The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, May 11, 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 May 11, 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. May 4, 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 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. Public Hearings:

A. Accept Public Input Regarding Application GPZ-6-2021, Filed by Greg Larsen, Requesting a General Plan Change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a Zone Change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential) for Property Located at 3525 South 6800 West

Action: Consider Ordinance 21-23, Amend the General Plan to Show a Change of Land Use from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) for Property Located at 3525 South 6800 West on 9.9 Acres

Action: Consider Ordinance 21-24, Amend the Zoning Map to Show a Change of Zone for Property Located at 3525 South 6800 West on 9.9 Acres from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential)

Action: Consider Resolution 21-66, Authorize the City to Enter into a Development Agreement with Premier Land Development, LLC for Approximately 9.9 Acres of Property Located at Approximately 3525 South 6800 West

8. Ordinances:

A. 21-25: Amend Section 16-5-101 of the West Valley City Municipal Code to Adopt the 2020 Edition of the National Electrical Code

B. 21-26: Amend Section 1-2-103 of the West Valley City Municipal Code to Update Certain Fees

9. Resolutions:

A. 21-67: Authorize West Valley City to Purchase Recreation Management Software for Use by the Parks and Recreation Department

10. New Business:

A. Consider Application SMI-1-2021, Filed by Allison Witte, Requesting Final Plat Approval for the Godfrey West Subdivision Located at 2540 South 5900 West

11. Consent Agenda:

A. Reso. 21-68: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement with and from Mathew and Jennifer Gogan for Property Located at 4311 West Stafford Way

B. Reso. 21-69: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement with and from Paulette and Kevin Schwalger for Property Located at 4303 West Stafford Way

C. Reso. 21-70: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement with and from Robert Chase Doporto for Property Located at 4329 West Stafford Way

D. Reso. 21-71: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement with and from

Danielle and James Justesen for Property Located at 2709 West Bradford Circle

E. Reso. 21-72: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed, a Perpetual Easement, and a Temporary Construction Easement with and from Norman Fuentes and Gema Labra for Property Located at 2716 West Bedford Road

F. Reso. 21-73: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement with and from Craig and Beverly Merrell for Property Located at 2720 West Bradford Circle

G. Reso. 21-74: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed, Two Perpetual Easements, and Two Temporary Construction Easements with and from Aploinar Gutierrez for Property Located at 2709 4107 South 2735 West

12. Motion for Closed Session (if necessary)

13. Adjourn

MINUTES OF COUNCIL REGULAR MEETING MAY 4, 2021
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, MAY 4, 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
Jake Fitisemanu, Councilmember District 4

ABSENT:

Tom Huynh, Councilmember District 1

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
Scott Buchanan, Acting 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 APRIL 27, 2021
The Council considered the Minutes of the Regular Meeting held April 27, 2021. There were no changes, corrections or deletions.

DRAFT

Councilmember Buhler moved to approve the Minutes of the Regular Meeting held April 27, 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 the Council will vote on the tentative budget and questioned how much the budget will increase throughout the coming year due to vehicle purchases, employee hires, etc. Jim stated that there is a lot of misinformation about the new parking ordinance related to 5 feet separation from driveways. He stated that this is a public safety concern and people need to be able to safely back out of their homes.

Natalie Holt stated that she understands the safety perspective of the new parking ordinance that requires 5-foot separation from driveways. Ms. Holt stated that this does not work in all neighborhood situations and a blanket approval is not effective for the City as a whole. Ms. Holt expressed concern about family gatherings, delivery personnel, service calls to homes, vehicle safety from theft, etc. She also stated that some parents park their cars in front of their own driveways to allow children a safe place to play. Ms. Holt indicated that parking in her neighborhood is very limited already due to it being a cul-de-sac and the presence of fire hydrants and mailboxes. She stated that overcrowded streets are not a problem in every neighborhood and expressed concern about multi-generational families needing on-street parking for their vehicles. Ms. Holt encouraged the Council to revisit the ordinance to find a better solution for all residents in the City.

Renee Layton indicated that she lives in Diamond Summit and has actively worked with West Valley Police Department in finding street calming solutions, additional lighting, and other options to ensure neighborhood safety. She indicated that she has worked with some amazing officers who go above and beyond and is impressed with Chief Jacobs' leadership. Ms. Layton stated that West Valley City is one of the busiest agencies and noted that she has participated in ride-a-longs and has witnessed firsthand the challenges the officers face. She expressed concern that West Valley City officers are on the low end of the pay scale and the department is understaffed which results in longer response times. She added that more and more officers are moving to neighboring Cities that are less busy and pay higher. Ms. Layton indicated that losing these qualified, hardworking officers is a detriment to the community. She encouraged the Council to increase pay and incentives so that the City may retain veteran, qualified officers for the benefit of the residents.

DRAFT

B. **CITY MANAGER COMMENTS**

Wayne Pyle, City Manager, had no comments.

C. **CITY COUNCIL COMMENTS**

Mayor Bigelow stated it is the responsibility of Government to build, maintain, and provide safe roads and streets. He indicated that all levels of Government institute laws and ordinances related to parking and traffic that are meant to keep residents and citizens safe. Mayor Bigelow indicated that ordinances are meant to benefit the public and are rarely changed without a concern being expressed by many. He indicated that changes to the ordinance apply to all people equally. Mayor Bigelow stated that there are a few times a year where families in his neighborhood hold gatherings and cars line his street but there are other places in the City where this is a very real problem every day. He stated that just because a neighborhood hasn't experienced this safety concern yet, doesn't mean that it won't become an issue in the future. Mayor Bigelow stated that he feels requiring a 5-foot parking separation from a personal driveway is a reasonable and necessary ordinance but noted that he is willing to discuss other options if the Council decides to pursue any potential changes. Mayor Bigelow also suggested sharing the new parking ordinance regulation via a utility bill.

Councilmember Fitisemanu thanked Ms. Layton for her comments related to Police Officer pay. He indicated that he would like to review public safety pay scales at a future date.

RESOLUTION 21-63: ADOPT A TENTATIVE BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022 AND SET AUGUST 10, 2021 AS THE DATE FOR A PUBLIC BUDGET HEARING

Mayor Bigelow discussed proposed Resolution 21-63 that would adopt a Tentative Budget for the Fiscal Year commencing July 1, 2021 and ending June 30, 2022 and set August 10, 2021 as the date for a Public Budget Hearing.

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

This resolution adopts the tentative budget for West Valley City for the 2021-2022 fiscal year and sets a date for public comment at a hearing to be held on August 10, 2021.

West Valley City will adopt a tentative budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before the final adoption of this tentative budget for FY 2021-2022.

DRAFT

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 21-63.

Councilmember Lang seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 21-64: AUTHORIZE THE EXECUTION OF AN AGREEMENT TO REIMBURSE PHIL CONDIE FOR CERTAIN STORMWATER FACILITIES EXPENSES

Mayor Bigelow discussed proposed Resolution 21-64 that would authorize the execution of an Agreement to reimburse Phil Condie for certain stormwater facilities expenses.

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

Phil Condie is building the "Phil's Farm" subdivision at approximately 4195 South 4625 West. The drainage from the existing neighborhoods to the south currently discharge onto the property that is being developed.

The developer is required to build a drainage system out to 4100 South to handle runoff from the developing property, which could be handled with a 15-inch pipe. The city requested that the developer upsize the system to an 18 and 24-inch pipe system to convey additional water from the neighborhoods to the south.

This reimbursement agreement pays the developer for the difference in cost between the 15-inch pipe and the 18 and 24-inch pipe.

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

DRAFT

Councilmember Fitisemanu moved to approve Resolution 21-64.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 21-65: APPROVE A LEASE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION TO FACILITATE CONSTRUCTION ON 2700 WEST

Mayor Bigelow proposed Resolution 21-65 that would approve a Lease Agreement between the City and the Utah Department of Transportation to facilitate construction on 2700 West.

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

> This portion of the Utah Department of Transportation parcel located at 2780 West 4700 South includes 1,098 feet of street frontage on 2700 West which will be affected by the 2700 West Improvement Project Phase 2, scheduled to be constructed in 2021. 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. UDOT, as Landlord, has agreed to enter into a Lease Agreement with West Valley City, as Tenant, to allow for construction of improvements. UDOT has agreed to execute the Lease Agreement in exchange for the improvements to be constructed along 2700 West by the City. While we had originally a Temporary Construction Easement from UDOT, it was their preference to do a Lease Agreement for no charge.

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

DRAFT

Councilmember Lang moved to approve Resolution 21-65.

Councilmember Buhler seconded the motion.

A roll call vote was taken:

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

Unanimous.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, MAY 4, 2021 WAS ADJOURNED AT 7:00 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, May 4, 2021.

_____
Nichole Camac, CMC
City Recorder

DRAFT

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

Budget Opening Required: ☐

ISSUE:
Application: #GPZ-6-2021
Applicant: Greg Larsen
Location: 3525 South 6800 West
Size: 9.9 acres

SYNOPSIS:
A General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential).

BACKGROUND:
The applicant is proposing a 65-unit, single level, senior living development. The proposed density of the project is 6.6 units/acre. Each unit would have a two-car garage and a driveway large enough to park two vehicles in. The proposed minimum unit size is 1,500 sq. ft. The attached concept plan and application materials from the applicant provide details on and support for the proposed project. For comparison, the table below describes four existing senior condo developments within the City:

Project Name	Address	Year Built	Acreage	# of Units	Density	Zoning
Valley Vu Villas	3561 S 4800 W	2000-2002	11.8	80	6.8	R-1-8
Hunter Villas	3260 S Hunter Villa Ln	2002-2003	16.3	90	5.5	R-1-10
Reunion Woods	3639 S 5600 W	2009-2013	4.1	24	5.9	R-1-8
Bingham Point	3151 S 7200 W	2015-2019	12.9	81	6.3	R-1-8

While the property is eligible for RM zoning, the City may still deny requests for RM zoning. An argument could be made for the RE (residential estate) zone given the surrounding single family homes. The Newton Farm Subdivision, which is the largest RE zoned development in the City, is approximately 430’ to the south.

RECOMMENDATION:
The Planning Commission recommends approval subject to a development agreement.

SUBMITTED BY:
Steve Pastorik, CED Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

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

AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LOW DENSITY RESIDENTIAL (3 TO 4 UNITS/ACRE) AND LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) TO MEDIUM DENSITY RESIDENTIAL (7 TO 12 UNITS/ACRE) FOR PROPERTY LOCATED AT 3525 SOUTH 6800 WEST ON 9.9 ACRES.

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

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

WHEREAS, the City Council of West Valley City finds that such General Plan amendment should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah that the General Plan be amended as follows:

SECTION 1. GENERAL PLAN AMENDMENT.

The property described in Application #GPZ-6-2021, filed by Greg Larsen, and located at 3525 South 6800 West within West Valley City, is hereby amended by reclassifying the following described property from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre). Said property is more particularly described as follows:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 3500 SOUTH STREET, SAID POINT BEING THE NORTHWEST CORNER OF ORCHARD HILLS PHASE 1 SUBDIVISION, SAID POINT ALSO BEING NORTH 89°58’01” EAST 233.00 FEET ALONG THE SECTION LINE AND SOUTH 00°22’30” WEST 40.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 SOUTH AND 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG SAID ORCHARD HILLS PHASE

1 SUBDIVISION THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 00°22’30” WEST 126.00 FEET; 2) NORTH 89°58’01” EAST 153.73 FEET; 3) SOUTH 00°22’30” WEST 76.88 FEET; 4) NORTH 89°58’01” EAST 249.29 FEET; 5) SOUTH 640.65 FEET ALONG SAID ORCHARD HILLS PHASE 1 SUBDIVISION AND ORCHARD HILLS PHASE 2 SUBDIVISION; THENCE SOUTH 82°14’16” WEST 637.65 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 6600 WEST STREET; THENCE NORTH 00°22’38” EAST 526.31 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 89°58’01” EAST 120.00 FEET; THENCE NORTH 00°22’38” EAST 100.00 FEET; THENCE SOUTH 89°58’01” WEST 6.99 FEET; THENCE NORTH 00°22’38” EAST 143.00 FEET; THENCE NORTH 89°58’01” EAST 57.00 FEET; THENCE NORTH 00°22’30” EAST 160.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 89°58’01” EAST 54.00 FEET TO THE POINT OF BEGINNING.

SECTION 2. GENERAL PLAN MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

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

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3525 SOUTH 6800 WEST ON 9.9 ACRES FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO RM (MULTIPLE UNIT DWELLING RESIDENTIAL)

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in Application #GPZ-6-2021, filed by Greg Larsen, and located at 3525 South 6800 West within West Valley City, is hereby classified from zone A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential), said property more particularly described as follows:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 3500 SOUTH STREET, SAID POINT BEING THE NORTHWEST CORNER OF ORCHARD HILLS PHASE 1 SUBDIVISION, SAID POINT ALSO BEING NORTH 89°58’01” EAST 233.00 FEET ALONG THE SECTION LINE AND SOUTH 00°22’30” WEST 40.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 SOUTH AND 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG SAID ORCHARD HILLS PHASE 1 SUBDIVISION THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 00°22’30” WEST 126.00 FEET; 2) NORTH 89°58’01” EAST 153.73 FEET; 3) SOUTH

00°22’30” WEST 76.88 FEET; 4) NORTH 89°58’01” EAST 249.29 FEET; 5) SOUTH 640.65 FEET ALONG SAID ORCHARD HILLS PHASE 1 SUBDIVISION AND ORCHARD HILLS PHASE 2 SUBDIVISION; THENCE SOUTH 82°14’16” WEST 637.65 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 6600 WEST STREET; THENCE NORTH 00°22’38” EAST 526.31 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 89°58’01” EAST 120.00 FEET; THENCE NORTH 00°22’38” EAST 100.00 FEET; THENCE SOUTH 89°58’01” WEST 6.99 FEET; THENCE NORTH 00°22’38” EAST 143.00 FEET; THENCE NORTH 89°58’01” EAST 57.00 FEET; THENCE NORTH 00°22’30” EAST 160.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 89°58’01” EAST 54.00 FEET TO THE POINT OF BEGINNING.

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

ISSUE:

A resolution authorizing the City to enter into a development agreement with Premier Land Development, LLC.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Premier Land Development, LLC to establish minimum standards for a senior living development at 3525 S 6800 W.

BACKGROUND:

Greg Larsen has submitted a General Plan/zone change application (GPZ-6-2021) on 9.9 acres to change the zoning from A (agriculture, minimum lot size ½ acre) to RM (multiple unit dwelling residential) and to change the General Plan from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre). The Planning Commission recommended approval of the General Plan/zone change subject to a development agreement.

The proposed development agreement addresses the following topics:

- Maximum number of units
- Minimum unit sizes
- Architecture
- Amenities
- Improvements along 6800 W
- Multi-unit residential design standards from City Code

RECOMMENDATION:

The Planning Commission recommends approval to the City Council.

SUBMITTED BY:

Steve Pastorik, CED Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH PREMIER LAND DEVELOPMENT, LLC FOR APPROXIMATELY 9.9 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 3525 SOUTH 6800 WEST.

WHEREAS, Premier Land Development, LLC (herein "Developer") owns real property within the limits of West Valley City, Utah, on which Developer proposes to develop a residential project (herein the "Project"); and

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Premier Land Development, LLC, a Utah limited liability company, (herein "Developer") for the land to be included in or affected by the project located at approximately 3525 South 6800 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 9.9 acres of real property located at approximately 3525 South 6800 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential development (the "Project"); and

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

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

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

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

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

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

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

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

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

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

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

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A" and "B" are hereby incorporated into this Agreement.

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

TO DEVELOPER:	Premier Land Development, LLC Attn reg Larsen 1042 E Fort Union Blvd. #226 Mid ale, v 84047
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

By:_____

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me _____ tity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is th e _____ o f Premier Land Development, LLC, a Utah limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its members or articles of organization, and he or she acknowledged to me that said entity executed the same.

_____
Notary lic Pu b

EXHIBIT A

LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 3500 SOUTH STREET, SAID POINT BEING THE NORTHWEST CORNER OF ORCHARD HILLS PHASE 1 SUBDIVISION, SAID POINT ALSO BEING NORTH 89°58’01” EAST 233.00 FEET ALONG THE SECTION LINE AND SOUTH 00°22’30” WEST 40.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 SOUTH AND 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG SAID ORCHARD HILLS PHASE 1 SUBDIVISION THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 00°22’30” WEST 126.00 FEET; 2) NORTH 89°58’01” EAST 153.73 FEET; 3) SOUTH 00°22’30” WEST 76.88 FEET; 4) NORTH 89°58’01” EAST 249.29 FEET; 5) SOUTH 640.65 FEET ALONG SAID ORCHARD HILLS PHASE 1 SUBDIVISION AND ORCHARD HILLS PHASE 2 SUBDIVISION; THENCE SOUTH 82°14’16” WEST 637.65 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 6600 WEST STREET; THENCE NORTH 00°22’38” EAST 526.31 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 89°58’01” EAST 120.00 FEET; THENCE NORTH 00°22’38” EAST 100.00 FEET; THENCE SOUTH 89°58’01” WEST 6.99 FEET; THENCE NORTH 00°22’38” EAST 143.00 FEET; THENCE NORTH 89°58’01” EAST 57.00 FEET; THENCE NORTH 00°22’30” EAST 160.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 89°58’01” EAST 54.00 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 9.918 ACRES

EXHIBIT B

DEVELOPMENT STANDARDS

Number of Units

1. The maximum number of dwelling units shall be 65. The development shall be platted in a way that each unit shall have its own lot.
2. As proposed by the applicant, the development shall be age restricted where at least 80% of the units shall have at least one resident that is 55 years old or older.

Unit Sizes

3. The minimum size for any unit shall be 1,500 finished square feet above grade excluding the garage and bonus area.

Architecture

4. Each unit shall be constructed in a Craftsman/Bungalow architecture with 4 varying elevations substantially like Exhibit C. Exterior materials shall consist of a mix of stone/masonry type products and fiber cement siding. The fiber cement siding shall have a mix of horizontal, vertical, and shake patterns to offset the need to add another material to meet the maximum of no more than 60% of one material type. No stucco shall be used. The mix ratio shall be consistent with Exhibit C and approximately 25% stone and 75% fiber cement siding per building.
5. There shall be 4 different color schemes to provide individuality for each unit.
6. Each unit shall have a 2-car garage with a minimum area of 550 square feet and an 8’ tall garage door.
7. Each unit shall have a decorative feature above the garage matching the architecture of the unit.
8. All units shall have 9’ ceilings. Standard features shall include 2-tone paint and solid surface countertops (Granite, Quarts etc.) throughout all cabinet areas. Optional features shall include a fireplace, vaulted ceilings where possible, 8’ tall interior doors, and a bonus living area above the garage.
9. Roofing composition shall be architectural asphalt shingles and standing seam metal. The minimum roof pitch in asphalt shingle areas shall be 6/12.
10. All porch and garage lights shall be connected to an astronomical timer to function from sunset to sunrise to allow for night walks and greater security.
11. All units shall have an address plaque consistent with the architecture of the homes and made of a stone or cement material.

Project Amenities

12. An entry monument within a landscaped median shall be provided at the main entrance along 3500 South.

13. Concrete fencing shall be provided along both sides of the entrance to a point where the fence turns 90 degrees.
14. The project perimeter fencing shall be vinyl, including along 6800 West Street.
15. A walking trail shall be provided throughout the community.
16. A clubhouse with fitness center and kitchen/gathering area shall be provided.
17. Either a swimming pool or pickleball court shall be provided.
18. Full landscaping shall be installed throughout the entire community including median and park strip with automatic sprinklers. Landscaping shall consist of a mix of grass, shrubs, and trees or xeriscape (possibly a mix design) designed with water conservation in mind. All timers shall include a rain sensing feature that allows for greater water conservation. Landscaping shall be installed with the completion of each building (weather permitting). A landscape plan shall be reviewed and approved by the City prior to landscaping installation.
19. The total amount of landscaping and recreation space may be reduced to 48%.
20. 13 visitor parking spaces separate from driveway parking shall be provided.
21. All signage, monuments, and landscaping shall be maintained by the HOA.

Other Improvements

22. Utilities shall be installed in accordance with City standards and shall include residential street lighting.
23. A private street connection shall be made to 6800 West.
24. The Developer shall dedicate right-of-way along 3500 South in accordance with the Major Street Plan, which shows the future right-of-way on 3500 South at 106'.
25. The Developer shall do the following along 6800 West between the south end of the subject property and 3500 South:
    a. Pipe the ditch
    b. Bury the power lines
    c. Install curb, gutter, and sidewalk along the east side of 6800 West
    d. Install 24' of pavement along the east side of 6800 West
    e. Dedicate right-of-way on parcel #s 14-34-201-024 and 14-34-201-004 to match the right-of-way west of parcel # 14-34-201-023.
    f. Provide survey and topographic information for the existing right-of-way of 6800 West including the property dedicated by the Developer
    g. Use the horizontal and vertical curb and gutter alignment information provided by the City to design the road improvements
26. Upon receipt of the survey and topographic information from the Developer, the City's Engineering Division shall provide horizontal and vertical curb and gutter alignment information to the Developer within 2 months.
27. Upon completion of all of the on-site improvements, the Developer shall provide a letter to the City from an independent engineering firm which certifies that all of the on-site improvements are completed as shown on the plans approved by the City. For the purposes of this provision, on-site improvements shall include landscaping, irrigation, private streets, sidewalks, parking, lighting, entrance features, fencing, sports court, and any other outdoor recreational amenity.

Other Standards

PEDESTRIAN ACCESS AND CIRCULATION.

The Developer shall submit a detailed pedestrian circulation plan with all Development applications that demonstrates compliance with the following guidelines and standards:

(1) *Required pedestrian connections.* An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:

a. The primary Entrance or Entrances to each residential Building, including clubhouses where applicable;

b. Any Sidewalks or walkways on adjacent properties that extend to the boundaries shared with the residential Development;

c. Any public Sidewalk system along the perimeter Streets adjacent to the residential Development;

d. Where applicable, adjacent Uses and Developments, including but not limited to adjacent residential Developments, Shopping Centers, office Buildings, or Restaurants; and

e. Where applicable, any adjacent Public Park, greenway, trail network, or other public or civic Use including but not limited to schools, places of worship, public recreational facilities, or government offices.

(2) *Pedestrian connections from Buildings to parking areas and amenities.* In addition to the connections required above, on-site pedestrian walkways shall connect each primary Entrance(s) of residential Buildings to:

a. All parking areas or Parking Structures that serve such Buildings;

b. Site amenities or Gathering Places; and

c. *Transit stops and transit stations.* UTA shall be contacted by the Developer during the design process to identify existing and potential transit stops. These stops shall be incorporated into the Landscaping and circulation plans for the site. When recommended by City staff and UTA staff, a concrete pad shall be included for future transit stop improvements. The pad will measure a minimum of 6' x 20' with a minimum thickness of 8". All ADA requirements shall be met as part of the design.

(3) *Walkways Along Buildings.* Continuous pedestrian walkways no less than four feet (4') wide shall be provided along any Façade featuring an Entrance and along any Façade abutting resident or visitor parking areas. Pedestrian circulation shall not be obstructed.

(4) *Walkways Through Vehicle Areas.* At each point that the on-site pedestrian walkway system crosses a Parking Lot or internal Street or driveway, the walkway or crosswalk shall be clearly marked through the use of a change in elevation or paving materials distinguished by their color, texture, or height. A walkway through the Parking Lot connecting to a walkway(s) along an adjoining Building(s) shall be required and include a four feet (4') minimum Sidewalk and planting areas for a combined minimum width of nine (9) feet. The Planning Commission may consider a shared walkway through parking areas on two adjoining parcels.

(5) *Bicycle Racks.*

a. Bicycle parking shall be provided at a ratio of one (1) space for every twenty (20) Dwelling Units.

b. Bicycle parking shall not be located where it will obstruct pedestrian movement and circulation. It shall be located at a maximum distance of one-hundred (100) feet of a central Building Entrance or at least as close as the closest automobile space, excluding handicapped Parking Spaces.

c. All bicycle racks, lockers, or other facilities shall be securely anchored to the ground or to the Structure.

GENERAL REQUIREMENTS.

All Developments with multi-unit residential Buildings shall meet the following standards:

(1) Except for stairways leading to the first level of a Building, exterior stairways shall only be used on Secondary Façades to access decks on the second level of the Building.

(2) Off-Street parking areas shall not comprise more than 50 percent of the elements along a Development's Street Frontage.

(3) All Façades of a Building shall be built with consistent architectural style, detail and trim features of the Primary Façade. Accessory Buildings such as clubhouses and garages shall be built with similar colors, materials and architectural features as the multi-unit residential Buildings within the same Development.

(4) In residential Developments with more than four Buildings with Dwelling Units, the architectural features shall vary between Buildings using different treatments and/or other Building variations as determined by the Planning Commission.

(5) All mechanical equipment shall be screened from view through the Use of solid visual barrier fencing or Landscaping. Screening of utility meters is encouraged.

(6) Trash dumpsters shall be completely screened from surrounding properties by use of a concrete or masonry wall or shall be enclosed within a Building. Trash dumpsters shall be located at least 20 feet from any adjacent residential property line and at least 20 feet from any Dwelling Unit.

(7) All multi-unit residential Developments shall include washer and dryer hook-ups for each Dwelling Unit .

(8) Each Dwelling Unit shall have its own kitchen and bathroom.

(9) Each Dwelling Unit shall have its own patio or balcony of at least 60 square feet. Patios and balconies shall be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.

BUILDING MATERIALS.

All multi-unit residential Building exteriors shall be brick, stucco, stone, tile, metal panels or fiber cement siding. Wood and vinyl may be used as trim, soffits and/or accent materials only.

ASSESSMENT OF RELIEF, WINDOW, AND DESIGN TREATMENTS.

A Building relief treatment, window treatment or Building design treatment from the following three sections shall only be counted once when assessing compliance with the minimum number of treatments required.

BUILDING RELIEF TREATMENTS.

In order to prevent blank or plain walls with little or no relief, and to ensure excellence in architecture and design, Primary Façades shall include at least two of the following relief treatments. Two different relief treatments shall be utilized at least once per Dwelling Unit. Secondary Façades shall include at least one of the following relief treatments utilized at least once per two Dwelling Units, or once for a Secondary Façade with only one Dwelling Unit.

(1) Bay windows
(2) Box windows
(3) Building offsets or projections with a minimum depth of 2' and a minimum width of 4'
(4) Balconies, covered porches or prominent covered entryway
(5) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

WINDOW TREATMENTS.

Primary Façades shall include at least three of the following window treatments with at least two window treatments per window. All other Façades shall utilize at least two of the following window treatments, with at least one window treatment per window. At least 25% of the Primary Façade shall be Fenestration.

(1) Varying the size and/or style of windows
(2) Windows sills
(3) Window grids
(4) Window trim
(5) Window headers
(6) Window railing
(7) Shutters
(8) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

BUILDING DESIGN TREATMENTS.

Primary Façades shall include at least two of the following Building design treatments. Secondary Façades shall include at least one of the following Building design treatments.

(1) Ornamental details such as Quoins, Knee Braces and exposed joists
(2) A change of material applied to at least 20% of the Façade
(3) A change of color applied to at least 20% of the Façade
(4) Decorative Parapet
(5) Architectural Banding

(6) Cornice other than that at the top of the Building
(7) A change of pattern applied to at least 20% of the Façade (Example: changing brick work from face brick to a Soldier Course or Basket Weave Brick Pattern.)
(8) A distinguished upper floor for Buildings with at least four floors
(9) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

GARAGE TREATMENTS.

(1) No more than 50% of the first floor of the Primary Façade shall be devoted to garage doors or Carports. This percentage may be increased to a maximum of 60% for garage doors if: windows are used in the garage doors, the garages are recessed at least two feet from the rest of the Primary Façade or other enhancements are made to the garage doors. Examples of other enhancements include using decorative wood or breaking up the mass of two car garage doors by using two separate single car doors or by using panels or other treatments to make the door appear to be divided into two sections.
(2) The color of garage doors shall be coordinated with the primary colors of the Buildings they serve.

ROOF TREATMENTS.

(1) There shall be at least one roof articulation per Dwelling Unit. Roof articulation shall be achieved by changes in plane and/or the use of traditional roof forms such as gables, hips and dormers. Vertical or horizontal roof articulation is required on all primary and Secondary Façades with pitched roofs.
(2) Roof mounted air conditioning units are prohibited on pitched roofs. Roof mounted air conditioning units are allowed on flat roofs if a Parapet wall is provided to screen the units.
(3) Gable ends must have a minimum 6-inch overhang at the eaves.
(4) Where asphalt shingles are proposed as roofing materials on pitched roofs, laminated architectural shingles shall be used.

FENCING.

Within the required setback along any property side adjacent to a Minor Street or Collector Street, solid visual barrier fencing cannot exceed two feet in height. Where a solid visual barrier Fence over two feet in height Fence is installed along a Major or Minor Arterial, the Fence must be setback at least ten feet from the public Sidewalk to allow space for Landscaping. The materials and design of a solid visual barrier Fence which is over two feet in height and placed within the required setback along a Major or Minor Arterial are subject to review by the Planning Commission to ensure compatibility with neighboring Uses.

EXHIBIT C

Timber / Bungalow Living Units

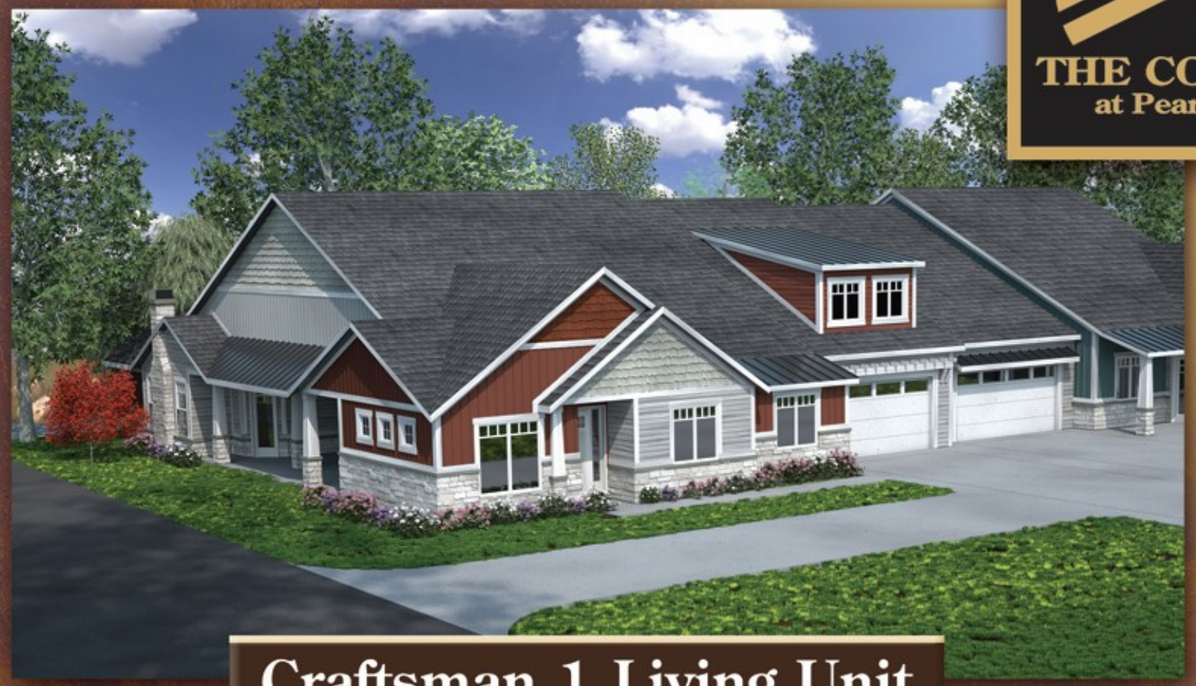
THE COTTAGES
at Pearce Farm

Craftsman 1 / Craftsman 2 Living Units

Timber Living Unit

Bungalow Living Unit

THE COTTAGES
at Pearce Farm



Craftsman 1 Living Unit

Craftsman 2 Living Unit

GPZ-6-2021
Greg Larsen
3525 S 6800 W
General Plan change from Low Density Residential and Large Lot Residential to Medium Density Residential and zone change from A to RM
9.9 acers

Greg Larsen has submitted a General Plan/zone change application for five parcels totaling 9.9 acres located at 3525 S 6800 W. The property is currently zoned A (Agriculture, minimum lot size ½ acre) with a General Plan designation of Low Density Residential (3 to 4 units/acre) on the two northern most parcels and Large Lot Residential (2 to 3 units/acre) on the three parcels on the south. The proposed zone is RM (Multiple Unit Dwelling Residential) and the proposed General Plan designation is Medium Density Residential (7 to 12 units/acre).

Surrounding zones include R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 sq. ft.) to the east; A to the south; A and R-1-8 to the west; and A, R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000 sq. ft.), and R-1-8 to the north. Surrounding land uses include single family homes to the north, west, and east and a single family home plus agricultural property to the south. Aside from agricultural buildings, the subject property is vacant.

