The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, October 22, 2019, 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.

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. October 15, 2019

6. Awards, Ceremonies and Proclamations:

   A. Proclamation Declaring November 1, 2019 as "Extra Mile Day" 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

- 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.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

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 Council or City Staff may respond within the 30-minute period.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Resolutions:

A. 19-117: Authorize the Execution of an Amendment to a Development Agreement with Stay WVC, LLC for Property Located at Approximately 1776 West 4100 South

9. Consent Agenda:

A. Reso. 19-133: Authorize the City to Enter into a Right of Way Contract and Accept an Underground Right of Way Easement With and From Brian and Lori Creighton for Property Located at Approximately 5954 West 3500 South

B. Reso. 19-134: Authorize the City to Enter into a Right of Way Contract and Accept an Underground Right of Way Easement With and From Carol Winkempleck and Yolanda Taylor for Property Located at Approximately 5966 West 3500 South

C. Reso. 19-135: Authorize the City to Enter into a Right of Way Contract and Accept an Underground Right of Way Easement With and From Oil Slick Holdings LLC for Property Located at Approximately 5534 West 3500 South

D. Reso. 19-136: Authorize the City to Enter into a Right of Way Contract and Accept an Underground Right of Way Easement With and From RueCo LLC for Property

Located at Approximately 3567 South 5600 West

10. Motion for Closed Session (if necessary)

11. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – OCTOBER 15, 2019
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, OCTOBER 15, 2019, AT 6:30 P.M. IN THE COUNCIL CHAMBERS, 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
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/ HR Director
Steve Pastorik, Acing CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
John Evans, Fire Chief
Russell Willardson, Public Works Director
Layne Morris, CPD Director
Nancy Day, Parks and Recreation Director
Sam Johnson, Strategic Communications Director

OPENING CEREMONY
Councilmember Steve Buhler conducted the Opening Ceremony. He requested that members of the audience, City Staff, and the Council rise and recite the Pledge of Allegiance.

SPECIAL RECOGNITIONS- SCOUTS
Mayor Bigelow welcomed Scout Troop No. 844 in attendance at the meeting to complete requirements for the Citizenship in the Community merit badge.

APPROVAL OF MINUTES OF REGULAR MEETING HELD OCTOBER 1, 2019 AND OCTOBER 8, 2019

DRAFT

The Council considered the Minutes of the Regular Meeting held October 1, 2019 and October 8, 2019. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held October 1, 2019 and October 8, 2019. Councilmember Buhler seconded the motion.

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

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Laura Thackery stated that she is concerned about what she heard in the Study Meeting. She indicated that the Mayor has stated he supports the change to the development agreement for the apartments. Ms. Thackery noted that the applicant has proposed to decrease the size of the units and this has happened multiple times to other apartment complexes in the City. Ms. Thackery noted the E-Gate apartments and the Colisimo project. She stated that more people will live in a 2 or 3 bedroom unit which will increase the need for more sewer, water, traffic, and police. Ms. Thackery stated that the applicant is changing their high-end proposal and added that owner occupied townhome units provide more ownership pride and roots in the community. She also indicated that residents typically come and leave at the same time every day while commercial property has traffic in and out throughout the day.

B. **CITY MANAGER COMMENTS**

Wayne Pyle, City Manager, had no comments.

C. **CITY COUNCIL COMMENTS**

Upon inquiry, members of the City Council had no comments.

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION S-6-2019, FILED BY KEVIN NEWMAN, REQUESTING FINAL PLAT APPROVAL FOR THE BAILEY ACRES SUBDIVISION LOCATED AT 3600 SOUTH 5600 WEST**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled October 15, 2019, in order for the City Council to hear and consider public comments regarding application S-6-2019, filed by Kevin Newman, requesting Final Plat Approval for the Bailey Acres Subdivision located at 3600 South 5600 West.

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

Mr. Kevin Newman, representing the Bailey family, is requesting final plat approval for the Bailey Acres Subdivision and the amendment of lot 1 Jonesdale Subdivision No. 7. The developer is proposing to subdivide the existing parcel into 5 lots. Due to the configuration of the property, the owner of lot 1 Jonesdale Subdivision No. 7, has asked that the property owner sell him approximately 4800 square feet to increase the size of his lot. The total lot count for the proposed subdivision will be 6 lots. Existing dwellings located on lots 1 and 6 will remain. Although zoned R-1-8, the average lot size has been calculated at approximately 11,720 square feet.

Access to the subdivision will be gained from 5600 West (for the existing dwelling on lot 6) and from 5650 West and a private lane for the remainder of the lots. Public improvements exist on both 5600 West and 5650 West. The private lane will provide access to lots 4 and 5. A cross easement will be generated by the subdivision plat addressing access, utilities and maintenance responsibilities.

The developer will be required to install a 6-foot solid masonry wall along 5600 West. It is anticipated that a post and panel wall will be the choice of wall used here. Between the wall and sidewalk along 5600 West exists a small gap. The developer will be required to install stamped colored concrete here to help reduce maintenance on the outside of the subdivision.

Mayor Bigelow opened the Public Hearing.

Darrell Curtis stated that this property is parceled for 6 lots and is being developed for 4. He stated he feels this is a small section of property for so many additions and he would like to see larger lots and less homes.

Mayor Bigelow closed the Public Hearing.

ACTION: ORDINANCE NO. 19-42, APPROVE THE AMENDMENT OF LOT 1 JONESDALE SUBDIVISION NO. 7

The City Council previously held a public hearing regarding proposed Ordinance 19-42 that would approve the amendment of lot 1 Jonesdale Subdivision No. 7.

Councilmember Buhler noted that the applicant has met all the requirements in the ordinance. He stated that that this could be handled at a staff level but the Council has decided, as a policy, that they would like to review these types of applications so they are aware. Steve Pastorik verified this was accurate. Wayne agreed.

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

Councilmember Buhler moved to approve Ordinance 19-42.

Councilmember Lang seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION 19-131: REQUEST THE RECERTIFICATION OF THE WEST VALLEY CITY JUSTICE COURT BY THE UTAH JUDICIAL COUNCIL AND THE JUSTICE COURTS STANDARDS COMMITTEE

Mayor Bigelow discussed proposed Resolution 19-131 that would recertify the West Valley City Justice Court by the Utah Judicial Council and the Justice Courts Standards Committee.

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

> The West Valley City Justice Court operates under the authority of the Utah Code and the rules of the Utah Judicial Council and is certified by the Utah Judicial Council and the Justice Courts Standards Committee. Every four years the Justice Court must be recertified by these entities to ensure that the Justice Court is operating in compliance with the applicable laws and regulations.
>
> The City was recently notified by the Administrative Office of the Courts that the West Valley City Justice Court is due for recertification. This Resolution affirms the City's willingness to continue to meet all necessary and reasonable requirements set forth by the Utah Code and the Utah Judicial Council for continued operation of the Justice Court for another four-year term

Upon inquiry by Mayor Bigelow there were no further questions from members of the City

Council, and he called for a motion.

Councilmember Christensen moved to approve Resolution 19-131

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION 19-132: APPROVE AGREEMENTS BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY TO PROVIDE "ZOO, ARTS, AND PARKS FUNDS" TO THE UTAH CULTURAL CELEBRATION CENTER AND TO THE HARMAN THEATRE

Mayor Bigelow discussed proposed Resolution 19-132 that would approve agreements between West Valley City and Salt Lake County to provide "Zoo, Arts, and Parks Funds" to the Utah Cultural Celebration Center and to the Harman Theatre.

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

> The Utah Cultural Celebration Center will primarily use Zoo Arts and Parks (ZAP) funding for General Program Development in four designated areas: 1) educational programming and workshops, 2) festivals, celebrations, and concerts, 3) personnel, and 4) gallery exhibitions. With this new funding, the Cultural Center will be able to expand its community-based arts and cultural programming. The Center will also be able to reach a greater number of West Valley City and Salt Lake County residents of all ages and income levels who represent many cultural and ethnic groups.
>
> The Cultural Center has become the preferred destination for many high quality and diverse cultural and arts events that reflect the interests of the community and enhance the image of West Valley City. The Cultural Center is poised to continue maximizing the benefits that will result from the yearly ZAP financial award. Over

the next twelve months, the Center will develop community programming, continue to seek and expand diversified funding sources, and collaborate on opportunities for residents to experience quality multidisciplinary arts and cultural programming. The Harman Theatre will serve as an additional opportunity to achieve these goals and enhance the artistic and cultural life of the City.

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

Councilmember Huynh moved to approve Resolution 19-132

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

MOTION TO ADJOURN
Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, OCTOBER 15, 2019 WAS ADJOURNED AT 6:50 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, October 15, 2019.

_____
Nichole Camac, CMC
City Recorder

DRAFT

DRAFT

PROCLAMATION

WEST VALLEY CITY, UTAH

A PROCLAMATION DECLARING NOVEMBER 1, 2019 AS "EXTRA MILE DAY" IN WEST VALLEY CITY.

WHEREAS, West Valley City is a community which acknowledges that a special vibrancy exists with the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, West Valley City is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends and community; and

WHEREAS, West Valley City is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, West Valley City has 259 registered users on the justserve.org volunteer website, 58 projects posted over the last year, and 1,937 hours of reported hours of service in the last 6 months; and

WHEREAS, West Valley City acknowledges the mission of the Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2019.

NOW, THEREFORE, we, the Mayor and City Council of West Valley City, do hereby proclaim November 1, 2019 to be Extra Mile Day. We urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those around who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

DATED this 22nd day of October, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Neighborhood: Briarwood
Budget Opening Required: ☐

ISSUE:
A resolution authorizing the City to amend a development agreement with Stay WVC, LLC.

SYNOPSIS:
This resolution authorizes an amendment to a development agreement between the City and Stay WVC, LLC to establish minimum standards for an apartment and townhome development at 1776 West 4100 South.

BACKGROUND:
In April of 2018, the City Council approved a zone change and development agreement for a commercial and residential project on the northwest corner of 4100 South and Redwood Road (formerly Kmart). Rich Day, representing Stay WVC, LLC is requesting an amendment to this agreement for the residential portion of the project. The provisions relating to the commercial portion of the property would remain unchanged.

A previous version of the proposed development agreement amendment was considered by the Council on 9/10 and continued. The applicant is now proposing an amendment with fewer changes as option 1. As an alternative to option 1, option 2 includes all of the same commitments as option 1 for the apartments but replaces the townhomes with open space. Included with this report is a table that compares the standards in the original agreement with those proposed in options 1 and 2. Below is a summary of the proposed changes to the development agreement that apply to option 1:

- Reducing the height of the apartment building from 7 to 6 floors
- Changing the architecture of the apartment building to include ground level units
- Reducing the number of townhome units by 3
- Changing the architecture of the townhomes to compliment the apartment building
- Increasing the area of the townhomes by going from 2 to 3 stories
- Changing the unit mix and unit sizes in the apartment building to increase the variety of unit types and to include more 2 and 3 bedroom units
- Changing the 5 upper floors from concrete to wood construction with extra sound attenuation and fire rating on the wood

RECOMMENDATION:
Staff recommends approval to the City Council.

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. 19-117

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A DEVELOPMENT AGREEMENT WITH STAY WVC, LLC FOR PROPERTY LOCATED AT APPROXIMATELY 1776 WEST 4100 SOUTH.

WHEREAS, a development agreement ("Agreement") was previously approved between West Valley City and West Valley, JMYL, LP, the predecessor-in-interest to Stay WVC, LLC (the "Developer"); and

WHEREAS, Developer desires to amend the Agreement to modify certain development standards applicable to a portion of the development; and

WHEREAS, an amendment to the Agreement (the "First Amendment") has been prepared for execution by and between West Valley City and Developer; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the First Amendment to the Development Agreement between West Valley City and Developer; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City that the First Amendment to the Development Agreement with Developer is hereby approved, and that the Mayor is hereby authorized to execute said Amendment for and in behalf of West Valley City, subject to approval of the final form of the Amendment by the City Manager and the City Attorney's office.

PASSED, APPROVED and MADE EFFECTIVE this 22nd day of October, 2019.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

34

12763223
04/30/2018 01:44 PM $0.00
Book - 10669 Pg - 8569-8602
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
3600 CONSTITUTION BLVD
WVC UT 84119-3720
BY: MZP, DEPUTY - WI 34 P.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this 18th day of April, 20 18, by and between West Valley, JMYL, LP, a California limited partnership, (herein "Developer") for the land to be included in or affected by the project located at approximately 1770 West 4100 South 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 12.77 acres of real property located at approximately 1770 West 4100 South in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new multifamily housing 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, constructed, and managed as set forth in the specific design conditions set forth in Exhibits "B", "C", "D", "E", "F", "G", "H", and "I". 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", "B", "C", "D", "E", "F", "G", "H", and "I" 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:	West Valley, JMYL, LP Attn: Edward Corn, Jr. 11855 Goshen Avenue #103 Los Angeles, California 90049
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: BMH
Date: 4/18/18

DEVELOPER

Notary Public
BRENDA TURNBLOM
Commission #685415
My Commission Expires
September 16, 2019
State of Utah

By: Ed Corn

Its: General Partner

State of Utah)
:ss
County of Salt Lake)

On this 18th day of April, 2018, personally appeared before me Edward Corn, 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 General Partner of West Valley, JMYL, LP, a California lim. partnership, and that said document was signed by him in behalf of said CA LP by authority of its bylaws or a Resolution of its Board of Directors, and he acknowledged to me that said CA LP executed the same.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 15-34-377-019

BEG N 0°01'20" W 260.00 FT & N 89°53'39" W 53.00 FT FR S 1/4 COR SEC 34, T1S, R1W, SLM; N 89°53'39" W 314.00 FT; S 0°01'20" E 207.00 FT; N 89°53'39" W 432.98 FT; W'LY ALG A 1152.19 FT RADIUS CURVE TO R 119.72 FT (CHD N 86°55'03" W 119.66 FT); W'LY ALG A 1258.19 FT RADIUS CURVE TO L 38.88 FT (CHD N 84°49'34" W 38.88 FT); N 20°19'24" W 69.34 FT; N 31°22'27" W 90.41 FT; N 40°22'48" W 89.83 FT; N 38°52'00" W 121.94 FT; N 39°19'14" W 90.39 FT; N 0°06'37" W 226.06 FT; S 89°57'14" E 1168.54 FT; S 0°01'20" E 404.96 FT TO BEG. LESS & EXCEPT, BEG N 00°01'20" W 463.96 FT & S 89°58'40" W 53.00 FT FR S 1/4 COR OF SD SEC 34; S 89°58'40" W 156.82 FT; N 00°01'20" W 159.97 FT; N 89°58'40" E 156.82 FT; S 00°01'20" E 159.97 FT TO BEG. ALSO LESS & EXCEPT, BEG N 89°53'29" W 958.33 FT & N 00°06'21" E 62.65 FT FR S 1/4 COR OF SD SEC 34; N 20°19'24" W 69.34 FT; N 31°22'27" W 15.98 FT; N 73°07'20" E 79.95 FT; S 89°53'39" E 66.21 FT; S'LY ALG A 200.00 FT RADIUS CURVE TO L 36.36 FT (CHD S 24°25'41" E 36.31 FT); S 29°38'11" E 18.14 FT; S'LY ALG A 100.00 FT RADIUS CURVE TO R 51.91 FT (CHD S 14°45'55" E 51.33 FT); S 00°06'21" W 13.17 FT; W'LY ALG A 1152.19 FT RADIUS CURVE TO R 108.86 FT (CHD N 86°38'51" W 108.82 FT); W'LY ALG A 1258.19 FT RADIUS CURVE TO L 38.88 FT (CHD N 84°49'34" W 38.88 FT) TO BEG.

EXHIBIT B

DEVELOPMENT STANDARDS

Overall Development

1. Landscaping within the parkstrips along 4100 South and Redwood Road shall match what was approved for the CVS on the corner.
2. The amount and location of landscaping shall be substantially like the conceptual landscape plan in Exhibit C. Plant varieties and sizes shall be determined during the conditional use review process.
3. There shall be a decorative, masonry wall along the north and west property lines as shown in Exhibit D.
4. There shall be pedestrian connectivity throughout the site as shown in Exhibit E.
5. No more than two pad sites can be less than 20,000 square feet in area.
6. The existing poles signs for Kmart, Club Rendezvous and Transmasters shall be removed from the site.
7. If the Jiffy Lube property becomes smaller than shown in Exhibit C, the remainder area shall be landscaped.

Apartments

Number of Units

1. The maximum number of apartment units shall be 430.

Unit Sizes and Mix

2. The minimum unit sizes shall be 700 square feet for studio units, 800 square feet for 1-bedroom units, 1,100 square feet for 2-bedroom units and 1,300 square feet for 3-bedroom units. There shall be no more than 10 studio units and 208 1-bedroom units.

Materials

3. The construction of the building shall be of precast concrete walls.
4. Exterior building materials shall include concrete, metal panels, tile, fiber cement siding and synthetic wood as illustrated in Exhibit F.
5. All façades shall have a change of material applied to at least 20% of the façade.

Architecture

6. All façades shall have a change of color applied to at least 20% of the façade.
7. All offsets or projections shall be a minimum depth of 2' and a minimum width of 4'.
8. The building shall be constructed substantially like the renderings in Exhibit G. With the exception of exterior materials, all of the requirements in Chapter 7-11 Part 4 of the Zoning Ordinance (multi-unit residential design standards) shall be met. This means that the proposed apartment building may need to be revised as part of the conditional use process to meet the ordinance standards. All façades of the building shall be finished with the same materials and level of detail as shown for the south façade in the renderings.

9. The building shall not exceed 6 floors, except for the middle portion of the building over the main entrance, where 7 floors shall be allowed.

Interior Finishes

10. All units shall have a minimum of 9-foot ceilings.
11. All units on the 7th floor shall have vaulted ceilings. All units on the 6th floor that are not covered by 7th floor units shall also have vaulted ceilings.
12. All unit interiors shall include 2-tone paint.
13. All units shall have a master bedroom walk-in closet.
14. All units shall be equipped with full size washers and dryers.
15. All units shall have stainless steel appliances.
16. All units shall have built-in microwave ovens, except for the ADA units.
17. All units shall have garbage disposals.
18. All units shall have granite or solid surface (e.g. Corian, Swanstone or similar) countertops in the kitchen and baths.
19. All units shall have high speed internet capacity.

Amenities

20. All portions of the building, including the garage, shall only be accessed through secured key card access. A security system shall be installed with cameras located in the parking garage, storage spaces and common hallways.
21. The project shall include the following: swimming pool, hot tub, courtyard, community room with full kitchen, 500 garage parking stalls on the main level, on site-manager, fitness room, private balconies, tot lot, basketball court, bicycle storage, covered pavilions, barbeque and a business center with Wi-Fi and computers for residents.
22. There shall be shared roof patios on the sixth and seventh floors.
23. All air conditioning units shall be screened with a parapet or landscaping.
24. There shall be a minimum of 22 bicycle parking spaces available, located within 100' of the central entrance.
25. An entry feature shall be included.

Management

26. All units shall have no income restrictions and shall be totally market driven.
27. Apartments and associated site improvements shall be managed in accordance with the management standards in Exhibit H.

Townhomes

Number of Units

1. The maximum number of units shall be 21.

Unit Sizes

2. All units shall have 3 bedrooms.
3. The minimum unit size shall be 1,539 square feet of finished floor space above grade.
4. All units shall include basements.

Architecture

5. The buildings shall be built substantially like the rendering and elevations in Exhibit I. All of the requirements in Chapter 7-11 Part 4 of the Zoning Ordinance (multi-unit residential design standards) shall be met. This means that the proposed townhomes may need to be revised as part of the subdivision approval process to meet the ordinance standards.
6. Buildings with three or more units shall have a minimum of one, 2 (two) foot recess differential offset on a different plane from the rest of the units.
7. All units shall have enclosed living space above the garage.
8. All garage doors shall include windows.
9. All buildings located on a corner shall have a side entry garage.
10. All units shall have a private patio/deck.

Interior Finishes

11. All units shall have a minimum of 9-foot ceilings.
12. All units shall have walk-in closets in the master bedroom.
13. All units shall have built-in microwave ovens.
14. All units shall have garbage disposals.
15. All unit interiors shall include 2-tone paint.
16. All units shall have granite or solid surface (e.g. Corian, Avonite, Swanstone or similar) countertops in the kitchen and bathrooms.

Amenities

17. All units shall have private yard space in the rear.
18. All air conditioning units shall be located on the ground and shall be screened with landscaping.
19. Upon completion of all the on-site improvements, the developer shall provide a letter to the City from an independent engineering firm which certifies that all the on-site improvements are completed as shown on the plans approved by the City. For the purposes of this provision, on-site improvements shall include landscaping; irrigation; private streets; sidewalks; trails; parking; lighting; entrance features; fencing; outdoor recreational amenities; and other similar improvements.

EXHIBIT C

CONCEPTUAL LANDSCAPE PLAN

EXHIBIT D

LOCATION OF MASONRY WALL

EXHIBIT E

PEDESTRIAN CONNECTIONS

EXHIBIT F

BUILDING MATERIALS

EXHIBIT G

APARTMENT BUILDING RENDERINGS

EXHIBIT H

MANAGEMENT STANDARDS

The Developer shall either retain a private property manager approved by the City or manage the property itself, with the Developer being ultimately responsible to ensure that the property is managed in accordance with this Agreement. The property manager shall conform to the following standards:

1) Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress or egress, including but not limited to storage.
2) Weekly inspections of the site and common areas shall be performed by the management.
3) Quarterly inspections of each apartment unit shall be performed by the management.
4) Following inspections, the property manager and shall take action to remedy any violations of the West Valley City Municipal Code or this Agreement within 48 hours, unless otherwise agreed by the City.
5) The management shall perform monthly resident visits where each resident receives personal contact from the management.
6) The property manager shall submit a property management plan to the City for the City's approval prior to accepting any engagement to manage the Property. The property management plan shall include provisions for the maintenance of the property, including but not limited to painting, routine upkeep, appliance maintenance, window washing, and similar activities.
7) The property manager shall obtain and maintain a West Valley City business license.
8) The property manager shall ensure that initial leases are for a minimum term of one year.
9) The property manager shall maintain the property in accordance with the management plan, City ordinances, and the provisions of this Agreement.
10) The property manager shall conduct a criminal background check on all prospective tenants. Tenants with a criminal conviction described in 42 U.S.C. § 3607(b)(4) or any successor statute shall not be permitted. Tenants with a sex offense conviction, a felony conviction in the last five years, a domestic violence conviction in the last five years, or any violent criminal conviction in the last three years shall not be permitted.
11) The property manager shall screen all applicants over the age of 18 for:

a. A demonstrated ability to pay rent on time.
b. A demonstrated ability to comply with the terms of a lease/rental agreement.
c. Favorable current and/or former rental history: Endorsement from a minimum of two (2) landlords is preferred. Inquiries will address rental history regarding on-time payment of rent and utilities, history of violations of the lease and house rules, history of disruptive behavior and/or interference with the management of the property, history of evictions, unlawful detainers, history of housekeeping habits, and other history of applicable tenant/landlord relationship criteria.
d. Credit references

12) The property manager shall take prompt action against tenants materially violating the lease rules or participating in or causing a violation of the West Valley City Municipal Code or this Agreement.

