The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, May 19, 2020, at 6:30 PM. This meeting will be held electronically. Members of the press and public are invited to view this meeting live on YouTube at https://www.youtube.com/user/WVCTV. To participate in the public comment period or scheduled public hearings, please visit www.wvc-ut.gov/PublicComment prior to 2:30 PM on May 19, 2020.

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Mayor Ron Bigelow

4. Special Recognitions

5. Approval of Minutes:

   A. May 12, 2020

6. Comment Period:

   (The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

- 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.

A. Public Comments

B. City Manager Comments

C. City Council Comments

7. Resolutions:

A. 20-59: Approve the Execution of an Interlocal Agreement Between West Valley City and Salt Lake County

8. Consent Agenda:

A. 20-60: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Mark and Judith Hendricksen for Property Located at 3932 South Market Street

B. 20-61: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Jimmy and Jeanette Winters for Property Located at 3946 South Market Street

C. 20-62: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Raul Mendez III for Property Located at 2780 West Marcus Road

D. 20-63: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Jeddidiah and Josine Hall for Property Located at 3955 South Lee Maur Street

E. 20-64: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Glen

Bailess and 2718 West, LLC for Property Located at 2718 West 3835 South

9. Motion for Closed Session (if necessary)

10. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – MAY 12, 2020
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, MAY 12, 2020, AT 6:30 P.M. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE MEETING WAS HELD ELECTRONICALLY.

THE FOLLOWING MEMBERS WERE PRESENT ELECTRONICALLY:

Ron Bigelow, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

ABSENT:

Tom Huynh, Councilmember District 1

STAFF PRESENT ELECTRONICALLY:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder

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

OPENING CEREMONY

Councilmember Don Christensen conducted the Opening Ceremony. He stated that things changed suddenly in March and people learned how to manage electronically by Zoom. He stated that things likely won't open the same as they did before, but they will open. Councilmember Christensen said that today marked the first day in a long time that less than 100 new cases were reported. He added that 87 new businesses opened in West Valley

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City during the months of March and April. Councilmember Christensen stated that we are West Valley City strong and we will come back.

APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 5, 2020
The Council considered the Minutes of the Regular Meeting held May 5, 2020. There were no changes, corrections or deletions.

Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held May 5, 2020. Councilmember Lang seconded the motion.

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

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Jim Vesock thanked Mayor for his vote of opposition on the proposed budget. He stated that he doesn't feel it's time to take money from the rainy-day fund and indicated that things could get much worse. Mr. Vesock encouraged everyone to look at the budget, line by line, because it's important to see how money is being spent.

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 GPZ-2-2020, FILED BY SCOTT HELM, REQUESTING A GENERAL PLAN CHANGE FROM LARGE LOT RESIDENTIAL TO LOW DENSITY RESIDENTIAL AND A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO R-1-10 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 10,000 SQUARE FEET)**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled May 12, 2020, in order for the City Council to hear and consider public comments regarding application GPZ-2-2020, filed by Scott Helm, requesting a General Plan Change from large lot residential to low density residential and a zone change from A (agriculture, minimum lot size 1/2 acre) to R-1-10 (single unit dwelling residential, minimum lot size 10,000 square feet).

Written documentation previously provided to the City Council included

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information as follows:

> Back in 2015 when the City created the Residential Estate (RE) zone, the subject parcel along with other vacant parcels of 2 acres or more were rezoned by the City (application GPZ-1-2015) to one of the Agricultural zones as a type of holding zone with the anticipation of eventual development under the RE zone. At the same time, the City updated its housing standards. The reason for these changes was to encourage larger homes and larger lots on the relatively little remaining vacant land within the City. Prior to these changes, the subject property was zoned R-1-8. Along with the City initiated zone changes described above, the City also changed the ordinance to prohibit zone change applications to the R-1-7, R-1-8, R-1-10 or R-1-12 zones unless the property was less than 2 acres.
>
> The reason this property was included in the City initiated rezone is that the parcel is over 2 acres. However, upon closer inspection, the property includes a private driveway extending to 4100 South that is just over 27' wide by 601' long. When the private driveway, which is unusable other than for a driveway, is excluded from the overall 2.35 acres, the remaining land is 1.985 acres. For this reason, staff believed the application warranted consideration.

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

ACTION: ORDINANCE NO. 20-20, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) TO LOW DENSITY RESIDENTIAL (3 TO 4 UNITS/ACRE) FOR PROPERTY LOCATED AT 4625 WEST 4100 SOUTH ON 1.985 ACRES

The City Council previously held a public hearing regarding proposed Ordinance 20-20 that would amend the General Plan to show a change of land use from large lot residential (2 to 3 Units/Acre) to low density residential (3 to 4 Units/Acre) for property located at 4625 West 4100 South on 1.985 acres.

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

Councilmember Lang moved to approve Ordinance 20-20.

Councilmember Buhler seconded the motion.

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A roll call vote was taken:

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

Unanimous.

ACTION: ORDINANCE NO. 20-21, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4625 WEST 4100 SOUTH ON 1.985 ACRES FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO R-1-10 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 10,000 SQUARE FEET)
The City Council previously held a public hearing regarding proposed Ordinance 20-21 that would amend the zoning map to show a change of zone for property located at 4625 West 4100 South on 1.985 Acres from A (Agriculture, Minimum Lot Size 1/2 Acre) to R-1-10 (Single Unit Dwelling Residential, Minimum Lot Size 10,000 Square Feet).

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 20-21.

Councilmember Lang seconded the motion.

A roll call vote was taken:

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

Unanimous.

ACTION: RESOLUTION NO. 20-53, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CONDIE PROPERTIES, LC FOR APPROXIMATELY 2.38 ACRES OF PROPERTY LOCATED AT

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APPROXIMATELY 4619 WEST 4100 SOUTH
Mayor Bigelow presented proposed Resolution 20-53 that would authorize the City to enter into a Development Agreement with Condie Properties, LC for approximately 2.38 acres of property located at approximately 4619 West 4100 South.

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

> Scott Helm has submitted a General Plan/zone change application (GPZ-2-2020) on 1.985 acres to change the zoning from A (Agriculture, minimum lot size ½ acre) to R-1-10 (single unit dwelling residential, minimum lot size 10,000 sq. ft.). The Planning Commission recommended approval of the General Plan/zone change subject to a development agreement.
>
> The City's Zoning Ordinance requires that "All new Subdivisions involving a rezone of property, or a PUD, shall participate in a Development Agreement that addresses housing size, quality, exterior finish materials, Streetscapes, Landscaping, etc." The development agreement simply states that the applicant will follow the City's design standards.

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

Councilmember Lang moved to approve Resolution 20-53.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 20-54: AUTHORIZE THE CITY TO ENTER INTO PROPERTY SCHEDULE NO. 21 OF THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH US BANCORP GOVERNMENT LEASING AND FINANCING, INC., WITH RESPECT TO A LEASE FOR THE PURCHASE OF INFORMATION TECHNOLOGY EQUIPMENT

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Mayor Bigelow discussed proposed Resolution 20-54 that would authorize the City to enter into Property Schedule No. 21 of the Master Tax-Exempt Lease/Purchase Agreement with US Bancorp Government Leasing and Financing, Inc., with respect to a lease for the purchase of information technology equipment.

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

> Purchase of additional Datrium Storage and Fortigate Firewall for City Hall. The Lease is intended to last 3 years with semiannual payments with an interest rate of 2.00%. The City will own the equipment at the end of the lease term.
>
> US Bancorp Government Leasing and Finance, Inc. has provided a highly competitive leasing proposal for the purchase of this equipment.

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 20-54.
>
> Councilmember Lang seconded the motion.
>
> A roll call vote was taken:

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

> Unanimous.

RESOLUTION 20-55: APPROVE THE PURCHASE OF A FIREWALL, STORAGE CAPACITY, AND RELATED EQUIPMENT

Mayor Bigelow discussed proposed Resolution 20-55 that would approve the purchase of a firewall, storage capacity, and related equipment.

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

> The existing Fortinet Firewall is over five years old, uses older technology, and

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cannot update to current firmware releases. The City's main storage array, used by all of our servers, is running low on space. This Datrium Storage System stores 28TB of data. Expansion is required to keep the City's over 150 servers running.

Formal bidding will not be required since we are expanding or upgrading existing manufacturers' equipment. Updating to the latest Fortinet Firewall 601E protects against cyber threats with high-powered security processors for optimized network performance, security efficacy, and deep visibility. After expansion, our Datrium Storage System will allow us to store 72 TB of data.

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

Councilmember Fitisemanu moved to approve Resolution 20-55.

Councilmember Lang seconded the motion.

A roll call vote was taken:

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

Unanimous.

CONSENT AGENDA

A. **RESOLUTION 20-56: AUTHORIZE THE CITY TO ACCEPT A PUBLIC SIDEWALK, LIGHTING, AND UTILITY EASEMENT FROM O ROYAL SOLUTIONS, LLC FOR PROPERTY LOCATED AT APPROXIMATELY 1331 WEST 3300 SOUTH**

Mayor Bigelow discussed proposed Resolution 20-56 that would authorize the City to accept a public sidewalk, lighting, and utility easement from O Royal Solutions, LLC for property located at approximately 1331 West 3300 South.

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

> Accept a Public Sidewalk, Lighting and Utility Easement from O Royal Solutions, LLC, a Utah limited liability company across property located at 1331 West 3300 South. This easement is required as part of the new

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Highland Golf building to be located at the above referenced address. As part of the proposed development, the developer is required to construct public improvements in accordance with the 3500 South Overlay Zone which requires a wider parkstrip and sidewalk, along with sidewalk lighting. A Public Sidewalk, Lighting and Utility Easement was required to allow for construction and maintenance of the required public improvements.

B. **RESOLUTION 20-57: ACCEPT THE RELEASE OF CERTAIN DEED RESTRICTIONS ALONG THE RITER CANAL AT APPROXIMATELY 2550 SOUTH 7100 WEST**

Mayor Bigelow discussed proposed Resolution 20-57 that would accept the release of certain deed restrictions along the Riter Canal at approximately 2550 South 7100 West.

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

WVC owns a long strip of land between the sidewalk and the Ritter canal just south of Beagley lane (2550 south 7100 West). Kennecott has long had a restrictive deed that prohibited the landscaping of this strip of land and also the transfer of the property to a private entity. This deed was put in place as a means to protect the Ritter canal that provides water to Kennecott.

The Redevelopment Agency was approached by Freeport West who is interested in landscaping the strip of property as the main entrance to ARA industrial park. ARA provided a landscaping plan that would protect the canal but also dramatically improve the visual entrance into ARA. Kennecott agreed to amend the deed restriction based on what Freeport West is planning to do.

C. **RESOLUTION 20-58: AUTHORIZE THE CITY TO APPROVE A DELAY AGREEMENT WITH TOM HUYNH TO DELAY CERTAIN IMPROVEMENTS AT 1664 WEST MALVERN AVENUE**

Mayor Bigelow discussed proposed Resolution 20-58 that would authorize the City to approve a Delay Agreement with Tom Huynh to delay certain improvements at 1664 West Malvern Avenue,

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

Tom Huynh has requested to delay the installation of off-site improvements at 1664 W Malvern Avenue as required by ordinance prior to issuance of a

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building permit. Improvements include the installation of curb, gutter, sidewalk, and asphalt tie-in to the existing roadway.

Presently, there are no existing adjoining roadway improvements along this property. Postponing the construction of the required improvements would allow time for additional development to provide similar adjoining improvements and would eliminate the creation of drainage problems.

Mayor Bigelow noted that Councilmember Huynh is having technical difficulties but had wanted to express that this is his application and had wanted to declare a conflict of interest.

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 the items on the consent agenda.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

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

Unanimous.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, MAY 12, 2020 WAS ADJOURNED AT 6:49 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, May 12, 2020.

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_____
Nichole Camac, CMC
City Recorder

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Item: _____

Fiscal Impact: NA_____

Funding Source:_NA_____

Budget Opening Required __No__

ISSUE:

An interlocal agreement between Salt Lake County and the West Valley City Police Department for Covid-19 Related Enforcement.

SYNOPSIS:

Salt Lake County is agreeing to finance overtime shifts for West Valley City Police Officers to patrol parks and educate the public and enforce county public health orders related to Covid-19. West Valley City Police Officers will sign up for shifts and the County dispatchers will assign them to specific areas that are common to large crowds, such as parks, within our jurisdiction. West Valley City Police Department will maintain supervisory authority over those officers. Salt Lake County will reimburse the City for the cost of those shifts.

BACKGROUND:

Both the Utah Department of Health and the Salt Lake County Health Department have expressed concerns over the impact large gatherings in public places could have for the spread of Covid-19. Salt Lake County Mayor Jenny Wilson has made several public health orders concerning large gatherings, and it is anticipated that some restrictions will remain in place for the foreseeable future.

RECOMMENDATION:

The West Valley City Police Department is recommending that the City Council Approve this Agreement.

SUBMITTED BY:

Colleen Jacobs – Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY

WHEREAS, Title 11, Chapter 12, Utah Code Annotated 1953, as amended, entitled "Interlocal Cooperation Act" provides that any one or more public agencies may contract with one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, West Valley City desires to enter into an interlocal agreement with Salt Lake County to educate and enforce public health orders related to Covid-19; and

WHEREAS, West Valley City and Salt Lake County have joint jurisdiction concerning the enforcement of public health orders issued by Salt Lake County and the State of Utah; and

WHEREAS, Salt Lake County has agreed to provide funds for to West Valley City for extra law enforcement in and around parks and other public areas, to educate the public concerning the public health order and enforce that order if necessary; and

WHEREAS, an agreement has been prepared for execution by and between the West Valley City and Salt Lake County, a copy of which is attached hereto and entitled "Agreement Between Salt Lake County and West Valley City for COVID-19 Related Services", that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2020.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Agreement Between Salt Lake County and West Valley City for COVID-19 Related Services

THIS AGREEMENT (the "Agreement") is between Salt Lake County, a body corporate and politic and a political subdivision of the State of Utah ("County") and West Valley City, a municipal corporation of the State of Utah within the boundaries of Salt Lake County ("City"). The County and the City are sometimes referred to in this Agreement as the "Parties."