The applicant is proposing a 65-unit, single level, senior living development. The proposed density of the project is 6.6 units/acre. Each unit would have a two-car garage and a driveway large enough to park two vehicles in. The proposed minimum unit size is 1,500 sq. ft. The attached concept plan and application materials from the applicant provide details on and support for the proposed project. For comparison, the table below describes four existing senior condo developments within the City:

Project Name	Address	Year Built	Acreage	# of Units	Density	Zoning
Valley Vu Villas	3561 S 4800 W	2000-2002	11.8	80	6.8	R-1-8
Hunter Villas	3260 S Hunter Villa Ln	2002-2003	16.3	90	5.5	R-1-10
Reunion Woods	3639 S 5600 W	2009-2013	4.1	24	5.9	R-1-8
Bingham Point	3151 S 7200 W	2015-2019	12.9	81	6.3	R-1-8

In reviewing this application, staff suggests that there are two primary questions to answer:

1. Is this the right location for a senior living development?

2. Assuming the location is appropriate, does the quality of the project further City goals?

These two questions are explored below.

Is this the right location for a senior living development?

According to the City's zoning ordinance, zone changes to the RM zone can only be considered by the City if the following four conditions are met:

1. For properties without existing Structures which are proposed to be developed, the property must be a minimum of one acre and the Density must not exceed 12 units per acre. For properties with existing Structures proposed to be redeveloped, the property must be a minimum of 20,000 square feet and the Density must not exceed 20 units per acre. For properties that are west of Redwood Road and within one-half mile of the West Valley Central light rail station, the Decker Lake light rail station or the Redwood Junction light rail station, the Density may exceed 20 units per acre;
2. The property shall meet any one of the following three requirements: (i) have access and Frontage on a Street with a planned Right-of-way width of at least 80 feet (for properties under two acres) or 100 feet (for properties two acres or larger) as indicated on the Major Street Plan; (ii) be adjacent to existing multifamily residential development on two sides; or (iii) be located west of Redwood Road and within one-half mile of the West Valley Central light rail station, the Decker Lake light rail station, or the Redwood Junction light rail station;
3. A Development Agreement must be proposed with the zone change application that addresses Dwelling Unit sizes, exterior materials, architecture, Landscaping, and project Amenities; and
4. A traffic impact study prepared by a registered traffic engineer is required for projects with 100 or more Dwelling Units.

This application meets the first condition in that the property is over 20,000 square feet, includes structures proposed to be redeveloped and has a proposed density below 20 units/acre. For the second condition, the subject property has access and frontage on 3500 South, which has a planned right-of-way width of 106'. On the third condition, the applicant's development agreement standards are addressed later in this report. The fourth condition does not apply because the project is under 100 units.

While the property is eligible for RM zoning, the City may still deny requests for RM zoning. An argument could be made for the RE (residential estate) zone given the surrounding single family homes. The Newton Farm Subdivision, which is the largest RE zoned development in the City, is approximately 430' to the south. Included with this report is an email from Scott Feulner, the owner of the property to the south, who argues that the subject property should be developed as single family homes.

Does the quality of the project further City goals?

City Code requires requests for the RM zone to be accompanied with a development agreement proposal that addresses dwelling unit sizes, exterior materials, architecture, landscaping and project amenities. Each of these items is addressed below.

<u>Dwelling Unit Sizes</u>

The proposed units include 2 bedrooms plus a flex space that could function as a third bedroom. The proposed minimum unit size is 1,500 sq. ft. For dwelling units that are attached to the side of each other, City Code requires 1,100 sq. ft. for a 2-bedroom unit and 1,400 sq. ft. for a 3-bedroom unit.

Exterior Materials

For materials, the City's multi-unit residential design standards state: "All multi-unit residential Building exteriors shall be brick, stucco, stone, tile, metal panels or fiber cement siding. With the exception of brick or stone which may be used on the entire Building exterior, no single material shall comprise more than 60 percent of a Building's exterior. Where stucco, tile, metal panels or fiber cement siding are used, at least 20 percent of the Building's exterior shall be brick or stone. Wood and vinyl may be used as trim, soffits and/or accent materials only."

The applicant is proposing a combination of fiber cement siding and stone where the stone would be at least 25% of the exterior. This means that fiber cement siding would comprise more than 60% of the exterior. The applicant is asking for an exception here as the fiber cement siding will have a mix of horizontal, vertical, and shake patterns in lieu of a third material.

Architecture

Based on a preliminary review of the proposed building architecture by staff, the proposed units appear to meet or exceed the architectural requirements in the City's multi-unit residential design standards. If this application is approved, a more thorough review will be conducted by staff on the elevations submitted for a building permit.

Landscaping

The soon to be adopted ordinance addressing landscaping and recreation space requires a total of 50% landscaping and recreation space for a planned unit development (PUD). The ordinance also states that: "Reduction may be made to the percentages of required Recreation Space by the Planning Commission and upon a showing that the Recreation Space in the site area will provide amenities; which will substantially meet the needs of future residents." The applicant provided two alternative concept plans – one with an access to 6800 W at 48.5% open space and one with without an access to 6800 W at 49.2% open space. Given the number of amenities described below and the importance of a connection to 6800 W, staff prefers the concept with the connection to 6800 W (as the connection to 3500 S will be right-in/right-out) and believes a reduction to the landscaping and recreation space is warranted given the amenities offered. As an alternative to the landscaping and recreation space reduction, the number of units could be reduced to reach the 50%.

Project Amenities

For a project of this size, the ordinance requires two amenities. The proposed project includes four amenities from the ordinance: clubhouse, fitness room, sport court or pool, and walking

trail. Interior finishes and amenities include 9’ ceilings, two-tone paint, and solid surface countertops throughout all cabinet areas.

In the proposed development agreement standards, the developer is also proposing concrete or stone address plates for each unit, street lights, a combination of vinyl and concrete fencing installed on the perimeter, and 13 visitor parking spaces. The applicant is also proposing “oversized 2 car garages” which is somewhat subjective. To have the development agreement standards be more objective, the applicant is now proposing a minimum garage size of 550 square feet.

Other Considerations

The current improvements and right-of-way width along 6800 W are inconsistent and not supportive of development on the east side of the street. To provide consistency and a level of improvement supportive of development along 6800 W, staff has recommended a number of requirements for the development agreement under the first approval option under the staff alternatives below. Some of these improvements extend beyond the subject property to connect the improvements to 3500 S. While improvements are typically only required along the frontage of a property being developed, staff is recommending the extension of the improvements to 3500 S given the requested increase in density.

Staff Alternatives:

1. Approval. This General Plan/zone change application should be approved subject to a development agreement that incorporates the standards proposed by the applicant with the following additions recommended by staff:
    a. As proposed by the applicant, the development will be aged restricted where 80% of the units must have at least one resident that is 55 years old or older.
    b. The total amount of landscaping and recreation space may be reduced to 48%.
    c. A private street connection shall be made to 6800 W.
    d. The developer shall dedicate right-of-way along 3500 South in accordance with the Major Street Plan, which shows the future right-of-way on 3500 South at 106’.
    e. The developer shall do the following along 6800 W between the south end of the subject property and 3500 South:
        i. Pipe the ditch
        ii. Bury the power lines
        iii. Install curb, gutter, and sidewalk along the east side of 6800 W
        iv. Install 24’ of pavement along the east side of 6800 W
        v. Dedicate right-of-way on parcel #s 14-34-201-024 and 14-34-201-004 to match the right-of-way west of parcel # 14-34-201-023.
        vi. Provide survey and topographic information for the existing right-of-way including the property dedicated by the developer
        vii. Use the horizontal and vertical curb and gutter alignment information provided by the City to design the road improvements

f. Upon receipt of the survey and topographic information from the developer, the City's Engineering Division shall provide horizontal and vertical curb and gutter alignment information to the developer within 2 months.
g. With the exception of the amount of fiber cement siding requested by the applicant, the project shall meet the standards in Part 4 of Chapter 7-11 of the Zoning Ordinance.
h. As proposed by the applicant, the minimum garage size shall be 550 square feet.
i. Upon completion of all of the on-site improvements, the developer shall provide a letter to the City from an independent engineering firm which certifies that all of the on-site improvements are completed as shown on the plans approved by the City. For the purposes of this provision, on-site improvements shall include landscaping, irrigation, private streets, sidewalks, parking, lighting, entrance features, fencing, sports court, and any other outdoor recreational amenity.

2. Approval. This General Plan/zone change application should be approved subject to a development agreement that incorporates the standards in staff alternative #1 above with the following revision for item b: "The total amount of landscaping and recreation space shall be 50%."

3. Continuance. This application should be continued for reasons determined during the public hearing.

4. Denial. This application should be denied. RE zoning is more appropriate at this location.

Discussion: Steve Pastorik presented the application. Greg Larsen, the applicant, stated that he did not have anything to add to Steve's presentation. However, he is available to answer any questions.

David Madsen, from the public, addressed the Commission. Mr. Madsen said he spent time on the Community Council for Orchard Elementary, and during his tenure, there was significant concern about development along 6800 West. He explained currently, 6800 West is not a thru-street, and he would like to keep it this way for the safety of the children walking to and from the elementary school. Mr. Madsen is also concerned about future development along 6800 West, encouraging it to become a thru-street.

Melissa Post, from the public, agrees with Mr. Madsen. She stated a senior community is located just north of the subject location, and another development is not needed. She feels the zoning should remain RE and allow for larger homes to be built instead of the senior development that will have more turnover.

Tom Pearce, the property owner, expressed his desire to live on his property. Mr. Pearce is older and does not feel he can maintain the property; therefore, he proposes this senior development. He has been a real estate broker for 48 years and explained the demand for this type of housing is very high. The current

senior housing has people waiting to reside there, and future developments are almost rented out. Mr. Pearce feels there is a need for more senior community developments to keep the aging residents in our City.

Commissioner Lovato and Commissioner Winters both feel there is high demand for senior developments. Commissioner Winters mentioned that he lives near one of these communities and has not witnessed much in and out traffic. Commissioner Wood noted the recent development and asked Steve if there is enough demand to support another senior development. Steve said, looking at the housing market and the interest level, he feels this project will be successful.

Commissioner Winters asked Steve if the property to the south of the subject property could develop as a 55+ community or would they need to apply for the RE zone? Steve stated the subject property has frontage and access onto 3500 South. However, the property to the south does not. Based on our current criteria, they would not be able to apply for the RM zone.

Motion: Commissioner Winters motioned to approve GPZ-6-2021 subject to the nine staff conditions.

Commissioner Lovato seconded the motion.

Vote:	Commissioner Fuller	Yes
	Commissioner Lovato	Yes
	Chair Meaders	Yes
	Commissioner Porter	Yes
	Commissioner McEwen	Yes
	Commissioner Wood	Yes

Unanimous – GPZ-6-2021 – Approved.

March 24, 2021

West Valley City
Planning Commission
3600 S. Constitution Blvd, Suite 240
West Valley City, UT 84119

Dear Commission Members,

We are respectfully requesting a rezone of the Pearce Property to allow for an Active Adult 55+ Senior Living PUD. We are seeking the rezone for a few reasons. This type of housing is under built in Salt Lake County, and West Valley City is no exception. Evidenced by the letters attached, finding this type of property is exceedingly difficult to purchase and usually involves multiple offers, or they are purchased before hitting the market. Currently there are approximately 400, 55+ senior living units in the City with very few coming up for sale over the past couple of years.

Many residents that have lived much of their lives in West Valley City are now desiring to downsize into a community with proximity to their families with access to their favorite dining, shopping, and other consumer related business needs, but will find themselves looking in other cities as they transition out of large single-family housing. In the final stages of construction for completing the Cottages at Smith Farm, our records noted that most of the residents lived in West Valley City prior to their move. This indicates a strong desire to stay in West Valley City as their family size/needs change with scaling up or down with housing.

We are looking to build a charming upscale community that includes high-quality materials and caters to the active adult resident. Each home will be constructed in a Craftsman/Bungalow Architecture with four varying elevations and four color schemes mixed throughout. Exterior materials will consist of a mix of stone products and fiber cement siding. The homes will consist of 2 and 3 bedrooms with a flex space, and an optional bonus living area above the garage. Upgraded flooring, two-tone paint, and granite or solid surface countertops are offered as standard features. Exterior walls will consist of 2x6 framing and R-19 insulation for added energy efficiency. All porch and garage lights will be connected to an astronomical timer to function from Sunset to Sunrise to allow for night walks and greater security. The community will include an upgraded amenity package; a walking trail throughout, entry feature, fully fenced perimeter, clubhouse with kitchen and large gathering area, fitness center and a pool or pickleball court.

The site is located along the 3500 South Street with convenient access to transportation, shopping and amenities close by, which is an important factor for the active 55+ resident. This community is a great fit for layered zoning that transitions between the busy 3500 South Street and existing single family residential to the South. While some may be concerned about traffic, senior living communities produce fewer trips per day (approx. 3.48) on average than single family residential (approx. 9.57). Based on the two zoning types this senior living community would produce 60 less trips per day. As a great neighbor, senior communities are incredibly quiet with less going on late into the night.

Thank you for your time and consideration,

Greg Larsen
Premier Land Development

My name is Tom Pearce, I was born in Magna, Utah in 1945. I attended Cyprus High School, consequently I have spent my entire life either in Hunter/West Valley City or Magna. I was first introduced to the property on which I am requesting a rezone when I was 13 years old, in 1958.

The Feulner property was purchased around 1906 by George Fredrick Feulner, and immigrant from Germany, and is still owned by the Feulners today. There are a lot of memories associated with this property. The old wooden barn that still stands on the property was erected from lumber from used for the bleachers for the world champion boxer, Jack Dempsey, fight.

I consider myself a Feulner because in 1968 I married Judy Feulner. We lived 51 years on the property together. It's where we raised our children, welcomed grandchildren, and ran a successful horse operation, sometimes we held over 30 head of horses. We rode horses all over this city before major development. Judy loved our land and this community and had a deep connection to it. As do I.

My wife Judy was tragically killed by a falling tree in the Uinta Mountains a year and a half ago. The fun and enjoyment of raising horses and maintaining acreage left with her passing. But my connection to the land continues on. I am now 76 years old and find it very hard to maintain my property.

At my age, I can't keep up with maintaining my yard, let alone 10 acres of ground. A few months ago I made the heart wrenching decision to sell my home and moved into a senior community (55 and older), Hunter Villa. Because of competing offers, I was very fortunate to be able to purchase my home. I find I really appreciate the community feeling and the quiet seclusion this neighborhood offers.

I desire to rezone my property so that an adult community can be developed where I can enjoy the rest of my years living in a development that once was my farm, and also share those benefits of a senior community with others with similar interests.

I have been a real estate broker for 48 years in the area. I have, over the past 2 years, been diligently monitoring the Multiple Listing Service. Very few units come available in senior communities. There is simply no inventory. Consequently, no places for seniors who wish to remain in West Valley City to purchase. Rumors are out that my property may be developed into a senior community and I have been receiving calls and texts from people wanting to get on a waiting list to purchase. We can still have beautiful, Residential Estate like homes while eliminating the burden of exterior home maintenance and lawn care. Which, older citizens need and desire.

I purchased one of the first homes in Newton Farm with the thought that maybe one day it would be a nice home for Judy and me in our golden years. My daughter and son-in-law built a home next door. When Judy passed, it seemed like an ideal situation to occupy that home and have my family so close. The reality, however, was the yard and the home were just too grand. The offer to live with my daughter was an option. Though, I'm old, I'm not decrepit and I still desire my autonomy. I didn't want to be my daughter's burden. I know many multi-generational families have taken advantage of the new Residential Estate homes. What a blessing for so many. I also know, many of these seniors feel similiarp to the way I felt. While we appreciate the ability to live with our children and grandchildren, we'd prefer to go elsewhere if the opportunity were available.

Having served on the planning commission and the board of adjustments of West Valley City, for many years, I realize the importance of a decision of this nature. I love West Valley City, and would not want to request anything that would compromise the standards that have been established.

Thank you for taking interest and all you do for West Valley City,

Tom Pearce

RE: General Plan change and rezoning at 3525 South 6800 West. GPZ-6-2021
From: Scott Feulner

Mr Pastorik or whom it may concern

Please put this letter in for consideration as to the proposed redevelopment at 3525 south. This property is next to my residence and have the longest property line shared with the development, therefore am one of the most affected property owners. Also, I must disclose up front that this development is involving not only other family members (in-laws), but also the property once owned by father. While I do not wish to interfere with the Pearce families selling of the property, I understand their need to do so, and do not dispute the zoning change from Ag. to residential, I am however concerned about the general plan change to medium density in this area.

The primary concern I have is the close proximity and large size to the existing homes, including my own as well as others on the north and east sides of this project. Distances from the fence line to these very large buildings is 15 feet to 20 feet around the project, to as close as 13 feet from one home, (from a plot plan provided me by Mr. Pearce). Keeping the plan to single family homes would be more in scale with the rest of the neighborhood.

Since I have learned of these development plans for 4-plex town homes I have compared this location with 2 others in West Valley that have been built or are being built currently. respectively locations at 7200 West and 3100 South, and a multiple unit development (Erin Hills) at 5600 and 35th. At the first location all units around the perimeter of the development facing the neighboring homes have been made into duplexes. This allows for no living area windows looking over short 6' fences into the other yards. As to the Erin hills development at 5600 West that city has approved and is now underway, this location with a commercial corner, bordered by 2 busy streets and one side of existing higher density is more appropriate location for such large buildings. The location at 6800 with smaller residential or a general plan for residential on all four sides I feel is less appropriate for this type of development and that the developer has not designed this project in a way that has minimal intrusion to the neighbors.

Thank you

Scott Feulner

March 22, 2021

Re: Proposed Development of 55 and Older Community

To whom it may concern,

We are the owners of the home located at 3539 South 6800 West, WVC, UT 84128, where the acreage behind us is currently being proposed for development of a 55 and older housing community. From the preliminary drawings of the housing units and the layout of the development, it looks like the plans are for about 65 living units and a clubhouse with amenities, with gated access off 3500 South.

We are in favor and endorse what is being planned for this housing project.

We are also retired and have our daughter's family including our grandchildren living with us. And we also have a special needs adult daughter who requires 24/7 care. So, we are interested in buying one of the housing units ourselves to remain close to our daughter and her family in this neighborhood.

Sincerely,

Gerald W. Lefavor

G. Gaye Lefavor

March 22, 2021

As a Realtor and also a Senior Citizen I have been asked to convey my opinion on the need for more over 55 housing in the West Valley area, and specifically in regard to the area where plans are being made to build the Cottages at Pearce Farms.

I live at Hunter Villas, close to where this project will be built. I have sold numerous homes in Hunter Villas and have sold also at Bingham Point.

Every week I get inquiries from Seniors about homes available here in the Villas. There is a bustling market for more and I have a list of people interested in Senior Communities in this area.

This will be a real asset to the area. I am looking forward to this project being approved and building started. It is in a perfect location.

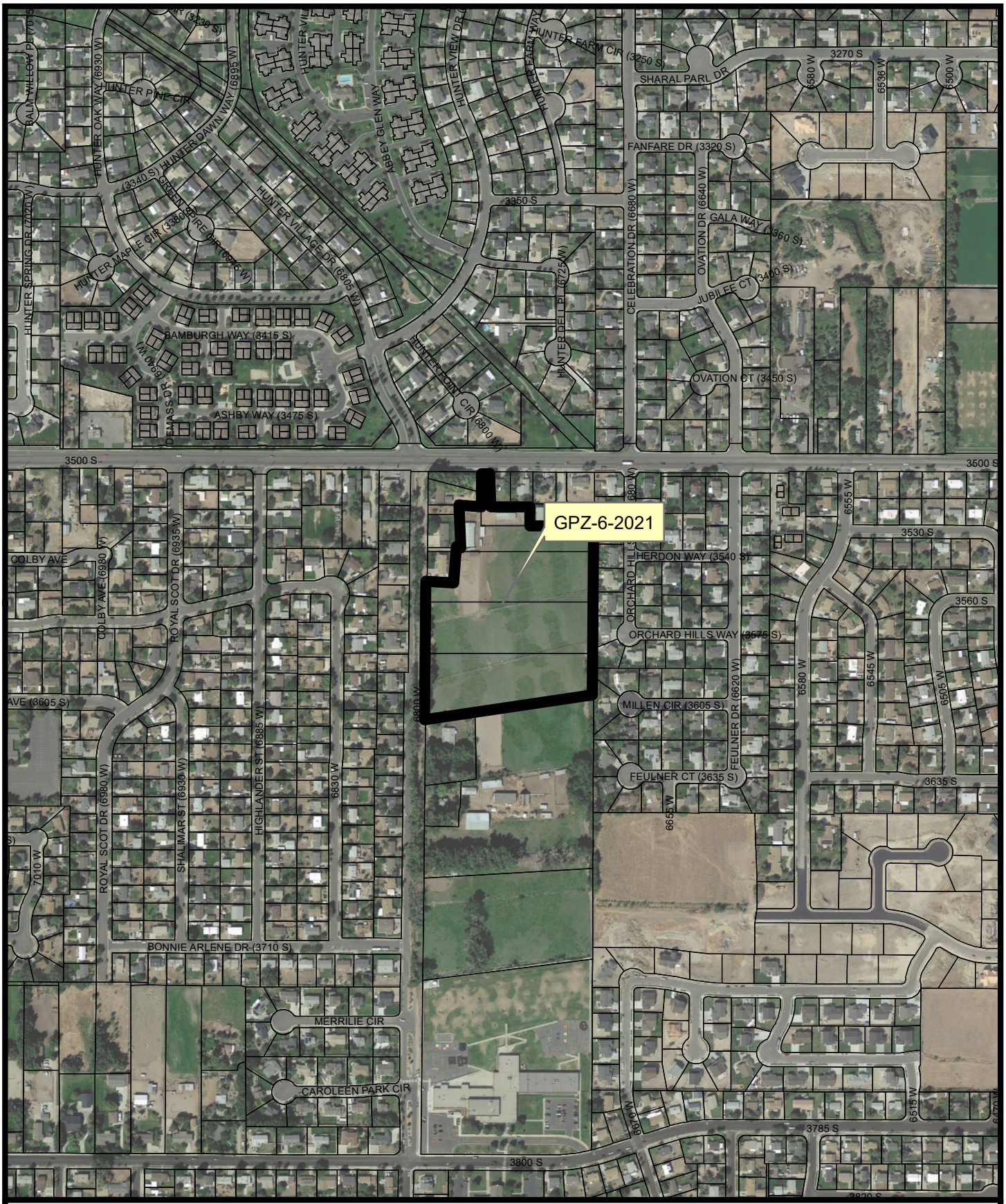
Sincerely,

Ann Rushton

Ann Rushton, Agent

Utah Key Real Estate

801-891-2554



0 250 500 Feet

GPZ-6-2021
Greg Larsen
3525 South 6800 West

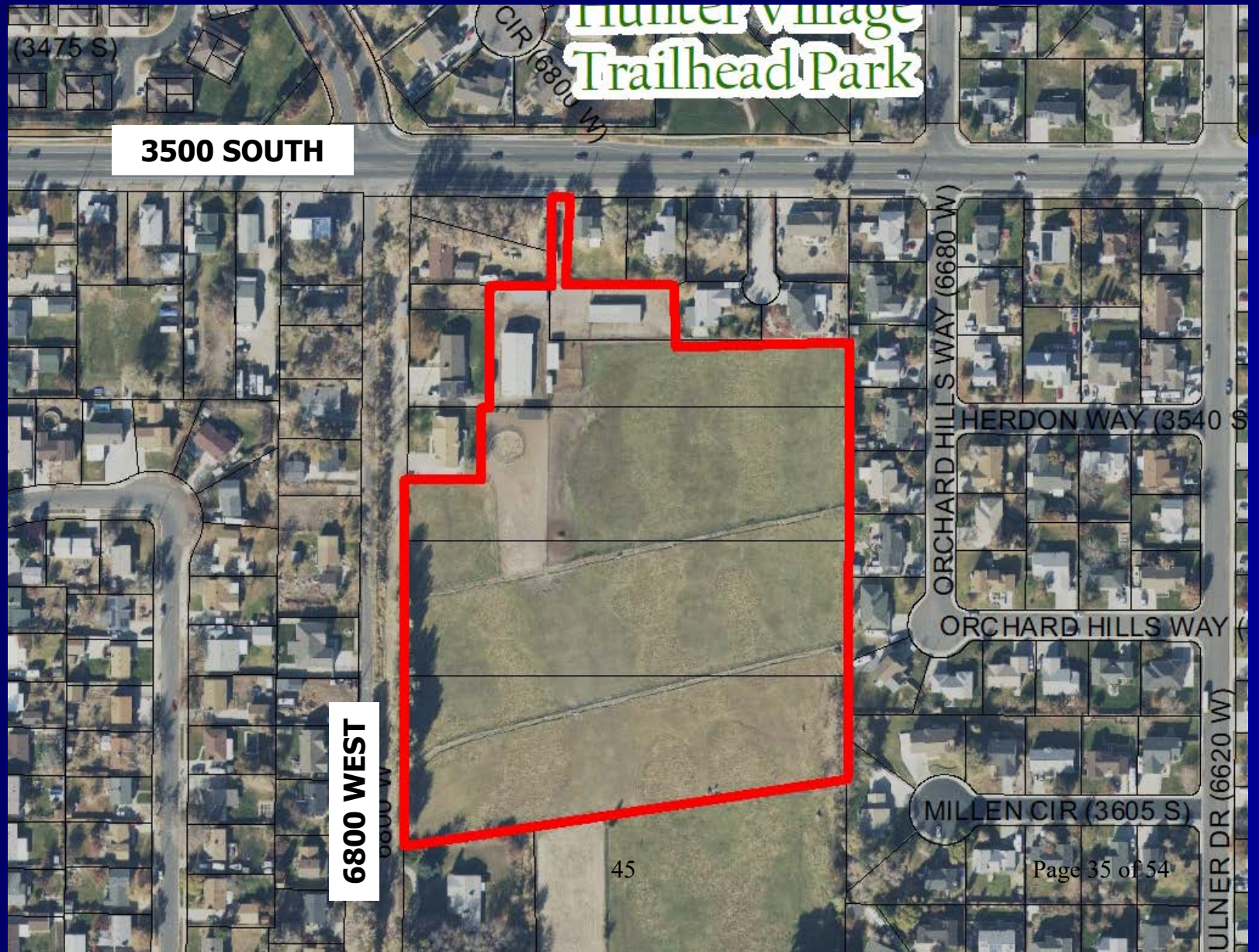
N

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

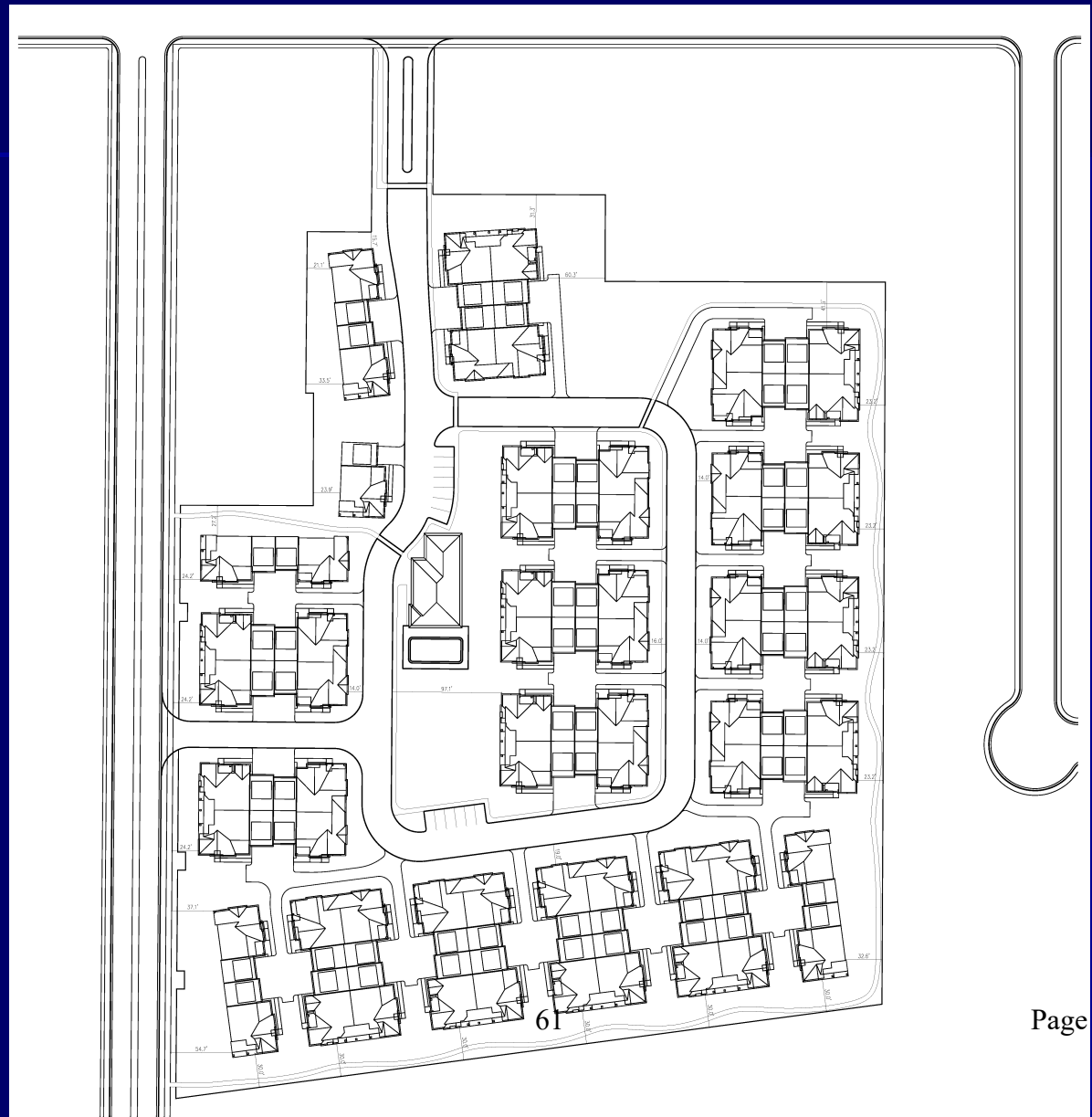
Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



GPZ-6-2021

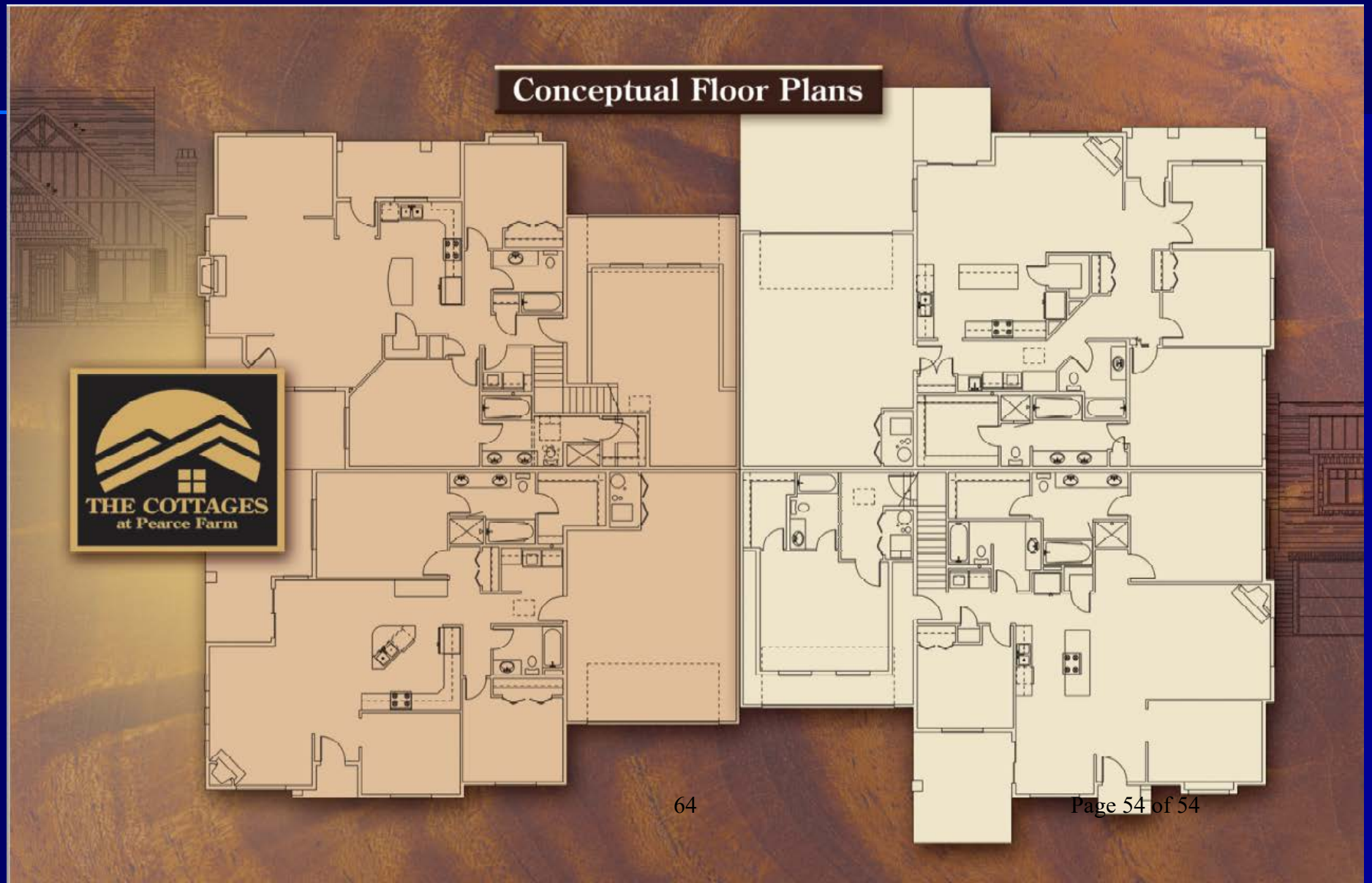
Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

GPZ-6-2021

Petition by GREG LARSEN requesting a General Plan change from Low Density Residential (3 to 4 units/acre) and Large Lot Residential (2 to 3 units/acre) to Medium Density Residential (7 to 12 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The property is located at 3525 S 6800 W on 9.9 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



Item: _____
Fiscal Impact: $2000.00
Funding Source: CED Budget
Account #: N/A
Budget Opening Required: ☐

ISSUE:

Adoption of the 2020 edition of the National Electrical Code,

SYNOPSIS:

Every three years revised editions of the electrical code, which is adopted by the State of Utah as the minimal building standards for all buildings within our State, must be adopted by local municipalities to replace the older electrical codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions. The State of Utah has adopted the 2020 NEC in the 2021 Utah State Legislature under SB33 and has an effective date of July 1, 2021.

