) to Zone 'A-2' (Agriculture, Minimum Lot Size 2 Acres)

Meeting Location:

3600 S Constitution Blvd
West Valley City ,

Map this!

Contact Information:

Nichole Camac
(801)963-3203
Nichole.Camac@wvc-ut.gov

Download Attachments:

SM 04.12.2016.pdf Meeting Minutes
Added: 2016/04/27 08:26 AM

SM 04.12.2016.pdf Other
Added: 2016/04/11 10:01 AM

Audio File Address

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B. Accept Public Input Regarding Application ZT-1-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-6-305 of the West Valley City Municipal Code to Allow Patio Covers to Encroach into the Rear Yard Setback

Action: Consider Ordinance 16-13, Amending Section 7-6-305 of the West Valley City Municipal Code to Amend Provisions Governing Patio Covers in Single Family Residential Zones

C. Accept Public Input Regarding Application ZT-2-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-2-133 of the West Valley City Municipal Code to Limit the Number of Tenants Within Anchor Buildings

Action: Consider Ordinance 16-14, Enacting Section 7-2-133 of the West Valley City Municipal Code Governing the Maximum Number of Tenants Permitted Within Anchor Buildings

D. Accept Public Input Regarding Application ZT-3-2016, Filed by West Valley City, Requesting a Zone Text Change to Add Sections 7-33-101 through 7-33-103 to the West Valley City Municipal Code to Define and Establish Regulations for Tobacco Oriented Businesses

Action: Consider Ordinance 16-15, Enacting Chapter 7-33 and Amending Section 17-1-105 of the West Valley City Municipal Code Concerning Tobacco Oriented Businesses

7. Resolutions:
A. 16-62: Approve an Interlocal Cooperation Agreement between West Valley City and Salt Lake County for Improvements to 2400 South between 5600 West and 7200 West

B. 16-63: Authorize the City to Accept a Public Utility Easement and Water Line Easement and A Grant of Temporary Construction Easement for Property Located at 3027-3029 West Lehman Avenue (15-33-105-011)

8. Communications:
A. Legislative Session Wrap-Up (5 min)

B. Council Update

C. Potential Future Agenda Items

9. New Business:
A. Council Reports

10. Motion for Executive Session

11. Adjourn

Notice of Special Accommodations:

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.

Notice of Electronic or telephone participation:

NA

Other information:

This notice was posted on: April 07, 2016 09:18 AM
This notice was last edited on: April 11, 2016 10:01 AM

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WEST VALLEY CITY
CITY COUNCIL

NOTICE OF ZONE CHANGE HEARING

NOTICE IS HEREBY GIVEN OF a Study Meeting to be held in the Multi-Purpose Room on April 12, 2016 at 4:30 p.m. and a Public Hearing to be held in the Council Chambers on April 19, 2016, at 6:30 p.m. or as soon as business permits, before the West Valley City Council, both at West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah, on the following application requesting rezoning of the following described property in West Valley City, Utah:

Application #Z-1-2016, filed by West Valley City

To amend the zoning map of West Valley City by reclassifying the following described property from zone M (Manufacturing) to zone A-2 (Agriculture, minimum lot size 2 acres).

The property is located at 5200 West Lake Park Boulevard on 28.95 acres.

The public is invited to attend the public hearing and give written or oral comments.

DATED this 6th day of April 2016.

Nichole Camac

Nichole Camac
City Recorder

Deseret News | Utah Media Group | The Salt Lake Tribune

Remit to: 4770 S 5600 W
West Valley City, UT 84118

Order Confirmation for Ad #0001084898-01

Client	WEST VALLEY CITY	**Payor Customer**	WEST VALLEY CITY
Client Phone	801-963-3203	**Payor Phone**	801-963-3203
Account#	9001357001	**Payor Account**	9001357001
Address	3600 CONSTITUTION BLVD WEST VALLEY CITY, UT 84119 USA	**Payor Address**	3600 CONSTITUTION BLVD WEST VALLEY CITY, UT 84119
Fax		**Ordered By**	**Acct. Exec**
EMail	nichole.camac@wvc-ut.gov.	Nichole	kstowe

