The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, March 16, 2021, at 6:30 PM.

Pursuant to Utah Code Ann. § 52-4-207(4), West Valley City has determined that this meeting will be held electronically without an anchor location given the ongoing Novel Coronavirus (COVID-19) pandemic. West Valley City has determined the pandemic presents a substantial risk to the health and safety of those who may be present at an anchor location. 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 March 16, 2021.

A G E N D A

1. Call to Order

2. Roll Call

3. Inside the City Video Series

4. Special Recognitions

5. Approval of Minutes:

   A. March 9, 2021

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. All comments shall be directed to the Mayor. No

- 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.

person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

7. Resolutions:

A. 21-37: Approve a Memorandum of Understanding ("MOU") Between West Valley City and the Federal Bureau of Investigation (FBI) to Join the Joint Terrorism Task Force

8. Consent Agenda:

A. Reso. 21-38: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From Joe and Frederica Ramos for Property Located at 4171 South 2735 West

B. Reso. 21-39: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From Swank and Ream Heng for Property Located at 2719 West 4270 South

C. Reso. 21-40: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From John and Cecilia Trujillo for Property Located at 4233 South 2735 West

D. Reso. 21-41: Authorize the City to Approve a Delay Agreement with Kilgore Companies, LLC to Delay Certain Improvements at 6831 West 5400 South

9. Motion for Closed Session (if necessary)

10. Adjourn

MINUTES OF COUNCIL REGULAR MEETING MARCH 9, 2021
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, MARCH 9, 2021, AT 6:30 P.M. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE MEETING WAS HELD ELECTRONICALLY.

THE FOLLOWING MEMBERS WERE PRESENT ELECTRONICALLY:

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

ABSENT:

Tom Huynh, Councilmember District 1
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT ELECTRONICALLY:

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

INSIDE THE CITY VIDEO SERIES
A video providing information about the Fire Department was displayed.

APPROVAL OF MINUTES OF REGULAR MEETING HELD MARCH 2, 2021

DRAFT

The Council considered the Minutes of the Regular Meeting held March 2, 2021. There were no changes, corrections or deletions.

Councilmember Lang moved to approve the Minutes of the Regular Meeting held March 2, 2021. Councilmember Christensen seconded the motion.

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

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Jim Vesock stated that he recently joined the West Valley City Family Fitness Center. He indicated he was surprised that the senior rate is 62 and not 55 as it is with other facilities.

B. **CITY MANAGER COMMENTS**

Wayne Pyle, City Manager, had no comments.

C. **CITY COUNCIL COMMENTS**

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

PUBLIC HEARINGS

A. **ACCEPT PUBLIC COMMENT REGARDING APPLICATION GPZ-1-2021, FILED BY ALEX WINDER, REQUESTING A GENERAL PLAN CHANGE FROM COMMERCIAL/OFFICE AND OFFICE/EDUCATION TO LIGHT MANUFACTURING AND A ZONE CHANGE FROM C-2 (GENERAL COMMERCIAL) TO LI (LIGHT INDUSTRIAL) FOR PROPERTY LOCATED AT 5718 WEST 3500 SOUTH**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled March 9, 2021, in order for the City Council to hear and consider public comments regarding application GPZ-1-2021, filed by Alex Winder, requesting a General Plan Change from Commercial/Office and Office/Education to Light Manufacturing and a Zone Change from C-2 (General Commercial) to LI (Light Industrial) for property located at 5718 West 3500 South.

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

> The applicant is proposing to develop the subject property as flex space with 80 to 90% warehouse space and 10 to 20% office. The current C-2 zone allows a building with up to 50% warehouse with the balance being office. The proposed LI zone allows for a building to be 100% warehouse. Access to the property is gained through two easements – one from the east going through the Alpine Storage property to 5600 West and the other to the south

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connecting to 3500 South.

One of the design standards in the LI zone is that "Overhead doors shall not be oriented toward High-Image Arterial Streets..." The Mountain View Corridor is one of the High-Image Arterial Streets and the proposed building does have overhead doors that face the Mountain View Corridor. The proposed development agreement accompanying this General Plan/zone change allows for a limited amount of overhead doors along the west side of the building in exchange for additional design features.

Mayor Bigelow opened the Public Hearing.

Alex Winder stated that he is available for questions. He indicated that it was difficult to find a good use for this particular property and he feels this will address a needed market.

Jim Vesock stated that he feels this will be a good use for the property and agreed that it is needed in the City.

Mayor Bigelow closed the Public Hearing.

ACTION: ORDINANCE NO. 21-09, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM COMMERCIAL/OFFICE AND OFFICE/EDUCATION TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 5718 WEST 3500 SOUTH ON 5.35 ACRES

The City Council previously held a public hearing regarding proposed Ordinance 21-09 that would amend the General Plan show a change of land use from Commercial/Office and Office/Education to Light Manufacturing for property located at 5718 West 3500 South on 5.35 Acres.

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

Councilmember Lang moved to approve Ordinance 21-09.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Christensen	Yes

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Mr. Nordfelt	Yes
Mayor Bigelow	No

Majority.

ACTION: ORDINANCE NO. 21-10, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5718 WEST 3500 SOUTH ON 5.35 ACRES FROM C-2 (GENERAL COMMERCIAL) TO LI (LIGHT INDUSTRIAL)

The City Council previously held a public hearing regarding proposed Ordinance 21-10 that would amend the Zoning Map to show a Change of Zone for property located at 5718 West 3500 South on 5.35 acres from C-2 (General Commercial) to LI (Light Industrial).

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

Councilmember Buhler moved to approve Ordinance 21-10.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	No

Majority.

ACTION: RESOLUTION NO. 21-35, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH LIFETIME HOLDINGS, LLC, WINDER PROPERTIES, LLC, THE KELLER FAMILY TRUST, AND PARKER DAVIDSON FOR APPROXIMATELY 5.35 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5718 WEST 3500 SOUTH

Mayor Bigelow discussed proposed Resolution 21-35 that would authorize the City to enter into a Development Agreement with Lifetime Holdings, LLC, Winder Properties, LLC, the Keller Family Trust, and Parker Davidson for approximately 5.35 Acres of property located at approximately 5718 West 3500 South.

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

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Alex Winder has submitted an application (GPZ-1-2021) on property at 5718 West 3500 South to change the General Plan from commercial/office and office/education to light manufacturing and the zoning from C-2 to LI. If approved, Mr. Winder intends to develop the site as flex space with 80 to 90% warehouse space and 10 to 20% office. This agreement would allow overhead doors along the west façade subject to certain design requirements.

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 21-35.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

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

Unanimous.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, MARCH 9, 2021 WAS ADJOURNED AT 6:45 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, March 9, 2021.

_____
Nichole Camac, CMC

DRAFT

City Recorder

DRAFT

Item: Joint Terrorism Task Force (JTFF) MOU
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into an agreement with other local and federal law enforcement agencies as part of the Joint Terrorism Taskforce (JTTF).

SYNOPSIS:

In an effort to leverage the collective resources for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals. Law enforcement agencies of the greater Salt Lake Valley, State and Federal agencies have united efforts and resources to form the Joint Terrorism Taskforce (JTTF). The Police Department seeks to assign one (1) investigator to this position. This agreement clarifies the responsibilities of participating agencies to establish the groundwork for the administration and operation of the taskforce.

BACKGROUND:

This task force is authorized to coordinate intelligence, investigative, and operational responses to various criminal, cyber and national security threats, attacks, and intrusions pursuant to various statutory and executive authorities.

RECOMMENDATION:

It is recommended that the Council approve the agreement for the Joint Terrorism Taskforce (JTTF).

SUBMITTED:

Colleen Jacobs, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN WEST VALLEY CITY ("CITY") AND THE FEDERAL BUREAU OF INVESTIGATION (FBI) TO JOIN THE JOINT TERRORISM TASK FORCE.

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled "Interlocal Cooperation Act," provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, The West Valley City Police Department desires to coordinate with the FBI as part of the Joint Terrorism Task Force (JTTF).

WHEREAS, The FBI desires to coordinate with the West Valley City Police Department.

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the MOU between the City and the FBI;

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

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute any further documents required for under the terms of the MOU.

PASSED, APPROVED, AND MADE EFFECTIVE this _____ day of _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

SALT LAKE CITY DIVISION

JOINT TERRORISM TASK FORCE (JTTF)

Standard Memorandum of Understanding

Between

THE FEDERAL BUREAU OF INVESTIGATION

and

West Valley City Police Department

(the "Participating Agency")

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Participating Agency. The FBI and the Participating Agency are also referred to herein individually as a Party or collectively as the Parties.

AUTHORITIES

The FBI is authorized to coordinate intelligence, investigative, and operational responses to various criminal, cyber, and national security threats, attacks, and intrusions pursuant to various statutory and executive authorities. These include 28 U.S.C. § 533, 42 U.S.C. § 3771, 28 C.F.R. 0.85, Executive Order 12333, as amended, the Attorney General Section 905 Guidelines Regarding Disclosure of Foreign Intelligence Acquired in a Criminal Investigation (September 23, 2002) (AGG-DOM), Annex II to NSPD-46/HSPD-15; NSPD-54/HSPD-23 and 18 U.S.C. § 1030, 50 U.S.C. § 1801, et seq.

PURPOSE/PREAMBLE

This MOU is to formalize the relationship between the FBI and the Participating Agency in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations. For purposes of this MOU, all mentions of JTTF also include the National Joint Terrorism Task Force (NJTTF).

This MOU delineates the responsibilities and commitments of the FBI and the Participating Agency in the Salt Lake City JTTF.