BACKGROUND:

In order to comply with the actions of the State Legislature, and current State law, it is necessary to replace the 2017 editions of the National Electrical Code by adopting the 2020 editions of said code.

RECOMMENDATION:

City staff recommends approval to the City Council.

SUBMITTED BY:

Jerry Thompson, Chief Building Official

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: 4/28/2021

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTION 16-5-101 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ADOPT THE 2020 EDITION OF THE NATIONAL ELECTRICAL CODE.

WHEREAS, the State of Utah adopts building codes as the minimal building standards for all buildings within the State; and

WHEREAS, from time to time, revised editions of the building codes must be adopted by local municipalities to replace the older building codes that are considered obsolete; and

WHEREAS, in order to comply with the actions of the State Legislature and current State law, West Valley City wishes to adopt the 2020 edition of the National Electrical Code to replace the previous 2017 edition; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Section 16-5-101 of the West Valley City Municipal Code;

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

Section 1. Repealer. Any other provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Section 16-5-101 of the West Valley City Code is hereby amended as follows:

16-5-101. ADOPTION OF THE NATIONAL ELECTRICAL CODE.

(1) For the purpose of safeguarding persons and property from hazards arising from the use of electricity, the entire ~~2017~~ 2020 edition of the National Electrical Code is hereby adopted

as promulgated by the National Fire Protection Association, including any amendments that have been or may be made by the State of Utah. The National Electrical Code, as adopted above, is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953 as amended, one copy of the National Electrical Code has been filed for use and examination by the public in the City Recorder's Office prior to its adoption and, thereafter, at least one copy shall be in the City Recorder's Office at all times.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect on July 1, 2021.

PASSED and APPROVED this _____ day of _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____
Budget Opening Required: ☐

ISSUE:

Identifying method and procedure for collecting fees for plan review,

SYNOPSIS:

Under the previously adopted Uniform Administrative Code, the procedures for calculating the fees for plan review were defined and established. Recently it was discovered that while identified by reference, the Uniform Administrative Code is no longer as readily accessible to the general public. It is therefore recommended that a description, similar to what is contained in current Utah State Code, be added to the consolidated fee schedule in order to present in a clear and transparent manner of the processes of the city.

BACKGROUND:

In order to be transparent in the workings of the city it is necessary to add a descriptive to the West Valley City Municipal Code indicating how plan reviews are calculated.

RECOMMENDATION:

City staff recommends approval to the City Council.

SUBMITTED BY:

Jerry Thompson, Chief Building Official

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 4/28/2021

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTION 1-2-103 OF THE WEST VALLEY CITY MUNICIPAL CODE TO UPDATE CERTAIN FEES.

WHEREAS, Title 1 of the West Valley City Municipal Code establishes a consolidated fee schedule setting forth the fees charged for various City services; and

WHEREAS, the City desires to clarify certain plan review fees; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Section 1-2-103 of the West Valley City Municipal Code;

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

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Section 1-2-103 of the West Valley City Municipal Code is hereby amended as follows:

1-2-103. COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT.

(1) *Building Inspection Division.*

a. Fees charged for building permits are set forth in this subsection as derived from the 1997 Uniform Administrative Code; except as modified ~~by subsections 1(b) through 1(l)~~ below.

i. Building permit fees:

1. $0 – $500 total project value – $26.

2. $501 – $2,000 total project value – $25 for the first $500, plus $4 for each

additional $100 of value or fraction thereof, up to and including $2,000 (minimum fee, $50).

3. $2,001 – $25,000 total project value – $76 for the first $2,000, plus $16 for each additional $1,000 of value or fraction thereof up to and including $25,000.

4. $25,001 – $50,000 total project value – $430 for the first $25,000, plus $12.50 for each additional $1,000 of value or fraction thereof, up to and including $50,000.

5. $50,001 – $100,000 total project value – $708 for the first $50,000, plus $9.50 for each additional $1,000 of value or fraction thereof, up to and including $100,000.

6. $100,001 – $500,000 total project value – $1,094 for the first $100,000, plus $7.50 for each additional $1,000 of value or fraction thereof, up to and including $500,000.

7. $500,001 – $1,000,000 total project value – $3,600 for the first $100,000, plus $6.50 for each additional $1,000 of value or fraction thereof, up to and including $1,000,000.

8. Over $1,000,001 total project value – $6,000 for the first $1,000,000, plus $5.50 for each additional $1,000 of value or fraction thereof.

a. The total project value shall be determined by the Building Inspection Division based on the nature and scope of the project.

ii. Other inspections and fees:

1. Inspections outside of normal business hours – $50 per hour in addition to the permit fee (minimum: two hours).

2. Reinspection fees assessed under the provisions of the Uniform Administrative Code – Section 305.8 – $50.

3. Inspections for which no fee is specifically indicated – $50 per hour (minimum: one half-hour).

4. Initial plan review with building permit application – the lesser of actual cost to the City or 65% of the building permit fee. Additional plan review required by changes, additions, or revisions to plans – $50 per hour (minimum: one hour).

5. Use of outside consultants for plan checking, inspections, or both – Actual

cost to the City.

b. One percent surcharge per building permit (Utah Code):

i. Eighty-five percent submitted to Utah State Government.

ii. Fifteen percent retained by City for administration of state collection.

c. Refunds for permits issued will be limited to 80 percent of the permit costs, not later than 180 days after the date of fee payment. No refunds for plan review costs will be given if the plan review has been conducted.

d. *Note 1.* Due to the classified and confidential nature of the operations conducted at its facility, Northrop Grumman Innovation Systems may use its own special inspectors, approved by the Building Official, on all new construction or modifications.

e. *Note 2.* Due to the unusual types of construction used at the Northrop Grumman Innovation Systems facility and because of the nature of the operation, permit fees for buildings or modifications may be charged based on the actual cost of the structure or modification. Northrop Grumman Innovation Systems shall submit adequate documentation to the Building Official as to the actual costs of construction.

f. *Note 3.* Due to the unique design of pole barns, there is not an existing valuation category for assessing permit fees. For these structures that do not have a hard-surfaced floor or enclosed exterior sides, the building valuation shall be assessed at $5 per square foot. The ensuing permit fee will be based on that valuation and calculated in the usual manner.

g. *Note 4.* Buildings of unusual design, excessive magnitude, or potentially hazardous exposures may, when deemed necessary by the Chief Building Official, warrant an independent review by a design professional chosen by the Chief Building Official. The cost of this review may be assessed in addition to the building permit fee set forth in subsection 1(a) above.

h. *Note 5.* The permit fee shall not be less than the hourly cost to the City. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved, and the average administrative cost associated with permits of that type.

i. Minimum fees charged for issuance of individual permits:

i. Building, mechanical, electrical, and plumbing – $50.

ii. Mobile home – $75.

iii. Freestanding wood stove installation – $20.

1. ($20 conforms to the minimum shown in the UMC, UPC, and NEC fee schedules.)

iv. Sign permits – Fee based on sign valuation, $150 minimum charge.

v. Single-family dwelling roof conversions – $105.

vi. Move-on homes (requires preinspection) – $200, does not include garage/carport or impact fees.

vii. Swimming pools – $175.

viii. Cell towers – $300.

ix. Warehouse rack shelving – $200.

x. Record changes (addresses, lot orientation, etc.) – $50.

xi. Board of Appeals hearings – $200.

xii. Electrical service upgrade permits. Upgrade existing electrical service to:

1. Less than 200 amp service – $50.**

2. 200 amps to 400 amps – $75.**

3. Over 400 amps or over 600 volts – $90.**

a. **NOTE: Additional equipment and power apparatus will require additional fees per the Uniform Administrative Code, as amended and adopted by the City.

j. Reimbursement for fire hydrant installation in a non-subdivision development – Actual cost of installation divided by the number of units served by the new hydrant. (The calculation and administration shall be determined by the City Manager by executive order.)

k. The amount of the bond or letter of credit required by Section 7-1-108 shall be as follows:

i. If the building affected is one single-family residence – An amount equal to the building permit fee, or $500, whichever is less.

ii. For structures built by a single developer in residential subdivisions – $500/lot.

1. For commercial or manufacturing buildings with total cost less than $500,000 – An amount equal to the building permit fee, or $1,000, whichever is

less.

2. For commercial or manufacturing buildings with total cost of $500,000 or more – An amount equal to the building permit fee, or $5,000, whichever is less.

l. Upon the determination of the City Manager, building permit and inspection fees may be temporarily suspended following a natural disaster.

m. Five percent surcharge per building permit for building permit and inspection technology.

(2) *Planning and Zoning Division.*

a. Administrative determination – $125.

b. Board of Adjustment:

i. Variance, nonconforming use, conditional use appeal, appeal of Zoning Administrator decision – $350.

ii. Nonconforming use determination for large animals – $50.

c. Conditional use:

i. Conditional use (new) – $550.

ii. Conditional use (amendment) – $200.

d. Major home occupation reviewed by Planning Commission – $200.

e. Maps:

i. Street map or zoning map, black and white – $10.

ii. Zoning map or general plan map, color – $20.

f. General plan/zoning amendment City Council appeals – $150.

g. General plan/zoning district amendment – $700 + $50 for each acre over 10.

h. General plan amendment for text and/or map – $250.

i. Permitted use (excluding single-family dwellings) – $350.

j. Temporary use – $100.*

i. *EXEMPTION: Any person applying for a temporary use who is engaged in carrying on that use solely for religious, charitable, eleemosynary, or the types of strictly nonprofit purposes that are tax exempt in such activities under the laws of the United States and the State of Utah shall be exempt from the payment of this fee. This fee shall not be imposed upon any person engaged in a business specifically exempted from municipal taxation and fees by the laws of the United States or the

State of Utah.

k. Planned unit development:

i. Preliminary – $200 + $50/dwelling unit or lot.

ii. Final – $250 + $130/dwelling unit or lot.

l. Sign impound fee – $50.

m. Streets:

i. Dedication – $250.

ii. Street name change application – $150.

iii. New street sign – $150.

iv. New sign with post – $200.

v. Street vacation – $150.

n. Subdivisions:

i. Subdivision plat amendment – $250 + $100/lot if new lots are created.

ii. Subdivision by metes and bounds or lot split – $250 + $250/lot.

iii. Preliminary plat processing fee – $200 + $100/lot.

iv. Final plat processing fee – $250 + $250/lot.

v. Minor subdivision (nine lots or less on a dedicated street) – $250 + $200/lot.

o. Text change – $250.

p. Zoning amendment – $350.

q. Zoning determination letter – $35.

r. Site plan review (permitted and conditional uses) – Prorated by acreage:

i. 0 to 5 acres – $1,300 per acre.

ii. 5.1 to 10 acres – $6,500 + $600 per acre.

iii. 10.1 acres or more – $9,500 + $350 per acre.

s. Sign review:

i. Wall sign – $50.

ii. Pole/monument – $100.

iii. Billboard – $250.

t. Residential building permit review – $20.

u. Development agreement review – $300.

v. Recorded address change – $50.

w. Small wireless facility permits and operation:

i. Use and occupancy of the right-of-way: All wireless providers shall pay the greater of three and one-half percent of gross revenue related to the use of the right-of-way for small wireless facilities per year or $250 per year per small wireless facility.

ii. Application fees:

1. Collocation of a small wireless facility: the lesser of the cost of a building permit calculated in accordance with this section or $100 per small wireless facility.

2. Installation, modification, or replacement of a utility pole: $250 per utility pole.

iii. Collocation of a small wireless facility on a City pole or support structure: $50 per small wireless facility per year.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2021.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Item #:	
Fiscal Impact:	$41,790
Funding Source:	Budget
Account #:	21-7640-40255-00000-0000
Budget Opening Required:	No

ISSUE:

Award a contract for Recreation Management Software for the West Valley City Family Fitness Center.

SYNOPSIS:

West Valley City solicited proposals for the Recreation Management Software for the Family Fitness Center. Four companies responded with CivicRec being selected.

BACKGROUND:

Parks and Recreation publicly advertised for proposals for the Recreation Management Software for the Family Fitness Center.

The RFP was posted in the newspaper, on bid sites and several companies were contacted by staff. The proposals were evaluated and compared against each other in a matrix format by a committee of three. Evaluation criteria included price, software modules, timeline and references. Of the four proposals, two met specifications. These are as follows:

CivicRec:	$41,790
Rec Desk:	$45,000

Out of these proposals, CivicRec was the lowest responsible bidder.

RECOMMENDATION:

City staff recommends approval of the resolution to award the contract to CivicRec for the Recreation Management Software for the Family Fitness Center.

SUBMITTED BY:

Jamie Young, Parks and Recreation Assistant Director/Fitness Center Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING WEST VALLEY CITY TO PURCHASE RECREATION MANAGEMENT SOFTWARE FOR USE BY THE PARKS AND RECREATION DEPARTMENT.

WHEREAS, the West Valley City Family Fitness Center requires new recreation management software; and

WHEREAS, a Request for Proposals was issued and CivicRec submitted the most responsive, responsible proposal; and

WHEREAS, an agreement was prepared by and between CivicRec and the City for recreation management software and services is attached hereto and entitled "Master Services Agreement" (herein the "Agreement"); and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement for recreation management software for use by the Parks & Recreation Department;

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

The Mayor is hereby authorized to execute the Agreement for and in behalf of the City, as well as any other documents necessary under the Agreement to authorize the implementation of the software, in substantially the form attached, subject to approval of the final form of the Agreement and associated documents 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

CivicPlus

Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the client entity identified on the SOW ("Client"). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Client. CivicPlus and Client referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is

required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a $5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if the Client requests a change in the timeline agreed upon at the beginning of the Project Development or a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees), Client agrees to reimburse CivicPlus for such fees, not to exceed $1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any

other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features, functionality, and efficiencies. Accordingly, CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client

or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

Data Security

21. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our Privacy Policy, CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

22. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

23. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

CivicPlus Support

24. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).

25. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

26. CivicPlus live support engineers are available to respond to User requests between 7:00 am to 7:00 pm CST Monday through Friday, excluding holidays and temporary closures for staff development, of which Client will be provided prior notice. Client is responsible for providing CivicPlus with all User contact updates. After-hours support is available by toll-free phone call only.

Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

27. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

28. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

29. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

30. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

31. The liabilities limited by Section 29 and 30 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

32. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

33. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

34. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

35. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

36. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

37. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

38. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement .

Interlocal Purchasing Consent/ Cooperative Purchasing

39. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

40. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and the such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

41. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

42. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As

used in this Agreement, the word "including" means "including but not limited to."

43. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

44. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Client.

45. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client's continued use of the Services following such updates constitutes Client's acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

Acceptance

The Parties agree to the terms and conditions of this Agreement by their signature on the SOW. If the SOW does not exist, then the inclusion of these terms in the Client's purchase order, or CivicPlus's provision of these terms to the Client prior to the start of implementation of the Services and Client's ongoing cooperation of implementation of the Services and subsequent use of the CivicPlus Services by the Client shall be deemed acceptance and agreement to the terms and conditions in this Agreement.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-10956-1
Date: 8/5/2020 2:19 PM
Expires On: 7/31/2021
Product: CivicRec

Client:
West Valley UT - CivicRec

Bill To:
West Valley UT - CivicRec

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dalton Piecukonis	x785-323-4771	piecukonis@civicplus.com		Net 30

CivicRec - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	One-time
5.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
2.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable
1.00	Memberships/Passes Import	Memberships/Passes Import	One-time
1.00	User Import	User Import - Imports current public users into the new system.	One-time
1.00	CivicRec Pay Annual Fee	Pay Annual Fee	Renewable
1.00	CivicRec Pay Implementation	Pay Implementation Fee	One-time

Total Investment - Year 1	USD 61,571.24
Annual Recurring Services - Year 2	USD 41,790.00

Total Days of Quote:436

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at https://www.civicplus.com/master-services-agreement (“MSA”), to which this SOW is hereby attached as the CivicRec Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 436 days from the date of signing (“Initial Term”). In the event that neither party gives 60 days’ notice to terminate prior to the end of the Initial Term or any subsequent Renewal

Term, this SOW will automatically renew for an additional 1-year renewal term (“Renewal Term”). The Initial Term and all Renewal Terms are collectively referred to as the “Term”.

3. The Total Investment - Year 1 Fees shall be invoiced as follows:

a. Upon signing of this SOW – one half (50%) of the Total Investment - Year 1 Fees;
b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total Investment - Year 1 Fees.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.

5. The Client’s Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 2,000,000.00 of revenue per year (“Predicted Processing Volume”). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client’s actual processing volume (“Actual Processing Volume”). In the event Client’s Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.

6. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus’s network (“Partner Network”). In the event Client chooses a merchant account from the Partner Network (“Integrated Partner”), Client will enter into a merchant account such Integrated Partner. Such agreement’s terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client’s select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client’s merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.

7. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client’s chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client’s merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

8. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

Signature Page to Follow

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: https://www.civicplus.com/master-services-agreement.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: Amy Vikander
Title: _____	Title: Vice President of Client Services
Date: _____	Date: 4/26/2021

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

Item:_____
Fiscal Impact: _____
Funding Source: _____
Account#: _____
Budge Opening Require: _____
Neighborhood: N/A

ISSUE:

SMI-1-2021 Godfrey West Subdivision

SYNOPSIS:

Applicant: Allison Witte
Proposal: Final Plat Approval
Location: 2540 South 5900 West

BACKGROUND

Allison Witte, representing Godfrey West Investors LLC, is requesting final plat approval for the Godfrey West Subdivision. The subject property is located at approximately 2540 South 5900 West. It is bordered on all sides by property zoned for manufacturing uses.

At the present time, the subdivision boundary consists of 3 parcels on approximately 38 acres. The proposed subdivision is being requested in order to consolidate these parcels into 2 lots. Lot 1 will be approximately 18.6 acres with lot 2 being 16.5 acres.

Access to the subdivision will be gained by the extension of Beagley Road from the west and from 5900 West. Per a development agreement, the developer will design the water and sewer systems and will reimburse the City for the cost of installing utility improvements. The City will design and build the east portion of Beagley Road and 5900 West. The City will use funds from the developer and monies from Inland Port SB234 for these improvements. A development agreement exists that outlines the process for those items mentioned above.

The subdivision plat will be subject to FEMA Flood Zone requirements. The developer is working with the Engineering Division and Salt Lake to resolve and establish guidelines related to those requirements. In addition, portions of the subdivision are located in a perceived wetland area. Future studies will need to be done with the Army Corps of Engineers to determine if these wetlands are jurisdictional. While these identified areas do not affect the subdivision plat, they may affect future buildings. This item will be better addressed during permitted and/or conditional use applications.

RECOMMENDATION

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman, Current Planning Manager

SMI-1-2021
Godfrey West Subdivision
2540 South 5900 West
M Zone
2 Lots & 2 Parcels
38 Acres

BACKGROUND

Allison Witte, representing Godfrey West Investors LLC, is requesting preliminary plat approval for the Godfrey West Subdivision. The subject property is located at approximately 2540 South 5900 West. It is bordered on all sides by property zoned for manufacturing uses.

ISSUES:

At the present time, the subdivision boundary consists of 3 parcels on approximately 38 acres. The proposed subdivision is being requested in order to consolidate these parcels into 2 lots. Lot 1 will be approximately 18.6 acres with lot 2 being 16.5 acres.

Access to the subdivision will be gained by the extension of Beagley Road from the west and from 5900 West. The developer will reimburse the City for the cost of installing utility improvements to serve the property. The City will build the road and infrastructure using those funds and a portion of monies from Inland Port SB234. A development agreement exists that outlines the process for those items mentioned above.

The existing parcel boundaries extend beyond the new rights-of-way. These are illustrated as parcels A and parcel B within the subdivision plat. These parcels will most likely be absorbed in future development when adjacent properties develop.

The subdivision plat will be subject to FEMA Flood Zone requirements. The developer is working with the Engineering Division and Salt Lake to resolve and establish guidelines related to those requirements. In addition, portions of the subdivision are located in a perceived wetland area. Future studies will need to be done with the Army Corps of Engineers to determine if these wetlands are jurisdictional. While these identified areas do not affect the subdivision plat, they may affect future buildings. This item will be better addressed during permitted and/or conditional use applications.

STAFF ALTERNATIVES:

1. Approve the Godfrey West Subdivision subject to a resolution of staff and agency comments mentioned in the analysis.

2. Continue the application for reasons determined in the Planning Commission meeting.

Discussion: Steve Lehman presented the application. He noted this application is in the same location as C-4-2021 presented by Brock Anderson earlier in this meeting.

Motion: Commissioner Winters motioned to approve SMI-1-2021.

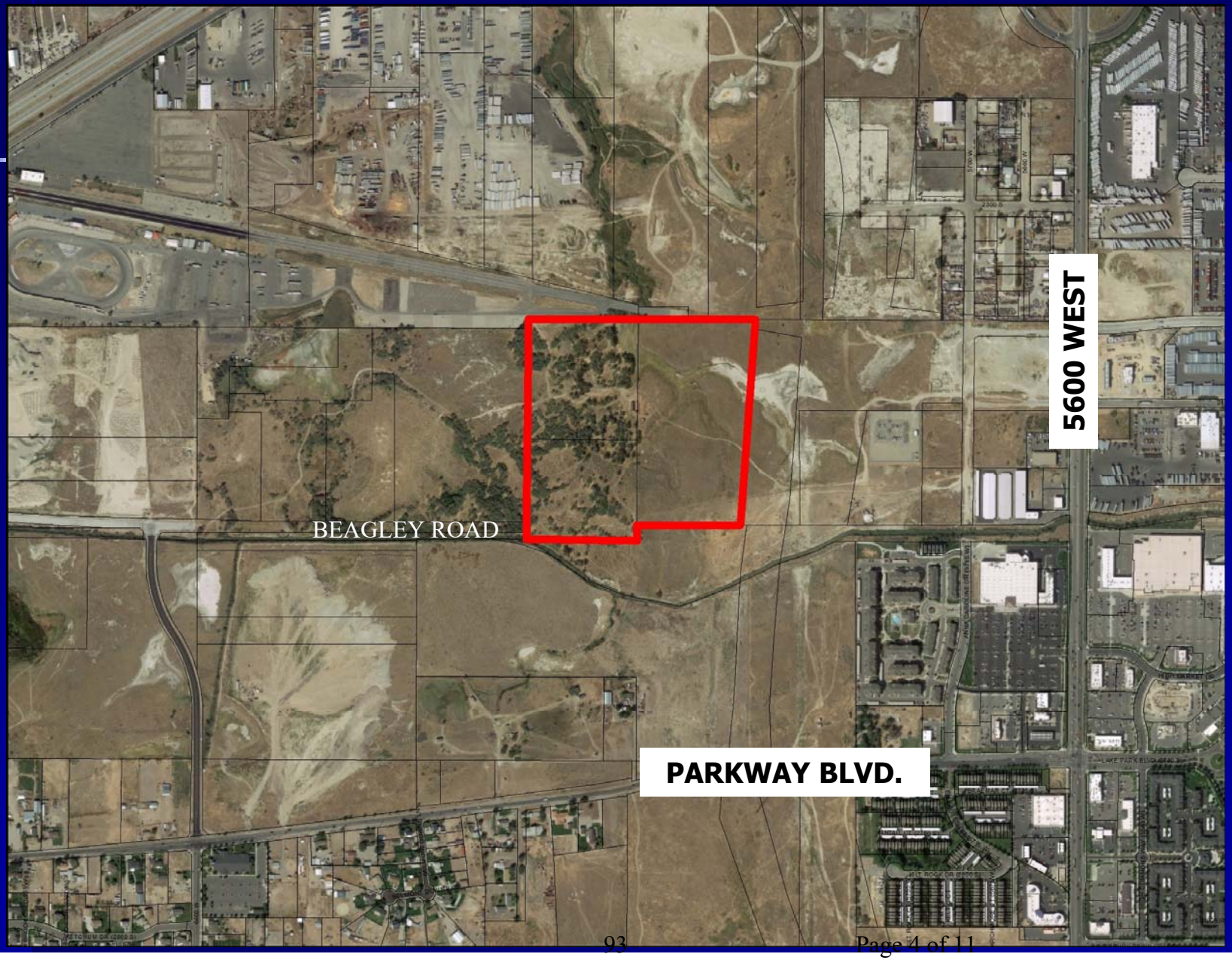
Commissioner McEwen seconded the motion.

Vote:	Commissioner Porter	Yes
	Commissioner Lovato	Yes
	Chair Meaders	Yes
	Commissioner Woodruff	Yes
	Commissioner McEwen	Yes
	Commissioner Wood	Yes
	Commissioner Winters	Yes

Unanimous – SMI-1-2021 – Approved

SMI-1-2021

Petition by SCOTT GODFREY requesting preliminary subdivision approval for the Godfrey West Subdivision. The subdivision will consist of 2 lots on 40 acres. The subdivision is located at approximately 2540 South 5900 West and is zoned M (Manufacturing). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



SMI-1-2021

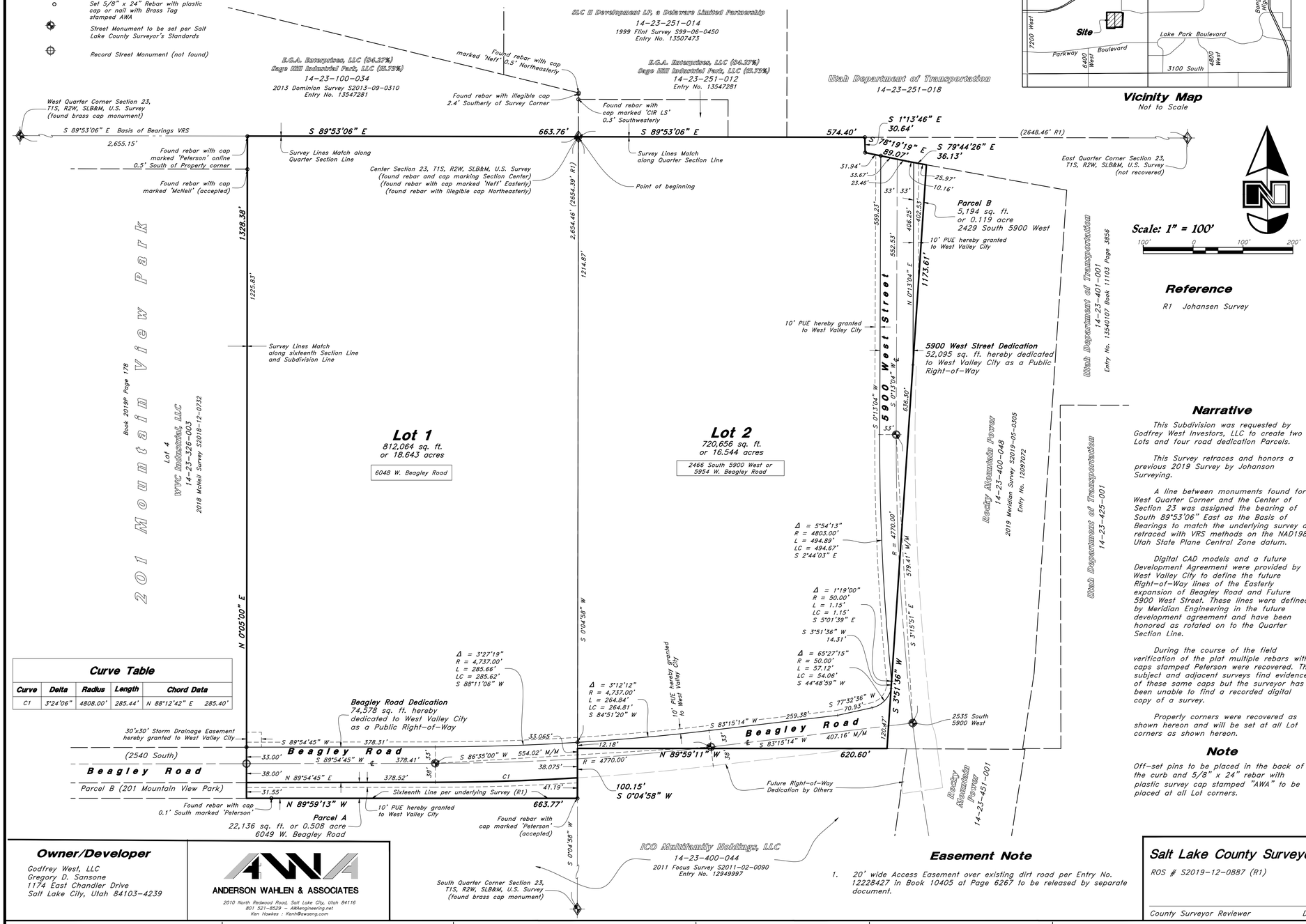
Petition by SCOTT GODFREY requesting preliminary subdivision approval for the Godfrey West Subdivision. The subdivision will consist of 2 lots on 40 acres. The subdivision is located at approximately 2540 South 5900 West and is zoned M (Manufacturing). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)

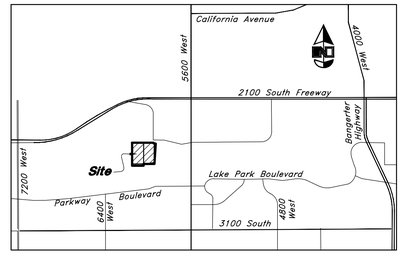
Godfrey West Subdivision

A Part of the South Half of Section 23, T1S, R2W,
SLB&M, U.S. Survey, West Valley City, Salt Lake County, Utah
2021

Legend

- Property Line
- Easement Line
- Adjoiner Line
- Section Line
- Centerline
- VRS — Virtual Reference Station
- Section Corner
- Set 5/8" x 24" Rebar with plastic cap or nail with Brass Tag stamped AWA
- Street Monument to be set per Salt Lake County Surveyor's Standards
- Record Street Monument (not found)





Vicinity Map
Not to Scale

Curve Table

Curve	Delta	Radius	Length	Chord Data
C1	3°24'06"	4808.00'	285.44'	N 88°12'42" E 285.40'

Reference

R1 Johansen Survey

Narrative

This Subdivision was requested by Godfrey West Investors, LLC to create two Lots and four road dedication Parcels.

This Survey retraces and honors a previous 2019 Survey by Johanson Surveying.

A line between monuments found for West Quarter Corner and the Center of Section 23 was assigned the bearing of South 89°53'06" East as the Basis of Bearings to match the underlying survey as retraced with VRS methods on the NAD1983 Utah State Plane Central Zone datum.

Digital CAD models and a future Development Agreement were provided by West Valley City to define the future Right-of-Way lines of the Easterly expansion of Beagley Road and Future 5900 West Street. These lines were defined by Meridian Engineering in the future development agreement and have been honored as rotated on to the Quarter Section Line.

During the course of the field verification of the plat multiple rebars with caps stamped Peterson were recovered. The subject and adjacent surveys find evidence of these same caps but the surveyor has been unable to find a recorded digital copy of a survey.

Property corners were recovered as shown hereon and will be set at all Lot corners as shown hereon.

Note

Off-set pins to be placed in the back of the curb and 5/8" x 24" rebar with plastic survey cap stamped "AWA" to be placed at all Lot corners.

Easement Note

1. 20' wide Access Easement over existing dirt road per Entry No. 12228427 in Book 10405 at Page 6267 to be released by separate document.

Surveyor's Certificate

I, Ken B. Hawkes, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 8707113 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act of the Laws of the State of Utah. I further certify that by the authority of the Owners, I have completed a survey of the property described on the plat in accordance with Section 17-23-17 and have verified all measurements; and have placed monuments as represented on this plat, and have subdivided said tract of land into Lots, Parcels and Streets, together with easements hereafter to be known as

Godfrey West Subdivision

Boundary Description

All of the land defined in those certain Special Warranty Deeds recorded as Entry No.'s 13540105, 13540106, and 13540107 of the Official Records of Salt Lake County, and as shown on Salt Lake County Record of Survey No. S2019-12-0887, being a part of the South Half of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, West Valley City, Utah, the overall boundary thereof being described metes and bounds as follows:

Beginning at a rebar with cap set in concrete found marking the Center of said Section 23; and running thence South 89°53'06" East 574.40 feet along the Quarter Section Line; thence South 1°13'46" East 30.64 feet; thence South 78°19'19" East 89.07 feet; thence South 79°44'26" East 36.13 feet; thence South 3°51'36" West 1173.61 feet to the Quarter Section Line; thence South 0°04'58" West 100.15 feet along said Quarter Section Line to the intersection thereof with the Sixteenth line running Easterly and Westerly; thence North 89°59'13" West 663.77 feet along said Sixteenth Line to the intersection thereof with the Sixteenth line running Northerly and Southerly; thence North 0°05'00" East 1328.38 feet along said Sixteenth Line to the intersection thereof with the Quarter Section Line; thence South 89°53'06" East 663.76 feet along said Quarter Section Line to the point of beginning.