Total Amount	**$90.68**			
Payment Amt	**$0.00**	**Tear Sheets**	**Proofs**	**Affidavits**
Amount Due	**$90.68**	0	0	1

Payment Method **PO Number** #Z-1-2016

Confirmation Notes:

Text: Nichole

Ad Type	Ad Size	Color
Legal Liner	1.0 X 51 Li	<NONE>

Product	Placement	Position
Salt Lake Tribune::	Legal Liner Notice - 0998	Public Meeting/Hear-ing Notices
Scheduled Date(s):	4/6/2016	
Product	**Placement**	**Position**
Deseret News::	Legal Liner Notice - 0998	Public Meeting/Hear-ing Notices
Scheduled Date(s):	4/6/2016	
Product	**Placement**	**Position**
utahlegals.com::	utahlegals.com	utahlegals.com
Scheduled Date(s):	4/6/2016	

Ad Content Proof Actual Size

WEST VALLEY CITY
CITY COUNCIL

NOTICE OF ZONE CHANGE HEARING

NOTICE IS HEREBY GIVEN OF a Study Meeting to be held in the Multi-Purpose Room on April 12, 2016 at 4:30 p.m. and a Public Hearing to be held in the Council Chambers on April 19, 2016, at 6:30 p.m. or as soon as business permits, before the West Valley City Council, both at West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah, on the following application requesting rezoning of the following described property in West Valley City, Utah:

Application #Z-1-2016, filed by West Valley City

To amend the zoning map of West Valley City by reclassifying the following described property from zone M (Manufacturing) to zone A-2 (Agriculture, minimum lot size 2 acres).

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The public is invited to attend the public hearing and give written or oral comments.

DATED this 6th day of April 2016.
Nichole Camac
City Recorder
1084898 UPAXLP

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West Valley City:
City Council

Search again

Entity: West Valley City

Body: City Council

Subject: Public Meetings

Notice Title: April 19, 2016 Regular Meeting

Notice Type: Meeting

Event Start Date & Time: April 19, 2016 6:30 PM

Description/Agenda:

The Regular Meeting of the West Valley City Council will be held on Tuesday, April 19, 2016, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted April 14, 2016 at 12:30 PM

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Don Christensen

4. Special Recognitions

5. Approval of Minutes:
A. April 5, 2016

6. Awards, Ceremonies and Proclamations:
A. Proclamation Recognizing April 2016 as Child Abuse Prevention Month in West Valley City

7. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City

Meeting Location:

3600 S Constitution Blvd
West Valley City ,

Map this!

Contact Information:

Nichole Camac
(801)963-3203
Nichole.Camac@wvc-ut.gov

Download Attachments:

RM 04.19.2016.pdf Meeting Minutes
Added: 2016/05/04 02:27 PM

RM 04.19.2016.pdf Other
Added: 2016/04/14 12:12 PM

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Council or City Staff may respond within the 30-minute period.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Public Hearings:
A. Accept Public Input Regarding Application Z-1-2016, Filed By West Valley City, Requesting a Zone Change from 'M' (Manufacturing) to 'A-2' (Agriculture, Minimum Lot Size 2 Acres) on Property Located at 5200 West Lake Park Boulevard

Action: Consider Ordinance 16-12, Amending the Zoning Map to Show a Change of Zone for Property Located at 5200 West Lake Park Boulevard from Zone 'M' (Manufacturing) to Zone 'A-2' (Agriculture, Minimum Lot Size 2 Acres)

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D. Accept Public Input Regarding Application ZT-3-2016, Filed by West Valley City, Requesting a Zone Text Change to Add Sections 7-33-101 through 7-33-103 to the West Valley City Municipal Code to Define and Establish Regulations for Tobacco Oriented Businesses

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B. 16-63: Authorize the City to Accept a Public Utility Easement and Water Line Easement and A Grant of Temporary Construction Easement for Property Located at 3027-3029 West Lehman Avenue (15-33-105-011)

10. Motion for Executive Session

11. Adjourn

Notice of Special Accommodations:

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.