RECITALS

A. On January 29, 2020, the Utah Department of Health ("UDOH") activated a Department Operations Center to respond to the evolving COVID-19 global pandemic, recognizing COVID-19 as a threat to the health and safety of the residents of the State of Utah ("Utah").

B. On March 6, 2020, Salt Lake County Mayor Jennifer Wilson recognized the imminent threat COVID-19 poses to Salt Lake County and declared a State of Emergency. On March 13, 2020, the County closed many of its public facilities, including senior centers, fitness facilities, recreation facilities, event centers, and libraries. That same day, Utah Governor Gary R. Herbert dismissed all Utah public schools for two weeks to combat the spread of COVID-19, which dismissal has been extended for the remainder of the 2019-2020 school year.

C. On March 16, 2020, Mayor Wilson issued a Proclamation Declaring a State of Emergency and Invoking Emergency Powers in Salt Lake County Due to a Public Health Emergency, and Salt Lake County issued Public Health Order No. 2020-1, curtailing operations at restaurants, bars and taverns, announcing social distancing protocols for businesses and other establishments, and prohibiting social gatherings larger than fifty

(50) persons. Three days later, on March 19, 2020, the County issued Public Health Order 2020-2, further restricting non-family gatherings to no more than ten (10) persons.

D. On March 27, 2020, Governor Gary Herbert issued a statewide directive encouraging all Utah citizen to stay safe by staying home, and seeking to make clear what all individuals and businesses should do to slow the spread of COVID-19 in the State and local communities.

E. On March 29, 2020, Mayor Wilson issued a countywide public order for all individuals to stay within their homes except to engage in essential actives and to provide essential business, infrastructure, and/or governmental services, encouraging all Salt Lake County citizens to stay safe by staying home, and seeking to make clear what all individuals and businesses should do to slow the spread of COVID-19 in the State and local communities (the "Public Order" as modified by Mayor Wilson). The Public Order further required social distancing for people who use outdoor common spaces to maintain a distance of at least six feet from any persons not included in the same household and prohibits all public and private gatherings of any number of people that are not part of a single household.

F. On April 10, 2020, Mayor Wilson extended the Public Order until May 1, 2020.

G. On April 17, 2020, Mayor Wilson updated the Public Order in part to remove the stay-at-home requirements and relax some of the restrictions on local businesses.

H. On April 30, 2020, Mayor Wilson updated the Public Order to move the County into the phased guidelines for response to the COVID-19 public health emergency.

I. The County and City wish to increase public education on, and enforcement of, the Public Order, and create high visibility patrols for this purpose, in public parks and other locations within City's jurisdiction where large crowds could potentially gather.

J. Subject to available federal funding, and the continuation of the Public Order, the Parties intend that City will provide personnel, services, for public education and enforcement services within City's jurisdiction as well as other jurisdictions in the county as needed.

K. Mayor Wilson has determined that deterring large gatherings and educating citizens who continue to gather in large groups about the danger to themselves and the public is necessary to help prevent the spread of COVID –19, and that the services provided by the City under this Agreement will further this goal.

Therefore, the Parties agree as follows:

AGREEMENT

1. Scope and Description of Services to be Provided. The City agrees to provide the enforcement and education services as follows:

    a. City will provide off duty officers and supervisors who sign up to work Park Patrol Shifts to educate the public on, and enforce, the Public Order as provided below.

        i. From 0900 hours to 2100 hours daily, City will provide Officers to work Park Patrol shifts according to the schedule that is built and managed by the SLCo ECC ESF 13 Desk. The schedule will be built according to each officer's availability status that was obtained in advance.

        ii. Shifts will be 12 hours each.

        iii. The County ESF 13 Desk will assign officers to patrol grids from locations within City's jurisdiction where large crowds could potentially gather, such as parks and other common public places.

iv. Park patrol officers will work on a designated event channel that will be monitored by the Salt Lake Valley Emergency Communications Center and the Salt Lake County Emergency Coordination Center ESF 13 desk.

v. Patrol officers will be dispatched to issues relating to the Public Order only. All other emergency calls will be dispatched through normal processes.

b. Officers shall use equipment, vehicles, and supplies purchased and owned by the City.

c. Officers shall comply with all City policies and procedures that govern the administration of law enforcement services.

d. Documentation

i. All officers will sign an ICS 211(timesheet) form at the beginning and end of each shift and will complete an ICS-214 (activity log) daily detailing all activities during the officer's shift. There should be some type of hourly activity described on the form. Each day, the ESF 13 Desk will collect completed ICS 211 and ICS 214 forms. County will not issue payment without this daily log properly filled out by the Officer. Officers have no right to direct payment from the County.

e. City's obligation to provide the Services under this Agreement are in addition to City's general responsibility to enforce the Public Order throughout its jurisdiction. Compensation under this agreement will only be for the services described in subsection 1.

f. If officers encounter an incident that threatens the health or safety of anyone, they may intercede as needed.

2. Fees for Services.

   a. Within 30 days of the end of each calendar month, County will pay City in arrears each calendar month for services rendered, based on properly completed ISC 214 and 211 Forms. Payment amounts will be as follows:

      i. County will pay the City $800.00 per day per officer, compensating the City for the officer's pay and the expense of operating the City's patrol vehicle.

   b. The Parties recognize, understand and agree that the Services to be provided by the City to the County pursuant to this Agreement are not to be a "profit center" for the City but, rather, are intended to cover the City's reasonable actual costs incurred in providing the Services.

3. Effective Date and Term.

   a. This Agreement shall be effective upon the signature of the last Party to sign, as evidenced by the date below the signature of the Party's authorized representative.

   b. This Agreement shall terminate upon the first to occur: (1) the termination of the Public Order, or (2) December 31, 2020.

4. Termination. The Parties agree this Agreement may be terminated (with or without cause) by either party upon at 24 hour prior written notice to the other Party.

5. Written Notices. For purposes of communicating and maintaining ongoing contract management, written notices will be delivered, mailed or sent by email to each

designated Party identified below to the address or email on file with the County. Each Party shall be responsible to maintain updated addresses and emails.

City: _____
_____
_____
_____
Email:

COUNTY: _____
2001 South State Street, _____
Salt Lake City, UT 84190
Email:

With a copy to: _____
_____

A written notice shall be effective immediately upon personal or e-mail delivery as noted above or on the third business day after deposit in the United States mail, first class postage pre-paid, addressed as stated above. From time-to-time, either Party may change its notice address by so notifying the other Party as provided above.

6. Independent Contractors.

   a. The relationship of the City, and of any City employee, with the County under this Agreement shall be that of an independent contractor. The City has the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local laws, including, but not limited to, those obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, worker's compensation, and disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions, and other sums required of an independent contractor. Nothing contained in this Agreement

shall be construed to create the relationship between the City and the County, or the City's employees, of employer and employee, partners, or parties to a joint venture. Should the County have any criticism, concern, or recommendation regarding any City employee, specifically or generally, the County may raise it directly with the head of the City department or division under which the employee operates. The City shall diligently and appropriately address an issue raised by the County and promptly report back to the County, as appropriate.

b. In performing the Services, the City shall furnish and supply all necessary labor, supervision, insurance coverage, equipment, buildings, supplies, assets, communication facilities, uniforms, badges, and other facilities and items and support services necessary and incident to the provision of the subject Service in compliance with the requirements of the law, including the Americans with Disabilities Act, and all rules and regulations adopted or promulgated in furtherance thereof, as understood by the City. As provided herein, the Services shall be provided and supervised by City employees. City employees shall remain City employees for all legal purposes, including salary, rights, and benefits.

7. Liability. The City and the County are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101, *et seq*. the ("Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, as provided therein, it is mutually agreed that each Party is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. No Party waives any defense otherwise available under the Governmental Immunity Act nor does

any Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other Party of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and/or hold harmless a Party within thirty (30) days of receiving the notice of claim. Each Party also agrees to notify the other Party of any summons and/or complaint served upon the said Party, if a Party may have an obligation to defend, indemnify, and/or hold harmless the other Party, at least ten (10) days before an answer or other response to the summons and/or complaint may be due.

8. Indemnification. The City shall defend, indemnify, save and hold harmless the County, including, without limitation, its elected and appointed officers and officials, and its employees and consultants, from and against any and all demands, liabilities, claims, damages, actions, and/or proceedings in law or equity, including reasonable attorney fees and costs of suit, relating to or arising from the City's providing Services to the County. Similarly, the County shall defend, indemnify, save and hold harmless the City including, without limitation, its elected and appointed officers and officials, and employees, from and against demands, liabilities, claims, damages, actions, and/or proceedings in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from actions of the County's agents, officers or employees, except such demands, liabilities, claims, damages, actions or proceedings as may result from the negligence or misconduct of the County, its elected or appointed officers or employees.

9. Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law: Upon 24 hours written notice delivered to City, this Agreement may be terminated in whole or in part at the sole discretion of the County, if the County reasonably determines

that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the County's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President, the governor of the State of Utah, or the Salt Lake County Mayor. If written notice is delivered under this section, City will provide an accounting of services provided under this Agreement up to the date of termination, and the County will pay City for those services. The County will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

10. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
11. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
12. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this

Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

13. Recitals and Exhibits. The recitals are an integral part of this Agreement and are included as part of this Agreement. All exhibits and attachments annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or any such writing, shall be deemed to refer to and include this Agreement and all such exhibits, attachments and writings.
14. Amendment. The Parties may amend this Agreement by a writing signed by the Parties. The amendment shall not be effective if it is not in writing or if it is not signed by all the Parties.
15. No Agency. Agents, employees or representatives of each party shall not be deemed to be agents, employees or representatives of the other.
16. Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other right or remedy.
17. Filing. Promptly upon its mutual execution and delivery, copies of this Agreement shall be filed with the keeper of records of each of the Parties.
18. Claims and Disputes.
    a. CLAIMS AND DISPUTES. In the event of a claim or dispute between the Parties regarding the Services, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of the City will meet as

soon as practical with a representative of the County to discuss and attempt to resolve such dispute.

b. RIGHTS AND REMEDIES. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the rights or remedies provided in this Agreement shall not preclude the exercise of any other right or remedy.

19. Titles and Captions. All section or subsection titles or captions in this Agreement are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof

20. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals, and vice versa.

21. Time. Time is of the essence.

22. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

23. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

24. Litigation Expenses. If any action, suit or proceeding is brought by either Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

25. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature delivered electronically shall be deemed an original.

Each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2020

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

David A. Johnson
Approved as to
form
2020.05.04
13:44:40 -06'00'

By_____
Deputy District Attorney

[Signatures continue on next page.]

SIGNATURE PAGE FOR WEST VALLEY CITY

WEST VALLEY CITY

By _____

Name: _____

Title: _____

Dated: _____, 2020

Approved as to Form and Legality:
ATTORNEY FOR WEST VALLEY CITY

By_____

Name: _____

Dated: _____, 2020

EXHIBIT A

Salt Lake County FEMA Required Provisions ("Required Provisions")

Recital: Because the Salt Lake County ("Applicant") is a non-federal entity that may seek reimbursement from the Federal Government for the costs associated with the Services provided under the Agreement by the City or by VECC (either party referred to herein as "Contractor"), the following terms and conditions will apply:

1. **Termination (according to 2 CFR § 200)**
   1.1. Termination for Convenience: The Applicant may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Federal Government's best interest. If this Agreement is terminated, Applicant shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.
   1.2. Termination for Default: Applicant may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of Applicant or the Federal Government, or for the default of the Contractor. If the termination is for default, the notice shall state how the Contractor has failed to perform the requirements of the Contract. The Contractor shall account for any property in its possession paid for from funds received from Applicant, or property supplied to the Contractor by Applicant. If, after termination for failure to fulfill obligations under this Agreement, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience as provided in Section 1.1 above. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under these Required Provisions or the underlying agreement.
2. **Equal Employment Opportunity:** During the performance of the underlying Agreement, the Contractor agrees as follows:
   2.1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   2.2. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
   2.3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
   2.4. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

2.5. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.6. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.7. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.8. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.9. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

2.9.1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.9.2. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

2.9.3. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

2.9.4. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Davis-Bacon Act

3.1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

3.2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3.3. Additionally, contractors are required to pay wages not less than once a week.

4. Copeland Anti-Kickback Act

4.1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

4.2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may, by appropriate instructions, require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

4.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act

5.1. Where applicable, (see 40 USC §§ 3701-3708), Contractor will comply with the Contract Work Hours and Safety Standards Act as follows:

5.1.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.1.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 5.1.1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 5.1.1 of this section.

5.1.3. Withholding for unpaid wages and liquidated damages. The _____ (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 5.1.2 of this section.

5.1.4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 5.1.1 through 5.1.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 5.1.1 through 5.1.4 of this section.

Clean Air Act and the Federal Water Pollution Control Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.

1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection

6. Debarment and Suspension

6.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

6.2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

6.3. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. <u>Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended)</u>

7.1. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.2. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor,
Fill in Contractor Fill in Contractor Fill in Contractor
certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

8. <u>Procurement of Recovered Materials</u>

8.1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

8.2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

8.3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. <u>Access to Records</u>

9.1. The Contractor agrees to provide Salt Lake County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

9.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

9.3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9.4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. Remedies

10.1. Both parties recognize that the services to be rendered under this Agreement by Contractor are unique and extraordinary in character, and that if the Contractor fails to perform to the Applicant's satisfaction any material requirement of the contract, Applicant shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages for any breach of this Agreement, and to seek to enforce the specific performance thereof by Contractor, and/or to seek to enjoin Contractor from performing services for any other person, firm or corporation.

