The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, July 7, 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 July 7, 2020.

A G E N D A

1. Call to Order

2. Roll Call

3. Inside the Police Department Video Series

4. Special Recognitions

5. Approval of Minutes:

   A. June 23, 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. Consent Agenda:

A. Reso. 20-97: Authorize the City to Enter into Two Right of Way Purchase Agreements and Accept Two Warranty Deeds and Temporary Construction Easements With and From Russell and Lynette Moore for Properties Located at 2882 and 2916 West 3875 South

B. Reso. 20-98: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From John Lund for Property Located at 2861 West 3875 South

C. Reso. 20-99: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Karen and Jason Hortin for Property Located at 2894 West Marcus Road

8. Motion for Closed Session (if necessary)

9. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – JUNE 23, 2020
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, JUNE 23, 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
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT ELECTRONICALLY:

Paul Isaac, Acting City Manager
Nichole Camac, City Recorder

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

A Police Department video was displayed. In the video, Chief Jacobs explained proactive efforts and policies the Police Department has achieved to be a reliable and trusted department.

APPROVAL OF MINUTES OF REGULAR MEETING HELD JUNE 16, 2020
The Council considered the Minutes of the Regular Meeting held June 16, 2020. There were no changes, corrections or deletions.

Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held June 16, 2020. Councilmember Lang seconded the motion.

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

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Jim Vesock stated that the Police Department video displayed was great. He noted that he would like to see something from the City Manager and City Council as well. Jim noted that residents can have 3 dogs with the pet exception permit.

Bryan Cragun stated that he was born and raised in West Valley City. He indicated that there is a major skunk problem in his area and the City used to have a program where residents could trap them and Animal Control would remove them. Mr. Cragun stated that the problem has gotten worse and he would request that the City bring the program back.

B. **CITY MANAGER COMMENTS**

Paul Isaac, Assistant City Manager, had no comments.

C. **CITY COUNCIL COMMENTS**

Councilmember Fitisemanu asked if there is a particular area in the City that skunks are a problem. Layne Morris, CPD Director, stated that skunks like natural areas in the City that are more woody or open. Layne stated that it is difficult for the City to euthanize and dispose of the skunks after they are captured. Mayor Bigelow stated that, generally speaking, government agencies don't have much involvement with wild animals. Layne agreed and stated that Animal Control handles domesticated animals or public safety hazards, like deer in the street, but naturally occurring animals are usually not responded to by the department. Councilmember Huynh asked if there is anything the City could do. Layne replied that there are options but this would be a policy decision on whether or not it's a governmental task.

RESOLUTION 20-26: AUTHORIZE WEST VALLEY CITY TO APPROVE THE AMENDED SALT LAKE METROPOLITAN NARCOTICS TASK FORCE AGREEMENT

Mayor Bigelow discussed proposed Resolution 20-26 that would authorize West Valley City to approve the amended Salt Lake Metropolitan Narcotics Task Force Agreement.

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

> In an effort to coordinate local law enforcement resources in the investigation of drug traffickers and their associated organizations and networks, law enforcement

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agencies of the greater Salt Lake Valley, State and Federal agencies have united efforts and resources to form the Salt Lake Metro Narcotics Task Force. The West Valley City Police Department has been an active participant in this taskforce since its inception. The amendments make several technical changes to the board executive board, asset forfeiture, and several other minor changes.

The West Valley City Police Department has been an active participant and leader of this task force since its inception. This task force initiates and investigates major drug related crimes, including DTOs (Drug Trafficking Organizations), money laundering, and cases that requiring personnel or financial resources above what a local agency can supply.

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 20-26.

Councilmember Lang seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 20-80: APPROVE THE PURCHASE OF AN EOD SUIT FROM MED-ENG LLC

Mayor Bigelow discussed proposed Resolution 20-80 that would approve the purchase of an EOD Suit from Med-Eng LLC.

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

The EOD suit which we are purchasing is replacing one of the suits which our team currently utilizes. The suits have a shelf life and at end of life they are determined to not be safe to go down range and disrupt or take care of explosive items. With this purchase we will be able to maintain two suits for the team. This minimum is

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also required to keep the certification of the EOD unit for West Valley City.

With this purchase our team will have two new suits, keeping the EOD unit in compliance and providing the needed safety to the technicians.

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 20-80.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 20-81: AUTHORIZE THE ACCEPTANCE OF A PROPOSAL BY KEDDINGTON AND CHRISTENSEN, CERTIFIED PUBLIC ACCOUNTANTS, LLC TO PROVIDE AUDITING SERVICES TO WEST VALLEY CITY FOR THE FISCAL YEAR ENDING JUNE 30, 2020

Mayor Bigelow discussed proposed Resolution 20-81 that would authorize the acceptance of a proposal by Keddington and Christensen, Certified Public Accountants, LLC to provide auditing services to West Valley City for the fiscal year ending June 30, 2020.

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

West Valley City is required by law to engage an independent audit firm to audit the City's financial operations. Keddington & Christensen auditors have demonstrated experience and proficiency in municipal audits and knowledge of City operations. This audit will be conducted in accordance with auditing standards generally accepted in the United States of America: the standards for financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States.

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Keddington & Christensen, Certified Public Accountants, LLC. has provided audit services for the City in the past and has the technical expertise to evaluate and review all aspects of the City's complex operations

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

Councilmember Nordfelt moved to approve Resolution 20-81.

Councilmember Buhler seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 20-82: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY FOR FUNDS FOR THE HARMAN RECREATION CENTER

Mayor Bigelow discussed proposed Resolution 20-82 that would authorize the execution of an Interlocal Cooperation Agreement between West Valley City and Salt Lake County for Funds for the Harman Recreation Center.

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

West Valley City has worked in conjunction with Salt Lake County for many years in regard to meal and transportation services for the Harman Senior Recreation Center. This is a benefit for West Valley City residents ages 60 and older. A new contract is needed at this time to continue these services.

Salt Lake County Division of Aging and Adult Services pays West Valley City an annual amount totaling $18,786 to offset the costs of operating the congregate meal

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program. Additionally, Salt Lake County provides transportation services for seniors which takes them to and from the Harman Senior Recreation Center.

At this time, it is necessary for West Valley City to enter into a new contract with Salt Lake County in order to continue receiving reimbursement funds and also continue transportation services for West Valley City senior residents.

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 20-82.

Councilmember Lang seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 20-83: APPROVE AN AGREEMENT WITH PEPSI BEVERAGES COMPANY TO SUPPLY BEVERAGE PRODUCTS TO THE WEST VALLEY CITY GOLF COURSES, FAMILY FITNESS CENTER, AND CENTENNIAL POOL

Mayor Bigelow proposed Resolution 20-83 that would approve an agreement with Pepsi Beverages Company to supply beverage products to the West Valley City Golf Courses, Family Fitness Center, and Centennial Pool.

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

Parks and Recreation contacted all beverage companies, which comprised of Pepsi Beverages Company and Swire Coca-cola, for proposals of a new beverage contract for its facilities. Pepsi Beverages Company (also known as Pepsico Foodservice) and Swire Coca-cola both responded with proposals. Pepsi Beverages Company submitted a seven year proposal. Swire Coca-cola submitted a five, eight and ten

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year proposal.

The proposals showed differences in annual support, rebates and product pricing from each company. Additionally, the Swire Coca-cola terms included a volume requirement in which the contract would automatically be extended without annual support if minimum purchases weren't made during the initial contract period. None of the totals required are currently being achieved at any of the Park and Recreation facilities. Another difference in the Swire Coca-cola proposal is that they would require West Valley City to pay for repairs from vandalism on their machines. Pepsi Beverages Company did not have this requirement.

All of these factors were considered. Annual support and rebates, along with unfunded extended contract calculations, were carefully analyzed and the average annual support is as follows:

Pepsi Beverages Company 7-year Proposal:	$16,643
Swire Coca-cola 5-year Proposal:	$ 8,815
Swire Coca-cola 8-year Proposal:	$ 9,573
Swire Coca-cola 10-year Proposal:	$ 9,863

Out of these proposals, the Pepsi Beverages Company 7-year proposal was the most beneficial to the West Valley City.

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

Councilmember Huynh moved to approve Resolution 20-83.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

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RESOLUTION 20-84: AUTHORIZE CHANGE ORDER NO. 4 TO THE CONTRACT WITH ACME CONSTRUCTION FOR THE 2700 WEST IMPROVEMENTS PROJECTS

Mayor Bigelow discussed proposed Resolution 20-84 that would authorize Change Order No. 4 to the Contract with Acme Construction for the 2700 West Improvements Projects.

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

> Acme Construction is currently improving 2700 West, between 3500 South and 4100 South.
>
> Change Order No. 4 is in the amount of $86,007.73 and includes modification of various storm drain structures.
>
> During the paving preparation process, it was discovered that there are several old storm drain manholes on 2700 West that are constructed using non-traditional methods, or are extremely shallow. These drainage structures require various methods of reconstruction to enable the manholes to be lowered and raised after pavement placement. These modifications will eliminate an immediate bump that would exist after paving and would enable easier lowering and raising of the manholes using traditional methods when this segment of roadway is repaved in the future.