This MOU is not intended to, and should not be construed to, create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent agency, the United States, or the officers, employees, agents, or other associated personnel thereof.

This document nor its contents may be released without prior authorization of FBI Headquarters.

MISSION

The mission of the JTTF is to leverage the collective resources of the Parties for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF participating agencies.

SUPERVISION AND CONTROL

- All JTTF personnel, once on-board, will be under the supervision of the FBI while working on the JTTF to which they are assigned.
- Overall command and management of the JTTF shall be the responsibility of the NJTTF Section Chief (SC) and his/her designee at the level of FBI Headquarters (FBIHQ) or the Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) of the FBI field office to which the JTTF personnel are assigned, and his/her designee.
- All guidance on investigative matters handled by the JTTF will be issued by the Attorney General (AG) or the FBI. The FBI will make available to the Participating Agency applicable guidelines and policies, including the AGG-DOM and the FBI's Domestic Investigations and Operations Guide (DIOG).
- The ADIC, SAC or the SC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the JTTF. Staffing issues are the responsibility of the FBI chain of command.
- In order to comply with Presidential Directives, the policy and program management of the JTTF is the responsibility of FBI Headquarters (FBIHQ). The operational chain of command beginning at the highest level, in each JTTF will be as follows: ADIC (if assigned), SAC or SC, Assistant Special Agent in Charge (ASAC) or Unit Chief (UC), and JTTF SSAs.
- Each FBI ADIC, SAC, or SC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the JTTF. Operational activities will be supervised by FBI JTTF SSAs. Staffing issues are the responsibility of the FBI chain of command.
- The relevant FBI JTTF SSA will be responsible for opening, monitoring, directing, and closing JTTF investigations in accordance with existing FBI policy and the applicable United States AG Guidelines.
- Assignments of cases to personnel will be based on, at a minimum, experience, training, and performance in addition to the discretion of the relevant JTTF SSA.

STAFFING COMMITMENT AND RESPONSIBILITIES

- In light of the significant cost and effort in on-boarding new JTTF personnel, as well as the need for continuity to successfully combat national security, criminal, and cyber threats, attacks, and intrusions, the Participating Agency agrees to provide its personnel to the FBI JTTF for a period of at least two (2) years. This MOU imposes no maximum limit as to the time that any individual may remain on the JTTF. The FBI retains discretion over the length of service of JTTF personnel, in coordination with the Participating Agency.

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- During periods of heightened threats and emergencies, the JTTF may need to operate 24-hours a day for an extended period of time. To function properly, the JTTF depends upon the unique contributions of each Participating Agency. During these periods, all JTTF personnel are expected to support JTTF activities unless released to the Participating Agency.
- Due to the operational needs of the JTTF, assignment of full time JTTF personnel to special details or duties for their home agency outside the JTTF by the Participating Agency must be coordinated with the relevant JTTF SSA.
- Although JTTF personnel will report to his/her Participating Agency for non-investigative administrative matters, leave requests will be coordinated with the JTTF SSA to ensure staffing availability.
- JTTF personnel must adhere to the FBI's ethical standards and the Supplemental Standards of Ethical Conduct for employees of the Justice Department, and the same rules and regulations as FBI employees with regard to security policies, conduct and activities while in FBI space, the handling of FBI property, the operation of FBI vehicles, and the conduct of JTTF business.
- Continued assignment to the JTTF will be in coordination with the ADIC or SAC and the Participating Agency. The FBI ADIC, SAC or SC retains the discretion to remove any JTTF personnel from the JTTF.
- JTTF personnel are subject to removal from the JTTF by the FBI for any violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, any other applicable agreements, rules, and regulations, or at the discretion of the FBI.
- JTTF personnel must sign an acknowledgment of their respective roles and responsibilities before coming on-board.
- All JTTF personnel are required to attend FBI legal training in compliance with FBI regulations and any other training deemed mandatory and/or necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Participating Agency will bear the costs of its training required of its own employees.
- The participation of other federal, state, local, tribal, and territorial partners on the JTTF is critical to the long-term success of the endeavor. Due to congressionally mandated reporting, articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all JTTF personnel will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.
- The Participating Agency will ensure that detailed JTTF personnel are medically qualified according to the agency's standards to perform JTTF duties, including law enforcement duties, functions, and responsibilities.

DEFINITION OF JTTF PERSONNEL

As used in this MOU, the term "JTTF personnel" means and includes Task Force Officer, Task Force Member, and Task Force Participant, as those terms are defined in DIOG section 3. This section of the DIOG is available should it be requested.

This document nor its contents may be released without prior authorization of FBI Headquarters.

DEPUTATION

State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the JTTF must be federally deputized under Title 18 of the USC while assigned to the JTTF. The FBI may likewise require federal LEOs who serve on the JTTF to be deputized while assigned to the JTTF. The FBI will secure the required authorization for deputations, as needed.

Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the JTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

SECURITY CLEARANCE

JTTF personnel may be required to handle sensitive and classified information, have access to classified systems, and/or have access to secure office space. Therefore, JTTF personnel must be eligible to obtain and maintain an appropriate security clearance, up to and including Top Secret and access to Sensitive Compartmentalized Information (SCI) in accordance with the FBI's Security Division Policies.

All JTTF personnel will execute non-disclosure agreements deemed necessary by the FBI for the protection of classified and sensitive information, including but not limited to an SF-312, Classified Nondisclosure Agreement. Supervisors in the Participating Agency responsible for the JTTF personnel may only be provided with classified information if they have the appropriate security clearance to receive the classified information and the requisite "need to know."

All members of the JTTF must certify they have not failed a FBI polygraph at any time. If a potential JTTF member has at one time failed a FBI polygraph, they are not eligible to be in FBI space and, therefore, not eligible to be a member of the task force.

DEADLY FORCE POLICY

Non-FBI JTTF personnel will follow the Participating Agency's policy concerning the use of deadly force.

Less-than-Lethal Devices

- Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in JTTF operations must be made aware of and adhere to the policy and its limits on DOJ officers.
- The Participating Agency of each individual assigned to the JTTF will ensure the agency's policies and procedures for use of any less-than-lethal device that will be carried by JTTF personnel are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.
- The Participating Agency of each individual assigned to the JTTF will ensure that, while the individual is participating in FBI-led JTTF operations in the capacity of JTTF personnel, the individual will carry only less-than-lethal devices the Participating Agency has issued

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to the individual, and on which the individual has been trained, in accordance with the agency's policies and procedures.

COORDINATION

Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTF. The Participating Agency will not knowingly act unilaterally on any matter affecting the JTTF. The Parties agree the matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the Participating Agency. All law enforcement actions will be coordinated and cooperatively carried out.

The JTTF's criminal investigative procedures will conform to the requirements of the FBI and for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

All media releases involving JTTF matters will be conducted by the FBI. No press release involving a JTTF matter will be issued without prior FBI approval.

CONFIDENTIAL HUMAN SOURCES

- The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-JTTF personnel will be limited to those situations where it is essential to the effective performance of the JTTF, and only after approval by an FBI supervisory employee. These disclosures will be consistent with applicable FBI guidelines.
- Non-FBI JTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the JTTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
- In those instances where the Participating Agency provides a CHS, the FBI may, at the discretion of the SAC and in coordination with the Participating Agency, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
- The United States AG Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all CHSs opened and operated in furtherance of FBI JTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
- Operation, documentation, and payment of any CHS opened and operated in furtherance of a JTTF investigation must be in accordance with the United States AG Guidelines, regardless of whether the handling agency is an FBI JTTF Participating Agency. Documentation of state, county, or local CHSs opened and operated in furtherance of JTTF investigations shall be maintained at an agreed upon location.
- All JTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. The Participating Agency may be requested to enter into an additional agreement if an employee of the Participating Agency is assigned duties which require the officer to act in an undercover capacity.

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INFORMATION SHARING/REPORTS AND RECORDS

- All investigative and intelligence reporting will be prepared and disseminated in compliance with FBI policy, as set forth in DIOG section 14. Subject to any legal or policy restrictions, copies of documents created for a JTTF matter based upon information obtained from participation on the JTTF by any JTTF personnel will be considered to be federal documents under the control of the FBI and shall be maintained in accordance with FBI records management policy and applicable law. All JTTF materials and investigative records, including any MOUs, originate with, belong to, and will be maintained by the FBI.
- All information learned during the course of a JTTF investigation is subject to FBI information sharing policies and may not be disclosed outside of the FBI without the approval of the FBI JTTF Supervisor. Like any FBI employee, JTTF personnel may not disclose any FBI or JTTF -related information outside of the FBI, including any disclosure to the Participating Agency, without the prior approval of the FBI JTTF SSA.
- All JTTF materials and investigative records originate with, belong to, and will be maintained by the FBI, to include but not limited to: MOUs, interview reports (i.e. FD-302), interview notes, surveillance logs, subpoenaed records, or other investigative information. All information generated in the course of investigations by the JTTF will be controlled solely by the FBI and may only be removed from FBI space with the approval of the JTTF SSA. All official records and information will be kept in accordance with established FBI records management and retention policies.
- JTTF personnel are strictly prohibited from disclosing any unclassified information to individuals without a need to know. Like any FBI employee, JTTF personnel are strictly prohibited from disclosing any classified information to individuals who do not possess the appropriate security clearance and a need to know. The Participating Agency agrees to have JTTF personnel sign an FD-868 (Nondisclosure Agreement for Joint JTTF Members, Contractors, Detailees, Assignees, and Interns). This action obligates an individual participating in the JTTF, who is accepting a position of special trust with access to classified and otherwise sensitive information, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- JTTF information may identify individuals whose information may be protected by the Privacy Act of 1974 and "United States persons" whose information may be protected by Executive Order 12333 (as amended or any successor thereto). All such information shall be handled lawfully pursuant to the provisions thereof.
- JTTF personnel may be required to handle and process Protected Critical Infrastructure Information, as defined by law and regulated by the U.S. Department of Homeland Security (DHS). All JTTF personnel will use and disclose DHS PCII in accordance with applicable law and regulation.
- JTTF personnel must also comply with all applicable dissemination restrictions when sharing information with non-JTTF individuals. Such restrictions include but are not limited to classification rules, grand jury information, foreign government information, and any originator controlled caveats.
- The FBI and the Participating Agency will immediately report to each other every instance wherein data received from each other is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

This document nor its contents may be released without prior authorization of FBI Headquarters.

