The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, December 7, 2021, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV. To participate in the public comment period or scheduled public hearings electronically, please visit www.wvc-ut.gov/PublicComment prior to 2:30 PM on Tuesday, December 7, 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. November 23, 2021

6. Awards, Ceremonies and Proclamations:

   A. Representative Elizabeth Weight- Congressional Citation/Award to the West Valley Arts Division

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

7. Comment Period:

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

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Public Hearings:

A. Accept Public Input Regarding Application S-2-2021, Filed by Shaun Johnson, Requesting Final Plat Approval for the Weston Fields Subdivision- Revised Final Plat and Amending Certain Lots in the Brookfield Phase 11 Subdivision

Action: Consider Ordinance 21-65, Approve the Amendment of Lots 1103-1105 of the Brookfield Phase 11 Subdivision

9. Consent Agenda:

A. Reso. 21-199: Authorize the City to Enter into a Real Estate Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement with and from Americo Real Estate Company for Property Located at 4690 South 4000 West

B. Reso. 21-200: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement with and from Clint Perry for Property Located at 4869 West Royal Ann Drive

C. Reso. 21-201: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement with and from the Fred M. Austin Family Trust for Property Located at 4403 South 4625 West

D. Reso. 21-202: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement with and from Michael P. King for Property Located at 5025 West Royal Ann Drive

10. Unfinished Business:

A. Accept Public Input Regarding Application GPZ-14-2021, Filed by Brad Reynolds, Requesting a General Plan Change from General Commercial to Medium Density Residential (7 to 12 units/acre) and a Zone Change from C-2 (General Commercial) to RM (Multiple Unit Dwelling Residential) for Property Located at 3554 South 3200 West

Action: Consider Ordinance 21-63, Amend the General Plan to Show a Change of Land Use from General Commercial to Medium Density Residential (7 to 12 units/acre) for Property Located 3554 South 3200 West

Action: Consider Ordinance 21-64, Amend the Zoning Map to Show a Change of Zone for Property Located at 3554 South 3200 West on 3.2 Acres from C-2 (General Commercial) to RM (Multiple Unit Dwelling Residential)

Action: Consider Resolution 21-189, Authorize the City to Enter into a Development Agreement with Brad Reynolds Construction for Approximately 3.2 Acres of Property Located at Approximately 3554 South 3200 West

11. Motion for Closed Session (if necessary)

12. Adjourn

MINUTES OF COUNCIL REGULAR MEETING NOVEMBER 23, 2021
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, NOVEMBER 23, 2021, AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3 *(electronically)*
Jake Fitisemanu, Councilmember District 4 *(electronically)*

STAFF PRESENT ELECTRONICALLY:

Wayne T Pyle, City Manager *(electronically)*
Nichole Camac, City Recorder
Nicole Cottle, Assistant City Manager/General Counsel
Eric Bunderson, City Attorney
Scott Buchanan, Acting Police Chief
John Evans, Fire Chief *(electronically)*
Jim Welch, Finance Director*(electronically)*
Steve Pastorik, CED Director *(electronically)*
Layne Morris, CPD Director *(electronically)*
Dan Johnson, Public Works Director *(electronically)*
Nancy Day, Parks and Recreation Director *(electronically)*
John Flores, HR Director *(electronically)*
Sam Johnson, Strategic Communications Director

INSIDE THE CITY VIDEO SERIES
A video providing information about holiday safety was displayed.

APPROVAL OF MINUTES OF REGULAR MEETING HELD NOVEMBER 16, 2021
The Council considered the Minutes of the Regular Meeting held November 16, 2021. There were no changes, corrections or deletions.

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Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held November 16, 2021. Councilmember Fitisemanu seconded the motion.

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

COMMENT PERIOD

A. **PUBLIC COMMENTS**

DJ Heslington stated that she addressed the Council several weeks ago regarding sidewalks and the need for making sure they are safe. She indicated that she was injured on a public sidewalk that was damaged. She expressed concern that the same thing could happen to a child. Ms. Heslington emphasized the need to increase sidewalk safety and noted that that this needs to be prioritized.

Jim Vesock stated that he feels it is time to discuss a sustainable living wage for West Valley City employees. He indicated that Salt Lake County made a minimum wage standard at $15. Mr. Vesock discussed the cost of one-bedroom apartments. He expressed concern about employees having to work at the Fitness Center on Thanksgiving. Mr. Vesock stated that garbage pickup has been changed at Centennial Park to Thursday. He indicated that cans get tipped over and garbage is spilled.

B. **CITY MANAGER COMMENTS**

Wayne Pyle, City Manager, had no comments.

C. **CITY COUNCIL COMMENTS**

Councilmember Huynh stated that Thanksgiving is one of his favorite holidays. He indicated that he is thankful to work with members on the Council. He stated that the goal of the Council is make the City a great community to live in. Councilmember Huynh stated that he enjoyed the ability to speak with residents when he campaigned last summer. He also stated that Mayor Bigelow and Councilmember Buhler will have terms that expire at the end of the year and he is thankful for the time he has worked with them on the City Council. He noted that Councilmember Buhler has assisted him and provided advice over the years. Councilmember Huynh indicated that he valued the time he has worked with him. He noted that he also is appreciative of the relationship he has had with Mayor Bigelow. Councilmember Huynh stated that sooner or later the City will be the best in the State. He noted that he would like to have funds specifically for sidewalks to prevent accidents in the future.

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-14-2021, FILED BY BRAD REYNOLDS, REQUESTING A GENERAL PLAN**

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CHANGE FROM GENERAL COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL (7 TO 12 UNITS/ACRE) AND A ZONE CHANGE FROM C-2 (GENERAL COMMERCIAL) TO RM (MULTIPLE UNIT DWELLING RESIDENTIAL) FOR PROPERTY LOCATED AT 3554 SOUTH 3200 WEST

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled November 23, 2021, in order for the City Council to hear and consider public comments regarding application GPZ-14-2021, Filed by Brad Reynolds, Requesting a General Plan Change from General Commercial to Medium Density Residential (7 to 12 units/acre) and a Zone Change from C-2 (General Commercial) to RM (Multiple Unit Dwelling Residential) for Property Located at 3554 South 3200 West.

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

> The applicant originally proposed a 37-unit townhome development with a density of 11.5 units/acre. After the Planning Commission's review, the latest proposal is a 35-unit townhome development with a density of 10.9 units/acre. Each unit would have a two-car garage and 27 of the units would have a driveway large enough to park two vehicles in. The proposed minimum unit size is 1,550 sq. ft. above grade and all units would include a finished basement of 750 sq. ft. The attached concept plan and application materials from the applicant provide details on and support for the proposed project. By way of background, Brad Reynolds Construction developed The Villages at 27th, which is a 147-unit townhome development at 4500 South 2700 West.

Mayor Bigelow opened the Public Hearing.

Darrell Curtis expressed concern regarding parking. He noted that he lives near a townhome development and the parking is a significant issue. Mr. Curtis stated that there needs to be more room for parking and expressed concern that parking would cause issues along 3200 West.

Jim Vesock stated that he is also concerned about parking in this project. He indicated that guests will end up parking at the bank parking lot which will put a burden on them.

Ryan Reynolds stated that he represents the applicant. He noted that the number of units have been reduced and parking has been increased since going before the Planning Commission. Mr. Reynolds stated that they are excited to build another nice, affordable project in West Valley City.

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Mayor Bigelow closed the Public Hearing.

ACTION: ORDINANCE NO. 21-63, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM GENERAL COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL (7 TO 12 UNITS/ACRE) FOR PROPERTY LOCATED 3554 SOUTH 3200 WEST

The City Council previously held a public hearing regarding proposed Ordinance 21-63 that would amend the General Plan to Show a Change of Land Use from General Commercial to Medium Density Residential (7 to 12 units/acre) for Property Located 3554 South 3200 West.

Councilmember Buhler stated that this application meets all the requirements set forth in the code. He indicated that the parking ordinance should be evaluated for future projects but this proposal is in compliance with current standards.

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 Christensen seconded the motion.

Councilmember Nordfelt agreed with Councilmember Buhler regarding current requirements and the need to increase them. However, he noted that each situation is unique and dependent on the location. He stated that he believes parking will be a problem in this development and guests will not have enough places to park. Councilmember Nordfelt stated that the streets won't allow on-street parking, there are no guest spaces throughout the development, and 3200 West will become an issue. He noted that he likes the project but doesn't want to burden the residents who will live here or the existing businesses. Councilmember Huynh agreed and suggested that the applicant remove a unit to provide more guest parking spaces. Mayor Bigelow noted that parking issues are not unique to West Valley City. He indicated that the issue is widespread. Mayor Bigelow stated that the property is currently vacant and this is a good proposal. He noted that he doesn't believe adding more parking will solve the issue.

A roll call vote was taken:

Councilman Fitisemanu	No
Councilwoman Lang	No
Councilman Buhler	Yes
Councilman Huynh	No

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Councilman Christensen	Yes
Councilman Nordfelt	No
Mayor Bigelow	Yes

Motion Fails.

Mayor Bigelow called for a second motion.

Councilmember Nordfelt moved to continue Ordinance 21-63 to December 7, 2021.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilwoman Lang	Yes
Councilman Buhler	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Bigelow	Yes

Continued.

ACTION: ORDINANCE NO. 21-64, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3554 SOUTH 3200 WEST ON 3.2 ACRES FROM C-2 (GENERAL COMMERCIAL) TO RM (MULTIPLE UNIT DWELLING RESIDENTIAL)
The City Council previously held a public hearing regarding proposed Ordinance 21-63 that would amend the Zoning Map to show a change of Zone for property located at 3554 South 3200 West on 3.2 Acres from C-2 (General Commercial) to RM (Multiple Unit Dwelling Residential).

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

Councilmember Nordfelt moved to continue Ordinance 21-64 to December 7, 2021.

Councilmember Huynh seconded the motion.

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A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilwoman Lang	Yes
Councilman Buhler	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Bigelow	Yes

Continued.

ACTION: RESOLUTION NO. 21-189, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH BRAD REYNOLDS CONSTRUCTION FOR APPROXIMATELY 3.2 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 3554 SOUTH 3200 WEST

Mayor Bigelow discussed proposed Resolution 21-189 that would authorize the City to enter into a Development Agreement with Brad Reynolds Construction for Approximately 3.2 Acres of Property Located at Approximately 3554 South 3200 West.

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

Brad Reynolds has submitted a General Plan/zone change application (GPZ-14-2021) on 3.2 acres to change the zoning from C-2 (General Commercial) to RM (Multiple Unit Dwelling Residential) and to change the General Plan from General Commercial 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
- Parking
- Setbacks
- Multi-unit residential design standards from City Code

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

Councilmember Nordfelt moved to continue Resolution 21-189 to December 7, 2021.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilwoman Lang	Yes
Councilman Buhler	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Bigelow	Yes

Continued.

RESOLUTION 21-190: EXPRESS THE CITY'S SUPPORT FOR THE CITY'S APPLICATION FOR TRANSPORTATION AND LAND USE CONNECTION GRANT FUNDING

Mayor Bigelow discussed proposed Resolution 21-190 that would express the City's support for the City's Application for Transportation and Land Use Connection Grant Funding.

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

The Transportation and Land Use Connection (TLC) program is a partnership between the Wasatch Front Regional Council (WFRC), Salt Lake County, Utah Department of Transportation (UDOT), and Utah Transit Authority (UTA).

The TLC program provides technical assistance to local communities to help them achieve their goals and plan for growth. The program helps communities implement changes to the built environment that reduce traffic on roads and enable more people to easily walk, bike, and use transit. This approach is consistent with the **Wasatch Choice Vision** and helps residents living throughout the region enjoy a high quality of life through enhanced mobility, better air quality, and improved economic opportunities.

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Staff is applying for $36,000 to help prepare an update to the City's General Plan which was last updated in 2015. The proposed match from the City is $4,000.

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

Councilmember Christensen moved to approve Resolution 21-190.

Councilmember Lang seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilwoman Lang	Yes
Councilman Buhler	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Bigelow	Yes

NEW BUSINESS

A. **CONSIDER APPLICATION PUD-3-2021, FILED BY GREG LARSEN, REQUESTING FINAL PLAT APPROVAL FOR THE COTTAGES AT PEARCE FARM LOCATED AT 6765 WEST 3500 SOUTH OLUTION 21-191: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM JAY AND KATHY MACE FOR PROPERTY LOCATED AT 4143 SOUTH 2735 WEST**

Mayor Bigelow discussed proposed application PUD-3-2021, Filed by Greg Larsen, Requesting Final Plat Approval for the Cottages at Pearce Farm Located at 6765 West 3500 South

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

> Mr. Greg Larsen is requesting final approval for the Cottages at Pearce Farm. The subject property was rezoned in May 2021 from the A zone to the RM zone. This project will be a residential community for senior living having a total of 65 units on 10 acres. This equates to an overall density of 6.5 units per acre. Residential units will be one story in height. Based on the development agreement, 25% of all units will have a bonus room above the garage. The developer is proposing units with a minimum size of 1500

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square feet. All units will have a two-car garage with a drive space in front of the garage for parking. The developer is also providing 13 guest parking spaces within the development.

Proposed buildings are a craftsman/bungalow style unit with multiple elevations and colors. Materials will be stone and fiber cement. All units will have a private patio that is accessible from the dining/living room area within the dwelling.

Access to the subdivision will be gained from 3500 South and from 6800 West. The primary access will be gained from 3500 South with a landscaped median separating ingress and egress. An entry sign will also be located at this point. A second access point will be gained from 6800 West. The improvements along this right-of-way will extend out to 3500 South having a 6-foot sidewalk and 4-foot parkstrip.

The developer is proposing a number of amenities for this project. The developer is proposing a club house of approximately 2,800 square feet with a kitchen, fitness center and gathering area, and either a pool or pickleball court will be constructed. A walking path around the perimeter of the development is also planned.

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 Resolution 21-188.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilwoman Lang	Yes
Councilman Buhler	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

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CONSENT AGENDA

A. **RESOLUTION 21-191: ACCEPT A PUBLIC ROADWAY EASEMENT FROM ROCKY MOUNTAIN POWER FOR LAUREL CANYON DRIVE**

Mayor Bigelow discussed proposed Resolution 21-191 that would accept a Public Roadway Easement from Rocky Mountain Power for Laurel Canyon Drive.

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

> These portions of the Rocky Mountain Power parcels currently separate Laurel Canyon Drive (6520 South) in Diamond Summit Subdivision Unit 14 which was recorded in 2000 and The Views Subdivision which was recorded in 2019. As conditions of approval for The View Subdivision, the developer was required to obtain a Public Roadway Easement from Rocky Mountain Power in favor of West Valley City, and to construct the portion of Laurel Canyon Drive crossing the Rocky Mountain Power property. Rocky Mountain Power generally does not convey right-of-way in fee, but will grant a Public Roadway Easement. Construction of this portion of the is ready to commence. Unfortunately, Rocky Mountain Power recorded the Public Roadway Easement prior to receiving approval by the West Valley City Council. As a result, we are now seeking formal approval after the fact.

B. **RESOLUTION 21-192: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED, A PERPETUAL EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM TYLER AND MILENA THOMAS FOR PROPERTY LOCATED AT 4691 SOUTH 5400 WEST**

Mayor Bigelow discussed proposed Resolution 21-27 that would authorize the City to enter into an Easement Purchase Agreement and accept a Perpetual Easement and a Temporary Construction Easement with and from Andrea Veronica Aguirre for Property Located at 4179 South 2735 West.