Item #:	
Fiscal Impact:	$400.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75256
Budget Opening Required:	No

ISSUE:

Authorization and acceptance of a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement.

SYNOPSIS:

Mark Alan Hendriksen and Judith Hendriksen have signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 3932 S. Market Street (15-33-331-017).

BACKGROUND:

The Mark Alan Hendriksen and Judith Hendriksen property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2020 Asphalt Overlay Project. As part of this project several City streets will be overlaid full width. Any existing ADA ramps which do not comply with the current standards and regulations must be removed and replaced.

The Warranty Deed and the Grant of Temporary Construction Easement will facilitate construction of the project. Compensation in the amount of $400.00 was negotiated based upon appraisal reports prepared by Integra Realty Resources.

RECOMMENDATION:

Approve and accept Warranty Deed and Grant of Temporary Construction Easement. Authorize the Mayor to execute the Right-of-way Purchase Agreement for and in behalf of West Valley City. Authorize City Recorder to record said Warranty Deed and Grant of Temporary Construction Easement for and in behalf of West Valley City.

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 PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM MARK AND JUDITH HENDRIKSEN FOR PROPERTY LOCATED AT 3932 SOUTH MARKET STREET.

WHEREAS, Mark and Judith Hendriksen (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 3932 South Market Street that is affected by the 2020 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed and Temporary Construction Easement (the "Documents"), as required for the Project; and

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

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

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

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

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 2020, Mark Alan and Judith Hendriksen (collectively, the GRANTOR), hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. GRANTOR shall also deliver a Temporary Construction Easement (the "Easement") in the form and for the property described in Exhibit B.

3. The City shall pay Four Hundred Dollars ($400.00) for the Property and Easement. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property or the Easement. Closing shall occur within sixty days of the execution of this Agreement.

4. The GRANTOR represents that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or Easement or into any water systems on or below the surface of the Property or Easement, and the Property and Easement comply with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTOR agrees to indemnify and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Property or Easement. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. GRANTOR is responsible for compliance with the obligations of this Section 4 and for any damages resulting from the breach thereof. The provisions of this Section 4 shall survive the termination of this Agreement and the closing of this transaction.

5. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property and Easement. The performance of this Agreement constitutes the entire consideration for the grant of the Property and Easement and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

6. Closing costs shall be paid by the City.

7. GRANTOR agrees to pay any and all taxes assessed against the Property up to the closing; however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the GRANTOR to pay all taxes. GRANTOR also agrees to pay any rollback taxes or fees-in-lieu under the Farmland Assessment Act, whether said rollback taxes are imposed before or after closing. GRANTOR is responsible for compliance with the obligations of this Section 7 and for any damages resulting from the breach thereof. The provisions of this Section 7 shall survive the termination of this Agreement and the closing of this transaction.

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

(signatures follow)

GRANTOR
MARK ALAN HENDRIKSEN

JUDITH HENDRIKSEN

State of UTAH)
:ss
County of SALT LAKE)

On this 5TH day of MAY, 2020, personally appeared before me Mark Alan Hendriksen and Judith Hendriksen, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they executed the foregoing instrument.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

EXHIBIT A
WARRANTY DEED

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-331-017**

WARRANTY DEED

Mark Alan Hendriksen and Judith Hendriksen, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3932 S. Market Street**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A tract of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said tract of land are more particularly described as follows:
>
> Beginning at the southeast corner of Lot 29, Rolling Meadows No. 1, Amended, according to the official plat thereof as recorded in Book V at Page 61 in the office of the Salt Lake County Recorder, and running thence North 60°30'00" West 11.00 feet; thence 17.28 feet along a curve to the left having a radius of 11.00 feet, chord bears North 74°30'00" East 15.56 feet; thence South 29°30'00" West 11.00 feet to the POINT OF BEGINNING. Containing 26 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this _____ day of _____, 2020.

GRANTOR

_____
Mark Alan Hendriksen

GRANTOR

_____
Judith Hendriksen

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Mark Alan Hendriksen** and **Judith Hendriksen,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

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

Space above for County Recorder's use

PARCEL ID NO: **#15-33-331-017**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Mark Alan Hendriksen and Judith Hendriksen**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3932 South Market Street**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement upon a part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
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Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this ____ day of _____, 2020.

GRANTOR

_____
Mark Alan Hendriksen

GRANTOR

_____
Judith Hendriksen

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Mark Alan Hendriksen** and **Judith Hendriksen,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

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Notary Public

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Portion of PARCEL I.D. #**15-33-331-017**

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Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this 5TH day of MAY, 2020.

GRANTOR

Mark Alan Hendriksen

GRANTOR

Judith Hendriksen

State of UTAH)
:ss
County of SALT LAKE)

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NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
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PARCEL ID NO: #**15-33-331-017**

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WITNESSED the hands of said GRANTORS this 5TH day of MAY, 2020.

GRANTOR

Mark Alan Hendriksen

GRANTOR

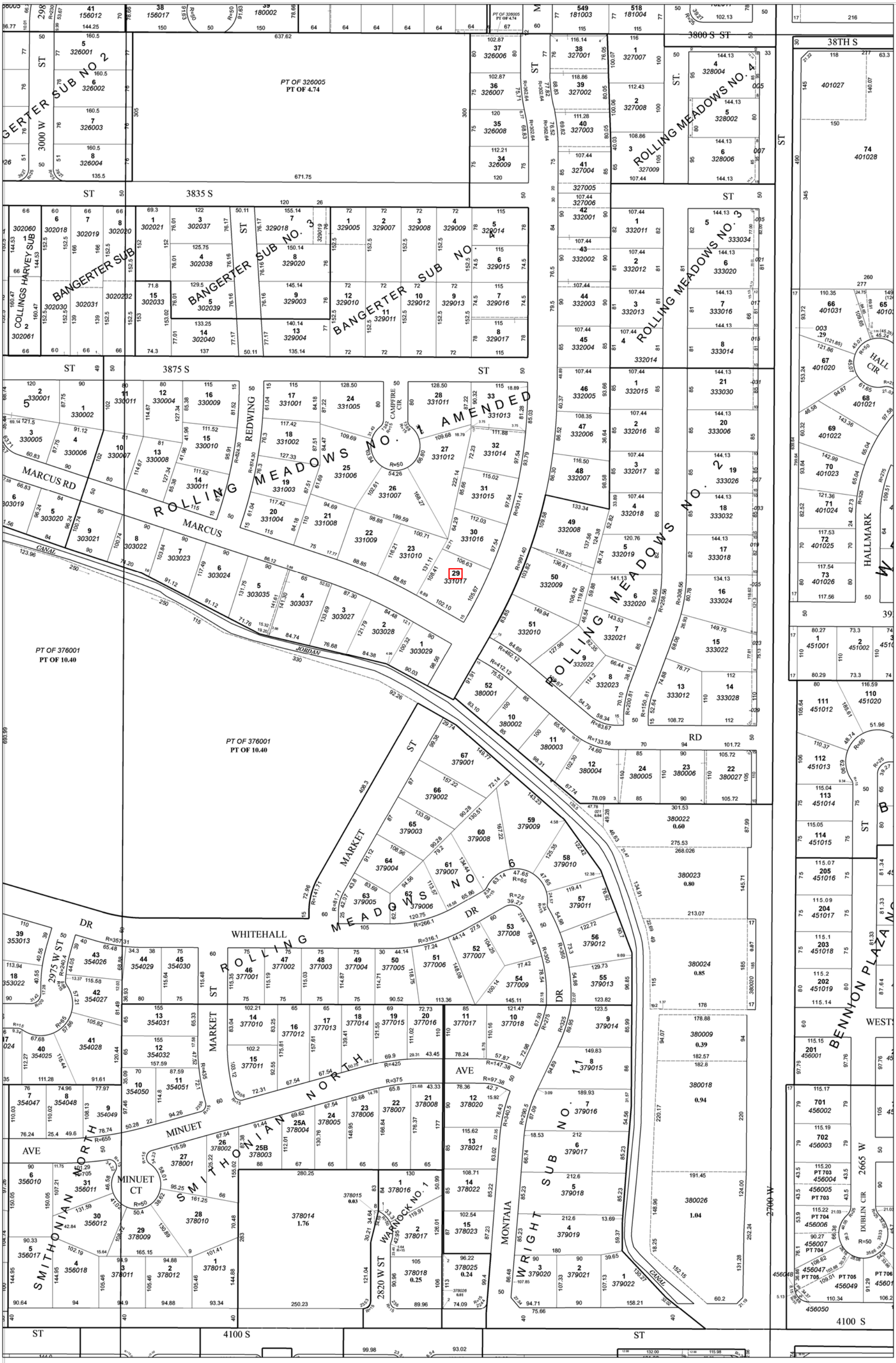
Judith Hendriksen

State of UTAH)
:ss
County of SALT LAKE)

On this 5TH day of MAY, 2020, personally appeared before me **Mark Alan Hendriksen** and **Judith Hendriksen,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public



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

E 1/2 SW 1/4 Sec 33 T1S R1W

SALT LAKE COUNTY, UTAH

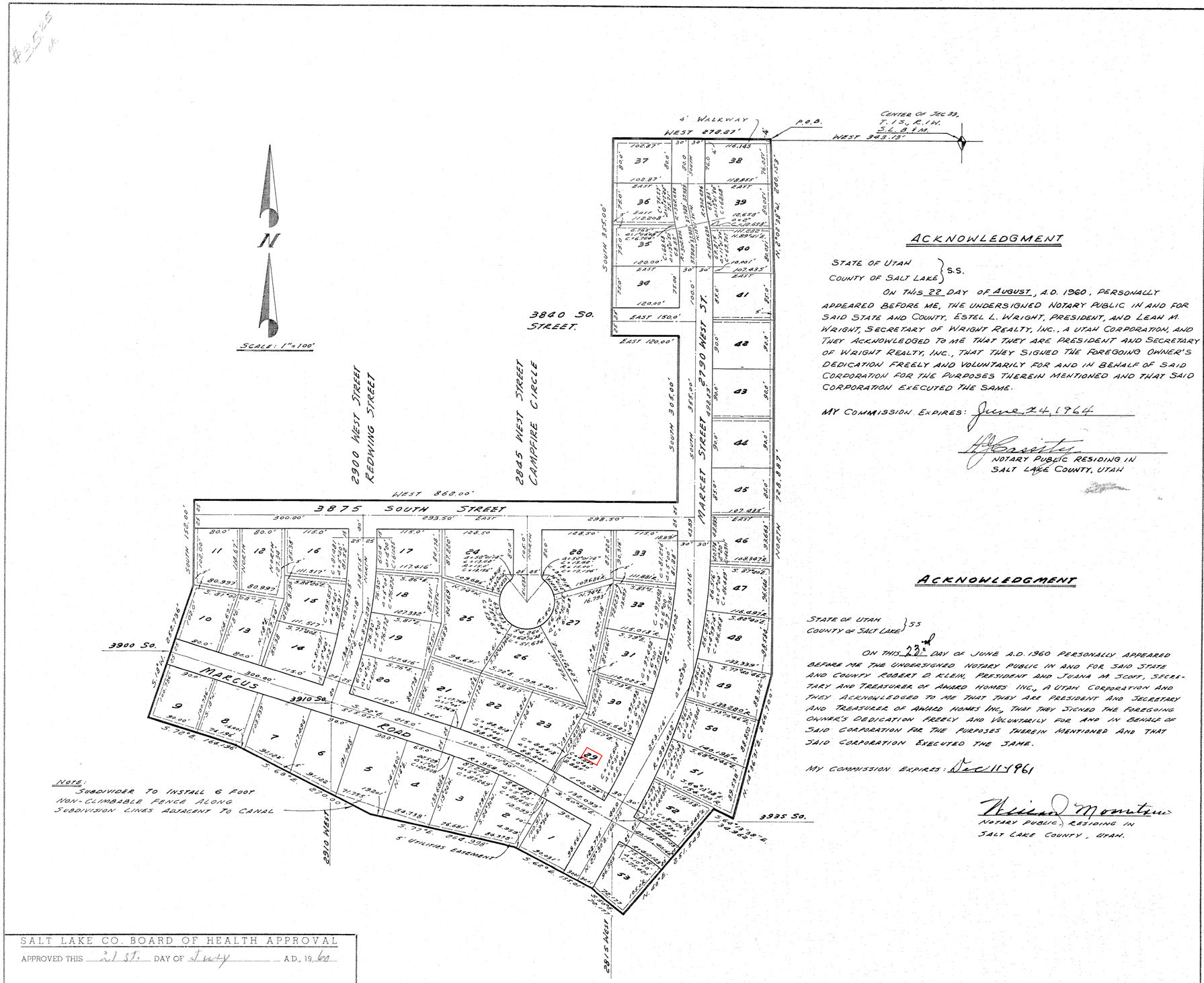
5/10/2019

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

15-33-32

Area | Section | Page

#05-18



ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } S.S.

ON THIS 22 DAY OF AUGUST, A.D. 1960, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ESTEL L. WRIGHT, PRESIDENT, AND LEAH M. WRIGHT, SECRETARY OF WRIGHT REALTY, INC., A UTAH CORPORATION, AND THEY ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY OF WRIGHT REALTY, INC., THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: June 24, 1964

NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY, UTAH

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

ON THIS 23rd DAY OF JUNE A.D. 1960 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY ROBERT D KLEIN, PRESIDENT AND JUANA M SCOTT, SECRETARY AND TREASURER OF AWARD HOMES INC., A UTAH CORPORATION AND THEY ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY AND TREASURER OF AWARD HOMES INC, THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: Dec 11 1961

NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY, UTAH.