Notice of Electronic or telephone participation:

NA

Other information:

This notice was posted on: April 14, 2016 12:12 PM
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WEST VALLEY CITY
Unity Pride Progress

Brandon Hill <brandon.hill@wvc-ut.gov>

March 23, 2016 Public Hearing Agenda

1 message

Brenda Turnblom <brenda.turnblom@wvc-ut.gov> Mon, Mar 21, 2016 at 2:57 PM
To: Allen.McCandless@slcgov.com, allianceintel@outlook.com, alrimaples@msn.com, Andrew.Mai@wvc-ut.gov, Angel Pezely <angel.pezely@wvc-ut.gov>, Bob.Fitzgerald@wvc-ut.gov, bobm@ascentconstruction.com, bprows@morrisonhershfield.com, Brandon Hill <brandon.hill@wvc-ut.gov>, Brock Anderson <brock.anderson@wvc-ut.gov>, Carl.Andreasen@wvc-ut.gov, Cathie.Alberico@wvc-ut.gov, Claire.Gillmor@wvc-ut.gov, Craig.Thomas@wvc-ut.gov, Daniel.Johnson@wvc-ut.gov, david@charterland.net, DeAnn Varney <deann.varney@wvc-ut.gov>, deeljp@q.com, Ed.Domian@wvc-ut.gov, ed.duff@yahoo.com, gkennard5889@msn.com, Jason Erekson <jason.erekson@wvc-ut.gov>, Jeff Jackson <jeff.jackson@wvc-ut.gov>, Jeff Smith <jefferymarksmith@gmail.com>, Jody.Knapp@wvc-ut.gov, jodyporter72@hotmail.com, Joe White <joe.white@wvc-ut.gov>, justinb@brashers.com, Kevin.Astill@wvc-ut.gov, kieth.bradshaw@granite.k12.ut.us, larrywiley@hotmail.com, Lee Logston <lee.logston@wvc-ut.gov>, leona@lei-eng.com, Lisa Romney <lisa.romney@rockymountainpower-pacificpower.net>, lisarene@icw.com, littlebrii@yahoo.com, Margo Hoyt <margo.hoyt@wvc-ut.gov>, Mark Nord <mark.nord@wvc-ut.gov>, mathewlovato@hotmail.com, Nichole.Camac@wvc-ut.gov, Nicole.Cottle@wvc-ut.gov, paul@slhba.com, Pauline Davies <pauline.davies@wvc-ut.gov>, Robert.Zito@wvc-ut.gov, russ@westechtile.com, ruthaling@gmail.com, Ryan Harris <ryan.harris@wvc-ut.gov>, scottwarr3600@gmail.com, Steve.Dale@wvc-ut.gov, Steve.Lehman@wvc-ut.gov, Steve.Pastorik@wvc-ut.gov, stewart.lamb@kilgorecontracting.com, superautoss@yahoo.com, ted@mtnstatesltg.com, treymackay@hotmail.com, Brent Fuller <bleefull@yahoo.com>, Clover Meaders <Clover299@yahoo.com>, David McEwen <dmcewen79@gmail.com>, Harold Woodruff <woodarch@qwestoffice.net>, Jack Matheson <JackBMatheson@gmail.com>, Latai Tupou <ltupou@me.com>, Martel Winters <mwinters@nelsonlabs.com>

Good afternoon,

Attached is the agenda for the March 23 Planning Commission Public Hearing. Here also is a link to the agenda and supporting materials on the website: https://filesource.wvc-ut.gov/sirepub/pubmtgframe.aspx?meetid=2291&doctype=AGENDA

Brenda Turnblom

Administrative Assistant

West Valley City Planning and Zoning

3600 South Constitution Blvd, West Valley City UT 84119

Phone 801-963-3282

brenda.turnblom@wvc-ut.gov

WEST VALLEY in motion

WEST VALLEY CITY PLANNING COMMISSION AGENDA
Wednesday, March 23, 2016

Planning Commission Technical Committee	March 15, 2016 @ 8:00 a.m.
Planning Commission Study Session	March 16, 2016 @ 3:30 p.m.
Planning Commission Pre-Meeting	March 23, 2016 @ 3:30 p.m.
Planning Commission Meeting	March 23, 2016 @ 4:00 p.m.