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

> The Tyler N. Thomas and Milena Thomas parcel located at 4691 South 5400 West is one of several parcels affected by the 4700 South Reconstruction Project (4000 West to 5600 West). This project is being constructed in cooperation with Kearns Metro Township. This project will reconstruct the pavement, curb, gutter, sidewalk and decorative street lighting on both sides of 4700 South and 4715 South to improve safety and ride quality of 4700 South and 4715 South. Compensation for the purchase of the Warranty Deed, Perpetual Easement and a Temporary Construction

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Easement and improvements is $14,000.00 based upon the Appraisal Report prepared by Horrocks Engineering.

The project is being funded under the Surface Transportation Program (STP) with federal funds. Kearns Metro Township executed the Federal Aid Agreement with UDOT. West Valley City has signed an Interlocal Agreement with Kearns Metro Township. The city is responsible 6.77% of all project costs, including right of way, within West Valley City jurisdictional limits. The total value for the Warranty Deed, Perpetual Easement and a Temporary Construction Easement is $14,000.00, making the West Valley City share of the acquisition $947.80.

C. **RESOLUTION 21-193: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM RYAN HENDRICKSON FOR PROPERTY LOCATED AT 5174 WEST 3500 SOUTH**

Mayor Bigelow discussed proposed Resolution 21-193 that would authorize the City to enter into an Easement Purchase Agreement and accept a Perpetual Easement and a Temporary Construction Easement with and from Oscar and Refugio Perez for property located at 4245 South 2735 West.

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

The Ryan C. Hendrickson property is one of four properties affected by the construction of sidewalk on the north side of 3500 South near 5200 West for the 3500 South Safe Sidewalk Project (5200 West). As part of this project a five foot sidewalk, textured colored concrete park strip and pedestrian ramps will be constructed on the north side of 3500 South where it ends at approximately 5174 West to the west side of the intersection with 5200 West. The Warranty Deed and the Temporary Construction Easement will facilitate construction of this project. Compensation in the amount of $9,500.00 was based upon the appraisal report prepared by the Fortis Group, LLC.

D. **RESOLUTION 21-194: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM MICHAEL REED STEWART FOR PROPERTY LOCATED AT 5204 WEST 3500 SOUTH**

Mayor Bigelow discussed proposed Resolution 21-194 that would authorize the City to enter into a Warranty Deed and Temporary Construction Easement With and

From Michael Reed Stewart for Property Located at 5204 West 3500 South.

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

> The Michael Reed Stewart property is one of four properties affected by the construction of sidewalk on the north side of 3500 South near 5200 West for the 3500 South Safe Sidewalk Project (5200 West). As part of this project a five foot sidewalk, textured colored concrete park strip and pedestrian ramps will be constructed on the north side of 3500 South where it ends at approximately 5174 West to the west side of the intersection with 5200 West. The Warranty Deed and the Temporary Construction Easement will facilitate construction of this project. Compensation in the amount of $6,500.00 was based upon the appraisal report prepared by the Fortis Group, LLC.

E. **RESOLUTION 21-195: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM THE HENDERSON FAMILY TRUST FOR PROPERTY LOCATED AT 4488 SOUTH 4560 WEST**

Mayor Bigelow discussed proposed Resolution 21-195 that would authorize the City to Enter into a Real Estate Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From the Henderson Family Trust for Property Located at 4488 South 4560 West.

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

> The Henderson Family Trust property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2022 Pedestrian Ramp Project. As part of this project pedestrian ramps will be constructed at various locations throughout the City in locations where they do not currently exist and existing pedestrian ramps which do not comply with current ADA standards will be removed and replaced.
>
> The Warranty Deed and the Temporary Construction Easement will facilitate construction of the pedestrian ramps. Compensation in the amount of $425.00 was negotiated based upon land values for properties in the area.

F. **RESOLUTION 21-196: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A**

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WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM MARIO GONZALEZ FOR PROPERTY LOCATED AT 4480 SOUTH HONEYWOOD LANE

Mayor Bigelow discussed proposed Resolution 21-196 that would authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Mario Gonzalez for Property Located at 4480 South Honeywood Lane,

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

> The Mario A. Gonzalez property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2022 Pedestrian Ramp Project. As part of this project pedestrian ramps will be constructed at various locations throughout the City in locations where they do not currently exist and existing pedestrian ramps which do not comply with current ADA standards will be removed and replaced.
>
> The Warranty Deed and the Temporary Construction Easement will facilitate construction of the pedestrian ramps. Compensation in the amount of $450.00 was negotiated based upon land values for properties in the area.

G. **RESOLUTION 21-197: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM MICHAEL AND NORENE WEBSTER FOR PROPERTY LOCATED AT 3778 SOUTH OXFORD WAY**

Mayor Bigelow discussed proposed Resolution 21-197 that would authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement With and From Michael and Norene Webster for Property Located at 3778 South Oxford Way.

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

> The Michael J. Webster and Norene Webster property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2022 Pedestrian Ramp Project. As part of this project pedestrian ramps will be constructed at various locations throughout the city in locations where they do not currently exist and existing pedestrian ramps which do not comply with current ADA standards will be removed and replaced.

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The Warranty Deed and the Temporary Construction Easement will facilitate construction of the pedestrian ramps. Compensation in the amount of $450.00 was negotiated based upon land values for properties in the area.

H. **RESOLUTION 21-198: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM ROGER AND MARY HENRICHSEN FOR PROPERTY LOCATED AT 4501 SOUTH HONEYWOOD LANE**

Mayor Bigelow discussed proposed Resolution 21-198 that would authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Roger and Mary Henrichsen for Property Located at 4501 South Honeywood Lane

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

The Roger B. Henrichsen and Mary A. Henrichsen property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2022 Pedestrian Ramp Project. As part of this project pedestrian ramps will be constructed at various locations throughout the City in locations where they do not currently exist and existing pedestrian ramps which do not comply with current ADA standards will be removed and replaced.

The Warranty Deed and the Temporary Construction Easement will facilitate construction of the pedestrian ramps. Compensation in the amount of $1,100.00 was negotiated based upon land values for properties in the area.

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

Councilmember Christensen moved to approve the items on the Consent Agenda.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes

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

Unanimous.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, NOVEMBER 23, 2021 WAS ADJOURNED AT 7:19 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, November 23, 2021.

_____
Nichole Camac, CMC
City Recorder

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Item:_____
Fiscal Impact: _____
Funding Source: _____
Account#: _____
Budge Opening Require: _____
Neighborhood: **West Hills**

ISSUE:

S-2-2021 – Weston Fields Subdivision – Revised Final Plat and Amending Certain Lots in the Brookfield Phase 11 Subdivision

SYNOPSIS:

Applicant: Shaun Johnson
Proposal: Final Plat Approval
Location: 4180 South 6740 West
Zoning: R-1-8

BACKGROUND:

During the review of Weston Fields Subdivision Phase 1, an amendment to lots 309-312 of the Brookfield Phase 3 Subdivision and lot 1107 of the Brookfield Phase 11 Subdivision was approved. The subdivision amended those lots to resolve existing fence locations that had been in existence for over 30 years. Rather than remove fences that have been in place for those many years, the developer was willing to give up a few feet of property so the fences could stay.

Now that the subdivision is going through the final stages of final plat and plan review, the surveyor of record noticed that 3 additional lots in the Brookfield subdivision would also be in the same predicament. The developer has reached an agreement with the adjacent owners of lots 1103, 1104 and 1105 of the Brookfield Phase 11 Subdivision to the north. The developer would be willing to lose a bit of property in order to keep the existing fences as they are. This application simply includes these lots within the boundary of the City Councils previously approved Weston Fields Phase 1 final plat. Lots in the Weston Fields Subdivision adjacent to the Brookfield lots will be modified to accommodate this adjustment.

Staff believes the resolution to this fencing matter is a good faith effort on behalf of the developer to allow existing fences to remain in place, thus reducing the impact to residents who have landscaped and used their yards for many years.

RECOMMENDATION

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

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

AN ORDINANCE APPROVING THE AMENDMENT OF LOTS 1103-1105 OF THE BROOKFIELD PHASE 11 SUBDIVISION.

WHEREAS, the City is in receipt of petition S-2-2021, proposing an amendment to lots 1103-1105 of the Brookfield Phase 11 Subdivision located at approximately 4180 South 6740 West; and

WHEREAS, the purpose for the application is to resolve existing boundary lines that are adjacent to and encroach upon property being subdivided as the Weston Fields Phase 1 Subdivision; and

WHEREAS, proper notice was given, and a public hearing was held pursuant to Section 10-9a-207, Utah Code Annotated; and

WHEREAS, the City Council finds that after the public hearing, that there is good cause for the amendment and that neither the public nor any person will be materially injured by the proposed plat amendment and that the approval is in the best interest of the health, safety and welfare of the citizens of West Valley City; and

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

Section 1. The amendment to lots 1103-1105 of the Brookfield Phase 11 Subdivision as shown in Petition S-2-2021 is hereby approved.

Section 2. This Ordinance shall have no force or effect on any rights-of-way or easements of any lot owner, and the franchise rights of any public utilities shall not be impaired thereby, nor shall it have any force or effect on any holders of existing franchises, water drainage pipelines, or other such uses as they may presently exist under, over or upon said property or as are or may be shown on the official plats and records of Salt Lake County.

Section 3. The City Recorder is hereby directed to record this Ordinance with the Salt Lake County Recorder's Office.

Section 4. This Ordinance shall become effective immediately upon posting as required by law.

PASSED AND APPROVED this _____ day of _____ 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

S-2-2021
Weston Field Subdivision – Revised Preliminary Plat
6740 West 4180 South
R-1-8 Zone

BACKGROUND:

The Weston Fields Subdivision received preliminary approval in April 2021. The subdivision as approved consists of 20 lots on 6.4 acres. This equates to an overall density of 3.1 units per acre. Lot sizes range from 8,000 square feet to 11,118 square feet. The average lot size has been calculated at 8,775 square feet.

During the review and approval of this subdivision, a proposed amendment of lots 309-312 of the Brookfield Phase 3 Subdivision and lot 1107 of the Brookfield Phase 11 Subdivision was also approved. The subdivision amended those lots to resolve existing fence locations that had been in existence for over 30 years. Rather than remove fences that have been in place for many years, the developer was willing to give up a few feet of property so the fences could stay. Incorporating these lots into the subdivision would be easier than individual boundary agreements with each of those property owners. These owners have been contacted and agree to them being incorporated into the subdivision plat.

Now that the subdivision is going through final plat and plan review, the surveyor of record noticed that 3 additional lots in the Brookfield subdivision are also in the same predicament. The developer has reached an agreement with the adjacent owners of lots 1103, 1104 and 1105 of the Brookfield Phase 11 Subdivision to the north. In addition, the revised preliminary plat will adjust the north property lines of lots 110-112 of the Weston Fields Subdivision Phase 1.

Staff believes the resolution to this fencing matter is a good faith effort on behalf of the developer to allow existing fences to remain in place, thus reducing the impact to residents who have landscaped and used their yards for many years.

STAFF ALTERNATIVES:

A. Grant revised preliminary plat approval to lots 110-112 in the Weston Fields Phase 1 Subdivision and grant approval for the amendment of lots 1103-1105 of the Brookfield Phase 11 Subdivision.

B. Continue the application to address issues raised by the Planning Commission.

Discussion: Steve Lehman presented the application. Benjamin Nielson, representing the applicant, said that Steve did a great job with his presentation, and he is available to answer any questions.

Motion: Commissioner Fuller motioned to approve S-2-2021.

Commissioner Woodruff seconded the motion.

Vote:	Chairperson Meaders	Yes
	Commissioner Winters	Yes
	Commissioner Fuller	Yes
	Commissioner Lovato	Yes
	Commissioner Wood	Yes
	Commissioner Woodruff	Yes
	Commissioner McEwen	Yes

Unanimously –S-2-2021– Approved.

S-2-2021

Petition by MR. SHAUN JOHNSON, requesting revised preliminary plat approval for a portion of the 1st phase of the Weston Fields Subdivision. The revised preliminary plat will amend lots 1103, 1104 and 1105 of the Brookfield Subdivision and will adjust the north property lines of lots 110-112 of the Weston Fields Subdivision Phase 1. The property is located at approximately 4180 South 6740 West and is zoned R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



S-3-2021

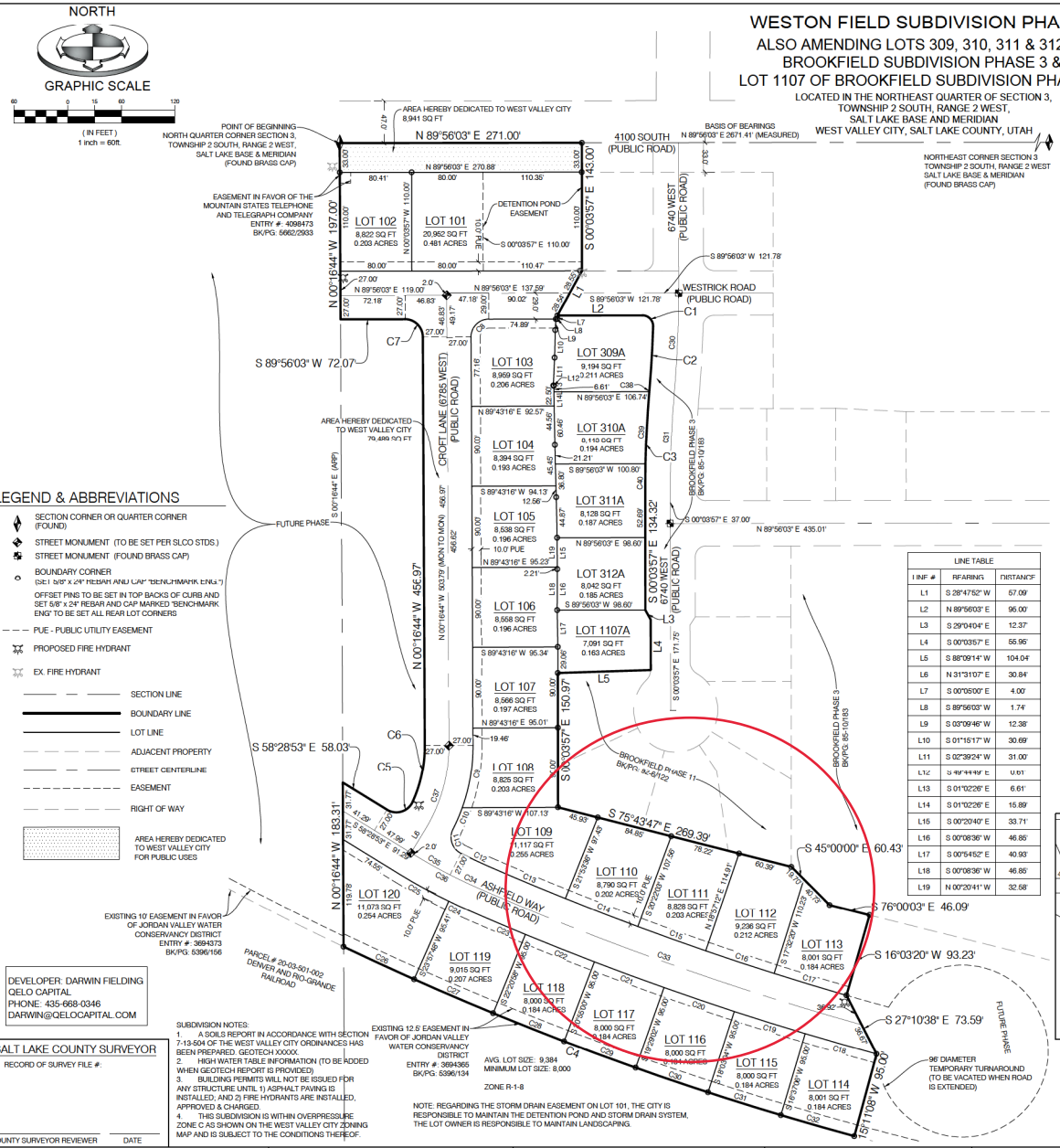
Petition by MR. SHAUN JOHNSON, requesting revised preliminary plat approval for a portion of the 1st phase of the Weston Fields Subdivision. The revised preliminary plat will amend lots 1103, 1104 and 1105 of the Brookfield Subdivision and will adjust the north property lines of lots 110-112 of the Weston Fields Subdivision Phase 1. The property is located at approximately 4180 South 6740 West and is zoned R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