Contains 1,686,723 sq. ft.
Or 38.722 acres
2 Lots, 2 Parcels

27 Apr, 2021
Date

PROFESSIONAL LAND SURVEYOR 8707113 KEN B. HAWKES STATE OF UTAH

Ken B. Hawkes
Utah PLS No. 8707113

Owner's Dedication and Consent to Record

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into Lots, Parcels and Streets together with easements as shown on this plat, and name said tract

Godfrey West Subdivision

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this platas intended for public use. The undersigned owner hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements as shown and/or noted on this plat to the parties indicated and for the purposes shown and/or noted hereon.

In witness whereby I, _____ have hereunto set my hand
This _____ Day _____ AD, 20_____.

Godfrey West Investors, LLC

by: Douglas G. Sansone
its: President

Acknowledgment

State of
County of } ss

On the _____ day of _____, 20____, personally appeared before me, the undersigned Notary Public, Douglas G. Sansone, who being by me duly sworn did say that he is the President of Godfrey West Investors, LLC and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and they acknowledged to me that said corporation executed the same.

Notary Public Full Name: _____.
Commission Number: _____.
My Commission Expires: _____.

A Notary Public Commissioned in Utah

(If above information is provided, no stamp required per Utah Code, Title 46, Chapter 1, Section 16)

A Notary Public

Sheet 1 of 1

Owner/Developer

Godfrey West, LLC
Gregory D. Sansone
1174 East Chandler Drive
Salt Lake City, Utah 84103-4239

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 – AWAengineering.net
Ken Hawkes : Kenh@awaeng.com

Salt Lake County Surveyor

ROS # S2019-12-0887 (R1)

County Surveyor Reviewer Date

Godfrey West Subdivision
A Part of the South Half of Section 23, T1S, R2W, SLB&M, U.S. Survey
West Valley City, Salt Lake County, Utah

West Valley Planning Commission
Approved this _____ Day of _____ A.D., 20____ by the West Valley City Planning Commision.
Chairman – West Valley City Planning Commission

Salt Lake County Health Department
Approved this _____ Day of _____ A.D., 20____.
Salt Lake Valley Health Department

Granger Hunter Improvement District
Approved this _____ Day of _____ A.D., 20____.
District Manager

West Valley City Engineer
Approved this _____ Day of _____ A.D., 20____.
West Valley City Engineer

Approval as to Form
Approved as to Form this _____ Day of _____ A.D., 20____.
West Valley City Attorney

West Valley City Council
Presented to the West Valley City Council this _____ Day of _____ A.D., 20____. At which time this subdivision was approved and accepted.
Attest: City Recorder
West Valley City Manager

Recorded #
State of Utah, County of Salt Lake, Recorded and Filed at the Request of
_____
Date _____ Time _____ Book _____ Page _____
Fee $
Salt Lake County Recorder

Item #:	
Fiscal Impact:	$1,800.00
Funding Source:	General Fund Federal TIGER Grant
Account #:	45-9610-40750-75259-0200
Budget Opening Required:	

ISSUE:

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

SYNOPSIS:

Matthew C. Gogan and Jennifer A. Gogan have signed an Easement Purchase Agreement, Perpetual Easement and a Temporary Construction Easement for property located at 4311 S. Stafford Way (21-04-180-001).

BACKGROUND:

This portion of the Matthew C. Gogan and Jennifer A. Gogan parcel located at 4311 S. Stafford Way is being acquired as part of the 2700 West Improvement Project Phase 2, scheduled to be constructed in 2021. 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 Matthew C. Gogan and Jennifer A. Gogan includes a Perpetual Easement for the wall and a Temporary Construction Easement. Compensation in the amount of $1,800.00 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 MATTHEW AND JENNIFER GOGAN FOR PROPERTY LOCATED AT 4311 WEST STAFFORD WAY.

WHEREAS, Matthew and Jennifer Gogan (herein "Owners") have entered into an Easement Purchase Agreement for property located at 4311 West Stafford Way 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 21st day of April, 2021, Matthew C. Gogan and Jennifer A. Gogan (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
MATTHEW C. GOGAN

State of Utah)
:ss
County of Salt Lake)

On this 21 day of April, 2021, personally appeared before me Matthew C. Gogan, 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.

Notary Public

MICHELE W. KINGSFORD
Notary Public, State of Utah
Commission # 704421
My Commission Expires
February 4, 2023

GRANTOR
JENNIFER A. GOGAN

State of Utah)
:ss
County of Salt Lake)

On this 21 day of April, 2021, personally appeared before me Jennifer A. Gogan, 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.

Notary Public

MICHELE W. KINGSFORD
Notary Public, State of Utah
Commission # 704421
My Commission Expires
February 4, 2023

GRANTEE
MAYOR

_____

ATTEST:

_____
CITY RECORDER

EXHIBIT A

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

Space above for County Recorder's use

PARCEL I.D. # **21-04-180-001**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Matthew C. Gogan and Jennifer A. Gogan,** 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 at the Northeast Corner of Lot 108 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 100.571 feet to the southeasterly corner of said lot; thence West 1.50 feet along the southeasterly line of said lot; thence North 00°01'13" East 100.14 feet to the northerly line of said lot; thence North 74° East 1.56 feet to the Point of Beginning. Encompassing 151 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.

GRANTOR

Matthew C. Gogan

GRANTOR

Jennifer A. Gogan

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Matthew C. Gogan and Jennifer A. Gogan,** 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: **21-04-180-001**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Matthew C. Gogan and Jennifer A. Gogan**, 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 **4311 S. Stafford Way**, 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 74° West 1.56 feet from the Northeast Corner of Lot 108 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 101.14 feet to the southerly line of said lot; thence West 10.00 feet along said southerly line; thence North 00°01'13" East 98.27 feet to the northerly line of said lot; thence North 74° East 10.40 feet along the northerly line of said lot to the Point of Beginning. Encompassing 992 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.

GRANTOR GRANTOR

_____ _____

Matthew C. Gogan **Jennifer A. Gogan**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Matthew C. Gogan and Jennifer A. Gogan,** 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. # **21-04-180-001**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Matthew C. Gogan and Jennifer A. Gogan,** 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 at the Northeast Corner of Lot 108 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 100.571 feet to the southeasterly corner of said lot; thence West 1.50 feet along the southeasterly line of said lot; thence North 00°01'13" East 100.14 feet to the northerly line of said lot; thence North 74° East 1.56 feet to the Point of Beginning. Encompassing 151 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 21 day of April, 2021.

GRANTOR

Matthew C. Gogan

GRANTOR

Jennifer A. Gogan

State of Utah)
:ss
County of Salt Lake)

On this 21 day of April, 2021, personally appeared before me **Matthew C. Gogan and Jennifer A. Gogan,** 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.

MICHELE W. KINGSFORD
Notary Public, State of Utah
Commission # 704421
My Commission Expires
February 4, 2023

Michele W. Kingsford
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **21-04-180-001**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Matthew C. Gogan and Jennifer A. Gogan**, 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 **4311 S. Stafford Way**, 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 74° West 1.56 feet from the Northeast Corner of Lot 108 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 101.14 feet to the southerly line of said lot; thence West 10.00 feet along said southerly line; thence North 00°01'13" East 98.27 feet to the northerly line of said lot; thence North 74° East 10.40 feet along the northerly line of said lot to the Point of Beginning. Encompassing 992 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 21 day of April, 2021.

GRANTOR

Matthew C. Gogan

GRANTOR

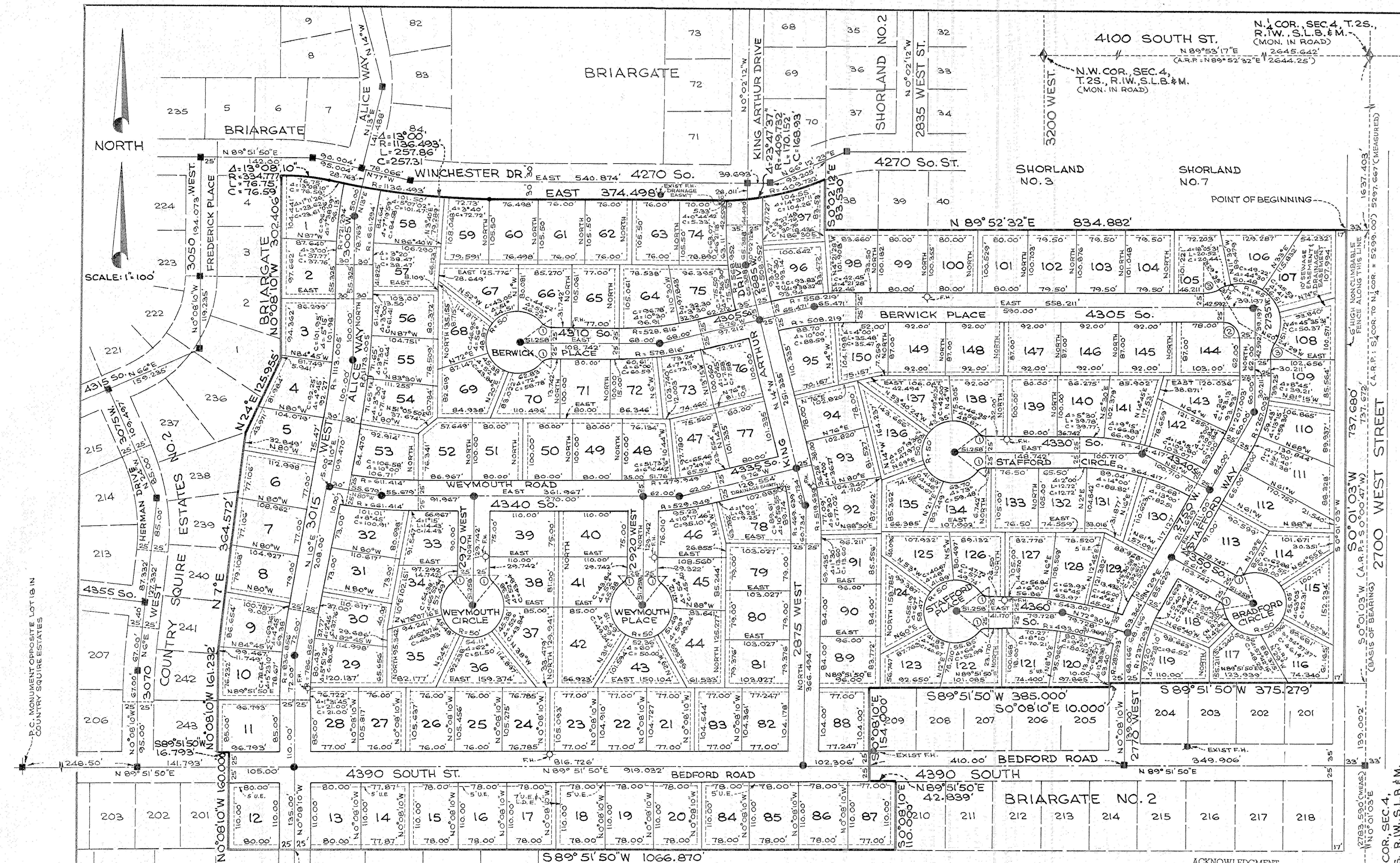
Jennifer A. Gogan

State of Utah)
:ss
County of Salt Lake)

On this 21 day of April, 2021, personally appeared before me **Matthew C. Gogan and Jennifer A. Gogan,** 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.

MICHELE W. KINGSFORD
Notary Public, State of Utah
Commission # 704421
My Commission Expires
February 4, 2023

Notary Public



SURVEYOR'S CERTIFICATE

I, C. J. SCHUCHERT, do hereby certify that I am a Registered [redacted] Land Surveyor, and that I hold certificate No. 2868, 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 BRIARGATE NO. 3 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 2700 WEST STREET, SAID POINT BEING S0°01'03"W ALONG THE ¼ SECTION LINE 1637.403 FEET AND S 89°52'32"W 33 FEET FROM THE NORTH ¼ COR. OF SEC.4, T.2S., R.1W., S.L.B.&M.; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S0°01'03"W 737.680 FEET TO NORTHEAST CORNER OF BRIARGATE NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SAID SUBDIVISION, THE FOLLOWING COURSES:
S 89°51'50"W	375.279	FEET; THENCE S0°08'10"E 10.000 FEET; THENCE S 89°51'50"W 385.000 FEET;

THENCE S0°08'10"E 154.000 FEET; THENCE N 89°51'50"E 42.839 FEET AND S0°08'10"E 110.000 FEET; THENCE S 89°51'50"W ALONG THE NORTH LINE OF MILLERAMA VIEW SUBDIVISION EXTENDED, 1066.870 FEET TO THE SOUTHEAST CORNER OF LOT 201 OF COUNTRY SQUIRE ESTATES NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SAID COUNTRY SQUIRE ESTATES NO.2, AND THENCE ALONG THE PERIMETER OF BRIARGATE, A SUBDIVISION, THE FOLLOWING COURSES:- N0°08'10"W 160.00 FEET; THENCE S89°51'50"W 16.793 FEET; THENCE N 0°08'10"W 161.232 FEET; THENCE N7°E 364.572 FEET; THENCE N24°E 125.955 FEET; THENCE N0°08'10"W 302.406 FEET TO THE BEGINNING OF A 334.777 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS S0°08'10"E; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13°08'10", A DISTANCE OF 76.75 FEET TO A POINT OF REVERSE CURVE, THE CENTER OF WHICH BEARS N13°E; THENCE ALONG A 1136.493 FOOT RADIUS CURVE, EASTERLY, TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°00' A DISTANCE OF 257.86 FEET; THENCE EAST 374.498 FEET TO THE BEGINNING OF A 409.732 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS NORTH; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°47'37", A DISTANCE OF 170.152 FEET TO THE WESTERLY BOUNDARY LINE OF SHORLAND NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SHORLAND NO. 2, 3 & 7 SUBDIVISIONS S0°02'12"E 83.530 FEET AND N89°52'32"E 834.882' FEET TO THE POINT OF BEGINNING.

6/30/1975
DATE

COON, KING & KNOWLTON

(Seal: REGISTERED LAND SURVEYOR 2868 C. J. SCHUCHERT State of Utah) C. J. Schuchert

OWNER'S DEDICATION

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

BRIARGATE NO. 3

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

In witness whereof WE have hereunto set OUR HANDS this 23RD day of SEPTEMBER A.D., 1975

AMERICAN EQUITY CORPORATION
By Glen Saxton
GLEN SAXTON, PRESIDENT

SECURITY TITLE COMPANY, TRUSTEE
Gordon H. Dick
GORDON H. DICK, EXEC. VICE PRESIDENT
Craig F. Thomsen
CRAIG F. THOMSEN, VICE PRESIDENT

LEGEND

- ● DENOTES MONUMENTS TO BE SET
- ■ DENOTES EXISTING MONUMENTS
- F.H. DENOTES FIRE HYDRANTS TO BE SET
- U.E. DENOTES UTILITIES EASEMENT
- L.D.E. DENOTES LOT DRAINAGE EASEMENT
- DENOTES EASEMENTS ON BOTH SIDE OF ℄.
- DENOTES EASEMENTS ON ONE SIDE OF ℄.

SMALL CURVES DATA

① Δ = 52°00'; R = 15.047'; L = 13.66'; C = 13.19'
② Δ = 90°00'; R = 25.00'; L = 36.27'; C = 35.36'
③ Δ = 29°35'31"; R = 50.00'; L = 25.82'; C = 25.54'

NOTE: ALL EASEMENTS ARE 7' WIDE UNLESS OTHERWISE INDICATED. THEY ARE ALL UTILITIES & LOT DRAINAGE EASEMENTS IF NOT MENTIONED OTHERWISE.

ACKNOWLEDGMENT

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

ON THE 23RD DAY OF SEPTEMBER, 1975, PERSONALLY APPEARED BEFORE ME GORDON H. DICK AND CRAIG F. THOMSEN WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID GORDON H. DICK IS THE EXEC. VICE PRESIDENT AND THAT HE, THE SAID CRAIG F. THOMSEN IS THE VICE PRESIDENT OF SECURITY TITLE COMPANY AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY THE AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID GORDON H. DICK AND CRAIG F. THOMSEN EACH ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 11-8-78

Gerald W. Adamson
NOTARY PUBLIC

RESIDING IN SALT LAKE CITY UTAH

ACKNOWLEDGMENT

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

ON THE 23rd DAY OF September 1975, PERSONALLY APPEARED BEFORE ME GLEN SAXTON

WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT HE IS/ARE THE PRESIDENT OF AMERICAN EQUITY CORPORATION, AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF BOARD OF DIRECTORS AND THE SAID GLEN SAXTON

ACKNOWLEDGED TO ME THAT SAID AMERICAN EQUITY CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 10-19-76

Barna M. Coupe
NOTARY PUBLIC

RESIDING IN Salt Lake City, Utah

INDIVIDUAL
ACKNOWLEDGMENT

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

On the ___ day of ___ A.D., 19___, 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

BRIARGATE NO. 3

(150 LOTS) (37.510 ACRES)

A SUBDIVISION IN SEC. 4, T.2S., R.1W.,
SALT LAKE BASE & MERIDIAN

PLANNING COMMISSION	BOARD OF HEALTH	FLOOD CONTROL DEPT.	SURVEYOR'S CERTIFICATE	APPROVAL AS TO FORM	COUNTY COMMISSION	RECORDED # 2748656
APPROVED THIS 19th DAY OF Sep A.D., 1975 BY THE SALT LAKE COUNTY PLANNING COMMISSION. Glynn Petersen — CHAIRMAN, SALT LAKE CO. PLANNING COMM.	APPROVED THIS 23rd DAY OF Sept A.D., 1975 Frank Seegmiller — DIRECTOR, S. L. CO. BOARD OF HEALTH	APPROVED THIS 19th DAY OF SEPTEMBER A.D., 1975 — FLOOD CONTROL COORDINATOR	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. 9/30/75 M. Earl Larsen — DATE, SALT LAKE COUNTY SURVEYOR	APPROVED AS TO FORM THIS 30 DAY OF Sept A.D., 1975 — Depty SALT LAKE COUNTY ATTORNEY	PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 1st DAY OF October A.D., 1975, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED. ATTEST: SALT LAKE CO. CLERK; CHAIRMAN, BD. OF CO. COMM.	STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Security Title Co. DATE October 6, 1975 TIME 8:16 AM BOOK 75-10 PAGE 156 FEE $ $85.00 Katie L. Dixon — SALT LAKE COUNTY RECORDER

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

Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

E 1/2 NW 1/4 Sec 04 T2S R1W

SALT LAKE COUNTY, UTAH

5/2/2019
115

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

21-04-12

Item #:	
Fiscal Impact:	$3,700.00
Funding Source:	General Fund Federal TIGER Grant
Account #:	45-9610-40750-75259-0200
Budget Opening Required:	

ISSUE:

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

SYNOPSIS:

Paulette I. Schwalger and Kevin W. Schwalger have signed an Easement Purchase Agreement, Perpetual Easement and a Temporary Construction Easement for property located at 4303 S. Stafford Way (21-04-176-022).

BACKGROUND:

This portion of the Paulette I. Schwalger and Kevin W. Schwalger parcel located at 4303 S. Stafford Way is being acquired as part of the 2700 West Improvement Project Phase 2, scheduled to be constructed in 2021. 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 Paulette I. Schwalger and Kevin W. Schwalger includes a Perpetual Easement for the wall and a Temporary Construction Easement. Compensation in the amount of $3,700.00 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 PAULETTE AND KEVIN SCHWALGER FOR PROPERTY LOCATED AT 4303 WEST STAFFORD WAY.

WHEREAS, Paulette and Kevin Schwalger (herein "Owners") have entered into an Easement Purchase Agreement for property located at 4303 West Stafford Way 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 19 day of April, 2021, Paulette I. Schwalger and Kevin W. Schwalger (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 $3,700.00 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
PAULETTE I. SCHWALGER

Paulette Ann Schwalger

State of Utah)
:ss
County of Salt Lake)

On this 19 day of April, 2021, personally appeared before me Paulette I. Schwalger, 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.

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

Notary Public

GRANTOR
KEVIN W. SCHWALGER

Kevin W Schwalger

State of Utah)
:ss
County of Salt Lake)

On this 19 day of April, 2021, personally appeared before me Kevin W. Schwalger, 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. # **21-04-176-022**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Paulette I. Schwalger and Kevin W. Schwalger,** 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 at the Northeast Corner of Lot 107 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 107.994 feet to the southeasterly corner of said lot; thence South 74° West 2.08 feet along the southeasterly line of said lot; thence North 00°01'13" East 108.56 feet to the northerly line of said lot; thence North 89°52'32" East 2.00 feet to the Point of Beginning. Encompassing 217 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.

GRANTOR

Paulette I. Schwalger

GRANTOR

Kevin W. Schwalger

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Paulette I. Schwalger and Kevin W. Schwalger,** 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: **21-04-176-022**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Paulette I. Schwalger and Kevin W. Schwalger**, 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 **4303 S. Stafford Way**, 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 Northeast Corner of Lot 107 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 108.42 feet to the southeasterly line of said lot; thence South 74° West 10.40 feet along the southeasterly line of said lot; thence North 00°01'13" East 111.26 feet to the northerly line of said lot; thence North 89°52'32" East 10.00 feet along the northerly line of said lot to the Point of Beginning. Encompassing 1,098 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.

GRANTOR GRANTOR

_____ _____

Paulette I. Schwalger **Kevin W. Schwalger**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Paulette I. Schwalger and Kevin W. Schwalger,** 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. #**21-04-176-022**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Paulette I. Schwalger and Kevin W. Schwalger,** 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 at the Northeast Corner of Lot 107 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 107.994 feet to the southeasterly corner of said lot; thence South 74° West 2.08 feet along the southeasterly line of said lot; thence North 00°01'13" East 108.56 feet to the northerly line of said lot; thence North 89°52'32" East 2.00 feet to the Point of Beginning. Encompassing 217 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 19 day of April, 2021.

GRANTOR

Paulette I Schwalger
Paulette I. Schwalger

GRANTOR

Kevin W Schw
Kevin W. Schwalger

WITNESSED the hands of said GRANTORS this 19 day of April, 2021.

GRANTOR

Paulette I Schwalger

Paulette I. Schwalger

GRANTOR

Kevin W Schwalger

Kevin W. Schwalger

State of Utah)
:ss
County of Salt Lake)

On this 19 day of April, 2021, personally appeared before me **Paulette I. Schwalger and Kevin W. Schwalger,** 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.

Brandi Davenport

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: **21-04-176-022**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Paulette I. Schwalger and Kevin W. Schwalger**, 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 **4303 S. Stafford Way**, 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 Northeast Corner of Lot 107 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 108.42 feet to the southeasterly line of said lot; thence South 74° West 10.40 feet along the southeasterly line of said lot; thence North 00°01'13" East 111.26 feet to the northerly line of said lot; thence North 89°52'32" East 10.00 feet along the northerly line of said lot to the Point of Beginning. Encompassing 1,098 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.

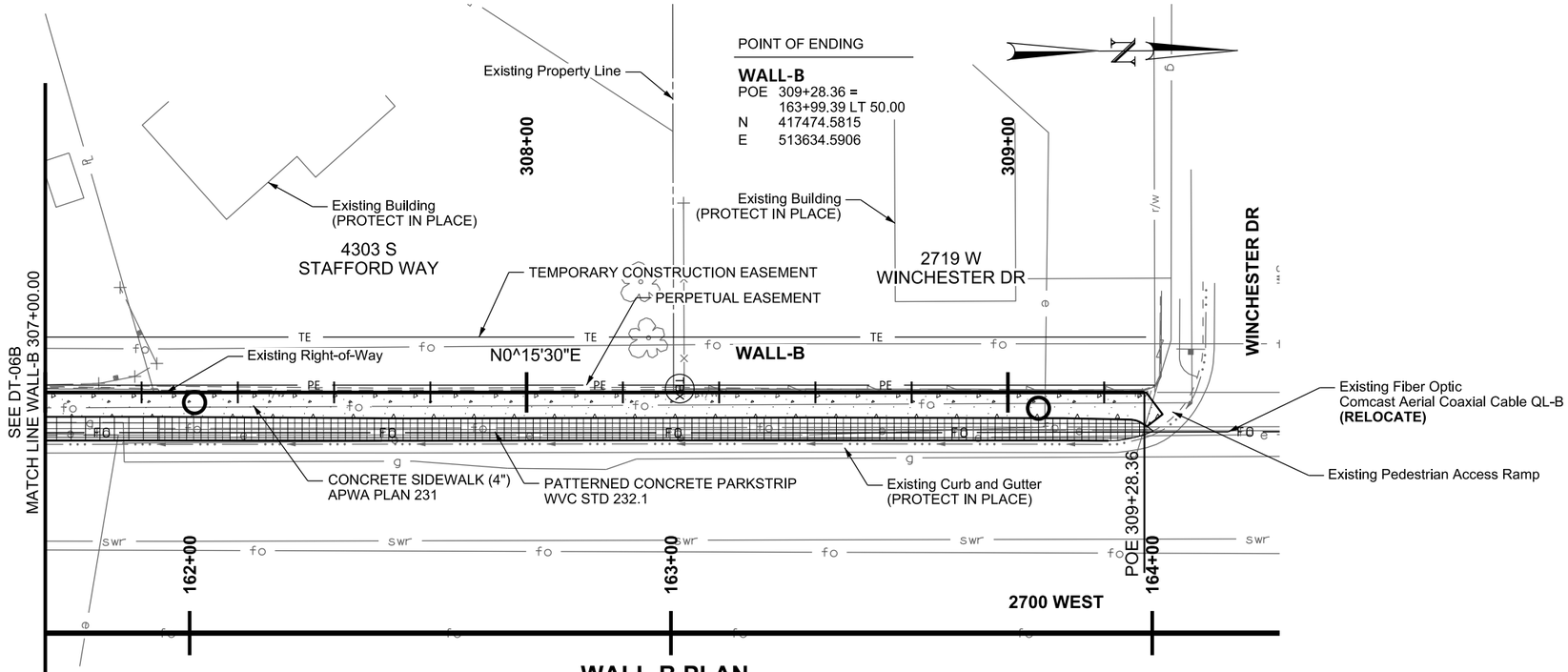
This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in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

State of Utah)
:ss
County of Salt Lake)

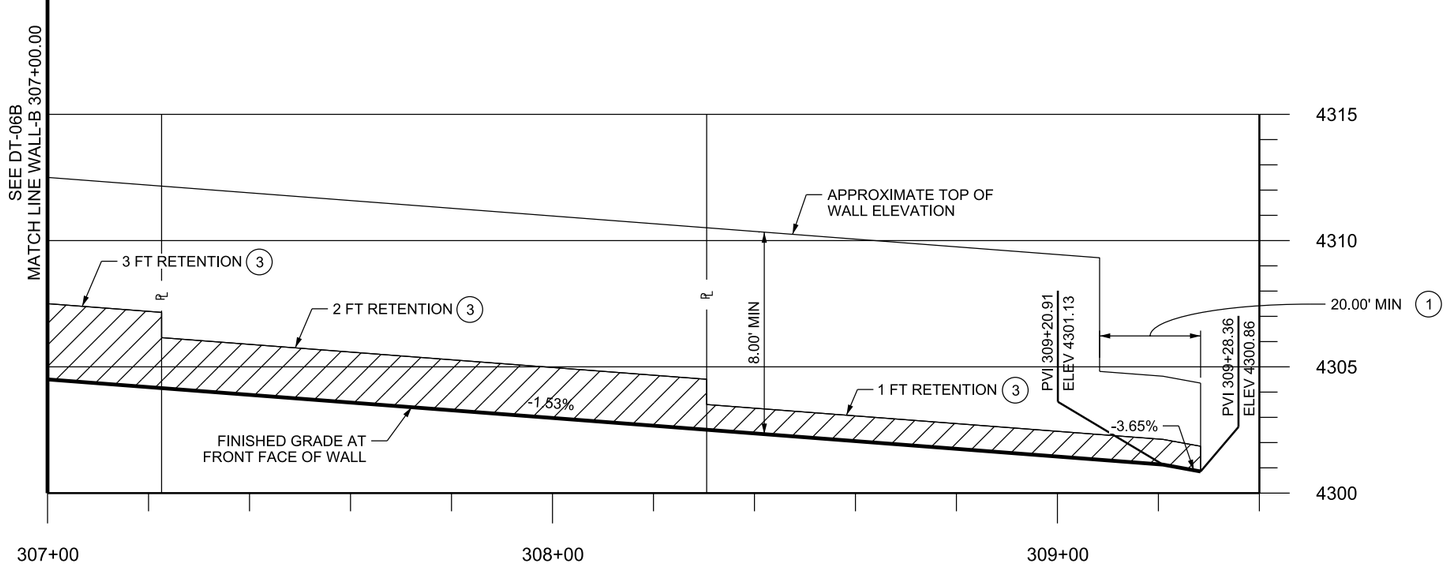
On this 19 day of April, 2021, personally appeared before me **Paulette I. Schwalger and Kevin W. Schwalger,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

Notary Public

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



WALL-B PLAN



WALL-B PROFILE

LEGEND

RETAINING GREATER THAN 1.00'

NOTES

1. PROVIDE 20.00 FT LENGTH MINIMUM OF 3.5 FT TALL WALL AS SHOWN FOR DRIVER SIGHT CLEARANCE. STEP WALL HEIGHT FROM 3.50 FT TO 8.00 FT AS SHOWN.
2. PROVIDE WALL DRAINAGE PER SHEET DT-04B, WHERE WALL RETAINS 1 FT OR GREATER.
3. DESIGN WALL PANEL TO RETAIN HEIGHT SHOWN ON WALL PROFILE.
4. FRONT FACE OF WALL AND WALL CONTROL LINE IS AT EXISTING RIGHT-OF-WAY.
5. SEE RM SERIES FOR REMOVAL INFORMATION.
6. SEE UT SERIES FOR UTILITY INFORMATION.
7. SEE DT-04A FOR WALL TYPICAL SECTION.
8. STEP ADJACENT PANELS NO MORE THAN 1 FT HEIGHT DIFFERENCE UNLESS OTHERWISE NOTED.

REV	DATE	DESCRIPTION

Designed By: TCV
Drawn By: TWR
Checked By: MSN
Approved By: ALK

CivilScience Engineers | Surveyors | Solutions

UTA

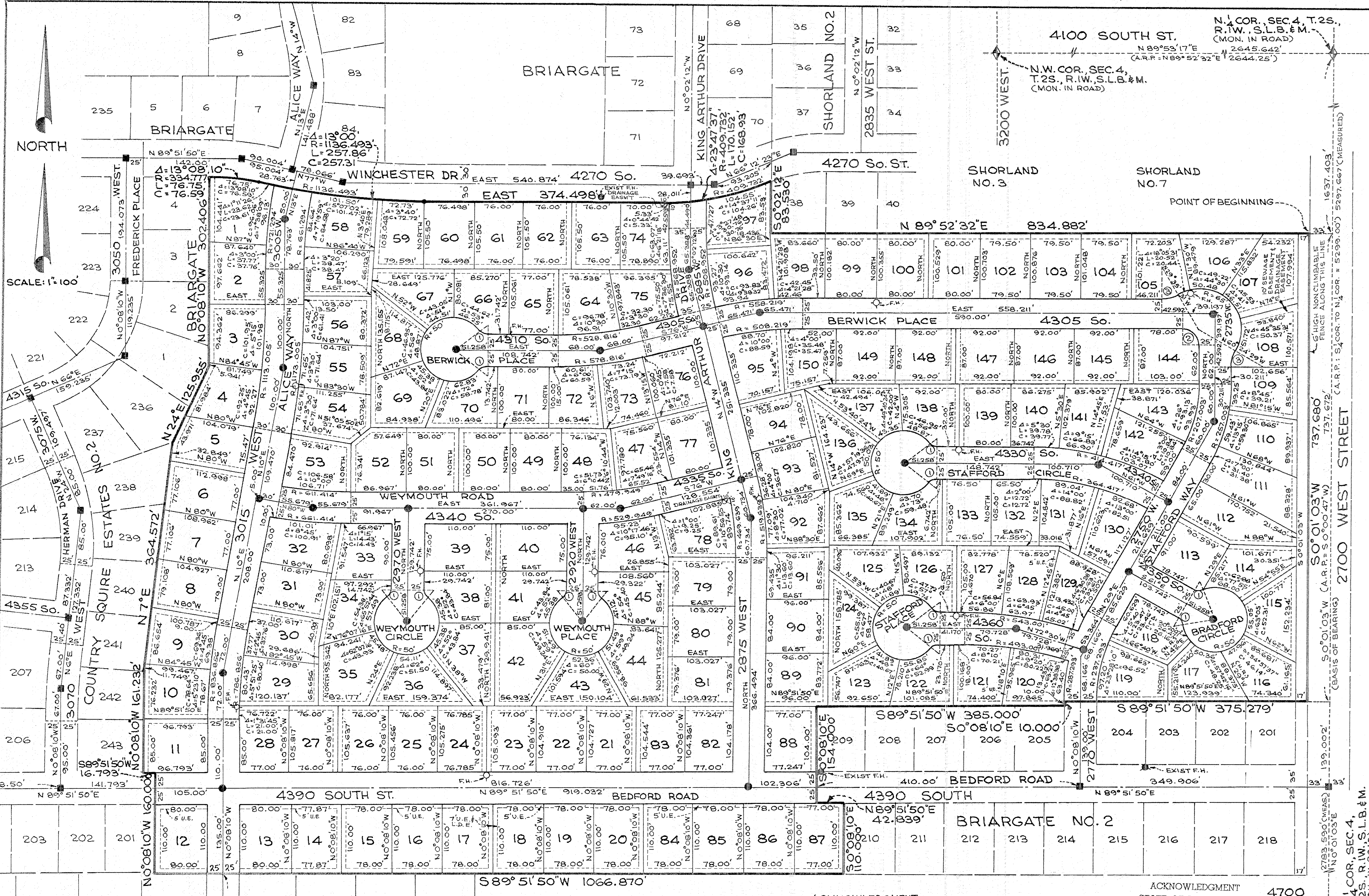
WALL-B PLAN AND PROFILE

WEST VALLEY CITY
WVC_BLK_5
2700 WEST BIKE LANES

CADD Filename: WVC_BKL_5_DT-06C.dgn
UTA Contract No.: 18-2399TP
Drawing: DT-06C
Sheet No.: 15 OF 22

DGN File: IP_PWP:d0423537\WVC_BKL_5_DT-06C.dgn
30-MAR-2021

SALT LAKE COUNTY SURVEYOR STANDARD SUBDIVISION FORM



LEGEND

- DENOTES MONUMENTS TO BE SET
- DENOTES EXISTING MONUMENTS
- F.H. DENOTES FIRE HYDRANTS TO BE SET
- U.E. DENOTES UTILITIES EASEMENT
- L.D.E. DENOTES LOT DRAINAGE EASEMENT
- DENOTES EASEMENTS ON BOTH SIDE OF ℄.
- DENOTES EASEMENTS ON ONE SIDE OF ℄.