SURVEYOR'S CERTIFICATE

I, CHARLES V. KING, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 1929, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as ROLLING MEADOWS No. 1, AMENDED and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT WHICH IS WEST
		343.13' FROM THE CENTER OF SECTION 33, T.1S.,
		R.1W., S.L. B.& M. RUNNING; THENCE
WEST	278.87'	THENCE
South	335.00'	THENCE
EAST	120.00'	THENCE
South	305.00'	THENCE
WEST	862.00'	THENCE
South	152.00'	THENCE
S. 18° W.	252.736'	THENCE
S. 72° E.	169.196'	THENCE
S. 63° E.	270.00'	THENCE
S. 77° E.	264.938'	THENCE
S. 68° E.	153.01'	THENCE
S. 30° E.	72.177'	THENCE
N. 90° E.	251.349'	THENCE
S. 66° 39' 38" E.	34.962'	THENCE
N. 14° 36' 31" E.	266.700'	THENCE
NORTH	728.887'	THENCE
N. 2° 02' 38" W.	240.153'	TO THE POINT OF BEGINNING

REGISTERED LAND SURVEYOR No. 1929 Charles V. King STATE OF UTAH

JUNE, 1960
DATE

OWNER'S DEDICATION

Know all men by these presents that WE, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

ROLLING MEADOWS #1, AMENDED

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof WE have hereunto set OUR HANDS this 23 RD day of AUGUST A.D., 1960

AWARD HOMES INC.

Robert D Klein
ROBERT D KLEIN
PRESIDENT

Juana M. Scott
JUANA M. SCOTT
SECRETARY TREASURER

Orlyn Odell Bennion

Mary Thelma Bennion

WRIGHT REALTY, INC.

Estel L. Wright
ESTEL L. WRIGHT, PRESIDENT

Leah M. Wright
LEAH M. WRIGHT, SECRETARY

ACKNOWLEDGMENT

STATE OF UTAH }
County of Salt Lake } S.S.

On the 23rd day of August A.D., 1960, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 2 in number, who duly acknowledged to me that They signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: Dec 11 1961

Notary Public
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ROLLING MEADOWS No.1, AMENDED

A SUBDIVISION IN SECTION 33, T.1S., R.1W.

SALT LAKE BASE & MERIDIAN

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 21 St. DAY OF July A.D., 19 60

Charles F. Turner
DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 12Th DAY OF July A.D., 19 60 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

John D Kirk
CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE; AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

April 6, 1960
DATE

Ernest M. Palmer
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 19Th DAY OF September A.D., 19 60

Deputy SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY, COMMISSIONERS THIS 19Th DAY OF Sept A.D., 19 60, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: Lamin K. Washington
SALT LAKE COUNTY CLERK

Lamin K. Washington
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1737472

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

AMERICAN HOUSING CORPORATION

DATE 9-20-60 TIME 12:22 P.M. BOOK V PAGE 61

35.25
FEE $

NELLIE H. JACK, Recorder Salt Lake County, Utah

George Todhunter
Deputy
SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS, MARCH 25, 1955.

"SALT LAKE BLUE" IMPERIAL

V-61

JOB NO. 397

Item #:	
Fiscal Impact:	$600.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75256
Budget Opening Required:	No

ISSUE:

Authorization and acceptance of a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement.

SYNOPSIS:

Jimmy A. Winters and Jeanette Winters have signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 3946 S. Market Street (15-33-303-029).

BACKGROUND:

The Jimmy A. Winters and Jeanette Winters property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2020 Asphalt Overlay Project. As part of this project several City streets will be overlaid full width. Any existing ADA ramps which do not comply with the current standards and regulations must be removed and replaced.

The Warranty Deed and the Grant of Temporary Construction Easement will facilitate construction of the project. Compensation in the amount of $600.00 was negotiated based upon an appraisal reports prepared by Integra Realty Resources.

RECOMMENDATION:

Approve and accept Warranty Deed and Grant of Temporary Construction Easement. Authorize the Mayor to execute the Right-of-way Purchase Agreement for and in behalf of West Valley City. Authorize City Recorder to record said Warranty Deed and Grant of Temporary Construction Easement for and in behalf of West Valley City.

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 PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM JIMMY AND JEANETTE WINTERS FOR PROPERTY LOCATED AT 3946 SOUTH MARKET STREET.

WHEREAS, Jimmy and Jeanette Winters (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 3946 South Market Street that is affected by the 2020 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed and Temporary Construction Easement (the "Documents"), as required for the Project; and

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

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

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

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

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 2020, Jimmy A. Winters and Jeanette Winters (collectively, the GRANTOR), hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. GRANTOR shall also deliver a Temporary Construction Easement (the "Easement") in the form and for the property described in Exhibit B.

3. The City shall pay Six Hundred Dollars ($600.00) for the Property and Easement. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property or the Easement. Closing shall occur within sixty days of the execution of this Agreement.

4. The GRANTOR represents that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or Easement or into any water systems on or below the surface of the Property or Easement, and the Property and Easement comply with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTOR agrees to indemnify and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Property or Easement. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. GRANTOR is responsible for compliance with the obligations of this Section 4 and for any damages resulting from the breach thereof. The provisions of this Section 4 shall survive the termination of this Agreement and the closing of this transaction.

5. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property and Easement. The performance of this Agreement constitutes the entire consideration for the grant of the Property and Easement and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

6. Closing costs shall be paid by the City.

7. GRANTOR agrees to pay any and all taxes assessed against the Property up to the closing; however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the GRANTOR to pay all taxes. GRANTOR also agrees to pay any rollback taxes or fees-in-lieu under the Farmland Assessment Act, whether said rollback taxes are imposed before or after closing. GRANTOR is responsible for compliance with the obligations of this Section 7 and for any damages resulting from the breach thereof. The provisions of this Section 7 shall survive the termination of this Agreement and the closing of this transaction.

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

(signatures follow)

GRANTOR
JIMMY A. WINTERS

Jimmy A. Winters

JEANETTE WINTERS

Jeanette Winters

State of UTAH)
:ss
County of SALT LAKE)

On this 4TH day of MAY, 2020, personally appeared before me Jimmy A. and Jeanette Winters, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they executed the foregoing instrument.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

EXHIBIT A
WARRANTY DEED

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-303-029**

WARRANTY DEED

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Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this _____ day of _____, 2020.

GRANTOR

Jimmy A. Winters

GRANTOR

Jeanette Winters

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Jimmy A. Winters** and **Jeanette Winters,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

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

Space above for County Recorder's use

PARCEL ID NO: #**15-33-303-029**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

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> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is South 29°30'00" West 11.00 feet from the northeast corner of Lot 1, Rolling Meadows No. 1, Amended, according to the official plat thereof as recorded in Book V at Page 61 in the office of the Salt Lake County Recorder, and running thence South 29°30'00" West 1.00 foot; thence North 15°30'00" West 16.97 feet; thence South 60°30'00" East 1.00 foot; thence 17.28 feet along a curve to the right having a radius of 11.00 feet, chord bears South 15°30'00" East 15.56 feet to the POINT OF BEGINNING. Encompassing 46 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this ____ day of _____, 2020.

GRANTOR

_____
Jimmy A. Winters

GRANTOR

_____
Jeanette Winters

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Jimmy A. Winters** and **Jeanette Winters,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

_____
Notary Public

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-303-029**

WARRANTY DEED

Jimmy A. Winters and Jeanette Winters, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3946 S. Market Street**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the northeast corner of Lot 1, Rolling Meadows No. 1, Amended, according to the official plat thereof as recorded in Book V at Page 61 in the office of the Salt Lake County Recorder, and running thence South 29°30'00" West 11.00 feet along the easterly line of said lot; thence 17.28 feet along a curve to the left having a radius of 11.00 feet, chord bears North 15°30'00" West 15.56 feet to the northerly line of said lot; thence South 60°30'00" East 11.00 feet along said northerly line to the POINT OF BEGINNING. Containing 26 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this _____ day of _____, 2020.

GRANTOR

Jimmy A. Winters

Jimmy A. Winters

GRANTOR

Jeanette Winters

Jeanette Winters

State of UTAH)
:ss
County of SALT LAKE)

On this _____ day of _____, 2020, personally appeared before me **Jimmy A. Winters** and **Jeanette Winters,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: #**15-33-303-029**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Jimmy A. Winters and Jeanette Winters**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3946 S. Market Street**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is South 29°30'00" West 11.00 feet from the northeast corner of Lot 1, Rolling Meadows No. 1, Amended, according to the official plat thereof as recorded in Book V at Page 61 in the office of the Salt Lake County Recorder, and running thence South 29°30'00" West 1.00 foot; thence North 15°30'00" West 16.97 feet; thence South 60°30'00" East 1.00 foot; thence 17.28 feet along a curve to the right having a radius of 11.00 feet, chord bears South 15°30'00" East 15.56 feet to the POINT OF BEGINNING. Encompassing 46 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this 4TH day of MAY, 2020.

GRANTOR

Jimmy A. Winters

GRANTOR

Jeanette Winters

State of UTAH)
:ss
County of SALT LAKE)

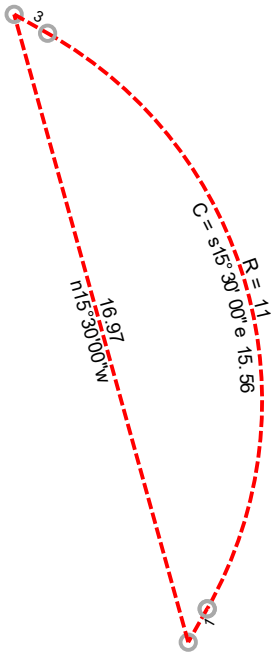
On this 4TH day of MAY, 2020, personally appeared before me **Jimmy A. Winters** and **Jeanette Winters,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

Marcus Road





Lot 1

Market Street

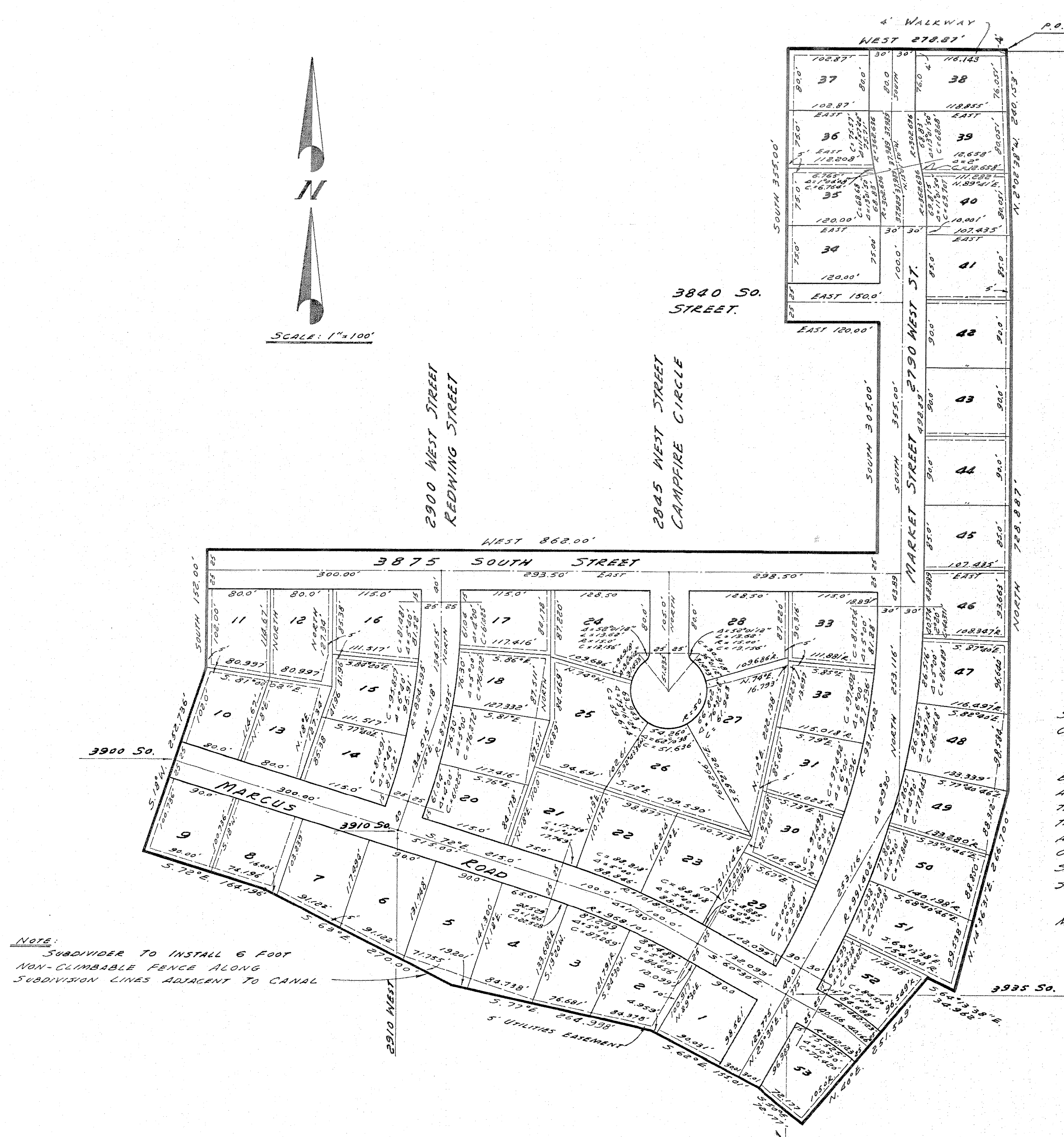
Winters (15-33-303-029) Grant of Temp. Const. Easement	2/25/2020
Scale: 1 inch= 5 feet	File:

Tract 1: 0.0011 Acres (46 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/8602), Perimeter=36 ft.