WESTON FIELD SUBDIVISION PHASE 1

ALSO AMENDING LOTS 309, 310, 311 & 312 OF BROOKFIELD SUBDIVISION PHASE 3 & LOT 1107 OF BROOKFIELD SUBDIVISION PHASE 11

LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH



LEGEND & ABBREVIATIONS

- SECTION CORNER OR QUARTER CORNER (FOUND)
- STREET MONUMENT (TO BE SET PER SLCO STDS.)
- STREET MONUMENT (FOUND BRASS CAP)
- BOUNDARY CORNER (SET 5/8" X 24" REBAR AND CAP "BENCHMARK ENG.") OFFSET PINS TO BE SET IN TOP BACKS OF CURB AND SET 5/8" x 24" REBAR AND CAP MARKED "BENCHMARK ENG" TO BE SET ALL REAR LOT CORNERS
- PUE - PUBLIC UTILITY EASEMENT
- PROPOSED FIRE HYDRANT
- EX. FIRE HYDRANT
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY
- STREET CENTERLINE
- EASEMENT
- RIGHT OF WAY
- AREA HEREBY DEDICATED TO WEST VALLEY CITY FOR PUBLIC USES

DEVELOPER: DARWIN FIELDING
QELO CAPITAL
PHONE: 435-668-0346
DARWIN@QELOCAPITAL.COM

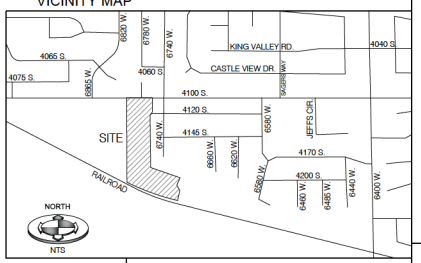
SUBDIVISION NOTES:
1. A SOILS REPORT IN ACCORDANCE WITH SECTION 7-13-504 OF THE WEST VALLEY CITY ORDINANCES HAS BEEN PREPARED. GEOTECH XXXXX.
2. HIGH WATER TABLE INFORMATION (TO BE ADDED WHEN GEOTECH REPORT IS PROVIDED)
3. BUILDING PERMITS WILL NOT BE ISSUED FOR ANY STRUCTURE UNTIL 1) ASPHALT PAVING IS INSTALLED; AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED & CHARGED.
4. THIS SUBDIVISION IS WITHIN OVERPRESSURE ZONE C AS SHOWN ON THE WEST VALLEY CITY ZONING MAP AND IS SUBJECT TO THE CONDITIONS THEREOF.

NOTE: REGARDING THE STORM DRAIN EASEMENT ON LOT 101, THE CITY IS RESPONSIBLE TO MAINTAIN THE DETENTION POND AND STORM DRAIN SYSTEM, THE LOT OWNER IS RESPONSIBLE TO MAINTAIN LANDSCAPING.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	19.21'	12.00'	91°43'00"	S 44°12'27" E	17.22'
C2	70.65'	1247.08'	3°14'46"	S 03°16'26" W	70.64'
C3	112.87'	1303.08'	4°57'46"	S 02°24'56" W	112.83'
C4	610.05'	3415.00'	10°14'07"	N 69°41'49" W	609.24'
C5	33.87'	20.00'	97°02'00"	N 73°00'07" E	29.97'
C6	66.70'	162.00'	24°46'51"	N 12°06'12" E	66.19'
C7	31.34'	20.00'	89°47'13"	N 45°10'20" W	28.23'
C8	31.49'	20.00'	90°12'47"	S 44°49'40" W	28.34'
C9	72.00'	206.00'	20°01'32"	N 09°44'02" E	71.63'
C10	25.96'	206.00'	7°13'09"	N 23°21'23" E	25.94'
C11	31.43'	20.00'	90°02'27"	S 18°03'16" E	28.29'
C12	33.94'	573.00'	3°23'38"	S 64°46'18" E	33.94'
C13	93.37'	3266.00'	1°38'17"	S 67°17'16" E	93.37'
C14	86.97'	3266.00'	1°31'33"	S 68°52'11" E	86.97'
C15	80.62'	3266.00'	1°24'52"	S 70°20'23" E	80.62'
C16	80.62'	3266.00'	1°24'52"	S 71°45'14" E	80.62'
C17	84.57'	3266.00'	1°29'01"	S 73°12'10" E	84.56'
C18	83.03'	3320.00'	1°25'58"	S 74°06'53" E	83.03'
C19	83.02'	3320.00'	1°25'58"	S 72°39'55" E	83.02'
C20	83.02'	3320.00'	1°25'58"	S 71°13'57" E	83.02'
C21	83.02'	3320.00'	1°25'58"	S 69°47'59" E	83.02'
C22	83.02'	3320.00'	1°25'58"	S 68°22'01" E	83.02'
C23	68.48'	3320.00'	1°10'50"	S 67°03'30" E	68.48'
C24	25.04'	627.00'	2°17'18"	S 65°19'28" E	25.04'
C25	62.36'	627.00'	5°41'56"	S 61°19'51" E	62.34'
C26	86.86'	3415.03'	1°27'26"	N 65°18'29" W	86.86'
C27	96.20'	3415.03'	1°36'50"	N 66°50'37" W	96.19'
C28	85.40'	3415.03'	1°25'58"	N 68°22'01" W	85.40'
C29	85.39'	3415.03'	1°25'58"	N 69°47'59" W	85.39'
C30	85.40'	3415.03'	1°25'58"	N 71°13'57" W	85.40'
C30	110.45'	1275.08'	4°57'47"	N 02°24'56" E	110.42'
C31	85.40'	3415.03'	1°25'58"	N 72°39'55" W	85.40'
C31	110.45'	1275.08'	4°57'47"	N 02°24'56" E	110.42'
C32	85.41'	3415.03'	1°25'58"	N 74°05'53" W	85.40'
C33	454.96'	3293.00'	7°54'57"	S 70°25'36" E	454.60'
C34	35.54'	600.00'	3°23'38"	S 64°46'18" E	35.53'
C35	48.10'	600.00'	4°35'36"	S 60°46'41" E	48.09'
C36	83.64'	600.00'	7°59'14"	S 62°28'30" E	83.57'
C37	99.34'	179.00'	31°47'51"	N 15°37'11" E	98.07'
C38	2.12'	1303.08'	0°05'36"	S 04°51'01" W	2.12'
C39	81.78'	1303.08'	3°35'45"	S 03°00'20" W	81.77'
C40	28.96'	1303.08'	1°16'25"	S 00°34'18" W	28.96'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 28°47'52" W	57.09'
L2	N 89°56'03" E	95.00'
L3	S 29°04'04" E	12.37'
L4	S 00°03'57" E	55.95'
L5	S 88°09'14" W	104.04'
L6	N 31°31'07" E	30.84'
L7	S 00°05'00" E	4.00'
L8	S 89°56'03" W	1.74'
L9	S 03°09'46" W	12.38'
L10	S 01°15'17" W	30.69'
L11	S 02°39'24" W	31.00'
L12	S 89°44'49" E	6.61'
L13	S 01°02'26" E	6.61'
L14	S 01°02'26" E	16.89'
L15	S 00°20'40" E	33.71'
L16	S 00°08'36" W	46.85'
L17	S 00°54'52" E	40.93'
L18	S 00°08'36" W	46.85'
L19	N 00°20'41" W	32.58'

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, BRIAN A. LINAM DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7240531, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, AND A STREET, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS:

WESTON FIELD SUBDIVISION PHASE 1
ALSO AMENDING LOTS 309, 310, 311 & 312 OF BROOKFIELD SUBDIVISION PHASE 3 & LOT 1107 OF BROOKFIELD SUBDIVISION PHASE 11

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

PHASE 1
BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°56'03" EAST ALONG THE SECTION LINE 271.00 FEET; THENCE SOUTH 00°03'57" EAST 143.00 FEET; THENCE SOUTH 28°47'52" WEST 57.09 FEET; THENCE NORTH 89°56'03" EAST 95.00 FEET; THENCE SOUTHEASTERLY 19.21 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 44°12'27" EAST 17.22 FEET; THENCE SOUTHWESTERLY 70.65 FEET ALONG THE ARC OF A 1247.08 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 03°16'26" WEST 70.64 FEET; THENCE SOUTHWESTERLY 112.87 FEET ALONG THE ARC OF A 1303.08 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 02°24'56" WEST 112.83 FEET; THENCE SOUTH 00°03'57" EAST 134.32 FEET; THENCE SOUTH 29°04'04" EAST 12.37 FEET; THENCE SOUTH 00°03'57" EAST 55.95 FEET; THENCE SOUTH 88°09'14" WEST 104.04 FEET; THENCE SOUTH 00°03'57" EAST 150.97 FEET; 2) SOUTH 75°43'47" EAST 269.39 FEET; 3) SOUTH 45°00'00" EAST 60.43 FEET; 4) SOUTH 76°00'03" EAST 46.09 FEET; THENCE SOUTH 16°03'20" WEST 93.23 FEET; THENCE SOUTH 27°10'38" EAST 73.59 FEET; THENCE SOUTH 15°11'08" WEST 95.00 FEET; THENCE NORTHWESTERLY 610.05 FEET ALONG THE ARC OF A 3415.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, CHORD BEARS NORTH 69°41'49" WEST 609.24 FEET; THENCE NORTH 00°16'44" WEST 183.31 FEET; THENCE SOUTH 68°28'53" EAST 58.03 FEET; THENCE NORTHEASTERLY 33.87 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 73°00'07" EAST 29.97 FEET; THENCE NORTHEASTERLY 66.70 FEET ALONG THE ARC OF A 152.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 12°06'12" EAST 66.19 FEET; THENCE NORTH 00°16'44" WEST 456.97 FEET; THENCE NORTHWESTERLY 31.34 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 45°10'20" WEST 28.23 FEET; THENCE SOUTH 89°56'03" WEST 72.07 FEET; THENCE NORTH 00°16'44" WEST 197.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 7.277 ACRES

25 LOTS

7-13-21 | 7240531 | BRIAN A. LINAM | PROFESSIONAL LAND SURVEYOR | STATE OF UTAH

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, AND A STREET, TOGETHER WITH EASEMENTS, TO BE HEREAFTER KNOWN AS THE

WESTON FIELD SUBDIVISION PHASE 1
ALSO AMENDING LOTS 309, 310, 311 & 312 OF BROOKFIELD SUBDIVISION PHASE 3 & LOT 1107 OF BROOKFIELD SUBDIVISION PHASE 11

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNER ALSO 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 OWNER ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN 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 OF _____, A.D. 20____.

NORTHROP GRUMMAN INNOVATION SYSTEMS, INC

BY (PRINT NAME): _____

TITLE: _____

ACKNOWLEDGEMENT

STATE OF _____ } S.S.
County of _____

ON THE _____ DAY OF _____ A.D. 2020, PERSONALLY APPEARED BEFORE ME, _____, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO, BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS THE _____ OF NORTHROP GRUMMAN INNOVATION SYSTEMS, INC , AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION NUMBER: _____ NOTARY PUBLIC (PRINT NAME)

MY COMMISSION EXPIRES: _____ (SIGNED) A NOTARY PUBLIC COMMISSIONED IN _____

BENCHMARK CIVIL
BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

WESTON FIELD SUBDIVISION PHASE 1
ALSO AMENDING LOTS 309, 310, 311 & 312 OF BROOKFIELD SUBDIVISION PHASE 3 & LOT 1107 OF BROOKFIELD SUBDIVISION PHASE 11

LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

SHEET 1 OF 1

SALT LAKE COUNTY SURVEYOR

RECORD OF SURVEY FILE #: _____

COUNTY SURVEYOR REVIEWER _____ DATE _____

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE WEST VALLEY CITY PLANNING COMMISSION.

CHAIRMAN, WEST VALLEY CITY PLANNING COMM.

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED AS TO FORM THIS _____ DAY OF _____, A.D. 20____

DIRECTOR, SALT LAKE COUNTY HEALTH DEPT.

GRANGER HUNTER IMPROVEMENT DISTRICT

APPROVED AS TO FORM THIS _____ DAY OF _____, A.D. 20____

DISTRICT ENGINEER

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.

DATE _____ CITY ENGINEER

APPROVAL AS TO FORM

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

2004081sp_ph1.dwg

Item #:	
Fiscal Impact:	$5,686.80 (6.77% of actual cost)
Funding Source:	STP Funds/Class C Roads
Account #:	45-9610-40750-75252-0200
Budget Opening Required:	No

ISSUE:

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

SYNOPSIS:

Americo Real Estate Company has signed a Right-of-way Contract, a Warranty Deed and a Temporary Construction Easement for property located at 4690 South 4000 West (21-06-476-015).

BACKGROUND:

The Americo Real Estate Company parcel located at 4690 South 4000 West is one of several parcels affected by the 4700 South Reconstruction Project (4000 West to 5600 West). This project is being constructed in cooperation with Kearns Metro Township. This project will reconstruct the pavement, curb, gutter, sidewalk and decorative street lighting on both sides of 4700 South and 4715 South to improve safety and ride quality of 4700 South and 4715 South. Compensation for the purchase of the Warranty Deed, Temporary Construction Easements and improvements in the amount of $84,000.00 was negotiated based upon the appraisal report prepared by Van Drimmelen Associates, Inc. which indicated a value of $78,700.00.

The project is being funded under the Surface Transportation Program (STP) with federal funds. Kearns Metro Township executed the Federal Aid Agreement with UDOT. West Valley City has signed an Interlocal Agreement with Kearns Metro Township. The city is responsible 6.77% of all project costs, including right of way, within West Valley City jurisdictional limits. The total compensation for the Warranty Deed and a Temporary Construction Easement is $84,000.00, making the West Valley City share of the acquisition $5,686.80.

RECOMMENDATION:

Accept Warranty Deed and a Temporary Construction Easement and authorize the Mayor to execute the Right-of-way Contract.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM AMERICO REAL ESTATE COMPANY FOR PROPERTY LOCATED AT 4690 SOUTH 4000 WEST.