SMALL CURVES DATA

1. Δ = 52°00'; R = 15.047'; L = 13.66'; C = 13.19'
2. Δ = 90°00'; R = 25.00'; L = 36.27'; C = 35.36'
3. Δ = 29°35'31"; R = 50.00'; L = 25.82'; C = 25.54'

NOTE: ALL EASEMENTS ARE 7' WIDE UNLESS OTHERWISE INDICATED. THEY ARE ALL UTILITIES & LOT DRAINAGE EASEMENTS IF NOT MENTIONED OTHERWISE.

SURVEYOR'S CERTIFICATE

I, C. J. SCHUCHERT, do hereby certify that I am a Registered [redacted] Land Surveyor, and that I hold certificate No. 2868, 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 BRIARGATE NO. 3 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 2700 WEST STREET, SAID POINT BEING S 0°01'03"W ALONG THE ¼ SECTION LINE 1637.403 FEET AND S 89°52'32"W 33 FEET FROM THE NORTH ¼ COR. OF SEC.4, T.2S., R.1W., S.L.B.&M.; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S 0°01'03"W 737.680 FEET TO NORTHEAST CORNER OF BRIARGATE NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SAID SUBDIVISION, THE FOLLOWING COURSES:
S 89°51'50"W	375.279	FEET; THENCE S 0°08'10"E 10.000 FEET; THENCE S 89°51'50"W 385.000 FEET;

THENCE S 0°08'10"E 154.000 FEET; THENCE N 89°51'50"E 42.839 FEET AND S 0°08'10"E 110.000 FEET; THENCE S 89°51'50"W ALONG THE NORTH LINE OF MILLERAMA VIEW SUBDIVISION EXTENDED, 1066.870 FEET TO THE SOUTHEAST CORNER OF LOT 201 OF COUNTRY SQUIRE ESTATES NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SAID COUNTRY SQUIRE ESTATES NO.2, AND THENCE ALONG THE PERIMETER OF BRIARGATE, A SUBDIVISION, THE FOLLOWING COURSES:- N 0°08'10"W 160.00 FEET; THENCE S 89°51'50"W 16.793 FEET; THENCE N 0°08'10"W 161.232 FEET; THENCE N 7°E 364.572 FEET; THENCE N 24°E 125.955 FEET; THENCE N 0°08'10"W 302.406 FEET TO THE BEGINNING OF A 334.777 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS S 0°08'10"E; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13°08'10", A DISTANCE OF 76.75 FEET TO A POINT OF REVERSE CURVE, THE CENTER OF WHICH BEARS N 13°E; THENCE ALONG A 1136.493 FOOT RADIUS CURVE, EASTERLY, TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°00' A DISTANCE OF 257.86 FEET; THENCE EAST 374.498 FEET TO THE BEGINNING OF A 409.732 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS NORTH; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°47'37", A DISTANCE OF 170.152 FEET TO THE WESTERLY BOUNDARY LINE OF SHORLAND NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SHORLAND NO. 2, 3 & 7 SUBDIVISIONS S 0°02'12"E 83.530 FEET AND N 89°52'32"E 834.882' FEET TO THE POINT OF BEGINNING.

6/30/1975
DATE

COON, KING & KNOWLTON

(Seal: REGISTERED LAND SURVEYOR 2868 C. J. SCHUCHERT State of Utah) C. J. Schuchert

OWNER'S DEDICATION

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

BRIARGATE NO. 3

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

In witness whereof WE have hereunto set OUR HANDS this 23RD day of SEPTEMBER A.D., 1975

AMERICAN EQUITY CORPORATION
By Glen Saxton
GLEN SAXTON, PRESIDENT

SECURITY TITLE COMPANY, TRUSTEE
Gordon H. Dick
GORDON H. DICK, EXEC. VICE PRESIDENT
Craig F. Thomsen
CRAIG F THOMSEN, VICE PRESIDENT

ACKNOWLEDGMENT

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

ON THE 23rd DAY OF SEPTEMBER, 1975, PERSONALLY APPEARED BEFORE ME GORDON H. DICK AND CRAIG F. THOMSEN WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID GORDON H. DICK IS THE EXEC. VICE PRESIDENT AND THAT HE, THE SAID CRAIG F. THOMSEN IS THE VICE PRESIDENT OF SECURITY TITLE COMPANY AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY THE AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID GORDON H. DICK AND CRAIG F. THOMSEN EACH ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 11-8-78

Gerald W. Adamson
NOTARY PUBLIC
RESIDING IN SALT LAKE CITY UTAH

ACKNOWLEDGMENT

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

ON THE 23rd DAY OF September 1975, PERSONALLY APPEARED BEFORE ME GLEN SAXTON WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT HE IS/ARE THE PRESIDENT OF AMERICAN EQUITY CORPORATION, AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF BOARD OF DIRECTORS AND THE SAID GLEN SAXTON ACKNOWLEDGED TO ME THAT SAID AMERICAN EQUITY CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 10-19-76

Rama M. Coupe
NOTARY PUBLIC
RESIDING IN Salt Lake City, Utah

INDIVIDUAL
ACKNOWLEDGMENT

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

On the ___ day of ___ A.D., 19___, 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

BRIARGATE NO.3

(150 LOTS) (37.510 ACRES)

A SUBDIVISION IN SEC.4, T.2S., R.1W., SALT LAKE BASE & MERIDIAN

PLANNING COMMISSION	BOARD OF HEALTH	FLOOD CONTROL DEPT.	SURVEYOR'S CERTIFICATE	APPROVAL AS TO FORM	COUNTY COMMISSION	RECORDED # 2748656
APPROVED THIS 19th DAY OF Sep A.D., 1975 BY THE SALT LAKE COUNTY PLANNING COMMISSION. Glynn Petersen — CHAIRMAN, SALT LAKE CO. PLANNING COMM.	APPROVED THIS 23rd DAY OF Sept A.D., 1975 Frank Seegmiller — DIRECTOR, S. L. CO. BOARD OF HEALTH	APPROVED THIS 19th DAY OF September A.D., 1975 — FLOOD CONTROL COORDINATOR	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. 9/30/75 M. Earl Larsen — DATE, SALT LAKE COUNTY SURVEYOR	APPROVED AS TO FORM THIS 30 DAY OF Sept A.D., 1975 — Deputy SALT LAKE COUNTY ATTORNEY	PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 1st DAY OF October A.D., 1975, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED. ATTEST: SALT LAKE CO. CLERK; Wm. E. Dunn — CHAIRMAN, BD. OF CO. COMM.	STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Security Title Co. DATE October 6, 1975 TIME 8:16 AM BOOK 75-10 PAGE 156. FEE $ $85.00. Katie L. Dixon — SALT LAKE COUNTY RECORDER

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

OSBORNE'S ENG. SUPPLY #125

Item #:	
Fiscal Impact:	$5,000.00
Funding Source:	General Fund Federal TIGER Grant
Account #:	45-9610-40750-75259-0200
Budget Opening Required:	

ISSUE:

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

SYNOPSIS:

Robert Chase Doporto has signed an Easement Purchase Agreement, Perpetual Easement and a Temporary Construction Easement for property located at 4329 S. Stafford Way (21-04-180-004).

BACKGROUND:

This portion of the Robert Chase Doporto parcel located at 4329 S. Stafford Way is being acquired as part of the 2700 West Improvement Project Phase 2, scheduled to be constructed in 2021. 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 Robert Chase Doporto includes a Perpetual Easement for the wall and a Temporary Construction Easement. Compensation in the amount of $5,000.00 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 ROBERT CHASE DOPORTO FOR PROPERTY LOCATED AT 4329 WEST STAFFORD WAY.

WHEREAS, Robert Chase Doporto (herein "Owner") has entered into an Easement Purchase Agreement for property located at 4329 West Stafford Way that is affected by the 2700 West Improvements Project (herein "Project"); and

WHEREAS, Owner has 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 Owner, 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 19 day of April, 2021, Robert Chase Doporto (GRANTOR), hereby agrees 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 $5,000.00 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
ROBERT CHASE DOPORTO

State of Utah)
:ss
County of Davis)

On this 19 day of April, 2021, personally appeared before me Robert Chase Doporto, 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.

Michal Heath Dee
Notary Public

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. # **21-04-180-004**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Robert Chase Doporto,** GRANTOR**,** hereby grants and conveys 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 at the Northeast Corner of Lot 111 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 88.328 feet to the southeasterly corner of said lot; thence North 61° West 1.72 feet along the southerly line of said lot; thence North 00°01'13" East 88.10 feet to the northerly line of said lot; thence South 68° East 1.62 feet to the Point of Beginning. Encompassing 133 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 hand of said GRANTOR this _____ day of _____, 2021.

GRANTOR

_____

Robert Chase Doporto

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Robert Chase Doporto,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

_____
Notary Public

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

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

Space above for County Recorder's use

PARCEL ID NO: **21-04-180-004**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Robert Chase Doporto**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **4329 S. Stafford Way**, 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 North 68° West 1.62 feet from the Northeast Corner of Lot 111 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 88.10 feet to the southerly line of said lot; thence North 61° West 11.44 feet along said southerly line; thence North 00°01'13" East 86.60 feet to the northerly line of said lot; thence South 68° East 10.79 feet to the Point of Beginning. Encompassing 874 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 hand of said GRANTOR this _____ day of _____, 2021.

GRANTOR

_____

Robert Chase Doporto

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Robert Chase Doporto,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL I.D. # **21-04-180-004**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Robert Chase Doporto,** GRANTOR, hereby grants and conveys 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 at the Northeast Corner of Lot 111 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 88.328 feet to the southeasterly corner of said lot; thence North 61° West 1.72 feet along the southerly line of said lot; thence North 00°01'13" East 88.10 feet to the northerly line of said lot; thence South 68° East 1.62 feet to the Point of Beginning. Encompassing 133 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 hand of said GRANTOR this 19 day of April, 2021.

GRANTOR

Robert Chase Doporto

MICHAL HEATH DEE
Notary Public - State of Utah
Comm. No. 709877
My Commission Expires on
Feb 22, 2024

State of Utah)
:ss
County of Davis)

On this 19th day of April, 2021, personally appeared before me **Robert Chase Doporto,** 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.

Michal Heath Dee
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **21-04-180-004**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Robert Chase Doporto**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **4329 S. Stafford Way**, 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 North 68° West 1.62 feet from the Northeast Corner of Lot 111 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 88.10 feet to the southerly line of said lot; thence North 61° West 11.44 feet along said southerly line; thence North 00°01'13" East 86.60 feet to the northerly line of said lot; thence South 68° East 10.79 feet to the Point of Beginning. Encompassing 874 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 hand of said GRANTOR this 19 day of April, 2021.

GRANTOR

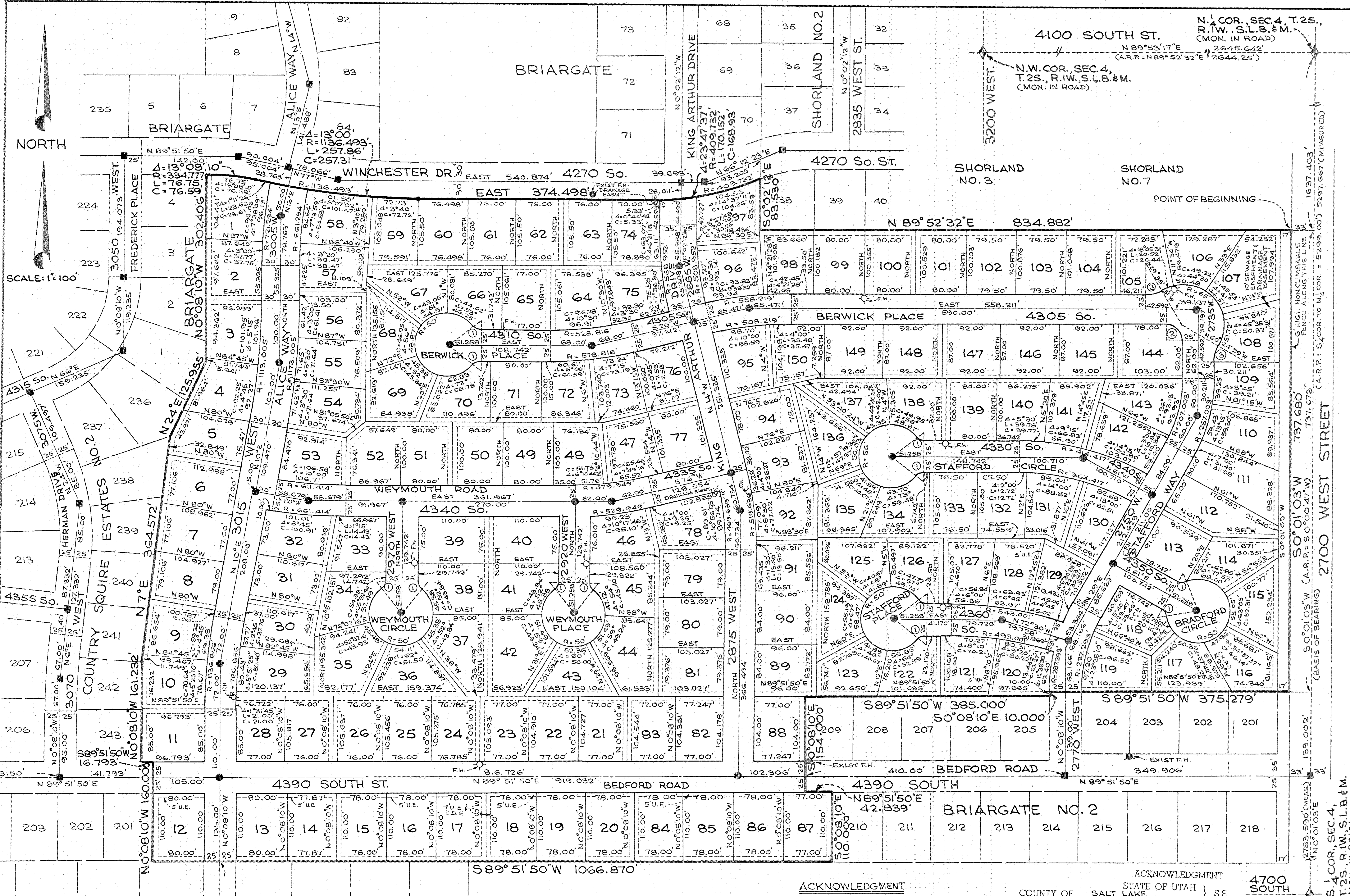
Robert Chase Doporto

MICHAL HEATH DEE
Notary Public - State of Utah
Comm. No. 709877
My Commission Expires on
Feb 22, 2024

State of Utah)
:ss
County of Davis)

On this 14 day of April, 2021, personally appeared before me **Robert Chase Doporto,** 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



SURVEYOR'S CERTIFICATE

I, C. J. SCHUCHERT, do hereby certify that I am a Registered [redacted] Land Surveyor, and that I hold certificate No. 2868, 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 BRIARGATE NO. 3 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 2700 WEST STREET, SAID POINT BEING S0°01'03"W ALONG THE 1/4 SECTION LINE 1637.403 FEET AND S 89°52'32"W 33 FEET FROM THE NORTH 1/4 COR. OF SEC.4, T.2S., R.1W., S.L.B.&M.; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S0°01'03"W 737.680 FEET TO NORTHEAST CORNER OF BRIARGATE NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SAID SUBDIVISION, THE FOLLOWING COURSES:
S89°51'50"W	375.279	FEET; THENCE S0°08'10"E 10.000 FEET; THENCE S89°51'50"W 385.000 FEET;

THENCE S0°08'10"E 154.000 FEET; THENCE N89°51'50"E 42.839 FEET AND S0°08'10"E 110.000 FEET; THENCE S 89°51'50"W ALONG THE NORTH LINE OF MILLERAMA VIEW SUBDIVISION EXTENDED, 1066.870 FEET TO THE SOUTHEAST CORNER OF LOT 201 OF COUNTRY SQUIRE ESTATES NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SAID COUNTRY SQUIRE ESTATES NO.2, AND THENCE ALONG THE PERIMETER OF BRIARGATE, A SUBDIVISION, THE FOLLOWING COURSES:- N0°08'10"W 160.00 FEET; THENCE S89°51'50"W 16.793 FEET; THENCE N 0°08'10"W 161.232 FEET; THENCE N7°E 364.572 FEET; THENCE N 24°E 125.955 FEET; THENCE N0°08'10"W 302.406 FEET TO THE BEGINNING OF A 334.777 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS S0°08'10"E; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13°08'10", A DISTANCE OF 76.75 FEET TO A POINT OF REVERSE CURVE, THE CENTER OF WHICH BEARS N13°E; THENCE ALONG A 1136.493 FOOT RADIUS CURVE, EASTERLY, TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°00' A DISTANCE OF 257.86 FEET; THENCE EAST 374.498 FEET TO THE BEGINNING OF A 409.732 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS NORTH; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°47'37", A DISTANCE OF 170.152 FEET TO THE WESTERLY BOUNDARY LINE OF SHORLAND NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SHORLAND NO. 2, 3 & 7 SUBDIVISIONS S0°02'12"E 83.530 FEET AND N89°52'32"E 834.882' FEET TO THE POINT OF BEGINNING.

6/30/1975
DATE

COON, KING & KNOWLTON

REGISTERED LAND SURVEYOR 2868 C. J. SCHUCHERT State of Utah
C.J. Schuchert

OWNER'S DEDICATION

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

BRIARGATE NO. 3

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

In witness whereof WE have hereunto set OUR HANDS this 23RD day of SEPTEMBER A.D., 1975

AMERICAN EQUITY CORPORATION
By Glen Saxton
GLEN SAXTON PRESIDENT

SECURITY TITLE COMPANY, TRUSTEE
Gordon H Dick
GORDON H. DICK EXEC. VICE PRESIDENT
Craig F Thomsen
CRAIG F THOMSEN VICE PRESIDENT

ACKNOWLEDGMENT

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

ON THE 23rd DAY OF SEPTEMBER, 1975, PERSONALLY APPEARED BEFORE ME GORDON H. DICK AND CRAIG F. THOMSEN WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID GORDON H. DICK IS THE EXEC. VICE PRESIDENT AND THAT HE, THE SAID CRAIG F. THOMSEN IS THE VICE PRESIDENT OF SECURITY TITLE COMPANY AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY THE AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID GORDON H. DICK AND CRAIG F. THOMSEN EACH ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 11-8-78

Gerald W Adamson
NOTARY PUBLIC
RESIDING IN SALT LAKE CITY UTAH

NOTARY PUBLIC (seal)

ACKNOWLEDGMENT

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

ON THE 23rd DAY OF September 1975, PERSONALLY APPEARED BEFORE ME GLEN SAXTON

WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT HE IS/ARE THE PRESIDENT OF AMERICAN EQUITY CORPORATION, AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF BOARD OF DIRECTORS AND THE SAID GLEN SAXTON

ACKNOWLEDGED TO ME THAT SAID AMERICAN EQUITY CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 10-19-76

Rama M. Coupe
NOTARY PUBLIC
RESIDING IN Salt Lake City, Utah

INDIVIDUAL ACKNOWLEDGMENT

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

On the____day of________A.D., 19___, 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

LEGEND

- ● DENOTES MONUMENTS TO BE SET
- ■ DENOTES EXISTING MONUMENTS
- F.H. DENOTES FIRE HYDRANTS TO BE SET
- U.E. DENOTES UTILITIES EASEMENT
- L.D.E. DENOTES LOT DRAINAGE EASEMENT
- DENOTES EASEMENTS ON BOTH SIDE OF ℄.
- DENOTES EASEMENTS ON ONE SIDE OF ℄.

SMALL CURVES DATA

1. Δ= 52°00'; R= 15.047'; L= 13.66'; C= 13.19'
2. Δ= 90°00'; R= 25.00'; L= 36.27'; C= 35.36'
3. Δ= 29°35'31"; R= 50.00'; L= 25.82'; C= 25.54'

NOTE: ALL EASEMENTS ARE 7' WIDE UNLESS OTHERWISE INDICATED. THEY ARE ALL UTILITIES & LOT DRAINAGE EASEMENTS IF NOT MENTIONED OTHERWISE.

BRIARGATE NO.3

(150 LOTS) (37.510 ACRES)

A SUBDIVISION IN SEC.4, T.2S., R.1W.,
SALT LAKE BASE & MERIDIAN

PLANNING COMMISSION

APPROVED THIS 19th DAY OF Sep A.D., 1975 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

Glynn Peterson
CHAIRMAN, SALT LAKE CO. PLANNING COMM.

BOARD OF HEALTH

APPROVED THIS 23rd DAY OF Sept A.D., 1975

Frank Seegmiller
DIRECTOR, S. L. CO. BOARD OF HEALTH

FLOOD CONTROL DEPT.

APPROVED THIS 19th DAY OF SEPTEMBER A.D., 1975

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.

9/30/75 M. Earl Larsen
DATE SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 30 DAY OF Sept A.D., 1975

Deputy SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 1st DAY OF October A.D., 1975, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: SALT LAKE CO. CLERK
Wm. E. Dunn
CHAIRMAN, BD. OF CO. COMM.

RECORDED # 2748656

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

DATE October 6, 1975 TIME 8:16 AM BOOK 75-10 PAGE 156

FEE $ 85.00

Katie L. Dixon
SALT LAKE COUNTY RECORDER

ST
4100 S
MACKAY MEADOWS SPL 1
MACKAY MEADOWS SPL 2
DR
KING ARTHUR
4160 S.
4190 S. ST.
4220 S.
4135 S.
4100 S
BRIARGATE NO. 4
SHORLAND NO. 5
SHORLAND NO. 6
SHORLAND NO. 4
SHORLAND VILLAGE 2 PUD
BRIARGATE NO. 3
BRIARGATE NO. 2
2735 W.
2785 W.
2835 W.
WINCHESTER
DR.
BERWICK
PL.
STAFFORD
CIR.
WAY
RD.
WEYMOUTH
WEYMOUTH CIR.
WEYMOUTH PL.
BRADFORD CIR.
BEDFORD
CONSTITUTION
BLVD
NORTH
DUTCH
1443.45

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

Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

E 1/2 NW 1/4 Sec 04 T2S R1W

SALT LAKE COUNTY, UTAH

5/2/2019
144

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

21-04-12

Item #:	
Fiscal Impact:	$6,700.00
Funding Source:	General Fund Federal TIGER Grant
Account #:	45-9610-40750-75259-0200
Budget Opening Required:	

ISSUE:

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

SYNOPSIS:

Danielle B. Justesen and James Justesen have signed an Easement Purchase Agreement, Perpetual Easement and a Temporary Construction Easement for property located at 2709 W. Bradford Circle (21-04-181-004).

BACKGROUND:

This portion of the Danielle B. Justesen and James Justesen parcel located at 2709 W. Bradford Circle is being acquired as part of the 2700 West Improvement Project Phase 2, scheduled to be constructed in 2021. 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 Danielle B. Justesen and James Justesen includes a Perpetual Easement for the wall and a Temporary Construction Easement. Compensation in the amount of $6,700.00 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 DANIELLE AND JAMES JUSTESEN FOR PROPERTY LOCATED AT 2709 WEST BRADFORD CIRCLE.

WHEREAS, Danielle and James Justesen (herein "Owners") have entered into an Easement Purchase Agreement for property located at 2709 West Bradford Circle 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 22 day of April, 2021, Danielle B. Justesen and James Justesen (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 $6,700.00 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
DANIELLE B. JUSTESEN

State of Utah)
:ss
County of Salt Lake)

On this 22 day of April, 2021, personally appeared before me Danielle B. Justesen, 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

GRANTOR
JAMES JUSTESEN

State of Utah)
:ss
County of Salt Lake)

On this 22 day of April, 2021, personally appeared before me James Justesen, 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

GRANTEE
MAYOR

_____

ATTEST:

_____
CITY RECORDER

EXHIBIT A

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

Space above for County Recorder's use

PARCEL I.D. # **21-04-181-004**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Danielle B. Justesen and James Justesen,** 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 at the Northeast Corner of Lot 116 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 61.165 feet to the southeasterly corner of said lot; thence South 89°51'50" West 1.50 feet along the southerly line of said lot; thence North 00°01'13" East 62.00 feet to the northerly line of said lot; thence South 62° East 1.70 feet to the Point of Beginning. Encompassing 92 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

Danielle B. Justesen **James Justesen**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Danielle B. Justesen and James Justesen,** 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: **21-04-181-004**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Danielle B. Justesen and James Justesen**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **2709 W. Bradford Circle**, 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 62° East 1.70 feet from the Northeast Corner of Lot 116 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'03" West 61.97 feet to the southerly line of said lot; thence South 89°51'50" West 10.00 feet along said southerly line; thence North 00°01'03" East 67.32 feet to the northerly line of said lot; thence South 62° East 11.34 feet to the Point of Beginning. Encompassing 647 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

Danielle B. Justesen **James Justesen**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Danielle B. Justesen and James Justesen,** 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. # **21-04-181-004**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Danielle B. Justesen and James Justesen,** 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 at the Northeast Corner of Lot 116 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 61.165 feet to the southeasterly corner of said lot; thence South 89°51'50" West 1.50 feet along the southerly line of said lot; thence North 00°01'13" East 62.00 feet to the northerly line of said lot; thence South 62° East 1.70 feet to the Point of Beginning. Encompassing 92 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 22 day of April, 2021.

GRANTORS

Danielle B. Justesen **James Justesen**

State of Utah)
:ss
County of Salt Lake)

On this 22 day of April, 2021, personally appeared before me **Danielle B. Justesen and James Justesen,** 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.

Brandi Davenport
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: **21-04-181-004**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Danielle B. Justesen and James Justesen**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **2709 W. Bradford Circle**, 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 62° East 1.70 feet from the Northeast Corner of Lot 116 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'03" West 61.97 feet to the southerly line of said lot; thence South 89°51'50" West 10.00 feet along said southerly line; thence North 00°01'03" East 67.32 feet to the northerly line of said lot; thence South 62° East 11.34 feet to the Point of Beginning. Encompassing 647 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 22 day of April, 2021.

GRANTORS

Danielle B. Justesen

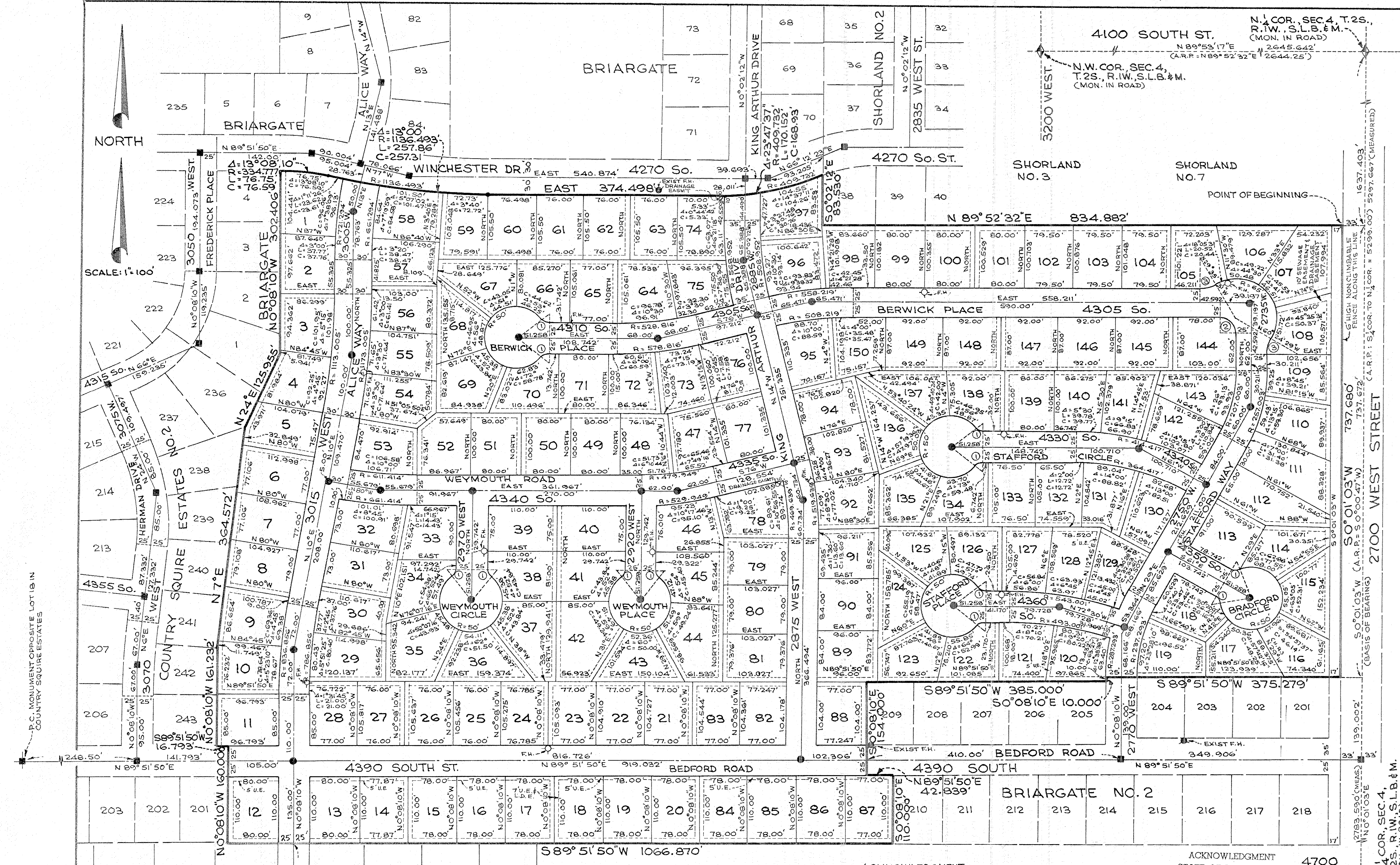
James Justesen

State of Utah)
:ss
County of Salt Lake)

On this 22 day of April, 2021, personally appeared before me **Danielle B. Justesen and James Justesen,** 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



LEGEND

- DENOTES MONUMENTS TO BE SET
- DENOTES EXISTING MONUMENTS
- F.H. DENOTES FIRE HYDRANTS TO BE SET
- U.E. DENOTES UTILITIES EASEMENT
- L.D.E. DENOTES LOT DRAINAGE EASEMENT
- DENOTES EASEMENTS ON BOTH SIDE OF ℄.
- DENOTES EASEMENTS ON ONE SIDE OF ℄.

SMALL CURVES DATA

①	Δ = 52°00'; R = 15.047'; L = 13.66'; C = 13.19'
②	Δ = 90°00'; R = 25.00'; L = 36.27'; C = 35.36'
③	Δ = 29°35'31"; R = 50.00'; L = 25.82'; C = 25.54'

NOTE: ALL EASEMENTS ARE 7' WIDE UNLESS OTHERWISE INDICATED. THEY ARE ALL UTILITIES & LOT DRAINAGE EASEMENTS IF NOT MENTIONED OTHERWISE.