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 20-84.
>
> Councilmember Buhler seconded the motion.
>
> A roll call vote was taken:

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

> Unanimous.

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RESOLUTION 20-85: AUTHORIZE CHANGE ORDER NO. 5 TO THE CONTRACT WITH ACME CONSTRUCTION FOR THE 2700 WEST IMPROVEMENTS PROJECTS

Mayor Bigelow discussed proposed Resolution 20-85 that would authorize Change Order No. 5 to the Contract with Acme Construction for the 2700 West Improvements Projects.

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

> Acme Construction is currently improving 2700 West, between 3500 South and 4100 South.
>
> Change Order No. 5 is in the amount of $176,237.70 and includes various improvements to correct very steep cross slope on a segment of 2700 West.
>
> In the initial planning of this project the scope included the addition of sidewalk and streetscape improvements on the west side of 2700 West along with a rotomill and overlay of the existing pavement on the entire road between 4100 South and 3500 South.
>
> There is a segment of roadway on the east side of 2700 West between 3800 South and approximately 3700 South that has a very steep cross slope exceeding 8% in some areas (2% is ideal). While it was not included in the initial scope, the Public Works Department evaluated and recommends improving this segment of steep cross slope. Improvements will include the removal and replacement of nearly 800 feet of sidewalk, curb & gutter, along with other improvements necessary to make this change.
>
> Although the addition of these improvements will delay the completion of this project until the end of August 2020, the Public Works Department recommends that they be done to improve the overall outcome quality of the project in this vital part of the city.

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

> Councilmember Christensen moved to approve Resolution 20-85.
>
> Councilmember Lang seconded the motion.
>
> A roll call vote was taken:

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

Unanimous.

CONSENT AGENDA

A. RESOLUTION 20-86: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM THE WILLIAM E. AND ANNA LEATHERWOOD FAMILY TRUST FOR PROPERTY LOCATED AT 2885 WEST 3875 SOUTH

Mayor Bigelow discussed proposed Resolution 20-86 that would authorize the City to enter into a Right of Way Purchase Agreement and accept a Warranty Deed and Temporary Construction Easement with and from the William E. and Anna Leatherwood Family Trust for property located at 2885 West 3875 South.

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

> The William E. and Anna Leatherwood Family Trust 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 an appraisal report prepared by Integra Realty Resources.

B. **RESOLUTION 20-87: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF LARS NORDFELT AS THE CHAIRMAN OF THE WEST VALLEY CITY AUDIT REVIEW COMMITTEE**

Mayor Bigelow discussed proposed Resolution 20-87 that would ratify the City Manager's reappointment of Lars Nordfelt as the Chairman of the West Valley City

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Audit Review Committee.

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

Lars Nordfelt is willing to serve as Chair of the Audit Review Committee.

The Audit Review Committee consists of five members who serve for a term of three years and a chair that serves for one year

C. **RESOLUTION 20-88: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF DARRELL KIRBY AS THE CHAIR OF THE WEST VALLEY CITY CLEAN AND BEAUTIFUL COMMITTEE FOR A TERM COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021**

Mayor Bigelow discussed proposed Resolution 20-88 that would ratify the City Manager's reappointment of Darrell Kirby as the Chair of the West Valley City Clean and Beautiful Committee for a Term Commencing July 1, 2020 and Ending June 30, 2021.

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

The Chair of the West Valley City Clean and Beautiful Committee serves for a term of one year. Committee members have nominated Darrell and the City Manager has recommended his appointment. His term will commence July 1, 2020 and end June 30, 2021.

D. **RESOLUTION 20-89: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF STEVE LEHMAN AS THE CHAIRMAN OF THE LICENSE HEARING BOARD**

Mayor Bigelow discussed proposed Resolution 20-89 that would ratify the City Manager's reappointment of Steve Lehman as the Chairman of the License Hearing Board.

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

The License Hearing Board is composed of three members appointed and reappointed by the City Manager with the advice and consent of the City Council. Steve Lehman is willing to accept the reappointment as Chair of the License Hearing Board for a term commencing July 1, 2020 and ending June 30, 2021.

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E. **RESOLUTION 20-90: RATIFY THE CITY MANAGER'S APPOINTMENT OF LARRY HEALEY AS A MEMBER OF WEST VALLEY CITY BUSINESS LICENSE HEARING BOARD FOR A TERM COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2023**

Mayor Bigelow discussed proposed Resolution 20-90 that would ratify the City Manager's appointment of Larry Healey as a member of West Valley City Business License Hearing Board for a term commencing July 1, 2020 and ending June 30, 2023.

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

> The License Hearing Board is composed of three members appointed by the City Manager with the advice and consent of the City Council. Larry Healey is willing to accept the appointment as a member of the License Hearing Board for a three-year term.

F. **RESOLUTION 20-91: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF ABIGAIL DIZON-MAUGHAN AS CHAIR OF THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2020**

Mayor Bigelow discussed proposed Resolution 20-91 that would ratify the City Manager's reappointment of Abigail Dizon-Maughan as Chair of the Professional Standards Review Board for a Term Commencing July 1, 2020 and Ending June 30, 2020.

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

> This resolution re-appoints Abigail Dizon-Maughan as Chair of the Professional Standards Review Board for a term commencing on July 1, 2020 and ending on June 30, 2022.
>
> The Professional Standards Review Board reviews all allegations of police misconduct from a citizen’s perspective and makes various recommendations to the Police Chief regarding these incidents.

G. **RESOLUTION 20-92: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF MATT MACPHERSON TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2022**

Mayor Bigelow discussed proposed Resolution 20-92 that would ratify the City

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Manager's reappointment of Matt MacPherson to the Professional Standards Review Board for a Term Commencing July 1, 2020 and Ending June 30, 2022.

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

> This resolution re-appoints Matt MacPherson as a member of the Professional Standards Review Board for a two-year term commencing on July 1, 2020 and ending on June 30, 2022.
>
> The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

H. **RESOLUTION 20-93: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF JIIM COLEMAN TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2022**

Mayor Bigelow discussed proposed Resolution 20-93 that would ratify the City Manager's reappointment of Jim Coleman to the Professional Standards Review Board for a Term Commencing July 1, 2020 and Ending June 30, 2022.

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

> This resolution re-appoints Jim Coleman as a member of the Professional Standards Review Board for a two-year term commencing on July 1, 2020 and ending on June 30, 2022.
>
> The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

I. **RESOLUTION 20-94: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF BRENT FULLER TO THE WEST VALLEY PLANNING COMMISSION FOR A TERM FROM JULY 1, 2020 TO JULY 1, 2024**

Mayor Bigelow discussed proposed Resolution 20-94 that would ratify the City Manager's reappointment of Brent Fuller to the West Valley Planning Commission for a Term Commencing July 1, 2020 and Ending July 1, 2024.

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

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The Planning Commission is composed of seven members and one alternate appointed and reappointed by the City Manager with the advice and consent of the City Council. Any Planning Commission member may be reappointed for an additional term and there is no limit to the number of terms a member may serve.

Brent Fuller is a current Planning Commissioner and his term is due to expire on July 1, 2020. He was first appointed to the Planning Commission on August 6, 1992.

J. **RESOLUTION 20-95: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF DAVID MCEWEN TO THE WEST VALLEY PLANNING COMMISSION FOR A TERM FROM JULY 1, 2020 TO JULY 1, 2024**

Mayor Bigelow discussed proposed Resolution 20-95 that would ratify the City Manager's reappointment of David McEwan to the West Valley Planning Commission for a Term Commencing July 1, 2020 and Ending July 1, 2024.

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

The Planning Commission is composed of seven members and one alternate appointed and reappointed by the City Manager with the advice and consent of the City Council. Any Planning Commission member may be reappointed for an additional term and there is no limit to the number of terms a member may serve.

David McEwen is a current Planning Commissioner and his term is due to expire on July 1, 2020. He was first appointed to the Planning Commission on January 1, 2016.

K. **RESOLUTION 20-96: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF CINDY WOOD TO THE WEST VALLEY PLANNING COMMISSION FOR A TERM FROM JULY 1, 2020 TO JULY 1, 2024**

Mayor Bigelow discussed proposed Resolution 20-96 that would ratify the City Manager's reappointment of Cindy Wood to the West Valley Planning Commission for a Term Commencing July 1, 2020 and Ending July 1, 2024.

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

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The Planning Commission is composed of seven members and one alternate appointed and reappointed by the City Manager with the advice and consent of the City Council. Any Planning Commission member may be reappointed for an additional term and there is no limit to the number of terms a member may serve.

Cindy Wood is a current Planning Commissioner and his term is due to expire on July 1, 2020. She was first appointed to the Planning Commission on April 11, 2017.

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 items on the consent agenda.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, JUNE 23, 2020 WAS ADJOURNED AT 7:05 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, June 23, 2020.