- The FBI and the Participating Agency agree to abide by the DOJ Privacy, Civil Rights, and Civil Liberties Protection Policy for the Information Sharing Environment (January 25, 2010) to the extent that any JTTF-related information is covered by that policy. At a minimum, the FBI and Participating Agency shall notify each other of any erroneous disclosure of information concerning a U.S. citizen or legal permanent resident alien and take reasonable steps to correct such error.

SALARY/OVERTIME COMPENSATION/FUNDING

- Subject to funding availability and legislative authorization, the FBI may reimburse the Participating Agency for the cost of overtime worked by deputized non-federal LEOs assigned full time to the JTTF, provided overtime expenses were incurred as a result of JTTF related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the Participating Agency, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Participating Agency overtime provisions.
- The Participating Agency JTTF personnel will each report to his or her respective agency for personnel administrative matters. The Participating Agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to an FBI JTTF.
- The FBI will provide office space for all JTTF personnel members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment.
- The introduction of office equipment and furniture into FBI space by the Participating Agency is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.
- Subject to funding availability and legislative authority, the FBI may provide equipment, such as a vehicle (but only to non-federal LEOs who work on the JTTF), fuel purchase card (but only to non-federal LEOs who work on the JTTF), and smart phone, to JTTF personnel for use in carrying out JTTF related duties. Receiving personnel will be required to execute acceptable use agreements before being issued these items.
- Employees of the Participating Agency (non-federal LEOs only) may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI owned or leased vehicles will only be made available to non-federal LEOs, and may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Participating Agency who are assigned an FBI owned or leased vehicle must sign and abide by the following agreement: "FBI NATIONAL VEHICLE LEASE VEHICLE USE AGREEMENT – NON-FBI PERSONNEL."
- *[non-Federal entities only]* Any civil liability arising from the use of an FBI-owned or leased vehicle by an individual from a Participating Agency while engaged in any conduct other than his or her official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Participating Agency will hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by an individual from the Participating Agency that is outside of the scope of his or her official duties and assignments under this MOU.

This document nor its contents may be released without prior authorization of FBI Headquarters.

- For official inventory purposes, all equipment including fuel cards, radios, badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will, upon request, be produced by each individual who participates in the JTTF.
- At the completion of an individual's assignment on the JTTF, upon request, or upon withdrawal or termination of the Participating Agency from the JTTF, all FBI equipment and property will be returned to the supplying agency in accordance with FBI policy.
- This MOU is not an obligation or commitment of funds nor a basis for a transfer of funds. Even where one of the Parties to this MOU has agreed (or later does agree) to assume a particular financial responsibility, such Party's express written approval must be obtained before incurring any expense expected to be assumed by the other Party. All obligations of an expenditures by the Parties to this MOU will be subject to each Party's respective budgetary and fiscal processes and availability of funds pursuant to all applicable laws, regulations, and policies. The Parties to this MOU acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

TRAVEL

All JTTF related travel of non-FBI personnel requires the approval of the JTTF SSA, and Participating Agency authorization, prior to travel. To avoid delay in operational travel, the Participating Agency will provide general travel authority to all of its participating employees for the duration of the employee's membership in the JTTF.

For domestic travel, JTTF personnel will be responsible for appropriate notifications within his or her Participating Agency, as well as standard FBI travel approvals and notification. The JTTF will obtain FBIHQ authorization and country clearances for JTTF personnel required to travel outside the United States. The FBI will pay costs for travel in accordance with the Federal Travel Regulations of all JTTF personnel to conduct investigations outside the field office or home agency territory.

[FOR DEPARTMENT OF DEFENSE ENTITIES ONLY]:

The Posse Comitatus Act, 18 U.S.C. §1385, prohibits the U.S. Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including, but not limited to, Department of Defense Directives 5525.5 and 3025.15, Chapter 18 of Title 10 of the United States Code, dealing with military support for civilian law enforcement agencies, and any other or subsequent rules, regulations, and laws that may address this topic, or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority

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(than already described) for Department of Defense components to act in the support of law enforcement activities.

LIABILITY

General. The Parties acknowledge that this MOU does not alter applicable law governing any claim for civil liability arising out of any activity conducted pursuant to this MOU or otherwise relating to this MOU. The Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

Common Law Tort Claims

- Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), and §§ 2671 - 2680.
- For the limited purpose of defending civil claims arising out of JTTF activity, an employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2) The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(1)&(2), are made on a case-by-case basis, and such certification cannot be guaranteed.
- If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).

Constitutional Claims

- Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.
- Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800 (1982).

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- If any Participating Agency's JTTF personnel are named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the scope of JTTF-related duties, the individual may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.
- An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).
- A written request for representation by JTTF personnel should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI's Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).
- If any JTTF personnel is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R.§ 50.15(a).
- Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this MOU shall be deemed to create any legal right on the part of any JTTF personnel.

Express Reservations

- The Parties do not waive any applicable defenses and/or limitations on liability.
- No assignment of rights, duties, or obligations of this MOU shall be made by any Party without the express written approval of a duly authorized representative of all other Parties.

DURATION

This MOU shall be reviewed every three years based upon its effective date, but may be terminated at any time upon written mutual consent of the FBI and the Participating Agency involved. This MOU will remain in effect until it is terminated by written mutual consent of the FBI and Participating Agency, or until such time a new MOU is executed between the FBI and the Participating Agency.

Any Participating Agency may withdraw from the JTTF at any time by written notification to the ADIC, SAC, SC or substantive unit at FBI Headquarters at least 60 days prior to withdrawal.

This document nor its contents may be released without prior authorization of FBI Headquarters.

Upon termination of this MOU, all equipment provided to the JTTF will be returned to the supplying Participating Agency. In addition, when a Participating Agency withdraws from the MOU, the Participating Agency will return equipment to the supplying Participating Agency. Similarly, any remaining Participating Agency will return to a withdrawing Participating Agency any unexpended equipment supplied by the withdrawing Participating Agency.

FORFEITURE

The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with JTTF operations. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to JTTF investigations may be equitably shared with the agency participating in the JTTF.

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the Parties agree to work in concert to achieve the JTTF's mission and objectives. The Parties agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MODIFICATIONS

This agreement in no manner affects any existing agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force or effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

SIGNATORIES:

_____ Date: _____

City Manager – Wayne Pyle
Participating Agency

_____ Date: _____

Special Agent in Charge
Salt Lake City Field Office
Federal Bureau of Investigation

Approved as to Form

Bradley Jeppsen

Digitally signed by Bradley Jeppsen
Date: 2021.03.03 11:12:34 -07'00'

This document nor its contents may be released without prior authorization of FBI Headquarters.

Item #:	
Fiscal Impact:	$1,600.00
Funding Source:	General Fund Federal TIGER Grant
Account #:	45-9610-40750-75259-0200
Budget Opening Required:	Yes

ISSUE:

Authorization, acceptance and execution of an Easement Purchase Agreement, and acceptance of a Perpetual Easement and a Temporary Construction Easement.

SYNOPSIS:

Joe G. Ramos and Frederica Ramos have signed a signed an Easement Purchase Agreement, Perpetual Easement and a Temporary Construction Easement for property located at 4171 South 2735 West (21-04-131-006).

BACKGROUND:

These easements on the Joe G. Ramos and Frederica Ramos parcel located at 4171 South 2735 West are being acquired as part of the 2700 West Improvement Project Phase 2, scheduled to be constructed in 2020. This project will include construction of sidewalk, textured colored concrete parkstrip, street trees, and decorative street lighting along the west side of Constitution Boulevard (2700 West) from 4100 South to 4700 South. The project will also include an eight-foot tall decorative concrete post and panel wall along those properties with backyards facing Constitution Boulevard. The acquisition from Joe G. Ramos and Frederica Ramos includes a Perpetual Easement for the wall and for a Temporary Construction Easement. Compensation in the amount of $1,600 is based upon the Appraisal Report prepared by the Fortis Group LLC.

RECOMMENDATION:

Accept Perpetual Easement, Temporary Construction Easement and authorize Mayor to execute Easement Purchase Agreement. Authorize City Recorder to record said Perpetual Easement and the 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 AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM JOE AND FREDERICA RAMOS FOR PROPERTY LOCATED AT 4171 SOUTH 2735 WEST.

WHEREAS, Joe and Frederica Ramos (herein "Owners") have entered into an Easement Purchase Agreement for property located at 4171 South 2735 West that is affected by the 2700 West Improvements Project (herein "Project"); and

WHEREAS, Owners have also signed a Perpetual Easement and a Temporary Construction Easement (the "Easements"), 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 Easement Purchase Agreement with Owners, and to accept the Easements;

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 Easement 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 Easements for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT

On this 18 day of February, 2021, Joe G. Ramos and Frederica Ramos (herein and collectively GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, certain easements 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. GRANTOR shall deliver a perpetual easement and a temporary construction easement in the form and for the property described in Exhibits A and B.