13) Upon request, the property manager shall provide the City with any documentation reasonably required by the City to demonstrate compliance with City ordinances or this Agreement.

14) Patios and balconies are to be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.

15) The use or storage of charcoal burners, liquid petroleum, gas fueled, or other open flame cooking devices is prohibited inside apartments and on patios and balconies.

16) All landscaping must be maintained in accordance with the West Valley City Municipal Code and the landscaping plans submitted to the City as part of this Agreement and any other land use approvals. All landscaping must be weed and litter free.

17) All parking areas must be well maintained, free of potholes, and free of litter.

18) Garages must be used for vehicle storage. The use of garages as accessory storage units is not permitted.

19) Smoking is not permitted on any part of the Property.

20) Residents committing illegal acts or causing nuisances shall be removed from the Property.

21) Only those persons listed as residents in the lease agreement shall be permitted to live in the apartments.

22) No items shall be hung in windows except for curtains and blinds. Blankets, sheets, towels, sunshades, aluminum foil, and similar items are not permitted in windows.

EXHIBIT I

TOWNHOME RENDERINGS AND ELEVATIONS

Exhibit C

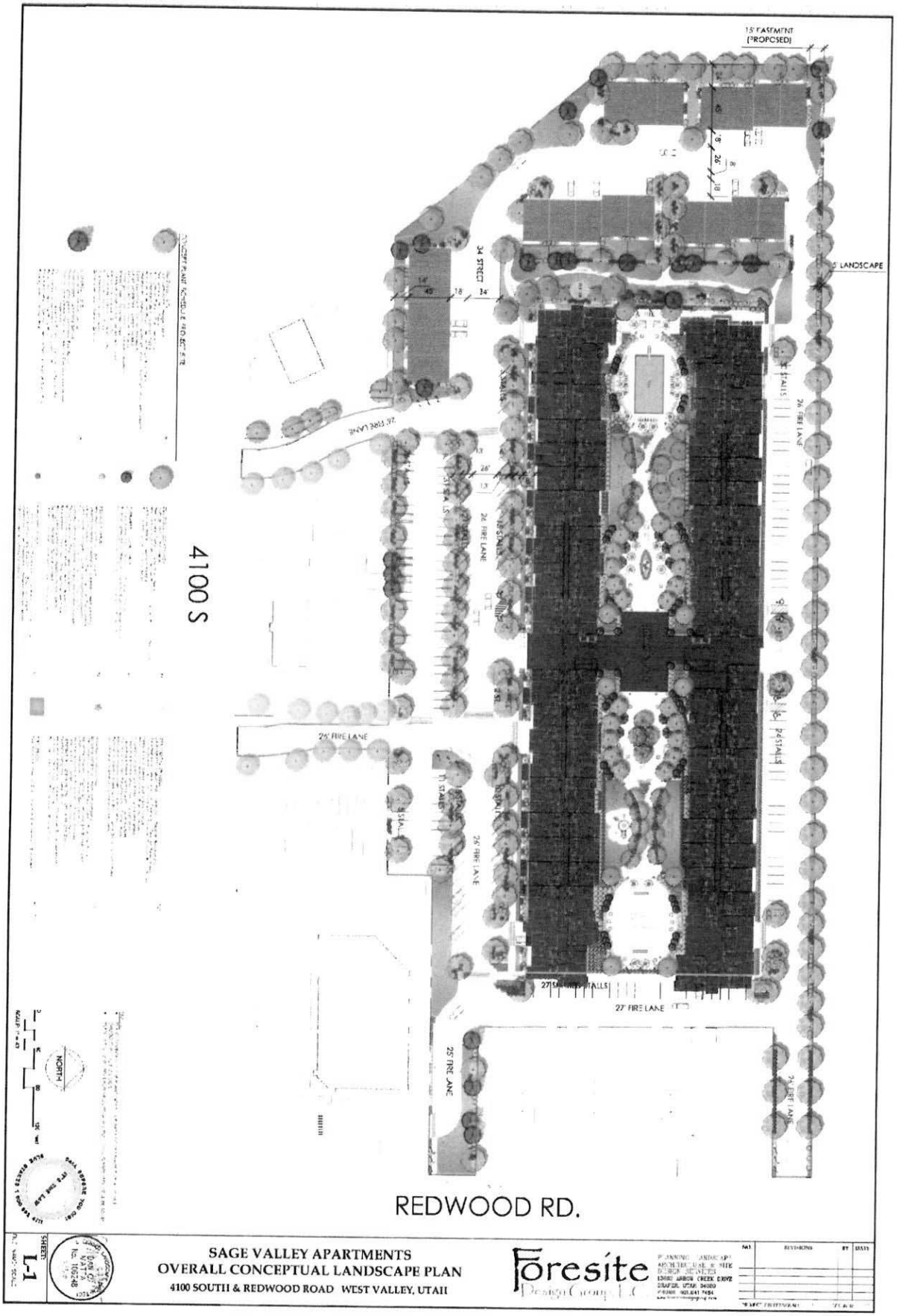

15' EASEMENT (PROPOSED)
LANDSCAPE
34 STREET
26' FIRE LANE
25' FIRE LANE
27' FIRE LANE
4100 S
REDWOOD RD.
NORTH
SAGE VALLEY APARTMENTS
OVERALL CONCEPTUAL LANDSCAPE PLAN
4100 SOUTH & REDWOOD ROAD WEST VALLEY, UTAH
Foresite
SHEET:
L-1

Exhibit D

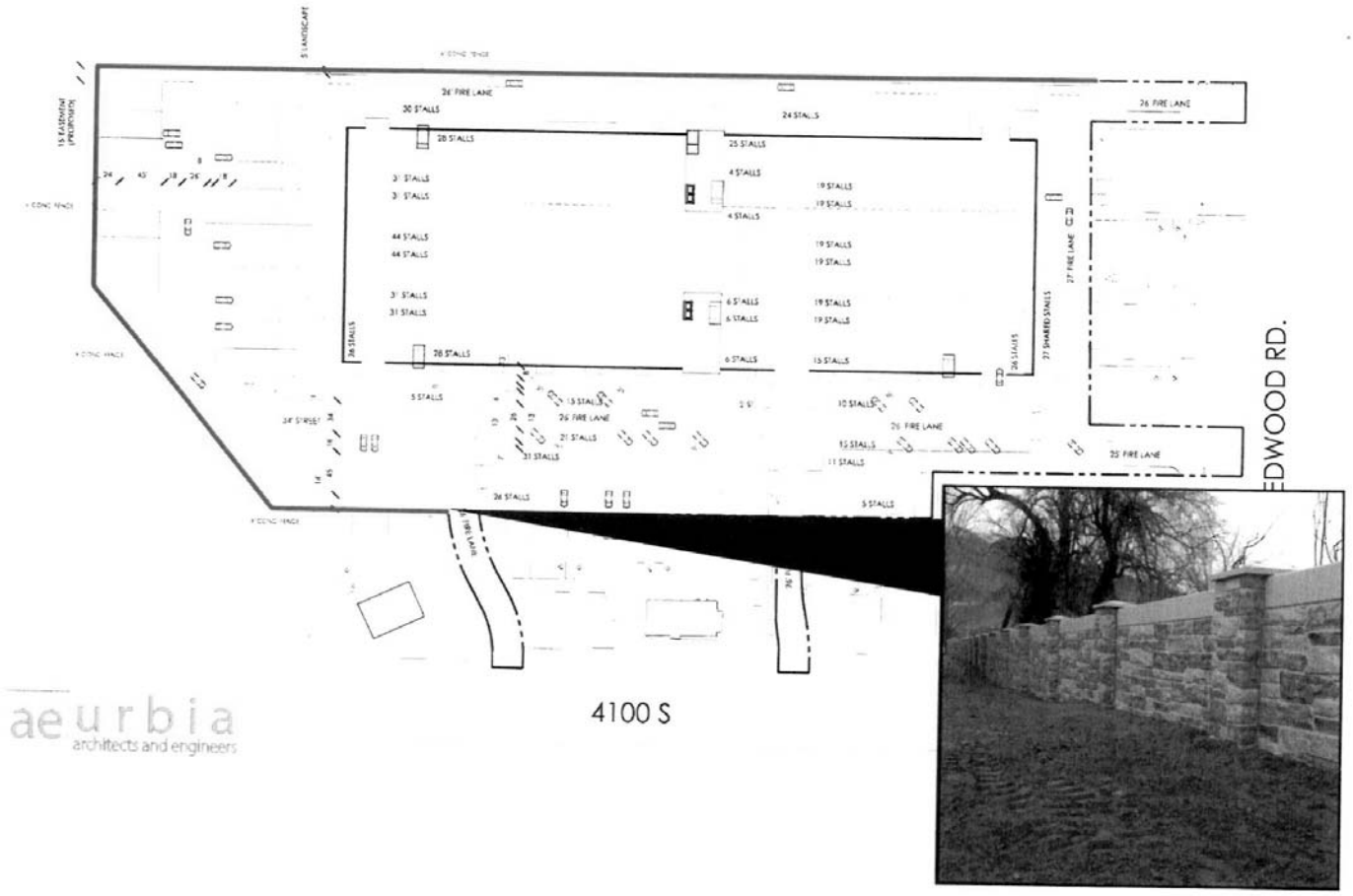


Exhibit E

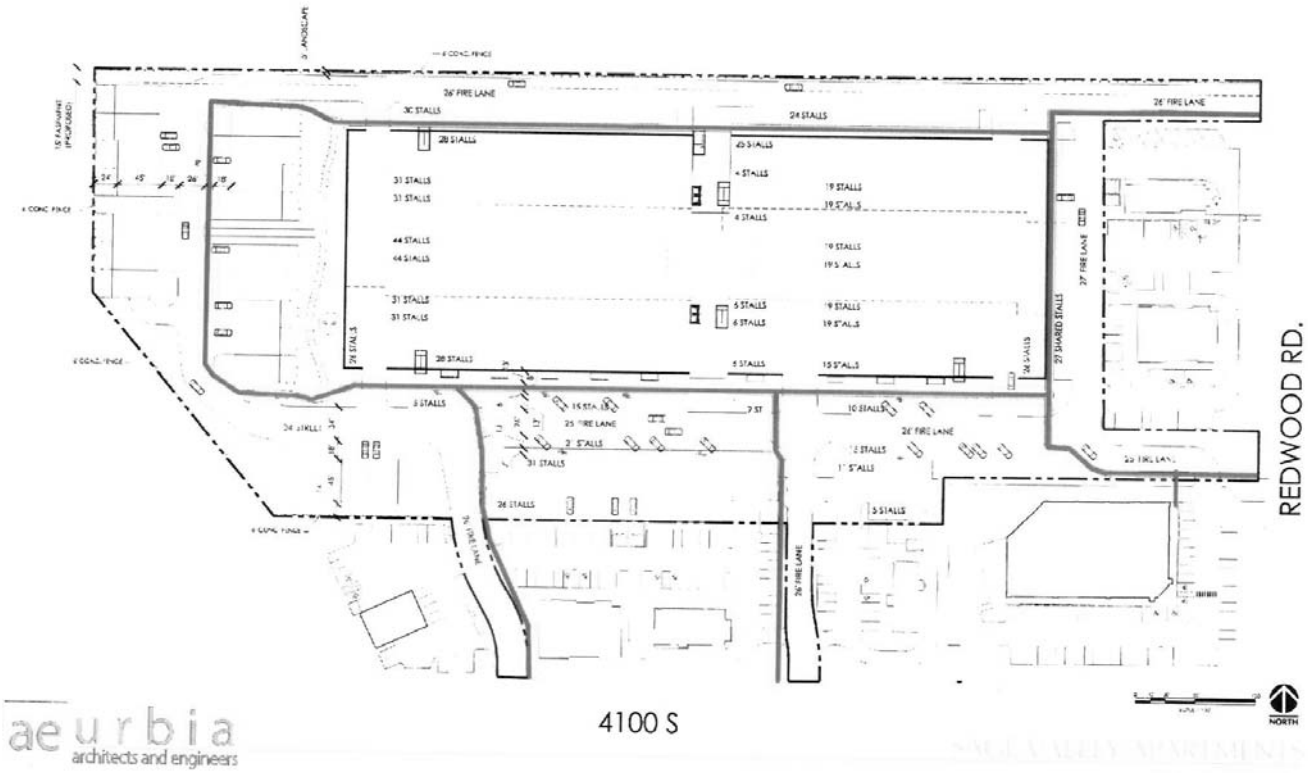


Exhibit F



aeurbia
architects and engineers

SAGE VALLEY APARTMENTS

Exterior to Include:
Concrete, Fiber Cement, Synthetic Wood, Tile and Metal
(ON ALL FOUR SIDES)

Exhibit G



aeurbia
architects and engineers

SAGE VALLEY APARTMENTS

Exhibit G



aeurbia
architects and engineers

SAGE VALLEY APARTMENTS

Exhibit G



aeurbia
architects and engineers

SAGE VALLEY APARTMENTS

Exhibit G



aeurbia
architects and engineers

SAGE VALLEY APARTMENTS

Exhibit G



aeurbia
architects and engineers

SAGE VALLEY APARTMENTS

Exhibit G



aeurbia
architects and engineers

SAGE VALLEY APARTMENTS

Exhibit G



aeurbia
architects and engineers

SAGE VALLEY APARTMENTS

Exhibit G



aeurbia
architects and engineers

SAGE VALLEY APARTMENTS

Exhibit H: Management Standards

The Developer shall either retain a private property manager approved by the City or manage the property itself, with the Developer being ultimately responsible to ensure that the property is managed in accordance with this Agreement. The property manager shall conform to the following standards:

1) Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress or egress, including but not limited to storage.
2) Weekly inspections of the site and common areas shall be performed by the management.
3) Quarterly inspections of each apartment unit shall be performed by the management.
4) Following inspections, the property manager shall take action to remedy any violations of the West Valley City Municipal Code or this Agreement within 48 hours, unless otherwise agreed by the City.
5) The management shall perform monthly resident visits where each resident receives personal contact from the management.
6) The property manager shall submit a property management plan to the City for the City's approval prior to accepting any engagement to manage the Property. The property management plan shall include provisions for the maintenance of the property, including but not limited to painting, routine upkeep, appliance maintenance, window washing, and similar activities.
7) The property manager shall obtain and maintain a West Valley City business license.
8) The property manager shall ensure that initial leases are for a minimum term of one year.
9) The property manager shall maintain the property in accordance with the management plan, City ordinances, and the provisions of this Agreement.
10) The property manager shall conduct a criminal background check on all prospective tenants. Tenants with a criminal conviction described in 42 U.S.C. § 3607(b)(4) or any successor statute shall not be permitted. Tenants with a sex offense conviction, a felony conviction in the last five years, a domestic violence conviction in the last five years, or any violent criminal conviction in the last three years shall not be permitted.
11) The property manager shall screen all applicants over the age of 18 for:
    a. A demonstrated ability to pay rent on time.

b. A demonstrated ability to comply with the terms of a lease/rental agreement.
c. Favorable current and/or former rental history: Endorsement from a minimum of two (2) landlords is preferred. Inquiries will address rental history regarding on-time payment of rent and utilities, history of violations of the lease and house rules, history of disruptive behavior and/or interference with the management of the property, history of evictions, unlawful detainers, history of housekeeping habits, and other history of applicable tenant/landlord relationship criteria.
d. Credit references

12) The property manager shall take prompt action against tenants materially violating the lease rules or participating in or causing a violation of the West Valley City Municipal Code or this Agreement.

13) Upon request, the property manager shall provide the City with any documentation reasonably required by the City to demonstrate compliance with City ordinances or this Agreement.

14) Patios and balconies are to be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.

15) The use or storage of charcoal burners, liquid petroleum, gas fueled, or other open flame cooking devices is prohibited inside apartments and on patios and balconies.

16) All landscaping must be maintained in accordance with the West Valley City Municipal Code and the landscaping plans submitted to the City as part of this Agreement and any other land use approvals. All landscaping must be weed and litter free.

17) All parking areas must be well maintained, free of potholes, and free of litter.

18) The parking garage must be used for vehicle storage only. The use of the parking garage as accessory storage units is not permitted.

19) Smoking is not permitted on any part of the Property.

20) Residents committing illegal acts or causing nuisances shall be removed from the Property.

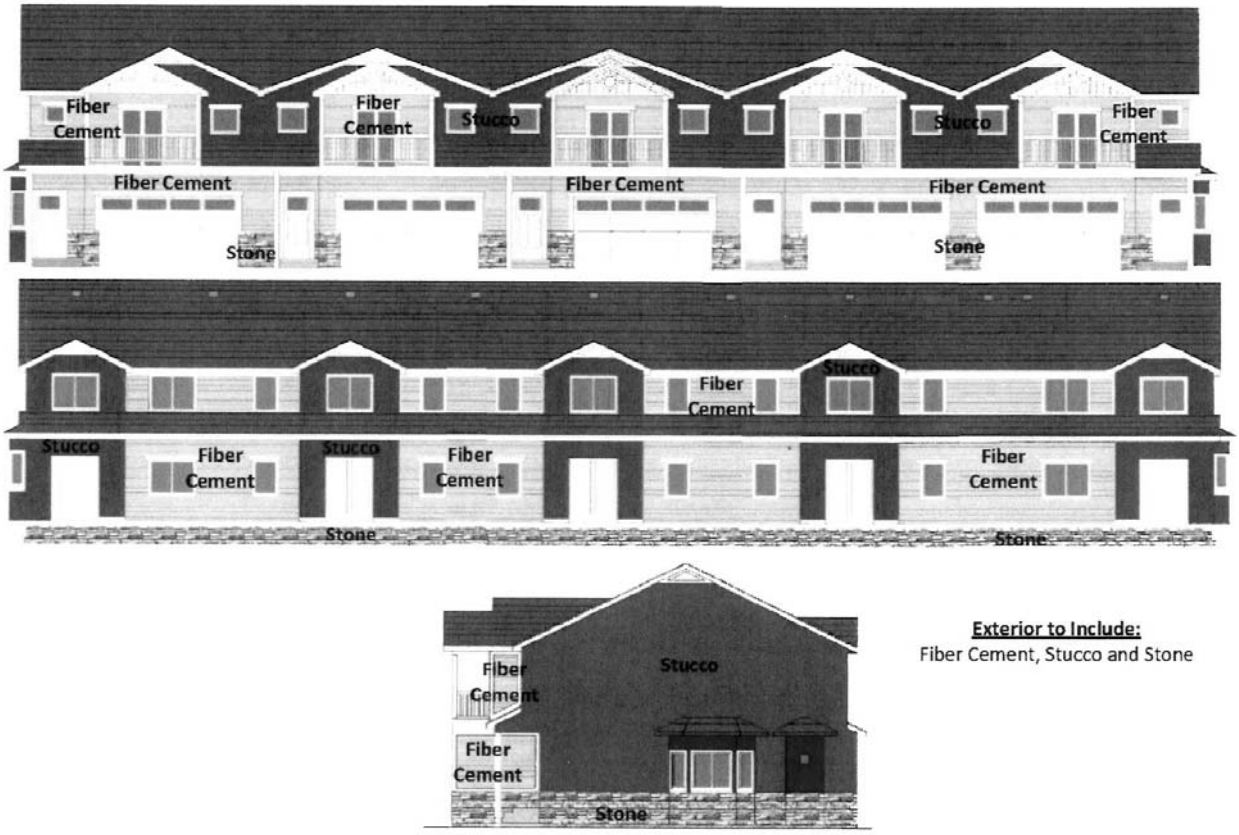
21) Only those persons listed as residents in the lease agreement shall be permitted to live in the apartments.

22) No items shall be hung in windows except for curtains and blinds. Blankets, sheets, towels, sunshades, aluminum foil, and similar items are not permitted in windows.

Exhibit I



Exhibit I



Exterior to Include:
Fiber Cement, Stucco and Stone

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is entered into this _____ day of _____, 2019, by and between WEST VALLEY CITY ("City"), a municipal corporation of the state of Utah, and STAY WVC, LLC ("Developer"), a Utah limited liability company. The City and the Developer are referred to in this Amendment collectively as the "Parties" and individually as a "Party".

W I T N E S S E T H

WHEREAS, the City and West Valley, JMYL, LP (Developer's predecessor-in-interest as to the property governed by this Amendment) entered into a Development Agreement (the "Original Agreement") on April 18, 2018, in which the City and West Valley, JMYL, LP established minimum standards for a residential development; and

WHEREAS, the Developer proposes to modify certain development standards applicable to a portion of the property governed by the Original Agreement; and

WHEREAS, the Parties wish to amend the Original Agreement to implement the proposed changes;

NOW, THEREFORE, for and in consideration of the mutual promises and performances set forth in the Original Agreement and this Amendment, the Parties agree that the Original Agreement is amended as set forth herein.

1. This Amendment applies only to Salt Lake County Parcel 15-34-377-025, Lot 1, JMYL West Valley Subdivision (the "Amendment Property"). Any property other than the Amendment Property shall remain governed only by the Original Agreement, while the Amendment Property shall be governed by the Original Agreement, subject to the amendments made herein.

2. Exhibits B, C, D, E, F, G, H, and I to the Original Agreement are replaced in their entirety by the attached Exhibits B, C, D, E, F, G, H, and I.

3. All other terms and conditions of the Original Agreement not specifically amended herein shall remain unchanged and in full force and effect.

4. This Amendment shall be effective on the date upon which the last Party executes by signature below.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment, on or as of the date first above written.

WEST VALLEY CITY:

By: _____
Mayor

ATTEST:

_____
City Recorder

DEVELOPER:

By:_____

Its:_____

State of)
:ss
County of)

On this _____ day of _____, 2019, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], of **Stay WVC, LLC**, a Utah limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

_____
Notary Public

EXHIBIT B

Development Standards

Overall Development

1. Landscaping within the park strips along 4100 South and Redwood Road shall match what was approved for the CVS on the corner.
2. The amount and location of landscaping shall be substantially like the conceptual landscape plan in Exhibit C. Plant varieties and sizes shall be determined during the conditional use review process. The maximum spacing between trees shall be 30' along the north side of the property and 20' along the west side of the property.
3. There shall be a decorative, masonry wall along the north and west property lines as shown in Exhibit D.
4. There shall be pedestrian connectivity throughout the site as shown in Exhibit E.
5. No more than two pad sites can be less than 20,000 square feet in area.
6. The existing sign poles for Kmart, Club Rendezvous and Transmasters shall be removed from the site.
7. If the Jiffy Lube property becomes smaller than shown in Exhibit C, the remaining area shall be landscaped.

Apartments

Number of Units

1. The maximum number of apartment units shall be 430.

Unit Sizes and Mix

2. The minimum unit sizes shall be 1,423 square feet for the Gatehouse units, 675 square feet for 1-bedroom units, 937 square feet for 2-bedroom units and 1,158 square feet for 3-bedroom units. There shall be no more than 156 1-bedroom units.