The Public Hearing is held in the City Council Chambers at West Valley City Hall.
3600 Constitution Boulevard, West Valley City, UT 84119

__Fuller __Lovato __Matheson __McEwen __Meaders __Tupou __Winters __Woodruff

GENERAL PLAN/ZONE CHANGE APPLICATION

GPZ-3-2015 Petition by **JOE COLOSIMO** requesting an **amendment to the General Plan** of West Valley City by reclassifying the following described property from Non-Retail Commercial to Medium Density Residential and a **zone change** from A (Agriculture) to RM (Residential Multi-Family). The property is located at 4500 South Constitution Blvd (2700 W) on 15.6 acres. (Staff – **Steve Pastorik** at 801-963-3545)

ZONE CHANGE APPLICATIONS

Z-1-2016 Petition by **WEST VALLEY CITY** requesting a **zone change** from M (Manufacturing) to A-2 (Agriculture, minimum lot size 2 acres). The property is located at 5200 West Lake Park Boulevard on 28.95 acres. (Staff - **Steve Pastorik** at 801-963-3545)

ZONE TEXT CHANGE APPLICATIONS

ZT-1-2016 Petition by **WEST VALLEY CITY** requesting a **zone text change** to Section 7-6-305 to allow patio covers to encroach into the rear yard setback. (Staff - **Brock Anderson** at 801-963-3361)

ZT-2-2016 Petition by **WEST VALLEY CITY** requesting a **zone text change** to add Section 7-2-133 to limit the number of tenants within anchor buildings. (Staff - **Steve Pastorik** at 801-963-3545)

ZT-3-2016 Petition by **WEST VALLEY CITY** requesting a **zone text change** to add Sections 7-33-101 through 7-33-103 to define and establish regulations for Tobacco Oriented Businesses. (Staff - **Steve Pastorik** at 801-963-3545)

CONDITIONAL USE APPLICATIONS

C-6-2016 Petition by **CALIFORNIA SEAFOOD, LLC** requesting **conditional use approval** for an office/warehouse. The property is located at 1808 West 3500 South on 1.16 acres and is zoned C-2 (General Commercial). (Staff - **Ryan Harris** at 801-965-7991)

C-7-2016 Petition by **K.L. WEST VALLEY, LLC** requesting a **conditional use amendment** for a retail building. The property is located at 2788 South 5600 West on .24 acres and is zoned C-2 (General Commercial). (Staff - **Lee Logston** at 801-963-3531)

C-8-2016 Petition by **THE USED CAR FACTORY** requesting **conditional use approval** for auto sales. The property is located at 2351 South 2700 West on .68 acres and is zoned M (Manufacturing). (Staff - **Ryan Harris** at 801-965-7991)

C-9-2016 Petition by **MIGUELS AUTO REPAIR** and **GANDI AUTO SALES** requesting a **conditional use amendment** for an auto repair expansion and the addition of car sales. The property is located at 3675 West 2150 South on .49 acres and is zoned M (Manufacturing) (Staff - **Jody Knapp** at 801-963-3497)

C-10-2016 Petition by **CERTIFIED DIESEL AND AUTMOTIVE REPAIR** requesting **conditional use approval** for automobile service and repair. The property is located at 2181 West 2200 South on 1.21 acres and is zoned M (Manufacturing). (Staff - **Brock Anderson** at 801-963-3361)

PLANNING COMMISSION BUSINESS

Approval of Minutes from March 9, 2016 (Regular Meeting)

Approval of Minutes from March 16, 2016 (Study Session)

West Valley City does not discriminate on the basis of race, color, national origin, sex, religion, age, sexual orientation 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. We will try to provide whatever assistance may be required. The person to contact for assistance is Brenda Turnblom, 963-3282.