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_____
Nichole Camac, CMC
City Recorder

DRAFT

Item #:	
Fiscal Impact:	$800.00
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:

Russell B. Moore and Lynette J. Moore have signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for each of two properties located at 2882 and 2916 West 3875 South (15-33-329-004).

BACKGROUND:

The Moore properties are two 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 Deeds and the Grants of Temporary Construction Easement will facilitate construction of the project. Compensation in the amount of $300.00 and $500.00 was based upon appraisal reports prepared by Integra Realty Resources for other properties in the neighborhood.

RECOMMENDATION:

Approve and accept Warranty Deeds and Grant of Temporary Construction Easements. Authorize the Mayor to execute the Right-of-way Purchase Agreements for and in behalf of West Valley City. Authorize City Recorder to record said Warranty Deeds and Grants 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 TWO RIGHT OF WAY PURCHASE AGREEMENTS AND ACCEPT TWO WARRANTY DEEDS AND TEMPORARY CONSTRUCTION EASEMENTS WITH AND FROM RUSSELL AND LYNETTE MOORE FOR PROPERTIES LOCATED AT 2882 AND 2916 WEST 3875 SOUTH.

WHEREAS, Russell and Lynette Moore (herein and collectively "Owner") have entered into two Right of Way Purchase Agreements for property located at 2882 and 2916 West 3875 South that is affected by the 2020 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed Warranty Deeds and Temporary Construction Easements (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 Agreements 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 documents entitled "West Valley City Right of Way Purchase Agreement" are hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreements, 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, Russell B. and Lynette J. Moore (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 Three Hundred Dollars ($300.00) 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.

8. Following completion of the City's work, the City shall restore the property described in Exhibit B to its condition as of the date of this Agreement.

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

(signatures follow)

GRANTOR
RUSSELL B. MOORE

LYNETTE J. MOORE

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of JUNE, 2020, personally appeared before me Russell B. and Lynette J. Moore, 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. #**15-33-329-004**

WARRANTY DEED

Russell B. Moore and Lynette J. Moore, husband and wife, 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 **2882 West 3875 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 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, of Bangerter Subdivision No. 4, according to the official plat thereof as recorded in Book V at Page 33 in the office of the Salt Lake County Recorder, and running thence North 3°45'00" West 5.67 feet along the westerly line of said lot; thence South 46°52'30" East 8.27 feet; thence West 5.67 feet along the south line of said lot to the POINT OF BEGINNING. Containing 16 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

_____

Russell B. Moore

GRANTOR

_____

Lynette J. Moore

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Russell B. Moore** and **Lynette J. Moore,** 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: #**15-33-329-004**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Russell B. Moore and Lynette J. Moore, husband and wife**, 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 **2882 West 3875 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 North 3°45'00" West a distance of 5.67 feet from the southwest corner of Lot 13, of Bangerter Subdivision No. 4, according to the official plat thereof as recorded in Book V at Page 33 in the office of the Salt Lake County Recorder, and running thence North 3°45'00" West 4.00 feet along the westerly line of said lot; thence South 46°52'30" East 14.11 feet; thence West 4.00 feet along the south line of said lot; thence North 46°52'30" West 8.27 feet to the POINT OF BEGINNING. Encompassing 31 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

_____
Russell B. Moore

GRANTOR

_____
Lynette J. Moore

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Russell B. Moore** and **Lynette J. Moore,** 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

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 2020, Russell B. and Lynette J. Moore (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 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.

8. Following completion of the City's work, the City shall restore the property described in Exhibit B to its condition as of the date of this Agreement.

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

(signatures follow)

GRANTOR
RUSSELL B. MOORE

LYNETTE J. MOORE

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of JUNE, 2020, personally appeared before me Russell B. Moore and Lynette J. Moore, 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

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. #**15-33-302-040**

WARRANTY DEED

Russell B. Moore and Lynette J. Moore, 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 **2916 West 3875 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 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 14, of Bangerter Subdivision No. 4, according to the official plat thereof as recorded in Book V at Page 33 in the office of the Salt Lake County Recorder, and running thence West 12.28 feet along the south line of said lot; thence 18.82 feet along a curve to the left having a radius of 11.50 feet, chord bears North 43°07'30" East 16.79 feet; thence South 3°45'00" East 12.28 feet along the easterly line of said lot to the POINT OF BEGINNING. Containing 33 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

Russell B. Moore

GRANTOR

Lynette J. Moore

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Russell B. Moore** and **Lynette J. Moore,** 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: #**15-33-302-040**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Russell B. Moore and Lynette J. Moore, 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 easements on, over, across and through GRANTORS' land located at **2916 West 3875 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:
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> Beginning at a point which is 12.28 feet West from the southeast corner of Lot 14, of Bangerter Subdivision No. 4, according to the official plat thereof as recorded in Book V at Page 33 in the office of the Salt Lake County Recorder, and running thence West 1.00 foot along the south line of said lot; thence North 43°07'30" East 18.15 feet; thence South 3°45'00" East 1.00 foot along the easterly line of said lot; thence 18.82 feet along a curve to the right having a radius of 11.50 feet, chord bears South 43°07'30" West of 16.79 feet to the POINT OF BEGINNING. Encompassing 55 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

_____
Russell B. Moore

GRANTOR

_____
Lynette J. Moore

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Russell B. Moore** and **Lynette J. Moore,** 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. #**15-33-329-004**

WARRANTY DEED

Russell B. Moore and Lynette J. Moore, husband and wife, 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 **2882 West 3875 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 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:
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> Beginning at the southwest corner of Lot 13, of Bangerter Subdivision No. 4, according to the official plat thereof as recorded in Book V at Page 33 in the office of the Salt Lake County Recorder, and running thence North 3°45'00" West 5.67 feet along the westerly line of said lot; thence South 46°52'30" East 8.27 feet; thence West 5.67 feet along the south line of said lot to the POINT OF BEGINNING. Containing 16 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

Russell B. Moore

GRANTOR

Lynette J. Moore

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of JUNE, 2020, personally appeared before me **Russell B. Moore** and **Lynette J. Moore,** 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. 708428
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. #**15-33-302-040**

WARRANTY DEED

Russell B. Moore and Lynette J. Moore, 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 **2916 West 3875 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:

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> Beginning at the southeast corner of Lot 14, of Bangerter Subdivision No. 4, according to the official plat thereof as recorded in Book V at Page 33 in the office of the Salt Lake County Recorder, and running thence West 12.28 feet along the south line of said lot; thence 18.82 feet along a curve to the left having a radius of 11.50 feet, chord bears North 43°07'30" East 16.79 feet; thence South 3°45'00" East 12.28 feet along the easterly line of said lot to the POINT OF BEGINNING. Containing 33 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 15TH day of JUNE, 2020.

GRANTOR

Russell B. Moore

GRANTOR

Lynette J. Moore

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of JUNE, 2020, personally appeared before me **Russell B. Moore** and **Lynette J. Moore,** 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: #**15-33-329-004**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Russell B. Moore and Lynette J. Moore, husband and wife**, 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 **2882 West 3875 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:
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> Beginning at a point North 3°45'00" West a distance of 5.67 feet from the southwest corner of Lot 13, of Bangerter Subdivision No. 4, according to the official plat thereof as recorded in Book V at Page 33 in the office of the Salt Lake County Recorder, and running thence North 3°45'00" West 4.00 feet along the westerly line of said lot; thence South 46°52'30" East 14.11 feet; thence West 4.00 feet along the south line of said lot; thence North 46°52'30" West 8.27 feet to the POINT OF BEGINNING. Encompassing 31 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 15TH day of JUNE, 2020.

GRANTOR

Russell B. Moore

GRANTOR

Lynette J. Moore

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of JUNE, 2020, personally appeared before me **Russell B. Moore** and **Lynette J. Moore,** 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. 705429
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: #**15-33-302-040**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Russell B. Moore and Lynette J. Moore, 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 easements on, over, across and through GRANTORS' land located at **2916 West 3875 South**, for construction and replacement of improvements, said easement being described as follows:

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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 15TH day of JUNE, 2020.