Materials

3. The construction of the building shall be of a concrete parking structure and wood (steel studs will be used where required). A higher Sound Transmission Class (STC) rating than the minimum required in the IBC shall be used in the floors/ceiling assemblies and walls separating units. The floors/ceiling assemblies and walls separating units shall be built with a minimum STC rating of 58 while the IBC requires an STC rating 50. While the windows are not required to have a STC rating per the IBC, the industry minimum is STC 28 and the Developer will provide a STC rating of 32.
4. Exterior building materials shall include wood finish metal panels, fiber cement siding, EIFS system and brick as illustrated in Exhibit F.
5. All façades shall have a change of material applied to at least 20% of the façade.

Architecture

6. All façades shall have a change of color applied to at least 20% of the façade.
7. All offsets or projections shall be a minimum depth of 2' and a minimum width of 4'.

8. The building shall be constructed substantially like the renderings in Exhibit G. With the exception of exterior materials, all of the requirements in Chapter 7-11 Part 4 of the Zoning Ordinance (multi-unit residential design standards) shall be met. This means that the proposed apartment building may need to be revised as part of the conditional use process to meet the ordinance standards. All façades of the building shall be finished with the same materials and level of detail as shown for the south façade in the renderings.
9. The building shall not exceed 6 floors.

Interior Finishes

10. All units shall have a minimum of 9-foot ceilings.
11. All units on the 6th floor shall have vaulted ceilings.
12. All unit interiors shall include 2-tone paint.
13. All units shall have a master bedroom walk-in closet.
14. All units shall be equipped with full size washers and dryers.
15. All units shall have stainless steel appliances.
16. All units shall have built-in microwave ovens, except for the ADA units.
17. All units shall have garbage disposals.
18. All units shall have granite or solid surface (e.g. Corian, Swanstone or similar) countertops in the kitchen and baths.
19. All units shall have high speed internet capacity.

Amenities

20. All portions of the building, including the garage, shall only be accessed through secured key card access. A security system shall be installed with cameras located in the parking garage, storage spaces and common hallways.
21. The project shall include the following: swimming pool, hot tub, courtyard, community room with full kitchen, 500 garage parking stalls, on site-manager, fitness room, private balconies, tot lot, basketball court, bicycle storage, covered pavilions, barbeque and a business center with Wi-Fi and computers for residents.
22. There shall be shared courtyards above the parking deck.
23. All air conditioning units shall be screened with a parapet or landscaping.
24. There shall be a minimum of 22 bicycle parking spaces available, located within 100’ of the central entrance.
25. An entry feature shall be included.
26. Solar power shall be used to operate all common areas.

Management

27. All units shall have no income restrictions and shall be totally market driven.
28. The apartment building and associated site improvements shall be managed in accordance with the management standards in Exhibit H.

Townhomes

Number of Units

1. The maximum number of units shall be 18.

Unit Sizes

2. All units shall have 3 bedrooms.
3. The minimum unit size shall be 2,400 square feet of finished floor space above grade.

Architecture

4. The buildings shall be built substantially like the elevations in Exhibit I. All of the requirements in Chapter 7-11 Part 4 of the Zoning Ordinance (multi-unit residential design standards) shall be met. This means that the proposed townhomes may need to be revised as part of the subdivision approval process to meet the ordinance standards.
5. Buildings shall have a minimum of one, 2 (two) foot recess differential offset on a different plane between units.
6. All units shall have enclosed living space above the garage.
7. All garage doors shall include windows
8. All units shall have a private patio/deck.

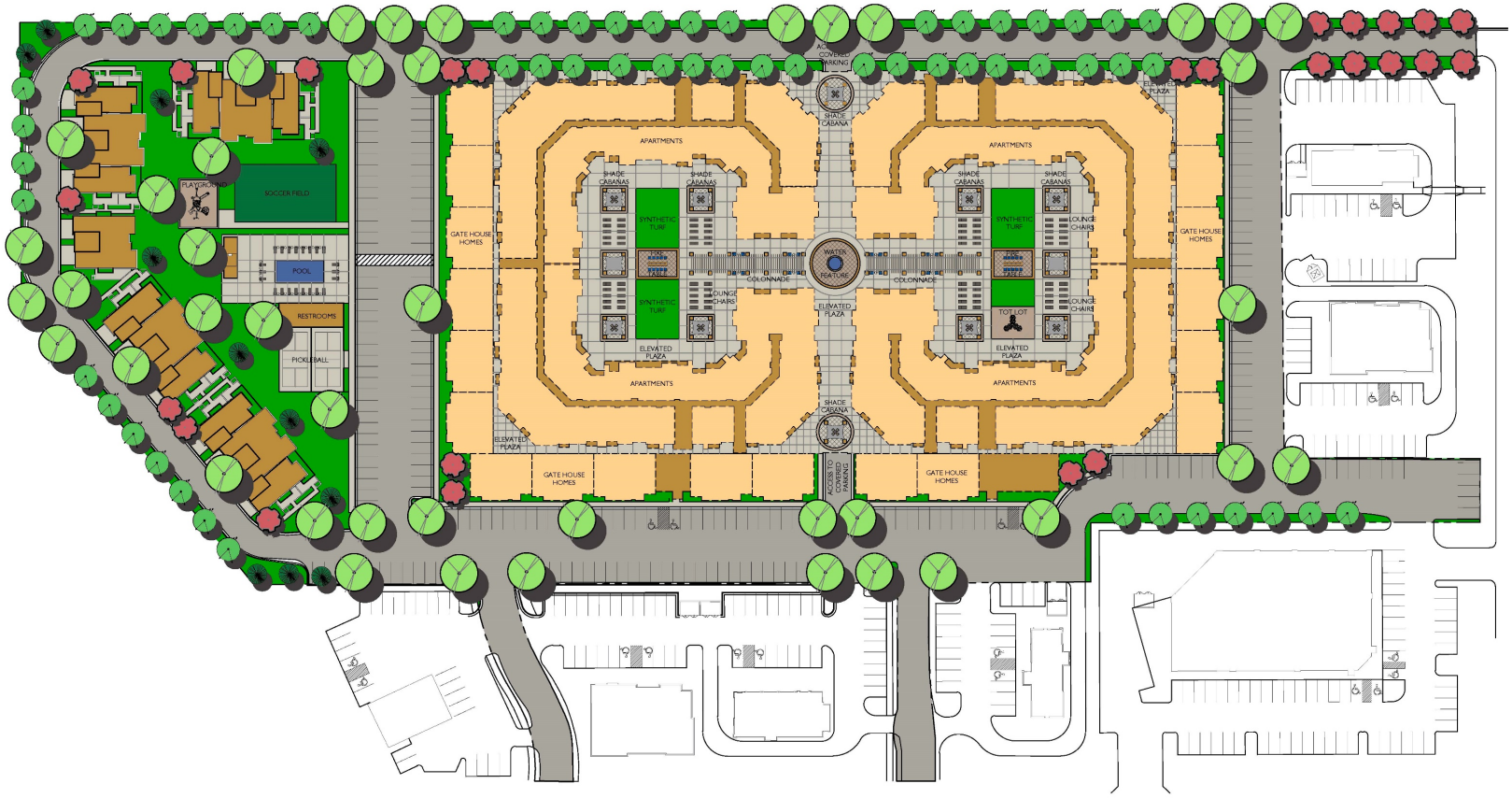
Interior Finishes

9. All units shall have a minimum of 9-foot ceilings.
10. All units shall have walk-in closets in the master bedroom.
11. All units shall have built-in microwave ovens.
12. All units shall have garbage disposals.
13. All unit interiors shall include 2-tone paint.
14. All units shall have granite or solid surface (e.g. Corian, Avonite, Swanstone or similar) countertops in the kitchen and bathrooms.

Amenities

15. All air conditioning units shall be located on the ground and shall be screened with landscaping.
16. Upon completion of all the on-site improvements, the developer shall provide a letter to the City from an independent engineering firm which certifies that all the on-site improvements are completed as shown on the plans approved by the City. For the purposes of this provision, on-site improvements shall include landscaping; irrigation; private streets; sidewalks; trails; parking; lighting; entrance features; fencing; outdoor recreational amenities; and other similar improvements.

Exhibit C



STB DESIGN
LANDSCAPE ARCHITECTURE & LAND PLANNING
POTOMAC BUSINESS CENTER
699 EAST SOUTH TEMPLE, 201D
SALT LAKE CITY, UTAH 84102
PH/TXT/MO 801.554.6146
SCOTT@STBDESIGNLLC.COM

ISSUE DESCRIP. DATE
06.19.2019

#	REV. DESCRIPTION	DATE

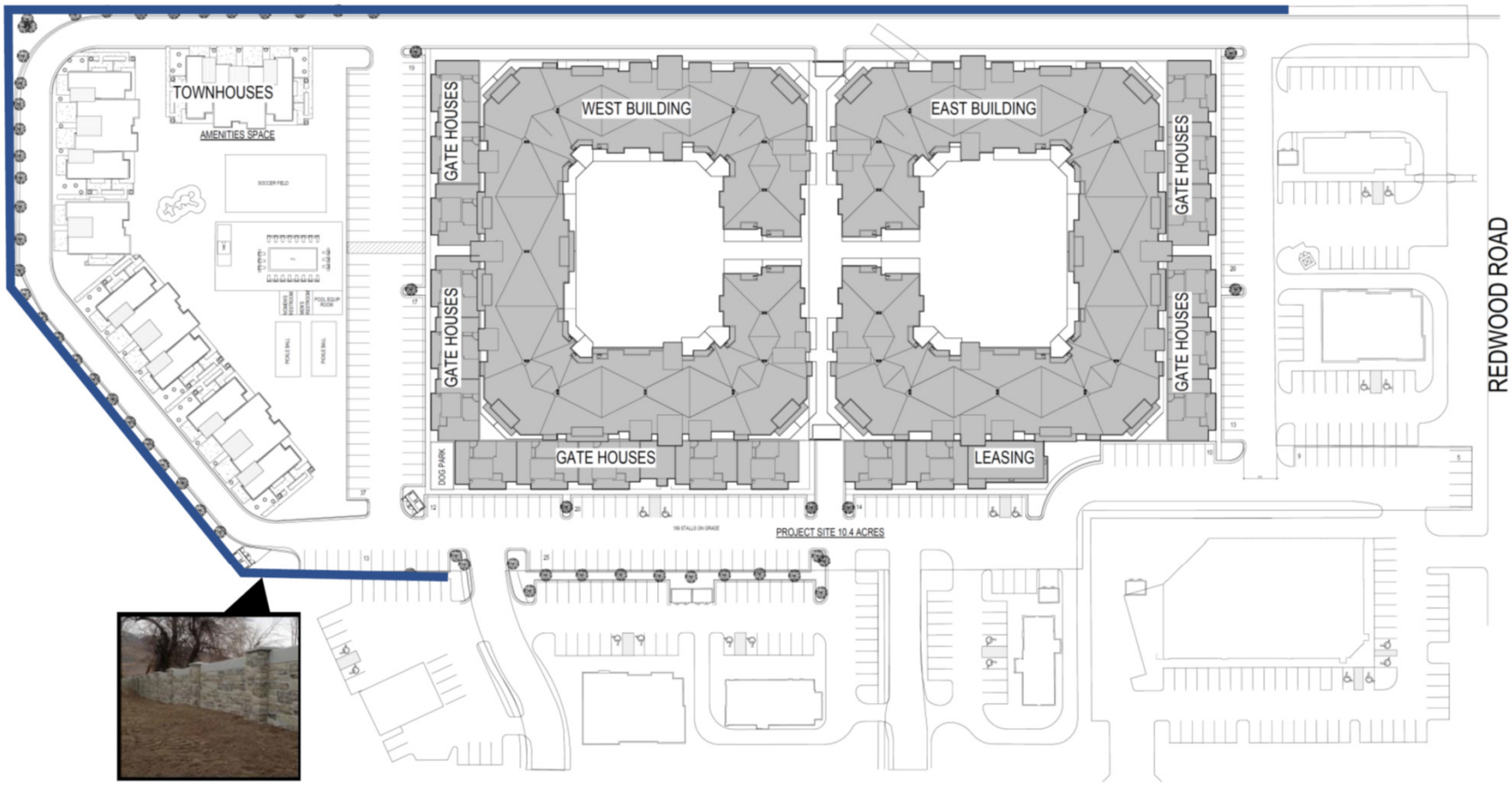
This drawing, as an instrument of professional service, and shall not be used, in whole or part, for any other project without the written permission of SCOTT THOMAS BLAKE DESIGN L.L.C. Copyright © 2019

SAGE VALLEY APARTMENTS
WEST VALLEY CITY, UTAH

SITE PLAN

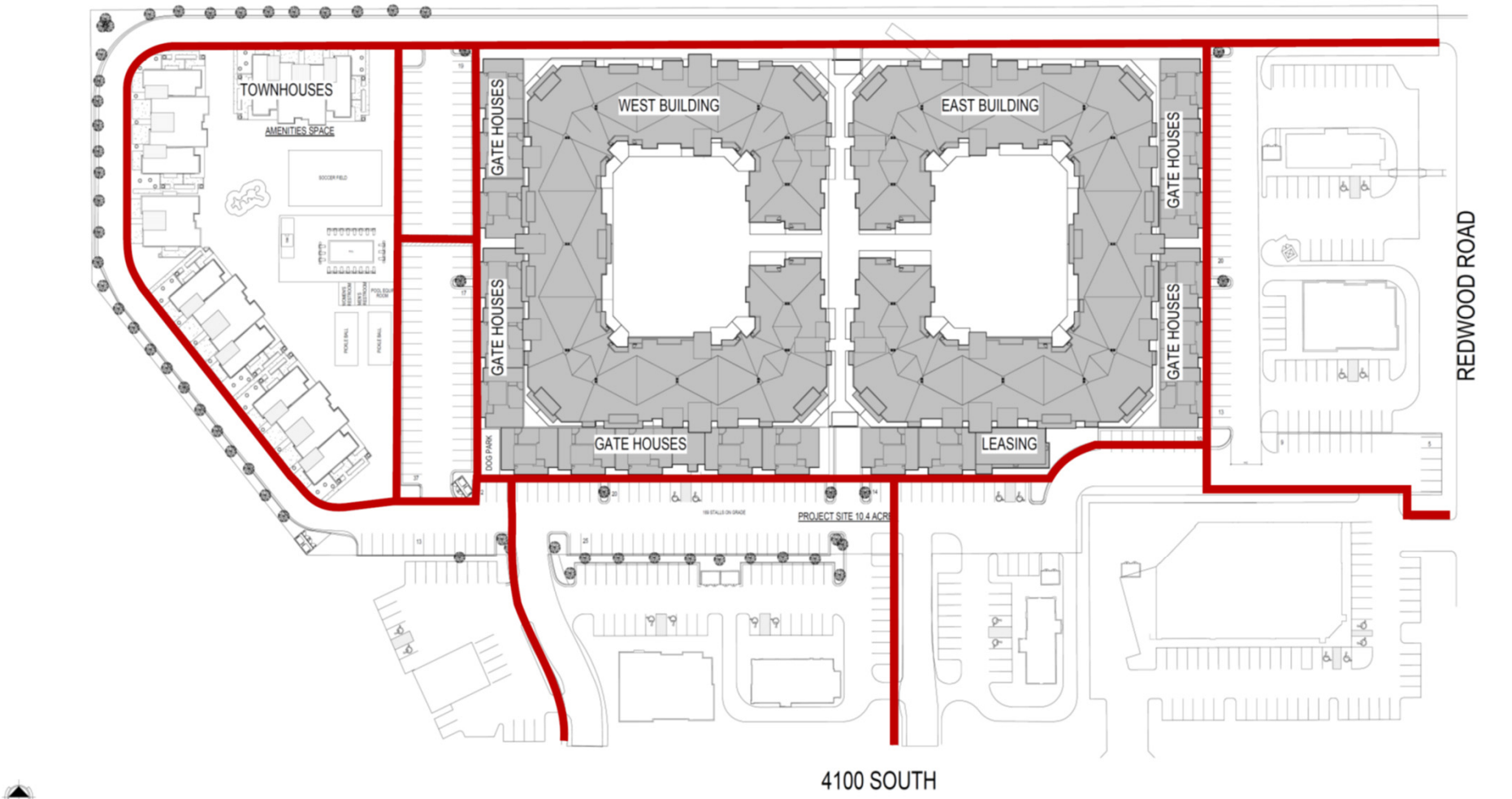
L100

Exhibit D



Wall Site Plan

Exhibit E



Walk-ability Site Plan

Exhibit F



Beecher Walker
Architecture Interiors Planning

SAGE VALLEY
APARTMENTS
West Valley City, UT

Exhibit G



Exhibit G



Exhibit H: Management Standards

The Developer shall either retain a private property manager approved by the City or manage the property itself, with the Developer being ultimately responsible to ensure that the property is managed in accordance with this Agreement. The property manager shall conform to the following standards:

1) Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress or egress, including but not limited to storage.
2) Weekly inspections of the site and common areas shall be performed by the management.
3) Quarterly inspections of each apartment unit shall be performed by the management.
4) Following inspections, the property manager shall take action to remedy any violations of the West Valley City Municipal Code or this Agreement within 48 hours, unless otherwise agreed by the City.
5) The management shall perform monthly resident visits where each resident receives personal contact from the management.
6) The property manager shall submit a property management plan to the City for the City's approval prior to accepting any engagement to manage the Property. The property management plan shall include provisions for the maintenance of the property, including but not limited to painting, routine upkeep, appliance maintenance, window washing, and similar activities.
7) The property manager shall obtain and maintain a West Valley City business license.
8) The property manager shall ensure that initial leases are for a minimum term of one year.
9) The property manager shall maintain the property in accordance with the management plan, City ordinances, and the provisions of this Agreement.
10) The property manager shall conduct a criminal background check on all prospective tenants. Tenants with a criminal conviction described in 42 U.S.C. § 3607(b)(4) or any successor statute shall not be permitted. Tenants with a sex offense conviction, a felony conviction in the last five years, a domestic violence conviction in the last five years, or any violent criminal conviction in the last three years shall not be permitted.
11) The property manager shall screen all applicants over the age of 18 for:

a. A demonstrated ability to pay rent on time.
b. A demonstrated ability to comply with the terms of a lease/rental agreement.
c. Favorable current and/or former rental history: Endorsement from a minimum of two (2) landlords is preferred. Inquiries will address rental history regarding on-time payment of rent and utilities, history of violations of the lease and house rules, history of disruptive behavior and/or interference with the management of the property, history of evictions, unlawful detainers, history of housekeeping habits, and other history of applicable tenant/landlord relationship criteria.
d. Credit references

12) The property manager shall take prompt action against tenants materially violating the lease rules or participating in or causing a violation of the West Valley City Municipal Code or this Agreement.
13) Upon request, the property manager shall provide the City with any documentation reasonably required by the City to demonstrate compliance with City ordinances or this Agreement.
14) Patios and balconies are to be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.
15) The use or storage of charcoal burners, liquid petroleum, gas fueled, or other open flame cooking devices is prohibited inside apartments and on patios and balconies.
16) All landscaping must be maintained in accordance with the West Valley City Municipal Code and the landscaping plans submitted to the City as part of this Agreement and any other land use approvals. All landscaping must be weed and litter free.
17) All parking areas must be well maintained, free of potholes, and free of litter.
18) The parking garage must be used for vehicle storage only. The use of the parking garage as accessory storage units is not permitted.
19) Smoking is not permitted on any part of the Property.

20) Residents committing illegal acts or causing nuisances shall be removed from the Property.
21) Only those persons listed as residents in the lease agreement shall be permitted to live in the apartments.
22) No items shall be hung in windows except for curtains and blinds. Blankets, sheets, towels, sunshades, aluminum foil, and similar items are not permitted in windows.
23) All parking within the Property shall be made available free of charge.

Exhibit I



Exhibit I



Beecher Walker
Architecture Interiors Planning

SAGE VALLEY
APARTMENTS
West Valley City, UT

Exhibit I

Exhibit I


TOP OF ROOF
LEVEL 3
LEVEL 2
LEVEL 1
C1 REAR ELEVATION
A201 3/16" = 1'-0"


TOP OF ROOF
TOW1
ROOF
LEVEL 3
LEVEL 2
LEVEL 1
C4 LEFT ELEVATION
A201 3/16" = 1'-0"


TOP OF ROOF
TOW1
ROOF
LEVEL 3
LEVEL 2
LEVEL 1
A1 FRONT ELEVATION
A201 3/16" = 1'-0"


TOP OF ROOF
TOW1
ROOF
LEVEL 3
LEVEL 2
LEVEL 1
A4 RIGHT ELEVATION
A201 3/16" = 1'-0"

EXHIBIT B

Development Standards

Overall Development

1. Landscaping within the park strips along 4100 South and Redwood Road shall match what was approved for the CVS on the corner.
2. The amount and location of landscaping shall be substantially like the conceptual landscape plan in Exhibit C. Plant varieties and sizes shall be determined during the conditional use review process. The maximum spacing between trees shall be 30' along the north side of the property and 20' along the west side of the property.
3. There shall be a decorative, masonry wall along the north and west property lines as shown in Exhibit D.
4. There shall be pedestrian connectivity throughout the site as shown in Exhibit E.
5. No more than two pad sites can be less than 20,000 square feet in area.
6. The existing sign poles for Kmart, Club Rendezvous and Transmasters shall be removed from the site.
7. If the Jiffy Lube property becomes smaller than shown in Exhibit C, the remaining area shall be landscaped.

Apartments

Number of Units

1. The maximum number of apartment units shall be 430.

Unit Sizes and Mix

2. The minimum unit sizes shall be ~~700 square feet for studio units~~ 1,423 square feet for the Gatehouse units, 675 ~~800~~ square feet for 1-bedroom units, 937 ~~1,100~~ square feet for 2-bedroom units and 1,158 ~~1,300~~ square feet for 3-bedroom units. There shall be no more than ~~10 studio units and 208~~ 156 1-bedroom units.

Materials

3. ~~The construction of the building shall be of precast concrete walls.~~ The construction of the building shall be of a concrete parking structure and wood (steel studs will be used where required). A higher Sound Transmission Class (STC) rating than the minimum required in the IBC shall be used in the floors/ceiling assemblies and walls separating units. The floors/ceiling assemblies and walls separating units shall be built with a minimum STC rating of 58 while the IBC requires an STC rating 50. While the windows are not required to have a STC rating per the IBC, the industry minimum is STC 28 and the Developer will provide a STC rating of 32.
4. Exterior building materials shall include ~~concrete~~, wood finish metal panels, ~~tile,~~ fiber cement siding, EIFS system and ~~synthetic wood~~ brick as illustrated in Exhibit F.
5. All façades shall have a change of material applied to at least 20% of the façade.

Architecture

6. All façades shall have a change of color applied to at least 20% of the façade.
7. All offsets or projections shall be a minimum depth of 2' and a minimum width of 4'.
8. The building shall be constructed substantially like the renderings in Exhibit G. With the exception of exterior materials, all of the requirements in Chapter 7-11 Part 4 of the Zoning Ordinance (multi-unit residential design standards) shall be met. This means that the proposed apartment building may need to be revised as part of the conditional use process to meet the ordinance standards. All façades of the building shall be finished with the same materials and level of detail as shown for the south façade in the renderings.
9. The building shall not exceed 6 floors~~, except for the middle portion of the building over the main entrance, where 7 floors shall be allowed~~.