From:	Nichole Camac
To:	Everyone
Bcc:	bhorsley@graniteschools.org; Brucehastings@comcast.net; cburton@southsaltlakecity.com; ccottle@taylorsvilleut.gov; cedqueen@hotmail.com; cmilner@slco.org; curt@slhba.com; dianewileyturner@gmail.com; edb72@hotmail.com; emily@saltlakeboard.com; fred@fredcox4utah.com; gkennard5889@msn.com; Greginslc@yahoo.com; hardman6475@comcast.net; horselovertg@yahoo.com; jandmbessette@yahoo.com; janyce.fowles@slcgov.com; jasona@arnell-west.com; JoAnnJacobsEquity@yahoo.com; jscheuerman@mac.com; KOwens@pblutah.com; larrywiley@hotmail.com; ldtrump@msn.com; Lehua.weaver@ci.slc.ut.us; mandsmarkham@msn.com; max.calise@abc4.com; melanieb@wjordan.com; mgrobecker@slco.org; ncamac@wvc-ut.gov; ndunn@slco.org; newsdesk@kutv2.com; Nichole.Camac@wvc-ut.gov; paul@uaahq.org; pmanson@sltrib.com; ruthaling@gmail.com; RValentine@slco.org; scottshamo@yahoo.com; scottwarr3600@gmail.com; Teddieuhi.801@gmail.com; travis.leatham@utah.edu; TSory@slco.org; vl.jaquier@comcast.net
Subject:	City Council Agenda"s for 4/12/2016
Date:	Thursday, April 07, 2016 9:13:34 AM
Attachments:	SM 04.12.2016.doc RM 04.12.2016.doc

Good Morning,

Attached are the City Council Agendas for the April 12, 2016 Study and Regular Meetings.

Please note that the Study Meeting will begin at 4:00 PM due to a Field Trip and will reconvene at City Hall at approximately 5:30 PM. (or as soon as possible).

Thank you and have a great day!

Nichole Camac

City Recorder | West Valley City
3600 South Constitution Blvd., West Valley City, UT 84119
Phone 801.963.3203 **| Cell** 801.232.0203 **| Fax** 801.963.3206
Nichole.Camac@wvc-ut.gov

The Study Meeting of the West Valley City Council will be held on Tuesday, April 12, 2016, at 4:00 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 April 7, 2016, 9:30 AM

AGENDA

1. Call to Order

2. Roll Call

3. Field Trip scheduled to leave City Hall at 4:00 P.M.:

   A. Travel to Rocky Mountain Recycling (located at 3110 South 900 West, South Salt Lake City) and arrive at approximately 4:10 PM

4. Upon Return to City Hall, resume Study Session at approximately 5:30 PM (or as soon as possible)

5. Approval of Minutes:

   A. March 15, 2016

6. Review Agenda for Regular Meeting of April 12, 2016

• 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.

7. Awards, Ceremonies and Proclamations Scheduled For April 19, 2016

A. Proclamation Recognizing April 2016 as Child Abuse Prevention Month in West Valley City

8. Public Hearings Scheduled For April 19, 2016

A. Accept Public Input Regarding Application Z-1-2016, Filed By West Valley City, Requesting a Zone Change from 'M' (Manufacturing) to 'A-2' (Agriculture, Minimum Lot Size 2 Acres) on Property Located at 5200 West Lake Park Boulevard

Action: Consider Ordinance 16-12, Amending the Zoning Map to Show a Change of Zone for Property Located at 5200 West Lake Park Boulevard from Zone 'M' (Manufacturing) to Zone 'A-2' (Agriculture, Minimum Lot Size 2 Acres)

B. Accept Public Input Regarding Application ZT-1-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-6-305 of the West Valley City Municipal Code to Allow Patio Covers to Encroach into the Rear Yard Setback

Action: Consider Ordinance 16-13, Amending Section 7-6-305 of the West Valley City Municipal Code to Amend Provisions Governing Patio Covers in Single Family Residential Zones