WHEREAS, Americo Real Estate Company (herein "Owner") has entered into a Real Estate Purchase Agreement for property located at 4690 South 4000 West that is affected by the 4700 South Reconstruction Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed 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 Real Estate 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 "Real Estate 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

Kearns Metro or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2240(2)0 Parcel No.(s): 203:C, 203:E

Pin No: 11085 Job/Proj No: 53867 Project Location: 4700 South; 4000 West to 5600 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 21-06-476-015
Property Address: 4690 South 4000 West WEST VALLEY UT, 84120
Owner's Address: P.O. Box 29046,Phoenix,AZ,85038
Primary Phone: 801-694-2898 Owner's Home Phone: Owner's Work Phone: (801)694-2898
Owner / Grantor (s): Amerco Real Estate Company

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Amerco Real Estate Company ("Owner") agrees to sell to Kearns Metro or West Valley City ("The City") the Subject Property described below for Transportation Purposes,[1] and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 203:C, 203:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $84,000 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

---

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

RS

Grantor's Initials

Project No: F-2240(2)0 Parcel No.(s): 203:C, 203:E

Pin No: 11085 Job/Proj No: 53867 Project Location: 4700 South; 4000 West to 5600 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 21-06-476-015
Property Address: 4690 South 4000 West WEST VALLEY UT, 84120
Owner's Address: P.O. Box 29046,Phoenix,AZ,85038
Primary Phone: 801-694-2898 Owner's Home Phone: Owner's Work Phone: (801)694-2898
Owner / Grantor (s): Amerco Real Estate Company

4.2 Fees/Costs.

(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

The Grantor is being compensated for the following improvements: 210 SF Concrete Pad, 2,195 SF Driveway/Parking Asphalt, 80 SF Sprinklered Grass.
Compensation includes an administrative settlement in the amount of $5300.00, making the total final offer amount $84,000.00. The property owner acknowledges that the total amount of $84,000.00 represents a final global settlement for the just compensation and that the property owner has no further claims for compensation. These terms will survive the closing.

Grantor's Initials

Kearns Metro or West Valley City
REAL ESTATE PURCHASE CONTRACT

Project No: F-2240(2)0 Parcel No.(s): 203:C, 203:E

Pin No: 11085 Job/Proj No: 53867 Project Location: 4700 South; 4000 West to 5600 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 21-06-476-015
Property Address: 4690 South 4000 West WEST VALLEY UT, 84120
Owner's Address: P.O. Box 29046,Phoenix,AZ,85038
Primary Phone: 801-694-2898 Owner's Home Phone: Owner's Work Phone: (801)694-2898
Owner / Grantor (s): Amerco Real Estate Company

SIGNATURE PAGE TO
KEARNS METRO OR WEST VALLEY CITY
REAL ESTATE PURCHASE CONTRACT

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

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

Authorized Signature(s):

Randal Studer R Studer 10-22

100% Print Name: Amerco Real Estate Company Date

KEARNS METRO OR WEST VALLEY CITY

_____ _____

Mayor Date ;
Local Government Authority

RS
Grantor's Initials

Kearns Metro or West Valley City
REAL ESTATE PURCHASE CONTRACT

Project No: F-2240(2)0 Parcel No.(s): 203:C, 203:E

Pin No: 11085 Job/Proj No: 53867 Project Location: 4700 South; 4000 West to 5600 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 21-06-476-015
Property Address: 4690 South 4000 West WEST VALLEY UT, 84120
Owner's Address: P.O. Box 29046,Phoenix,AZ,85038
Primary Phone: 801-694-2898 Owner's Home Phone: Owner's Work Phone: (801)694-2898
Owner / Grantor (s): Amerco Real Estate Company

Exhibit A
(Attach conveyance documents)

RS
Grantor's Initials

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement

(Corporation)

Salt Lake County

Tax ID No.	21-06-476-015
PIN No.	11085
Project No.	F-2240(2)0
Parcel No.	2240:203:E

Amerco Real Estate Company, a Corporation of the State of Nevada Grantor(s), hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the SE1/4 SE1/4 of Section 6, T.2S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes incident to the widening of the existing 4700 South Street know as Project F-2240(2)0. 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 three (3) years, 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. The boundaries of said easement upon a part of an entire tract of property are described as follows:

Beginning at a point 33.00 feet North, and 33.00 feet West, and 51.38 feet North and 5.86 feet West from the Southeast Corner of Said Section 6; and running thence S.00°08'55"E. 4.76 feet; thence S.05°31'14"W. 1.25 feet; thence S.40°02'44"W. 42.30 feet; thence S.82°13'30"W. 8.89 feet to the beginning of a 844.50 foot radius non-tangent curve to the left (Note: center bears S.00°28'55"E.); thence westerly along the arc of said curve 108.38 feet through a delta of 07°21'11" (Note: chord to said curve bears S.85°50'30"W. for a distance of 108.30 feet); thence North 15.95 feet to the beginning of a 860.30 foot radius non-tangent curve to the right (Note: center bears S.07°41'24"E.); thence easterly along the arc of said curve 123.02 feet through a delta of 08°11'34" (Note: chord to said curve bears N.86°24'23"E. for a distance of 122.91 feet); thence N.39°46'59"E. 25.73 feet; thence N.00°05'52"W. 4.00 feet; thence N.89°54'08"E. 5.01 feet to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation.

The above described parcel of land contains 2,084 square feet or 0.048 acre in area more or less.

Continued on Page 2

PIN No. 11085
Project No. F-2240(2)0
Parcel No. 2240:203:E

(Note: Rotate all bearings in the above description 00°17'58" clockwise to obtain highway bearings.)

STATE OF _____)
) ss.
)
COUNTY OF _____)

Amerco Real Estate Company
Corporation

By _____

On this _____ day of _____, in the year 20_____, before me personally appeared, _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Amerco Real Estate Company, a Corporation of the State of Nevada and that said document was signed by him/her on behalf of said Amerco Real Estate Company by Authority of its _____.

_____
Notary Public

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

COPY TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed

(Corporation)

Salt Lake County

Tax ID No.	21-06-476-015
PIN No.	11085
Project No.	F-2240(2)0
Parcel No.	2240:203:C

Amerco Real Estate Company, a Corporation of the State of Nevada Grantor(s), hereby CONVEYS AND WARRANTS to West Valley City, a municipal corporation of the State of Utah, Grantee, at 3600 Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the widening and roadway improvements of the existing 4700 South Street known as Project F-2240(2)0, being part of an entire tract of property situate in the SE1/4 SE1/4 of Section 6, T.2S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said entire tract in the existing northerly right of way line of 4700 South street, said corner is 33.00 feet North, and 33.00 feet West, and 6.33 feet North from the Southeast Corner of said Section 6; and running thence N.89°55'27"W. 7.73 feet to the beginning of a 1,472.69 foot radius non-tangent curve to the left (Note: center bears S.00°38'24"E.); thence westerly along the arc of said curve 127.52 feet through a delta of 04°57'40" (Note: chord to said curve bears S.86°52'46"W. for a distance of 127.48 feet); thence West 14.98 feet; thence North 3.94 feet to a point 44.50 feet perpendicularly distant northerly from the 4700 South Street Control Line opposite engineer station 1118+15.45 and the beginning of a 844.50 foot radius non-tangent curve to the right (Note: center bears S.07°50'06"E.); thence easterly along the arc of said curve 108.38 feet through a delta of 07°21'11" (Note: chord to said curve bears N.85°50'30"E. for a distance of 108.30 feet) to a point 44.50 feet perpendicularly distant northerly from the 4700 South Street Control Line opposite engineer station 1119+18.12; thence N.82°13'30"E. 8.89 feet to a point 45.67 feet perpendicularly distant northerly from the 4700 South Street Control Line opposite engineer station 1119+26.63; thence N.40°02'44"E. 42.30 feet to a point 78.00 feet perpendicularly distant northerly from the 4700 South Street Control Line opposite engineer station 1119+53.89; thence N.05°31'14"E. 1.25 feet to a point 79.24 feet perpendicularly distant northerly from the 4700 South Street Control Line opposite engineer station 1119+54.02; thence N.00°08'55"W. 18.76 feet to

Continued on Page 2

PIN No. 11085
Project No. F-2240(2)0
Parcel No. 2240:203:C

a point 98.00 feet perpendicularly distant northerly from the 4700 South Street Control Line opposite engineer station 1119+54.00; thence N.00°00'47"E. 134.62 feet to a point 232.62 feet perpendicularly distant northerly from the 4700 South Street Control Line opposite engineer station 119+54.26; thence East 5.86 feet to the easterly boundary line of said tract; thence S.00°00'01"W. 193.07 feet along said easterly line to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation.

The above described parcel of land contains 2,445 square feet or 0.056 acre in area more or less.

(Note: Rotate all bearings in the above description 00°17'58" clockwise to obtain highway bearings.)

STATE OF _____)
) ss.
)
COUNTY OF _____)

Amerco Real Estate Company
Corporation

By _____

On this _____ day of _____, in the year 20_____, before me personally appeared, _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Amerco Real Estate Company, a Corporation of the State of Nevada and that said document was signed by him/her on behalf of said Amerco Real Estate Company by Authority of its _____.

_____
Notary Public

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

COPY TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed

(Corporation)

Salt Lake County

Tax ID No.	21-06-476-015
PIN No.	11085
Project No.	F-2240(2)0
Parcel No.	2240:203:C

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PIN No. 11085
Project No. F-2240(2)0
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The above described parcel of land contains 2,445 square feet or 0.056 acre in area more or less.

(Note: Rotate all bearings in the above description 00°17'58" clockwise to obtain highway bearings.)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

Amerco Real Estate Company
Corporation
By R Studer

On this 22ND day of OCTOBER, in the year 2021, before me personally appeared, RANDAL STUDER, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the Assistant Secretary of Amerco Real Estate Company, a Corporation of the State of Nevada and that said document was signed by him/her on behalf of said Amerco Real Estate Company by Authority of its Board of Directors.

Linda Ahumada
Notary Public

Linda Ahumada
Notary Public
Maricopa County, Arizona
My Comm. Expires 07/02/23
Commission No. 566914

Prepared by: (TJD) Meridian Engineering, Inc.

04P - 03/16/2021

COMPANY RW-01C (11-01-03)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement

(Corporation)

Salt Lake County

Tax ID No.	21-06-476-015
PIN No.	11085
Project No.	F-2240(2)0
Parcel No.	2240:203:E

Amerco Real Estate Company, a Corporation of the State of Nevada Grantor(s), hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the SE1/4 SE1/4 of Section 6, T.2S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes incident to the widening of the existing 4700 South Street know as Project F-2240(2)0. 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 three (3) years, 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. The boundaries of said easement upon a part of an entire tract of property are described as follows:

Beginning at a point 33.00 feet North, and 33.00 feet West, and 51.38 feet North and 5.86 feet West from the Southeast Corner of Said Section 6; and running thence S.00°08'55"E. 4.76 feet; thence S.05°31'14"W. 1.25 feet; thence S.40°02'44"W. 42.30 feet; thence S.82°13'30"W. 8.89 feet to the beginning of a 844.50 foot radius non-tangent curve to the left (Note: center bears S.00°28'55"E.); thence westerly along the arc of said curve 108.38 feet through a delta of 07°21'11" (Note: chord to said curve bears S.85°50'30"W. for a distance of 108.30 feet); thence North 15.95 feet to the beginning of a 860.30 foot radius non-tangent curve to the right (Note: center bears S.07°41'24"E.); thence easterly along the arc of said curve 123.02 feet through a delta of 08°11'34" (Note: chord to said curve bears N.86°24'23"E. for a distance of 122.91 feet); thence N.39°46'59"E. 25.73 feet; thence N.00°05'52"W. 4.00 feet; thence N.89°54'08"E. 5.01 feet to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation.

The above described parcel of land contains 2,084 square feet or 0.048 acre in area more or less.

Continued on Page 2

PIN No. 11085
Project No. F-2240(2)0
Parcel No. 2240:203:E

(Note: Rotate all bearings in the above description 00°17'58" clockwise to obtain highway bearings.)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

Amerco Real Estate Company
Corporation
By R Studer

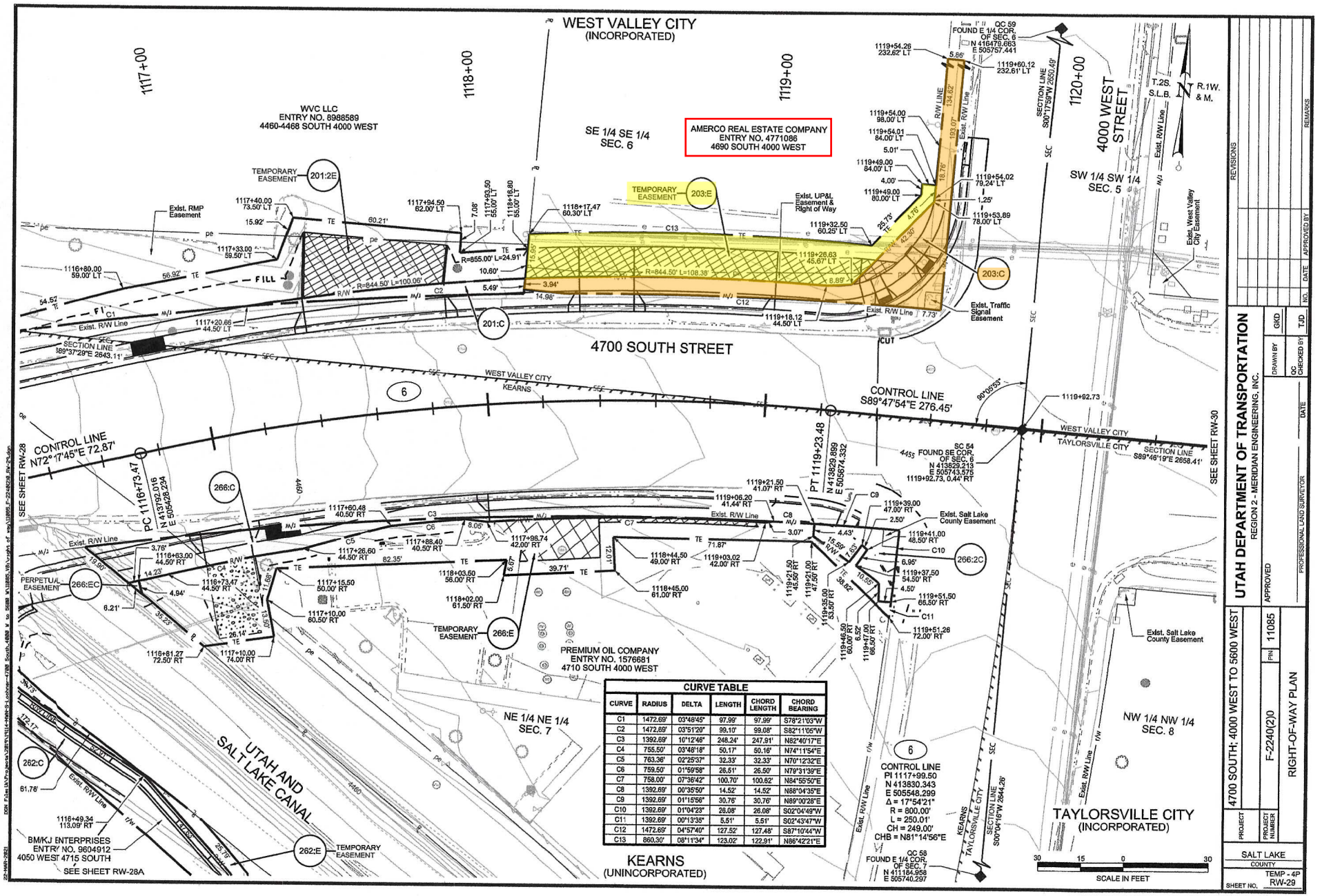
On this 22ND day of OCTOBER, in the year 2021, before me personally appeared, RANDAL STUDER, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the Assistant Secretary of Amerco Real Estate Company, a Corporation of the State of Nevada and that said document was signed by him/her on behalf of said Amerco Real Estate Company by Authority of its Board of Directors.