2. The City shall pay $1,600.00 for the easements described in Section 1. This amount constitutes fair market value and is the entire payment for the easements and any and all known or potential damages, costs, or value that may be related to the easements. Closing shall occur within sixty days of the execution of this Agreement.

3. 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 subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition 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.

4. The compensation set forth in Section 2 above includes the cost to the Grantor to restore the temporary construction easement property. Such restoration is the responsibility of the Grantor.

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

(signatures follow)

GRANTOR
JOE G. RAMOS

Joe G. Ramos

State of Utah)
:ss
County of Salt Lake)

On this 18 day of February, 2021, personally appeared before me Joe G. Ramos, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he executed the foregoing instrument.

Notary Public

BRANDI DAVENPORT
Notary Public, State of Utah
Commission # 706376
My Commission Expires
May 18, 2023

GRANTOR
FREDERICA RAMOS

Frederica Ramos

State of Utah)
:ss
County of Salt Lake)

On this 18 day of February, 2021, personally appeared before me Frederica Ramos, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed thatshe executed the foregoing instrument.

Notary Public

BRANDI DAVENPORT
Notary Public, State of Utah
Commission # 706376
My Commission Expires
May 18, 2023

GRANTEE
MAYOR

_____

ATTEST:

_____
CITY RECORDER

EXHIBIT A
PERPETUAL 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 I.D. # **21-04-131-006**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Joe G. Ramos and Frederica Ramos,** GRANTORS, hereby grant and convey to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the purpose of constructing and maintaining a wall and footings on, over, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

> A tract of land for an easement, being part of an entire tract of property located in the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being more particularly described as follows:
>
> The Easterly 1.50 feet of Lot 104 of Shorland No. 6 subdivision according to the official plat thereof as recorded in Book HH at page 71 in the office of the Salt Lake County Recorder. Encompassing 112 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.

WITNESSED the hands of said GRANTORS this ____ day of _____, 2021.

GRANTORS

_____ _____

Joe G. Ramos **Frederica Ramos**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Joe G. Ramos and Frederica Ramos,** 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: **21-04-131-006**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Joe G. Ramos and Frederica Ramos**, 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 **4171 South 2735 West**, for construction and replacement of improvements, said easement being described as follows:

> A tract of land for an easement, being part of an entire tract of property located in the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being more particularly described as follows:
>
> The Westerly 5.0 feet of the Easterly 6.5 feet of Lot 104 of Shorland No. 6 subdivision according to the official plat thereof as recorded in Book HH at page 71 in the office of the Salt Lake County Recorder. Encompassing 375 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 one year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

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

GRANTORS

_____ _____

Joe G. Ramos **Frederica Ramos**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Joe G. Ramos and Frederica Ramos,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL I.D. #**21-04-131-006**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Joe G. Ramos and Frederica Ramos,** GRANTORS, hereby grant and convey to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the purpose of constructing and maintaining a wall and footings on, over, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

> A tract of land for an easement, being part of an entire tract of property located in the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being more particularly described as follows:
>
> The Easterly 1.50 feet of Lot 104 of Shorland No. 6 subdivision according to the official plat thereof as recorded in Book HH at page 71 in the office of the Salt Lake County Recorder. Encompassing 112 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.

WITNESSED the hands of said GRANTORS this 10 day of February, 2021.

GRANTORS

Joe G. Ramos

Joe G. Ramos

Frederica Ramos

Frederica Ramos

State of Utah)
:ss
County of Salt Lake)

On this 18 day of February, 2021, personally appeared before me **Joe G. Ramos and Frederica Ramos,** 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

BRANDI DAVENPORT
Notary Public, State of Utah
Commission # 706376
My Commission Expires
May 18, 2023

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: **21-04-131-006**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Joe G. Ramos and Frederica Ramos**, 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 **4171 South 2735 West**, for construction and replacement of improvements, said easement being described as follows:

> A tract of land for an easement, being part of an entire tract of property located in the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being more particularly described as follows:
>
> The Westerly 5.0 feet of the Easterly 6.5 feet of Lot 104 of Shorland No. 6 subdivision according to the official plat thereof as recorded in Book HH at page 71 in the office of the Salt Lake County Recorder. Encompassing 375 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 one year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this 18 day of February, 2021.

GRANTORS

Joe G. Ramos

Joe G. Ramos

Frederica Ramos

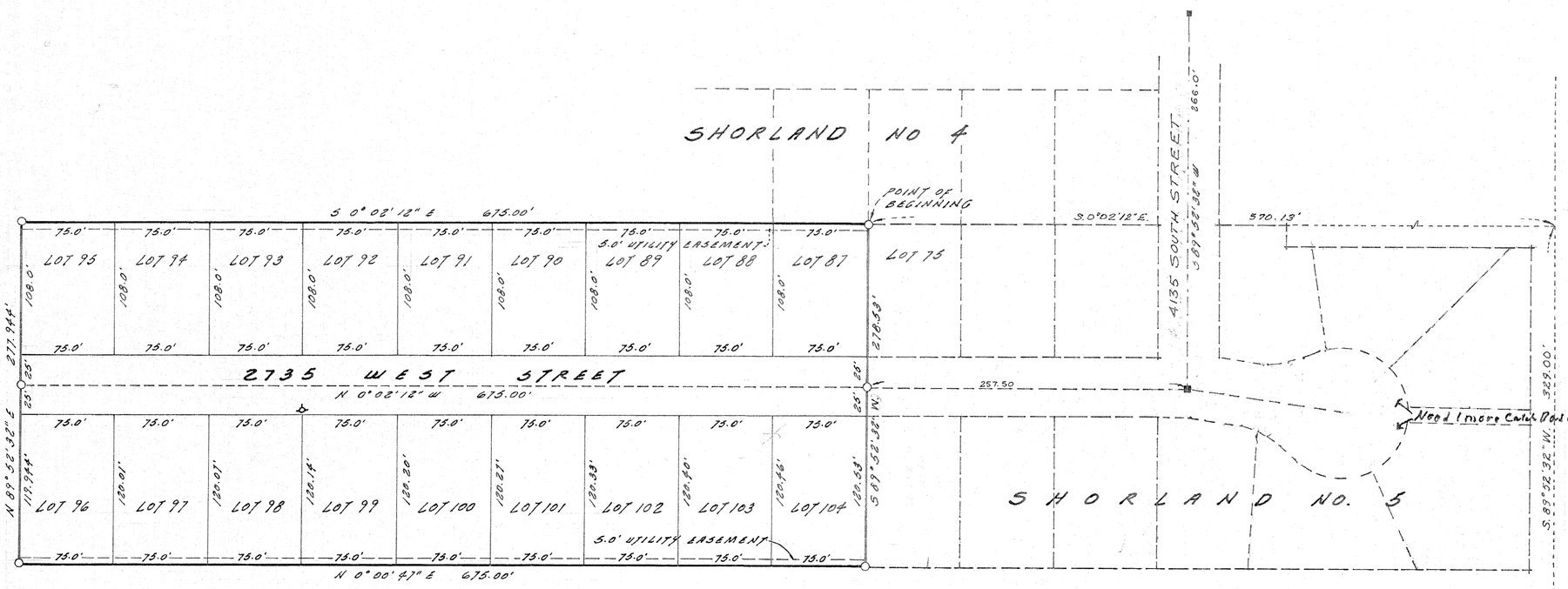
Frederica Ramos

State of Utah)
:ss
County of Salt Lake)

On this 18 day of February, 2021, personally appeared before me **Joe G. Ramos and Frederica Ramos,** 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

BRANDI DAVENPORT
Notary Public, State of Utah
Commission # 706376
My Commission Expires
May 18, 2023



N. ¼ Cor. Sec. 4, T 2 S, R 1 W, SLB&M

SURVEYOR'S CERTIFICATE

I, J. KENNETH THAYN, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate No. 48, 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 SHORLAND NO 6 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT THE S.W. CORNER LOT NO. 75
		SHORLAND NO. 5 SAID POINT BEING S 89°52'32"W
		329.00' AND S 0°02'12"E 570.13' FROM THE
		NORTH QUARTER CORNER SECTION 4 TOWNSHIP
		2 SOUTH RANGE 1 WEST SALT LAKE BASE
		AND MERIDIAN THENCE
S0°02'12"E	675.00'	FEET THENCE
N89°52'32"E	277.944	FEET THENCE
N0°00'47"E	675.00'	FEET THENCE
S89°52'32"W	278.53'	FEET THENCE TO POINT OF BEGINNING
		4.312 Acr. 18 Lots

March 9, 1970
DATE

J Kenneth Thayn

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

SHORLAND Nº 6

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 HAND this 9TH day of MARCH A.D., 19 70

PIONEER LAND CO.

By Kenneth E. Thayn Pres.

By J Kenneth Thayn Sec. & Treas.

INDIVIDUAL
ACKNOWLEDGMENT

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

On the 9th day of March A.D., 1970, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer( ) of the above Owner's dedication, ____ in number, who duly acknowledged to me that ____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: ____

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

CORPORATION
ACKNOWLEDGMENT

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

ON THIS THE 9th DAY OF March A.D., 1970, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY Salt Lake WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT they are Kenneth E. Thayn, Pres. & J. Kenneth Thayn, Sec.-Treas. Pioneer Land Co. A Utah CORPORATION, THAT they SIGNED THE OWNERS 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 December 1, 1971

Julia Hancock
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY.