Interior Finishes

10. All units shall have a minimum of 9-foot ceilings.
11. All units on the ~~7th~~ 6th floor shall have vaulted ceilings. ~~All units on the 6th floor that are not covered by 7th floor units shall also have vaulted ceilings.~~
12. All unit interiors shall include 2-tone paint.
13. All units shall have a master bedroom walk-in closet.
14. All units shall be equipped with full size washers and dryers.
15. All units shall have stainless steel appliances.
16. All units shall have built-in microwave ovens, except for the ADA units.
17. All units shall have garbage disposals.
18. All units shall have granite or solid surface (e.g. Corian, Swanstone or similar) countertops in the kitchen and baths.
19. All units shall have high speed internet capacity.

Amenities

20. All portions of the building, including the garage, shall only be accessed through secured key card access. A security system shall be installed with cameras located in the parking garage, storage spaces and common hallways.
21. The project shall include the following: swimming pool, hot tub, courtyard, community room with full kitchen, 500 garage parking stalls~~ on the main level~~, on site-manager, fitness room, private balconies, tot lot, basketball court, bicycle storage, covered pavilions, barbeque and a business center with Wi-Fi and computers for residents.
22. There shall be shared ~~roof patios~~ courtyards above the parking deck ~~on the sixth and seventh floors~~.
23. All air conditioning units shall be screened with a parapet or landscaping.
24. There shall be a minimum of 22 bicycle parking spaces available, located within 100' of the central entrance.
25. An entry feature shall be included.
26. Solar power shall be used to operate all common areas.

Management

27. All units shall have no income restrictions and shall be totally market driven.
28. The apartment building and associated site improvements shall be managed in accordance with the management standards in Exhibit H.

Townhomes

Number of Units

1. The maximum number of units shall be ~~21~~18.

Unit Sizes

2. All units shall have 3 bedrooms.
3. The minimum unit size shall be 2,400 ~~1,539~~ square feet of finished floor space above grade.
4. ~~All units shall include basements.~~

Architecture

4. The buildings shall be built substantially like the elevations in Exhibit I. All of the requirements in Chapter 7-11 Part 4 of the Zoning Ordinance (multi-unit residential design standards) shall be met. This means that the proposed townhomes may need to be revised as part of the subdivision approval process to meet the ordinance standards.
5. Buildings ~~with three or more units~~ shall have a minimum of one, 2 (two) foot recess differential offset on a different plane ~~from the rest of the~~ between units.
6. All units shall have enclosed living space above the garage.
7. All garage doors shall include windows.
8. ~~All buildings located on a corner shall have a side entry garage.~~
8. All units shall have a private patio/deck.

Interior Finishes

9. All units shall have a minimum of 9-foot ceilings.
10. All units shall have walk-in closets in the master bedroom.
11. All units shall have built-in microwave ovens.
12. All units shall have garbage disposals.
13. All unit interiors shall include 2-tone paint.
14. All units shall have granite or solid surface (e.g. Corian, Avonite, Swanstone or similar) countertops in the kitchen and bathrooms.

Amenities

~~15. All units shall have private yard space in the rear.~~
15. All air conditioning units shall be located on the ground and shall be screened with landscaping.
16. Upon completion of all the on-site improvements, the developer shall provide a letter to the City from an independent engineering firm which certifies that all the on-site improvements are completed as shown on the plans approved by the City. For the purposes of this provision, on-site improvements shall include landscaping; irrigation; private streets; sidewalks; trails; parking; lighting; entrance features; fencing; outdoor recreational amenities; and other similar improvements.

Exhibit H: Management Standards

The Developer shall either retain a private property manager approved by the City or manage the property itself, with the Developer being ultimately responsible to ensure that the property is managed in accordance with this Agreement. The property manager shall conform to the following standards:

1) Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress or egress, including but not limited to storage.
2) Weekly inspections of the site and common areas shall be performed by the management.
3) Quarterly inspections of each apartment unit shall be performed by the management.
4) Following inspections, the property manager shall take action to remedy any violations of the West Valley City Municipal Code or this Agreement within 48 hours, unless otherwise agreed by the City.
5) The management shall perform monthly resident visits where each resident receives personal contact from the management.
6) The property manager shall submit a property management plan to the City for the City's approval prior to accepting any engagement to manage the Property. The property management plan shall include provisions for the maintenance of the property, including but not limited to painting, routine upkeep, appliance maintenance, window washing, and similar activities.
7) The property manager shall obtain and maintain a West Valley City business license.
8) The property manager shall ensure that initial leases are for a minimum term of one year.
9) The property manager shall maintain the property in accordance with the management plan, City ordinances, and the provisions of this Agreement.
10) The property manager shall conduct a criminal background check on all prospective tenants. Tenants with a criminal conviction described in 42 U.S.C. § 3607(b)(4) or any successor statute shall not be permitted. Tenants with a sex offense conviction, a felony conviction in the last five years, a domestic violence conviction in the last five years, or any violent criminal conviction in the last three years shall not be permitted.
11) The property manager shall screen all applicants over the age of 18 for:

a. A demonstrated ability to pay rent on time.
b. A demonstrated ability to comply with the terms of a lease/rental agreement.
c. Favorable current and/or former rental history: Endorsement from a minimum of two (2) landlords is preferred. Inquiries will address rental history regarding on-time payment of rent and utilities, history of violations of the lease and house rules, history of disruptive behavior and/or interference with the management of the property, history of evictions, unlawful detainers, history of housekeeping habits, and other history of applicable tenant/landlord relationship criteria.
d. Credit references

12) The property manager shall take prompt action against tenants materially violating the lease rules or participating in or causing a violation of the West Valley City Municipal Code or this Agreement.
13) Upon request, the property manager shall provide the City with any documentation reasonably required by the City to demonstrate compliance with City ordinances or this Agreement.
14) Patios and balconies are to be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.
15) The use or storage of charcoal burners, liquid petroleum, gas fueled, or other open flame cooking devices is prohibited inside apartments and on patios and balconies.
16) All landscaping must be maintained in accordance with the West Valley City Municipal Code and the landscaping plans submitted to the City as part of this Agreement and any other land use approvals. All landscaping must be weed and litter free.
17) All parking areas must be well maintained, free of potholes, and free of litter.
18) The parking garage must be used for vehicle storage only. The use of the parking garage as accessory storage units is not permitted.
19) Smoking is not permitted on any part of the Property.

20) Residents committing illegal acts or causing nuisances shall be removed from the Property.
21) Only those persons listed as residents in the lease agreement shall be permitted to live in the apartments.
22) No items shall be hung in windows except for curtains and blinds. Blankets, sheets, towels, sunshades, aluminum foil, and similar items are not permitted in windows.
23) All parking within the Property shall be made available free of charge.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is entered into this _____ day of _____, 2019, by and between WEST VALLEY CITY ("City"), a municipal corporation of the state of Utah, and STAY WVC, LLC ("Developer"), a Utah limited liability company. The City and the Developer are referred to in this Amendment collectively as the "Parties" and individually as a "Party".

W I T N E S S E T H

WHEREAS, the City and West Valley, JMYL, LP (Developer's predecessor-in-interest as to the property governed by this Amendment) entered into a Development Agreement (the "Original Agreement") on April 18, 2018, in which the City and West Valley, JMYL, LP established minimum standards for a residential development; and

WHEREAS, the Developer proposes to modify certain development standards applicable to a portion of the property governed by the Original Agreement; and

WHEREAS, the Parties wish to amend the Original Agreement to implement the proposed changes;

NOW, THEREFORE, for and in consideration of the mutual promises and performances set forth in the Original Agreement and this Amendment, the Parties agree that the Original Agreement is amended as set forth herein.

1. This Amendment applies only to Salt Lake County Parcel 15-34-377-025, Lot 1, JMYL West Valley Subdivision (the "Amendment Property"). Any property other than the Amendment Property shall remain governed only by the Original Agreement, while the Amendment Property shall be governed by the Original Agreement, subject to the amendments made herein.

2. Exhibits B, C, D, E, F, G, H, and I to the Original Agreement are replaced in their entirety by the attached Exhibits B, C, D, E, F, G, and H.

3. All other terms and conditions of the Original Agreement not specifically amended herein shall remain unchanged and in full force and effect.

4. This Amendment shall be effective on the date upon which the last Party executes by signature below.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment, on or as of the date first above written.

WEST VALLEY CITY:

By: _____
Mayor

ATTEST:

_____
City Recorder

DEVELOPER:

By:_____

Its:_____

State of)
:ss
County of)

On this _____ day of _____, 2019, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], of **Stay WVC, LLC**, a Utah limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

_____
Notary Public

EXHIBIT B

Development Standards

Overall Development

1. Landscaping within the park strips along 4100 South and Redwood Road shall match what was approved for the CVS on the corner.
2. The amount and location of landscaping shall be substantially like the conceptual landscape plan in Exhibit C. Plant varieties and sizes shall be determined during the conditional use review process. The maximum spacing between trees shall be 30' along the north side of the property and 20' along the west side of the property.
3. There shall be a decorative, masonry wall along the north and west property lines as shown in Exhibit D.
4. There shall be pedestrian connectivity throughout the site as shown in Exhibit E.
5. No more than two pad sites can be less than 20,000 square feet in area.
6. The existing sign poles for Kmart, Club Rendezvous and Transmasters shall be removed from the site.
7. If the Jiffy Lube property becomes smaller than shown in Exhibit C, the remaining area shall be landscaped.

Apartments

Number of Units

1. The maximum number of apartment units shall be 430.

Unit Sizes and Mix

2. The minimum unit sizes shall be 1,423 square feet for the Gatehouse units, 675 square feet for 1-bedroom units, 937 square feet for 2-bedroom units and 1,158 square feet for 3-bedroom units. There shall be no more than 156 1-bedroom units.

Materials

3. The construction of the building shall be of a concrete parking structure and wood (steel studs will be used where required). A higher Sound Transmission Class (STC) rating than the minimum required in the IBC shall be used in the floors/ceiling assemblies and walls separating units. The floors/ceiling assemblies and walls separating units shall be built with a minimum STC rating of 58 while the IBC requires an STC rating 50. While the windows are not required to have a STC rating per the IBC, the industry minimum is STC 28 and the Developer will provide a STC rating of 32.
4. Exterior building materials shall include wood finish metal panels, fiber cement siding, EIFS system and brick as illustrated in Exhibit F.
5. All façades shall have a change of material applied to at least 20% of the façade.

Architecture

6. All façades shall have a change of color applied to at least 20% of the façade.
7. All offsets or projections shall be a minimum depth of 2' and a minimum width of 4'.

8. The building shall be constructed substantially like the renderings in Exhibit G. With the exception of exterior materials, all of the requirements in Chapter 7-11 Part 4 of the Zoning Ordinance (multi-unit residential design standards) shall be met. This means that the proposed apartment building may need to be revised as part of the conditional use process to meet the ordinance standards. All façades of the building shall be finished with the same materials and level of detail as shown for the south façade in the renderings.
9. The building shall not exceed 6 floors.

Interior Finishes

10. All units shall have a minimum of 9-foot ceilings.
11. All units on the 6th floor shall have vaulted ceilings.
12. All unit interiors shall include 2-tone paint.
13. All units shall have a master bedroom walk-in closet.
14. All units shall be equipped with full size washers and dryers.
15. All units shall have stainless steel appliances.
16. All units shall have built-in microwave ovens, except for the ADA units.
17. All units shall have garbage disposals.
18. All units shall have granite or solid surface (e.g. Corian, Swanstone or similar) countertops in the kitchen and baths.
19. All units shall have high speed internet capacity.

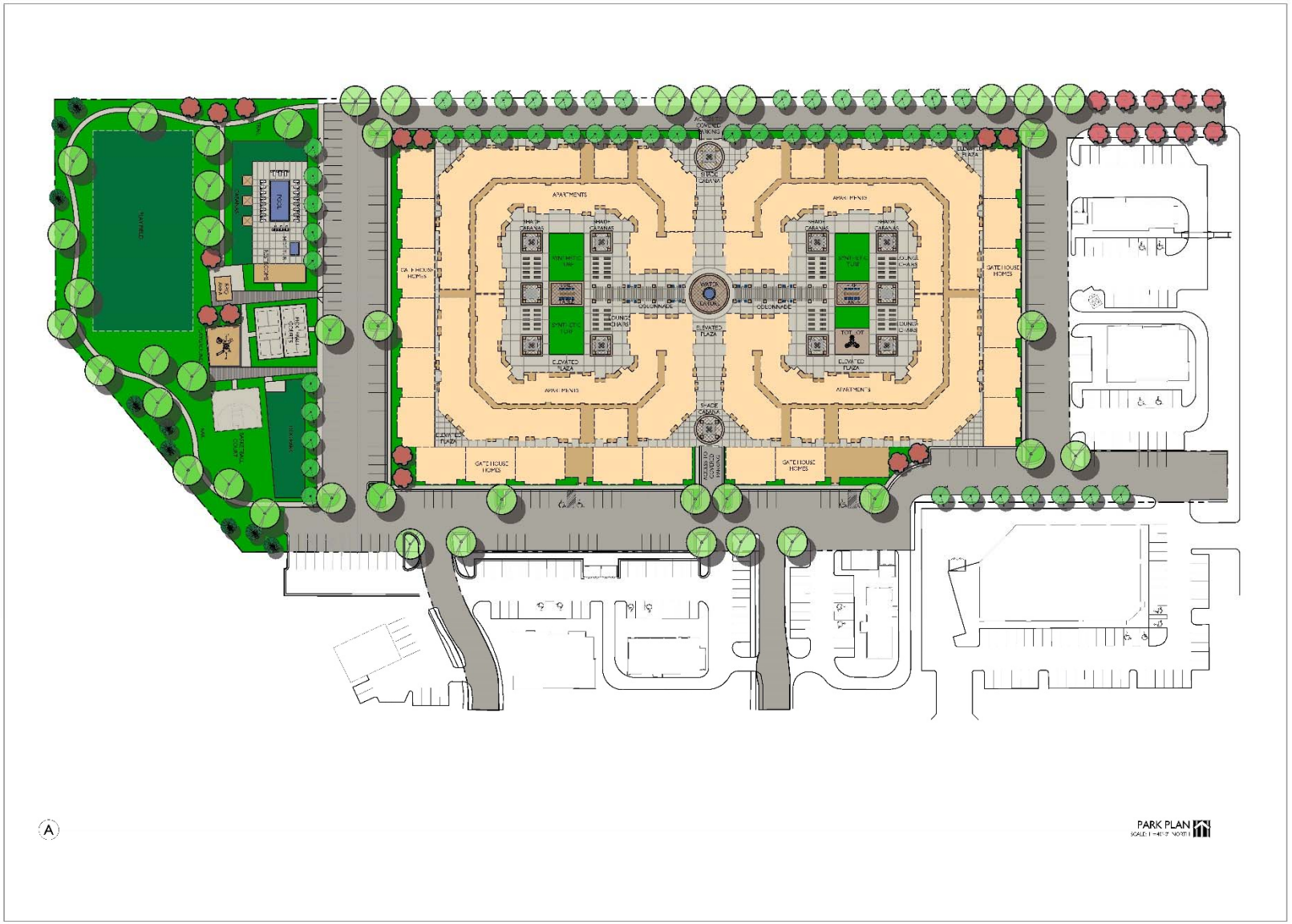
Amenities

20. All portions of the building, including the garage, shall only be accessed through secured key card access. A security system shall be installed with cameras located in the parking garage, storage spaces and common hallways.
21. The project shall include the following: swimming pool, hot tub, courtyard, community room with full kitchen, 500 garage parking stalls, on site-manager, fitness room, private balconies, tot lot, basketball court, bicycle storage, covered pavilions, barbeque and a business center with Wi-Fi and computers for residents.
22. There shall be shared courtyards above the parking deck.
23. All air conditioning units shall be screened with a parapet or landscaping.
24. There shall be a minimum of 22 bicycle parking spaces available, located within 100’ of the central entrance.
25. An entry feature shall be included.
26. Solar power shall be used to operate all common areas.

Management

27. All units shall have no income restrictions and shall be totally market driven.
28. The apartment building and associated site improvements shall be managed in accordance with the management standards in Exhibit H.

Exhibit C



STB DESIGN
LANDSCAPE ARCHITECTURE & LAND PLANNING

1375 E. PERRY'S HOLLOW ROAD
SALT LAKE CITY, UTAH 84103
PH/TXT/MO 801.554.6446
SCOTT@STBDESIGNLLC.COM

#	REV. DESCRIPTION	DATE

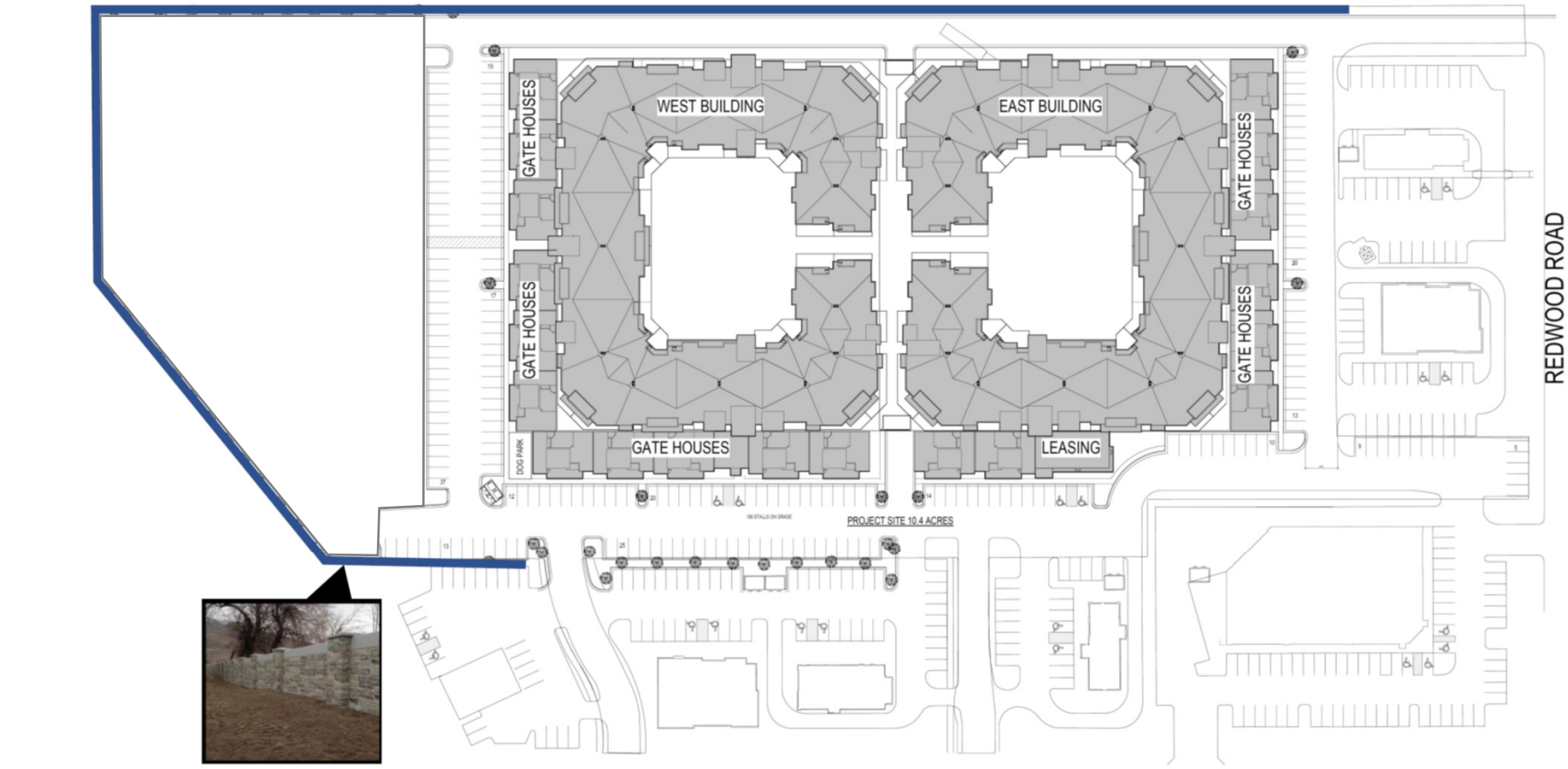
This drawing as an instrument of service is and shall not be used, in whole or part, for any other project without the written permission of SCOTT THOMAS BLAKE DESIGN L.L.C. Copyright © 2019

SAGE VALLEY APARTMENTS
WEST VALLEY CITY, UTAH

SITE PLAN

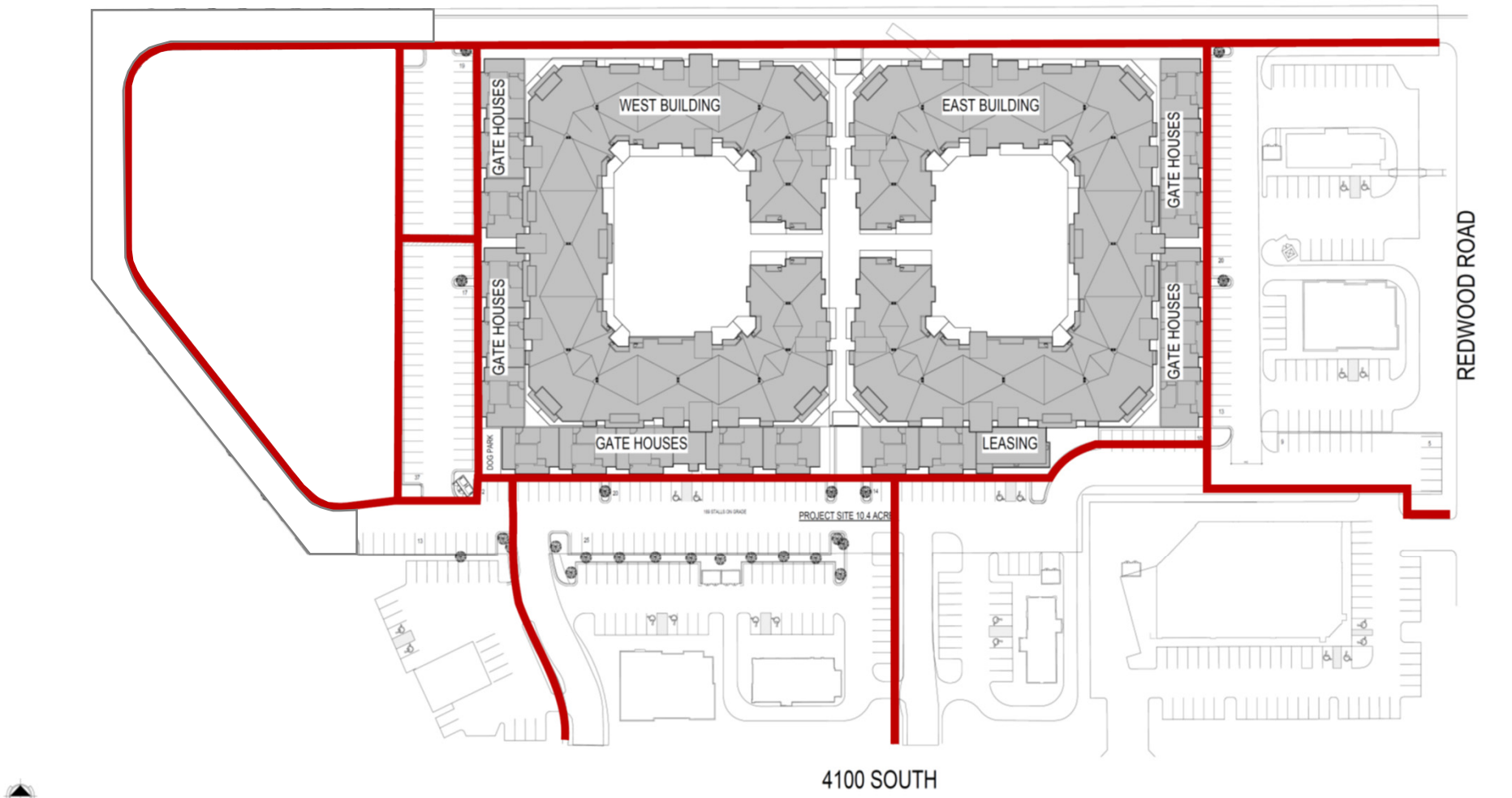
L100

Exhibit D



Wall Site Plan

Exhibit E



Walk-ability Site Plan

Exhibit F



Beecher Walker
Architecture Interiors Planning

SAGE VALLEY
APARTMENTS
West Valley City, UT

Exhibit G



Exhibit G



Exhibit H: Management Standards

The Developer shall either retain a private property manager approved by the City or manage the property itself, with the Developer being ultimately responsible to ensure that the property is managed in accordance with this Agreement. The property manager shall conform to the following standards:

1) Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress or egress, including but not limited to storage.
2) Weekly inspections of the site and common areas shall be performed by the management.
3) Quarterly inspections of each apartment unit shall be performed by the management.
4) Following inspections, the property manager shall take action to remedy any violations of the West Valley City Municipal Code or this Agreement within 48 hours, unless otherwise agreed by the City.
5) The management shall perform monthly resident visits where each resident receives personal contact from the management.
6) The property manager shall submit a property management plan to the City for the City's approval prior to accepting any engagement to manage the Property. The property management plan shall include provisions for the maintenance of the property, including but not limited to painting, routine upkeep, appliance maintenance, window washing, and similar activities.
7) The property manager shall obtain and maintain a West Valley City business license.
8) The property manager shall ensure that initial leases are for a minimum term of one year.
9) The property manager shall maintain the property in accordance with the management plan, City ordinances, and the provisions of this Agreement.
10) The property manager shall conduct a criminal background check on all prospective tenants. Tenants with a criminal conviction described in 42 U.S.C. § 3607(b)(4) or any successor statute shall not be permitted. Tenants with a sex offense conviction, a felony conviction in the last five years, a domestic violence conviction in the last five years, or any violent criminal conviction in the last three years shall not be permitted.
11) The property manager shall screen all applicants over the age of 18 for:

a. A demonstrated ability to pay rent on time.
b. A demonstrated ability to comply with the terms of a lease/rental agreement.
c. Favorable current and/or former rental history: Endorsement from a minimum of two (2) landlords is preferred. Inquiries will address rental history regarding on-time payment of rent and utilities, history of violations of the lease and house rules, history of disruptive behavior and/or interference with the management of the property, history of evictions, unlawful detainers, history of housekeeping habits, and other history of applicable tenant/landlord relationship criteria.
d. Credit references

12) The property manager shall take prompt action against tenants materially violating the lease rules or participating in or causing a violation of the West Valley City Municipal Code or this Agreement.
13) Upon request, the property manager shall provide the City with any documentation reasonably required by the City to demonstrate compliance with City ordinances or this Agreement.
14) Patios and balconies are to be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.
15) The use or storage of charcoal burners, liquid petroleum, gas fueled, or other open flame cooking devices is prohibited inside apartments and on patios and balconies.
16) All landscaping must be maintained in accordance with the West Valley City Municipal Code and the landscaping plans submitted to the City as part of this Agreement and any other land use approvals. All landscaping must be weed and litter free.
17) All parking areas must be well maintained, free of potholes, and free of litter.
18) The parking garage must be used for vehicle storage only. The use of the parking garage as accessory storage units is not permitted.
19) Smoking is not permitted on any part of the Property.

20) Residents committing illegal acts or causing nuisances shall be removed from the Property.
21) Only those persons listed as residents in the lease agreement shall be permitted to live in the apartments.
22) No items shall be hung in windows except for curtains and blinds. Blankets, sheets, towels, sunshades, aluminum foil, and similar items are not permitted in windows.
23) All parking within the Property shall be made available free of charge.

EXHIBIT B

Development Standards

Overall Development

1. Landscaping within the park strips along 4100 South and Redwood Road shall match what was approved for the CVS on the corner.
2. The amount and location of landscaping shall be substantially like the conceptual landscape plan in Exhibit C. Plant varieties and sizes shall be determined during the conditional use review process. The maximum spacing between trees shall be 30' along the north side of the property and 20' along the west side of the property.
3. There shall be a decorative, masonry wall along the north and west property lines as shown in Exhibit D.
4. There shall be pedestrian connectivity throughout the site as shown in Exhibit E.
5. No more than two pad sites can be less than 20,000 square feet in area.
6. The existing sign poles for Kmart, Club Rendezvous and Transmasters shall be removed from the site.
7. If the Jiffy Lube property becomes smaller than shown in Exhibit C, the remaining area shall be landscaped.

Apartments

Number of Units

1. The maximum number of apartment units shall be 430.

Unit Sizes and Mix

2. The minimum unit sizes shall be ~~700 square feet for studio units~~ 1,423 square feet for the Gatehouse units, 675 ~~800~~ square feet for 1-bedroom units, 937 ~~1,100~~ square feet for 2-bedroom units and 1,158 ~~1,300~~ square feet for 3-bedroom units. There shall be no more than ~~10 studio units and 208~~ 156 1-bedroom units.

Materials

3. ~~The construction of the building shall be of precast concrete walls.~~ The construction of the building shall be of a concrete parking structure and wood (steel studs will be used where required). A higher Sound Transmission Class (STC) rating than the minimum required in the IBC shall be used in the floors/ceiling assemblies and walls separating units. The floors/ceiling assemblies and walls separating units shall be built with a minimum STC rating of 58 while the IBC requires an STC rating 50. While the windows are not required to have a STC rating per the IBC, the industry minimum is STC 28 and the Developer will provide a STC rating of 32.
4. Exterior building materials shall include ~~concrete~~, wood finish metal panels, ~~tile,~~ fiber cement siding, EIFS system and ~~synthetic wood~~ brick as illustrated in Exhibit F.
5. All façades shall have a change of material applied to at least 20% of the façade.

Architecture

6. All façades shall have a change of color applied to at least 20% of the façade.
7. All offsets or projections shall be a minimum depth of 2' and a minimum width of 4'.
8. The building shall be constructed substantially like the renderings in Exhibit G. With the exception of exterior materials, all of the requirements in Chapter 7-11 Part 4 of the Zoning Ordinance (multi-unit residential design standards) shall be met. This means that the proposed apartment building may need to be revised as part of the conditional use process to meet the ordinance standards. All façades of the building shall be finished with the same materials and level of detail as shown for the south façade in the renderings.
9. The building shall not exceed 6 floors~~, except for the middle portion of the building over the main entrance, where 7 floors shall be allowed~~.

Interior Finishes

10. All units shall have a minimum of 9-foot ceilings.
11. All units on the ~~7th~~ 6th floor shall have vaulted ceilings. ~~All units on the 6th floor that are not covered by 7th floor units shall also have vaulted ceilings.~~
12. All unit interiors shall include 2-tone paint.
13. All units shall have a master bedroom walk-in closet.
14. All units shall be equipped with full size washers and dryers.
15. All units shall have stainless steel appliances.
16. All units shall have built-in microwave ovens, except for the ADA units.
17. All units shall have garbage disposals.
18. All units shall have granite or solid surface (e.g. Corian, Swanstone or similar) countertops in the kitchen and baths.
19. All units shall have high speed internet capacity.

Amenities

20. All portions of the building, including the garage, shall only be accessed through secured key card access. A security system shall be installed with cameras located in the parking garage, storage spaces and common hallways.
21. The project shall include the following: swimming pool, hot tub, courtyard, community room with full kitchen, 500 garage parking stalls ~~on the main level~~, on site-manager, fitness room, private balconies, tot lot, basketball court, bicycle storage, covered pavilions, barbeque and a business center with Wi-Fi and computers for residents.
22. There shall be shared ~~roof patios~~ courtyards above the parking deck ~~on the sixth and seventh floors~~.
23. All air conditioning units shall be screened with a parapet or landscaping.
24. There shall be a minimum of 22 bicycle parking spaces available, located within 100' of the central entrance.
25. An entry feature shall be included.
26. Solar power shall be used to operate all common areas.

Management

27. All units shall have no income restrictions and shall be totally market driven.
28. The apartment building and associated site improvements shall be managed in accordance with the management standards in Exhibit H.

~~Townhomes~~

~~Number of Units~~

1. ~~The maximum number of units shall be 21~~18~~.~~

~~Unit Sizes~~

2. ~~All units shall have 3 bedrooms.~~
3. ~~The minimum unit size shall be~~ 2,400 ~~1,539 square feet of finished floor space above grade.~~
4. ~~All units shall include basements.~~

~~Architecture~~

4. ~~The buildings shall be built substantially like the elevations in Exhibit I. All of the requirements in Chapter 7-11 Part 4 of the Zoning Ordinance (multi-unit residential design standards) shall be met. This means that the proposed townhomes may need to be revised as part of the subdivision approval process to meet the ordinance standards.~~
5. ~~Buildings with three or more units shall have a minimum of one, 2 (two) foot recess differential offset on a different plane from the rest of the~~ between ~~units.~~
6. ~~All units shall have enclosed living space above the garage.~~
7. ~~All garage doors shall include windows.~~
8. ~~All buildings located on a corner shall have a side entry garage.~~
8. ~~All units shall have a private patio/deck.~~

~~Interior Finishes~~

9. ~~All units shall have a minimum of 9-foot ceilings.~~
10. ~~All units shall have walk-in closets in the master bedroom.~~
11. ~~All units shall have built-in microwave ovens.~~
12. ~~All units shall have garbage disposals.~~
13. ~~All unit interiors shall include 2-tone paint.~~
14. ~~All units shall have granite or solid surface (e.g. Corian, Avonite, Swanstone or similar) countertops in the kitchen and bathrooms.~~

~~Amenities~~

15. ~~All units shall have private yard space in the rear.~~
15. ~~All air conditioning units shall be located on the ground and shall be screened with landscaping.~~
16. ~~Upon completion of all the on-site improvements, the developer shall provide a letter to the City from an independent engineering firm which certifies that all the on-site improvements are completed as shown on the plans approved by the City. For the purposes of this provision, on-site improvements shall include landscaping; irrigation; private streets; sidewalks; trails; parking; lighting; entrance features; fencing; outdoor recreational amenities; and other similar improvements.~~

Exhibit H: Management Standards

The Developer shall either retain a private property manager approved by the City or manage the property itself, with the Developer being ultimately responsible to ensure that the property is managed in accordance with this Agreement. The property manager shall conform to the following standards:

1) Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress or egress, including but not limited to storage.
2) Weekly inspections of the site and common areas shall be performed by the management.
3) Quarterly inspections of each apartment unit shall be performed by the management.
4) Following inspections, the property manager shall take action to remedy any violations of the West Valley City Municipal Code or this Agreement within 48 hours, unless otherwise agreed by the City.
5) The management shall perform monthly resident visits where each resident receives personal contact from the management.
6) The property manager shall submit a property management plan to the City for the City's approval prior to accepting any engagement to manage the Property. The property management plan shall include provisions for the maintenance of the property, including but not limited to painting, routine upkeep, appliance maintenance, window washing, and similar activities.
7) The property manager shall obtain and maintain a West Valley City business license.
8) The property manager shall ensure that initial leases are for a minimum term of one year.
9) The property manager shall maintain the property in accordance with the management plan, City ordinances, and the provisions of this Agreement.
10) The property manager shall conduct a criminal background check on all prospective tenants. Tenants with a criminal conviction described in 42 U.S.C. § 3607(b)(4) or any successor statute shall not be permitted. Tenants with a sex offense conviction, a felony conviction in the last five years, a domestic violence conviction in the last five years, or any violent criminal conviction in the last three years shall not be permitted.
11) The property manager shall screen all applicants over the age of 18 for:

a. A demonstrated ability to pay rent on time.
b. A demonstrated ability to comply with the terms of a lease/rental agreement.
c. Favorable current and/or former rental history: Endorsement from a minimum of two (2) landlords is preferred. Inquiries will address rental history regarding on-time payment of rent and utilities, history of violations of the lease and house rules, history of disruptive behavior and/or interference with the management of the property, history of evictions, unlawful detainers, history of housekeeping habits, and other history of applicable tenant/landlord relationship criteria.
d. Credit references

12) The property manager shall take prompt action against tenants materially violating the lease rules or participating in or causing a violation of the West Valley City Municipal Code or this Agreement.
13) Upon request, the property manager shall provide the City with any documentation reasonably required by the City to demonstrate compliance with City ordinances or this Agreement.
14) Patios and balconies are to be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.
15) The use or storage of charcoal burners, liquid petroleum, gas fueled, or other open flame cooking devices is prohibited inside apartments and on patios and balconies.
16) All landscaping must be maintained in accordance with the West Valley City Municipal Code and the landscaping plans submitted to the City as part of this Agreement and any other land use approvals. All landscaping must be weed and litter free.
17) All parking areas must be well maintained, free of potholes, and free of litter.
18) The parking garage must be used for vehicle storage only. The use of the parking garage as accessory storage units is not permitted.
19) Smoking is not permitted on any part of the Property.

20) Residents committing illegal acts or causing nuisances shall be removed from the Property.
21) Only those persons listed as residents in the lease agreement shall be permitted to live in the apartments.
22) No items shall be hung in windows except for curtains and blinds. Blankets, sheets, towels, sunshades, aluminum foil, and similar items are not permitted in windows.
23) All parking within the Property shall be made available free of charge.

Summary of Development Agreement Changes

Landscaping			
Feature	**Approved Agreement**	**Option 1**	**Option 2**
Tree spacing	Not addressed	30’ on north and 20’ on west	30’ on north and 20’ on west
Apartment Building			
Feature	**Approved Agreement**	**Option 1**	**Option 2**
Maximum # of studio units	10	0	0
Maximum # of 1 bedroom units	208	156	156
Minimum unit sizes	800 SF (1B), 1,100 (2B), 1,300 (3B)	675 SF (1B), 937 (2B), 1,158 SF (3B) and 1,423 SF (2B ground level units) Overall average unit size is the same	675 SF (1B), 937 (2B), 1,158 SF (3B) and 1,423 SF (2B ground level units) Overall average unit size is the same
Structural materials	Precast concrete walls	Concrete on first level with wood frame for all other levels. Added sound attenuation provided.	Concrete on first level with wood frame for all other levels. Added sound attenuation provided.
Exterior materials	Concrete, metal panels, tile, fiber cement siding and synthetic wood	Wood finish metal panels, fiber cement siding, EIFS system and brick	Wood finish metal panels, fiber cement siding, EIFS system and brick
Building height	6 to 7 stories	6 stories	6 stories
Architecture	Refer to renderings	Refer to renderings	Refer to renderings
Amenities			
Feature	**Approved Agreement**	**Option 1**	**Option 2**
Roof amenities	Roof patios on the 6th and 7th floors	Courtyards above the parking deck	Courtyards above the parking deck
Solar power	Not addressed	Used to operate common areas	Used to operate common areas
Ground level park space	0.4 acres	0.9 acres	2.2 acres
Management			
Feature	**Approved Agreement**	**Option 1**	**Option 2**
Parking garage usage	Vehicle storage	Vehicle storage only	Vehicle storage only
Charging for parking	Not addressed	All parking free of charge	All parking free of charge
Townhomes			
Feature	**Approved Agreement**	**Option 1**	**Option 2**
Maximum # of units	21	18	Townhomes are removed
Minimum unit size	1,539 SF	2,400 SF	Townhomes are removed
Basements	Included	Not included	Townhomes are removed
Offset between units	Required for every two units	Required for every unit	Townhomes are removed
Side entry garages	On corner units	All garages are rear loaded	Townhomes are removed
Private yard space in rear	Included	Not included (alley in rear)	Townhomes are removed
Building height	2 stories	3 stories	Townhomes are removed
Architecture	Refer to renderings	Refer to renderings	Townhomes are removed
Items highlighted in green are staff additions			

Item #:	
Fiscal Impact:	$14,800.00
Funding Source:	General Fund
Account #:	45-9610-40750-75247-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Contract.

SYNOPSIS:

Brian D. Creighton and Lori T. Creighton have signed a Right-of-way Contract with West Valley City and a Underground Right of Way Easement in favor of Rocky Mountain Power on property located at 5954 West 3500 South (14-26-451-039).

BACKGROUND:

The Brian D. Creighton and Lori T. Creighton parcel located at 5954 West 3500 South is one of several parcels affected by this project and which require acquisitions Underground Right of Way Easements in favor of Rocky Mountain Power for the 3500 South Power Burial Project; approximately 5400 West to 6000 West. This project will be constructed in conjunction with the current phase of the Mountain View Corridor Project. As a Betterment to the Mountain View Corridor Project, West Valley City is paying for the burial of overhead power lines between approximately 5400 West and 6000 West. Compensation for the purchase of the Underground Right of Way Easement and improvements is $14,800.00 based upon the compensation estimate prepared by the DH Group, LLC.

RECOMMENDATION:

Authorize the Mayor to execute Right-of-way Contract. City Recorder will also record the Underground Right of Way Easement in the office of the Salt Lake County Recorder in behalf of Rocky Mountain Power.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND RIGHT OF WAY EASEMENT WITH AND FROM BRIAN AND LORI CREIGHTON FOR PROPERTY LOCATED AT APPROXIMATELY 5954 WEST 3500 SOUTH.

WHEREAS, Brian and Lori Creighton (collectively, "Owner") have entered into a Right of Way Contract for property located at 5954 West 3500 South that is affected by the 3500 South Power Burial Project (herein "Project"); and

WHEREAS, Owner has also signed an Underground Right of Way Easement (the "Easement") as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Right of Way Contract with Owner, and to accept the Easement;

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

1. That the above-referenced document entitled "Right of Way Contract" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s): 14-26-451-039
Project Location: Mountain View Corridor - 3500 South Power Burial Project
County of Property: SALT LAKE Tax ID / Sidwell No: 14-26-451-039
Property Address: 5954 West 3500 South, West Valley City, UT 84128
Owner's Address: 5954 West 3500 South, West Valley City, UT 84128
Primary Phone: 801-967-5394 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Brian D. Creighton and Lori T. Creighton, husband and wife as joint tenants
Grantee: West Valley City, municipal corporation of the State of Utah

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

The Grantor hereby agrees to convey and sell by Perpetual Easement a parcel(s) of land known as parcel No. 14-26-451-039 for underground electric power transmission, distribution, and communication lines. This contract is to be returned to: Wendy Hansen (Consultant), Right of Way Agent c/o West Valley City, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Grantor agrees to transfer the property free of all debris and any hazardous materials (including paint or other household products.)
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
3. The City shall pay in full to the Grantor for the real property in the easement referenced above.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
5. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the city/state transportation project.

Additional Terms:
The site improvements in the perpetual easement include Misc. yard and site improvements

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent Wendy Hansen, represents purchaser.
Buyer's Brokerage WLC Consulting, LLC, represents purchaser.

Total Selling Price $14,800.00

Grantor's Initials

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s): 14-26-451-039
Project Location: Mountain View Corridor & 3500 South
County of Property: SALT LAKE Tax ID / Sidwell No: 14-26-451-039
Property Address: 5954 West 3500 South, West Valley City, UT 84128
Owner's Address: 5954 West 3500 South, West Valley City, UT 84128
Primary Phone: 801-967-5394 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Brian D. Creighton and Lori T. Creighton, husband and wife as joint tenants
Grantee: West Valley City, municipal corporation of the State of Utah

Grantor's Initials BDC LTC

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

IN WITNESS WHEREOF, said Brian D. Creighton and Lori T. Creighton has caused this instrument to be executed, this 3rd day of October, A.D. 2019.

Brian D. Creighton and Lori T. Creighton
By Brian D. Creighton 10/3/19
Print Name: Brian D. Creighton
By Lori T. Creighton
Print Name: Lori T. Creighton

State of Utah)
:ss
County of Salt Lake)

On this 3rd day of October, 2019, personally appeared before me Brian D. Creighton & Lori T. Creighton, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Owner of 5954 West 3500 South, West Valley City, UT 84128.

WENDY HANSEN
Notary Public, State of Utah
Commission #707621
My Commission Expires
08/06/2023

Wendy Hansen
NOTARY PUBLIC

Right of Way Agents **Date**

Wendy Hansen (Consultant) / Acquisition Agent 10/3/19

Wendy Hansen (Consultant) / Team Leader 10/3/19

Approved by Steven J. Dale, ROW & Survey Section Manager 10/7/19

Approved by Ron Bigelow, Mayor

Attest: City Recorder

Grantor's Initials BDC LTC

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name:
WO#: 6669482
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Brian D. Creighton and Lori T. Creighton** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way, 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(s) **A** attached hereto and by this reference made a part hereof:

Legal Description:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Southeast Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at the intersection of the northerly right of way line of 3500 South Street (SR-71) and the grantors easterly boundary line, said point is 330.00 feet S.89°45'35"E. along the section line and 45.50 feet N.00°14'25"E. from the South Quarter Corner of said Section 26 (Note: Basis of Bearing is S.89°45'35"E. along the section line between the found monuments representing the South Quarter Corner and the Southeast Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said northerly right of way line N.89°45'35"W. 10.00 feet; thence N.00°14'25"E. 91.27 feet; thence S.89°45'35"E. 10.00 feet to said easterly boundary line; thence along said easterly boundary line S.00°14'25"W. 91.27 feet to the point of beginning.

The above described perpetual easement contains 913 square feet or 0.021 acre in area, more or less.

Assessor Parcel No. 14-26-451-039

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way 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 right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

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

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

Dated this 3rd day of October, 2019.