GRANTOR

Russell B. Moore

GRANTOR

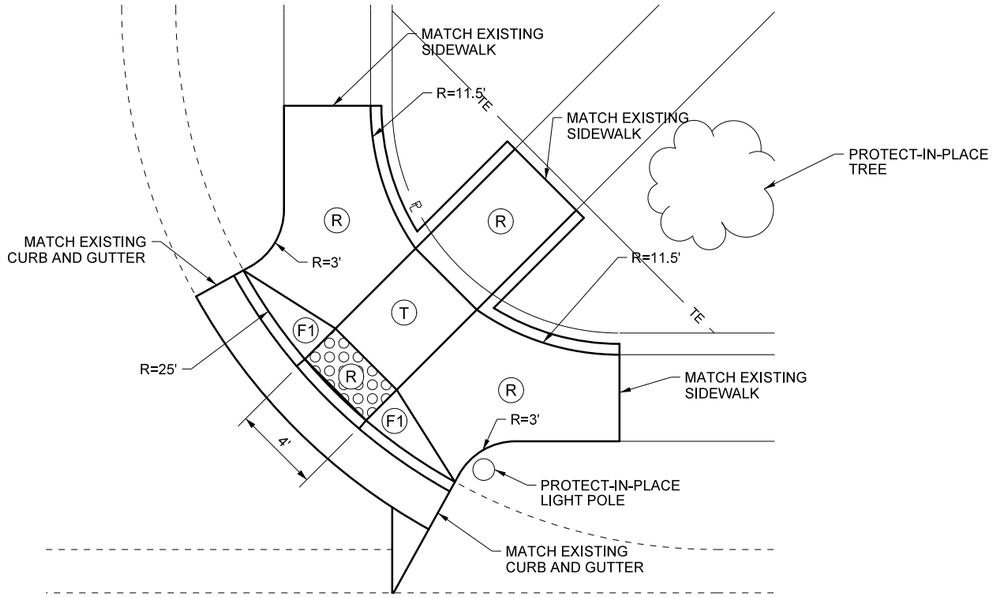
Lynette J. Moore

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of JUNE, 2020, personally appeared before me **Russell B. Moore** and **Lynette J. Moore,** 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. 708426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

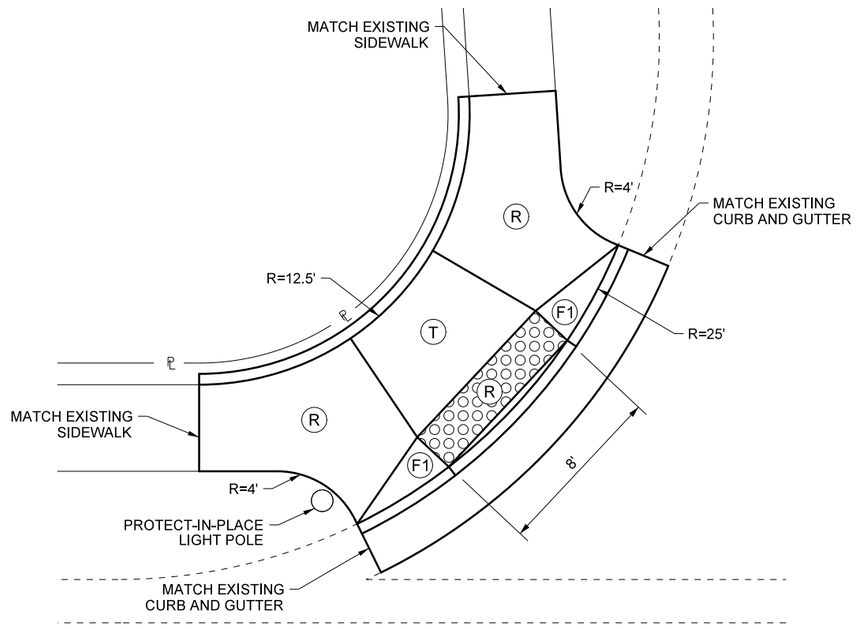
Notary Public



COMBINATION (APEX) RAMP NO. 13

NTS

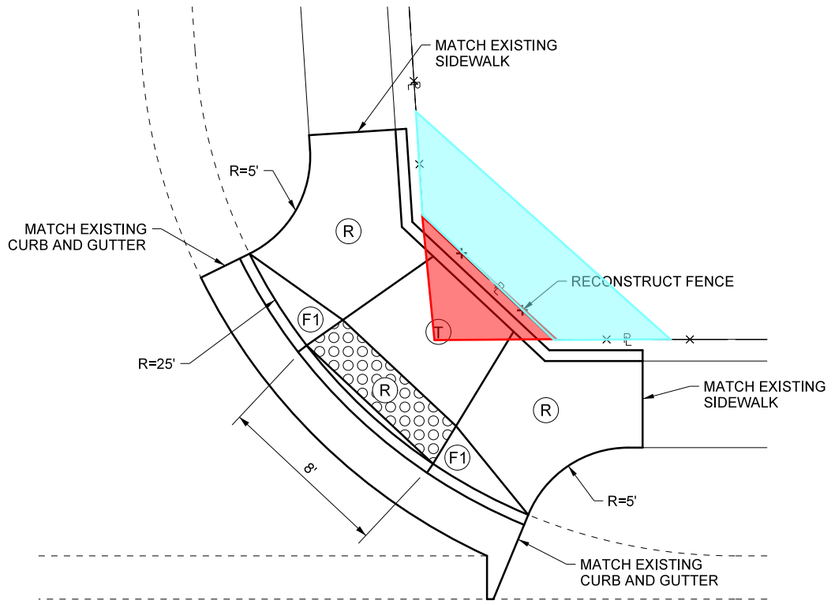
E CORNER OF INTERSECTION MARCUS RD & LEE MAUR ST



COMBINATION (APEX) RAMP NO. 14

NTS

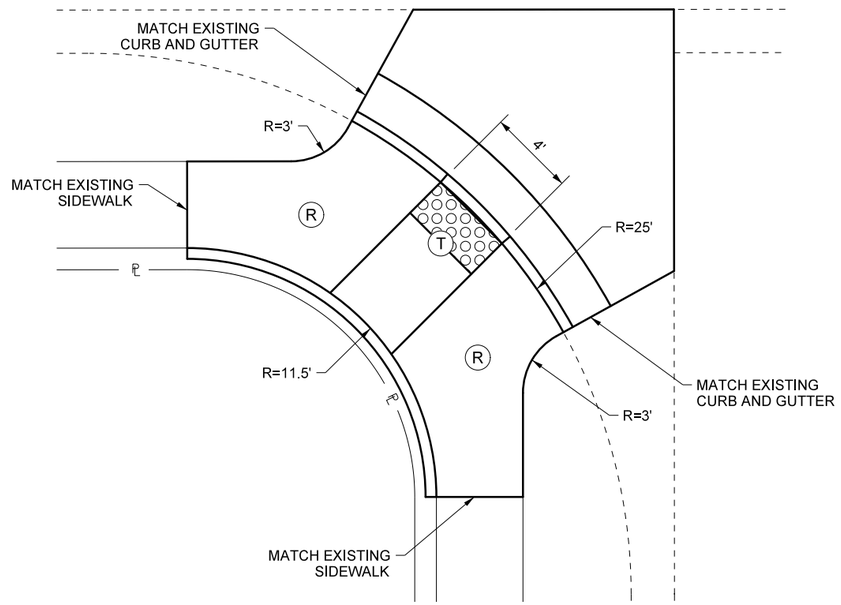
NW CORNER OF INTERSECTION 3875 SOUTH & REDWING ST



COMBINATION (APEX) RAMP NO. 15

NTS

NE CORNER OF INTERSECTION 3875 SOUTH & REDWING ST



PARALLEL (APEX) RAMP NO. 16

NTS

W CORNER OF INTERSECTION WHITEHALL DR & HIALEAH RD (NEAR LDS CHURCH)