Linda Ahumada
Notary Public

Linda Ahumada
Notary Public
Maricopa County, Arizona
My Comm. Expires 07/02/23
Commission No. 566914

Prepared by: (TJD) Meridian Engineering, Inc.

COMPANY RW-09C (11-01-03)



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	1472.69'	03°46'45"	97.99'	97.99'	S78°21'03"W
C2	1472.69'	03°51'20"	99.10'	99.08'	S82°11'05"W
C3	1392.69'	10°12'46"	248.24'	247.91'	N82°40'17"E
C4	755.50'	03°48'18"	50.17'	50.16'	N74°11'54"E
C5	763.36'	02°25'37"	32.33'	32.33'	N70°12'32"E
C6	759.50'	01°59'58"	26.51'	26.50'	N79°31'39"E
C7	758.00'	07°36'42"	100.70'	100.62'	N84°55'50"E
C8	1392.69'	00°35'50"	14.52'	14.52'	N88°04'35"E
C9	1392.69'	01°15'56"	30.76'	30.76'	N89°00'28"E
C10	1392.69'	01°04'23"	26.08'	26.08'	S02°04'49"W
C11	1392.69'	00°13'35"	5.51'	5.51'	S02°43'47"W
C12	1472.69'	04°57'40"	127.52'	127.48'	S87°10'44"W
C13	860.30'	08°11'34"	123.02'	122.91'	N86°42'21"E

REVISIONS

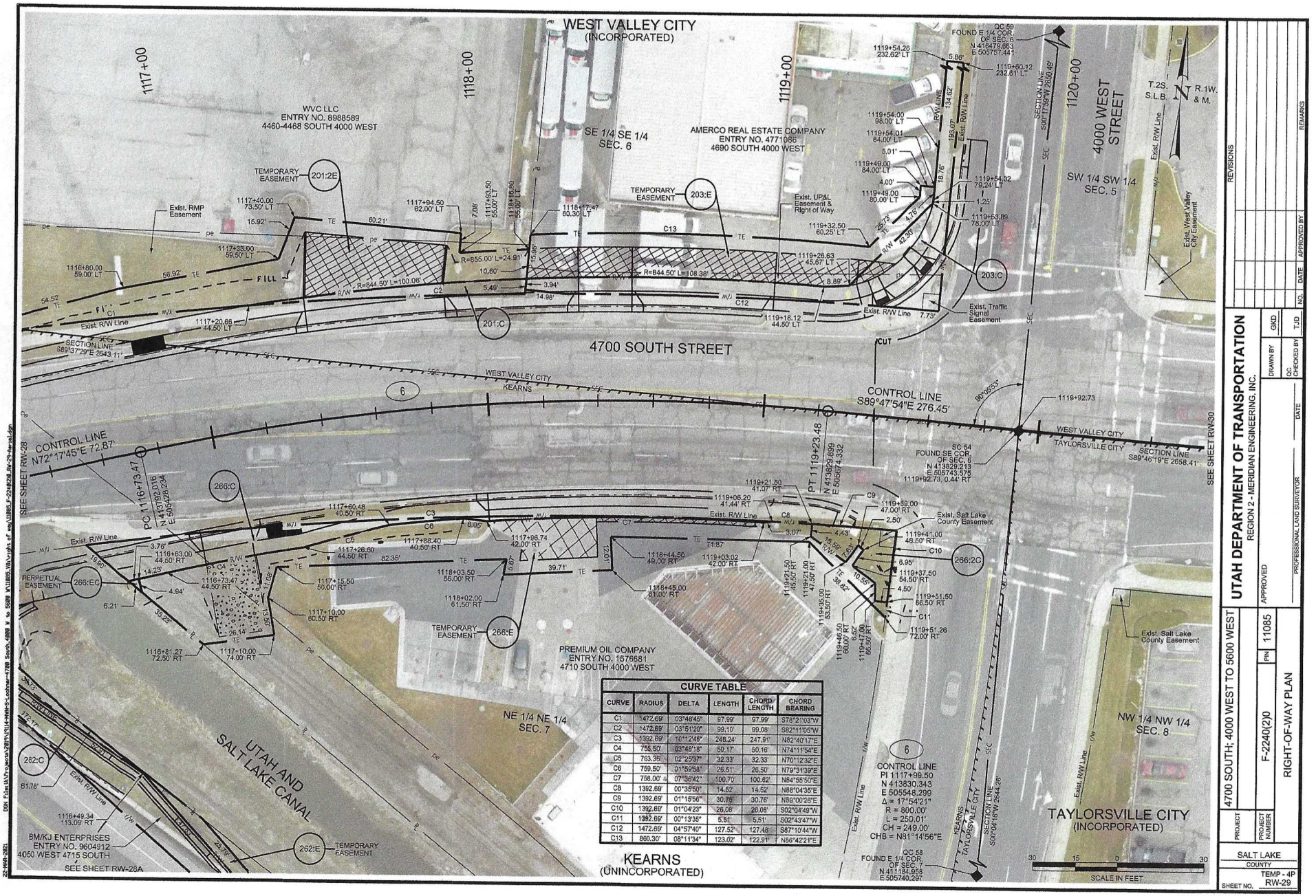
NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - MERIDIAN ENGINEERING, INC.

DRAWN BY GKD
QC CHECKED BY TJD
DATE
PROFESSIONAL LAND SURVEYOR
APPROVED

PROJECT 4700 SOUTH; 4000 WEST TO 5600 WEST
PROJECT NUMBER F-2240(2)0
PIN 11085
RIGHT-OF-WAY PLAN

SALT LAKE COUNTY
SHEET NO. TEMP - 4P RW-29


WEST VALLEY CITY
(INCORPORATED)
4700 SOUTH STREET
4000 WEST STREET
WVC LLC
ENTRY NO. 8988589
4460-4468 SOUTH 4000 WEST
AMERCO REAL ESTATE COMPANY
ENTRY NO. 4771086
4690 SOUTH 4000 WEST
SE 1/4 SE 1/4
SEC. 6
SW 1/4 SW 1/4
SEC. 5
NE 1/4 NE 1/4
SEC. 7
NW 1/4 NW 1/4
SEC. 8
CONTROL LINE
N72°47'45"E 72.87'
CONTROL LINE
S89°47'54"E 276.45'
PC 1116+73.47
PT 1119+23.48
CUT
FILL
KEARNS
(UNINCORPORATED)
TAYLORSVILLE CITY
(INCORPORATED)
PREMIUM OIL COMPANY
ENTRY NO. 1576681
4710 SOUTH 4000 WEST
BM/KJ ENTERPRISES
ENTRY NO. 9604912
4050 WEST 4715 SOUTH
UTAH AND
SALT LAKE CANAL
SEE SHEET RW-28
SEE SHEET RW-28A
SEE SHEET RW-30
SCALE IN FEET
CURVE TABLE
CURVE | RADIUS | DELTA | LENGTH | CHORD LENGTH | CHORD BEARING
C1 | 1472.69' | 03°48'45" | 97.99' | 97.99' | S76°21'03"W
C2 | 1472.69' | 03°51'20" | 99.10' | 99.08' | S82°11'05"W
C3 | 1392.69' | 10°12'46" | 248.24' | 247.91' | N82°40'17"E
C4 | 755.50' | 03°48'18" | 50.17' | 50.16' | N74°11'54"E
C5 | 763.36' | 02°25'37" | 32.33' | 32.33' | N70°12'32"E
C6 | 759.50' | 01°59'58" | 26.51' | 26.50' | N79°31'39"E
C7 | 758.00' | 07°36'42" | 100.70' | 100.62' | N84°55'50"E
C8 | 1392.69' | 00°35'50" | 14.62' | 14.62' | N88°04'35"E
C9 | 1392.69' | 01°15'56" | 30.76' | 30.76' | N89°00'26"E
C10 | 1392.69' | 01°04'23" | 26.08' | 26.08' | S02°04'49"W
C11 | 1392.69' | 00°13'36" | 5.51' | 5.51' | S02°43'47"W
C12 | 1472.69' | 04°57'40" | 127.52' | 127.48' | S87°10'44"W
C13 | 860.30' | 08°11'34" | 123.02' | 122.91' | N86°42'21"E
UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - MERIDIAN ENGINEERING, INC.
4700 SOUTH; 4000 WEST TO 5600 WEST
F-2240(2)0
11085
RIGHT-OF-WAY PLAN
SALT LAKE
TEMP - 4P
RW-29

Item #:	
Fiscal Impact:	$425.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75274-0200
Budget Opening Required:	No

ISSUE:

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

SYNOPSIS:

Clint Perry has signed a Right-of-way Purchase Agreement, Warranty Deed and a Temporary Construction Easement for property located at 4869 W. Royal Ann Drive (20-01-430-009).

BACKGROUND:

The Clint Perry property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2022 Pedestrian Ramp Project. As part of this project pedestrian ramps will be constructed at various locations throughout the city in locations where they do not currently exist and existing pedestrian ramps which do not comply with current ADA standards will be removed and replaced.

The Warranty Deed and the Temporary Construction Easement will facilitate construction of the pedestrian ramps. Compensation in the amount of $425.00 was negotiated based upon land values for properties in the area.

RECOMMENDATION:

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

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM CLINT PERRY FOR PROPERTY LOCATED AT 4869 WEST ROYAL ANN DRIVE.

WHEREAS, Clint Perry (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 4869 West Royal Ann Drive that is affected by the 2022 Pedestrian Ramps Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed 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 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 "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 _____, 20___, Clint Perry (GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

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

2. GRANTOR shall also deliver a temporary construction easement in the form and for the property described in Exhibit B.

3. The City shall pay $425.00 for the Property and the Temporary Construction Easement described in Exhibit B. 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 the easement or easements described in Exhibit B. Closing shall occur within sixty days of the execution of this Agreement.

4. 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.

5. Closing costs shall be paid by the City.

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

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

GRANTOR
Clint Perry

Clint Perry

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of NOVEMBER, 2021, personally appeared before me Clint Perry, 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. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

Exhibit A – Warranty Deed

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**20-01-430-009**

WARRANTY DEED

Clint Perry, a married man, 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 **4869 W. Royal Ann Drive**, 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 Southeast Quarter of Section 1, Township 2 South, Range 2 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 Northwest Corner of Lot 123, Cherrywood Village #1, according to the official plat thereof as recorded in Book BB at Page 59 in the office of the Salt Lake County Recorder, and running thence South 89°56'10" East 10.50 feet; thence along a curve to the left having a radius of 10.50 feet, chord bears South 45°03'50" West 14.85 feet; thence North 0°03'50" East 10.50 feet to the POINT OF BEGINNING. Containing 24 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

_____

Clint Perry

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Clint Perry,** 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: #**20-01-430-009**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Clint Perry, a married man,** GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR's land located at **4869 W. Royal Ann Drive**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southeast Quarter of Section 1, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is South 89°56'10" East 10.50 feet from the Northwest corner of Lot 123, of Cherrywood Village No. 1, according to the official plat thereof as recorded in Book BB at Page 59 in the office of the Salt Lake County Recorder, and running thence South 89°56'10" East 1.00 feet; thence South 45°03'50" West 16.26 feet; thence North 0°03'50" East 1.00 feet; thence along a curve to the right having a radius of 10.50 feet, chord bears North 45°03'50" East 14.85 feet, for an arc distance of 16.49 feet to the POINT OF BEGINNING. Encompassing 42 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 six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

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

GRANTOR

_____
Clint Perry

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Clint Perry,** 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 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**20-01-430-009**

WARRANTY DEED

Clint Perry, a married man, 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 **4869 W. Royal Ann Drive**, 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 Southeast Quarter of Section 1, Township 2 South, Range 2 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 Northwest Corner of Lot 123, Cherrywood Village #1, according to the official plat thereof as recorded in Book BB at Page 59 in the office of the Salt Lake County Recorder, and running thence South 89°56'10" East 10.50 feet; thence along a curve to the left having a radius of 10.50 feet, chord bears South 45°03'50" West 14.85 feet; thence North 0°03'50" East 10.50 feet to the POINT OF BEGINNING. Containing 24 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 15TH day of NOVEMBER, 2021.

GRANTOR

Clint Perry

Clint Perry

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of NOVEMBER, 2021, personally appeared before me **Clint Perry,** 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: #**20-01-430-009**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Clint Perry, a married man,** GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR's land located at **4869 W. Royal Ann Drive**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southeast Quarter of Section 1, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is South 89°56'10" East 10.50 feet from the Northwest corner of Lot 123, of Cherrywood Village No. 1, according to the official plat thereof as recorded in Book BB at Page 59 in the office of the Salt Lake County Recorder, and running thence South 89°56'10" East 1.00 feet; thence South 45°03'50" West 16.26 feet; thence North 0°03'50" East 1.00 feet; thence along a curve to the right having a radius of 10.50 feet, chord bears North 45°03'50" East 14.85 feet, for an arc distance of 16.49 feet to the POINT OF BEGINNING. Encompassing 42 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 six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this 15TH day of NOVEMBER, 2021.

GRANTOR

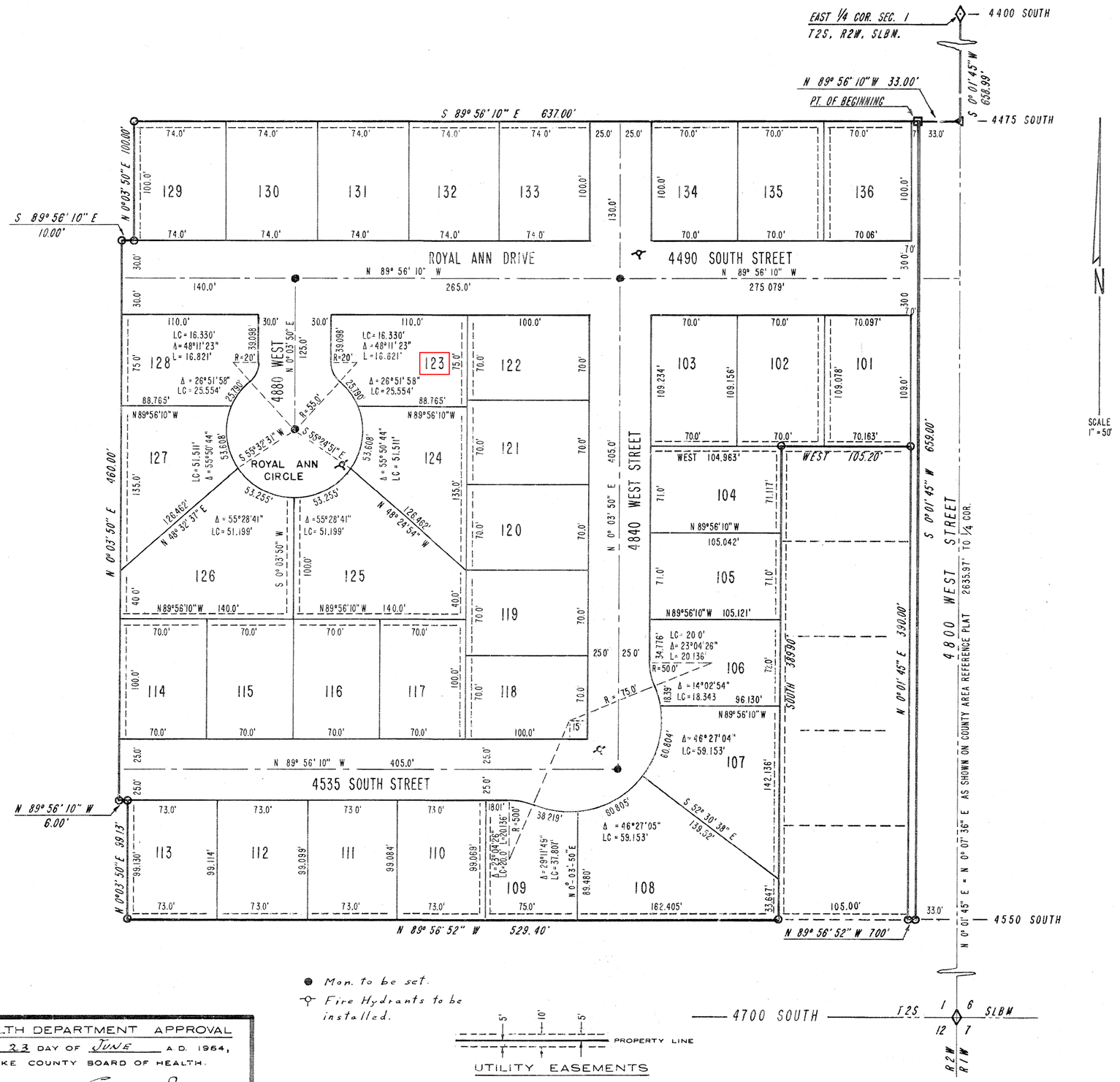
Clint Perry

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of NOVEMBER, 2021, personally appeared before me **Clint Perry,** 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



SURVEYOR'S CERTIFICATE

I, A. M. SAMS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 1272, 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 **CHERRYWOOD VILLAGE #1** AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT WHICH IS
S 0° 01' 45" W	658.99'	AND
N 89° 56' 10" W	33.00'	FROM THE EAST 1/4 COR. SEC. 1 T2S, R2W, SLB&M; THEN
S 0° 01' 45" W	659.00'	THENCE
N 89° 56' 52" W	7.00'	THENCE
N 0° 01' 45" E	390.00'	THENCE
WEST	105.20'	THENCE
SOUTH	389.90'	THENCE
N 89° 56' 52" W	529.40'	THENCE
N 0° 03' 50" E	99.13'	THENCE
N 89° 56' 10" W	6.00'	THENCE
N 0° 03' 50" E	460.00'	THENCE
S 89° 56' 10" E	10.00'	THENCE
N 0° 03' 50" E	100.00'	THENCE
S 89° 56' 10" E	637.00'	TO THE POINT OF BEGINNING.