Brian D. Creighton **GRANTOR**

Lori T. Creighton **GRANTOR**

Acknowledgement

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

On this 3rd day of October, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Brian D. Creighton & Lori T Creighton, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

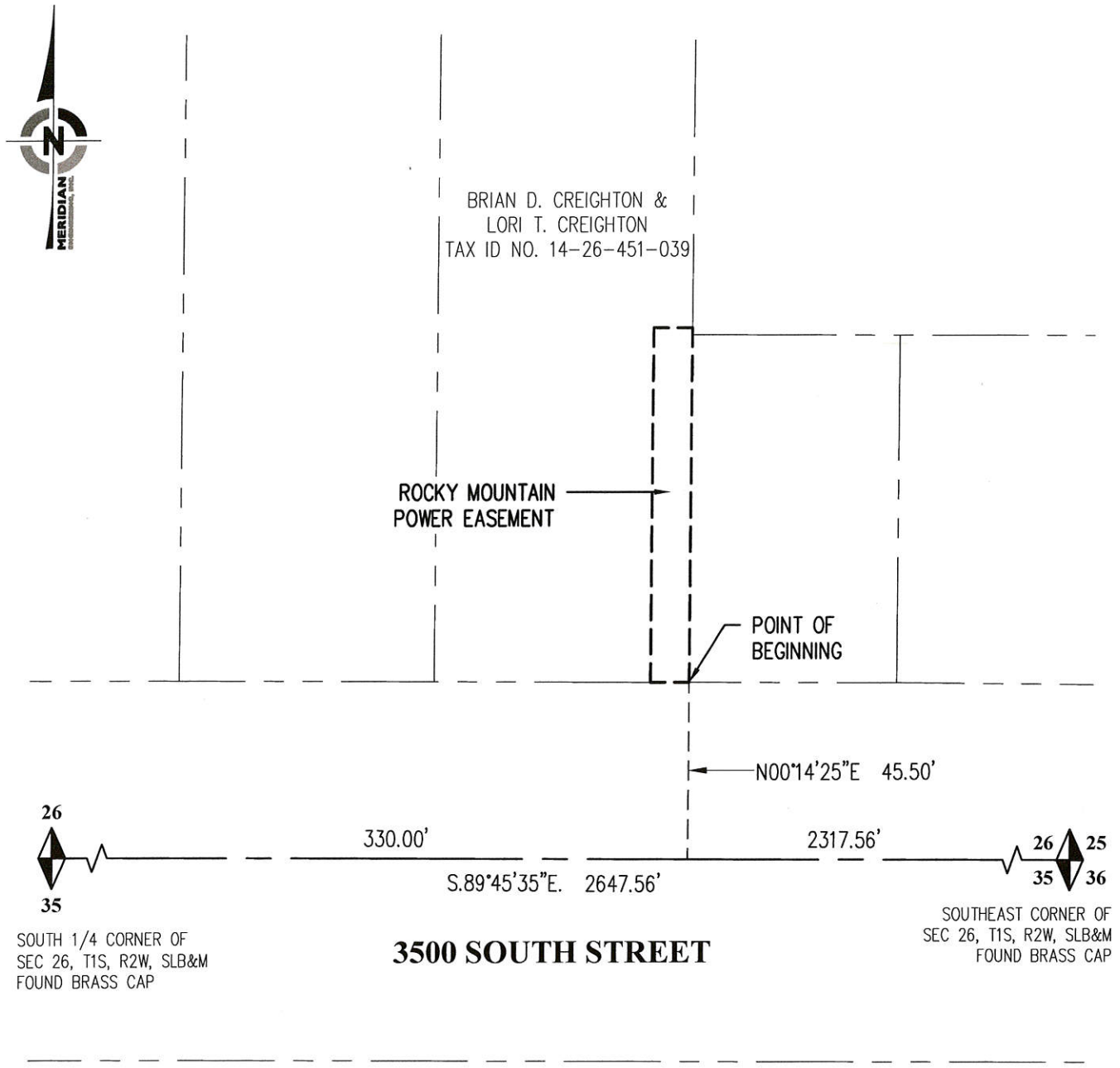
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Wendy Hansen
(notary signature)

WENDY HANSEN
Notary Public, State of Utah
Commission #707621
My Commission Expires
08/06/2023

NOTARY PUBLIC FOR Utah (state)
Residing at: Draper, Utah (city, state)
My Commission Expires: 8/6/2023 (d/m/y)

EXHIBIT A



EASEMENT AREA = 913 SF, 0.021 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 08/20/2019		BY: TRW	CKD: MWN	APP:
MERIDIAN ENGINEERING, INC. 1628 WEST 11010 SOUTH, SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1315 FAX (801) 5691319		EXHIBIT A SITUATE IN THE SE 1/4 OF SEC. 26, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH	PACIFICORP A MIDAMERICAN ENERGY HOLDINGS COMPANY		

ADJUST VALVE BOX
3508+27.08 RT 14.48
3513+47.34 RT 14.73
3513+49.09 RT 14.66
3513+60.90 RT 45.26

ADJUST MANHOLE
3507+79.11 LT 31.08 (WATER)
3507+83.68 RT 24.94 (SEWER)
3509+02.61 RT 24.94 (SEWER)
3509+03.95 LT 0.24 (SEWER)
3511+25.13 RT 24.64 (SEWER)
3511+76.36 LT 0.74 (WATER)
3513+47.96 RT 53.03 (WATER)
3513+49.82 RT 41.07 (WATER)
3513+58.18 RT 44.79 (WATER)
3514+48.07 RT 24.81 (SEWER)
3514+61.65 RT 0.03 (SEWER)

RELOCATE METER/H
3507+78.93 LT 31.28 (METER)
3508+25.31 LT 34.08 (METER)
3508+27.08 RT 32.96 (HYDRANT)
3508+57.14 LT 32.07 (METER)
3509+79.81 LT 32.20 (METER)
3510+39.88 LT 32.09 (METER)
3511+40.19 LT 30.81 (METER)
3512+30.41 LT 30.97 (METER)
3513+45.03 RT 38.55 (METER)
3513+47.34 RT 41.04 (METER)
3513+49.09 RT 32.83 (HYDRANT)
3513+98.02 LT 34.38 (METER)

N

PERPETUAL EASEMENT PROVIDED BY UDOT
RMP AERIAL
DOMINION QL-B 0.75" STEEL
GHID QL-D WATER SERVICE
GHID QL-C 8" CONCRETE SEWER
Creighton
3508+00
COMCAST AERIAL TV
CENTURYLINK AERIAL TELEPHONE
DOMINION QL-B 0.5" PLASTIC
DOMINION QL-B 0.75" STEEL
CENTURYLINK AERIAL TELEPHONE
SEE 35-UT-01 MATCH LINE 3507+50
GHID QL-C 18" PVC SEWER
GHID QL-C 6" PVC WATER
COMCAST AERIAL F/O
COMCAST AERIAL TV
RMP AERIAL
SEE RMP 3500 S RELOCATION PACKAGE
SEE UTOPIA 3500 S RELOCATION PACKAGE
SEE COMCAST 3500 S RELOCATION PACKAGE
PERPETUAL EASEMENT PROVIDED BY UDOT
Restore Utah LLC
3509+00
CENTURYLINK AERIAL TELEPHONE
COMCAST AERIAL TV
RMP AERIAL
CENTURYLINK AERIAL TELEPHONE
DOMINION QL-B 8" STEEL
GHID QL-C 12" RCP SEWER
SAWCUT
UTOPIA QL-B F/O
PERPETUAL EASEMENT PROVIDED BY UDOT
3510+00
CENTURYLINK AERIAL TELEPHONE
GHID QL-D WATER SERVICE
DOMINION QL-B 0.5" PLASTIC
GHID QL-C 12" PVC WATER
UTOPIA QL-B F/O
SR-171 (3500 SOUTH)
RMP QL-B ELECTRIC
COMCAST AERIAL TV
3511+00
PERPETUAL EASEMENT PROVIDED BY UDOT
CENTURYLINK AERIAL TELEPHONE
DOMINION QL-D 0.5" PLASTIC
RMP AERIAL
GHID QL-D WATER SERVICE
COMCAST AERIAL TV
3512+00
PERPETUAL EASEMENT PROVIDED BY UDOT
RMP QL-B ELECTRIC
SEE UTOPIA 3500 S RELOCATION PACKAGE
CENTURYLINK QL-B 900-PAIR
GHID QL-D WATER SERVICE
DOMINION QL-D 0.5" PLASTIC
WVC QL-C 21" RCP
PRIVATE QL-C 8" CPP
3513+00
PRIVATE QL-D 8" CPP
DOMINION QL-D 8" PLASTIC
DOMINION QL-B 24" STEEL HP
3514+00
RMP ELECTRIC QL-B
SEE DOMINION 3500 S BETTERMENT PACKAGE
SEE CENTURYLINK 3500 S RELOCATION PACKAGE
GHID QL-D WATER SERVICE
DOMINION QL-B 2" STEEL
3515+00
MATCH LINE 3515+50 SEE 35-UT-03
DOMINION QL-B 24" STEEL HP
GHID QL-C 6" PVC WATER
GHID QL-C 4" CAST IRON WATER
PRIVATE QL-D WATER
GHID QL-C 18" PVC SEWER
PRIVATE QL-C 15" RCP
PRIVATE QL-D 12" RCP
RMP FUTURE TRANSMISSION LINES
CENTURYLINK QL-B
(9) 4" CONDUITS
(1) 144-COUNT F/O
(1) 96-COUNT F/O
(1) 72-COUNT F/O
(1) 48-COUNT F/O
(1) 16-COUNT F/O
(1) 900-PAIR
(1) 400-PAIR
PRIVATE QL-C 8" PVC SEWER
PRIVATE QL-D SEWER
SEE RMP CILMA TO 3500 S RELOCATION PACKAGE

LEGEND:
X X X ABANDON UTILITY
REMOVE UTILITY
FLOW FILL UTILITY

NOTES:
1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA.
2. PROTECT IN PLACE ALL UTILITIES UNLESS SHOWN OTHERWISE.

NO.	DATE	REMARKS
B	08/05/19	FINAL PACKAGE - 4100 S/3500 S/5600 W FCW
A	05/29/19	INTERMEDIATE PACKAGE - 4100S/3500S/5600W FCW

REVISIONS

UTAH DEPARTMENT OF TRANSPORTATION
MOUNTAIN VIEW CORRIDOR CONSTRUCTORS

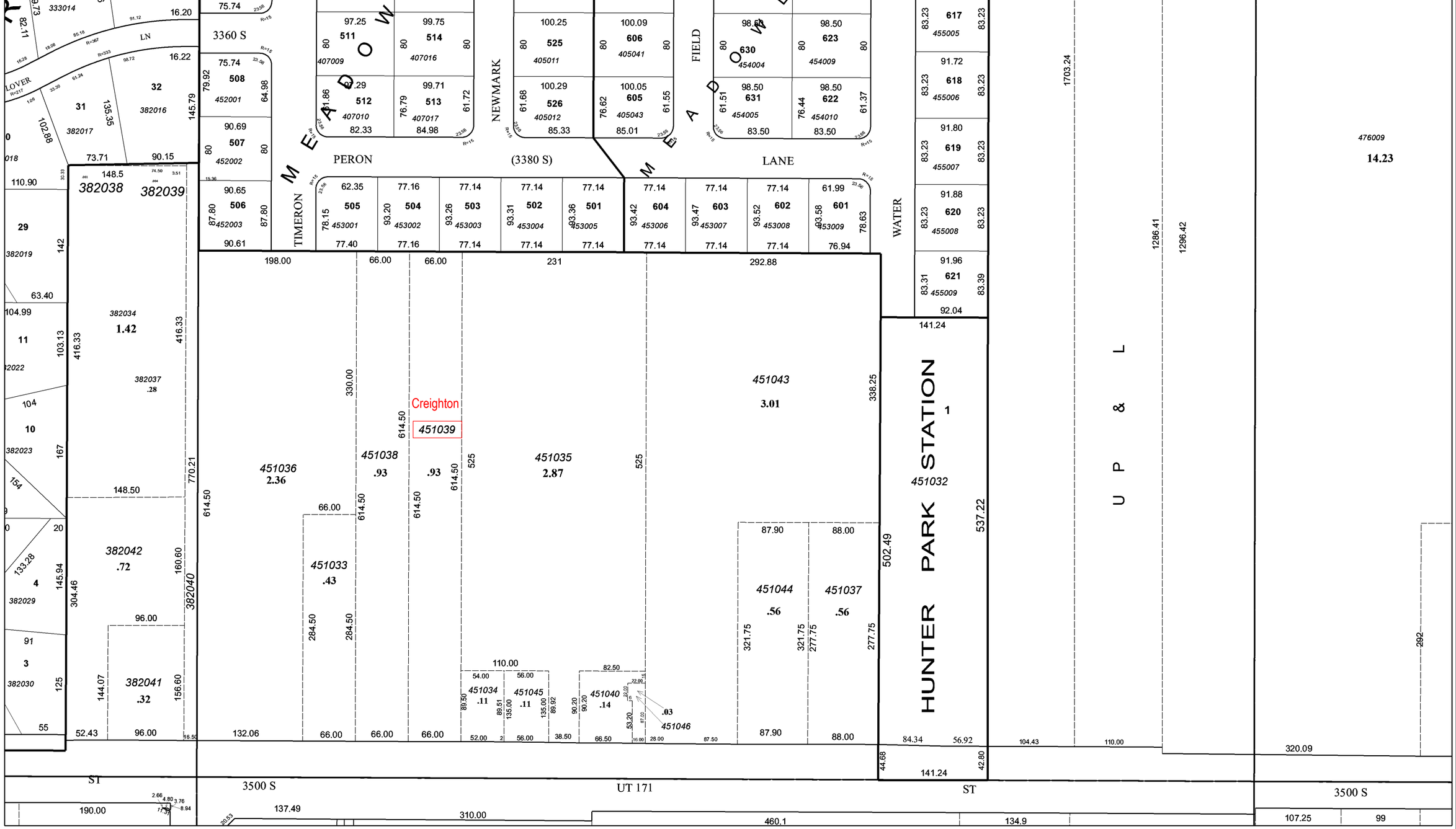
DRAWN BY MJE
QC CHECKED BY BOW
APPROVED BY
DATE
APPROVED
NOT FOR CONSTRUCTION
PROFESSIONAL ENGINEER
DATE

PROJECT: SR-85, MVC; 4100 SOUTH TO SR-201
PROJECT NUMBER: S-0085(9)
PIN: 13149
UTILITY (3500 S)

SHEET NO. 35-UT-02

DGN: File:ps://VANWABPWNT01.parsons.com/Utah State/Documents/MVC41005 SR201/20-Design/80-Corridor_Wide/CAD/Utility/South Segment/Sheets/13149_S_UT_35005_02

02-AUG-2019



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
Adam Gardiner
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

N W E S

W 1/2 SE 1/4 Sec 26 T1S R2W

SALT LAKE COUNTY, UTAH

10/19/2018
100

Scale 1"=100'
0 100' 200'
Feet

14-26-41

	R3W	R2W	R1W	R1E	R2E	R3E
T1N	6	7	8	9	10	11
T1S	13		15	16	17	18
T2S	19	20	21	22	23	24
T3S	25	26	27	28	29	30
T4S	31	32	33	34		

Area

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27		25
31	32	33	34	35	36

Section

11	12	21	22
31	32		42

Page

Item #:	
Fiscal Impact:	$5,800.00
Funding Source:	General Fund
Account #:	45-9610-40750-75247-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Contract.

SYNOPSIS:

Carol A. Winkempleck and Yolanda L. Taylor have signed a Right-of-way Contract with West Valley City and a Underground Right of Way Easement in favor of Rocky Mountain Power on property located at 5966 West 3500 South (14-26-451-038).

BACKGROUND:

The Carol A. Winkempleck and Yolanda L. Taylor parcel located at 5966 West 3500 South is one of several parcels affected by this project and which require acquisitions Underground Right of Way Easements in favor of Rocky Mountain Power for the 3500 South Power Burial Project; approximately 5400 West to 6000 West. This project will be constructed in conjunction with the current phase of the Mountain View Corridor Project. As a Betterment to the Mountain View Corridor Project, West Valley City is paying for the burial of overhead power lines between approximately 5400 West and 6000 West. Compensation for the purchase of the Underground Right of Way Easement and improvements is $5,800.00 based upon the compensation estimate prepared by the DH Group, LLC.

RECOMMENDATION:

Authorize the Mayor to execute Right-of-way Contract. City Recorder will also record the Underground Right of Way Easement in the office of the Salt Lake County Recorder in behalf of Rocky Mountain Power.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND RIGHT OF WAY EASEMENT WITH AND FROM CAROL WINKEMPLECK AND YOLANDA TAYLOR FOR PROPERTY LOCATED AT APPROXIMATELY 5966 WEST 3500 SOUTH.

WHEREAS, Carol Winkempleck and Yolanda Taylor (collectively, "Owner") have entered into a Right of Way Contract for property located at 5966 West 3500 South that is affected by the 3500 South Power Burial Project (herein "Project"); and

WHEREAS, Owner has also signed an Underground Right of Way Easement (the "Easement") as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Right of Way Contract with Owner, and to accept the Easement;

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

1. That the above-referenced document entitled "Right of Way Contract" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s): 14-26-451-038
Project Location: Mountain View Corridor - 3500 South Power Burial Project
County of Property: SALT LAKE Tax ID / Sidwell No: 14-26-451-038
Property Address: 5966-5968 West 3500 South, West Valley City, UT 84128
Owner's Address: 5966-5968 West 3500 South, West Valley City, UT 84128
Primary Phone: 801-964-9934 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Carol A. Winkempleck and Yolanda L. Taylor
Grantee: West Valley City, municipal corporation of the State of Utah

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

The Grantor hereby agrees to convey and sell by Perpetual Easement a parcel(s) of land known as parcel No. 14-26-451-038 for underground electric power transmission, distribution, and communication lines. This contract is to be returned to: Wendy Hansen (Consultant), Right of Way Agent c/o West Valley City, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Grantor agrees to transfer the property free of all debris and any hazardous materials (including paint or other household products.)
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
3. The City shall pay in full to the Grantor for the real property in the easement referenced above.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
5. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the city/state transportation project.

Additional Terms:
The site improvements in the perpetual easement include Misc. yard and site improvements

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent Wendy Hansen, represents purchaser.
Buyer's Brokerage WLC Consulting, LLC, represents purchaser.

Total Selling Price $5,800.00

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s): 14-26-451-038
Project Location: Mountain View Corridor & 3500 South
County of Property: SALT LAKE Tax ID / Sidwell No: 14-26-451-038
Property Address: 5966-5968 West 3500 South, West Valley City, UT 84128
Owner's Address: 5966-5968 West 3500 South, West Valley City, UT 84128
Primary Phone: 801-964-9934 Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Carol A. Winkempleck and Yolanda L. Taylor
Grantee: West Valley City, municipal corporation of the State of Utah

Grantor's Initials

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

IN WITNESS WHEREOF, said Carol A. Winkempleck and Yolanda L. Taylor has caused this instrument to be executed, this 3rd day of October, A.D. 2019.

Carol A. Winkempleck and Yolanda L. Taylor 10/3/2019.

By Yolanda L. Taylor
Print Name: YOLANDA L. TAYLOR
By Carol A. Winkempleck
Print Name: Carol A. Winkempleck

State of Utah)
:ss
County of Salt Lake)

On this 3rd day of October, 2019, personally appeared before me Carol A. Winkempleck & Yolanda L. Taylor, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the owners of 5966-5968 West 3500 South, West Valley City, UT 84128.

WENDY HANSEN
Notary Public, State of Utah
Commission #707621
My Commission Expires
08/06/2023

Wendy Hansen
NOTARY PUBLIC

Right of Way Agents **Date**

Wendy Hansen (Consultant) / Acquisition Agent 10/3/19

Wendy Hansen (Consultant) / Team Leader 10/3/19

Approved by Steven J. Dale, ROW & Survey Section Manager 10/7/19

Approved by Ron Bigelow, Mayor

Attest: City Recorder

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name:
WO#: 6669482
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Carol A. Winkempleck and Yolanda L. Taylor** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way, 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(s) **A** attached hereto and by this reference made a part hereof:

Legal Description:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Southeast Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at the intersection of the northerly right of way line of 3500 South Street (SR-71) and the grantors easterly boundary line, said point is 264.00 feet S.89°45'35"E. along the section line and 45.50 feet N.00°14'25"E. from the South Quarter Corner of said Section 26 (Note: Basis of Bearing is S.89°45'35"E. along the section line between the found monuments representing the South Quarter Corner and the Southeast Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said northerly right of way line N.89°45'35"W. 10.00 feet; thence N.00°14'25"E. 79.89 feet; thence S.89°45'35"E. 10.00 feet to said easterly boundary line; thence along said easterly boundary line S.00°14'25"W. 79.89 feet to the point of beginning.

The above described perpetual easement contains 799 square feet or 0.018 acre in area, more or less.

Assessor Parcel No. 14-26-451-038

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way 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 right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

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

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

Dated this 3rd day of October, 2019.