SHORLAND NO 6

A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTWEST QUARTER OF SEC 4, T 2 S., R 1 W, S.L.B. & M.

SALT LAKE BASE & MERIDIAN

PLANNING COMMISSION
APPROVED THIS ____ DAY OF ____ A.D., 19____ BY THE SALT LAKE COUNTY PLANNING COMMISSION.
CHAIRMAN, SALT LAKE CO. PLANNING COMM.

BOARD OF HEALTH
APPROVED THIS 26th DAY OF March A.D., 1970
Leland S. Hollenwarth
DIRECTOR, S. L. CO. BOARD OF HEALTH

FLOOD CONTROL DEPT.
APPROVED THIS 27 DAY OF March A.D., 1970
J. R. Mackay
FLOOD CONTROL COORDINATOR

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
8 May 1970 DATE
Douglas H. Hermansen Chief Deputy
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 5th DAY OF MAY A.D., 19 70
GORDON B. CHRISTENSON
By Thomas R. Jensen
DEPUTY SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION
PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS ____ DAY OF ____ A.D., 19____ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
ATTEST: SALT LAKE CO. CLERK
CHAIRMAN, BD. OF CO. COMM.

RECORDED # 2332835
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Pioneer Title Co.
DATE 15 May 1970 TIME 2:05 P.M. BOOK HH PAGE 71
$17.00 FEE $
Hazel Taggart Chase, Salt Lake County, Recorder
Chief Deputy, SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS JULY 12, 1967

Item #:	
Fiscal Impact:	$3,400.00
Funding Source:	General Fund Federal TIGER Grant
Account #:	45-9610-40750-75259-0200
Budget Opening Required:	Yes

ISSUE:

Authorization, acceptance and execution of an Easement Purchase Agreement, and acceptance of a Perpetual Easement and a Temporary Construction Easement.

SYNOPSIS:

Swank Heng and Ream Heng have signed a signed an Easement Purchase Agreement, Perpetual Easement and a Temporary Construction Easement for property located at 2719 West 4270 South (21-04-176-023).

BACKGROUND:

These easements on the Swank Heng and Ream Heng parcel located at 2719 West 4270 South are being acquired as part of the 2700 West Improvement Project Phase 2, scheduled to be constructed in 2020. This project will include construction of sidewalk, textured colored concrete parkstrip, street trees, and decorative street lighting along the west side of Constitution Boulevard (2700 West) from 4100 South to 4700 South. The project will also include an eight-foot tall decorative concrete post and panel wall along those properties with backyards facing Constitution Boulevard. The acquisition from Swank Heng and Ream Heng includes a Perpetual Easement for the wall and for a Temporary Construction Easement. Compensation in the amount of $3,400 is based upon the Appraisal Report prepared by the Fortis Group LLC.

RECOMMENDATION:

Accept Perpetual Easement, Temporary Construction Easement and authorize Mayor to execute Easement Purchase Agreement. Authorize City Recorder to record said Perpetual Easement and the 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 AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM SWANK AND REAM HENG FOR PROPERTY LOCATED AT 2719 WEST 4270 SOUTH.

WHEREAS, Swank and Ream Heng (herein "Owners") have entered into an Easement Purchase Agreement for property located at 2719 West 4270 South that is affected by the 2700 West Improvements Project (herein "Project"); and

WHEREAS, Owners have also signed a Perpetual Easement and a Temporary Construction Easement (the "Easements"), 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 Easement Purchase Agreement with Owners, and to accept the Easements;

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 Easement 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 Easements for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT

On this 04 day of February, 2024, Swank Heng and Ream Heng (herein and collectively GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, certain easements 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. GRANTOR shall deliver a perpetual easement and a temporary construction easement in the form and for the property described in Exhibits A and B.

2. The City shall pay $1,800.00 for the easements described in Section 1. This amount constitutes fair market value and is the entire payment for the easements and any and all known or potential damages, costs, or value that may be related to the easements. Closing shall occur within sixty days of the execution of this Agreement.

3. 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 subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition 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.

4. The compensation set forth in Section 2 above includes the cost to the Grantor to restore the temporary construction easement property. Such restoration is the responsibility of the Grantor.

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

(signatures follow)

GRANTOR
SWANK HENG

swank

State of Utah)
:ss
County of Salt Lake)

On this 4 day of February, 2021, personally appeared before me Swank Heng, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

Pamela L. Palmer
Notary Public

NOTARY PUBLIC
PAMELA L PALMER
COMM. # 712695
MY COMMISSION EXPIRES
JUNE 23, 2024
STATE OF UTAH

GRANTOR
REAM HENG

State of Utah)
:ss
County of Salt Lake)

On this 4 day of February, 2021, personally appeared before me Ream Heng, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

Pamela L. Palmer
Notary Public

NOTARY PUBLIC
PAMELA L PALMER
COMM. # 712695
MY COMMISSION EXPIRES
JUNE 23, 2024
STATE OF UTAH

GRANTEE
MAYOR

_____

ATTEST:

_____
CITY RECORDER

EXHIBIT A
PERPETUAL 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 I.D. # **21-04-176-023**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Swank Heng and Ream Heng,** GRANTORS, hereby grant and convey to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the purpose of constructing and maintaining a wall and footings on, over, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

> A tract of land for an easement, being part of an entire tract of property located in the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being more particularly described as follows:
>
> Beginning South 00°00'47" West 5.00 feet from the Northeast Corner of Lot 111 of Shorland No. 7 subdivision according to the official plat thereof as recorded in Book JJ at page 23 in the office of the Salt Lake County Recorder; thence South 00°00'47" West 95.00 feet to the southeast corner of said lot; thence South 89°52'32" West 1.50 feet along the southerly line of said lot; thence North 00°00'47" East 96.50 feet; thence South 45°03'20" East 2.12 feet to the Point of Beginning. Encompassing 144 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.

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

GRANTOR

Swank Heng

GRANTOR

Ream Heng

State of Utah)
:ss
County of Salt Lake)

On this 4 day of February, 2020, personally appeared before me **Swank Heng and Ream Heng,** 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.

Pamela L. Palmer
Notary Public

NOTARY PUBLIC
PAMELA L PALMER
COMM. # 712695
MY COMMISSION EXPIRES
JUNE 23, 2024
STATE OF UTAH

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: **21-04-176-023**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Swank Heng and Ream Heng**, 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 **2719 W. 4270 South**, for construction and replacement of improvements, said easement being described as follows:

> A tract of land for an easement, being part of an entire tract of property located in the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being more particularly described as follows:
>
> Beginning South 89°52'32" West 1.50 feet from the Southeast Corner of Lot 111 of Shorland No. 7 subdivision according to the official plat thereof as recorded in Book JJ at page 23 in the office of the Salt Lake County Recorder; thence South 89°52'32" West 5.00 feet along the southerly line of said lot; thence North 00°00'47" East 100.00 feet to the Northerly line of said lot; thence North 89°52'32" East 1.00 feet; thence South 45°03'20" East 4.94 feet; thence South 00°00'47" West 96.50 feet to the Point of Beginning. Encompassing 494 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 one year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

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

GRANTOR

Swank Heng

GRANTOR

Ream Heng

State of Utah)
:ss
County of Salt Lake)

On this 4 day of February, 2020, personally appeared before me **Swank Heng and Ream Heng,** 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.

Pamela L. Palmer
Notary Public

NOTARY PUBLIC
PAMELA L PALMER
COMM. # 712695
MY COMMISSION EXPIRES
JUNE 23, 2024
STATE OF UTAH

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

Space above for County Recorder's use

PARCEL I.D. # **21-04-176-023**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Swank Heng and Ream Heng,** GRANTORS, hereby grant and convey to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the purpose of constructing and maintaining a wall and footings on, over, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

> A tract of land for an easement, being part of an entire tract of property located in the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being more particularly described as follows:
>
> Beginning South 00°00'47" West 5.00 feet from the Northeast Corner of Lot 111 of Shorland No. 7 subdivision according to the official plat thereof as recorded in Book JJ at page 23 in the office of the Salt Lake County Recorder; thence South 00°00'47" West 95.00 feet to the southeast corner of said lot; thence South 89°52'32" West 1.50 feet along the southerly line of said lot; thence North 00°00'47" East 96.50 feet; thence South 45°03'20" East 2.12 feet to the Point of Beginning. Encompassing 144 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.

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

GRANTOR

Swank Heng

GRANTOR

Ream Heng

State of Utah)
:ss
County of Salt Lake)

On this 4 day of February, 2020, personally appeared before me **Swank Heng and Ream Heng,** 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.

Pamela L. Palmer
Notary Public

NOTARY PUBLIC
PAMELA L PALMER
COMM. # 712695
MY COMMISSION EXPIRES
JUNE 23, 2024
STATE OF UTAH

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

Space above for County Recorder's use

PARCEL ID NO: **21-04-176-023**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Swank Heng and Ream Heng**, 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 **2719 W. 4270 South**, for construction and replacement of improvements, said easement being described as follows:

> A tract of land for an easement, being part of an entire tract of property located in the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being more particularly described as follows:
>
> Beginning South 89°52'32" West 1.50 feet from the Southeast Corner of Lot 111 of Shorland No. 7 subdivision according to the official plat thereof as recorded in Book JJ at page 23 in the office of the Salt Lake County Recorder; thence South 89°52'32" West 5.00 feet along the southerly line of said lot; thence North 00°00'47" East 100.00 feet to the Northerly line of said lot; thence North 89°52'32" East 1.00 feet; thence South 45°03'20" East 4.94 feet; thence South 00°00'47" West 96.50 feet to the Point of Beginning. Encompassing 494 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 one year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

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

GRANTOR

Swank Heng

GRANTOR

Ream Heng

State of Utah)
:ss
County of Salt Lake)

On this 4 day of February, 2020, personally appeared before me **Swank Heng and Ream Heng,** 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.