C. Accept Public Input Regarding Application ZT-2-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-2-133 of the West Valley City Municipal Code to Limit the Number of Tenants Within Anchor Buildings

Action: Consider Ordinance 16-14, Enacting Section 7-2-133 of the West Valley City Municipal Code Governing the Maximum Number of Tenants Permitted Within Anchor Buildings

D. Accept Public Input Regarding Application ZT-3-2016, Filed by West Valley City, Requesting a Zone Text Change to Add Sections 7-33-101 through 7-33-103 to the West Valley City Municipal Code to Define and Establish Regulations for Tobacco Oriented Businesses

Action: Consider Ordinance 16-15, Enacting Chapter 7-33 and Amending Section 17-1-105 of the West Valley City Municipal Code Concerning Tobacco Oriented Businesses

9. Resolutions:

   A. 16-62: Approve an Interlocal Cooperation Agreement between West Valley City and Salt Lake County for Improvements to 2400 South between 5600 West and 7200 West

   B. 16-63: Authorize the City to Accept a Public Utility Easement and Water Line Easement and A Grant of Temporary Construction Easement for Property Located at 3027-3029 West Lehman Avenue (15-33-105-011)

10. Communications:

   A. Legislative Session Wrap-Up (5 min)

   B. Council Update

   C. Potential Future Agenda Items

11. New Business:

   A. Council Reports

12. Motion for Executive Session

13. Adjourn

From:	Nichole Camac
To:	Everyone
Bcc:	bhorsley@graniteschools.org; Brucehastings@comcast.net; cburton@southsaltlakecity.com; ccottle@taylorsvilleut.gov; cedqueen@hotmail.com; cmilner@slco.org; curt@slhba.com; dianewileyturner@gmail.com; edb72@hotmail.com; emily@saltlakeboard.com; fred@fredcox4utah.com; gkennard5889@msn.com; Greginslc@yahoo.com; hardman6475@comcast.net; horselovertg@yahoo.com; jandmbessette@yahoo.com; janyce.fowles@slcgov.com; jasona@arnell-west.com; JoAnnJacobsEquity@yahoo.com; jscheuerman@mac.com; KOwens@pblutah.com; larrywiley@hotmail.com; ldtrump@msn.com; Lehua.weaver@ci.slc.ut.us; mandsmarkham@msn.com; max.calise@abc4.com; melanieb@wjordan.com; mgrobecker@slco.org; ncamac@wvc-ut.gov; ndunn@slco.org; newsdesk@kutv2.com; Nichole.Camac@wvc-ut.gov; paul@uaahq.org; pmanson@sltrib.com; ruthaling@gmail.com; RValentine@slco.org; scottshamo@yahoo.com; scottwarr3600@gmail.com; Teddieuhi.801@gmail.com; travis.leatham@utah.edu; TSory@slco.org; vl.jaquier@comcast.net
Subject:	Amended Study Meeting Agenda for 4/12/2016 City Council
Date:	Monday, April 11, 2016 9:49:07 AM
Attachments:	SM 04.12.2016.doc

Good Morning,

A field trip was scheduled to Rocky Mountain Recycling during the West Valley City Council Study Meeting scheduled for April 12, 2016. This has been CANCELED. The meeting was scheduled to begin at 4:00 PM and will now begin at the regular time of 4:30 PM. Please see the updated agenda. Thank you!

Nichole Camac

City Recorder | West Valley City
3600 South Constitution Blvd., West Valley City, UT 84119
Phone 801.963.3203 | **Cell** 801.232.0203 | **Fax** 801.963.3206
Nichole.Camac@wvc-ut.gov

The Study Meeting of the West Valley City Council will be held on Tuesday, April 12, 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 April 11, 2016, 10:00 AM