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

REVISIONS: NO. | BY | DATE | REMARKS

DESIGN _____ CHECK _____ DRAWN _____ CHECK _____

PROFESSIONAL ENGINEER _____ DATE _____

DESIGN

2020 ASPHALT OVERLAY PROJECT

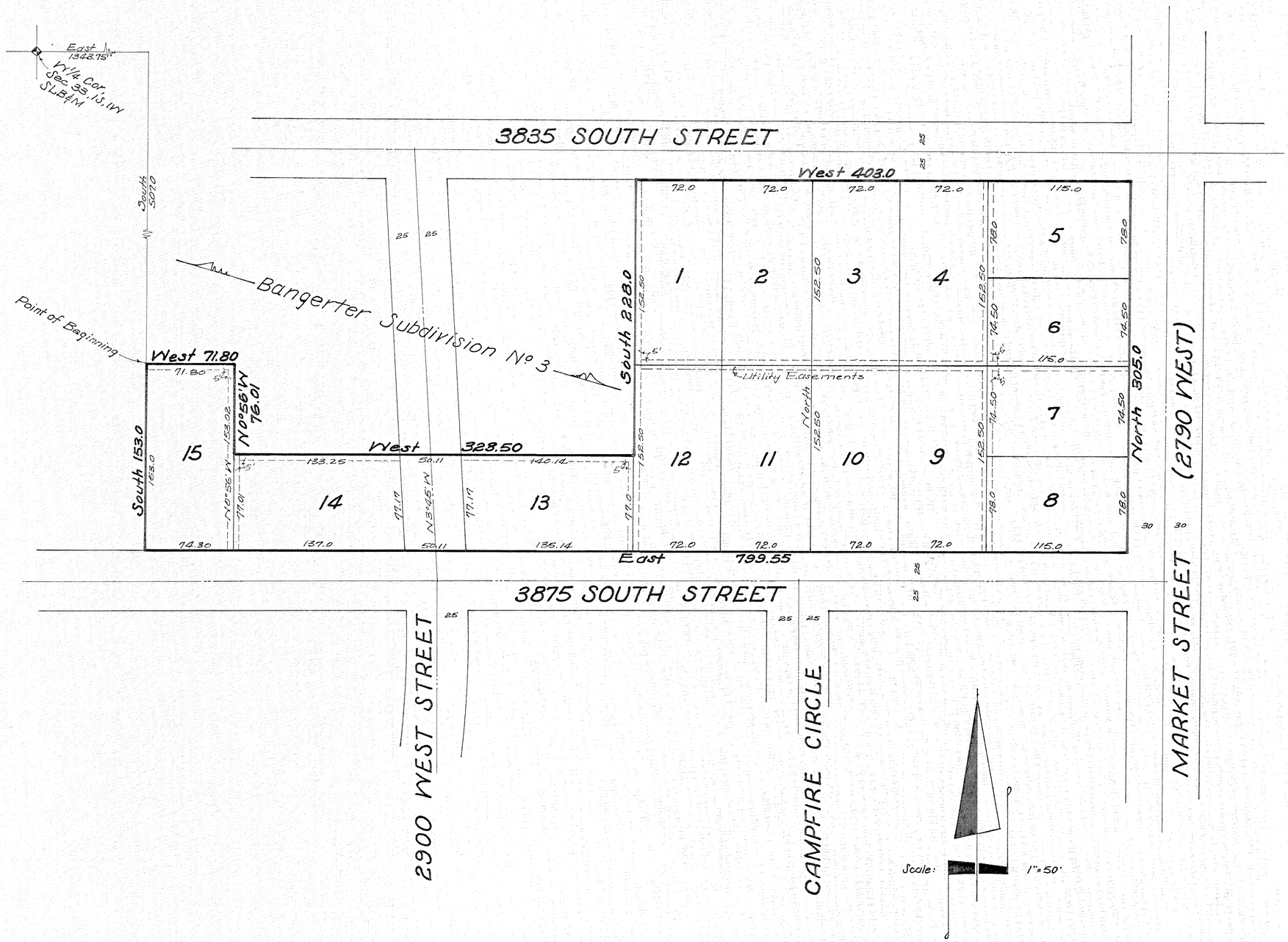
SCHEDULE NO. 7, 8, 10

DETAIL

PROJECT NUMBER WVC ENG CCR-453

SHEET NO. DT-4

1/16/2020 1:38:33 PM H:\ENGDIV\PROJECTS\2020 Asphalt Overlay Project\CADD\Drawings\Plan Set\DT-4 CCR-453.dgn



SURVEYOR'S CERTIFICATE

I, David I. Gardner, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 427, 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 Bangerter Subdivision No 4 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
East	1348.75	ft. and
South	507.0	ft. from the W 1/4 cor of Sec 33, T1S, R1W, SLB&M, & running thence
South	153.0	ft. thence
East	799.55	ft. thence
North	305.0	ft. thence
West	403.0	ft. thence
South	228.0	ft. thence
West	323.50	ft. thence
N0°56'W	76.01	ft. thence
West	71.80	ft. to the point of beginning.

2-10-60
DATE

David I. Gardner

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

BANGERTER SUB. #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 6th day of April A.D., 1960

William H. Bangerter

Isabelle B. Bangerter

Isabelle B. Bangerter (His Wife)

ACKNOWLEDGMENT

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

On the 6th day of April 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, two 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: Sept. 20, 1963

Anna Ellis Halstrom
NOTARY PUBLIC
RESIDING IN Salt Lake COUNTY

BANGERTER SUBDIVISION No. 4

A part of the SW1/4 of Sec 33, T1S, R1W

Salt Lake BASE & MERIDIAN

County Board of Health Approval

Approved this 31 day of March A.D. 1960, by the Salt Lake County Board of Health.

W. P. Adams
Acting director

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 23rd DAY OF February A.D., 19 60, BY THE _____ COUNTY PLANNING COMMISSION.

John T. Hill
CHAIRMAN, _____ CO. PLANNING COMM.

FORM APPROVED BY BOARD OF _____ COUNTY COMMISSIONERS.

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.

May 31st 1960
DATE

Roscoe Bodily
COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 7th DAY OF July A.D., 19 60

Deputy COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF Salt Lake COUNTY COMMISSIONERS THIS 6th DAY OF July A.D., 19 60, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: Wm Keddington
COUNTY CLERK

Lamont K. Gunderson
CHAIRMAN, BD. OF _____ CO. COMM.

RECORDED # 1725868

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF William H. Bangerter

DATE July 12 1960 TIME 2:08 P.M. BOOK V PAGE 33

NELLIE M. JACK, Recorder Salt Lake County, Utah

FEE $13.80

Frank A. Anastasos
COUNTY RECORDER
DEPUTY

NE¼ SW¼ 33-1S-1W

"SALT LAKE BLUE" IMPERIAL

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:

John T. Lund, Attorney-in-fact for John J Lund has signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 2861 West 3875 South (15-33-331-005).

BACKGROUND:

The John J Lund 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 for other properties in the neighborhood.

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 JOHN LUND FOR PROPERTY LOCATED AT 2861 WEST 3875 SOUTH.

WHEREAS, John Lund (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 2861 West 3875 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 15 day of June, 2020, John J. Lund (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.

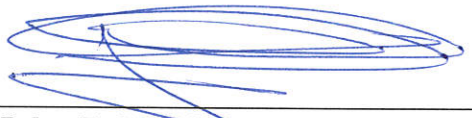
7. GRANTOR agrees to pay any and all taxes assessed against the Property up to the closing; however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the GRANTOR to pay all taxes. GRANTOR also agrees to pay any rollback 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.

8. Following completion of the City's work, the City shall restore the property described in Exhibit B to its condition as of the date of this Agreement.

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

(signatures follow)

GRANTOR
JOHN J. LUND



John T. Lund, Attorney-in-fact for John J Lund

State of UTAH)
:ss
County of SALT LAKE)

On this 15 day of JUNE, 2020, personally appeared before me John T. Lund, Attorney-in-fact for John J Lund, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she 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. #**15-33-331-005**

WARRANTY DEED

John J Lund, GRANTOR, hereby conveys and warrants 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 **2861 West 3875 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 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 24 of 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 10.50 feet along the east line of said lot; thence 16.49 feet along a curve to the left having a radius of 10.50 feet, chord bears North 45°00'00" West 14.85 feet; thence East 10.50 feet along the north line of said lot and 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 GRANTOR this _____ day of _____, 2020.

GRANTOR

_____

John T. Lund, Attorney-in-fact for John J Lund

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **John T. Lund, Attorney-in-fact for John J Lund,** 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.

_____
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: # **15-33-331-005**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **John J Lund,** 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 GRANTORS' land located at **2861 West 3875 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 easement are more particularly described as follows:
>
> Beginning at point South 10.50 feet from the Northeast Corner of Lot 24 of 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 of 1.00 foot along the east line of said lot; thence North 45°00'00" West 16.26 feet; thence East 1.00 foot along the north line of said lot; thence 16.49 feet along a curve to the right having a radius of 10.50 feet, chord bears South 45°00'00" East 14.85 feet to the POINT OF BEGINNING. Encompassing 42 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 hand of said GRANTOR this _____ day of _____, 2020.

GRANTOR

_____
John T. Lund, Attorney-in-fact for John J Lund

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **John T. Lund, Attorney-in-fact for John J Lund,** 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.

_____
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. #**15-33-331-005**

WARRANTY DEED

John J Lund, GRANTOR, hereby conveys and warrants 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 **2861 West 3875 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 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 24 of 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 10.50 feet along the east line of said lot; thence 16.49 feet along a curve to the left having a radius of 10.50 feet, chord bears North 45°00'00" West 14.85 feet; thence East 10.50 feet along the north line of said lot and 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 GRANTOR this 15TH day of JUNE, 2020.

GRANTOR

John T. Lund, Attorney-in-fact for John J Lund

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of JUNE, 2020, personally appeared before me **John T. Lund, Attorney-in-fact for John J Lund**, 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.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705428
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: # **15-33-331-005**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **John J Lund,** 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 GRANTORS' land located at **2861 West 3875 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 easement are more particularly described as follows:
>
> Beginning at point South 10.50 feet from the Northeast Corner of Lot 24 of 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 of 1.00 foot along the east line of said lot; thence North 45°00'00" West 16.26 feet; thence East 1.00 foot along the north line of said lot; thence 16.49 feet along a curve to the right having a radius of 10.50 feet, chord bears South 45°00'00" East 14.85 feet to the POINT OF BEGINNING. Encompassing 42 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 hand of said GRANTOR this 15TH day of JUNE, 2020.