01 s29.3000w 1
02 n15.3000w 16.97
03 s60.3000e 1
04 Rt, r=11.00, chord=s15.3000e 15.56

SALT LAKE COUNTY SURVEYOR STANDARD SUBDIVISION FORM

#3525 ok



CENTER OF SEC 33, T.1S., R.1W. S.L.B.&M.
WEST 343.13'

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS 22 DAY OF AUGUST, A.D. 1960, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ESTEL L. WRIGHT, PRESIDENT, AND LEAH M. WRIGHT, SECRETARY OF WRIGHT REALTY, INC., A UTAH CORPORATION, AND THEY ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY OF WRIGHT REALTY, INC., THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: June 24, 1964

H.J. Cassity
NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY, UTAH

ACKNOWLEDGMENT

STATE OF UTAH } SS
COUNTY OF SALT LAKE }

ON THIS 23rd DAY OF JUNE A.D. 1960 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY ROBERT D. KLEIN, PRESIDENT AND JUANA M. SCOTT, SECRETARY AND TREASURER OF AWARD HOMES INC., A UTAH CORPORATION AND THEY ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY AND TREASURER OF AWARD HOMES INC., THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: Dec 11 1961

Nelson Mounteer
NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY, UTAH.

SURVEYOR'S CERTIFICATE

I, CHARLES V. KING, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 1929, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as ROLLING MEADOWS NO. 1, AMENDED and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT WHICH IS WEST 343.13' FROM THE CENTER OF SECTION 33, T.1S., R.1W., S.L.B.&M. RUNNING; THENCE
WEST	278.87'	THENCE
SOUTH	355.00'	THENCE
EAST	120.00'	THENCE
SOUTH	305.00'	THENCE
WEST	862.00'	THENCE
SOUTH	152.00'	THENCE
S.18°W.	252.736'	THENCE
S.72°E.	164.196'	THENCE
S.63°E.	270.00'	THENCE
S.77°E.	264.998'	THENCE
S.62°E.	155.01'	THENCE
S.50°E.	72.177'	THENCE
N.40°E.	251.549'	THENCE
S.64°13'38"E.	34.962'	THENCE
N.14°36'31"E.	266.700'	THENCE
NORTH	728.887'	THENCE
N.2°02'38"W.	240.153'	TO THE POINT OF BEGINNING

JUNE, 1960
DATE

(Seal: REGISTERED LAND SURVEYOR No. 1929 Charles V. King STATE of UTAH)
Charles V. King

OWNER'S DEDICATION

Know all men by these presents that we, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

ROLLING MEADOWS #1, AMENDED

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof we have hereunto set our hands this 23rd day of AUGUST A.D., 1960

AWARD HOMES INC.

Robert D. Klein — ROBERT D. KLEIN, PRESIDENT
Juana M. Scott — JUANA M. SCOTT, SECRETARY TREASURER

Orlyn Udell Bennion
Mary Thelma Bennion

WRIGHT REALTY, INC.

Estel L. Wright — ESTEL L. WRIGHT, PRESIDENT
Leah M. Wright — LEAH M. WRIGHT, SECRETARY

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Salt Lake }

On the 23rd day of August A.D., 1960, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 2 in number, who duly acknowledged to me that They signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: Dec 11 1961 — Nelson Mounteer
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ROLLING MEADOWS No. 1, AMENDED

A SUBDIVISION IN SECTION 33, T.1S., R.1W.

SALT LAKE BASE & MERIDIAN

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 21 st. DAY OF July A.D., 1960

Harlo T. [illegible]
DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 12th DAY OF July A.D., 1960, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

John D. Hill
CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE; AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

Sept. 6, 1960
DATE

[illegible] Deputy
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 19th DAY OF September A.D., 1960

Deputy [illegible]
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY, COMMISSIONERS THIS 19th DAY OF Sept. A.D., 1960, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: [illegible] — SALT LAKE COUNTY CLERK
[illegible] — CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1737472

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF AMERICAN HOUSING CORPORATION

DATE 9-20-60 TIME 12:22 P.M. BOOK V PAGE 61

FEE $ 35.25

NELLIE M. JACK, Recorder Salt Lake County, Utah
George Todtham Deputy
SALT LAKE COUNTY RECORDER

"SALT LAKE BLUE" IMPERIAL

V-61

JOB NO. 997

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS, MARCH 25, 1955.

Item #:	
Fiscal Impact:	$600.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75256
Budget Opening Required:	No

ISSUE:

Authorization and acceptance of a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement.

SYNOPSIS:

Raul Mendez III has signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 2780 W. Marcus Road (15-33-332-023).

BACKGROUND:

The Raul Mendez III property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2020 Asphalt Overlay Project. As part of this project several City streets will be overlaid full width. Any existing ADA ramps which do not comply with the current standards and regulations must be removed and replaced.

The Warranty Deed and the Grant of Temporary Construction Easement will facilitate construction of the project. Compensation in the amount of $600.00 was based upon appraisal reports prepared by Integra Realty Resources.

RECOMMENDATION:

Approve and accept Warranty Deed and Grant of Temporary Construction Easement. Authorize the Mayor to execute the Right-of-way Purchase Agreement for and in behalf of West Valley City. Authorize City Recorder to record said Warranty Deed and Grant of Temporary Construction Easement for and in behalf of West Valley City.

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 PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM RAUL MENDEZ III FOR PROPERTY LOCATED AT 2780 WEST MARCUS ROAD.

WHEREAS, Raul Mendez III (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 2780 West Marcus Road that is affected by the 2020 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed and Temporary Construction Easement (the "Documents"), as required for the Project; and

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

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

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

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

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this 27th day of April, 2020, Raul Mendez III (GRANTOR), hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. GRANTOR shall also deliver a Temporary Construction Easement (the "Easement") in the form and for the property described in Exhibit B.

3. The City shall pay Six Hundred Dollars ($600.00) for the Property and Easement. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property or the Easement. Closing shall occur within sixty days of the execution of this Agreement.

4. The GRANTOR represents that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or Easement or into any water systems on or below the surface of the Property or Easement, and the Property and Easement comply with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTOR agrees to indemnify and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Property or Easement. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. GRANTOR is responsible for compliance with the obligations of this Section 4 and for any damages resulting from the breach thereof. The provisions of this Section 4 shall survive the termination of this Agreement and the closing of this transaction.

5. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property and Easement. The performance of this Agreement constitutes the entire consideration for the grant of the Property and Easement and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

6. Closing costs shall be paid by the City.

7. GRANTOR agrees to pay any and all taxes assessed against the Property up to the closing; however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the GRANTOR to pay all taxes. GRANTOR also agrees to pay any rollback taxes or fees-in-lieu under the Farmland Assessment Act, whether said rollback taxes are imposed before or after closing. GRANTOR is responsible for compliance with the obligations of this Section 7 and for any damages resulting from the breach thereof. The provisions of this Section 7 shall survive the termination of this Agreement and the closing of this transaction.

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

(signatures follow)

GRANTOR
RAUL MENDEZ III

State of Utah)
:ss
County of Salt Lake)

On this 27th day of April, 2020, personally appeared before me Raul Mendez III, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he executed the foregoing instrument.

Notary Public

MELANIE BROWN
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 704452
COMM. EXP. 02/05/2023

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

EXHIBIT A
WARRANTY DEED

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-332-023**

WARRANTY DEED

Raul Mendez III, married man, GRANTOR, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **2780 W. Marcus Road**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the southeast corner of Lot 8, of Rolling Meadows No. 2, according to the official plat thereof as recorded in Book X at Page 57 in the office of the Salt Lake County Recorder, and running thence West 6.07 feet along the southerly line of said lot; thence North 45°00'00" East 8.59 feet to the easterly line of said lot; thence South 6.07 feet to the POINT OF BEGINNING. Containing 19 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 27th day of April, 2020.

GRANTOR

Raul Mendez III

State of Utah)
:ss
County of Salt Lake)

On this 27th day of April, 2020, personally appeared before me **Raul Mendez III,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

MELANIE BROWN
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 704452
COMM. EXP. 02/05/2023

Notary Public

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

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

Space above for County Recorder's use

PARCEL ID NO: #**15-33-332-023**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Raul Mendez III, married man**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR's land located at **2780 W. Marcus Road**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is West 6.07 feet from the southeast corner of Lot 8, of Rolling Meadows No. 2, according to the official plat thereof as recorded in Book X at Page 57 in the office of the Salt Lake County Recorder, and running thence West 4.00 feet along the southerly line of said lot; thence North 45°00'00" East 14.24 feet to the easterly line of said lot; thence South 4.00 feet; thence South 45°00'00" West 8.59 feet to the POINT OF BEGINNING. Encompassing 33 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTOR this 27th day of April, 2020.

GRANTOR

Raul Mendez III

State of Utah)
:ss
County of Salt Lake)

On this 27th day of April, 2020, personally appeared before me **Raul Mendez III,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

MELANIE BROWN
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 704452
COMM. EXP. 02/05/2023

Notary Public

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-332-023**

WARRANTY DEED

Raul Mendez III, married man, GRANTOR, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **2780 W. Marcus Road**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the southeast corner of Lot 8, of Rolling Meadows No. 2, according to the official plat thereof as recorded in Book X at Page 57 in the office of the Salt Lake County Recorder, and running thence West 6.07 feet along the southerly line of said lot; thence North 45°00'00" East 8.59 feet to the easterly line of said lot; thence South 6.07 feet to the POINT OF BEGINNING. Containing 19 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 27th day of April, 2020.

GRANTOR

Raul Mendez III

State of Utah)
:ss
County of Salt Lake)

On this 27th day of April, 2020, personally appeared before me **Raul Mendez III,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

MELANIE BROWN
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 704452
COMM. EXP. 02/05/2023

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: #**15-33-332-023**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Raul Mendez III, married man**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR's land located at **2780 W. Marcus Road**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is West 6.07 feet from the southeast corner of Lot 8, of Rolling Meadows No. 2, according to the official plat thereof as recorded in Book X at Page 57 in the office of the Salt Lake County Recorder, and running thence West 4.00 feet along the southerly line of said lot; thence North 45°00'00" East 14.24 feet to the easterly line of said lot; thence South 4.00 feet; thence South 45°00'00" West 8.59 feet to the POINT OF BEGINNING. Encompassing 33 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTOR this 27th day of April, 2020.

GRANTOR

Raul Mendez III

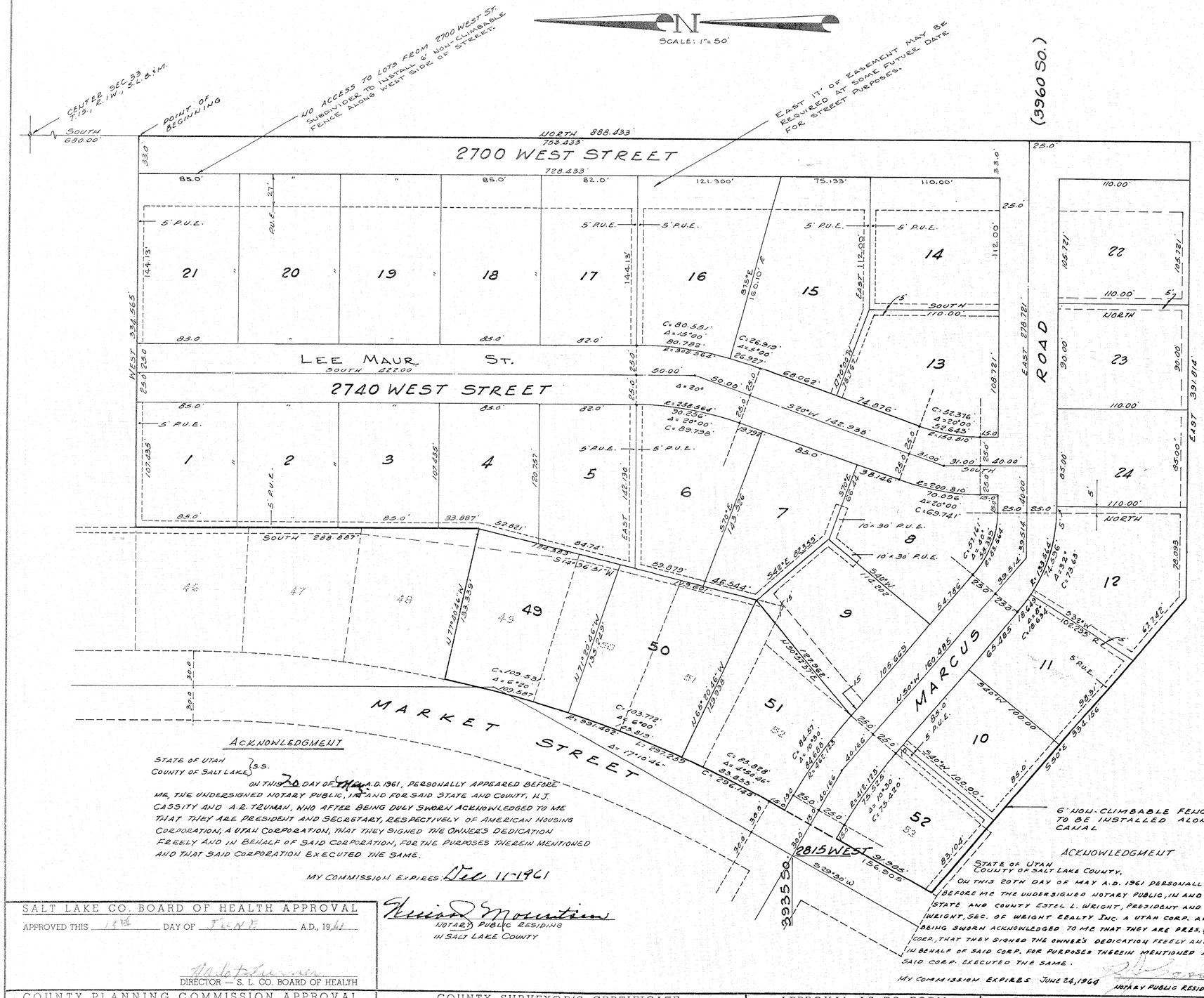
State of Utah)
:ss
County of Salt Lake)

On this 27th day of April, 2020, personally appeared before me **Raul Mendez III,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