Carol A. Winkempleck

Carol A. Winkempleck **GRANTOR**

Yolanda L. Taylor

Yolanda L. Taylor **GRANTOR**

Acknowledgement

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

On this 3rd day of October, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Carol A. Wirkemplick & Yolanda L. Taylor, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

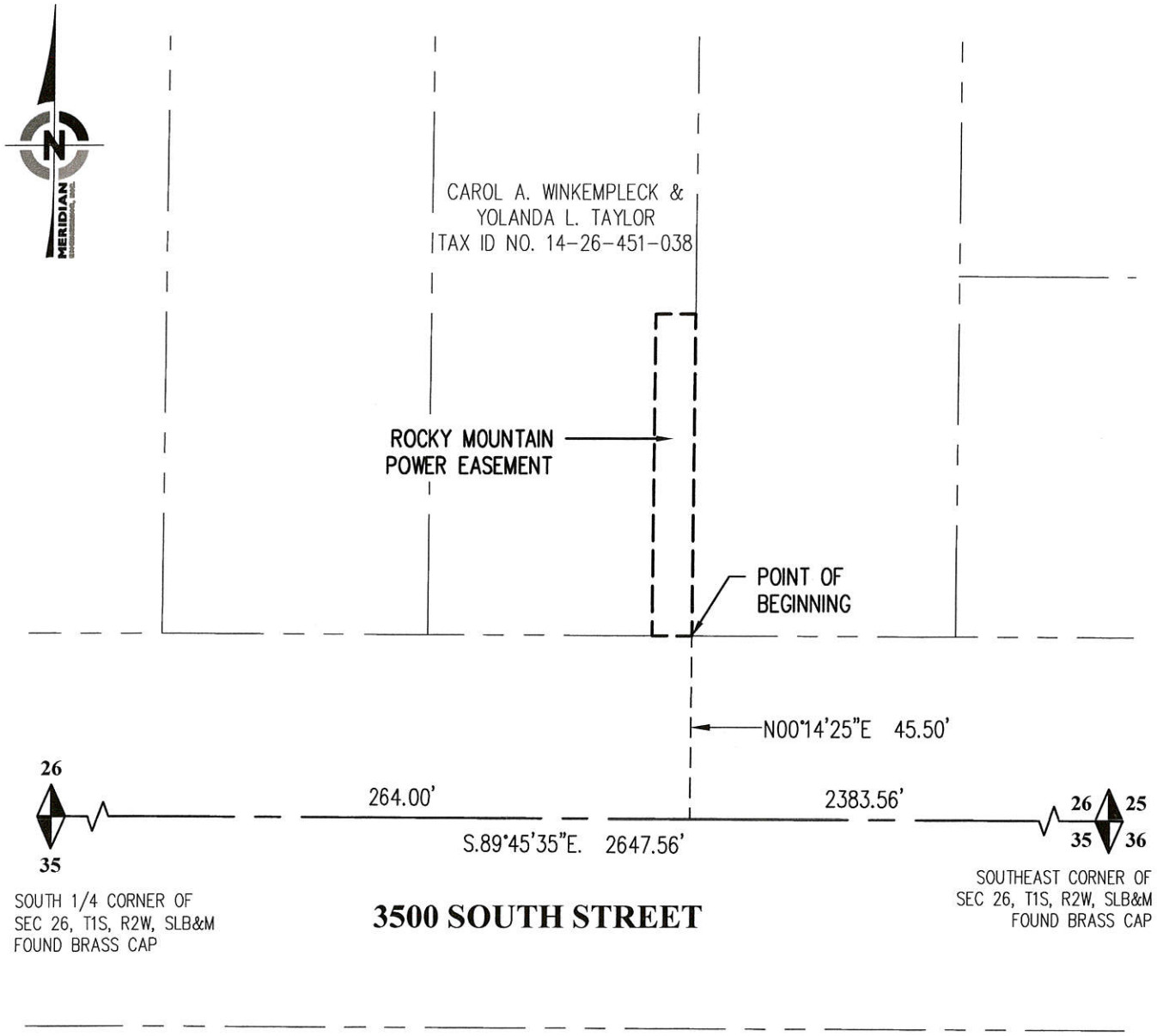
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Wendy Hansen
(notary signature)

WENDY HANSEN
Notary Public, State of Utah
Commission #707621
My Commission Expires
08/06/2023

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

EXHIBIT A



EASEMENT AREA = 799 SF, 0.018 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 08/20/2019		BY: TRW	CKD: MWN	APP:
MERIDIAN ENGINEERING, INC. 1628 WEST 11010 SOUTH, SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1315 FAX (801) 5691319		EXHIBIT A SITUATE IN THE SE 1/4 OF SEC. 26, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH			PACIFICORP A MIDAMERICAN ENERGY HOLDINGS COMPANY

ADJUST VALVE BOX
3502+21.88 LT 25.33
3503+87.46 RT 14.39
3504+40.93 RT 12.88
3504+44.32 RT 12.94
3504+68.90 RT 14.69
3504+71.06 RT 13.01
3506+65.19 RT 13.86
3506+65.42 RT 34.24

ADJUST MANHOLE
3500+77.10 RT 25.13 (SEWER)
3502+92.45 RT 24.12 (SEWER)
3502+93.46 LT 0.96 (SEWER)
3504+57.10 RT 24.77 (SEWER)
3505+72.93 RT .09 (SEWER)
3506+65.29 RT 36.42 (WATER)

RELOCATE METER
3502+91.76 LT 40.97
3503+88.56 LT 41.80
3505+21.58 LT 41.58
506+00.92 LT 31.99
3506+65.49 RT 36.42
3506+91.79 LT 32.30

CENTURYLINK QL-B TELEPHONE
GHID QL-C 8" PVC SEWER
UTOPIA QL-B F/O
DOMINION QL-B 0.5" SERVICE
COMCAST QL-B TV
RMP QL-B
MEADOW BRUCE WAY
GHID QL-C 8" PVC WATER
RMP QL-B 7.2 KV
GHID QL-D WATER SERVICE
UDOT QL-C 30" RCP
DOMINION QL-B 24" STEEL HP
CENTURYLINK 100-PAIR AERIAL
DOMINION QL-B 2" PLASTIC
UDOT QL-C 18" RCP
PRIVATE QL-D 4" PVC SEWER
GHID QL-C 8" CLAY SEWER
CENTURYLINK QL-B TELEPHONE
DOMINION QL-B 0.5" SERVICE
CENTURYLINK QL-B (9) 4" CONDUITS (1) 144-COUNT F/O (1) 96-COUNT F/O (2) 48-COUNT F/O (1) 24-COUNT F/O (1) 16-COUNT F/O (1) 900-PAIR (1)400-PAIR
GHID QL-C WATER SERVICE
CUT
SEE CENTURYLINK 3500 S RELOCATION PACKAGE
RMP AERIAL
RMP 7.2 KV AERIAL
DOMINION QL-D 0.5" PLASTIC
CENTURYLINK AERIAL TELEPHONE
WVC QL-C 33" CMP
COMCAST AERIAL TV
PERPETUAL EASEMENT PROVIDED BY UDOT
Anne T. Brown
DOMINION QL-B 0.5" PLASTIC
UTOPIA QL-B F/O
WVC QL-C 24" RCP
WVC QL-C 24" CMP
DOMINION QL-B 8" STEEL
SAWCUT
SEE UTOPIA 3500 S RELOCATION PACKAGE
SR-171 (3500 SOUTH)
WVC QL-C 36" RCP
WVC QL-C 24" CPP
GHID QL-C 10" CONCRETE SEWER
GHID QL-C 18" PVC SEWER
GHID QL-C 12" PVC WATER
DOMINION QL-B 0.75" STEEL
Winkempleck & Taylor
PERPETUAL EASEMENT PROVIDED BY UDOT
RMP AERIAL
CENTURYLINK AERIAL TELEPHONE
COMCAST AERIAL TV
GHID QL-D 0.75" STEEL
GHID QL-D WATER SERVICE
PRIVATE 2" PVC WATER
PRIVATE QL-C 21" RCP
GHID QL-C 12" RCP SEWER
MATCH LINE 3507+50 SEE 35-UT-02
GHID QL-D 6" PVC WATER
COMCAST AERIAL F/O
CENTURYLINK QL-B TELEPHONE
PRIVATE QL-C 10" RCP
PRIVATE QL-D 1" PVC WATER
DOMINION QL-B 1.25" PLASTIC
DOMINION QL-B 0.5" SERVICE
DOMINION QL-B 0.75" STEEL
CENTURYLINK AERIAL TELEPHONE
RMP 12.5KV AERIAL
PERPETUAL EASEMENT PROVIDED BY UDOT
SEE RMP 3500 S RELOCATION PACKAGE
SEE UTOPIA 3500 S RELOCATION PACKAGE
SEE COMCAST 3500 S RELOCATION PACKAGE
PRIVATE QL-C 6" PVC
PRIVATE QL-C 12" CPP
PRIVATE QL-D SD
CENTURYLINK QL-B (2) 1.25" PEST DUCTS (1) 24-COUNT F/O
CENTURYLINK QL-B (2) 1.25" PEST DUCTS (1) 24-COUNT F/O
6000 WEST
DOMINION QL-B 4" STEEL
CENTURYLINK QL-B TELEPHONE
UTOPIA QL-B F/O
COMCAST AERIAL TV
RMP 12.5 KV AERIAL
COMCAST AERIAL F/O
CENTURYLINK AERIAL TELEPHONE
PRIVATE QL-D 1" PVC WATER
DOMINION QL-B 1.25" PLASTIC
GHID QL-C 10" CONCRETE SEWER
GHID QL-C 12" PVC WATER
3501+00
3502+00
3503+00
3504+00
3505+00
3506+00
3507+00

LEGEND:
X X X ABANDON UTILITY
REMOVE UTILITY
FLOW FILL UTILITY

NOTES:
1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA.
2. PROTECT IN PLACE ALL UTILITIES UNLESS SHOWN OTHERWISE.

REVISIONS

NO.	DATE	APPROVED BY	REMARKS
B	08/05/19	BOW	FINAL PACKAGE - 4100 S/3500 S/5600 W FCW
A	05/29/19	BOW	INTERMEDIATE PACKAGE - 4100S/3500S/5600W FCW

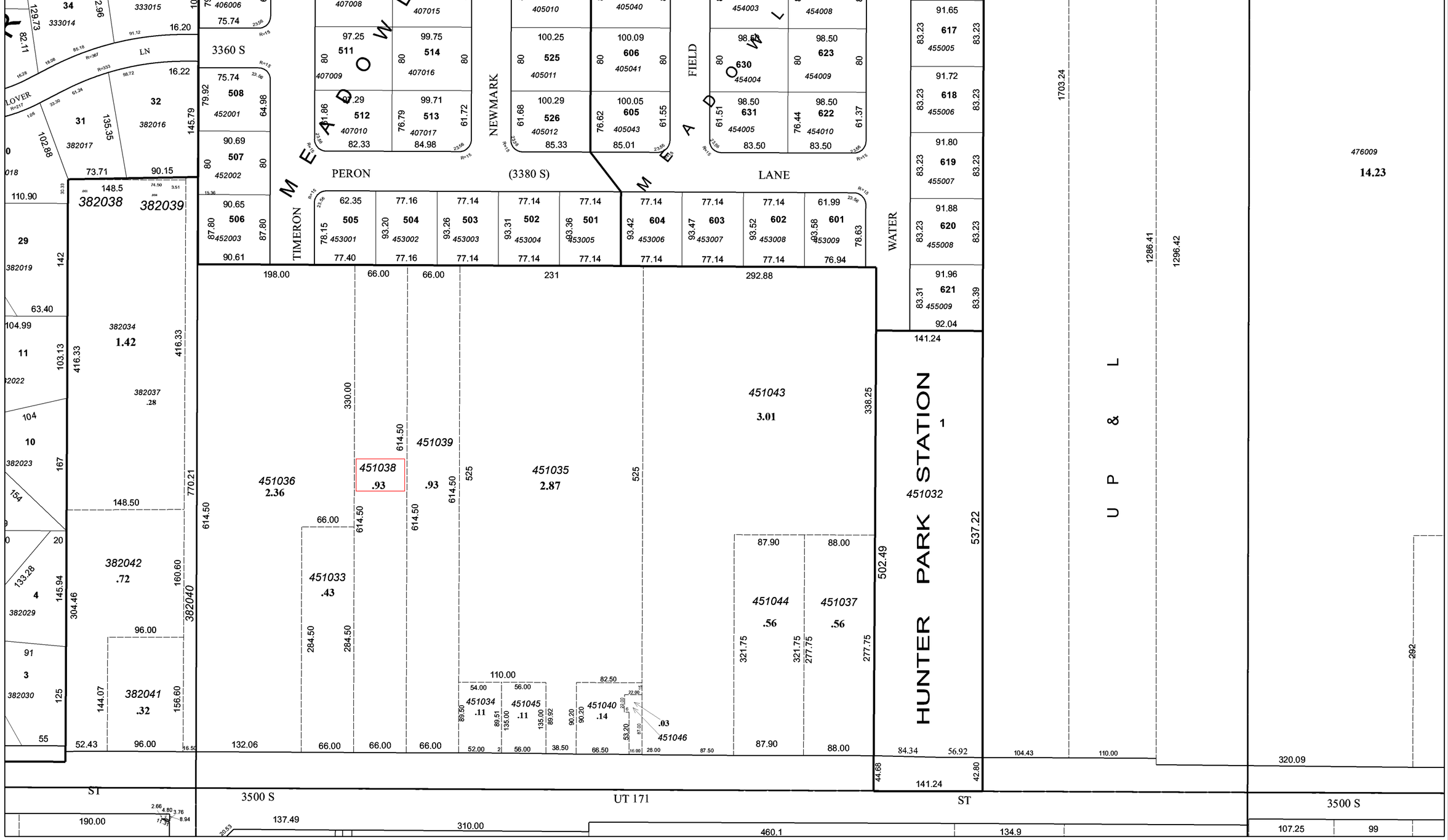
UTAH DEPARTMENT OF TRANSPORTATION
MOUNTAIN VIEW CORRIDOR CONSTRUCTORS

DRAWN BY MJE
CHECKED BY BOW
DATE

APPROVED
NOT FOR CONSTRUCTION
PROFESSIONAL ENGINEER
DATE

SR-85, MVC; 4100 SOUTH TO SR-201
PROJECT
S-0085(9)
PROJECT NUMBER
PIN 13149
UTILITY (3500 S)
SHEET NO. 35-UT-01

DGN: File:par://VANWA01PWINT01.parsons.com/Utah State/Documents/MVC4100S SR201/28-Design/08-Corridor_Kids/CAD/Utility/South Segment/Sheets/13149_S_UT_35085_01
02-AUG-2019



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
Adam Gardiner
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

N
W E
S

W 1/2 SE 1/4 Sec 26 T1S R2W

SALT LAKE COUNTY, UTAH

10/19/2018
110

Scale 1"=100'
0 100' 200'
Feet

14-26-41

Area

	R3W	R2W	R1W	R1E	R2E	R3E
T1N	6	7	8	9	10	11
T1S	13		15	16	17	18
T2S	19	20	21	22	23	24
T3S	25	26	27	28	29	30
T4S	31	32	33	34		

Section

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27		25
31	32	33	34	35	36

Page

11	12	21	22
31	32		42

Item #:	
Fiscal Impact:	$1,700.00
Funding Source:	General Fund
Account #:	45-9610-40750-75247-0020
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Contract.

SYNOPSIS:

Oil Slick Holdings LLC, a Utah limited liability company has signed a Right-of-way Contract with West Valley City and a Underground Right of Way Easement in favor of Rocky Mountain Power on property located at 5534 West 3500 South (14-25-351-051).

BACKGROUND:

The Oil Slick Holdings LLC parcel located at 5534 West 3500 South is one of several parcels affected by this project and which require acquisitions Underground Right of Way Easements in favor of Rocky Mountain Power for the 3500 South Power Burial Project; approximately 5400 West to 6000 West. This project will be constructed in conjunction with the current phase of the Mountain View Corridor Project. As a Betterment to the Mountain View Corridor Project, is paying for the burial of overhead power lines between approximately 5400 West and 6000 West. Compensation for the purchase of the Underground Right of Way Easement and improvements is $1,700.00 based upon the compensation estimate prepared by the DH Group, LLC.

RECOMMENDATION:

Authorize the Mayor to execute Right-of-way Contract. Underground Right of Way Easement will be sent to Rocky Mountain to have recorded in the office of the Salt Lake County Recorder.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND RIGHT OF WAY EASEMENT WITH AND FROM OIL SLICK HOLDINGS LLC FOR PROPERTY LOCATED AT APPROXIMATELY 5534 WEST 3500 SOUTH.

WHEREAS, Oil Slick Holdings LLC (herein "Owner") has entered into a Right of Way Contract for property located at 5534 West 3500 South that is affected by the 3500 South Power Burial Project (herein "Project"); and

WHEREAS, Owner has also signed an Underground Right of Way Easement (the "Easement") as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Right of Way Contract with Owner, and to accept the Easement;

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

1. That the above-referenced document entitled "Right of Way Contract" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City

Right of Way Contract

Easement

Project No: PW-333 Parcel No.(s): Oil Slick Holding LLC 14-25-351-051
Project Location: Mountain View Corridor - 3500 South Power Burial Project
County of Property: SALT LAKE Tax ID / Sidwell No: 14-25-351-051
Property Address: 5534 West 3500 South, Valley City, UT 84120
Owner's Address: 4064 South 3305 East, SLC, UT 84124
Primary Phone: Owner's Home Phone: Owner's Work Phone: 801-647-7571
Owner / Grantor: Oil Slick Holding LLC C/O Michael Vamianakis

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

The Grantor hereby agrees to convey and sell by Perpetual Easement a parcel(s) of land known as parcel number(s) 14-25-351-051 for underground electric power transmission, distribution, and communication lines. This contract is to be returned to: Desiree Vargas (Consultant), Right of Way Agent c/o West Valley City, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Grantor agrees to transfer the property free of all debris and any hazardous materials (including paint or other household products.)
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
3. The City shall pay in full to the Grantor for the real property in the easement referenced above.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
5. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the city/state transportation project.

Additional Terms:
The site improvements include the following: Sod
The Cost to Cure items include: retrofit the sprinklers

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent Desiree Vargas, represents purchaser.
Buyer's Brokerage WLC consulting, LLC, represents purchaser.

Total Selling Price $1,700.00

Grantor's Initials

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s): Oil Slick Holding LLC 14-25-351-051
Project Location: Mountain View Corridor & 3500 South
County of Property: SALT LAKE Tax ID / Sidwell No: 14-25-351-051
Property Address: 5534 West 3500 South, Valley City, UT 84120
Owner's Address: 4064 South 3305 East, SLC, UT 84124
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor: Oil Slick Holding LLC C/O Michael Vamianakis

Grantor's Initials

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

IN WITNESS WHEREOF, said Oil Slick Holding LLC C/O Michael Vamianakis has caused this instrument to be executed by its proper officers thereunto duly authorized, this 26th day of September, A.D. 2019.

Oil Slick Holding LLC C/O Michael Vamianakis

By _____
Print Name: Mike Vamianakis
Title: Owner

State of Utah)
:s
County of Salt Lake)

On this 26th day of September, 2019, personally appeared before me Mike Vamianakis, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the owner of, **Oil Slick Holding LLC C/O Michael Vamianakis** by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

DESIREE VILATE VARGAS
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 688591
COMM. EXP. 04-03-2020

NOTARY PUBLIC

Right of Way Agents — **Date**

Desiree Vargas (Consultant) / Acquisition Agent — 9/26/19

Wendy Hansen (Consultant) / Team Leader — 9/26/19

Approved by Steven J. Dale, ROW & Survey Section Manager — 10/02/19

Approved by Ron Bigelow, Mayor

Attest: City Recorder

Grantor's Initials

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name:
WO#: 6669482
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Oil Slick Holdings LLC** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way, 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(s) **A** attached hereto and by this reference made a part hereof:

Legal Description:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Southwest Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at the intersection of the northerly right of way line of 3500 South Street (SR-71) and the grantors westerly boundary line, said point is 440.00 feet S.89°45'44"E. along the section line and 46.98 feet N.00°14'16"E. from the Southwest Corner of said Section 25 (Note: Basis of Bearing is S.89°45'44"E. along the section line between the found monuments representing the Southwest Corner and the South Quarter Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said westerly boundary line N.00°14'16"E. 10.00 feet; thence S.89°45'35"E. 15.00 feet; thence S.00°14'16"W. 10.00 feet to said northerly right of way line; thence along said northerly right of way line N.89°45'35"W. 15.00 feet to the point of beginning.

The above described perpetual easement contains 150 square feet in area, more or less.

Assessor Parcel No. 14-25-351-051

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way 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 right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

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

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

Dated this 26th day of September, 2019.

GRANTOR

GRANTOR

Acknowledgment

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

On this 26th day of September, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Mike Vamianakis, known or identified to me to be the owner of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of Oil Slick Holdings LLC, and acknowledged to me that said entity executed the same.

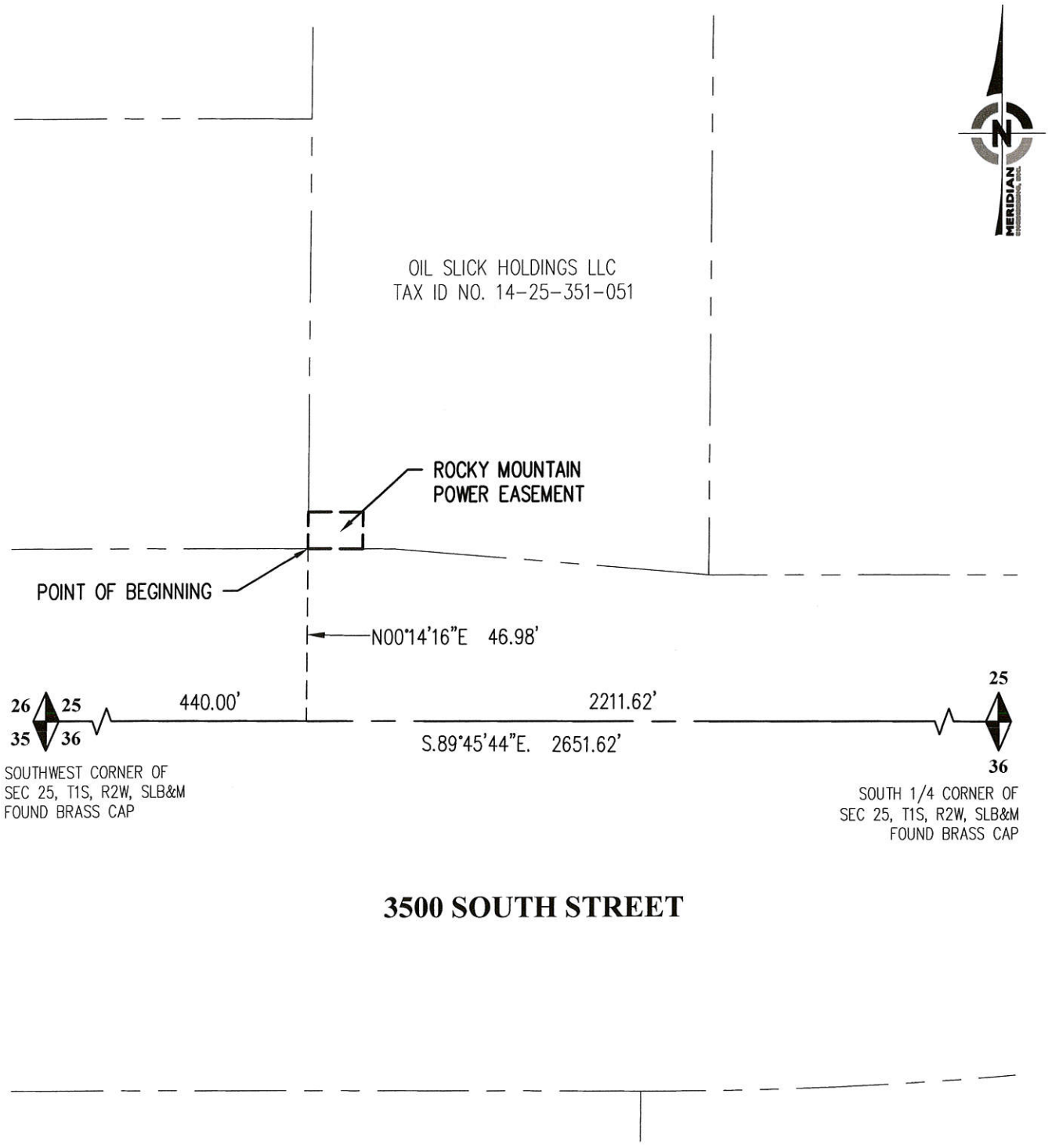
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Desiree Vilate Vargas
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Herriman, Utah (city, state)
My Commission Expires: 4/3/2020 (d/m/y)

DESIREE VILATE VARGAS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 688591
COMM. EXP. 04-03-2020