Pamela L. Palmer
Notary Public

NOTARY PUBLIC
PAMELA L PALMER
COMM. # 712695
MY COMMISSION EXPIRES
JUNE 23, 2024
STATE OF UTAH

SHORLAND NO. 7 SUBDIVISION

A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, T.2S., R.1W., S.L.B.&M., SALT LAKE CITY, UTAH

Scale: 1" = 50'

* Public Utility Easement
⊕ Fire Hydrant
▣ Exist. Monument
2.622 Acres
10 - Lots

SURVEYOR'S CERTIFICATE

I, Harry F. Butcher, Salt Lake City, Utah, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 929 as prescribed by the Laws of Utah and that by the authority of the owners I have made a survey of the tract of land shown on this plat and is bounded and described as follows: Beginning at a point which is S 0°02'12"E 1245.13 ft. and S 89°52'32"W 329.0 ft. of the North ¼ Corner of Section 4, T.2 S., R.1 W., Salt Lake Base & Meridian, said point also being the southeast corner of Lot 56, Shorland No. 3 and the southwest corner of Lot 95, Shorland No.6, subdivisions of part of the northwest ¼ of said Section 4 and running thence N 89°52'32"E 277.944 ft.; thence S0°00'47"W 392.50 ft.; thence S89°52'32"W 329.604 ft.; thence N 0°02'12"W 100.0 ft.; the N 89°52'32"E 52.0 ft.; thence N 0°02'12" W 292.50 ft. to the point of beginning. Contains 2.623 acres. I, further certify that I have subdivided said land into lots and streets hereafter to be known as SHORLAND NO.7 SUBDIVISION and that same has been correctly surveyed and staked on the ground as shown on this plat.

1-4-71
Date

Harry F. Butcher
Harry F. Butcher
Registered Land Surveyor

OWNER'S DEDICATION

Know all men by these presents that Pioneer Land Company as organized under the laws of Utah, and owner of the tract of land shown on this plat and described in the Surveyor's Certificate, and having caused the same to be subdivided into Lots & Streets to be hereinafter known as SHORLAND NO.7 SUBDIVISION, do hereby dedicate for the perpetual use of the Public all streets and public easements as shown hereon.

In witness whereof we, the authorized Officers of said Company, hereunto set our hand 10 day of MAY A.D. 1971.

PIONEER LAND COMPANY

Kenneth E. Thayn
President

Nancy Clark
Secretary - Treasurer

ACKNOWLEDGMENT

State of Utah }
County of Salt Lake } ss

On this 10 day of MAY A.D. 1971 personally appeared before me, the undersigned notary public in and for said State and Salt Lake County who, after being duly sworn, acknowledged to me that they, Kenneth E. Thayn (President), and Nancy J. T. Carter (Sec.-Treas.) of Pioneer Land Co., a Utah corporation, signed the Owner's Dedication freely and voluntarily for and in behalf of said corporation for the purposes therein stated and that said corporation executed the same.

My Commission Expires:
12-1-71
Date

Julia Hancock
Notary Public Residing in Salt Lake County, Utah

PLANNING COMMISSION
Approved this 25th day of FEB A.D. 1971 by the Salt Lake County Planning Commission.
Chairman, Salt Lake County Planning Comm.

BOARD OF HEALTH
Approved this _____ day of _____ A.D. 1971.
Salt Lake County Board of Health

FLOOD CONTROL DEPARTMENT
Approved this 4 day of February A.D. 1971.
Flood Control Coordinator

SURVEYOR'S CERTIFICATE
I hereby certify that this office has examined this plat & it is correct in accordance with information on file in this office
11 May 1971
Date
Salt Lake County Surveyor

APPROVAL AS TO FORM
Approved as to form this 14 day of MAY A.D. 1971.
Thomas B. Larson
Salt Lake County Attorney

COUNTY COMMISSION
Presented to the Board of Salt Lake County Commissioners this 17 day of MAY A.D. 1971, at which time this subdivision was approved and accepted.
Ames - Salt Lake Co. Clerk
Chairman, Bd. of County Comm.

RECORDED NO. 2387766
State of Utah, County of Salt Lake, recorded & filed at the request of Pioneer Land Company
Date 26 May 1971 Time 11:16 A.M. Book JJ Page 23
$14.00 Fee
Geraldean Martin
Salt Lake County Recorder

Item #:	
Fiscal Impact:	$2,600.00
Funding Source:	General Fund Federal TIGER Grant
Account #:	45-9610-40750-75259-0200
Budget Opening Required:	Yes

ISSUE:

Authorization, acceptance and execution of an Easement Purchase Agreement, and acceptance of a Perpetual Easement and a Temporary Construction Easement.

SYNOPSIS:

John Trujillo and Cecilia Trujillo have signed a signed an Easement Purchase Agreement, Perpetual Easement and a Temporary Construction Easement for property located at 4233 South 2735 West (21-04-131-013).

BACKGROUND:

These easements on the John Trujillo and Cecilia Trujillo parcel located at 4233 South 2735 West are being acquired as part of the 2700 West Improvement Project Phase 2, scheduled to be constructed in 2020. This project will include construction of sidewalk, textured colored concrete parkstrip, street trees, and decorative street lighting along the west side of Constitution Boulevard (2700 West) from 4100 South to 4700 South. The project will also include an eight-foot tall decorative concrete post and panel wall along those properties with backyards facing Constitution Boulevard. The acquisition from John Trujillo and Cecilia Trujillo includes a Perpetual Easement for the wall and for a Temporary Construction Easement. Compensation in the amount of $2,600 is based upon the Appraisal Report prepared by the Fortis Group LLC.

RECOMMENDATION:

Accept Perpetual Easement, Temporary Construction Easement and authorize Mayor to execute Easement Purchase Agreement. Authorize City Recorder to record said Perpetual Easement and the 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 AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM JOHN AND CECILIA TRUJILLO FOR PROPERTY LOCATED AT 4233 SOUTH 2735 WEST.

WHEREAS, John and Cecilia Trujillo (herein "Owners") have entered into an Easement Purchase Agreement for property located at 4233 South 2735 West that is affected by the 2700 West Improvements Project (herein "Project"); and

WHEREAS, Owners have also signed a Perpetual Easement and a Temporary Construction Easement (the "Easements"), 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 Easement Purchase Agreement with Owners, and to accept the Easements;

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 Easement 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 Easements for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT

On this 10 day of February, 2021, John Trujillo and Cecilia Trujillo (herein and collectively GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, certain easements 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. GRANTOR shall deliver a perpetual easement and a temporary construction easement in the form and for the property described in Exhibits A and B.

2. The City shall pay $2,600.00 for the easements described in Section 1. This amount constitutes fair market value and is the entire payment for the easements and any and all known or potential damages, costs, or value that may be related to the easements. Closing shall occur within sixty days of the execution of this Agreement.

3. 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 subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition 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.

4. The compensation set forth in Section 2 above includes the cost to the Grantor to restore the temporary construction easement property. Such restoration is the responsibility of the Grantor.

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

(signatures follow)

GRANTOR
JOHN TRUJILLO

State of Utah)
:ss
County of Salt Lake)

On this 10 day of February, 2021, personally appeared before me John Trujillo, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that executed the foregoing instrument.

Notary Public

BRANDI DAVENPORT
Notary Public, State of Utah
Commission # 706376
My Commission Expires
May 18, 2023

GRANTOR
CECILIA TRUJILLO

State of Utah)
:ss
County of Salt Lake)

On this 10 day of February, 2021, personally appeared before me Cecilia Trujillo, 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

BRANDI DAVENPORT
Notary Public, State of Utah
Commission # 706376
My Commission Expires
May 18, 2023

GRANTEE
MAYOR

_____

ATTEST:

_____
CITY RECORDER

EXHIBIT A
PERPETUAL 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 I.D. # **21-04-131-013**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **John Trujillo and Cecilia Trujillo,** GRANTORS**,** hereby grant and convey to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the purpose of constructing and maintaining a wall and footings on, over, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

> A tract of land for an easement, being part of an entire tract of property located in the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being more particularly described as follows:
>
> The Easterly 1.50 feet of Lot 97 of Shorland No. 6 subdivision according to the official plat thereof as recorded in Book HH at page 71 in the office of the Salt Lake County Recorder. Encompassing 112 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.

WITNESSED the hands of said GRANTORS this ___ day of _____, 2021.

GRANTORS

John Trujillo **Cecilia Trujillo**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **John Trujillo and Cecilia Trujillo,** 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: **21-04-131-013**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **John Trujillo and Cecilia Trujillo**, 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 **4233 South 2735 West**, for construction and replacement of improvements, said easement being described as follows:

> A tract of land for an easement, being part of an entire tract of property located in the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being more particularly described as follows:
>
> The Westerly 5.0 feet of the Easterly 6.5 feet of Lot 97 of Shorland No. 6 subdivision according to the official plat thereof as recorded in Book HH at page 71 in the office of the Salt Lake County Recorder. Encompassing 375 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 one year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this ___ day of _____, 2021.

GRANTORS

_____ _____

John Trujillo **Cecilia Trujillo**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **John Trujillo and Cecilia Trujillo,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL I.D. # **21-04-131-013**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **John Trujillo and Cecilia Trujillo,** GRANTORS, hereby grant and convey to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the purpose of constructing and maintaining a wall and footings on, over, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

> A tract of land for an easement, being part of an entire tract of property located in the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being more particularly described as follows:
>
> The Easterly 1.50 feet of Lot 97 of Shorland No. 6 subdivision according to the official plat thereof as recorded in Book HH at page 71 in the office of the Salt Lake County Recorder. Encompassing 112 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.