MAY 23, 1964
DATE

A. M. Sams
A. M. SAMS, REGISTERED LAND SURVEYOR.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, 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

CHERRYWOOD VILLAGE #1 SUBDIVISION

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 I HAVE HEREUNTO SET MY HAND THIS 25th DAY OF May A.D., 1964.

A & S. DEVELOPMENT, INC.

W. P. Alexander
W. P. ALEXANDER, PRESIDENT.

ACKNOWLEDGMENT

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

ON THE 25th DAY OF May A.D., 1964, PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, W. P. ALEXANDER, PRESIDENT OF A & S. DEVELOPMENT, INC.

THE SIGNER OF THE ABOVE OWNERS DEDICATION: AND HE DID STATE THAT HE IS PRESIDENT OF A & S. DEVELOPMENT, INC.

AND THE ACCOMPANYING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF IT'S BOARD OF DIRECTORS, AND SAID W. P. ALEXANDER ACKNOLWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 4-15-68

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

CHERRYWOOD VILLAGE #1 SUBDIVISION

SALT LAKE COUNTY, UTAH.

PART OF THE NE¼ OF THE SE¼ OF SECTION 1, T2S, R2W, SALT LAKE BASE & MERIDIAN

COUNTY HEALTH DEPARTMENT APPROVAL

APPROVED THIS 23 DAY OF JUNE A.D. 1964, BY THE SALT LAKE COUNTY BOARD OF HEALTH.

Assistant Edwin B. Jackson
DIRECTOR, COUNTY BOARD OF HEALTH.

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 9TH DAY OF JUNE A.D., 1964 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

Allen C. Markwood
CHAIRMAN, COUNTY PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

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

July 8, 1964
DATE

Roscoe Bodine
COUNTY SURVEYOR

APPROVED AS TO FORM

APPROVED AS TO FORM THIS 7th DAY OF July A.D., 1964.

COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCPT.

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 22nd DAY OF July A.D., 1964, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ALVIN REDDINGTON
CHAIRMAN BOARD COUNTY COMM.

ATTEST Dennis Smith
COUNTY CLERK
DEPUTY

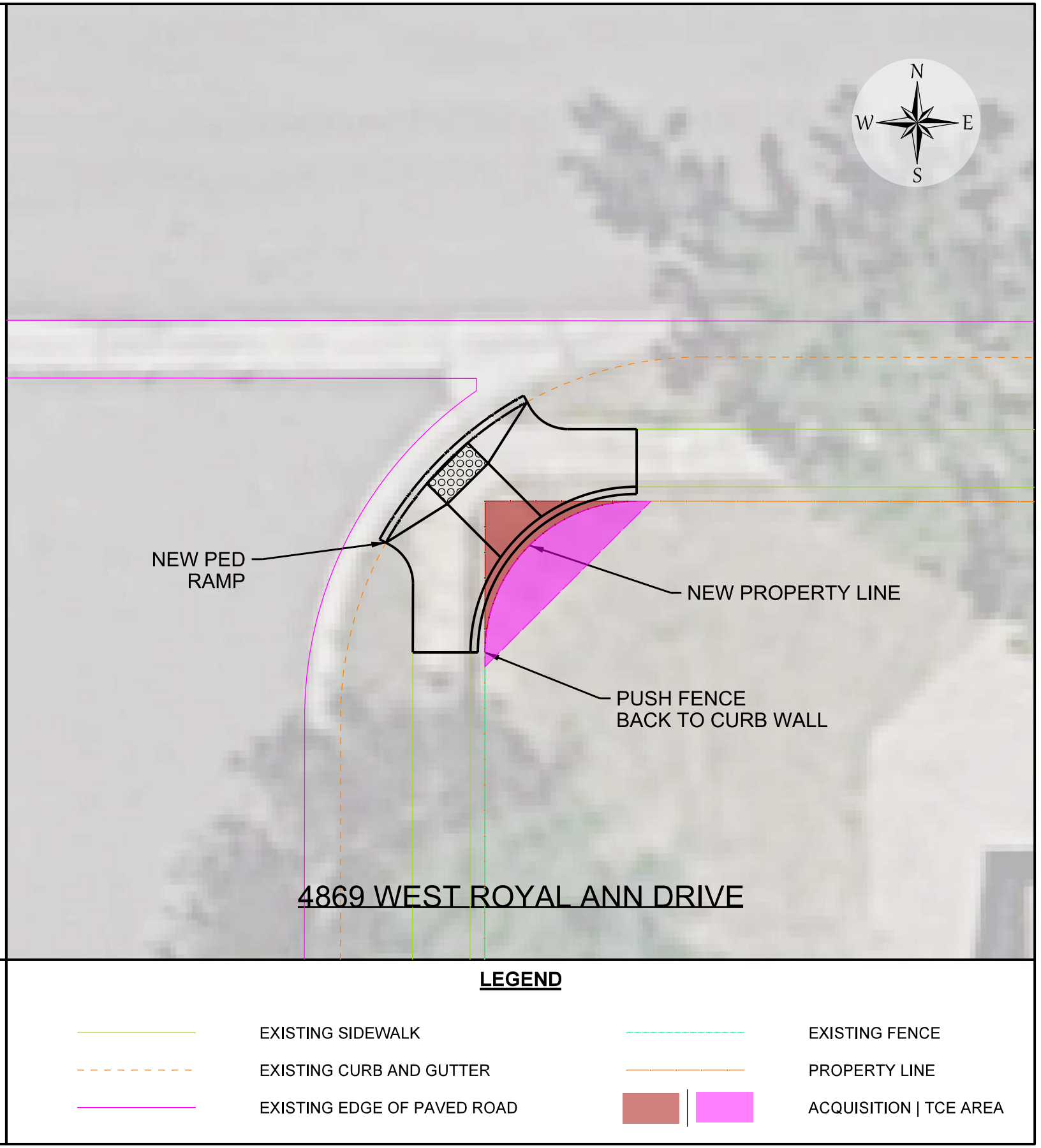
RECORDED # 201429

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF A & S. Development, Inc.

DATE 7-17-64 TIME 8:31 AM BOOK BB PAGE 59

FEE $21.00 by Harriet T. Chase, Deputy
COUNTY RECORDER

NE SE 1 2S 2W
$21.00
BB-59


N
W
E
S
NEW PED RAMP
NEW PROPERTY LINE
PUSH FENCE BACK TO CURB WALL
4869 WEST ROYAL ANN DRIVE
LEGEND
EXISTING SIDEWALK
EXISTING CURB AND GUTTER
EXISTING EDGE OF PAVED ROAD
EXISTING FENCE
PROPERTY LINE
ACQUISITION | TCE AREA

Item #:	
Fiscal Impact:	$650.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75274-0200
Budget Opening Required:	No

ISSUE:

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

SYNOPSIS:

The Fred M. Austin and Lorraine H. Austin Family Trust No. 1 dtd. September 25, 2006 has signed a Right-of-way Purchase Agreement, Warranty Deed and a Temporary Construction Easement for property located at 4403 South 4625 West (21-06-329-001).

BACKGROUND:

The Fred M. Austin and Lorraine H. Austin Family Trust No. 1 property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2022 Pedestrian Ramp Project. As part of this project pedestrian ramps will be constructed at various locations throughout the City in locations where they do not currently exist and existing pedestrian ramps which do not comply with current ADA standards will be removed and replaced.

The Warranty Deed and the Temporary Construction Easement will facilitate construction of the pedestrian ramps. Compensation in the amount of $650.00 was negotiated based upon land values for properties in the area.

RECOMMENDATION:

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

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM THE FRED M. AUSTIN AND LORRAINE H. AUSTIN FAMILY TRUST FOR PROPERTY LOCATED AT 4403 SOUTH 4625 WEST.

WHEREAS, the Fred M. Austin and Lorraine H. Austin Family Trust , dtd. September 25, 2006 (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 4403 South 4625 West that is affected by the 2022 Pedestrian Ramps Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed 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 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 "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 NOVEMBER, 2021, the Fred M. Austin and Lorraine H. Austin Family Trust No. 1, dtd. September 25, 2006 (GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

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

2. GRANTOR shall also deliver a temporary construction easement in the form and for the property described in Exhibit B.

3. The City shall pay $650.00 for the Property and the Temporary Construction Easement described in Exhibit B. 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 the easement or easements described in Exhibit B. Closing shall occur within sixty days of the execution of this Agreement.

4. 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.

5. Closing costs shall be paid by the City.

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

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

GRANTOR
FRED MARION AUSTIN, AS TRUSTEE

Fred Marion Austin

State of UTAH)
:ss
County of SALT LAKE)

On this 16TH day of NOVEMBER, 2021, personally appeared before me Fred Marion Austin, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she is the trustee of Fred M. Austin and Lorraine H. Austin Family Trust No. 1, dtd. September 25, 2006, and that the foregoing instrument was signed in behalf of said trust and he or she acknowledged to me that said trust executed the same.

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

Notary Public

GRANTOR
LORRAINE HENLINE AUSTIN, AS TRUSTEE

Lorraine Henline Austin

State of UTAH)
:ss
County of SALT LAKE)

On this 16TH day of NOVEMBER, 2021, personally appeared before me Lorraine Henline Austin, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she is the trustee of Fred M. Austin and Lorraine H. Austin Family Trust No. 1, dtd. September 25, 2006, and that the foregoing instrument was signed in behalf of said trust and he or she acknowledged to me that said trust executed the same.

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

Notary Public

GRANTEE
MAYOR

_____

ATTEST:

_____
CITY RECORDER

Exhibit A – Warranty Deed

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-06-329-001**

WARRANTY DEED

Fred Marion Austin and Lorraine Henline Austin, Trustees of the Fred M. Austin and Lorraine H. Austin Family Trust No. 1, dtd. September 25 2006, 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 **4403 South 4625 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 Southwest Quarter of Section 6, 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 Southwest Corner of Lot 321, Colony West No. 3, according to the official plat thereof as recorded in Book FF at Page 20 in the office of the Salt Lake County Recorder, and running thence along a curve to the left to the left having a radius of 579.50 feet, chord bears North 18°52'49" East 12.77 feet, for an arc distance of 12.77 feet; thence along a reverse curve to the left having a radius of 11.50 feet, chord bears South 30°10'20" East 17.21 feet, for an arc distance of 19.44 feet; thence along a reverse curve to the right having a radius of 402.32 feet, chord bears North 77°39'45" West 13.08 feet, for an arc distance of 13.08 feet to the POINT OF BEGINNING. Containing 37 square feet, more or less.

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

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

GRANTOR

_____
Fred Marion Austin, Trustee

GRANTOR

_____
Lorraine Henline Austin, Trustee

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Fred Marion Austin** and **Lorraine Henline Austin,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the trustees, of the **Fred M. Austin and Lorraine H. Austin Family Trust No. 1, dated September 25 2006,** and that the foregoing instrument was signed in behalf of said trust and they acknowledged to me that said trust executed the same.

_____
Notary Public

Exhibit B – Temporary Construction Easement

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

Space above for County Recorder's use

PARCEL ID NO: #**21-06-329-001**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Fred Marion Austin and Lorraine Henline Austin, Trustees of the Fred M. Austin and Lorraine H. Austin Family Trust No. 1, dtd. September 25 2006,** 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 **4403 South 4625 West**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 6, 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 which is along a curve to the left having a radius of 579.50 feet, chord bears North 18°52'49" East for 12.77 feet, for an arc distance of 12.77 feet from the Southwest Corner of Lot 321, Colony West No. 3, according to the official plat thereof as recorded in Book FF at Page 20 in the office of the Salt Lake County Recorder, and running thence along a curve to the left having a radius of 579.50 feet, chord bears North 18°11'59" East 1.00 feet, for an arc distance of 1.00 feet, thence South 30°10'36" East 18.53 feet; thence along a curve to the right, having a radius of 402.32 feet, chord bears North 78°39'59" West, for an arc distance of 1.00 feet; thence along a reverse curve to the right having a radius of 11.50 feet, chord bears North 30°10'20" West 17.21 feet, for an arc distance of 19.44 feet to the POINT OF BEGINNING. Encompassing 59 square feet, more or less.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6)

months, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

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

GRANTOR

_____
Fred Marion Austin, Trustee

GRANTOR

_____
Lorraine Henline Austin, Trustee

State of _____)
:ss
County of _____)

On this _____ day of _____, 2021, personally appeared before me **Fred Marion Austin** and **Lorraine Henline Austin,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the trustees, of the **Fred M. Austin and Lorraine H. Austin Family Trust No. 1, dated September 25 2006,** and that the foregoing instrument was signed in behalf of said trust and they acknowledged to me that said trust executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: #**21-06-329-001**

TEMPORARY CONSTRUCTION EASEMENT

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

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

WITNESSED the hands of said GRANTORS this 16TH day of NOVEMBER, 2021.