MELANIE BROWN
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 704452
COMM. EXP. 02/05/2023

Notary Public

93 50



SURVEYOR'S CERTIFICATE

I, CHARLES V. KING, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 1929, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as ROLLING MEADOWS NO. 2 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING
SOUTH	680.00	FEET FROM THE CENTER OF SECTION 33
		T.1S., R.1W., S.L.B. & M.; THENCE
WEST	334.565	FEET; THENCE
SOUTH	288.887	FEET; THENCE
N77°40'46"W	133.339	FEET; THENCE SOUTHWESTERLY ALONG A
		391.402 FOOT RADIUS CURVE
RIGHT	297.259	FEET; THENCE
S29°30'W	156.905	FEET; THENCE
S50°E	334.156	FEET; THENCE
EAST	391.814	FEET; THENCE
NORTH	888.433	FEET; TO THE POINT OF BEGINNING

NOV 1960
DATE

REGISTERED LAND SURVEYOR No. 1929 Charles V. King STATE OF UTAH

OWNER'S DEDICATION

Know all men by these presents that we, the 6 undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

ROLLING MEADOWS NO. 2

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof we have hereunto set our hands this 20TH day of MAY A.D., 1961

WRIGHT REALTY INC.
Estel L. Wright PRESIDENT
Jack M. Wright SECRETARY

Orlyn R. Bennion
ORLYN R. BENNION
Thelma B. Bennion
THELMA B. BENNION

AMERICAN HOUSING CORP.
H.J. CASSITY, PRESIDENT
A.R. TRUMAN, SECRETARY

Vern C. Hardman Jr.
VERN C. HARDMAN, JR.
Virginia R. Hardman
VIRGINIA R. HARDMAN

M.E. Bangerter
MAX E. BANGERTER
Thelma R. Bangerter
THELMA R. BANGERTER

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Salt Lake }

On the 14TH day of SEPT. A.D., 1961, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 6 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: JUNE 24, 1964

H.J. Cassity
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS 20 DAY OF May A.D. 1961, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, H.J. CASSITY AND A.R. TRUMAN, WHO AFTER BEING DULY SWORN ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY, RESPECTIVELY OF AMERICAN HOUSING CORPORATION, A UTAH CORPORATION, THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND IN BEHALF OF SAID CORPORATION, FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: Dec 11-1961

Vernon Mountjoy
NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE COUNTY,
ON THIS 20TH DAY OF MAY A.D. 1961 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY ESTEL L. WRIGHT, PRESIDENT AND LEAH M. WRIGHT, SEC. OF WEIGHT REALTY INC. A UTAH CORP. AND WHO AFTER BEING SWORN ACKNOWLEDGED TO ME THAT THEY ARE PRES. & SEC. OF SAID CORP., THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY IN BEHALF OF SAID CORP. FOR PURPOSES THEREIN MENTIONED AND THAT SAID CORP. EXECUTED THE SAME.

MY COMMISSION EXPIRES JUNE 24, 1964

H.J. Cassity
NOTARY PUBLIC RESIDING IN S.L.CO.

ROLLING MEADOWS NO. 2

AMENDING LOTS 49, 50, 51, 52 & 53 IN ROLLING MEADOWS No 1. AS RECORDED ON PAGE 61, BOOK V, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. IN SEC. 33 T.1S., R.1W., SALT LAKE BASE & MERIDIAN

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 19TH DAY OF JUNE A.D., 1961

DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 23RD DAY OF MAY A.D., 1961, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE; AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

AUG 31, 1961. DATE

Roscoe Boden
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 15TH DAY OF September A.D., 1961

Deputy SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 7TH DAY OF September A.D., 1961, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: Sherman Huddleston SALT LAKE COUNTY CLERK

W. G. Larson CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1802756

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Security Title Co.

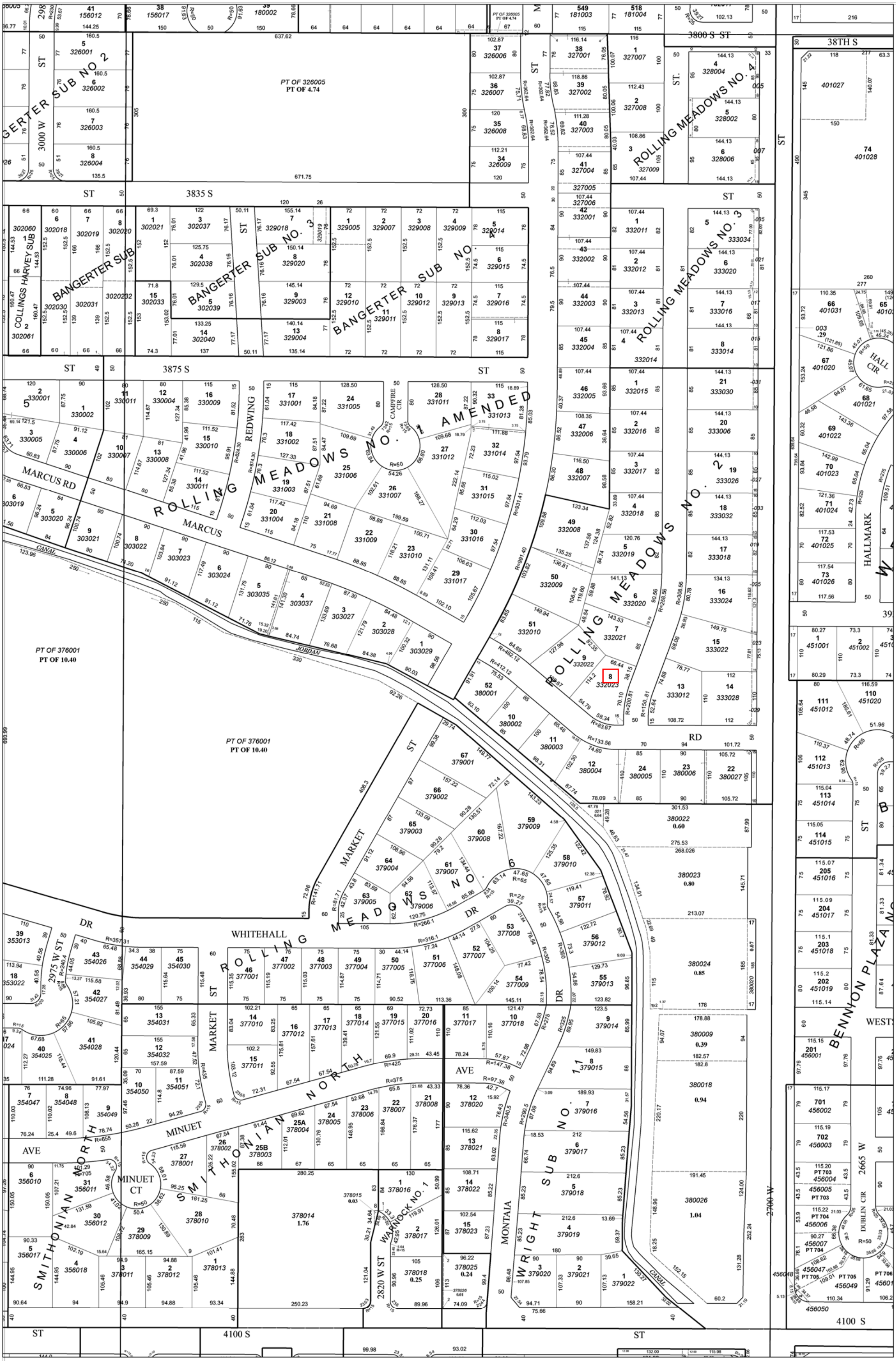
DATE Sept. 29-1961 TIME 8:36 A.M. BOOK X PAGE 57

23.50 FEE $

SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS, MARCH 25, 1953.

"SALT LAKE BLUE" IMPERIAL #997-2



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

E 1/2 SW 1/4 Sec 33 T1S R1W

SALT LAKE COUNTY, UTAH

5/10/2019

Scale 1"=100'

0 100' 200'

Feet

15-33-32

Area | Section | Page

Item #:	
Fiscal Impact:	$400.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75256
Budget Opening Required:	No

ISSUE:

Authorization and acceptance of a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement.

SYNOPSIS:

Jeddidiah D. Hall and Josine M. Hall have signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 3955 S. Lee Maur Street (15-33-333-012).

BACKGROUND:

The Jeddidiah D. Hall and Josine M. Hall property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2020 Asphalt Overlay Project. As part of this project several City streets will be overlaid full width. Any existing ADA ramps which do not comply with the current standards and regulations must be removed and replaced.

The Warranty Deed and the Grant of Temporary Construction Easement will facilitate construction of the project. Compensation in the amount of $400.00 was based upon appraisal reports prepared by Integra Realty Resources.

RECOMMENDATION:

Approve and accept Warranty Deed and Grant of Temporary Construction Easement. Authorize the Mayor to execute the Right-of-way Purchase Agreement for and in behalf of West Valley City. Authorize City Recorder to record said Warranty Deed and Grant of Temporary Construction Easement for and in behalf of West Valley City.

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 PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM JEDDIDIAH AND JOSINE HALL FOR PROPERTY LOCATED AT 3955 SOUTH LEE MAUR STREET.

WHEREAS, Jeddidiah and Josine Hall (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 3955 South Lee Maur Street that is affected by the 2020 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed and Temporary Construction Easement (the "Documents"), as required for the Project; and

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

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

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

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

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 2020, Jeddidiah and Josine Hall (collectively, the GRANTOR), hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. GRANTOR shall also deliver a Temporary Construction Easement (the "Easement") in the form and for the property described in Exhibit B.

3. The City shall pay Four Hundred Dollars ($400.00) for the Property and Easement. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property or the Easement. Closing shall occur within sixty days of the execution of this Agreement.

4. The GRANTOR represents that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or Easement or into any water systems on or below the surface of the Property or Easement, and the Property and Easement comply with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTOR agrees to indemnify and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Property or Easement. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. GRANTOR is responsible for compliance with the obligations of this Section 4 and for any damages resulting from the breach thereof. The provisions of this Section 4 shall survive the termination of this Agreement and the closing of this transaction.

5. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property and Easement. The performance of this Agreement constitutes the entire consideration for the grant of the Property and Easement and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

6. Closing costs shall be paid by the City.

7. GRANTOR agrees to pay any and all taxes assessed against the Property up to the closing; however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the GRANTOR to pay all taxes. GRANTOR also agrees to pay any rollback taxes or fees-in-lieu under the Farmland Assessment Act, whether said rollback taxes are imposed before or after closing. GRANTOR is responsible for compliance with the obligations of this Section 7 and for any damages resulting from the breach thereof. The provisions of this Section 7 shall survive the termination of this Agreement and the closing of this transaction.

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

(signatures follow)

GRANTOR
JEDDIDIAH D. HALL

JOSINE M. HALL

State of UTAH)
:ss
County of SALT LAKE)

On this 4TH day of MAY, 2020, personally appeared before me Jeddidiah D. Hall and Josine M. Hall, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they executed the foregoing instrument.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

EXHIBIT A
WARRANTY DEED

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-333-012**

WARRANTY DEED

Jeddidiah D. Hall and Josine M. Hall, husband and wife, as joint tenants, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3955 South Lee Maur Street**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Southwest Corner of Lot 13, Rolling Meadows No. 2, according to the official plat thereof as recorded in Book X at Page 57 in the office of the Salt Lake County Recorder, and running thence North 10.50 feet along the west line of said lot; thence 16.49 feet along a curve to the left having a radius of 10.50 feet, chord bears South 45°00'00" East 14.85 feet; thence West 10.50 feet along the south line of said lot to the POINT OF BEGINNING. Containing 24 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this _____ day of _____, 2020.

GRANTOR

_____
Jeddidiah D. Hall

GRANTOR

_____
Josine M. Hall

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Jeddidiah D. Hall** and **Josine M. Hall,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

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

Space above for County Recorder's use

PARCEL ID NO: **#15-33-333-012**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Jeddidiah D. Hall and Josine M. Hall, husband and wife, as joint tenants**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3955 South Lee Maur Street**, for construction and replacement of improvements, said easement being described as follows:

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>
> Beginning North 10.50 feet from the Southwest Corner of Lot 13, Rolling Meadows No. 2, according to the official plat thereof as recorded in Book X at Page 57 in the office of the Salt Lake County Recorder, and running thence North 5.09 feet along the west line of said lot; thence South 44°59'57" East 22.05 feet; thence West 5.09 feet along the south line of said lot; thence 16.49 feet along a curve to the right having a radius of 10.50 feet, chord bears North 45°00'00" West 14.85 feet to the POINT OF BEGINNING. Encompassing 98 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this ____ day of _____, 2020.

GRANTOR

_____
Jeddidiah D. Hall

GRANTOR

_____
Josine M. Hall

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Jeddidiah D. Hall** and **Josine M. Hall,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: #**15-33-333-012**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Jeddidiah D. Hall and Josine M. Hall, husband and wife, as joint tenants**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3955 South Lee Maur Street**, for construction and replacement of improvements, said easement being described as follows:

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WITNESSED the hands of said GRANTORS this 4TH day of MAY, 2020.

GRANTOR

Jeddidiah D. Hall

GRANTOR

Josine M. Hall

State of UTAH)
:ss
County of SALT LAKE)

On this 4TH day of MAY, 2020, personally appeared before me **Jeddidiah D. Hall** and **Josine M. Hall,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-333-012**

WARRANTY DEED

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Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this 4TH day of MAY, 2020.