WITNESSED the hands of said GRANTORS this 10 day of February, 2021.

GRANTORS

John Trujillo

Cecilia Trujillo

State of Utah)
:ss
County of Salt Lake)

On this 10 day of February, 2021, personally appeared before me **John Trujillo and Cecilia Trujillo,** 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

BRANDI DAVENPORT
Notary Public, State of Utah
Commission # 706376
My Commission Expires
May 18, 2023

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: **21-04-131-013**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **John Trujillo and Cecilia Trujillo**, 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 **4233 South 2735 West**, for construction and replacement of improvements, said easement being described as follows:

> A tract of land for an easement, being part of an entire tract of property located in the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being more particularly described as follows:
>
> The Westerly 5.0 feet of the Easterly 6.5 feet of Lot 97 of Shorland No. 6 subdivision according to the official plat thereof as recorded in Book HH at page 71 in the office of the Salt Lake County Recorder. Encompassing 375 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 one year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this 10 day of February, 2021.

GRANTORS

John Trujillo

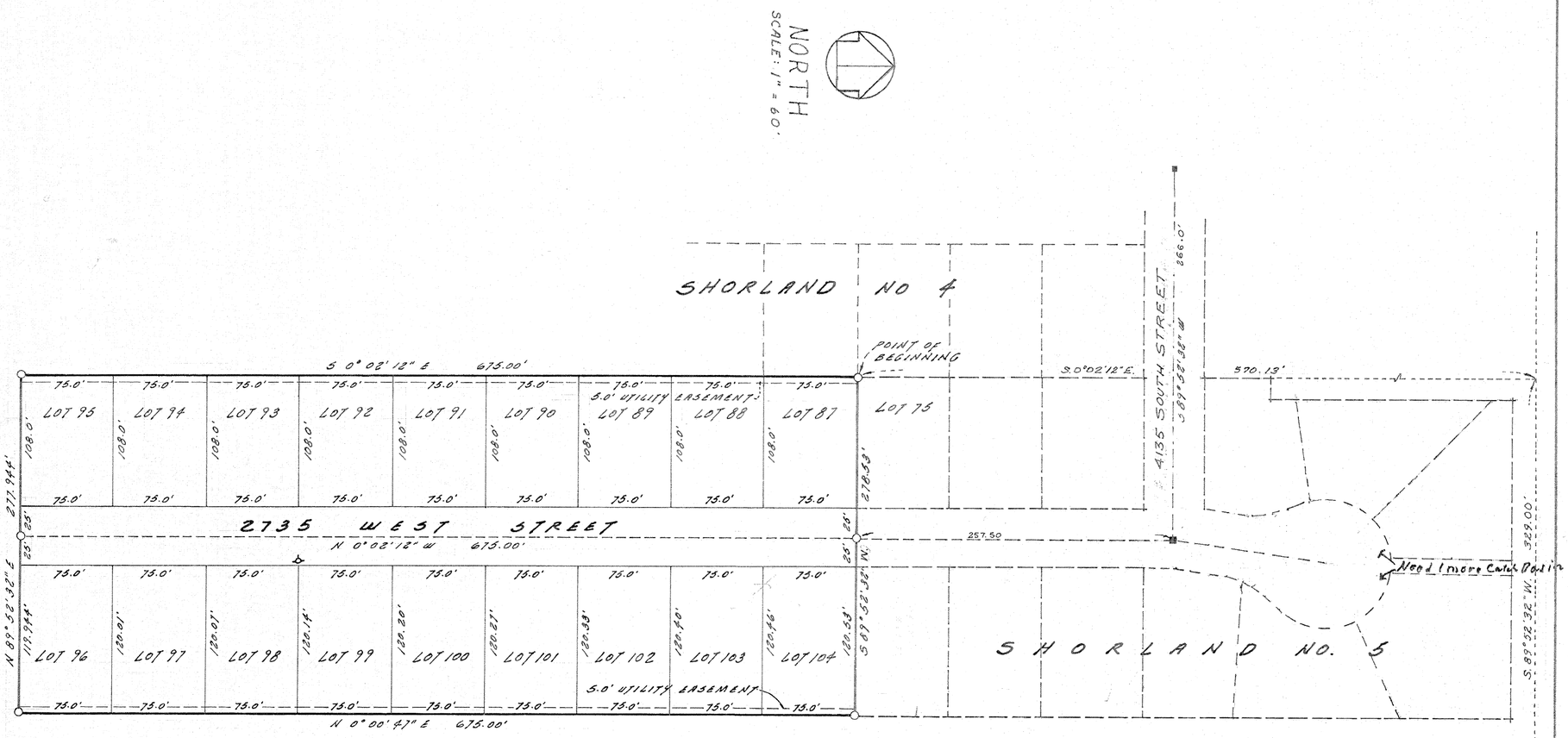
Cecilia Trujillo

State of Utah)
:ss
County of Salt Lake)

On this 10 day of February, 2021, personally appeared before me **John Trujillo and Cecilia Trujillo,** 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

BRANDI DAVENPORT
Notary Public, State of Utah
Commission # 706376
My Commission Expires
May 18, 2023



SURVEYOR'S CERTIFICATE

I, J. KENNETH THAYN, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate No. 48, 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 SHORLAND NO 6 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT THE S.W. CORNER LOT NO. 75
		SHORLAND No. 5 SAID POINT BEING S 89°52'32"W
		329.00' AND S 0°02'12"E 570.13' FROM THE
		NORTH QUARTER CORNER SECTION 4 TOWNSHIP
		2 SOUTH RANGE 1 WEST SALT LAKE BASE
		AND MERIDIAN THENCE
S0°02'12"E	675.00'	FEET THENCE
N89°58'32"E	277.94'	FEET THENCE
N0°00'47"E	675.00'	FEET THENCE
S89°55'38"W	278.53'	FEET THENCE TO POINT OF BEGINNING
		4.312 Acr. 18 Lots

March 9, 1970
DATE

J. Kenneth Thayn

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

SHORLAND Nº 6

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 HAND this 9TH day of MARCH A.D., 1970

PIONEER LAND CO.

By Kenneth E. Thayn
Pres.

By J. Kenneth Thayn
Sec. & Treas.

INDIVIDUAL ACKNOWLEDGMENT

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

On the 9th day of March A.D., 1970, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer( ) of the above Owner's dedication, ____ in number, who duly acknowledged to me that ____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: ____

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

CORPORATION ACKNOWLEDGMENT

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

ON THIS THE 9th DAY OF March A.D., 1970, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY Said Lake WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT they are Kenneth E. Thayn, Pres. & J. Kenneth Thayn, Sec.-Treas. Pioneer Land Co. Utah A CORPORATION, THAT they SIGNED THE OWNERS 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 December 1, 1971

Julia Hancock
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY.

SHORLAND NO 6

A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTWEST QUARTER OF SEC 4, T5P 2 S., R.1W, S.L.B.&M.

SALT LAKE BASE & MERIDIAN

PLANNING COMMISSION	BOARD OF HEALTH	FLOOD CONTROL DEPT.	SURVEYOR'S CERTIFICATE	APPROVAL AS TO FORM	COUNTY COMMISSION	RECORDED # 2332835
APPROVED THIS ____ DAY OF ____ A.D., 19__ BY THE SALT LAKE COUNTY PLANNING COMMISSION.	APPROVED THIS 26th DAY OF March A.D., 1970	APPROVED THIS 27 DAY OF March A.D., 1970	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	APPROVED AS TO FORM THIS 5Th DAY OF MAY A.D., 1970	PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS ____ DAY OF ____ A.D., 19__ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.	STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Pioneer Title Co.
CHAIRMAN, SALT LAKE CO. PLANNING COMM.	Leland S. Volkmundt DIRECTOR, S. L. CO. BOARD OF HEALTH	J. Ken Mackay FLOOD CONTROL COORDINATOR	8 May 1970 DATE Douglas H. Wheelwright Jr. SALT LAKE COUNTY SURVEYOR	By Norman K. Jensen DEPUTY SALT LAKE COUNTY ATTORNEY	ATTEST: SALT LAKE CO. CLERK — CHAIRMAN, BD. OF CO. COMM.	DATE 15 May 1970 TIME 2:05 A.M. BOOK H-4 PAGE 71 Hazel Taggart Chase, Salt Lake County, Recorder
						$17.00 FEE $ — Chief Deputy, SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS JULY 12, 1967

ITEM #_____
FISCAL IMPACT: $0.00
FUNDING SOURCE: N/A
ACCOUNT NUMBER: N/A

ISSUE:

Delay Agreement from Kilgore Companies, LLC for property located at 6831 West 5400 South

SYNOPSIS:

A delay of the installation of improvements required by city development code

BACKGROUND:

Kilgore Companies, LLC has requested to delay the installation of off-site improvements at 6831 West 5400 South as required by ordinance for their proposed site improvements. Off-site improvements include the installation of curb, gutter, and sidewalk.

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

RECOMMENDATION:

Approval of Delay Agreement.

SUBMITTED BY:

Coby Wilson, P.E., City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO APPROVE A DELAY AGREEMENT WITH KILGORE COMPANIES, LLC TO DELAY CERTAIN IMPROVEMENTS AT 6831 WEST 5400 SOUTH.