ACKNOWLEDGMENT

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

ON THE 23rd DAY OF SEPTEMBER, 1975, PERSONALLY APPEARED BEFORE ME GORDON H. DICK AND CRAIG F. THOMSEN WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID GORDON H. DICK IS THE EXEC. VICE PRESIDENT AND THAT HE, THE SAID CRAIG F. THOMSEN IS THE VICE PRESIDENT OF SECURITY TITLE COMPANY AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY THE AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID GORDON H. DICK AND CRAIG F. THOMSEN EACH ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 11-8-78

Gerald W. Adamson
NOTARY PUBLIC

RESIDING IN Salt Lake City Utah

ACKNOWLEDGMENT

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

ON THE 23rd DAY OF September 1975, PERSONALLY APPEARED BEFORE ME GLEN SAXTON

WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT HE IS/ARE THE PRESIDENT OF AMERICAN EQUITY CORPORATION, AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF BOARD OF DIRECTORS AND THE SAID GLEN SAXTON

ACKNOWLEDGED TO ME THAT SAID AMERICAN EQUITY CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 10-19-76

Rama M. Coupe
NOTARY PUBLIC

RESIDING IN Salt Lake City, Utah

SURVEYOR'S CERTIFICATE

I, C. J. SCHUCHERT, do hereby certify that I am a Registered [redacted] Land Surveyor, and that I hold certificate No. 2868, 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 BRIARGATE NO. 3 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 2700 WEST STREET, SAID POINT BEING S0°01'03"W ALONG THE ¼ SECTION LINE 1637.403 FEET AND S 89°52'32"W 33 FEET FROM THE NORTH ¼ COR. OF SEC.4, T.2S., R.1W., S.L.B.&M.; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S0°01'03"W 737.680 FEET TO NORTHEAST CORNER OF BRIARGATE NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SAID SUBDIVISION, THE FOLLOWING COURSES:
S 89°51'50"W	375.279	FEET; THENCE S0°08'10"E 10.000 FEET; THENCE S 89°51'50"W 385.000 FEET;

THENCE S0°08'10"E 154.000 FEET; THENCE N 89°51'50"E 42.839 FEET AND S0°08'10"E 110.000 FEET; THENCE S 89°51'50"W ALONG THE NORTH LINE OF MILLERAMA VIEW SUBDIVISION EXTENDED, 1066.870 FEET TO THE SOUTHEAST CORNER OF LOT 201 OF COUNTRY SQUIRE ESTATES NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SAID COUNTRY SQUIRE ESTATES NO.2, AND THENCE ALONG THE PERIMETER OF BRIARGATE, A SUBDIVISION, THE FOLLOWING COURSES:- N0°08'10"W 160.00 FEET; THENCE S89°51'50"W 16.793 FEET; THENCE N0°08'10"W 161.232 FEET; THENCE N7°E 364.572 FEET; THENCE N24°E 125.955 FEET; THENCE N0°08'10"W 302.406 FEET TO THE BEGINNING OF A 334.777 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS S0°08'10"E; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13°08'10", A DISTANCE OF 76.75 FEET TO A POINT OF REVERSE CURVE, THE CENTER OF WHICH BEARS N13°E; THENCE ALONG A 1136.493 FOOT RADIUS CURVE, EASTERLY, TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°00' A DISTANCE OF 257.86 FEET; THENCE EAST 374.498 FEET TO THE BEGINNING OF A 409.732 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS NORTH; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°47'37", A DISTANCE OF 170.152 FEET TO THE WESTERLY BOUNDARY LINE OF SHORLAND NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SHORLAND NO. 2, 3 & 7 SUBDIVISIONS S0°02'12"E 83.530 FEET AND N 89°52'32"E 834.882' FEET TO THE POINT OF BEGINNING.

6/30/1975
DATE

COON, KING & KNOWLTON

C. J. Schuchert

2868 C. J. SCHUCHERT State of Utah

OWNER'S DEDICATION

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

BRIARGATE NO. 3

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

In witness whereof WE have hereunto set OUR HANDS this 23rd day of SEPTEMBER A.D., 1975

AMERICAN EQUITY CORPORATION
By Glen Saxton
GLEN SAXTON PRESIDENT

SECURITY TITLE COMPANY, TRUSTEE
Gordon H. Dick
GORDON H. DICK EXEC. VICE PRESIDENT
Craig F. Thomsen
CRAIG F. THOMSEN VICE PRESIDENT

INDIVIDUAL
ACKNOWLEDGMENT

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

On the ___ day of ___ A.D., 19___, 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

BRIARGATE NO.3

(150 LOTS) (37.510 ACRES)

A SUBDIVISION IN SEC.4, T.2S., R.1W.,
SALT LAKE BASE & MERIDIAN

PLANNING COMMISSION	BOARD OF HEALTH	FLOOD CONTROL DEPT.	SURVEYOR'S CERTIFICATE	APPROVAL AS TO FORM	COUNTY COMMISSION	RECORDED # 2748656
APPROVED THIS 19th DAY OF Sep A.D., 1975 BY THE SALT LAKE COUNTY PLANNING COMMISSION. Glynn Petersen CHAIRMAN, SALT LAKE CO. PLANNING COMM.	APPROVED THIS 23rd DAY OF Sept A.D., 1975 Frank Seegmiller DIRECTOR, S. L. CO. BOARD OF HEALTH	APPROVED THIS 19th DAY OF September A.D., 1975 FLOOD CONTROL COORDINATOR	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. 9/30/75 M. Earl Larsen DATE SALT LAKE COUNTY SURVEYOR	APPROVED AS TO FORM THIS 30 DAY OF Sept A.D., 1975 Deputy SALT LAKE COUNTY ATTORNEY	PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 1st DAY OF October A.D., 1975, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED. ATTEST: SALT LAKE CO. CLERK; CHAIRMAN, BD. OF CO. COMM.	STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Security Title Co. DATE October 6, 1975 TIME 8:16 AM BOOK 75-10 PAGE 156 FEE $ $85.00 Katie L. Dixon SALT LAKE COUNTY RECORDER

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

OSBORNE'S ENG. SUPPLY #125

Item #:	
Fiscal Impact:	$7,700.00
Funding Source:	General Fund Federal TIGER Grant
Account #:	45-9610-40750-75259-0200
Budget Opening Required:	

ISSUE:

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

SYNOPSIS:

Norman Fuentes and Gema Labra have signed a Right-of-way Purchase Agreement, Warranty Deed, Perpetual Easement and a Temporary Construction Easement for property located at 2716 W. Bedford Road (21-04-181-008).

BACKGROUND:

This portion of the Norman Fuentes and Gema Labra parcel located at 2716 W. Bedford Road is 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 Norman Fuentes and Gema Labra includes a Warranty Deed for 44 square feet of land, a Perpetual Easement for the wall and a Temporary Construction Easement. Compensation in the amount of $7,700.00 is based upon the Appraisal Report prepared by the Fortis Group LLC.

RECOMMENDATION:

Accept Warranty Deed, Perpetual Easement, Temporary Construction Easement and authorize Mayor to execute Easement Purchase Agreement. Authorize City Recorder to record said Warranty Deed, 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 A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED, A PERPETUAL EASEMENT, AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM NORMAN FUENTES AND GEMA LABRA FOR PROPERTY LOCATED AT 2716 WEST BEDFORD ROAD.

WHEREAS, Norman Fuentes and Gema Labra (herein "Owners") have entered into a Right of Way Purchase Agreement for property located at 2716 West Bedford Road that is affected by the 2700 West Improvements Project (herein "Project"); and

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

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT OF WAY PURCHASE AGREEMENT

On this 16th day of April, 2021, Norman Fuentes and Gema Labra (herein and collectively GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, certain property and 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 warranty deed in the form and for the property described in Exhibit A. GRANTOR shall also deliver a perpetual easement and a temporary construction easement in the form and for the property described in Exhibits B and C.

2. The City shall pay $7,700.00 for the property and easements described in Section 1. This amount constitutes fair market value and is the entire payment for the property and easements and any and all known or potential damages, costs, or value that may be related to the property and 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
NORMAN FUENTES

Norman Fuentes

State of Utah)
:ss
County of Salt Lake)

On this 19 day of April, 2021, personally appeared before me Norman Fuentes, 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.

Notary Public

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

GRANTOR
GEMA LABRA

State of Utah)
:ss
County of Salt Lake)

On this 19 day of April, 2021, personally appeared before me Gema Labra, 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.

Notary Public

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

GRANTEE
MAYOR

_____

ATTEST:

_____
CITY RECORDER

EXHIBIT A

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-04-181-008**

WARRANTY DEED

Norman Fuentes and Gema Labra, as joint tenants, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **2716 W. Bedford Road**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Northeast Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Southeast Corner of Lot 201 of Briargate No. 2 subdivision according to the official plat thereof as recorded in Book 75-8 at page 124 in the office of the Salt Lake County Recorder; thence South 89°51'50" West 7.00 feet along the southerly line of said lot; thence North 29°13'47" East 14.34 feet to the easterly line of said lot; thence South 00°01'03" West 12.50 feet along said easterly line to the POINT OF BEGINNING. Containing 44 square feet.

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

WITNESSED the hand of said GRANTOR this _____ day of _____, 2021.

GRANTOR

_____

Norman Fuentes

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Norman Fuentes,** 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

WITNESSED the hand of said GRANTOR this _____ day of _____, 2021.

GRANTOR

_____
Gema Labra

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Gema Labra,** 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 she executed the same.

_____
Notary Public

EXHIBIT B

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. #**21-04-181-008**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Norman Fuentes and Gema Labra,** 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 at the Northeast Corner of Lot 201of Briargate No. 2 subdivision according to the official plat thereof as recorded in Book 75-8 at page 124 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 91.5 feet along the easterly line of said lot; thence South 29°13'47" West 3.07 feet; thence North 00°01'13" East 94.18 feet to the northerly line of said lot; thence North 89°51'50" East 1.50 feet to the Point of Beginning. Encompassing 139 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 hand of said GRANTOR this _____ day of _____, 2021.

GRANTOR

_____

Norman Fuentes

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Norman Fuentes,** 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

WITNESSED the hand of said GRANTOR this _____ day of _____, 2021.

GRANTOR

_____
Gema Labra

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Gema Labra,** 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 she executed the same.

_____
Notary Public

EXHIBIT C

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: **21-04-181-008**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Norman Fuentes and Gema Labra**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **2716 W. Bedford Road**, 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°51'50" West 1.50 feet from the Northeast Corner of Lot 201 of Briargate No. 2 subdivision according to the official plat thereof as recorded in Book 75-8 at page 124 in the office of the Salt Lake County Recorder; thence South 00°01'03" West 94.18 feet; thence South 29°13'47" West 11.27 feet to the southerly line of said lot; thence South 89°51'50" West 4.50 feet along said southerly line; thence North 00°01'03" East 104.00 feet to the northerly line of said lot; thence North 89°51'50" East 10.00 feet to the Point of Beginning. Encompassing 1,013 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 hand of said GRANTOR this _____ day of _____, 2021.

GRANTOR

_____

Norman Fuentes

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Norman Fuentes,** 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

WITNESSED the hand of said GRANTOR this _____ day of _____, 2021.

GRANTOR

_____

Gema Labra

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Gema Labra,** 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 she executed the same.

_____
Notary Public

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-04-181-008**

WARRANTY DEED

Norman Fuentes and Gema Labra, as joint tenants, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **2716 W. Bedford Road**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Northeast Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Southeast Corner of Lot 201 of Briargate No. 2 subdivision according to the official plat thereof as recorded in Book 75-8 at page 124 in the office of the Salt Lake County Recorder; thence South 89°51'50" West 7.00 feet along the southerly line of said lot; thence North 29°13'47" East 14.34 feet to the easterly line of said lot; thence South 00°01'03" West 12.50 feet along said easterly line to the POINT OF BEGINNING. Containing 44 square feet.

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

WITNESSED the hand of said GRANTOR this 14 day of April, 2021.

GRANTOR

Norman Fuentes.

Norman Fuentes

State of Utah)
:ss
County of Salt Lake)

On this 18 day of April, 2021, personally appeared before me **Norman Fuentes,** 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.

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

Notary Public

WITNESSED the hand of said GRANTOR this 18 day of April, 2021.

GRANTOR

Gema Labra

State of Utah)
:ss
County of Salt Lake)

On this 18 day of April, 2021, personally appeared before me **Gema Labra,** 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 she executed the same.

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

Notary Public

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

Space above for County Recorder's use

PARCEL I.D. # **21-04-181-008**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Norman Fuentes and Gema Labra,** 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 at the Northeast Corner of Lot 201of Briargate No. 2 subdivision according to the official plat thereof as recorded in Book 75-8 at page 124 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 91.5 feet along the easterly line of said lot; thence South 29°13'47" West 3.07 feet; thence North 00°01'13" East 94.18 feet to the northerly line of said lot; thence North 89°51'50" East 1.50 feet to the Point of Beginning. Encompassing 139 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 hand of said GRANTOR this 18 day of April, 2021.

GRANTOR

Norman Fuentes

Norman Fuentes

State of Utah)
:ss
County of Salt Lake)

On this 18 day of April, 2021, personally appeared before me **Norman Fuentes,** 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.

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

Notary Public

WITNESSED the hand of said GRANTOR this 18 day of April, 2021.

GRANTOR

Gema Labra

State of Utah)
:ss
County of Salt Lake)

On this 18 day of April, 2021, personally appeared before me **Gema Labra,** 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 she executed the same.

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

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **21-04-181-008**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Norman Fuentes and Gema Labra**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **2716 W. Bedford Road**, 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°51'50" West 1.50 feet from the Northeast Corner of Lot 201 of Briargate No. 2 subdivision according to the official plat thereof as recorded in Book 75-8 at page 124 in the office of the Salt Lake County Recorder; thence South 00°01'03" West 94.18 feet; thence South 29°13'47" West 11.27 feet to the southerly line of said lot; thence South 89°51'50" West 4.50 feet along said southerly line; thence North 00°01'03" East 104.00 feet to the northerly line of said lot; thence North 89°51'50" East 10.00 feet to the Point of Beginning. Encompassing 1,013 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 hand of said GRANTOR this 18 day of April, 2021.

GRANTOR

Norman Fuentes.
Norman Fuentes

State of Utah)
:ss
County of Salt Lake)

On this 18 day of April, 2021, personally appeared before me **Norman Fuentes,** 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.

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

Notary Public

WITNESSED the hand of said GRANTOR this 18 day of April, 2021.

GRANTOR

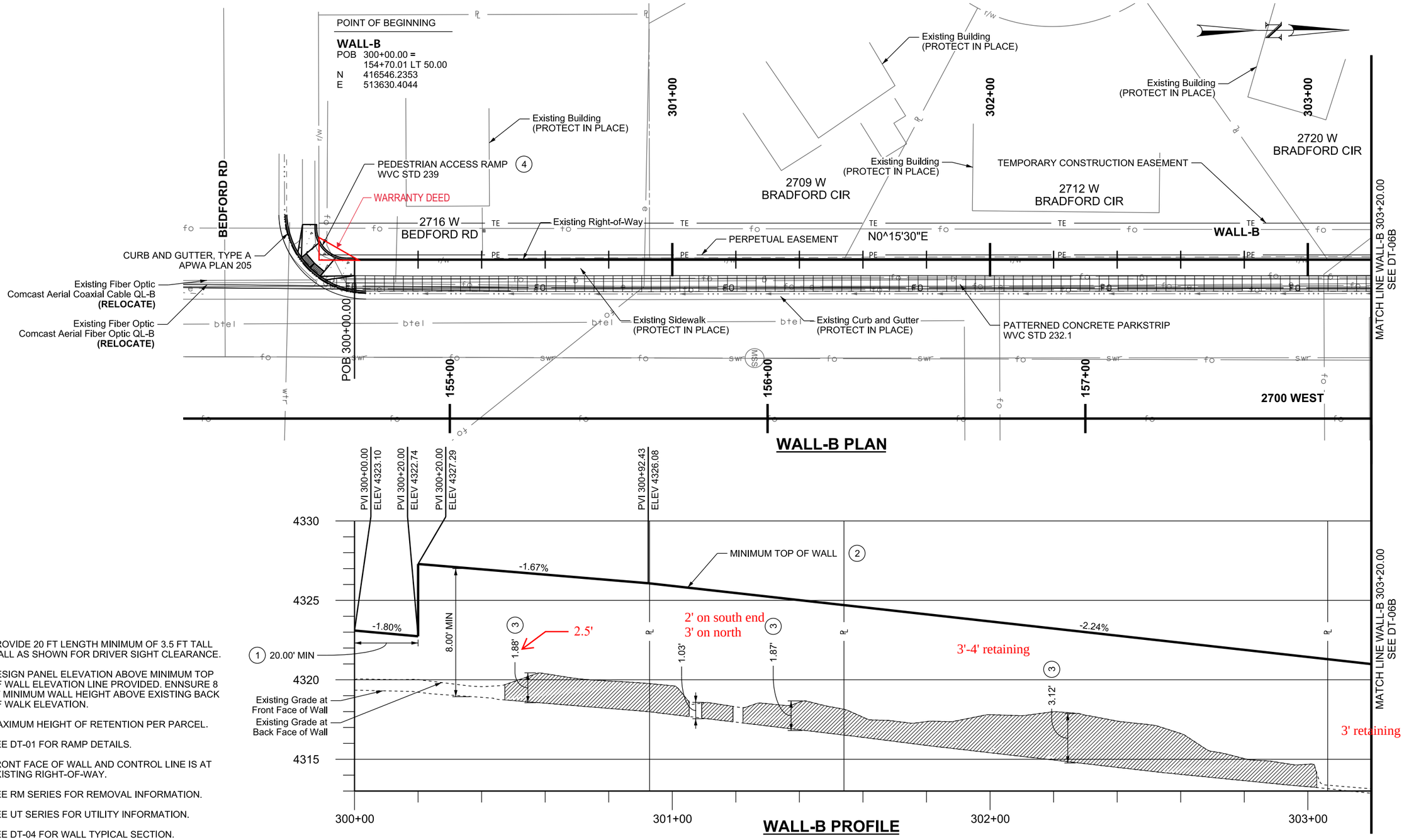
Gema Labra

State of Utah)
:ss
County of Salt Lake)

On this 18 day of April, 2021, personally appeared before me **Gema Labra,** 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 she executed the same.

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

Notary Public



NOTES

1. PROVIDE 20 FT LENGTH MINIMUM OF 3.5 FT TALL WALL AS SHOWN FOR DRIVER SIGHT CLEARANCE.
2. DESIGN PANEL ELEVATION ABOVE MINIMUM TOP OF WALL ELEVATION LINE PROVIDED. ENNSURE 8 FT MINIMUM WALL HEIGHT ABOVE EXISTING BACK OF WALK ELEVATION.
3. MAXIMUM HEIGHT OF RETENTION PER PARCEL.
4. SEE DT-01 FOR RAMP DETAILS.
5. FRONT FACE OF WALL AND CONTROL LINE IS AT EXISTING RIGHT-OF-WAY.
6. SEE RM SERIES FOR REMOVAL INFORMATION.
7. SEE UT SERIES FOR UTILITY INFORMATION.
8. SEE DT-04 FOR WALL TYPICAL SECTION.

REV	DATE	DESCRIPTION

Designed By: TCV
Drawn By: TWR
Checked By: MSN
Approved By: ALK

CivilScience Engineers | Surveyors | Solutions

100% SUBMITTAL
NOT FOR CONSTRUCTION

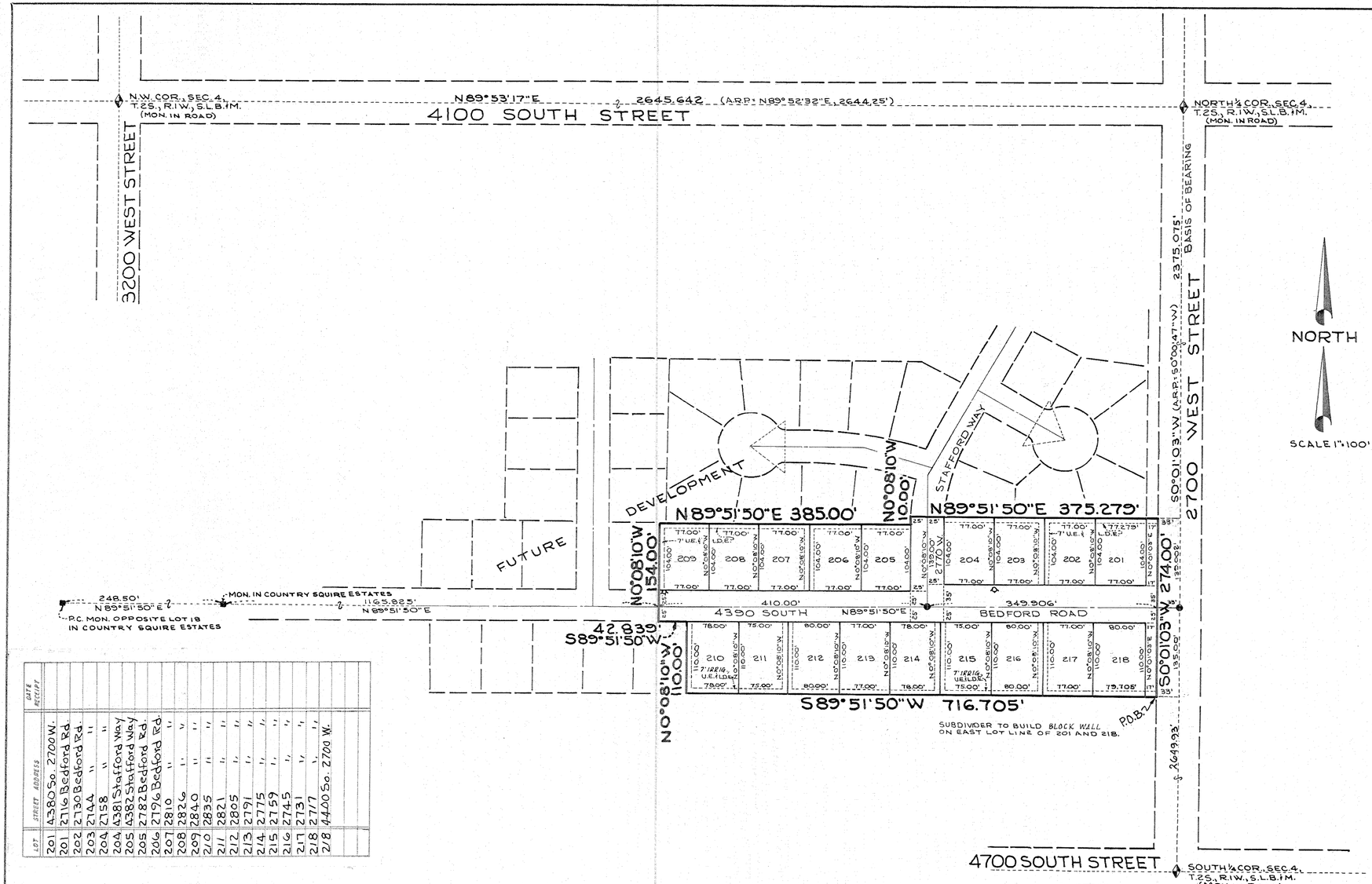
UTA

WALL-B PLAN AND PROFILE

WEST VALLEY CITY
WVC_BLK_5
2700 WEST BIKE LANES

CADD Filename: WVC_BKL_5_DT-06A.dgn
UTA Contract No.: 18-2399TP
Drawing: DT-06A
Sheet No.: 12 OF 20

DGN File: P:\Projects\2423537\WVC_BKL_5_DT-06A.dgn
26-FEB-2021



LOT	STREET ADDRESS	DATE RECEIPT
201	4380 So. 2700 W.	
201	2716 Bedford Rd.	
202	2730 Bedford Rd.	
203	2734 "	
204	2758 "	
204	4381 Stafford Way	
205	4382 Stafford Way	
205	2782 Bedford Rd.	
206	2796 Bedford Rd.	
207	2810 "	
208	2826 "	
209	2840 "	
210	2835 "	
211	2821 "	
212	2805 "	
213	2791 "	
214	2775 "	
215	2759 "	
216	2745 "	
217	2731 "	
218	2717 "	
218	4400 So. 2700 W.	

LEGEND

- ■ DENOTES EXISTING MONUMENTS
- ● DENOTES MONUMENTS TO BE SET
- DENOTES FIRE HYDRANTS
- U.E. DENOTES UTILITIES EASEMENTS
- L.D.E. DENOTES LOT DRAINAGE EASEMENTS

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE
ON THE 28 DAY OF July A.D., 1975 PERSONALLY APPEARED BEFORE ME GORDON H. DICK AND LEO D. JENSEN WHO BEING BY ME DULY SWORN DID SAY, EACH FOR HIMSELF, THAT HE, THE SAID GORDON H. DICK IS THE EX. VICE PRESIDENT, AND THAT HE, THE SAID LEO D. JENSEN IS THE VICE PRESIDENT OF SECURITY TITLE COMPANY AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY THE AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID GORDON H. DICK AND LEO D. JENSEN EACH ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

Craig L Thomsen
NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY
MY COMMISION EXPIRES 2-6-79

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }
ON THE 28 DAY OF JULY 1975 PERSONALLY APPEARED BEFORE ME GLEN SAXTON
WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT HE IS/~~ARE~~ THE PRESIDENT OF AMERICAN EQUITY CORPORATION, AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND THE SAID GLEN SAXTON ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 2-6-79
Craig L Thomsen
NOTARY PUBLIC RESIDING IN Salt Lake City, Utah

SURVEYOR'S CERTIFICATE

I, C.J. SCHUCHERT, do hereby certify that I am a Registered [redacted] Land Surveyor, and that I hold certificate No. 2868, 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 _____ and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT THAT IS S0°01'03"W ALONG THE ¼ SECTION LINE 2649.077 FEET AND S89°51'50"W 33.00 FEET FROM THE NORTH ¼ CORNER OF SECTION 4, T.2S., R.1W., S.L.B.&M.; THENCE
S89°51'50W	716.705'	THENCE
N0°08'10"W	110.00'	THENCE
S89°51'50"W	42.839'	THENCE
N0°08'10"W	154.00'	THENCE
N89°51'50"E	385.00'	THENCE
N0°08'10"W	10.00'	THENCE
N89°51'50"E	375.279'	THENCE
S0°01'03"W	274.00'	TO THE POINT OF BEGINNING.

6/16/75
DATE

C.J. Schuchert

REGISTERED LAND SURVEYOR 2868 C.J. SCHUCHERT

COON, KING & KNOWLTON

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

BRIARGATE NO. 2

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

In witness whereof WE have hereunto set OUR HANDS this 28th day of JULY A.D., 1975.

AMERICAN EQUITY CORPORATION SECURITY TITLE COMPANY TRUSTEE

By Glen Saxton
GLEN SAXTON, PRESIDENT

Gordon H Dick
GORDON H. DICK, EXEC. VICE PRESIDENT

Leo D. Jensen
LEO D. JENSEN, VICE PRESIDENT

INDIVIDUAL ACKNOWLEDGMENT

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

On the ____ day of _____ A.D., 19___, 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

BRIARGATE NO.2

(18 LOTS) (4.583 ACRES)

A SUBDIVISION IN SEC.4, T.2S., R.1W., SALT LAKE BASE & MERIDIAN

PLANNING COMMISSION	BOARD OF HEALTH	FLOOD CONTROL DEPT.	SURVEYOR'S CERTIFICATE	APPROVAL AS TO FORM	COUNTY COMMISSION
APPROVED THIS 13th DAY OF May A.D., 1975 BY THE SALT LAKE COUNTY PLANNING COMMISSION.	APPROVED THIS 30th DAY OF July A.D., 1975	APPROVED THIS 31st DAY OF JULY A.D., 1975	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 4 DAY OF Aug. A.D., 1975	PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 11th DAY OF AUG. A.D., 19 75, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
Glenn B. Peterson	Roland J. Hallman		8/8/75 M Carl Hansen	Kent H. Lewis	
CHAIRMAN, SALT LAKE CO. PLANNING COMM.	DIRECTOR, S. L. CO. BOARD OF HEALTH	FLOOD CONTROL COORDINATOR	DATE SALT LAKE COUNTY SURVEYOR	deputy SALT LAKE COUNTY ATTORNEY	ATTEST: SALT LAKE CO. CLERK CHAIRMAN, BD. OF CO. COMM.

RECORDED # 2733492

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

DATE August 19, 1975 TIME 1:52 PM BOOK 75-8 PAGE 124

$ 19.00 FEE $

Chief Deputy
SALT LAKE COUNTY RECORDER

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

OSBORNE'S ENG. SUPPLY #125

75-8-124

Item #:	
Fiscal Impact:	$16,600.00
Funding Source:	General Fund Federal TIGER Grant
Account #:	45-9610-40750-75259-0200
Budget Opening Required:	

ISSUE:

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

SYNOPSIS:

Craig H. Merrell and Beverly S. Merrell have signed an Easement Purchase Agreement, Perpetual Easement and a Temporary Construction Easement for property located at 2720 W. Bradford Circle (21-04-180-007 & 005).

BACKGROUND:

This portion of the Craig H. Merrell and Beverly S. Merrell parcel located at 2720 W. Bradford Circle is being acquired as part of the 2700 West Improvement Project Phase 2, scheduled to be constructed in 2021. 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 Craig H. Merrell and Beverly S. Merrell includes a Perpetual Easement for the wall and a Temporary Construction Easement. Compensation in the amount of $16,600.00 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 CRAIG AND BEVERLY MERRELL FOR PROPERTY LOCATED AT 2720 WEST BRADFORD CIRCLE.

WHEREAS, Craig and Beverly Merrell (herein "Owners") have entered into an Easement Purchase Agreement for property located at 2720 West Bradford Circle 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 26 day of April, 2021, Craig H. Merrell and Beverly S. Merrell (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 $16,600.00 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
CRAIG H. MERRELL

Craig H Merrell

State of Utah)
:ss
County of Salt Lake)

On this 26 day of April, 2021, personally appeared before me Craig H. Merrell, 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.

Brandi Davenport
Notary Public

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

GRANTOR
BEVERLY S. MERRELL

Beverly S. Merrell

State of Utah)
:ss
County of Salt Lake)

On this 26 day of April, 2021, personally appeared before me Beverly S. Merrell, 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.

Brandi Davenport
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. # **21-04-180-007 & 21-04-180-005**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Craig H. Merrell and Beverly S. Merrell,** 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 at the Northeast Corner of Lot 114 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 30.351 feet to the southeasterly corner of said lot; thence South 54°55' West 1.84 feet along the southerly line of said lot; thence North 00°01'13" East 53.78 feet to the northerly line of Lot 112 of said subdivision; thence South 61° East 1.72 feet to the Northeast corner of said Lot 112; thence South 00°01'03" West 21.540 feet to the Point of Beginning. Encompassing 80 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

_____ _____

Craig H. Merrell **Beverly S. Merrell**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Craig H. Merrell and Beverly S. Merrell,** 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: **21-04-180-007 & 21-04-180-005**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Craig H. Merrell and Beverly S. Merrell**, 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 **2720 W. Bradford Circle**, 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 North 88° West 1.51 feet from the Northeast Corner of Lot 114 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence 1South 00°01'13" West 31.46 feet to the southerly line of said lot; thence South 54°55' West 12.24 feet along said southerly line; thence North 00°01'13" East 66.35 feet to the northerly line of Lot 112 of said subdivision; thence South 61° East 11.44 feet to the Northeast Corner of said Lot 112; thence South 00°01'13" West 22.32 feet to the Point of Beginning. Encompassing 601 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

_____ _____

Craig H. Merrell **Beverly S. Merrell**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Craig H. Merrell and Beverly S. Merrell,** 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. # **21-04-180-007 & 21-04-180-005**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Craig H. Merrell and Beverly S. Merrell,** 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 at the Northeast Corner of Lot 114 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence South 00°01'13" West 30.351 feet to the southeasterly corner of said lot; thence South 54°55' West 1.84 feet along the southerly line of said lot; thence North 00°01'13" East 53.78 feet to the northerly line of Lot 112 of said subdivision; thence South 61° East 1.72 feet to the Northeast corner of said Lot 112; thence South 00°01'03" West 21.540 feet to the Point of Beginning. Encompassing 80 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 26 day of April, 2021.

GRANTORS

Craig H. Merrell — Beverly S. Merrell

Craig H. Merrell **Beverly S. Merrell**

State of Utah)
:ss
County of Salt Lake)

On this 26 day of April, 2021, personally appeared before me **Craig H. Merrell and Beverly S. Merrell,** 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.

Brandi Davenport
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: **21-04-180-007 & 21-04-180-005**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Craig H. Merrell and Beverly S. Merrell**, 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 **2720 W. Bradford Circle**, 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 North 88° West 1.51 feet from the Northeast Corner of Lot 114 of Briargate No. 3 subdivision according to the official plat thereof as recorded in Book 75-10 at page 156 in the office of the Salt Lake County Recorder; thence 1South 00°01'13" West 31.46 feet to the southerly line of said lot; thence South 54°55' West 12.24 feet along said southerly line; thence North 00°01'13" East 66.35 feet to the northerly line of Lot 112 of said subdivision; thence South 61° East 11.44 feet to the Northeast Corner of said Lot 112; thence South 00°01'13" West 22.32 feet to the Point of Beginning. Encompassing 601 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 26 day of April, 2021.