GRANTOR

Jeddidiah D. Hall

GRANTOR

Josine M. Hall

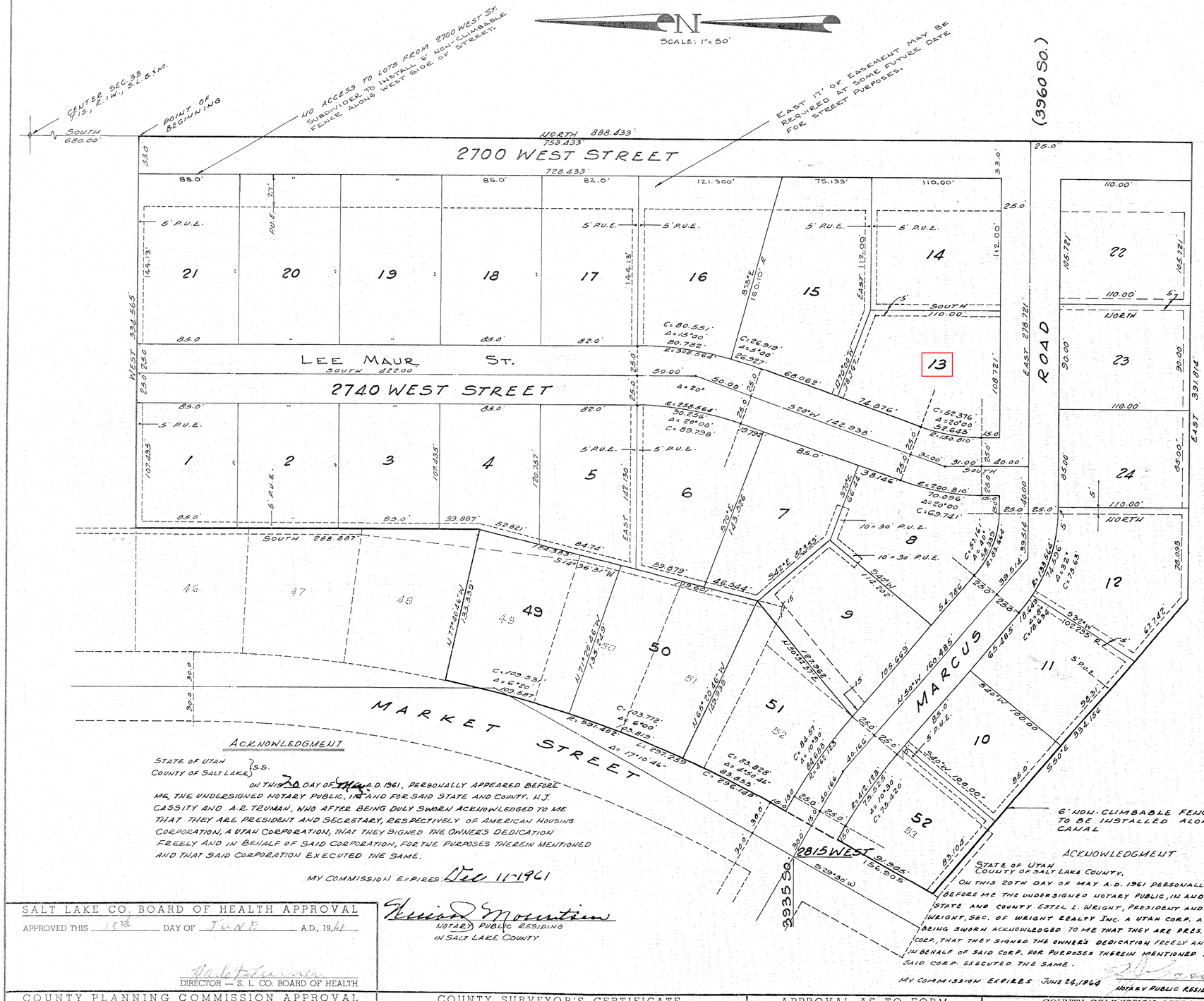
State of UTAH)
:ss
County of SALT LAKE)

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NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

935°



ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS 20 DAY OF May A.D. 1961, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, H.J. CASSITY AND A.R. TRUMAN, WHO AFTER BEING DULY SWORN ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY, RESPECTIVELY OF AMERICAN HOUSING CORPORATION, A UTAH CORPORATION, THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND IN BEHALF OF SAID CORPORATION, FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: Dec 11-1961

Eleanor Mountjoy
NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE COUNTY, } S.S.

ON THIS 20TH DAY OF MAY A.D. 1961 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY ESTEL L. WRIGHT, PRESIDENT AND LEAH M. WRIGHT, SEC. OF WRIGHT REALTY INC. A UTAH CORP. AND WHO AFTER BEING SWORN ACKNOWLEDGED TO ME THAT THEY ARE PRES. & SEC. OF SAID CORP., THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY IN BEHALF OF SAID CORP. FOR PURPOSES THEREIN MENTIONED AND THAT. SAID CORP. EXECUTED THE SAME.

MY COMMISSION EXPIRES JUNE 24, 1964

NOTARY PUBLIC RESIDING IN S.L.Co.

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 19th DAY OF JUNE A.D., 1961

DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 23rd DAY OF MAY A.D., 1961, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE; AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

Aug 31, 1961. DATE

Roscoe Boden SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 19th DAY OF September A.D., 19 61

Deputy SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 20th DAY OF September A.D., 19 61, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: SALT LAKE COUNTY CLERK

CHAIRMAN, BD. OF SALT LAKE CO. COMM.

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS, MARCH 25, 1953.

SURVEYOR'S CERTIFICATE

I, CHARLES V. KING, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 1929, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as ROLLING MEADOWS NO. 2 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING
SOUTH	680.00	FEET FROM THE CENTER OF SECTION 33
		T.1S., R.1W., S.L.B.&M.; THENCE
WEST	334.565	FEET; THENCE
SOUTH	288.887	FEET; THENCE
N77°40'26"W	133.339	FEET; THENCE SOUTHWESTERLY ALONG A
		391.402 FOOT RADIUS CURVE
RIGHT	297.259	FEET; THENCE
S29°30'W	156.905	FEET; THENCE
S30°E	334.156	FEET; THENCE
EAST	391.814	FEET; THENCE
NORTH	888.433	FEET; TO THE POINT OF BEGINNING

NOV 1960 DATE

REGISTERED LAND SURVEYOR No. 1929 Charles V. King STATE OF UTAH

OWNER'S DEDICATION

Know all men by these presents that we, the 6 undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

ROLLING MEADOWS NO. 2

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof we have hereunto set our hands this 20TH day of MAY A.D., 1961

WRIGHT REALTY INC.
Estel L. Wright PRESIDENT
Leah M. Wright SECRETARY

Orlyn V. Bennion ORLYN V. BENNION
Thelma B. Bennion THELMA B. BENNION

AMERICAN HOUSING CORP.
H.J. Cassity H.J. CASSITY, PRESIDENT
A.R. Truman A.R. TRUMAN, SECRETARY

Vern C. Hardman Jr. VERN C. HARDMAN, JR.
Virginia R. Hardman VIRGINIA R. HARDMAN

M.E. Bangerter MAX L. BANGERTER
Thelma R. Bangerter THELMA R. BANGERTER

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Salt Lake }

On the 14TH day of SEPT. A.D., 1961, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 6 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: JUNE 24, 1964

H.J. Cassity NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

ROLLING MEADOWS NO. 2

AMENDING LOTS 49, 50, 51, 52 & 53 IN ROLLING MEADOWS No 1. AS RECORDED ON PAGE 61, BOOK V, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. IN SEC. 33 T. 1 S., R. 1 W., SALT LAKE BASE & MERIDIAN

RECORDED # 1802756

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Security Title Co.

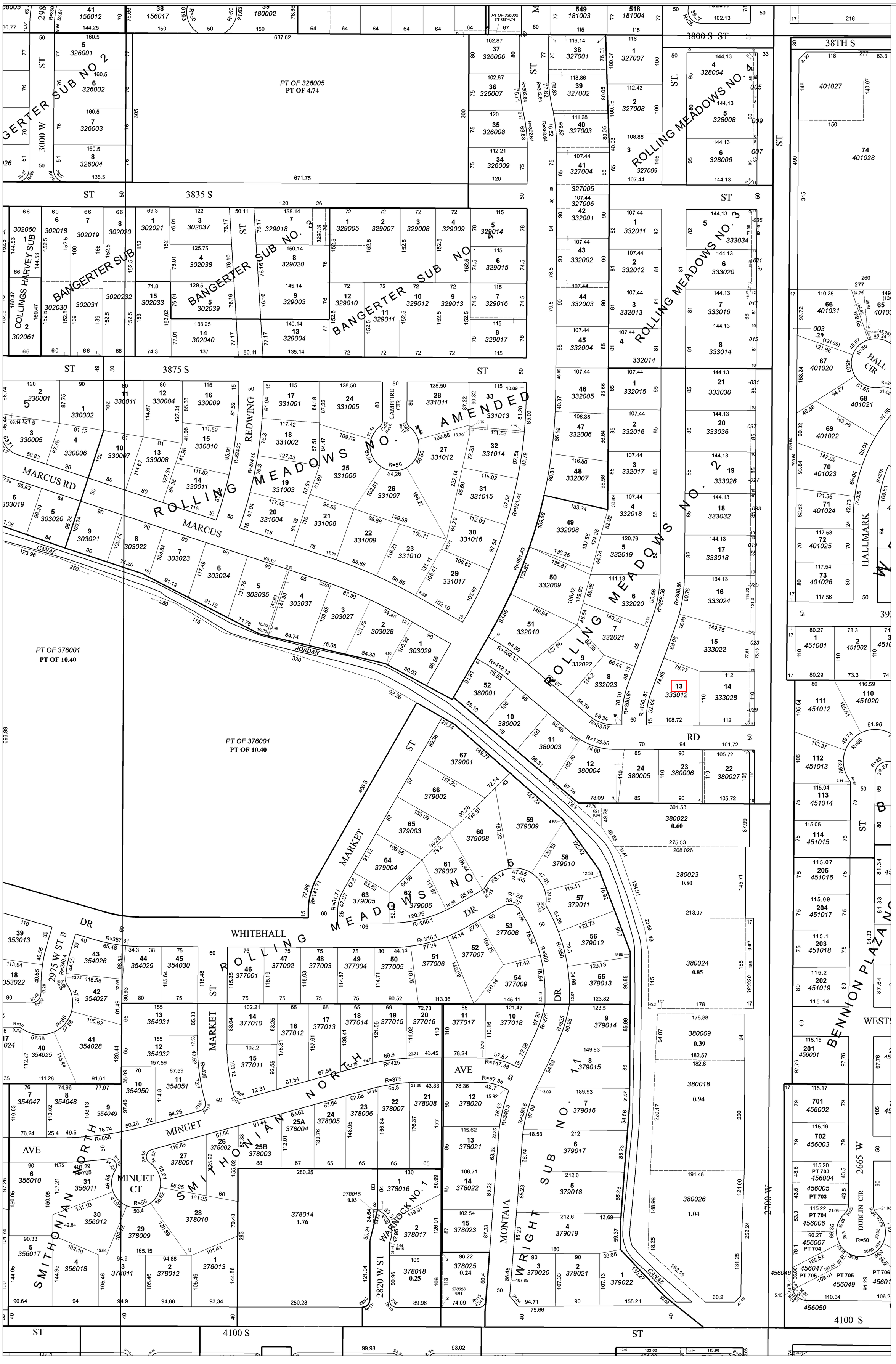
DATE Sept. 29-1961 TIME 8:36 A.M. BOOK X PAGE 57

23.50 FEE $

SALT LAKE COUNTY RECORDER

"SALT LAKE BLUE" IMPERIAL

#997-2



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

E 1/2 SW 1/4 Sec 33 T1S R1W

SALT LAKE COUNTY, UTAH

8/16/2019
97

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

15-33-32

	R3W	R2W	R1W	R1E	R2E	R3E
T1N	6	7	8	9	10	11
T1S	13	14		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	25
31	32		34	35	36

Section

11	12	21	22
31		41	42

Page

Item #:	
Fiscal Impact:	$500.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75256
Budget Opening Required:	No

ISSUE:

Authorization and acceptance of a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement.

SYNOPSIS:

Glen A. Bailess, as to an un-divided one-half (1/2) interest, and 2718 West, LLC, a Utah limited liability company, as to an un-divided one-half (1/2) interest have signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 2718 West 3835 South (15-33-328-006).

BACKGROUND:

The Glen A. Bailess and the 2718 West, LLC properties is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2020 Asphalt Overlay Project. As part of this project several City streets will be overlaid full width. Any existing ADA ramps which do not comply with the current standards and regulations must be removed and replaced.

The Warranty Deed and the Grant of Temporary Construction Easement will facilitate construction of the project. Compensation in the amount of $500.00 was based upon appraisal reports prepared by Integra Realty Resources.

RECOMMENDATION:

Approve and accept Warranty Deed and Grant of Temporary Construction Easement. Authorize the Mayor to execute the Right-of-way Purchase Agreement for and in behalf of West Valley City. Authorize City Recorder to record said Warranty Deed and Grant of Temporary Construction Easement for and in behalf of West Valley City.

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 PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM GLEN BAILESS AND 2718 WEST, LLC FOR PROPERTY LOCATED AT 2718 WEST 3835 SOUTH.

WHEREAS, Glen Bailess and 2718 West, LLC (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 2718 West 3835 South that is affected by the 2020 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed and Temporary Construction Easement (the "Documents"), as required for the Project; and

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

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

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

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

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this 18 day of April, 2020, Glen A. Bailess (as to an undivided one half interest) and 2718 West, LLC, a Utah limited liability company (as to an undivided one half interest), (collectively, GRANTOR), hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. GRANTOR shall also deliver a Temporary Construction Easement (the "Easement") in the form and for the property described in Exhibit B.

3. The City shall pay Five Hundred Dollars ($500.00) for the Property and Easement. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property or the Easement. Closing shall occur within sixty days of the execution of this Agreement.

4. The GRANTOR represents that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or Easement or into any water systems on or below the surface of the Property or Easement, and the Property and Easement comply with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTOR agrees to indemnify and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Property or Easement. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. GRANTOR is responsible for compliance with the obligations of this Section 4 and for any damages resulting from the breach thereof. The provisions of this Section 4 shall survive the termination of this Agreement and the closing of this transaction.

5. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property and Easement. The performance of this Agreement constitutes the entire consideration for the grant of the Property and Easement and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

6. Closing costs shall be paid by the City.

7. GRANTOR agrees to pay any and all taxes assessed against the Property up to the closing; however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the GRANTOR to pay all taxes. GRANTOR also agrees to pay any rollback taxes or fees-in-lieu under the Farmland Assessment Act, whether said rollback taxes are imposed before or after closing. GRANTOR is responsible for compliance with the obligations of this Section 7 and for any damages resulting from the breach thereof. The provisions of this Section 7 shall survive the termination of this Agreement and the closing of this transaction.

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

(signatures follow)

GRANTEE
MAYOR

_____

ATTEST:

_____
CITY RECORDER

GRANTOR
GLEN A. BAILESS

Glen A. Bailess

State of Utah)
:ss
County of Salt Lake)

On this 22 day of April, 2020, personally appeared before me Glen A. Bailess, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he executed the foregoing instrument.

Sarah J

Notary Public

NOTARY PUBLIC
SARAH JENSEN
Commission No. 698344
Commission Expires
JANUARY 05, 2022
STATE OF UTAH

GRANTOR
2718 WEST, LLC

Laurence P. Bailess

State of Arizona)
:ss
County of Maricopa)

On this 18th day of April, 2020, personally appeared before me Laurence P. Bailess, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the manager of 2718 West, LLC, and that the foregoing instrument was signed in behalf of said limited liability company by him by authority of its articles of organization or its managing members, and he acknowledged to me that said limited liability company executed the same.

Teri Englerth

Notary Public

Teri Englerth
Notary Public
Maricopa County, Arizona
My Comm. Expires 04-30-2023
Commission No. 564967

EXHIBIT A
WARRANTY DEED

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

Space above for County Recorder's use
Portion of PARCEL I.D. #**15-33-328-006**

WARRANTY DEED

Glen A. Bailess, as to an un-divided one-half (1/2) interest, and 2718 West, LLC, a Utah limited liability company, as to an un-divided one half (1/2) interest, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **2718 West 3835 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Southwest Corner of Lot 6, Rolling Meadows No. 4, according to the official plat thereof as recorded in Book Y at Page 16 in the office of the Salt Lake County Recorder, and running thence North 11.00 feet along the west line of said lot; thence 17.28 feet along a curve to the left, having a radius of 11.00 feet, chord bears South 45°00'00" East 15.56 feet; thence West 11.00 feet along the south line of said lot to the POINT OF BEGINNING. Containing 26 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 22 day of Apr, 2020.

GRANTOR

Glen A. Bailess

Glen A. Bailess

State of Utah)
:ss
County of Salt Lake)

On this 22 day of April, 2020, personally appeared before me **Glen A. Bailess,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same.

Sarah J
Notary Public

NOTARY PUBLIC
SARAH JENSEN
Commission No. 698344
Commission Expires
JANUARY 05, 2022
STATE OF UTAH

WITNESSED the hands of said GRANTOR this 18 day of April, 2020.

GRANTOR
2718 West, LLC, a Utah limited liability company

Laurence P. Bailess
Laurence P. Bailess, Manager

State of Arizona)
:ss
County of Maricopa)

On this 18th day of April, 2020, personally appeared before me **Laurence P. Bailess** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed he is the **Manager**, of the **2718 West, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and he acknowledge to me that said limited liability company executed the same.

Teri Englerth
Notary Public
Maricopa County, Arizona
My Comm. Expires 04-30-2023
Commission No. 564967

Teri Englerth
Notary Public

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

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

Space above for County Recorder's use
PARCEL ID NO: #**15 33 328 006**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Glen A. Bailess, as to an un-divided one-half (1/2) interest, and 2718 West, LLC, a Utah limited liability company, as to an un-divided one half (1/2) interest**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **2718 West 3835 South**, for construction and replacement of improvements, said easement being described as follows:

A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:

Beginning at a point which is North 11.00 feet from the Southwest Corner of Lot 6, Rolling Meadows No. 4, according to the official plat thereof as recorded in Book Y at Page 16 in the office of the Salt Lake County Recorder, and running thence North 1.00 foot along the west line of said lot; thence South 45°00'00" East 16.97 feet; thence West 1.00 foot along the south line of said lot; thence 17.28 feet along a curve to the right having a radius of 11.00 feet, chord bears North 45°00'00" West 15.56 feet to the POINT OF BEGINNING. Encompassing 46 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

Grant of Temporary Construction Easement
Parcel #15-33-328-006
Page 8 of 2

WITNESSED the hand of said GRANTOR this 22 day of Apr., 2020.

GRANTOR

Glen A. Bailess

Glen A. Bailess

State of Utah)
:ss
County of Salt Lake)

On this 22 day of April, 2020, personally appeared before me **Glen A. Bailess,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same.

Sarah J

Notary Public

NOTARY PUBLIC
SARAH JENSEN
Commission No. 698344
Commission Expires
JANUARY 05, 2022
STATE OF UTAH

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

Space above for County Recorder's use
Portion of PARCEL I.D. #**15-33-328-006**

WARRANTY DEED

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Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 22 day of APR., 2020.

GRANTOR

Glen A. Bailess
Glen A. Bailess

Warranty Deed
Portion of parcel # 15-33-328-006
Page 2 of 2

State of Utah)
:ss
County of Salt Lake)

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NOTARY PUBLIC
SARAH JENSEN
Commission No. 698344
Commission Expires
JANUARY 05, 2022
STATE OF UTAH

Sarah J
Notary Public

WITNESSED the hands of said GRANTOR this 18TH day of April, 2020.

GRANTOR
2718 West, LLC, a Utah limited liability company

Laurence P. Bailess
Laurence P. Bailess, Manager

State of Arizona)
:ss
County of Maricopa)

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Teri Englerth
Notary Public
Maricopa County, Arizona
My Comm. Expires 04-30-2023
Commission No. 564967

Teri Englerth
Notary Public

https: wvcity.sharepoint.com sites wvcpw eng cip 2020overlay Shared Documents Right-of-Way 453 - 2020 Asphalt Overlay ROW Parcels 453-42_2718 W 3835 S_Bailess & 2718WLLC Warranty Deeds Bailess&2718WLLC(15-33-328-006)WD.docx

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

Space above for County Recorder's use
PARCEL ID NO: #**15-33-328-006**

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WITNESSED the hand of said GRANTOR this 22 day of Apr., 2020.

GRANTOR

Glen A. Bailess

Glen A. Bailess

State of Utah)
:ss
County of Salt Lake)

On this 22 day of April, 2020, personally appeared before me **Glen A. Bailess,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same.

Sarah

Notary Public

NOTARY PUBLIC
SARAH JENSEN
Commission No. 698344
Commission Expires
JANUARY 05, 2022
STATE OF UTAH

C:\Users\sdale\Desktop\Bailess&2718W,LLC\(15-33-328-006)GTE.docx

WITNESSED the hands of said GRANTOR this 18 day of April, 2020.

GRANTOR
2718 West, LLC, a Utah limited liability company

Laurence P. Bailess
Laurence P. Bailess, Manager

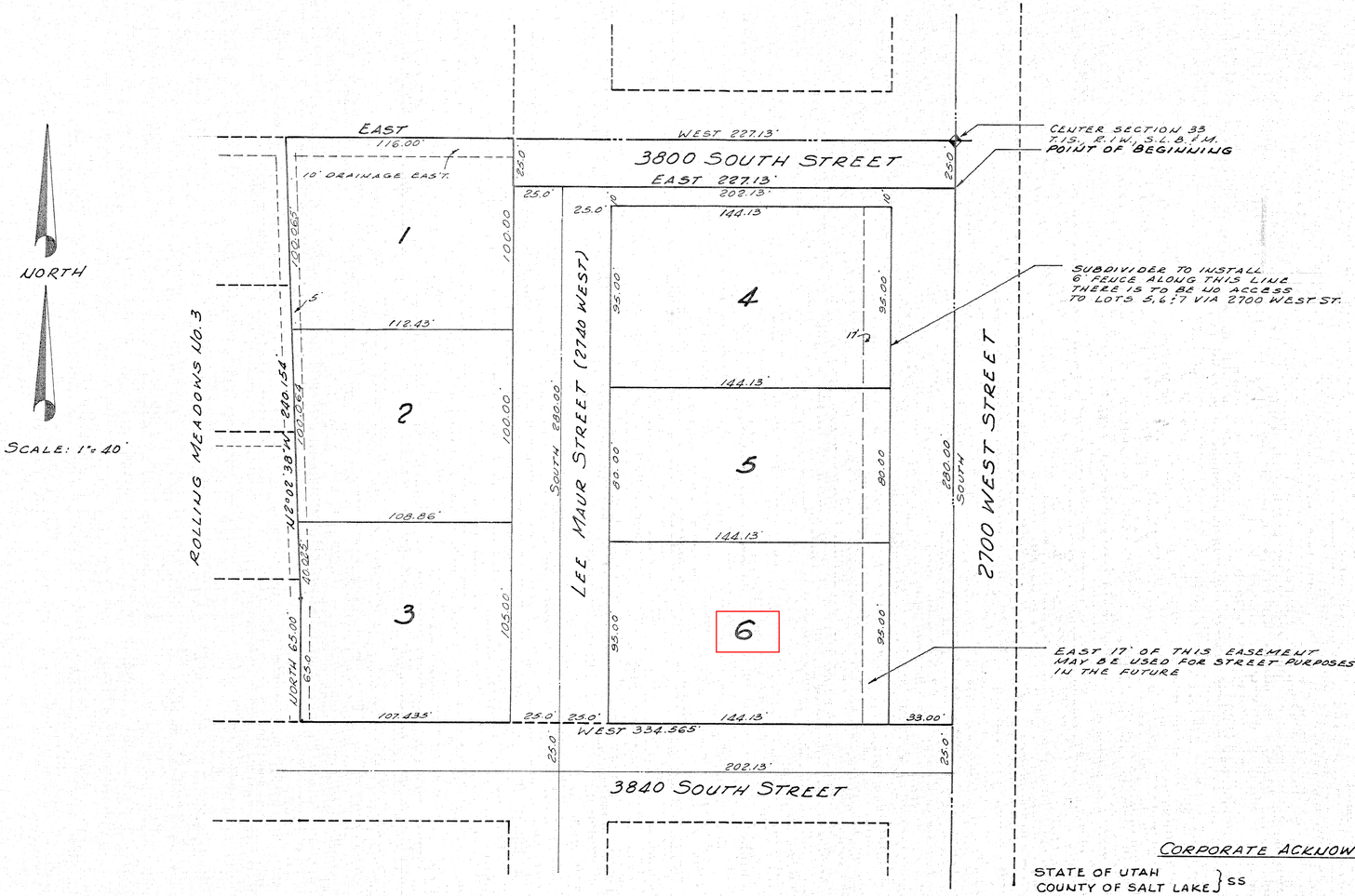
State of Arizona)
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County of Maricopa)

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Teri Englerth
Notary Public

Teri Englerth
Notary Public
Maricopa County, Arizona
My Comm. Expires 04-30-2023
Commission No. 564967

C:\Users\dale\Desktop\Bailess&2718W,LLC\15-33-328-006)GTE.docx



SURVEYOR'S CERTIFICATE

I, CHARLES V. KING, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 1929, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as ROLLING MEADOWS NO.4 and that same has been correctly surveyed and staked on the ground as shown on this plat.

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WEST	334.565	FEET; THENCE
NORTH	65.00	FEET; THENCE
N2°02'38"W	240.154	FEET; THENCE
EAST	116.00	FEET; THENCE
SOUTH	25.00	FEET; THENCE
EAST	227.13	FEET TO THE POINT OF BEGINNING

APRIL 1961
DATE

REGISTERED LAND SURVEYOR No. 1929 STATE OF UTAH
Charles V. King

OWNER'S DEDICATION

Know all men by these presents that we, the 6 undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

ROLLING MEADOWS NO.4

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof we have hereunto set our hands this ____ day of ____ A.D., 1961

AMERICAN HOUSING CORP.

H.J. CASSITY, PRESIDENT — A.R. TRUMAN, SECRETARY

Orfon Udell Bennion — Thelma B. Bennion
Clinton M. Black — Rosa Vida Black

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Salt Lake }

On the 2 day of May A.D., 1961, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 4 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: June 24, 1964 — H.J. Cassity
NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } SS

ON THIS 2 DAY OF May A.D. 1961, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, H.J. CASSITY AND A.R. TRUMAN, WHO AFTER BEING DULY SWORN ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY, RESPECTIVELY OF AMERICAN HOUSING CORP, A UTAH CORPORATION, THAT THEY SIGNED THE OWNER'S DEDICATION, FREELY AND VOLUNTARILY, FOR AND IN BEHALF OF SAID CORPORATION, FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: Dec. 1, 1964
L.M. Wright
NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

ROLLING MEADOWS #4

A SUBDIVISION IN SECTION 33, T.1S., R.1W., S.L.B.&M.

SALT LAKE BASE & MERIDIAN

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 8th DAY OF February A.D., 1962

H.D. Turney
by Edward B. Jackson
DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 9th DAY OF May A.D., 1961, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

John W. Bell
CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE; AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

March 2nd, 1962
DATE

Roscoe Bodrero
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 9th DAY OF March A.D., 1962

John Mowell Williams
Deputy
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 9th DAY OF March A.D., 1962, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: Sam Wahlquist
SALT LAKE COUNTY CLERK

A. L. Larson
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED #1832829

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Security Title Co.

DATE March 13, 1962 TIME 8:49 A.M. BOOK Y PAGE 16

11.90
FEE $

Nellie M. Zack
SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS, MARCH 25, 1953.

"SALT LAKE BLUE" IMPERIAL

997-4