GRANTOR

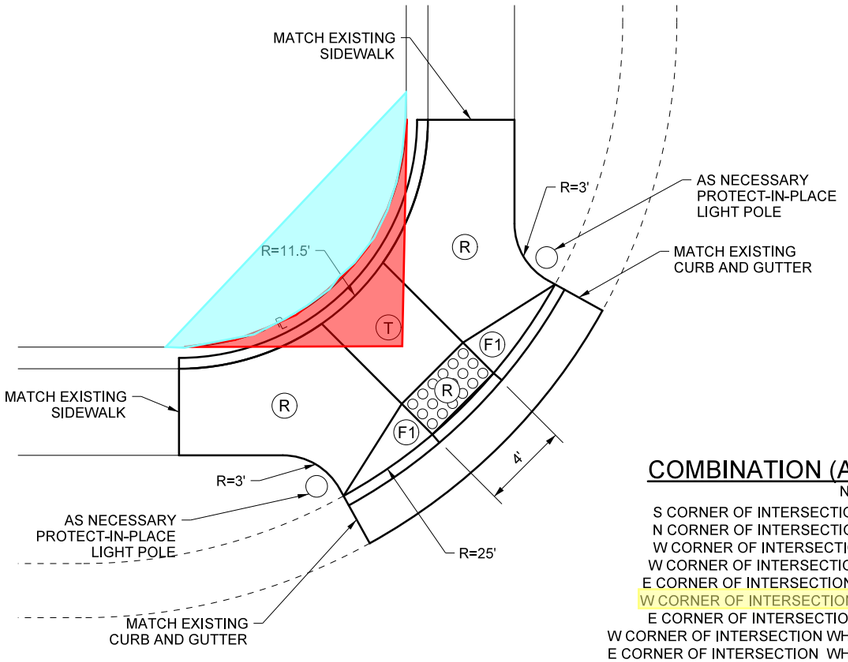
John T. Lund, Attorney-in-fact for John J Lund

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of JUNE, 2020, personally appeared before me **John T. Lund, Attorney-in-fact for John J Lund,** 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.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 708428
Commission Expires
MARCH 27, 2023
STATE OF UTAH

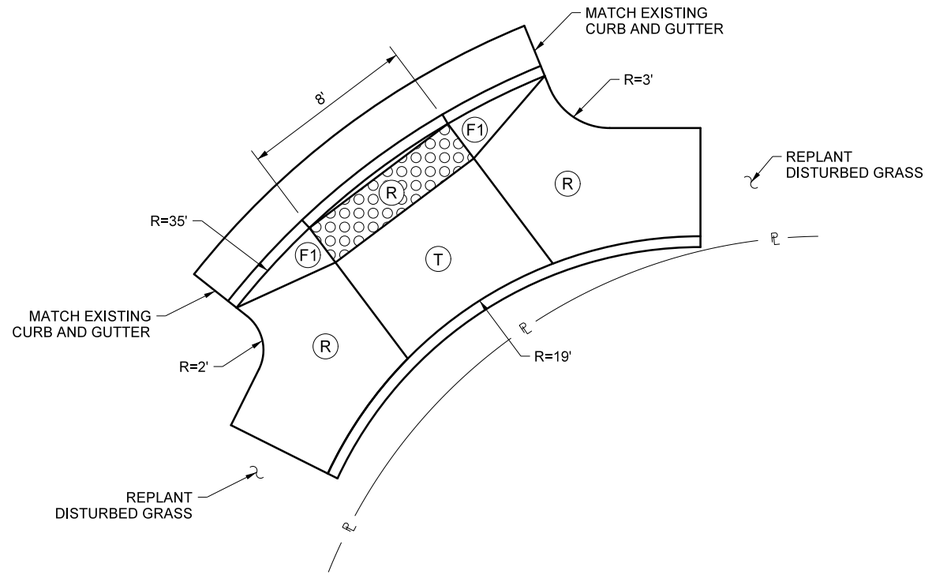
Notary Public



COMBINATION (APEX) RAMP NO. 5

NTS

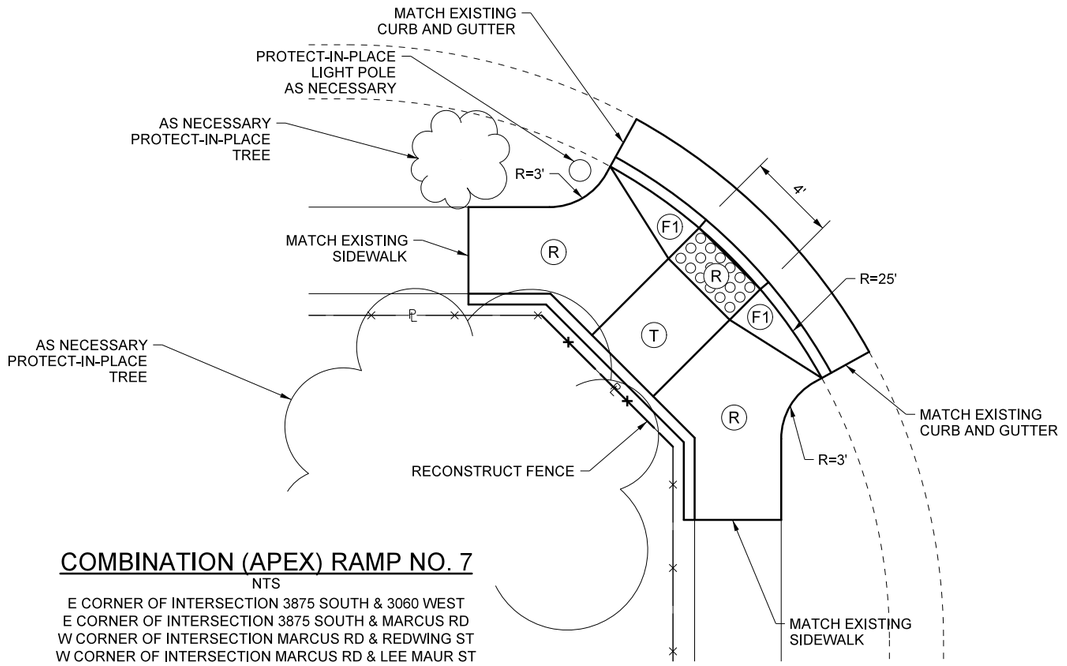
S CORNER OF INTERSECTION 3875 SOUTH & MARKET ST
N CORNER OF INTERSECTION 3875 SOUTH & MARKET ST
W CORNER OF INTERSECTION 3875 SOUTH & 3060 WEST
W CORNER OF INTERSECTION 3875 SOUTH & MARCUS RD
E CORNER OF INTERSECTION 3875 SOUTH & CAMPFIRE CIR
W CORNER OF INTERSECTION 3875 SOUTH & CAMPFIRE CIR
E CORNER OF INTERSECTION MARCUS RD & REDWING ST
W CORNER OF INTERSECTION WHITEHALL DR & SOUTHBOURNE WAY
E CORNER OF INTERSECTION WHITEHALL DR & SOUTHBOURNE WAY
W CORNER OF INTERSECTION WHITEHALL DR & HIALEA RD (EAST END)
E CORNER OF INTERSECTION WHITEHALL DR & HIALEA RD (EAST END)
E CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2905)



COMBINATION (APEX) RAMP NO. 6

NTS

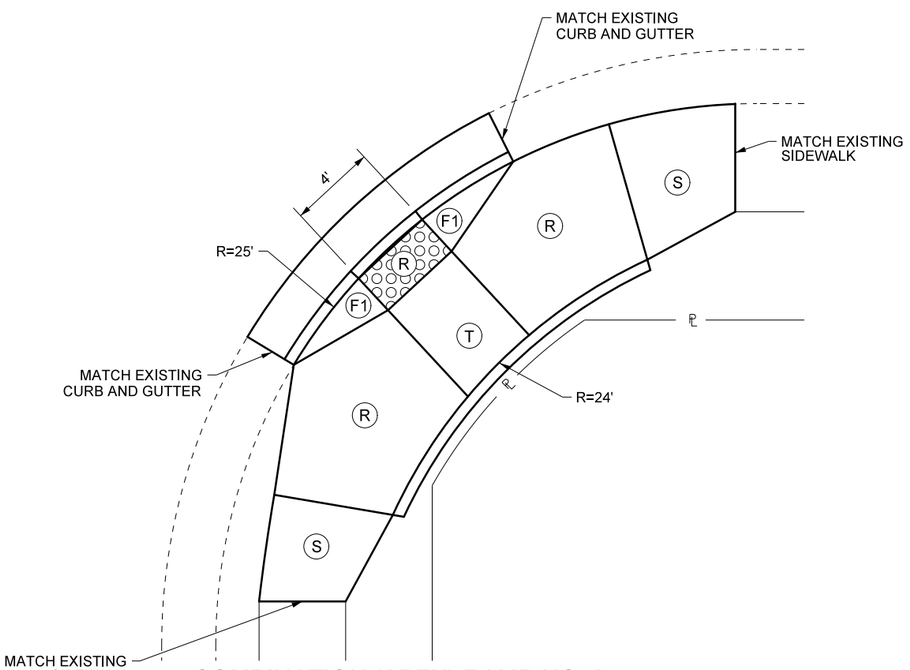
W CORNER OF INTERSECTION LANCER WAY & MARKET ST



COMBINATION (APEX) RAMP NO. 7

NTS

E CORNER OF INTERSECTION 3875 SOUTH & 3060 WEST
E CORNER OF INTERSECTION 3875 SOUTH & MARCUS RD
W CORNER OF INTERSECTION MARCUS RD & REDWING ST
W CORNER OF INTERSECTION MARCUS RD & LEE MAUR ST
E CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2915)
W CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2905)



COMBINATION (APEX) RAMP NO. 8

NTS

S CORNER OF INTERSECTION 3835 SOUTH & 3200 WEST

NO.	BY	DATE	REVISIONS
			REMARKS

DESIGN CHECK DRAWN CHECK

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

PROFESSIONAL ENGINEER DATE

DESIGN

2020 ASPHALT OVERLAY PROJECT

SCHEDULE NO. 2, 4, 6, 7, 9, 10

DETAIL

PROJECT NUMBER WVC ENG CCR-453

SHEET NO. DT-2

1/16/2020 1:38:12 PM H:\ENGDIV\PROJECTS\2020 Asphalt Overlay Project\CADD-awings\Plan Set\DT-2 CCR-453.dgn



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.	260.153'	TO THE POINT OF BEGINNING

JUNE, 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 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 22nd 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.