WHEREAS, Kilgore Companies, LLC ("Owner") is the owner of certain property located at 6831 West 5400 South (the "Property"); and

WHEREAS, the City Code requires that certain improvements be completed adjacent to the Property unless a delay agreement is executed; and

WHEREAS, a delay agreement would permit time for future development and ensure that the improvements adjacent to the Property are completed in a consistent manner that avoids drainage concerns and related complications; and

WHEREAS, a delay agreement (the "Agreement") has been prepared by and between the City and Owner setting forth the terms on which the improvements adjacent to the property may be delayed; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the delay agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the above-referenced document entitled "West Valley City Delay Agreement For Completion of Improvements" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute, and the City Recorder is authorized to record, the Agreement for and on behalf of West Valley City, subject to final approval of the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED and **MADE EFFECTIVE** this _____day of _____ _____, 2021.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

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

Parcel I.D. #: 20-15-100-013

WEST VALLEY CITY
DELAY AGREEMENT FOR COMPLETION OF IMPROVEMENTS

THIS AGREEMENT, (herein "Agreement"), is entered into this 4 day of February, 2021.

***** PARTIES *****

"APPLICANT": Kilgore Companies, LLC

a(n): ☐ individual ☐ corporation ☐ partnership ☒ limited liability company ☐ trust ☐ other

Address: 6831 West 5400 South

City: West Valley City State: Utah Zip: 84119

Telephone: (801) 808-8191

Email Cort.Vangorder@kilgorecompanies.com

"CITY": West Valley City, a municipal corporation of the State of Utah,
Address: 3600 S. Constitution Boulevard, West Valley City, Utah 84119
Telephone: (801) 963-3318
Facsimile: (801) 963-3540

PROCESSING FEE – This s a non-refundable fee to be paid at the time AGREEMENT is submitted ***(CHECK ONE):***

X $300 – Commercial
_____ $100 – Residential

This Box For City Use Only		
□ Fee Paid	Agreement ID #	Check #:

* * * * * **RECITALS** * * * * *

WHEREAS, APPLICANT desires to execute the following type of Delay Agreement ***(CHECK ONE)***:

X_____ Delay Agreement for off-site improvements

_____ Delay Agreement for on-site improvements

_____ Other (explain): _____

with the CITY for Kilgore Companies, LLC
(DESCRIPTION OR NAME OF PROJECT)

located at 6831 West 5400 South. West Valley, Utah 84119
(ADDRESS OF PROJECT)

the legal description of land contiguous to where the improvements described below are to be installed and/or constructed must be provided ***(CHECK ONE)***:

X_____ more particularly described in Exhibit A attached hereto and incorporated herein by reference;

- or -

_____ more particularly described as follows, to wit: _____

_____

WHEREAS, West Valley City ordinances require APPLICANT to install the following improvements: _____

400 Lineal Feet of 5' Sidewalk and 400 Lineal Feet of 30" Curb and Gutter

WHEREAS, prior to the actual issuance of any permit(s)/approval(s), APPLICANT is required to complete this Agreement, which will delay the installation of the following improvements ***(CHECK ONE)***:

X_____ described in Exhibit B, attached hereto and incorporated herein by this reference;

- or -

_____ described as follows: _____

_____

WHEREAS, CITY cannot grant said permit(s) and/or approval(s) until APPLICANT agrees to the conditions set forth hereunder regarding the above-described improvements.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. CITY agrees to permit APPLICANT (CHECK ONE OF THE FOLLOWING):

X_____ to defer completion of the improvements until such time as written notice is sent to APPLICANT demanding installation and/or completion of any or of all the improvements; or, to reimburse CITY for CITY's installation and/or completion of the improvements at such time as CITY, through written notice to APPLICANT, demands reimbursement.

- or -

_____ Other (explain): _____

2. Unless otherwise expressly agreed in paragraph 1 above, CITY may require any or all of the improvements to be partially or wholly completed, in any order or pursuant to any timetable deemed appropriate by CITY.

3. Installation of the improvements by APPLICANT shall commence within 30 days of the date of the written notice or other time mentioned in paragraph 1 above, and shall be completed within 90 days of the date of the written notice.

4. The cost of the improvements and their installation and completion shall be completely and wholly borne by APPLICANT.

5. APPLICANT shall not be relieved from the obligation to install the improvements until such installation has been performed to the satisfaction of CITY.

6. Notwithstanding the provisions set forth above, if prior to the deferred time period set out in paragraph 1 above APPLICANT applies to CITY for approval to develop the property adjacent to the property described above, CITY may require said deferred improvements to be installed at the same time approval is given to develop the adjacent property.

7. If APPLICANT sells or leases property adjacent to the property described above and the buyer or lessee applies to CITY for approval to develop the adjacent property, CITY may require the improvements to be installed at the same time approval is given to develop the adjacent property.

8. The parties expressly agree that CITY may at any time, at its option, install and/or complete the improvements. Should CITY exercise its option, APPLICANT shall reimburse to CITY, within 30 days of the date mentioned in paragraph 1 above, all costs resulting from said installation and/or completion.

9. Should APPLICANT fail to install and complete the improvements as required by CITY pursuant to the terms of this Agreement or reimburse CITY as herein agreed, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, APPLICANT recognizes CITY's right to recover the costs necessary to install the improvements or obtain reimbursement therefore through foreclosure proceedings on the property described above.

10. If a special improvement district is proposed, which district would in whole or in part finance the installation of any or of all the improvements required under this Agreement, APPLICANT expressly agrees not to oppose the forming of the special improvement district or the cost thereof. APPLICANT expressly acknowledges that its obligation for completion of or reimbursement for any improvements which are the subject of this Agreement, but are not or will not be installed as part of the special improvement district, shall not be affected by said special improvement district.

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

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

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

***** SIGNATURE REQUIREMENTS *****

1. **SIGNATURE(S) FROM A CORPORATION**. If Applicant is a Corporation, this Agreement shall be signed by the President. If someone other than the President signs on behalf of the company, a "Corporate Resolution" must be attached, and should verify that the person signing the agreement can bind the corporation.

2. **SIGNATURE(S) FROM A PARTNERSHIP**. If Applicant is a Partnership, this agreement shall be signed by the General Partner.

3. **SIGNATURE(S) FROM A LIMITED LIABILITY COMPANY.** If Applicant is a Limited Liability Company, this Agreement shall be signed by a Managing Member. CITY may request a copy of the Articles of Organization.

4. **SIGNATURE(S) FROM A TRUST.** If Applicant is a trust, this Agreement shall be signed by a Trustee.

WHEREUPON, the parties hereto have set their hands the day and year first above written.

"APPLICANT"

By: _____

Print Name: Joe Johnson

Title: Materials VP

(Signature must be notarized on pages following.)

"CITY"

_____

MAYOR

_____

CITY MANAGER

ATTEST:

_____

CITY RECORDER

APPROVED AS TO CONTENT:

By: _____ _____

CITY Department Date

APPROVED AS TO FORM:

By: _____ _____

CITY Attorney's Office Date

APPLICANT NOTARIZATION

(Notary must complete the correct certificate)

COMPLETE ONLY IF APPLICANT IS AN INDIVIDUAL

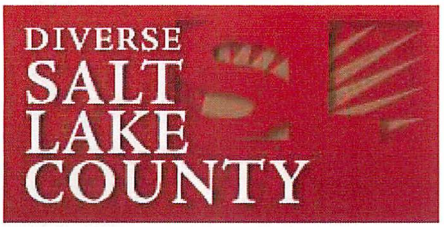
State of Utah)
:ss
County of Salt Lake)

On this 24 day of February, 2021, personally appeared before me Joe Johnson , 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
ASHLEIGH GRIFFITH
Commission #693827
My Commission Expires
February 28, 2021
State of Utah

Ashleigh Griffith
Notary Public

EXHIBIT "A"



Esc / CLEAR | Logoff | Applications

VTDI 20-15-100-013-0000 DIST 29R TOTAL ACRES 24.00
KILGORE COMPANIES, LLC TAX CLASS UPDATE REAL ESTATE 622600
SA LEGAL BUILDINGS 0
PRINT V TOTAL VALUE 0
PO BOX 869 NO:
MAGNA UT 840440869 EDIT 1 FACTOR BYPASS
LOC: 6831 W 5400 S EDIT 0 BOOK 10024 PAGE 5403 DATE 06/14/2012
SUB: SEC 15 TWNSHP 2S RNG 2W TYPE SECT PLAT
10/26/2020 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
THE E 400 FT M OR L OF NW 1/4 OF SEC 15, T 2S, R 2W, SLM.
LESS STREET. 24 AC M OR L. 7038-1191 8147-2361 8829-5833
8899-4196 8879-6849 9014-3325 9845-8014

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=VTBK 11=RXPN 12=PREV
1=RXPH 4=VTAU 6=NEXT 7=VTAS 8=RXMU 10=VTBK 11=RXPN 12=PREV

HostKeyPad

01/007

Reset | Default | Refresh | Disconnect | Turn Keyboard Off

Salt Lake County Government Center – 2001 South State Street Salt Lake City, UT 84190 – 801 468-3000

'Exhibit B'

Delay Agreement

4 February 2021

Property Owner: Kilgore Companies, LLC

Property Location: 6651 West 5400 South West Valley, Utah 84119

CURB & GUTTER 400' Lineal Ft. of 30" curb and gutter

SIDEWALK 400' Lineal Ft. of 5' sidewalk

Parcel # 20-15-100-013

EXHIBIT "C"

20-10
W 5400 S
400'
LENGTH OF FUTURE IMPROVEMENTS
KILGORE TESTING LAB PARCEL 2015100013
WEST VALLEY CITY
20-15