GRANTOR

Fred Marion Austin

Fred Marion Austin, Trustee

GRANTOR

Lorraine Henline Austin

Lorraine Henline Austin, Trustee

State of UTAH)
:ss
County of SALT LAKE)

On this 16TH day of NOVEMBER, 2021, personally appeared before me **Fred Marion Austin** and **Lorraine Henline Austin,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the trustees, of the **Fred M. Austin and Lorraine H. Austin Family Trust No. 1, dated September 25 2006,** and that the foregoing instrument was signed in behalf of said trust and they acknowledged to me that said trust 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 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-06-329-001**

WARRANTY DEED

Fred Marion Austin and Lorraine Henline Austin, Trustees of the Fred M. Austin and Lorraine H. Austin Family Trust No. 1, dtd. September 25 2006, 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 **4403 South 4625 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:

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

WITNESSED the hands of said GRANTORS this 16TH day of NOVEMBER, 2021.

GRANTOR

Fred Marion Austin

Fred Marion Austin, Trustee

GRANTOR

Lorraine Henline Austin

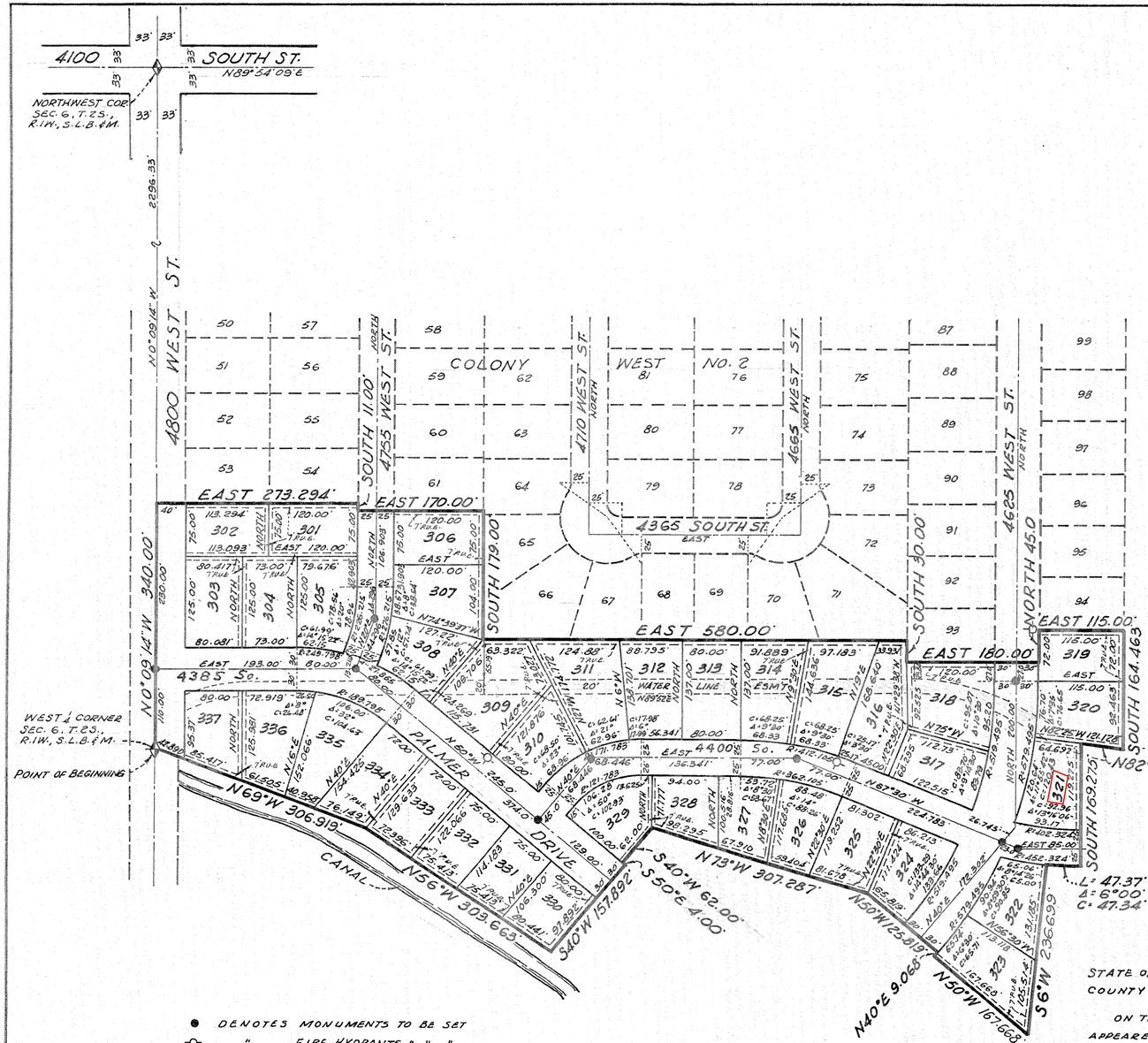
Lorraine Henline Austin, Trustee

State of UTAH)
:ss
County of SALT LAKE)

On this 16TH day of NOVEMBER, 2021, personally appeared before me **Fred Marion Austin** and **Lorraine Henline Austin,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the trustees, of the **Fred M. Austin and Lorraine H. Austin Family Trust No. 1, dated September 25 2006,** and that the foregoing instrument was signed in behalf of said trust and they acknowledged to me that said trust executed the same.

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

Notary Public



SURVEYOR'S CERTIFICATE

I, HOOPER KNOWLTON JR., do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 2761, 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 COLONY WEST 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 THE WEST 1/4 CORNER OF SECTION 6,
		T.2S., R.1W., S.L.B.&M.; THENCE
N0°09'14"W	340.00	FEET TO THE SOUTHWEST CORNER OF COLONY WEST NO.2;
		THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION
		AS FOLLOWS:
EAST	273.294	FEET, SOUTH 11.00 FEET, EAST 170.00 FEET;
SOUTH	179.00	FEET, EAST 580.00 FEET, SOUTH 30.00 FEET,
EAST	180.00	FEET, NORTH 45.00 FEET, AND EAST 115.00 FEET TO THE
		SOUTHEAST CORNER OF LOT 94 OF SAID COLONY
		WEST NO.2; THENCE
SOUTH	164.463	FEET; THENCE N82°25'W 56.436 FEET; THENCE
SOUTH	169.275	FEET TO THE P.C. OF A 452.324' RADIUS CURVE THE
		CENTER OF WHICH BEARS NORTH; THENCE
WESTERLY	47.37	FEET ALONG SAID CURVE TO THE RIGHT; THENCE
S6°W	236.699	FEET; THENCE
N50°W	167.668	FEET; THENCE N40°E 9.068 FEET; THENCE
N50°W	125.819	FEET; THENCE
N73°W	307.287	FEET; THENCE
S40°W	62.00	FEET; THENCE
S50°E	4.00	FEET; THENCE
S40°W	157.892	FEET; THENCE
N56°W	303.663	FEET; THENCE
N69°W	306.919	FEET TO THE POINT OF BEGINNING.

MAY 18, 1966
DATE

Hooper Knowlton
REGISTERED LAND SURVEYOR
Hooper Knowlton, Jr.
No. 2761
STATE OF UTAH

OWNER'S DEDICATION

Know all men by these presents that WE, the 2 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

COLONY WEST 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 13TH day of SEPT. A.D., 1967.

ASSOCIATED LAND DEVELOPMENT CO.

Ronald C. Palmer — RONALD C. PALMER, VICE PRESIDENT

Gary D. Palmer — GARY D. PALMER, SECRETARY, TREASURER

ACKNOWLEDGMENT

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

ON THIS 13TH DAY OF SEPT. A.D. 1967, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, RONALD C. PALMER AND GARY D. PALMER, WHO, AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY ARE VICE PRESIDENT AND SECRETARY-TREASURER, RESPECTIVELY, OF ASSOCIATED LAND DEVELOPMENT CO., A UTAH CORPORATION, THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: July 19-1968

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ACKNOWLEDGMENT

STATE OF UTAH
County of } S.S.

On the ____ day of _____ A.D., 19___, personally appeared before me, the undersigned Notary Public, in and for said County of _____ 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 _____ COUNTY

COLONY WEST NO. 3

A SUBDIVISION IN THE NW¼ SW¼ OF SEC. 6, T.2S., R.1W., SALT LAKE BASE & MERIDIAN

CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 4th DAY OF August A.D., 1967

Ernest Blackham
DIRECTOR SALT LAKE CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 29TH DAY OF AUGUST A.D., 1967, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

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

9/14/1967
DATE

Dale R. Holt
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 9th DAY OF JANUARY A.D., 1968

Donald Sawaya
Dep. SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 10 DAY OF Jan. A.D., 1968, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: Ronald D. Langley
SALT LAKE COUNTY CLERK
Chief Deputy

CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED #2229691

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

DATE 10 Jan 1968 TIME 3:21 P.M. BOOK EE PAGE 20

$29.00 FEE $

Hazel Taggart Chase
SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF COUNTY COMMISSIONERS

1309-3



LEGEND

EXISTING SIDEWALK	EXISTING FENCE
EXISTING CURB AND GUTTER	PROPERTY LINE
EXISTING EDGE OF PAVED ROAD	

Item #:	
Fiscal Impact:	$800.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75274-0200
Budget Opening Required:	No

ISSUE:

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

SYNOPSIS:

Michael P. King has signed a Right-of-way Purchase Agreement, Warranty Deed and a Temporary Construction Easement for property located at 5025 W. Royal Ann Drive (20-01-499-009).

BACKGROUND:

The Michael P. King property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2022 Pedestrian Ramp Project. As part of this project pedestrian ramps will be constructed at various locations throughout the city in locations where they do not currently exist and existing pedestrian ramps which do not comply with current ADA standards will be removed and replaced.

The Warranty Deed and the Temporary Construction Easement will facilitate construction of the pedestrian ramps. Compensation in the amount of $800.00 was negotiated based upon land values for properties in the area.

RECOMMENDATION:

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

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM MICHAEL P. KING FOR PROPERTY LOCATED AT 5025 WEST ROYAL ANN DRIVE.

WHEREAS, Michael P. King (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 5025 West Royal Ann Drive that is affected by the 2022 Pedestrian Ramps Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed 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 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 "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 28 day of October, 2021, Michael P. King (GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

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

2. GRANTOR shall also deliver a temporary construction easement in the form and for the property described in Exhibit B.

3. The City shall pay $800.00 for the Property and the Temporary Construction Easement described in Exhibit B. 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 the easement or easements described in Exhibit B. Closing shall occur within sixty days of the execution of this Agreement.

4. 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.

5. Closing costs shall be paid by the City.

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

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

(Signatures follow)

GRANTOR
Michael P. King

Michael P. King

State of Utah)
:ss
County of Salt Lake)

On this 28 day of October, 2021, personally appeared before me Michael P. King, 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.

Sophie McDougal
Notary Public

Sophie McDougal
Notary Public State of Utah
My Commission Expires on:
July 30, 2025
Comm. Number: 719516

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. #**20-01-409-009**

WARRANTY DEED

Michael P. King, an unmarried man, 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 **5025 W. Royal Ann Drive**, 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 Southeast Quarter of Section 1, Township 2 South, Range 2 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 Northwest Corner of Lot 401, Cherrywood Village No. 4, according to the official plat thereof as recorded in Book EE at Page 81 in the office of the Salt Lake County Recorder, and running thence South 89°56'10" East 6.07 feet; thence South 45°03'50" West a distance of 8.58 feet; thence North 0°03'50" East a distance of 6.07 feet to the POINT OF BEGINNING. Containing 18 square feet, more or less.

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

WITNESSED the hand of said GRANTOR this 28 day of October, 2021.

GRANTOR

Michael P. King

Michael P. King

State of Utah)
:ss
County of Salt Lake)

On this 25 day of Oct, 2021, personally appeared before me **Michael P. King,** 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.

Sophie McDougal
Notary Public State of Utah
My Commission Expires on:
July 30, 2025
Comm. Number: 719516

Notary Public

Exhibit B – Temporary Construction Easement

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
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Space above for County Recorder's use

PARCEL ID NO: **#20-01-409-009**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Michael P. King, an unmarried man,** GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **5025 W. Royal Ann Drive**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southeast Quarter of Section 1, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
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> Beginning at a point which is South 89°56'10" East 6.07 feet from the Northwest corner of Lot 401, of Cherrywood Village No. 4, according to the official plat thereof as recorded in Book EE at Page 81 in the office of the Salt Lake County Recorder, and running thence South 89°56'10" East 4.00 feet; thence South 45°03'50" West 14.24 feet; thence North 0°03'50" East 4.00 feet, thence North 45°03'50" East a distance of 8.58 feet to the POINT OF BEGINNING. Encompassing 32 square feet, more or less.

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

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

WITNESSED the hand of said GRANTOR this 28 day of October, 2021.

GRANTOR

Michael King
Michael P. King

State of Utah)
:ss
County of Salt Lake)

On this 28 day of Oct, 2021, personally appeared before me **Michael P. King,** 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.

Sophie McDougal
Notary Public

Sophie McDougal
Notary Public State of Utah
My Commission Expires on:
July 30, 2025
Comm. Number: 719516

WHEN RECORDED RETURN TO:
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Portion of PARCEL I.D. #**20-01-409-009**

WARRANTY DEED

Michael P. King, an unmarried man, 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 **5025 W. Royal Ann Drive**, 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 Southeast Quarter of Section 1, Township 2 South, Range 2 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 Northwest Corner of Lot 401, Cherrywood Village No. 4, according to the official plat thereof as recorded in Book EE at Page 81 in the office of the Salt Lake County Recorder, and running thence South 89°56'10" East 6.07 feet; thence South 45°03'50" West a distance of 8.58 feet; thence North 0°03'50" East a distance of 6.07 feet to the POINT OF BEGINNING. Containing 18 square feet, more or less.

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

WITNESSED the hand of said GRANTOR this 28 day of octobe, 2021.

GRANTOR

Michael P. King

Michael P. King

State of Utah)
:ss
County of Salt Lake)

On this 25 day of Oct, 2021, personally appeared before me **Michael P. King,** 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.

Sophie McDougal
Notary Public State of Utah
My Commission Expires on:
July 30, 2025
Comm. Number: 719516

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: **#20-01-409-009**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Michael P. King, an unmarried man,** GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **5025 W. Royal Ann Drive**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southeast Quarter of Section 1, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is South 89°56'10" East 6.07 feet from the Northwest corner of Lot 401, of Cherrywood Village No. 4, according to the official plat thereof as recorded in Book EE at Page 81 in the office of the Salt Lake County Recorder, and running thence South 89°56'10" East 4.00 feet; thence South 45°03'50" West 14.24 feet; thence North 0°03'50" East 4.00 feet, thence North 45°03'50" East a distance of 8.58 feet to the POINT OF BEGINNING. Encompassing 32 square feet, more or less.

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

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

WITNESSED the hand of said GRANTOR this 28 day of October, 2021.