Sept. 6, 1960
DATE

Ernest M. Blakemore
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

3525
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:	$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 from Karen H. Hortin and Jason W. Hortin.

SYNOPSIS:

Karen H. Hortin and Jason W. Hortin have signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 2894 W. Marcus Road (15-33-331-004).

BACKGROUND:

The Karen H. Hortin and Jason W. Hortin 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 for other properties in the neighborhood.

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 KAREN AND JASON HORTIN FOR PROPERTY LOCATED AT 2894 WEST MARCUS ROAD.

WHEREAS, Robert and Evelyn Partner (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 2894 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 15TH day of JUNE, 2020, Karen H. Hortin and Jason W. Hortin (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
KAREN H. HORTIN

Karen H. Hortin

JASON W. HORTIN

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of JUNE, 2020, personally appeared before me Karen H. Hortin and Jason W. Hortin, 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

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. #**15-33-331-004**

WARRANTY DEED

Karen H. Hortin and Jason W. Hortin, 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 **2894 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 southwest corner of Lot 20, of 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 18°00'00" East a 10.50 feet; thence 16.49 feet along a curve to the left having a radius of 10.50 feet, chord bears South 27°00'00" East 14.85 feet; thence North 72°00'00" West 10.50 feet to the POINT OF BEGINNING. Containing 24 square feet, more of 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

Karen H. Hortin

GRANTOR

Jason W. Hortin

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Karen H. Hortin** and **Jason W. Hortin,** 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: #**15-33-331-004**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Karen H. Hortin and Jason W. Hortin, 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 **2894 West 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 described as follows:
>
> Beginning at a point which is North 18°00'00" East 10.50 feet from the southwest corner of Lot 20, of 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 18°00'00" East 1.00 foot; thence South 27°00'00" East 16.26 feet; thence North 72°00'00" West a distance of 1.00 foot; thence 16.49 feet along a curve to the right having a radius of 10.50 feet, chord bears North 27°00'00" West 14.85 feet to the POINT OF BEGINNING. Encompassing 43 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

_____
Karen H. Hortin

GRANTOR

_____
Jason W. Hortin

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Karen H. Hortin** and **Jason W. Hortin,** 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. #**15-33-331-004**

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 15 day of June, 2020.

GRANTOR

Karen H. Hortin

Karen H. Hortin

GRANTOR

Jason W. Hortin

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of JUNE, 2020, personally appeared before me **Karen H. Hortin** and **Jason W. Hortin,** 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: #**15-33-331-004**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Karen H. Hortin and Jason W. Hortin, 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 **2894 West Marcus Road**, for construction and replacement of improvements, said easement being 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

Karen H Hortin
Karen H. Hortin

GRANTOR

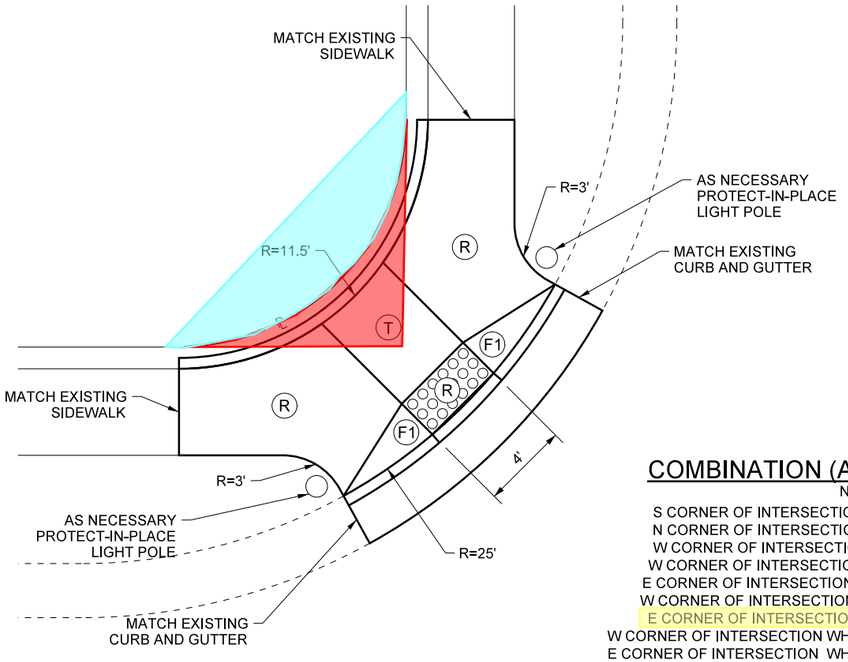
J W Hortin
Jason W. Hortin

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of JUNE, 2020, personally appeared before me **Karen H. Hortin** and **Jason W. Hortin,** 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

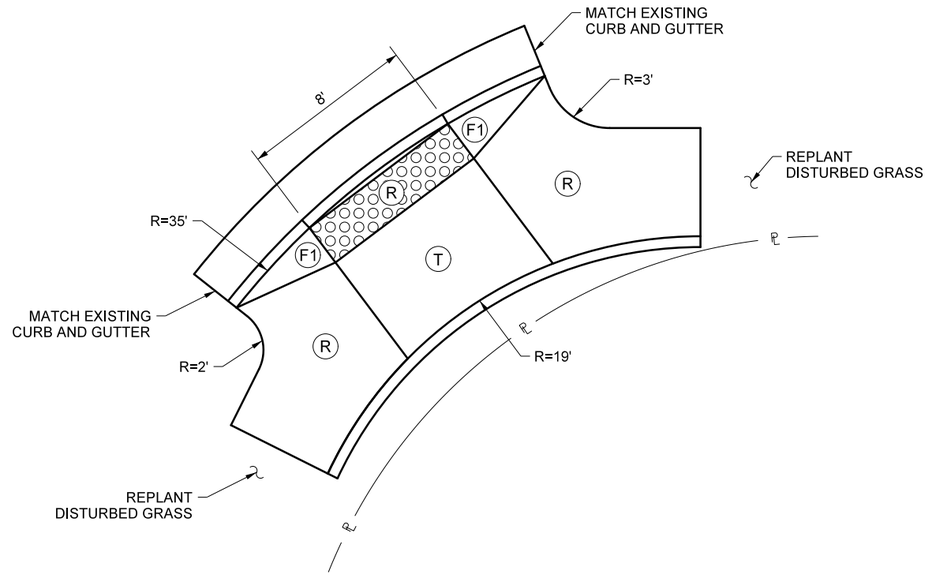
Notary Public



COMBINATION (APEX) RAMP NO. 5

NTS

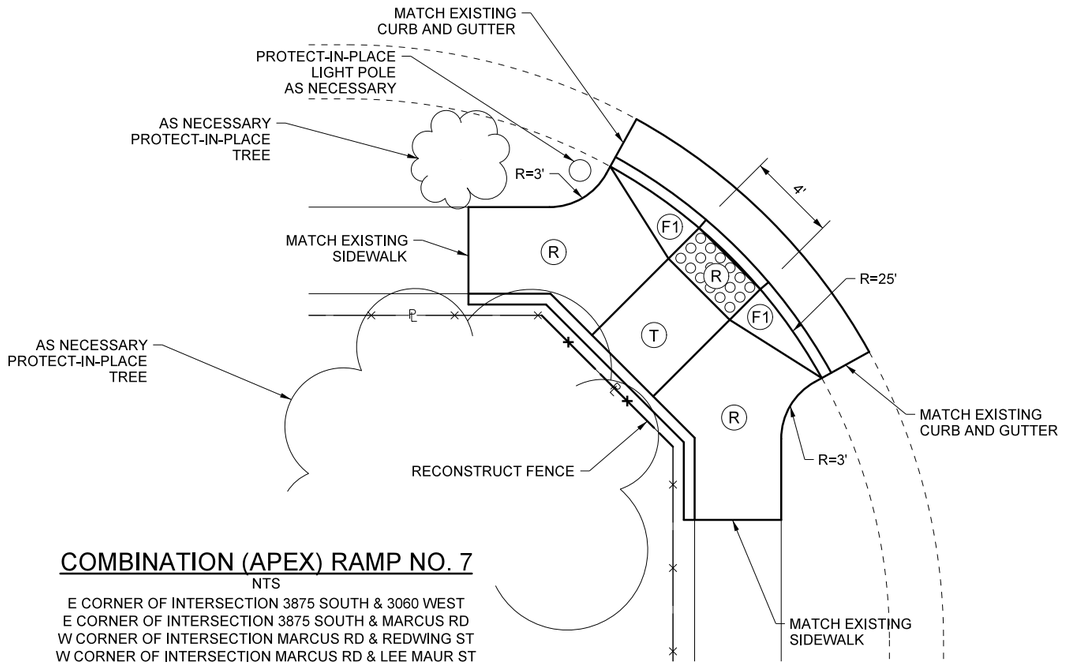
S CORNER OF INTERSECTION 3875 SOUTH & MARKET ST
N CORNER OF INTERSECTION 3875 SOUTH & MARKET ST
W CORNER OF INTERSECTION 3875 SOUTH & 3060 WEST
W CORNER OF INTERSECTION 3875 SOUTH & MARCUS RD
E CORNER OF INTERSECTION 3875 SOUTH & CAMPFIRE CIR
W CORNER OF INTERSECTION 3875 SOUTH & CAMPFIRE CIR
E CORNER OF INTERSECTION MARCUS RD & REDWING ST
W CORNER OF INTERSECTION WHITEHALL DR & SOUTHBOURNE WAY
E CORNER OF INTERSECTION WHITEHALL DR & SOUTHBOURNE WAY
W CORNER OF INTERSECTION WHITEHALL DR & HIALEA RD (EAST END)
E CORNER OF INTERSECTION WHITEHALL DR & HIALEA RD (EAST END)
E CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2905)