AGENDA

1. Call to Order

2. Roll Call

3. Approval of Minutes:

   A. March 15, 2016

4. Review Agenda for Regular Meeting of April 12, 2016

5. Awards, Ceremonies and Proclamations Scheduled For April 19, 2016

   A. Proclamation Recognizing April 2016 as Child Abuse Prevention Month in West Valley City

6. Public Hearings Scheduled For April 19, 2016

   A. Accept Public Input Regarding Application Z-1-2016, Filed By West Valley City, Requesting a Zone Change from 'M' (Manufacturing) to 'A-2' (Agriculture, Minimum Lot Size 2 Acres) on Property Located at 5200 West Lake Park Boulevard

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3600 South Constitution Boulevard, West Valley City, Utah, 84119 | Phone: 801-963-3203 | Fax: 801-963-3206

TDD: 801-963-3418 | www.wvc-ut.gov

Action: Consider Ordinance 16-12, Amending the Zoning Map to Show a Change of Zone for Property Located at 5200 West Lake Park Boulevard from Zone 'M' (Manufacturing) to Zone 'A-2' (Agriculture, Minimum Lot Size 2 Acres)

B. Accept Public Input Regarding Application ZT-1-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-6-305 of the West Valley City Municipal Code to Allow Patio Covers to Encroach into the Rear Yard Setback

Action: Consider Ordinance 16-13, Amending Section 7-6-305 of the West Valley City Municipal Code to Amend Provisions Governing Patio Covers in Single Family Residential Zones

C. Accept Public Input Regarding Application ZT-2-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-2-133 of the West Valley City Municipal Code to Limit the Number of Tenants Within Anchor Buildings

Action: Consider Ordinance 16-14, Enacting Section 7-2-133 of the West Valley City Municipal Code Governing the Maximum Number of Tenants Permitted Within Anchor Buildings

D. Accept Public Input Regarding Application ZT-3-2016, Filed by West Valley City, Requesting a Zone Text Change to Add Sections 7-33-101 through 7-33-103 to the West Valley City Municipal Code to Define and Establish Regulations for Tobacco Oriented Businesses

Action: Consider Ordinance 16-15, Enacting Chapter 7-33 and Amending Section 17-1-105 of the West Valley City Municipal Code Concerning Tobacco Oriented Businesses

7. Resolutions:

A. 16-62: Approve an Interlocal Cooperation Agreement between West Valley City and Salt Lake County for Improvements to 2400 South between 5600 West and 7200 West

B. 16-63: Authorize the City to Accept a Public Utility Easement and Water Line Easement and A Grant of Temporary Construction Easement for Property Located at 3027-3029 West Lehman Avenue (15-33-105-011)

8. Communications:

A. Legislative Session Wrap-Up (5 min)

B. Council Update

C. Potential Future Agenda Items

9. New Business:

A. Council Reports

10. Motion for Executive Session

11. Adjourn

From:	Nichole Camac
To:	Everyone
Bcc:	bhorsley@graniteschools.org; Brucehastings@comcast.net; cburton@southsaltlakecity.com; ccottle@taylorsvilleut.gov; cedqueen@hotmail.com; cmilner@slco.org; curt@slhba.com; dianewileyturner@gmail.com; edb72@hotmail.com; emily@saltlakeboard.com; fred@fredcox4utah.com; gkennard5889@msn.com; Greginslc@yahoo.com; hardman6475@comcast.net; horselovertg@yahoo.com; jandmbessette@yahoo.com; janyce.fowles@slcgov.com; jasona@arnell-west.com; JoAnnJacobsEquity@yahoo.com; jscheuerman@mac.com; KOwens@pblutah.com; larrywiley@hotmail.com; ldtrump@msn.com; Lehua.weaver@ci.slc.ut.us; mandsmarkham@msn.com; max.calise@abc4.com; melanieb@wjordan.com; mgrobecker@slco.org; ncamac@wvc-ut.gov; ndunn@slco.org; newsdesk@kutv2.com; Nichole.Camac@wvc-ut.gov; paul@uaahg.org; pmanson@sltrib.com; ruthaling@gmail.com; RValentine@slco.org; scottshamo@yahoo.com; scottwarr3600@gmail.com; Teddieuhi.801@gmail.com; travis.leatham@utah.edu; TSory@slco.org; vl.jaquier@comcast.net
Subject:	City Council Agenda"s for 04/19/2016
Date:	Thursday, April 14, 2016 12:18:52 PM
Attachments:	SM 04.19.2016.doc RM 04.19.2016.doc

Good Afternoon,

Attached are the City Council agenda's for April 19, 2016. Thanks and have a great day!