EXHIBIT A



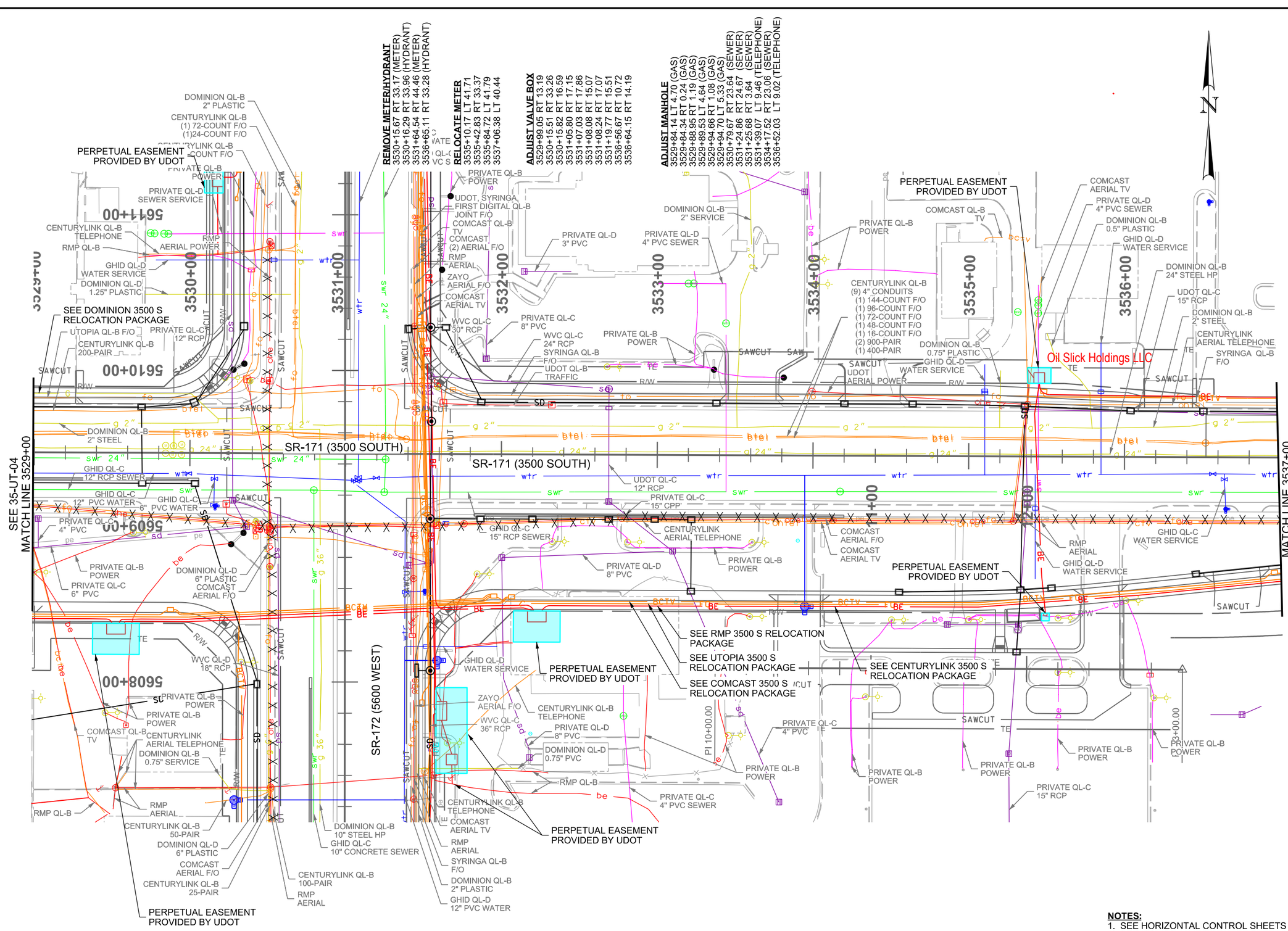
EASEMENT AREA = 150 SF

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 08/20/2019	EXHIBIT A SITUATE IN THE SW 1/4 OF SEC. 25, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH	BY: TRW	CKD: MWN	APP:

MERIDIAN ENGINEERING, INC.
1628 WEST 11010 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84095
PHONE (801) 569-1315 FAX (801) 5691319

PACIFICORP
A MIDAMERICAN ENERGY HOLDINGS COMPANY



LEGEND:

- X X X ABANDON UTILITY
- ~~~ REMOVE UTILITY
- \ \ \ \ \ FLOW FILL UTILITY

NOTES:

1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA.
2. PROTECT IN PLACE ALL UTILITIES UNLESS SHOWN OTHERWISE.

NO.	DATE	APPROVED BY	REMARKS
B	08/05/19	BOW	FINAL PACKAGE - 4100 S/3500 S/5600 W FCW
A	05/29/19	BOW	INTERMEDIATE PACKAGE - 4100S/3500S/5600W FCW

REVISIONS

UTAH DEPARTMENT OF TRANSPORTATION
MOUNTAIN VIEW CORRIDOR CONSTRUCTORS

APPROVED

NOT FOR CONSTRUCTION
PROFESSIONAL ENGINEER

DRAWN BY: MJE
QC CHECKED BY: BOW
DATE

SR-85, MVC; 4100 SOUTH TO SR-201

PROJECT

S-0085(9)

PROJECT NUMBER

PIN 13149

UTILITY (3500 S)

SHEET NO. 35-UT-05

DGN File:p:\VANV40\PWIN10\pearsons\Utah State\Documents\NVC41005 SR201/20-Design/08-Corridor Wide/C3D/Utility/South Segment/Sheets/13149_S_UT_35005_05

02-AUG-2019



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
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

N W E S

W 1/2 SW 1/4 Sec 25 T1S R2W

SALT LAKE COUNTY, UTAH

6/26/2019
120

Scale 1"=100'
0 100' 200'
Feet

14-25-31

	R3W	R2W	R1W	R1E	R2E	R3E
T1N	6	7	8	9	10	11
T1S	13		15	16	17	18
T2S	19	20	21	22	23	24
T3S	25	26	27	28	29	30
T4S	31	32	33	34		

Area

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	
31	32	33	34	35	36

Section

11	12	21	22
	32	41	42

Page

Item #:	
Fiscal Impact:	$3,000.00
Funding Source:	General Fund
Account #:	45-9610-40750-75247-0020
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Contract.

SYNOPSIS:

RueCo L.L.C. LLC, a Utah limited liability company has signed a Right-of-way Contract with West Valley City and a Underground Right of Way Easement in favor of Rocky Mountain Power on property located at 3567South 5600 West (14-36-101-004).

BACKGROUND:

The RueCo L.L.C. parcel located at 3567 South 5600 West is one of several parcels affected by this project and which require acquisitions Underground Right of Way Easements in favor of Rocky Mountain Power for the 3500 South Power Burial Project; approximately 5400 West to 6000 West. This project will be constructed in conjunction with the current phase of the Mountain View Corridor Project. As a Betterment to the Mountain View Corridor Project, is paying for the burial of overhead power lines between approximately 5400 West and 6000 West. Compensation for the purchase of the Underground Right of Way Easement and improvements is $3,000.00 was negotiated based upon the compensation estimate prepared by the DH Group, LLC.

RECOMMENDATION:

Authorize the Mayor to execute Right-of-way Contract. Underground Right of Way Easement will be sent to Rocky Mountain to have recorded in the office of the Salt Lake County Recorder.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND RIGHT OF WAY EASEMENT WITH AND FROM RUECO LLC FOR PROPERTY LOCATED AT APPROXIMATELY 3567 SOUTH 5600 WEST.

WHEREAS, RueCo LLC (herein, "Owner") has entered into a Right of Way Contract for property located at 3567 South 5600 West that is affected by the 3500 South Power Burial Project (herein "Project"); and

WHEREAS, Owner has also signed an Underground Right of Way Easement (the "Easement") as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Right of Way Contract with Owner, and to accept the Easement;

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

1. That the above-referenced document entitled "Right of Way Contract" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s): RUECO-03 14-36-101-004
Project Location: Mountain View Corridor - 3500 South Power Burial Project
County of Property: SALT LAKE Tax ID / Sidwell No: 14-36-101-004
Property Address: 3567 South 5600 West, West Valley City, UT 84120
Owner's Address: 4280 Scentic Circle, Bountiful, UT
Primary Phone: Owner's Home Phone: 801-232-8313 Owner's Work Phone: 801-390-1034
Owner / Grantor: RUECO, LLC

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

The Grantor hereby agrees to convey and sell by Perpetual Easement a parcel(s) of land known as parcel number(s) RUECO-03 for underground electric power transmission, distribution, and communication lines. This contract is to be returned to: Wendy Hansen (Consultant), Right of Way Agent c/o West Valley City, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Grantor agrees to transfer the property free of all debris and any hazardous materials (including paint or other household products.)
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
3. The City shall pay in full to the Grantor for the real property in the easement referenced above.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
5. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the city/state transportation project.

Additional Terms:

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent_Wendy Hansen_____, represents purchaser.
Buyer's Brokerage___WLC Consulting, LLC_____, represents purchaser.

Total Selling Price $3000.00

Grantor's Initials

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s) RUECO, LLC-03 14-36-101-004
Project Location: Mountain View Corridor & 3500 South
County of Property: SALT LAKE Tax ID / Sidwell No 14-36-101-004
Property Address: 5570 West 3500 South West, West Valley City,
Owner's Address: 4280 Scentic Circle, Bountiful, UT
Primary Phone: Owner's Home Phone: 801-232-8313 Owner's Work Phone: 801-390-1034
Owner / Grantor (s): RUECO, LLC

Grantor's Initials

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

IN WITNESS WHEREOF, said RUECO, LLC has caused this instrument to be executed by its proper officers thereunto duly authorized, this 25th day of September, A.D. 2019.

RUECO, LLC

By _____
Print Name: Richard Day
Title: Manager

State of Utah)
:ss
County of Davis)

On this 25th day of September, 2019, personally appeared before me Richard Day, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Manager of, **RUECO, LLC** by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

WENDY HANSEN
Notary Public, State of Utah
Commission #707621
My Commission Expires
08/06/2023

_____
NOTARY PUBLIC

Right of Way Agents **Date**

_____ 9/25/19
Wendy Hansen (Consultant) / Acquisition Agent

_____ 9/25/19
Wendy Hansen (Consultant) / Team Leader

_____ 10/02/19
Approved by Steven J. Dale, ROW & Survey Section Manager

_____ _____
Approved by Ron Bigelow, Mayor

_____ _____
Attest: City Recorder

_____
Grantor's Initials

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name:
WO#: 66639482
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **RueCo L.L.C.** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way, 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(s) **A** attached hereto and by this reference made a part hereof:

Legal Description:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Northwest Quarter of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at in the easterly right of way line of 5600 West Street (SR-172), said point is 615.99 feet S.00°02'39"W. along the section line and 49.74 feet S.89°57'21"E. from the Northwest Corner of said Section 36 (Note: Basis of Bearing is S.00°02'39"W. along the section line between the found monuments representing the Northwest Corner and the West Quarter Corner of Section 36, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said easterly right of way line N.00°02'39"E. 30.00 feet; thence S.89°57'21"E. 20.00 feet; thence S.00°02'39"W. 30.00 feet; thence N.89°57'21"W. 20.00 feet to the point of beginning.

The above described perpetual easement contains 600 square feet or 0.014 acre in area, more or less.

Assessor Parcel No. 14-36-101-004

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way 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 right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

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

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

Dated this 25th day of September, 2019.

GRANTOR

GRANTOR

Acknowledgment

STATE OF Utah)
) ss.
County of Davis)

On this 25th day of September, 2019, before me, the undersigned Notary Public in and for said State, personally appeared RICH DAY, known or identified to me to be the Manager of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of RueCo L.L.C., and acknowledged to me that said entity executed the same.

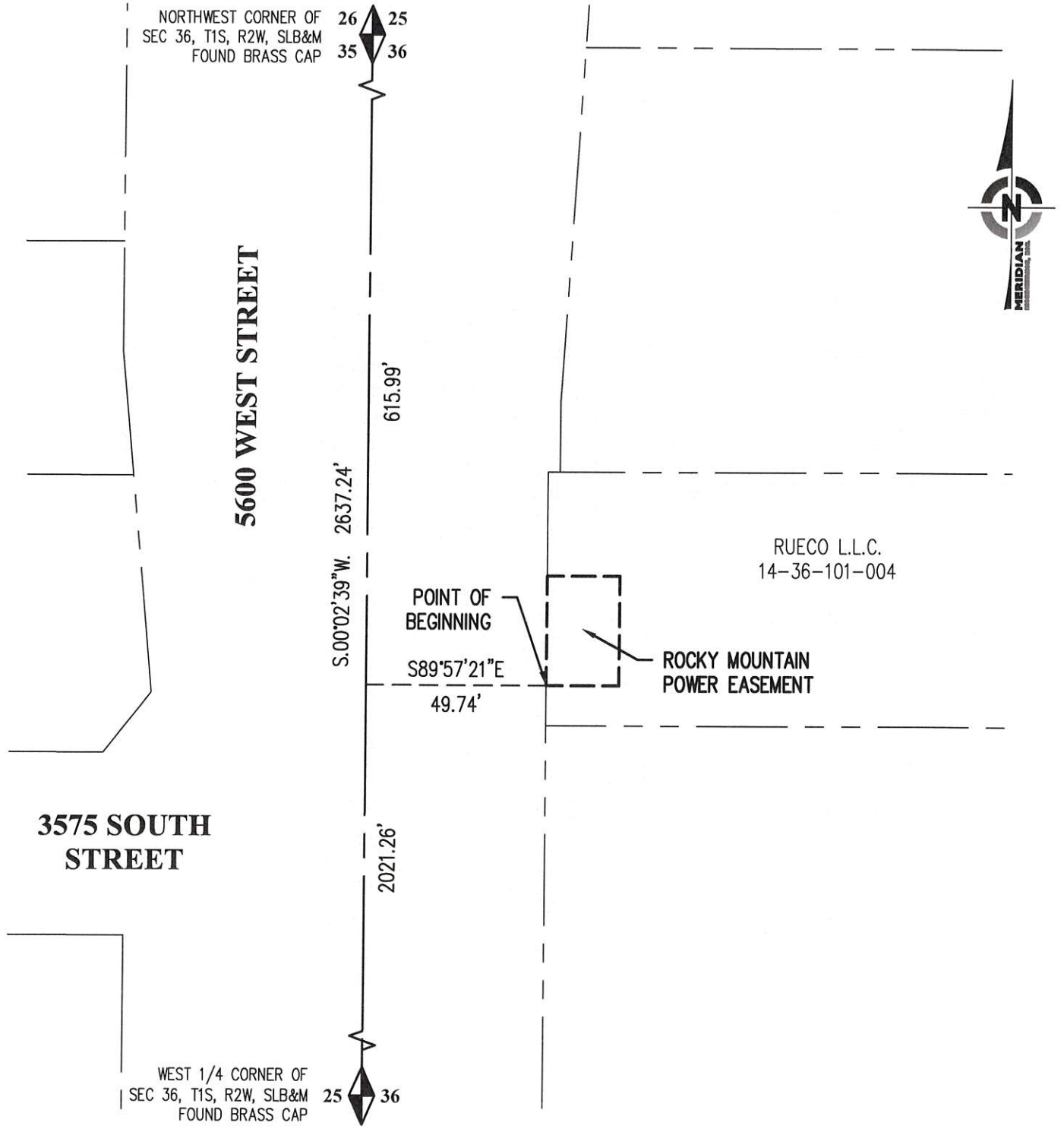
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Wendy Hansen
(notary signature)

WENDY HANSEN
Notary Public, State of Utah
Commission #707621
My Commission Expires
08/06/2023

NOTARY PUBLIC FOR Utah (state)
Residing at: Draper, Utah (city, state)
My Commission Expires: 8/6/23 (d/m/y)

EXHIBIT A



EASEMENT AREA = 600 SF, 0.014 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 04/17/2019		BY: GWB	CKD: TRW	APP:
MERIDIAN ENGINEERING, INC. 1628 WEST 11010 SOUTH, SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1315 FAX (801) 5691319		EXHIBIT A SITUATE IN THE NW 1/4 OF SEC. 36, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH	PACIFICORP A MIDAMERICAN ENERGY HOLDINGS COMPANY		

ADJUST MANHOLE
5601+20.74 LT 19.94 (SEWER)
5602+86.66 LT 19.75 (SEWER)
5605+20.92 LT 19.69 (SEWER)

ADJUST VALVE BOX
5600+37.43 RT 36.22
5602+92.74 RT 34.00
5603+77.02 RT 37.65
5603+87.14 RT 38.99
5603+04.40 LT 57.43

RELOCATE METER
5604+33.68 LT 56.71
5604+68.71 RT 51.04
5604+77.54 LT 56.74
5605+26.74 RT 56.74

5600+00
5601+00
5602+00
5603+00
3575 SOUTH
3582+00
3583+00
5604+00
3584+00
5605+00
5606+00
SR-172 (5600 WEST)
SAWCUT
MATCH LINE 5606+00
SEE 56-UT-02

CENTURYLINK AERIAL TELEPHONE
COMCAST AERIAL TV
RMP AERIAL
DOMINION QL-B 2" STEEL
GHID QL-D 4" CAST IRON WATER
GHID QL-D WATER SERVICE
WEST VALLEY CITY QL-C 18" RCP
DOMINION QL-D 1/2" SERVICE
COMCAST QL-B TV
DOMINION QL-B 3/4"SERVICE
SEE RMP 3500 S RELOCATION PACKAGE
PERPETUAL EASEMENT PROVIDED BY UDOT
WEST VALLEY CITY QL-C 15" RCP
DOMINION QL-B 6" PLASTIC
GHID QL-C 8" CONCRETE SEWER
DOMINION QL-B 1/2" PLASTIC
DOMINION QL-B 10" STEEL HP
DOMINION QL-B 6" PLASTIC
CENTURY LINK QL-B 200-PAIR
CENTURY LINK QL-B TELEPHONE
GHID QL-C 12" PVC WATER
PRIVATE QL-D SEWER
COMCAST AERIAL F/O
SEE RMP CILMA TO 3500 S RELOCATION PACKAGE
SEE RMP 3500 S RELOCATION PACKAGE
DOMINION QL-B 2" PLASTIC
DOMINION QL-B 2" MAIN
GHID QL-D 8" PVC WATER
ZAYO SOLUTIONS AERIAL F/O
DOMINION QL-D 1/2" PLASTIC
WEST VALLEY CITY QL-C 36" RCP
RueCo, L.L.C.
GHID QL-C WATER SERVICE
WVC QL-C 12" RCP
PRIVATE QL-D 4" PVC SEWER
DOMINION QL-D 2" SERVICE
DOMINION QL-B 3/4" SERVICE
RMP QL-B
PRIVATE QL-C 15" CPP
CENTURYLINK QL-B TELEPHONE

LEGEND:
X X X ABANDON UTILITY
REMOVE UTILITY
FLOW FILL UTILITY

NOTES:
1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA.
2. PROTECT IN PLACE ALL UTILITIES UNLESS SHOWN OTHERWISE.

REVISIONS

NO.	DATE	APPROVED BY	REMARKS
B	08/05/19	BOW	FINAL PACKAGE - 4100 S/3500 S/5600 W FCW
A	05/29/19	BOW	INTERMEDIATE PACKAGE - 4100S/3500S/5600W FCW

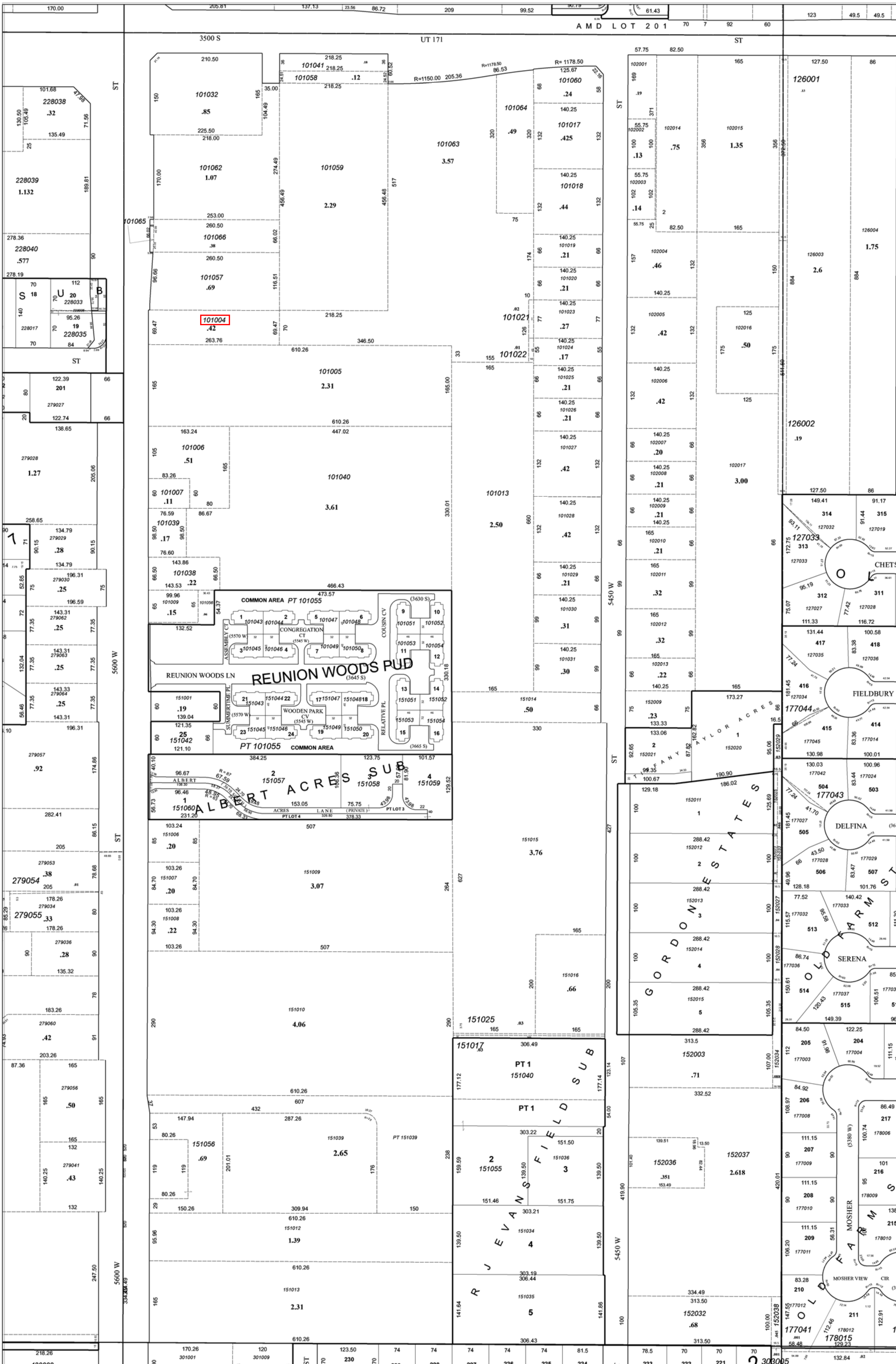
UTAH DEPARTMENT OF TRANSPORTATION
MOUNTAIN VIEW CORRIDOR CONSTRUCTORS

DRAWN BY MJE
CHECKED BY BOW
QC
DATE

APPROVED
NOT FOR CONSTRUCTION
PROFESSIONAL ENGINEER
DATE

PROJECT: SR-85, MVC; 4100 SOUTH TO SR-201
PROJECT NUMBER: S-0085(9)
PIN: 13149
UTILITY (5600 W)
SHEET NO. 56-UT-01

DGN File:psu://VANVA01PWINT01.parsons.com\Utah State\Documents\MVC\41005 SR201/20-Design/00-Corridor Wide/CAD/Utility/South Segment/Sheets/13149_S_UT_56005_01.dgn
05-AUG-2019



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
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

N
W E
S

W 1/2 NW 1/4 Sec 36 T1S R2W

SALT LAKE COUNTY, UTAH

5/3/2019

Scale 1"=100'

0 100' 200'

Feet

Page 10 of 10

14-36-11

Area

Section

Page