GRANTORS

Craig H. Merrell

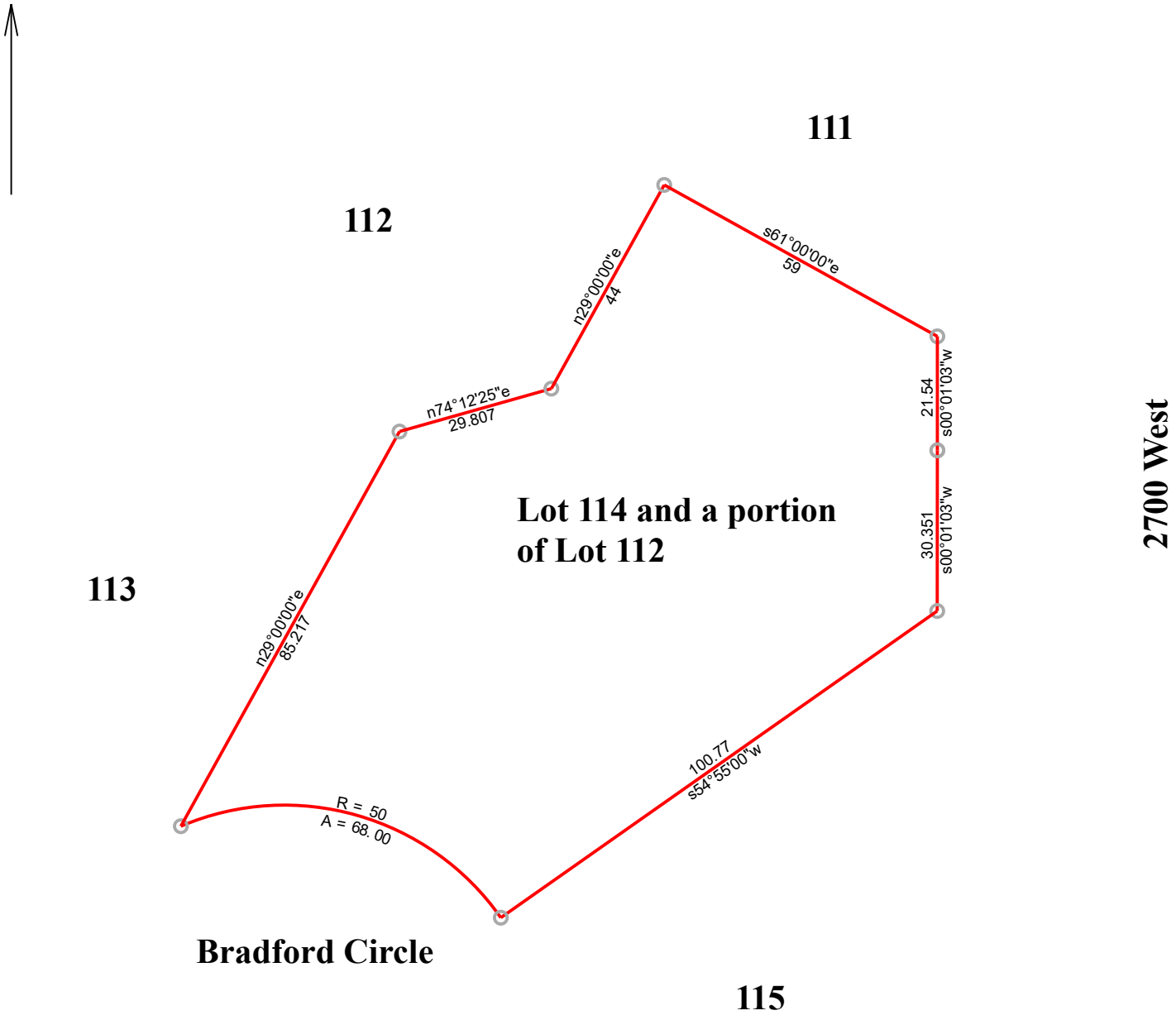
Beverly S. Merrell

State of Utah)
:ss
County of Salt Lake)

On this 26 day of April, 2021, personally appeared before me **Craig H. Merrell and Beverly S. Merrell,** 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

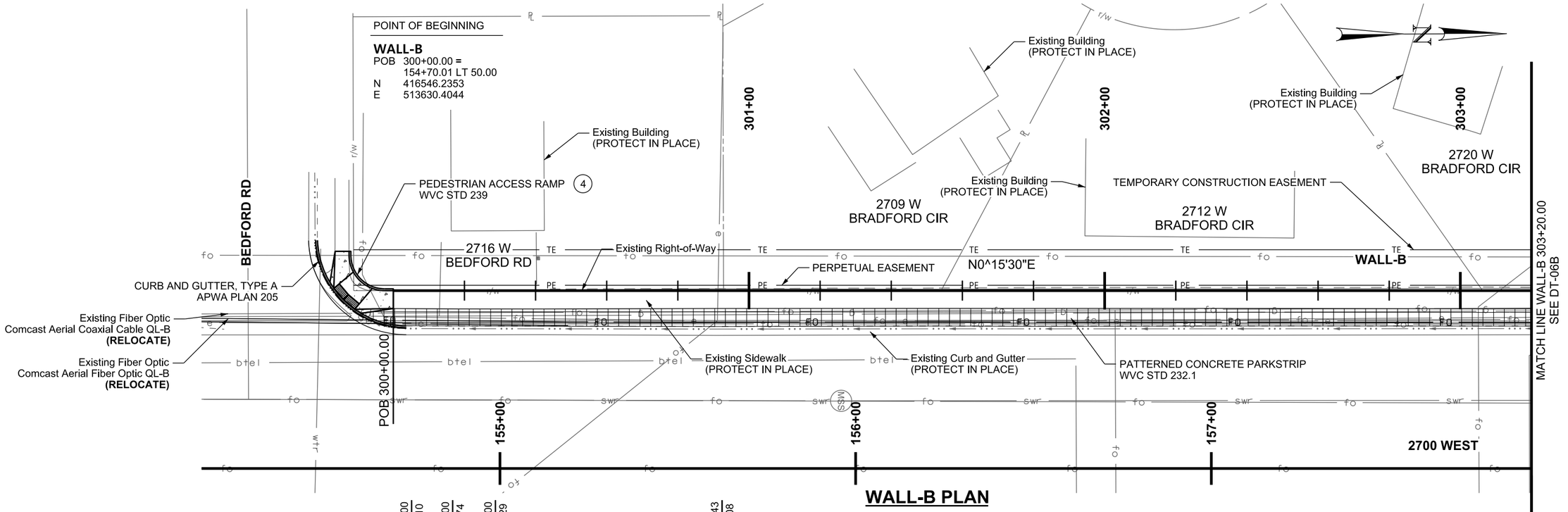
BRANDI DAVENPORT
Notary Public, State of Utah
Commission # 706376
My Commission Expires
May 18, 2023



Merrell to Merrell(All of Lot 114 and a portion of Lot 112)	3/8/2021
Scale: 1 inch= 30 feet	File:

Tract 1: 0.2424 Acres (10561 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=439 ft.

01 s00.0103w 30.351
02 s54.5500w 100.77
03 Lt, r=50.00, delta=077.5500, arc=68.00, chord=n74.0233w 62.88
04 n29.0000e 85.217
05 n74.1225e 29.807
06 n29.0000e 44
07 s61.0000e 59
08 s00.0103w 21.54



NOTES

1. PROVIDE 20 FT LENGTH MINIMUM OF 3.5 FT TALL WALL AS SHOWN FOR DRIVER SIGHT CLEARANCE.
2. DESIGN PANEL ELEVATION ABOVE MINIMUM TOP OF WALL ELEVATION LINE PROVIDED. ENNSURE 8 FT MINIMUM WALL HEIGHT ABOVE EXISTING BACK OF WALK ELEVATION.
3. MAXIMUM HEIGHT OF RETENTION PER PARCEL.
4. SEE DT-01 FOR RAMP DETAILS.
5. FRONT FACE OF WALL AND CONTROL LINE IS AT EXISTING RIGHT-OF-WAY.
6. SEE RM SERIES FOR REMOVAL INFORMATION.
7. SEE UT SERIES FOR UTILITY INFORMATION.
8. SEE DT-04 FOR WALL TYPICAL SECTION.

REV	DATE	DESCRIPTION
△		
△		
△		
△		
△		
△		

Designed By: TCV
Drawn By: TWR
Checked By: MSN
Approved By: ALK

CivilScience Engineers | Surveyors | Solutions

100% SUBMITTAL
NOT FOR CONSTRUCTION

UTA

WALL-B PLAN AND PROFILE

WEST VALLEY CITY
WVC_BLK_5
2700 WEST BIKE LANES

CADD Filename: WVC_BKL_5_DT-06A.dgn
UTA Contract No.: 18-2399TP
Drawing: DT-06A
Sheet No.: 12 OF 20

DGN File: IP_PWP:d0423537\WVC_BKL_5_DT-06A.dgn
26-FEB-2021

NOTES

1. DESIGN PANEL ELEVATION ABOVE MINIMUM TOP OF WALL ELEVATION LINE PROVIDED. ENNSURE 8 FT MINIMUM WALL HEIGHT ABOVE EXISTING BACK OF WALK ELEVATION.
2. MAXIMUM HEIGHT OF RETENTION PER PARCEL.
3. PROVIDE 4.00 FT MINIMUM BETWEEN EXISTING GRADE AT BACK FACE OF WALL AND TOP OF PROPOSED WALL WITHIN THIS PARCEL.
4. PROVIDE BOND BREAKER MATERIAL BETWEEN EXISTING AND PROPOSED WALLS PER WALL MANUFACTURERS INSTRUCTION.
5. FRONT FACE OF WALL AND WALL CONTROL LINE IS AT EXISTING RIGHT-OF-WAY.
6. SEE RM SERIES FOR REMOVAL INFORMATION.
7. SEE UT SERIES FOR UTILITY INFORMATION.
8. SEE DT-04 FOR WALL TYPICAL SECTION.

show chicken coop, add callout to coordinate with property owner to relocate prior to wall construction (relocation by property owner).

4337 S STAFFORD WAY

2720 W has deed for this area

2720 W BRADFORD CIR

~~4337 S STAFFORD WAY~~

4329 S STAFFORD WAY

4323 S STAFFORD WAY

4317 S STAFFORD WAY

4311 S STAFFORD WAY

Existing Building (PROTECT IN PLACE)

Existing Concrete (PROTECT IN PLACE)

Existing Wall (PROTECT IN PLACE)

TEMPORARY CONSTRUCTION EASEMENT

Existing Right-of-Way

PERPETUAL EASEMENT

N0^15'30"E

WALL-B

Existing Curb and Gutter (PROTECT IN PLACE)

PATTERNED CONCRETE PARKSTRIP WVC STD 232.1

Existing Sidewalk (PROTECT IN PLACE)

Existing Fiber Optic Comcast Aerial Coaxial Cable QL-B **(RELOCATE)**

SEE DT-06A MATCH LINE WALL-B 303+20.00

MATCH LINE WALL-B 307+00.00 SEE DT-06C

304+00 305+00 306+00

158+00 159+00 160+00 161+00

2700 WEST

WALL-B PLAN

PVI 303+72.62 ELEV 4319.82

PVI 304+81.84 ELEV 4317.32

PVI 305+36.41 ELEV 4316.49

PVI 305+36.41 ELEV 4317.80

PVI 306+21.97 ELEV 4316.14

PVI 306+21.97 ELEV 4314.15

MINIMUM TOP OF WALL

-2.24%

-2.28%

-1.52%

-1.94%

-1.78%

3' retaining

1.5'-2' retaining

2' retaining

1.39'

8.00' MIN

6.00'

2.5'

1.50'

1.38'

Existing Grade at Front Face of Wall

Existing Grade at Back Face of Wall

4325 4320 4315 4310 4305

WALL-B PROFILE

REV	DATE	DESCRIPTION

Designed By: TCV
Drawn By: TWR
Checked By: MSN
Approved By: ALK

CivilScience Engineers | Surveyors | Solutions

100% SUBMITTAL
NOT FOR CONSTRUCTION

193

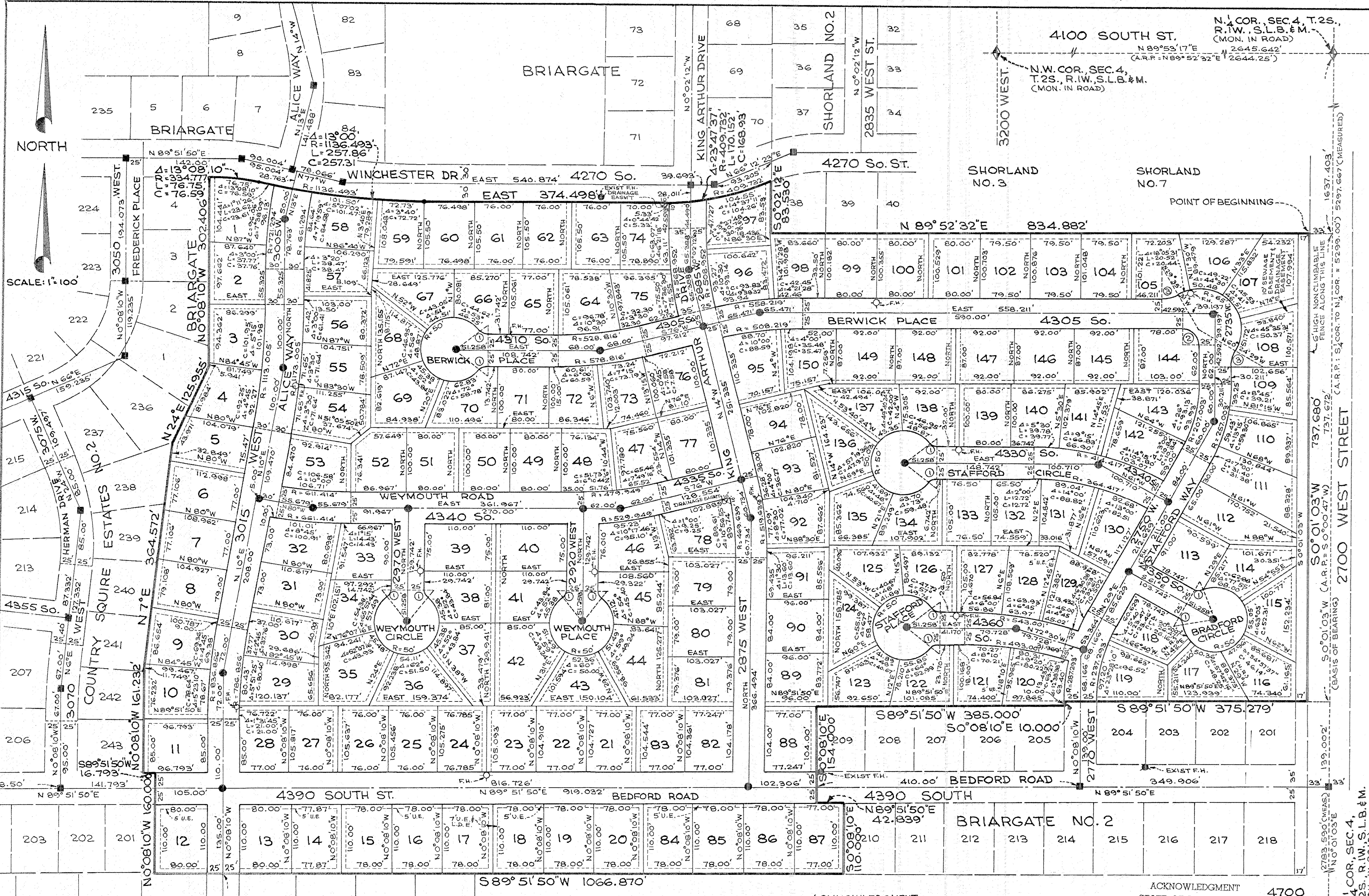
UTA

WALL-B PLAN AND PROFILE

WEST VALLEY CITY
WVC_BLK_5
2700 WEST BIKE LANES

CADD Filename: WVC_BKL_5_DT-06B.dgn
UTA Contract No.: 18-2399TP
Drawing: DT-06B
Sheet No.: 13 OF 20

DGN File: IP_PWPub\423537\WVC_BKL_5_DT-06B.dgn
25-FEB-2021



LEGEND

- ● DENOTES MONUMENTS TO BE SET
- ■ DENOTES EXISTING MONUMENTS
- F.H. DENOTES FIRE HYDRANTS TO BE SET
- U.E. DENOTES UTILITIES EASEMENT
- L.D.E. DENOTES LOT DRAINAGE EASEMENT
- DENOTES EASEMENTS ON BOTH SIDE OF ℄.
- DENOTES EASEMENTS ON ONE SIDE OF ℄.

SMALL CURVES DATA

① Δ= 52°00'; R= 15.047'; L= 13.66'; C= 13.19'
② Δ= 90°00'; R= 25.00'; L= 36.27'; C=35.36'
③ Δ= 29°35'31"; R= 50.00'; L= 25.82'; C= 25.54'

NOTE: ALL EASEMENTS ARE 7' WIDE UNLESS OTHERWISE INDICATED. THEY ARE ALL UTILITIES & LOT DRAINAGE EASEMENTS IF NOT MENTIONED OTHERWISE.

ACKNOWLEDGMENT

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

ON THE 23rd DAY OF SEPTEMBER, 1975, PERSONALLY APPEARED BEFORE ME GORDON H. DICK AND CRAIG F. THOMSEN WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID GORDON H. DICK IS THE EXEC. VICE PRESIDENT AND THAT HE, THE SAID CRAIG F. THOMSEN IS THE VICE PRESIDENT OF SECURITY TITLE COMPANY AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY THE AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID GORDON H. DICK AND CRAIG F. THOMSEN EACH ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 11-8-78

Gerald W. Adamson
NOTARY PUBLIC

RESIDING IN SALT LAKE CITY UTAH

ACKNOWLEDGMENT

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

ON THE 23rd DAY OF September 1975, PERSONALLY APPEARED BEFORE ME GLEN SAXTON

WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT HE IS/ARE THE PRESIDENT OF AMERICAN EQUITY CORPORATION, AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF BOARD OF DIRECTORS AND THE SAID GLEN SAXTON

ACKNOWLEDGED TO ME THAT SAID AMERICAN EQUITY CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 10-19-76

Barna M. Coupe
NOTARY PUBLIC

RESIDING IN Salt Lake City, Utah

SURVEYOR'S CERTIFICATE

I, C. J. SCHUCHERT, do hereby certify that I am a Registered [redacted] Land Surveyor, and that I hold certificate No. 2868, 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 BRIARGATE NO. 3 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 2700 WEST STREET, SAID POINT BEING S0°01'03"W ALONG THE ¼ SECTION LINE 1637.403 FEET AND S 89°52'32"W 33 FEET FROM THE NORTH ¼ COR. OF SEC.4, T.2S., R.1W., S.L.B.&M.; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S0°01'03"W 737.680 FEET TO NORTHEAST CORNER OF BRIARGATE NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SAID SUBDIVISION, THE FOLLOWING COURSES:
S 89°51'50"W	375.279	FEET; THENCE S0°08'10"E 10.000 FEET; THENCE S 89°51'50"W 385.000 FEET; THENCE S0°08'10"E 154.000 FEET; THENCE N 89°51'50"E 42.839 FEET AND S0°08'10"E 110.000 FEET; THENCE S 89°51'50"W ALONG THE NORTH LINE OF MILLERAMA VIEW SUBDIVISION EXTENDED, 1066.870 FEET TO THE SOUTHEAST CORNER OF LOT 201 OF COUNTRY SQUIRE ESTATES NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SAID COUNTRY SQUIRE ESTATES NO.2, AND THENCE ALONG THE PERIMETER OF BRIARGATE, A SUBDIVISION, THE FOLLOWING COURSES:-
N 0°08'10"W	160.00	FEET; THENCE S 89°51'50"W 16.793 FEET; THENCE N 0°08'10"W 161.232 FEET; THENCE N 7°E 364.572 FEET; THENCE N 24°E 125.955 FEET; THENCE N0°08'10"W 302.406 FEET TO THE BEGINNING OF A 334.777 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS S 0°08'10"E; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13°08'10", A DISTANCE OF 76.75 FEET TO A POINT OF REVERSE CURVE, THE CENTER OF WHICH BEARS N13°E; THENCE ALONG A 1136.493 FOOT RADIUS CURVE, EASTERLY, TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°00' A DISTANCE OF 257.86 FEET; THENCE EAST 374.498 FEET TO THE BEGINNING OF A 409.732 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS NORTH; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°47'37", A DISTANCE OF 170.152 FEET TO THE WESTERLY BOUNDARY LINE OF SHORLAND NO.2, A SUBDIVISION; THENCE ALONG THE PERIMETER OF SHORLAND NO. 2, 3 & 7 SUBDIVISIONS S0°02'12"E 83.530 FEET AND N 89°52'32"E 834.882' FEET TO THE POINT OF BEGINNING.

6/30/1975
DATE

COON, KING & KNOWLTON

(Seal: REGISTERED LAND SURVEYOR 2868 C. J. SCHUCHERT State of Utah) C. J. Schuchert

OWNER'S DEDICATION

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

BRIARGATE NO. 3

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

In witness whereof WE have hereunto set OUR HANDS this 23rd day of SEPTEMBER A.D., 1975

AMERICAN EQUITY CORPORATION
By Glen Saxton
GLEN SAXTON PRESIDENT

SECURITY TITLE COMPANY, TRUSTEE
Gordon H. Dick
GORDON H. DICK EXEC. VICE PRESIDENT
Craig F. Thomsen
CRAIG F. THOMSEN VICE PRESIDENT

INDIVIDUAL
ACKNOWLEDGMENT

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

On the ____ day of __________ A.D., 19___, 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: __________

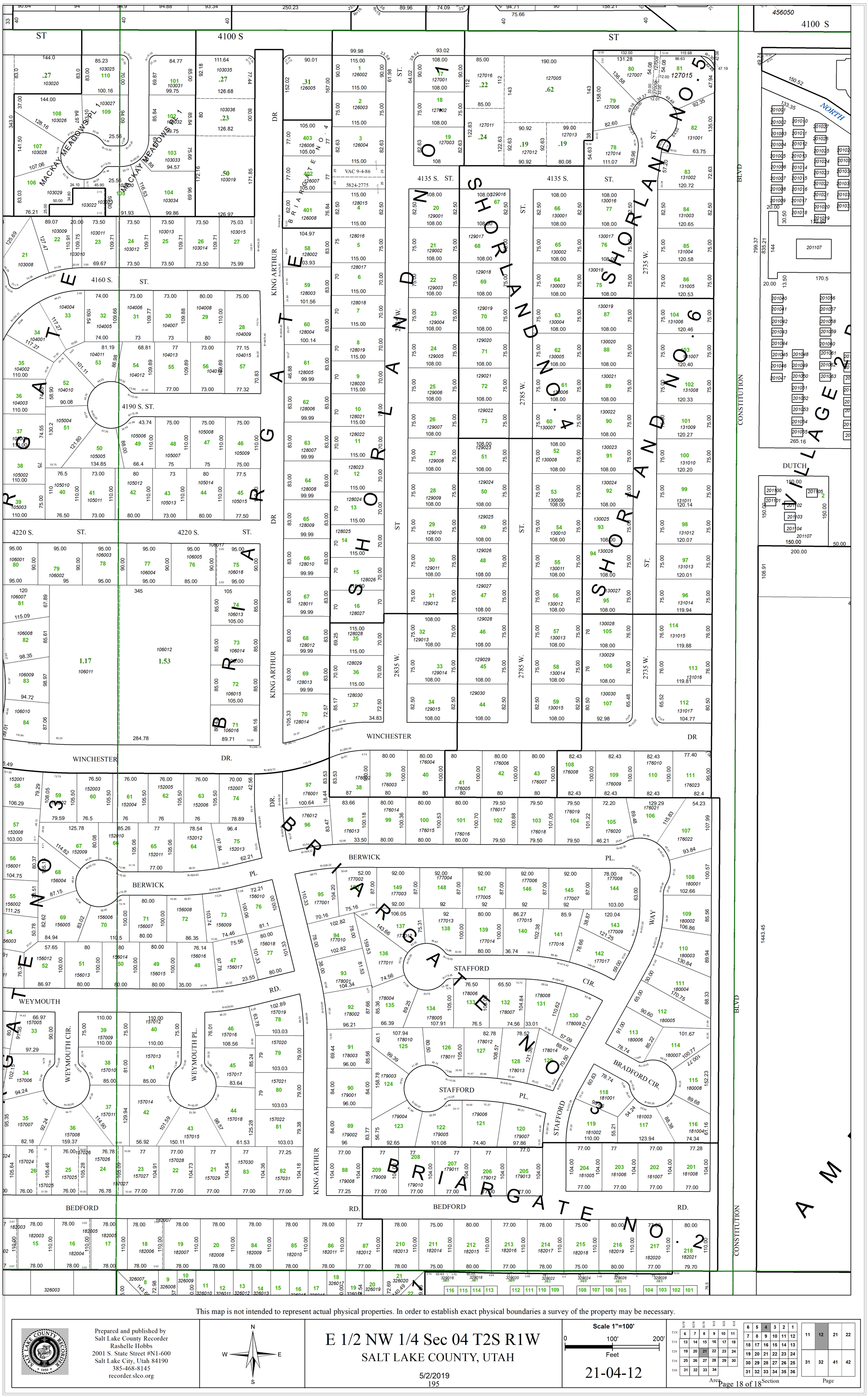
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

BRIARGATE NO.3

(150 LOTS) (37.510 ACRES)

A SUBDIVISION IN SEC.4, T.2S., R.1W.,
SALT LAKE BASE & MERIDIAN

PLANNING COMMISSION	BOARD OF HEALTH	FLOOD CONTROL DEPT.	SURVEYOR'S CERTIFICATE	APPROVAL AS TO FORM	COUNTY COMMISSION	RECORDED # 2748656
APPROVED THIS 19th DAY OF Sep A.D., 1975 BY THE SALT LAKE COUNTY PLANNING COMMISSION. Glynn Petersen — CHAIRMAN, SALT LAKE CO. PLANNING COMM.	APPROVED THIS 23rd DAY OF Sept A.D., 1975 Frank Seegmiller — DIRECTOR, S. L. CO. BOARD OF HEALTH	APPROVED THIS 19th DAY OF September A.D., 1975 — FLOOD CONTROL COORDINATOR	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. 9/30/75 M. Earl Larsen — DATE SALT LAKE COUNTY SURVEYOR	APPROVED AS TO FORM THIS 30 DAY OF Sept A.D., 1975 — Deputy SALT LAKE COUNTY ATTORNEY	PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 1st DAY OF October A.D., 1975, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED. ATTEST: SALT LAKE CO. CLERK — CHAIRMAN, BD. OF CO. COMM.	STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Security Title Co. DATE October 6, 1975 TIME 8:16 AM BOOK 75-10 PAGE 156 FEE $ $85.00 Katie L. Dixon — SALT LAKE COUNTY RECORDER



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

Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

E 1/2 NW 1/4 Sec 04 T2S R1W

SALT LAKE COUNTY, UTAH

5/2/2019
195

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

21-04-12

	R3W	R2W	R1W	R1E	R2E	R3E
T1N	6	7	8	9	10	11
T1S	13	14	15	16	17	18
T2S	19	20	21	22	23	24
T3S	25	26	27	28	29	30
T4S	31	32	33	34		

Area

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Section

11	12	21	22
31	32	41	42

Page

Item #:	
Fiscal Impact:	$14,400.00
Funding Source:	General Fund Federal TIGER Grant
Account #:	45-9610-40750-75259-0200
Budget Opening Required:	

ISSUE:

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

SYNOPSIS:

Aploinar Gutierrez has signed a Right-of-way Purchase Agreement, a Warranty Deed, two Perpetual Easements, and two Temporary Construction Easement for property located at 4107 South 2735 West (21-04-127-015).

BACKGROUND:

This portion of the Aploinar Gutierrez parcel located at 4107 South 2735 West is 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. This project is also extending the wall improvements along two properties on the south side of 4100 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 4107 South 2735 West includes a Warranty Deed for 389 square feet of land along the northerly three feet and the corner of the property, two Perpetual Easement for the wall and two Temporary Construction Easement for the wall and improvements along 2700 West. Compensation in the amount of $14,400.00 is based upon the Appraisal Report prepared by the Fortis Group LLC. Additionally, the property owner has agreed to donate a Perpetual Easement and a Temporary Construction Easement along the 4100 South side of the property, as the wall and improvements were not part of the original project scope.

RECOMMENDATION:

Accept Warranty Deed, two Perpetual Easements, two Temporary Construction Easement and authorize Mayor to execute Easement Purchase Agreement. Authorize City Recorder to record said Warranty Deed, Perpetual Easements and the Temporary Construction Easements for and in behalf of West Valley City.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED, TWO PERPETUAL EASEMENTS, AND TWO TEMPORARY CONSTRUCTION EASEMENTS WITH AND FROM APLOINAR GUTIERREZ FOR PROPERTY LOCATED AT 4107 SOUTH 2735 WEST.

WHEREAS, Aploinar Gutierrez (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 4107 South 2735 West that is affected by the 2700 West Improvements Project (herein "Project"); and

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

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT OF WAY PURCHASE AGREEMENT

On this _____ day of _____, 2021, Aploinar Gutierrez (herein GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, certain property and 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 warranty deed in the form and for the property described in Exhibit A. GRANTOR shall also deliver a perpetual easement and a temporary construction easement in the form and for the property described in Exhibits B and C.

2. The City shall pay $14,400.00 for the property and easements described in Section 1. This amount constitutes fair market value and is the entire payment for the property and easements and any and all known or potential damages, costs, or value that may be related to the property and 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
APLOINAR GUTIERREZ

State of UTAH)
:ss
County of SALT LAKE)

On this 22ND day of APRIL, 2021, personally appeared before me Aploinar Gutierrez, 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.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705428
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

EXHIBIT A
WARRANTY DEED

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-04-127-015**

WARRANTY DEED

Aploinar Gutierrez, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **4107 South 3275 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at a point being South 03°25'04" West 12.02 feet from the northwest corner of Lot 81 of Shorland No. 5 subdivision according to the official plat thereof as recorded in Book GG at page 71 in the office of the Salt Lake County Recorder; thence North 89°52'32" East 86.63 feet along the southerly boundary of that parcel conveyed to West Valley City by Warranty Deed recorded as Entry No. 3997394 in the office of the Salt Lake County Recorder; thence South 45°03'29" East 42.48 feet along the southwesterly line of that parcel conveyed to West Valley City by Warranty Deed recorded as Entry No. 12235139 in the office of the Salt Lake County Recorder; to the easterly line of said lot and the westerly line of Constitution Boulevard (2700 West); thence South 00°00'47" West 4.24 feet along said line; thence North 45°03'29" West 44.23 feet; thence South 89°52'32" West 85.57 feet to the westerly boundary of said Lot 81; thence North 03°25'04" East 3.01 feet along said westerly boundary to the Point of Beginning. Containing 389 square feet.

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

WITNESSED the hand of said GRANTOR this _____ day of _____, 2021.

GRANTOR

_____
Aploinar Gutierrez

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Aploinar Gutierrez,** 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/she executed the same.

_____
Notary Public

EXHIBIT B
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. # **21-04-127-015**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Aploinar Gutierrez,** GRANTOR**,** hereby grants and conveys 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 Southwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at the southeast corner of Lot 81 of Shorland No. 5 subdivision according to the official plat thereof as recorded in Book GG at page 71 in the office of the Salt Lake County Recorder; thence South 65°30'40" West 1.65 feet along the southeasterly line of said lot; thence North 00°00'47" East 43.77 feet; thence North 45°03'29" West 42.98 feet; thence North 22°27'31" East 1.62 feet; thence South 45°03'29" East 44.23 feet along the southwesterly line of that parcel conveyed to West Valley City by Warranty Deed as Entry No. 12235139 in the office of the Salt Lake County Recorder to the easterly line of said lot and the westerly line of Constitution Boulevard (2700 West); thence South 00°00'47" West 43.70 feet along said line to the Point of Beginning. Encompassing 131 square feet.

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 hand of said GRANTOR this _____ day of _____, 2021.

GRANTOR

_____

Aploinar Gutierrez

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Aploinar Gutierrez,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

_____
Notary Public

EXHIBIT C
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 I.D. # **21-04-127-015**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Aploinar Gutierrez,** GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **4107 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 Southwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning South 65°30'40" West 1.65 feet from the southeast corner of Lot 81 of Shorland No. 5 subdivision according to the official plat thereof as recorded in Book GG at page 71 in the office of the Salt Lake County Recorder; thence South 65°30'40" West 16.48 feet along the southeasterly line of said lot; thence North 00°00'47" East 23.19 feet; thence North 45°03'29" West 60.46 feet; thence North 61°10'50" East 31.25 feet; thence South 45°03'29" East 42.98 feet; thence South 00°00'47" West 43.77 feet along said line to the Point of Beginning. Encompassing 2,054 square feet.

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 hand of said GRANTOR this _____ day of _____, 2021.

GRANTOR

_____
Aploinar Gutierrez

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Aploinar Gutierrez,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL I.D. # **21-04-127-015**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Aploinar Gutierrez,** GRANTOR**,** hereby grants and conveys 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 Southwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at the southeast corner of Lot 81 of Shorland No. 5 subdivision according to the official plat thereof as recorded in Book GG at page 71 in the office of the Salt Lake County Recorder; thence South 65°30'40" West 1.65 feet along the southeasterly line of said lot; thence North 00°00'47" East 43.77 feet; thence North 45°03'29" West 42.98 feet; thence North 22°27'31" East 1.62 feet; thence South 45°03'29" East 44.23 feet along the southwesterly line of that parcel conveyed to West Valley City by Warranty Deed as Entry No. 12235139 in the office of the Salt Lake County Recorder to the easterly line of said lot and the westerly line of Constitution Boulevard (2700 West); thence South 00°00'47" West 43.70 feet along said line to the Point of Beginning. Encompassing 131 square feet.