Nichole Camac

City Recorder | West Valley City
3600 South Constitution Blvd., West Valley City, UT 84119
Phone 801.963.3203 | **Cell** 801.232.0203 | **Fax** 801.963.3206
Nichole.Camac@wvc-ut.gov

The Regular Meeting of the West Valley City Council will be held on Tuesday, April 19, 2016, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted April 14, 2016 at 12:30 PM

AGENDA

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Don Christensen

4. Special Recognitions

5. Approval of Minutes:

   A. April 5, 2016

6. Awards, Ceremonies and Proclamations:

   A. Proclamation Recognizing April 2016 as Child Abuse Prevention Month in West Valley City

7. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone.

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3600 South Constitution Boulevard, West Valley City, Utah, 84119 | Phone: 801-963-3203 | Fax: 801-963-3206

TDD: 801-963-3418 | www.wvc-ut.gov

All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Public Hearings:

A. Accept Public Input Regarding Application Z-1-2016, Filed By West Valley City, Requesting a Zone Change from 'M' (Manufacturing) to 'A-2' (Agriculture, Minimum Lot Size 2 Acres) on Property Located at 5200 West Lake Park Boulevard

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B. 16-63: Authorize the City to Accept a Public Utility Easement and Water Line Easement and A Grant of Temporary Construction Easement for Property Located at 3027-3029 West Lehman Avenue (15-33-105-011)

10. Motion for Executive Session

11. Adjourn

May 24, 2016

Granite School District Request for Review

Granite School District Request for Review

- GSD received extensive notice concerning the rezone
- GSD does not allege a physical taking or an exaction meriting review under City ordinances
- City zoning decisions are not takings

GSD Received Extensive Notice

- Letter to GSD on March 2 informing GSD of time and date of PC hearing, explaining implications of the rezone, and describing property owner rights as required by state law
- Newspaper publication on March 5 informing public of time and date of PC hearing
- Letter to GSD on March 9 reminding GSD of time and date of PC hearing
- Letter to neighboring property owners on March 9 concerning PC hearing
- Planning Commission agendas posted at City Hall, Utah Cultural Celebration Center, Family Fitness Center, and on Utah Public Notice Website
- Letter to GSD on April 6 informing GSD of time and date of City Council hearing
- Letter to neighboring property owners on April 6 concerning City Council hearing
- Newspaper publication on April 6 informing public of time and date of City Council hearing
- City Council agendas posted at City Hall, Utah Cultural Celebration Center, Family Fitness Center, and on Utah Public Notice Website
- Planning Commission agenda emailed to GSD Property Director prior to PC hearing
- City Council agenda emailed three times to GSD Communications Director prior to City Council hearing

No Physical Taking or Exaction

- Chapter 2-5 of the City Code permits review by the City Council of physical takings and exactions
- Physical takings are exactly that – a physical taking of someone else's property
- Exactions are like a physical taking – for example, requiring an applicant to give the City half of their land for a permit
- GSD does not allege either of these things. GSD alleges that the City has made a zoning decision with which they disagree
- Accordingly, there is no taking and no review under Chapter 2-5

Zoning Is Not a Taking

- Utah has always recognized the essential nature of zoning in providing for effective, sustainable development
- The zoning process maximizes long term property values by creating strong, well planned communities and ensuring that uses are appropriate and complementary
- The City Council makes long term land use decisions and does not simply seek to maximize short term profits for particular private actors

Zoning Is Not a Taking

- Property owners sometimes feel aggrieved when any law restricts them from using their property without regulation
- Recent experience shows that predictions of total loss of value are without merit
- Even when a zoning change leads to a loss of value, federal and state courts have unanimously held that this is not a taking
- If you can still use your property, it isn't a taking