COMBINATION (APEX) RAMP NO. 6

NTS

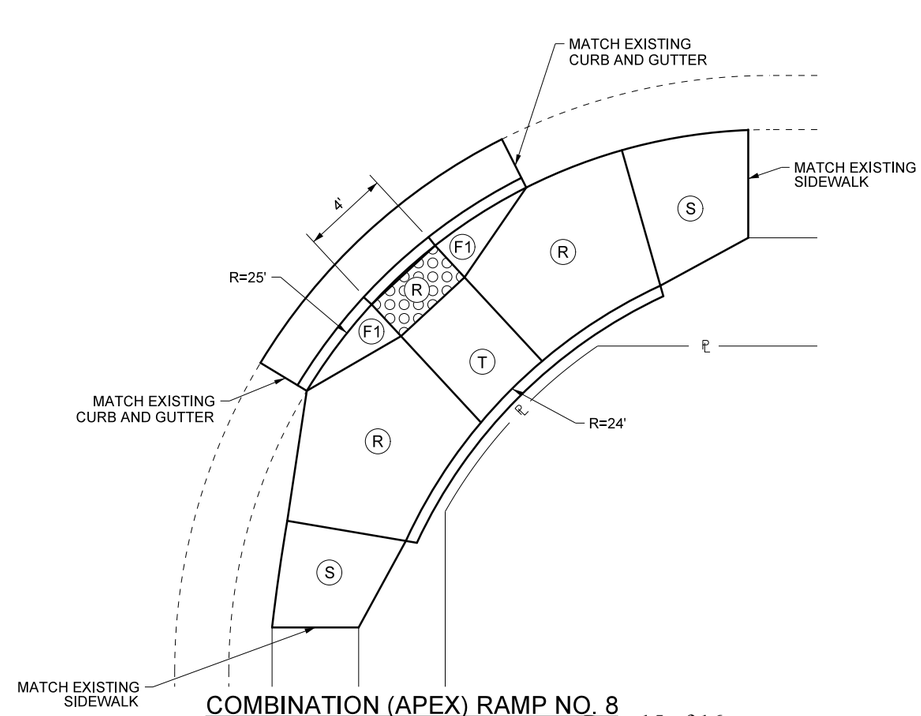
W CORNER OF INTERSECTION LANCER WAY & MARKET ST



COMBINATION (APEX) RAMP NO. 7

NTS

E CORNER OF INTERSECTION 3875 SOUTH & 3060 WEST
E CORNER OF INTERSECTION 3875 SOUTH & MARCUS RD
W CORNER OF INTERSECTION MARCUS RD & REDWING ST
W CORNER OF INTERSECTION MARCUS RD & LEE MAUR ST
E CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2915)
W CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2905)



COMBINATION (APEX) RAMP NO. 8

NTS

S CORNER OF INTERSECTION 3835 SOUTH & 3200 WEST

REVISIONS			
NO.	BY	DATE	REMARKS

DESIGN __ CHECK __
DRAWN __ CHECK __

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

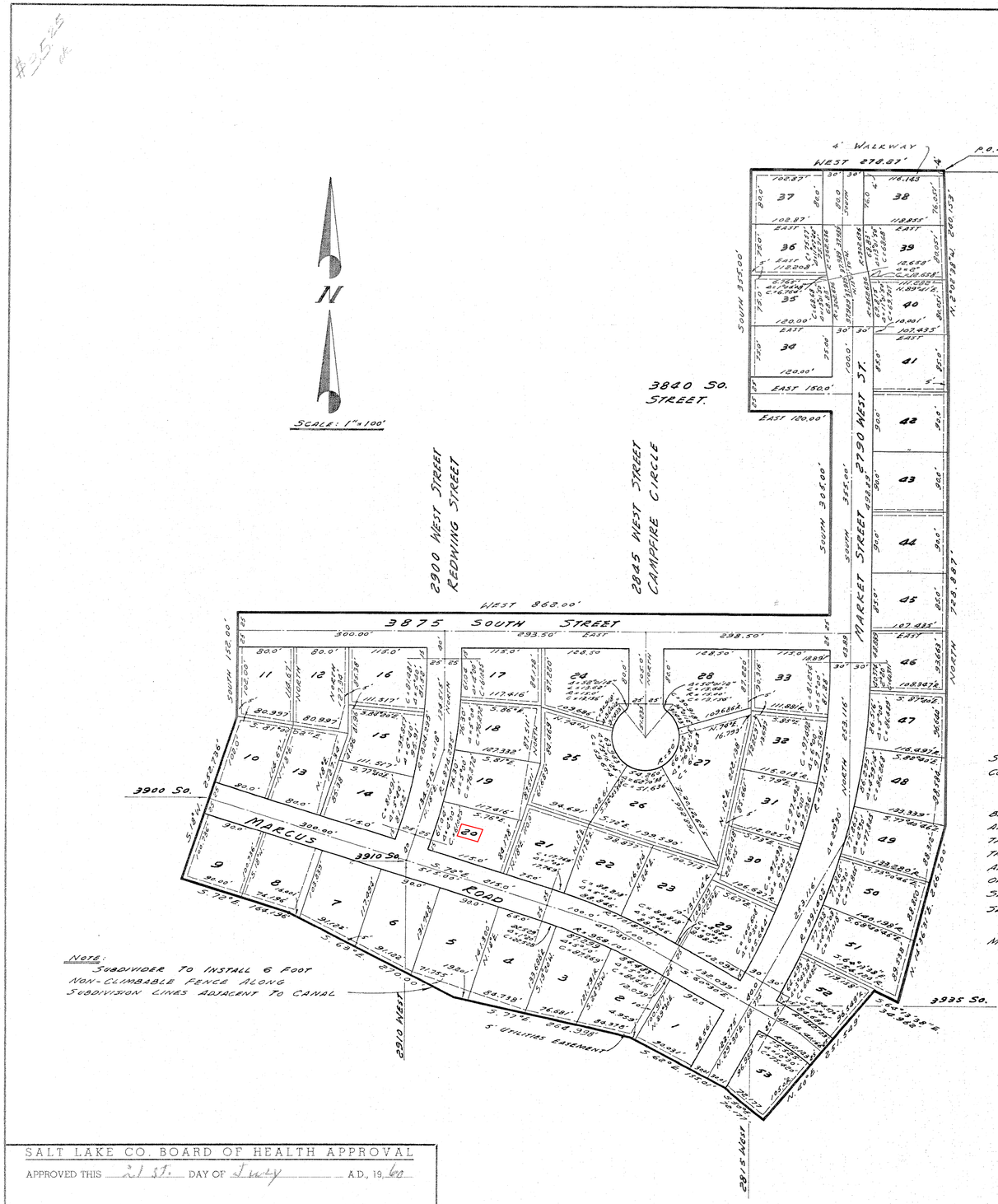
PROFESSIONAL ENGINEER DATE

DESIGN

2020 ASPHALT OVERLAY PROJECT
SCHEDULE NO. 2, 4, 6, 7, 9, 10
DETAIL
PROJECT NUMBER WVC ENG CCR-453

SHEET NO. DT-2

1/16/2020 1:38:12 PM H:\ENGDIV\PROJECTS\2020 Asphalt Overlay Project\CADD-awings\Plan Set\DT-2 CCR-453.dgn



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.	155.01'	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.	260.153'	TO THE POINT OF BEGINNING

JUNE, 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 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 22nd 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.

Sept. 6, 1960
DATE

Ernest M. Blomquist
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

3525
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