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 hand of said GRANTOR this 22ND day of APRIL, 2021.

GRANTOR

Aploinar Gutierrez

State of UTAH)
:ss
County of SALT LAKE)

On this 22ND day of APRIL, 2021, personally appeared before me **Aploinar Gutierrez,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

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

Notary Public

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

Space above for County Recorder's use

PARCEL I.D. # **21-04-127-015**

PERPETUAL EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Aploinar Gutierrez,** GRANTOR**,** hereby grants and conveys 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. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point being South 03°25'04" West 15.03 feet from the northwest corner of Lot 81 of Shorland No. 5 subdivision according to the official plat thereof as recorded in Book GG at page 71 in the office of the Salt Lake County Recorder; thence North 89°52'32" East 85.57 feet; thence South 22°27'31" West 1.62 feet; thence South 89°52'32" West 85.04 feet to the westerly boundary of said lot; thence North 03°25'04" East 1.50 feet along said westerly boundary to the Point of Beginning. Encompassing 128 square feet.

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 hand of said GRANTOR this 22ND day of APRIL, 2021.

GRANTOR

Aploinar Gutierrez

State of UTAH)
:ss
County of SALT LAKE)

On this 22ND day of APRIL, 2021, personally appeared before me **Aploinar Gutierrez,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

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

Notary Public

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

Space above for County Recorder's use

PARCEL I.D. # **21-04-127-015**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Aploinar Gutierrez,** GRANTOR**,** hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **4107 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 Southwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning South 65°30'40" West 1.65 feet from the southeast corner of Lot 81 of Shorland No. 5 subdivision according to the official plat thereof as recorded in Book GG at page 71 in the office of the Salt Lake County Recorder; thence South 65°30'40" West 16.48 feet along the southeasterly line of said lot; thence North 00°00'47" East 23.19 feet; thence North 45°03'29" West 60.46 feet; thence North 61°10'50" East 31.25 feet; thence South 45°03'29" East 42.98 feet; thence South 00°00'47" West 43.77 feet along said line to the Point of Beginning. Encompassing 2,054 square feet.

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 hand of said GRANTOR this 22ND day of APRIL, 2021.

GRANTOR

Aploinar Gutierrez

State of UTAH)
:ss
County of SALT LAKE)

On this 22ND day of APRIL, 2021, personally appeared before me **Aploinar Gutierrez,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

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

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **21-04-127-015**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Aploinar Gutierrez**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **4107 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. The boundaries of said easement are more particularly described as follows:
>
> Beginning South 03°25'04" West 16.53 feet from the northwest corner of Lot 81 of Shorland No. 5 subdivision according to the official plat thereof as recorded in Book GG at page 71 in the office of the Salt Lake County Recorder; thence North 89°52'32" East 85.04 feet; thence South 61°10'50" West 31.25 feet; thence South 89°52'32" West 58.56 feet to the westerly boundary of said Lot 81; thence North 03°25'04" East 15.03 feet along said westerly to the Point of Beginning. Encompassing 1,077 square feet.

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 hand of said GRANTOR this 22ND day of APRIL, 2021.

GRANTOR

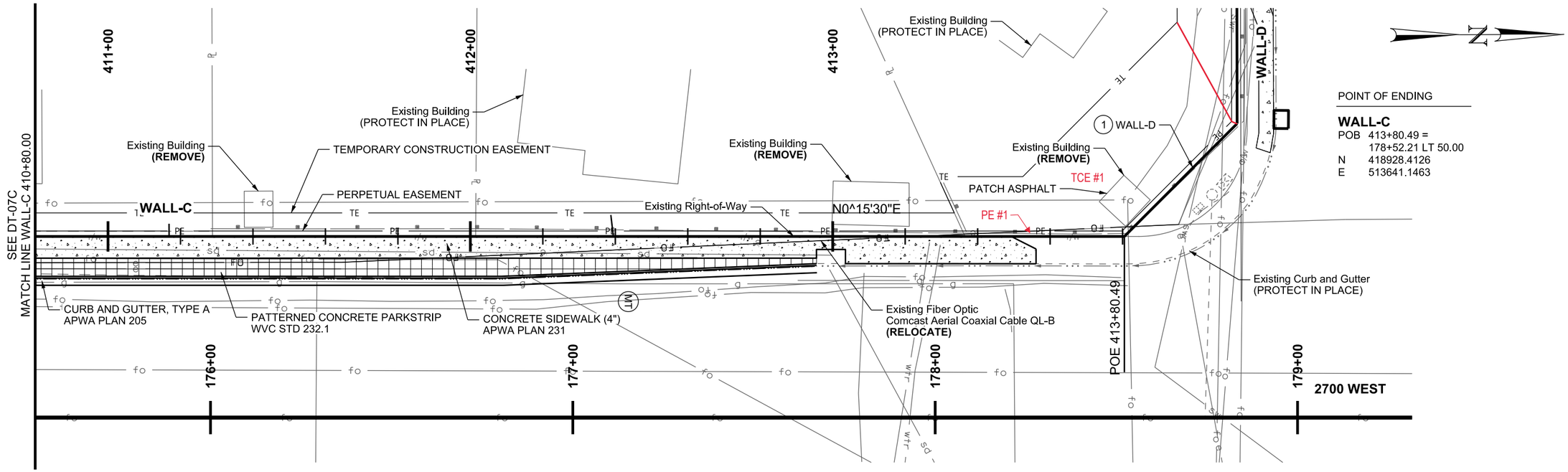
Aploinar Gutierrez

State of UTAH)
:ss
County of SALT LAKE)

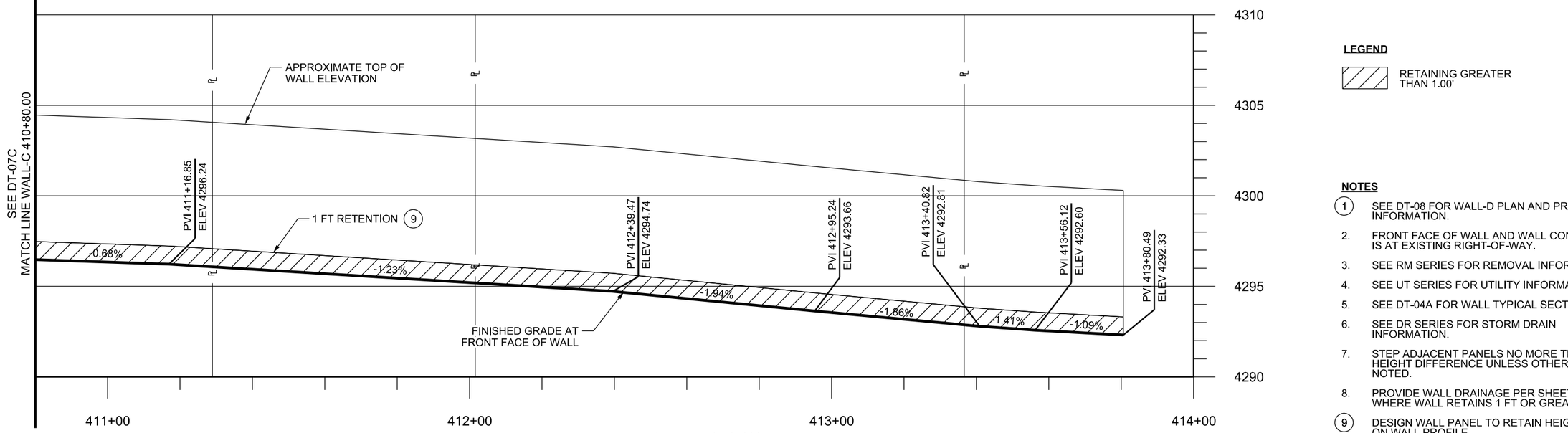
On this 22ND day of APRIL, 2021, personally appeared before me **Aploinar Gutierrez,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same.

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

Notary Public



WALL-C PLAN



WALL-C PROFILE

LEGEND

RETAINING GREATER THAN 1.00'

NOTES

1. SEE DT-08 FOR WALL-D PLAN AND PROFILE INFORMATION.
2. FRONT FACE OF WALL AND WALL CONTROL LINE IS AT EXISTING RIGHT-OF-WAY.
3. SEE RM SERIES FOR REMOVAL INFORMATION.
4. SEE UT SERIES FOR UTILITY INFORMATION.
5. SEE DT-04A FOR WALL TYPICAL SECTION.
6. SEE DR SERIES FOR STORM DRAIN INFORMATION.
7. STEP ADJACENT PANELS NO MORE THAN 1 FT HEIGHT DIFFERENCE UNLESS OTHERWISE NOTED.
8. PROVIDE WALL DRAINAGE PER SHEET DT-04B, WHERE WALL RETAINS 1 FT OR GREATER.
9. DESIGN WALL PANEL TO RETAIN HEIGHT SHOWN ON WALL PROFILE.

REV	DATE	DESCRIPTION

Designed By: TCV
Drawn By: TWR
Checked By: MSN
Approved By: ALK

CivilScience Engineers | Surveyors | Solutions
214

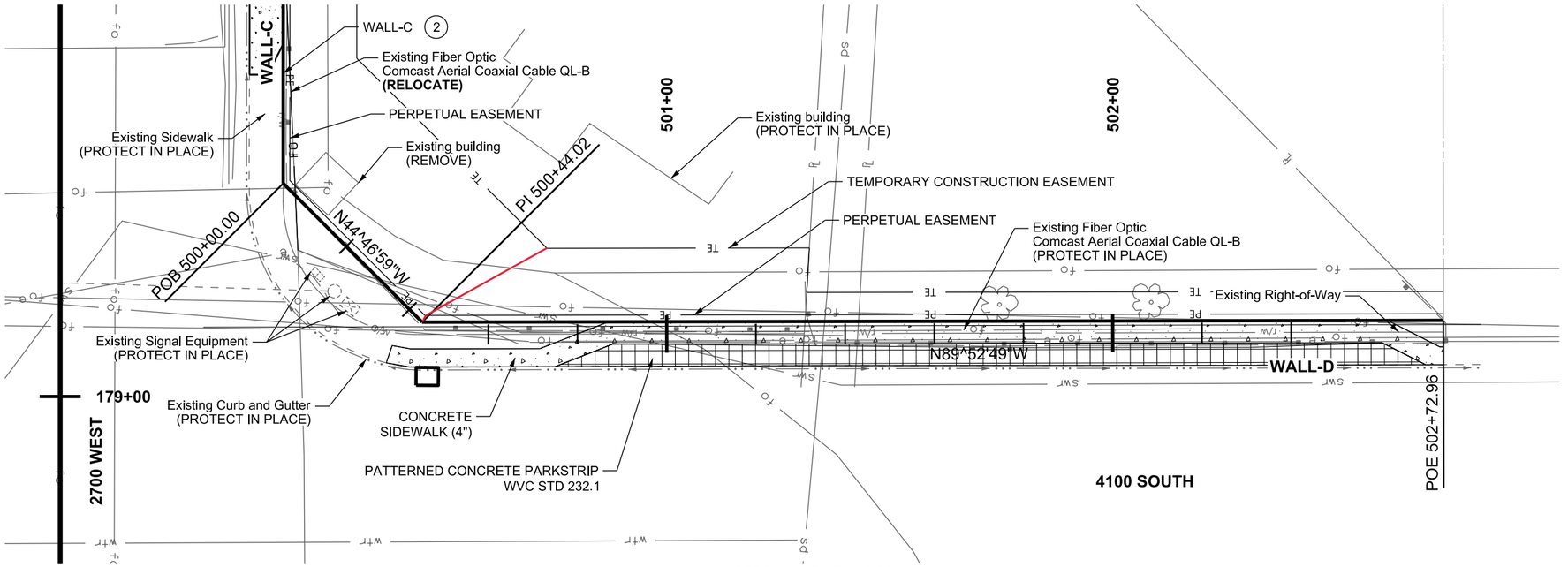
UTA

WALL-C PLAN AND PROFILE

WEST VALLEY CITY
WVC_BKL_5
2700 WEST 6100 SOUTH 2700 WEST 6125 SOUTH 4 LANES

CADD Filename: WVC_BKL_5_DT-07D.dgn
UTA Contract No.: 18-2399TP
Drawing: DT-07D
Sheet No.: 19 OF 22

DGN Files:\P_Proj\2423537\WVC_BKL_5_DT-07D.dgn
30-MAR-2021



WALL-D PLAN

POINT OF BEGINNING

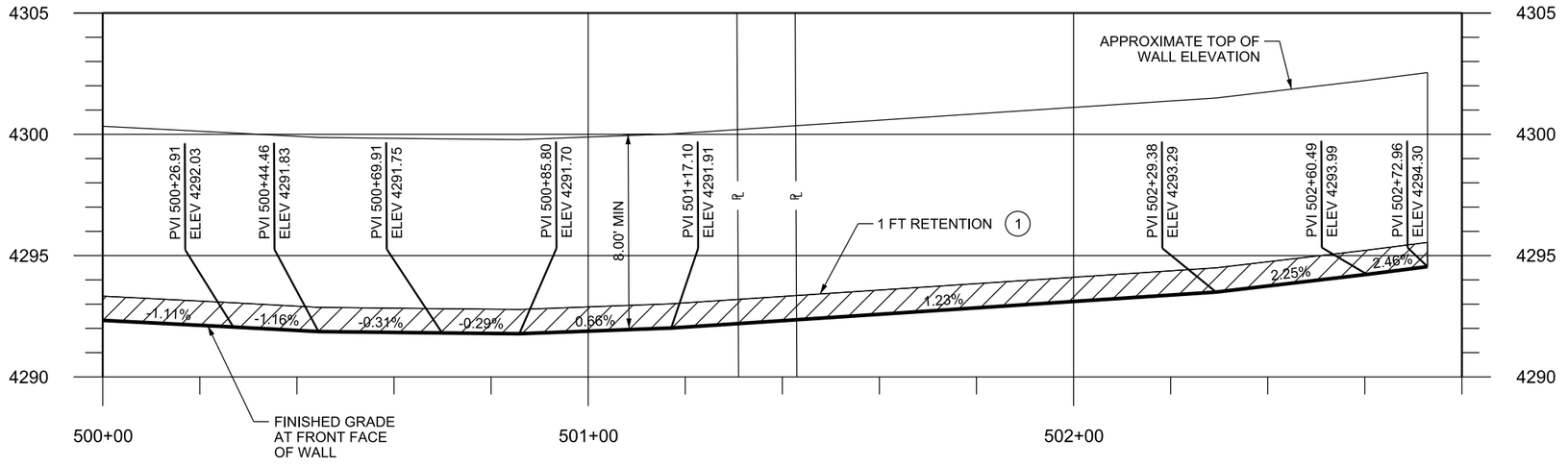
WALL-D
POB 500+00.00 =
178+52.21 LT 50.00
N 418928.4126
E 513641.1463

POINT OF INTERSECTION

WALL-D
PI 500+44.02 =
178+83.32 LT 81.15
N 418959.6577
E 513610.1368

POINT OF ENDING

WALL-D
POB 502+72.96 =
178+82.93 LT 310.09
N 418960.3005
E 513381.1983



WALL-D PROFILE

LEGEND

RETAINING GREATER THAN 1.00'

NOTES

1. DESIGN WALL PANEL TO RETAIN HEIGHT SHOWN ON WALL PROFILE.
2. PROVIDE WALL DRAINAGE PER SHEET DT-04B, WHERE WALL RETAINS 1 FT OR GREATER.
3. FRONT FACE OF WALL AND WALL CONTROL LINE IS AT EXISTING RIGHT-OF-WAY.
4. SEE RM SERIES FOR REMOVAL INFORMATION.
5. SEE UT SERIES FOR UTILITY INFORMATION.
6. SEE DT-04A FOR WALL TYPICAL SECTION.
7. STEP ADJACENT PANELS NO MORE THAN 1 FT HEIGHT DIFFERENCE UNLESS NOTED OTHERWISE.
8. SEE DT-10 FOR 4100 SOUTH SIDEWALK AND PARKSTRIP DETAILS.

REV	DATE	DESCRIPTION

Designed By: TCV
Drawn By: TWR
Checked By: MSN
Approved By: ALK

CivilScience Engineers | Surveyors | Solutions

Matthew S. Nelson 215

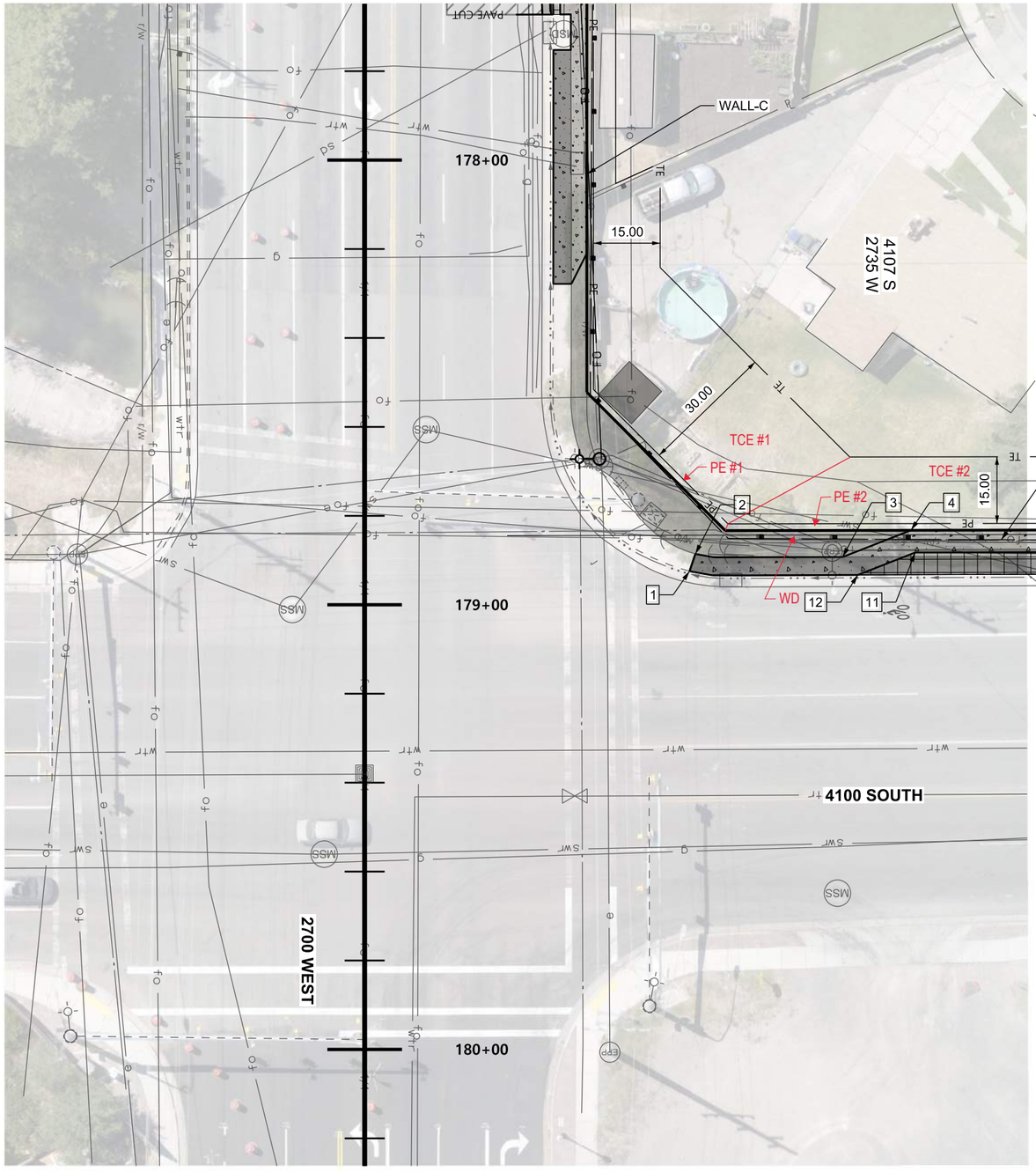
UTA

WALL-D PLAN AND PROFILE

WEST VALLEY CITY
WVC_BLK_5
2700 WEST BIKE LANES

CADD Filename: WVC_BKL_5_DT-08.dgn
UTA Contract No.: 18-2399TP
Drawing: DT-08
Sheet No.: 20 OF 22

DGN File: IP_PWP:d0423537\WVC_BKL_5_DT-08.dgn
30-MAR-2021



GRADING POINT TABLE				
GRADING POINT	STATION	OFFSET	ELEVATION	NOTES
1	178+92.46	73.11 LT	MATCH EXISTING	SIDEWALK
2	178+88.57	74.42 LT	MATCH EXISTING	SIDEWALK
3	178+89.26	107.55 LT	4291.69	SIDEWALK, BEGIN 2:1 TAPER
4	178+83.25	122.93 LT	4291.70	SIDEWALK, END 2:1 TAPER
5	178+82.95	297.62 LT	4293.99	SIDWALK, BEGIN 2:1 TAPER
6	178+88.87	309.29 LT	4294.29	SIDEWALK, END 2:1 TAPER
7	178+88.86	310.10 LT	MATCH EXISTING	SIDEWALK
8	178+92.86	310.09 LT	MATCH EXISTING	SIDEWALK
9	178+92.87	306.14 LT	MATCH EXISTING	SIDEWALK, END 2:1 TAPER
10	178+87.95	296.39 LT	4294.02	SIDEWALK, BEGIN 2:1 TAPER
11	178+88.24	123.89 LT	4291.66	SIDEWALK, END 2:1 TAPER
12	178+93.30	110.96 LT	MATCH EXISTING	SIDEWALK, BEGIN 2:1 TAPER

NOTES:

1. SEE RM-15 FOR REMOVAL ITEMS NOT ON THIS SHEET.

REV	DATE	DESCRIPTION

Designed By: TCV
Drawn By: TWR
Checked By: MSN
Approved By: ALK

CivilScience Engineers | Surveyors | Solutions

216

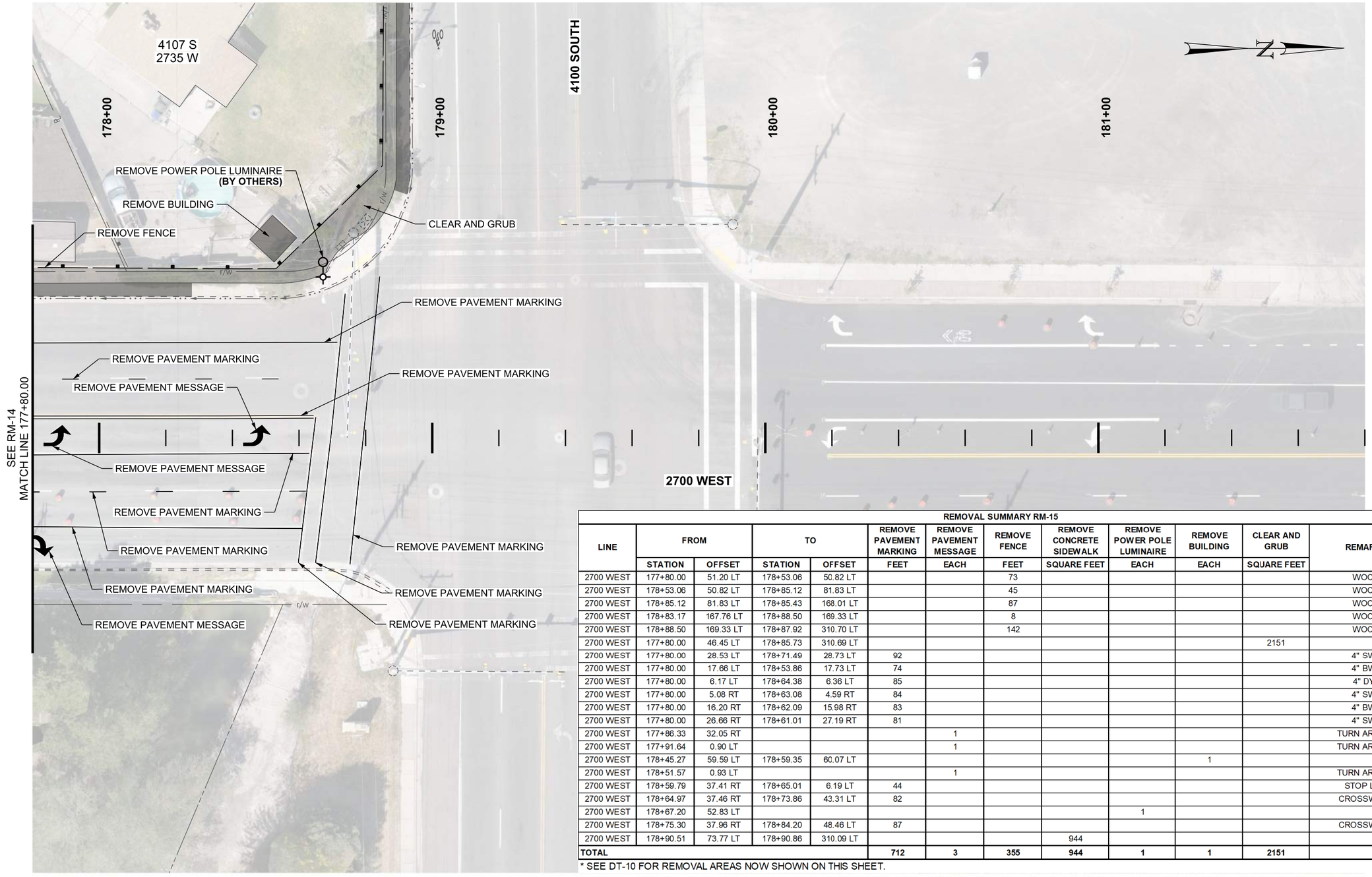
UTA

4100 SOUTH DETAILS

WEST VALLEY CITY
WVC_BLK_5
2700 WEST 4100 SOUTH
Page 21 of 22
270 WEST 4100 SOUTH
5 LANES

CADD Filename: WVC_BKL_5_DT-10.dgn
UTA Contract No.: 18-2399TP
Drawing: DT-10
Sheet No.: 22 OF 22

DGN File: P:\Projects\423537\WVC_BKL_5_DT-10.dgn
30-MAR-2021



REMOVAL SUMMARY RM-15												
LINE	FROM		TO		REMOVE PAVEMENT MARKING	REMOVE PAVEMENT MESSAGE	REMOVE FENCE	REMOVE CONCRETE SIDEWALK	REMOVE POWER POLE LUMINAIRE	REMOVE BUILDING	CLEAR AND GRUB	REMARKS
	STATION	OFFSET	STATION	OFFSET	FEET	EACH	FEET	SQUARE FEET	EACH	EACH	SQUARE FEET	
2700 WEST	177+80.00	51.20 LT	178+53.06	50.82 LT			73					WOOD
2700 WEST	178+53.06	50.82 LT	178+85.12	81.83 LT			45					WOOD
2700 WEST	178+85.12	81.83 LT	178+85.43	168.01 LT			87					WOOD
2700 WEST	178+83.17	167.76 LT	178+88.50	169.33 LT			8					WOOD
2700 WEST	178+88.50	169.33 LT	178+87.92	310.70 LT			142					WOOD
2700 WEST	177+80.00	46.45 LT	178+85.73	310.69 LT							2151	
2700 WEST	177+80.00	28.53 LT	178+71.49	28.73 LT	92							4" SWL
2700 WEST	177+80.00	17.66 LT	178+53.86	17.73 LT	74							4" BWL
2700 WEST	177+80.00	6.17 LT	178+64.38	6.36 LT	85							4" DYL
2700 WEST	177+80.00	5.08 RT	178+63.08	4.59 RT	84							4" SWL
2700 WEST	177+80.00	16.20 RT	178+62.09	15.98 RT	83							4" BWL
2700 WEST	177+80.00	26.66 RT	178+61.01	27.19 RT	81							4" SWL
2700 WEST	177+86.33	32.05 RT				1						TURN ARROW
2700 WEST	177+91.64	0.90 LT				1						TURN ARROW
2700 WEST	178+45.27	59.59 LT	178+59.35	60.07 LT						1		
2700 WEST	178+51.57	0.93 LT				1						TURN ARROW
2700 WEST	178+59.79	37.41 RT	178+65.01	6.19 LT	44							STOP LINE
2700 WEST	178+64.97	37.46 RT	178+73.86	43.31 LT	82							CROSSWALK
2700 WEST	178+67.20	52.83 LT							1			
2700 WEST	178+75.30	37.96 RT	178+84.20	48.46 LT	87							CROSSWALK
2700 WEST	178+90.51	73.77 LT	178+90.86	310.09 LT				944				
TOTAL					712	3	355	944	1	1	2151	

* SEE DT-10 FOR REMOVAL AREAS NOW SHOWN ON THIS SHEET.

REV	DATE	DESCRIPTION
△		
△		
△		
△		
△		
△		

Designed By: TCV
Drawn By: TWR
Checked By: MSN
Approved By: ALK

CivilScience Engineers | Surveyors | Solutions

Matthew S. Nelson 217

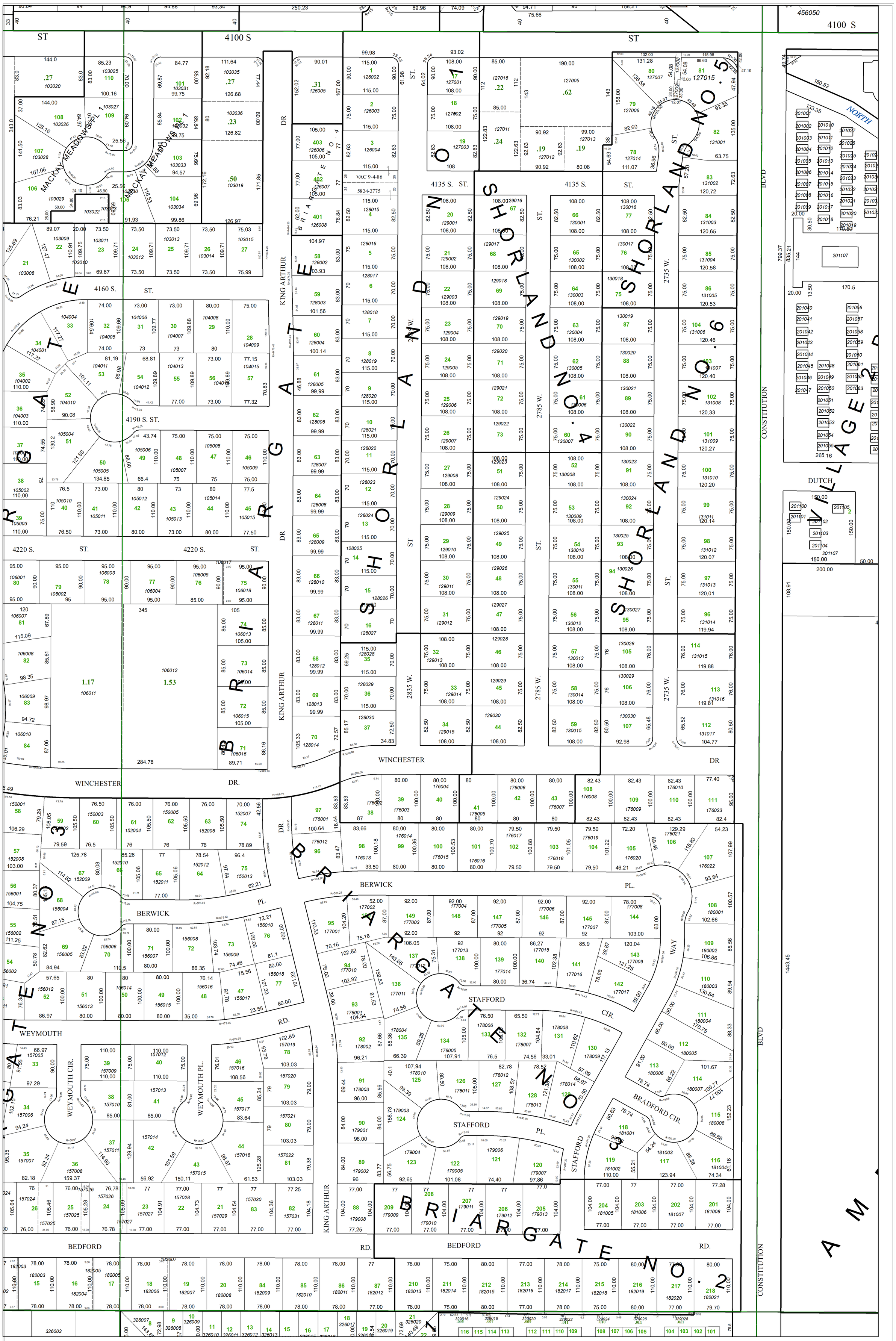
UTA

REMOVAL PLAN

WEST VALLEY CITY
WVC_BLK_5
2700 WEST BIKE LANES

CADD Filename: WVC_BKL_5_RM-15.dgn
UTA Contract No.: 18-2399TP
Drawing: RM-15
Sheet No.: 15 OF 15

DGN File: IP_PWP:d0423537\WVC_BKL_5_RM-15.dgn
30-MAR-2021



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

Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

E 1/2 NW 1/4 Sec 04 T2S R1W

SALT LAKE COUNTY, UTAH

5/2/2019
218

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

21-04-12

	R2W	R2W	R1W	R1E	R2E	R3E
T1N	6	7	8	9	10	11
T1S	13	14	15	16	17	18
T2S	19	20	21	22	23	24
T3S	25	26	27	28	29	30
T4S	31	32	33	34		

Area

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Section

11	12	21	22
31	32	41	42

Page