GRANTOR

Michael King

Michael P. King

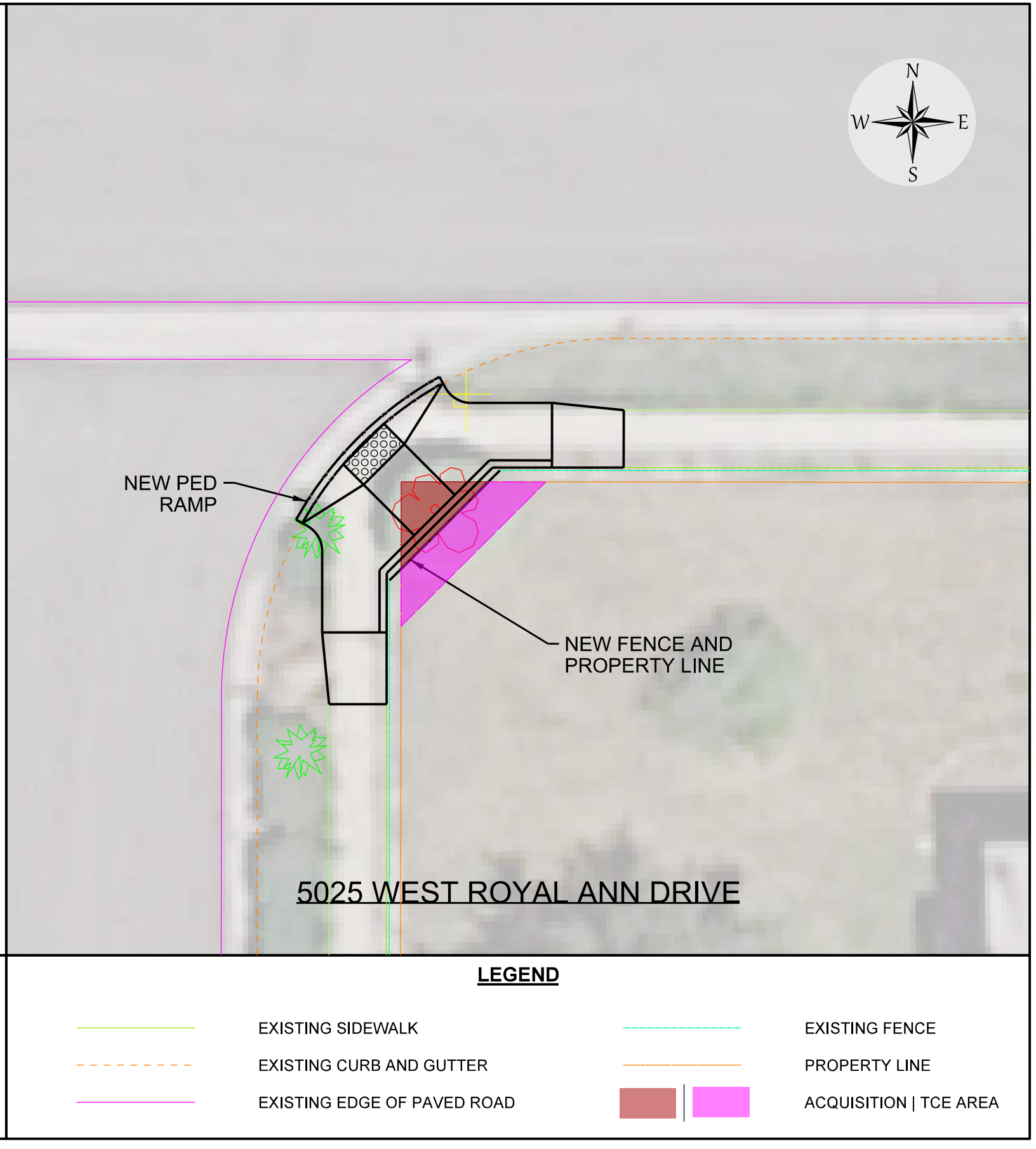
State of Utah)
:ss
County of Salt Lake)

On this 28 day of Oct, 2021, personally appeared before me **Michael P. King,** 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.

Sophie McDougal

Notary Public

Sophie McDougal
Notary Public State of Utah
My Commission Expires on:
July 30, 2025
Comm. Number: 719516


N
W
E
S
NEW PED RAMP
NEW FENCE AND PROPERTY LINE
5025 WEST ROYAL ANN DRIVE
LEGEND
EXISTING SIDEWALK
EXISTING CURB AND GUTTER
EXISTING EDGE OF PAVED ROAD
EXISTING FENCE
PROPERTY LINE
ACQUISITION | TCE AREA

ACKNOWLEDGMENT

STATE OF UTAH } SS
COUNTY OF SALT LAKE }

On the 21st day of April, A.D. 1967, personally appeared before me, GLEN SAXTON, who being by me duly sworn did say that he the said GLEN SAXTON is a Vice-President of JOHNSON-ANDERSON MORTGAGE CO. and that the foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors and said GLEN SAXTON duly acknowledged to me that said Corporation executed the same.

My Commission Expires April 14 1969

Notary Public residing in Salt Lake Co.

AREA REF. PLAT SHOWS N 89°-49'-45" W 2648.68'
CORRECTED FROM EST'BL. BEARING N 89°-55'-27" W
CENTER SEC. 1, T2S, R2W, SLBM.

E¼ COR. SEC. 1, T2S, R2W, S.L.B.M. MON.

POINT OF BEGINNING

S 89°-56-10" E 522.528'

N 89°-56'-10" W 1458.00

S 0°-01'-45" W 658.99

N 0°-01'-45" E 658.99

N 0°-01'-45" E 528.99

N 0°-07'-36" E 1335.97'

N 0°-01'-45" E 659.393'

N 89°-56'-52" W 525.128

1455.400

1317.985'

S 89°-56'-10" E 18.00'

S 0°-03'-50" W 160.00'

S 0°-03'-50" W 350.00'

S 0°-03'-50" W 149.289'

N 89°-56'-10" W 395.00

N 89°-56'-10" W 270.00

N 89°-56'-10" W 1315.079'

N 89°-56'-10" W 15.00'

N 89°-58'-17" W 2641.73 (M BY COUNTY)

124.367

130.00

ROYAL ANN DRIVE

WHITE CHERRY WAY

EARLY DUKE ST. 5080 WEST

WHITE CHERRY WAY 5000 W.

4490 SOUTH

4535 SO.

4700 SOUTH

CHERRYWOOD VILLAGE #3

CHERRYWOOD VILLAGE #4

SCALE - 1 IN. = 50 FT.

Δ 48°-11'-23" LC 16.330 L 16.821

Δ 26-51-58 LC 25.554

Δ 55-50-44 LC 51.511

Δ 55-28-41 LC 51.199

R 55.00

126.462' N 48°-32-37"E

126.462' N 48°-24'-54"W

7 FT. UTILITY EASEMENT

7 FT. UTIL. ESMT.

7 FT. UTILITY ESMT.

F.H.

429	428	427	426	425	424	423	422	421	
100.484	100.440	100.395	100.351	100.307	100.263	100.218	100.174	100.128	
430	431	432	433	434	314	315	316	317	
407	406	401	313	301					
408	405	402	312	302					
409	404	403	311	303					
410	411	412	413	414	415	310	309	304	305
420	419	418	417	416	308	307	306		

MONUMENT TO BE SET.
FIRE HYDRANT TO BE INSTALLED

BEARING EST'BL. 6-12-1964 BY POLARIS OBSN.

S¼ COR. SEC. 1, T2S, R2W. SLBM.

S.E. COR. SEC. 1, T2S, R2W. S.L.B.M.

SURVEYOR'S CERTIFICATE

I, A. M. SAMS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 1272, 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 **CHERRYWOOD VILLAGE #4** AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT WHICH IS
S 0-01'45"W	658.99'	AND
N 89-56-10 W	1458.00'	FROM THE EAST ¼ CORNER SECTION 1, T 2 S,
		R 2 W, S.L.B.M. AND RUNNING THENCE
S 0-03-50 W	160.00'	THENCE
S 89-56-10 E	18.00'	THENCE
S 0-03-50 W	350.00'	THENCE
N 89-56-10 W	15.00'	THENCE
S 0-03-50 W	149.289'	THENCE
N 89-56-52 W	525.128'	THENCE
N 0-01-45 E	659.393'	THENCE
S 89-56-10 E	522.528'	TO THE POINT OF BEGINNING

APRIL 15, 1967 — DATE

A. M. SAMS, REGISTERED LAND SURVEYOR.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE TWO UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS THE

CHERRYWOOD VILLAGE #4 SUBDIVISION

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 21st DAY OF APRIL A.D., 1967.

A & S DEVELOPMENT, INC.
W. P. Alexander
W. P. ALEXANDER, PRESIDENT

JOHNSON-ANDERSON MORTGAGE CO. (Mortgagee)
By Glen Saxton
Glen Saxton - Vice President

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF }

ON THE 21st DAY OF APRIL A.D., 1967, PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, W P ALEXANDER, PRESIDENT OF A & S DEVELOPMENT, INC.

THE SIGNERS OF THE ABOVE OWNERS DEDICATION: AND HE DID STATE THAT HE IS PRESIDENT OF A & S DEVELOPMENT. INC.

AND THE ACCOMPANYING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF IT'S BOARD OF DIRECTORS, AND SAID W.P. ALEXANDER ACKNOLWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 4-14-69

NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

CHERRYWOOD VILLAGE #4 SUBDIVISION

SALT LAKE COUNTY, UTAH

PART OF THE NW¼ OF THE SE¼ OF SECTION 1, T2S, R2W,

SALT LAKE BASE & MERIDIAN

COUNTY HEALTH DEPATMENT APPROVAL

APPROVED THIS 3rd DAY OF MAY A.D. 1967
BY THE SALT LAKE COUNTY BOARD OF HEALTH

Harold F. Lemmon
DIRECTOR COUNTY BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 27TH DAY OF APR. A.D., 1967 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

Leland L. Swanner
CHAIRMAN, COUNTY PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

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

1st MAY 1967
DATE

Douglas H. Brammer
Chief Deputy COUNTY SURVEYOR

APPROVED AS TO FORM

APPROVED AS TO FORM THIS 25th DAY OF May A.D., 1967

Donald Swanson
COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCPT.

PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS THIS 2nd DAY OF May A.D., 1967, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST
COUNTY CLERK

CHAIRMAN BOARD COUNTY COMM.

RECORDED # 2201250

STATE OF UTAH, COUNTY OF Salt Lake RECORDED AND FILED AT THE REQUEST OF McGhie Land Title Co.
DATE 29 May 67 TIME 4:10 P.M. BOOK EE PAGE 81
FEE $25.00
Hazel Taggart Chase
COUNTY RECORDER

25.00 NW SE 1 2S 2W EE-81

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Neighborhood: Meadow Wood Estates

Budget Opening Required: ☐

ISSUE:

Application: #GPZ-14-2021
Applicant: Brad Reynolds
Location: 3554 South 3200 West
Size: 3.2 acres

SYNOPSIS:

A General Plan change from General Commercial to Medium Density Residential (7 to 12 units/acre) and a zone change from C-2 (General Commercial) to RM (Multiple Unit Dwelling Residential).

BACKGROUND:

The applicant originally proposed a 37-unit townhome development with a density of 11.5 units/acre. After the Planning Commission's review, the latest proposal is a 35-unit townhome development with a density of 10.9 units/acre. Each unit would have a two-car garage and 27 of the units would have a driveway large enough to park two vehicles in. The proposed minimum unit size is 1,550 sq. ft. above grade and all units would include a finished basement of 750 sq. ft. The attached concept plan and application materials from the applicant provide details on and support for the proposed project. By way of background, Brad Reynolds Construction developed The Villages at 27th, which is a 147-unit townhome development at 4500 South 2700 West.

RECOMMENDATION:

The Planning Commission recommends approval subject to a development agreement.

SUBMITTED BY:

Steve Pastorik, Community Development 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 GENERAL COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL (7 TO 12 UNITS/ACRE) FOR PROPERTY LOCATED AT 3554 SOUTH 3200 WEST ON 3.2 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-14-2021, filed by Brad Reynolds, and located at 3554 South 3200 West within West Valley City, is hereby amended by reclassifying the following described property from General Commercial to Medium Density Residential (7 to 12 units/acre). Said property is more particularly described as follows:

A portion of parcel #: 15-32-228-023

A portion of Lot 2A, AFFCU West Valley 3500 South Subdivision Amended recorded as Entry No. 13075511 in Book 2019P at Page 259, Official Records of Salt Lake County, located in the Northeast Quarter of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in West Valley City, Salt Lake County, Utah:

Beginning at a point on the West Line of said Lot 2A, located 462.00 feet North 89°48’10” West along the North Line of said Section 32; and 314.58 feet South

0°14’53” West to and along the West Line of said Amended Subdivision from a Brass Cap Monument found marking the Northeast Corner of said Section 32; and running thence South 89°59’40” East 132.63 feet to a point of curvature; thence Southeasterly along the arc of a 90.00 foot radius curve to the right a distance of 47.43 feet (Central Angle equals 30°11’30” and Long Chord bears South 74°53’55” East 46.88 feet) to a point of tangency; thence South 59°48’10” East 13.93 feet to a point of curvature; thence Northeasterly along the arc of a 30.00 foot radius curve to the left a distance of 47.12 feet (Central Angle equals 90°00’00” and Long Chord bears North 75°11’50” East 42.43 feet) to a point of tangency; thence North 30°11’50” East 8.12 feet to a point on a curve; thence Southeasterly along the arc of a 139.00 foot radius curve to the left a distance of 36.83 feet (Center bears North 15°22’43” East, Central Angle equals 15°10’53” and Long Chord bears South 82°12’43” East 36.72 feet) to a point of curvature; thence South 89°48’10” East 49.81 feet to a point of curvature; thence Southeasterly along the arc of a 40.00 foot radius curve to the right a distance of 10.47 feet (Central Angle equals 15°00’00” and Long Chord bears South 82°18’10” East 10.44 feet) to a point of tangency; thence South 74°48’10” East 13.88 feet to a point of curvature; thence Southeasterly along the arc of a 60.00 foot radius curve to the left a distance of 15.71 feet (Central Angle equals 15°00’00” and Long Chord bears South 82°18’10” East 15.66 feet) to a point of tangency; thence South 89°48’10” East 61.46 feet to the Westerly Line of 3200 West Street as it exists 40.0 feet Westerly of the East Line of said Section 32; thence along said Westerly Line the following two courses: South 0°14’53” West 133.00 feet; and South 1°45’23” East 200.12 feet to a point that exists 33.0 feet Westerly of the East Line of said Section 32; thence North 89°48’10” West 297.00 feet; thence North 0°14’53” East 20.53 feet; thence North 89°45’17” West 118.36 feet to and along the North Line of Lot 320, Granger Heights No. 3 Subdivision recorded as Entry No. 1703255 in Book U at Page 82, Official Records of Salt Lake County, to the Northwest corner of said Lot 320, said point also lying on the East Line of 3270 West Street; thence North 0°14’43” 70.00 feet along the East Line of said Street to the Northerly termination thereof; thence North 89°45’17” West 13.64 feet along the North Line of said Granger Heights No. 3 Subdivision; thence North 0°14’53” East 254.77 feet along said West Line of Lot 2A 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 3554 SOUTH 3200 WEST ON 3.2 ACRES FROM C-2 (GENERAL COMMERCIAL) 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-14-2021, filed by Brad Reynolds, and located at 3554 South 3200 West within West Valley City, is hereby classified from zone C-2 (General Commercial) to RM (Multiple Unit Dwelling Residential), said property more particularly described as follows:

A portion of parcel #: 15-32-228-023

A portion of Lot 2A, AFFCU West Valley 3500 South Subdivision Amended recorded as Entry No. 13075511 in Book 2019P at Page 259, Official Records of Salt Lake County, located in the Northeast Quarter of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in West Valley City, Salt Lake County, Utah:

Beginning at a point on the West Line of said Lot 2A, located 462.00 feet North 89°48’10” West along the North Line of said Section 32; and 314.58 feet South 0°14’53” West to and along the West Line of said Amended Subdivision from a Brass

Cap Monument found marking the Northeast Corner of said Section 32; and running thence South 89°59’40” East 132.63 feet to a point of curvature; thence Southeasterly along the arc of a 90.00 foot radius curve to the right a distance of 47.43 feet (Central Angle equals 30°11’30” and Long Chord bears South 74°53’55” East 46.88 feet) to a point of tangency; thence South 59°48’10” East 13.93 feet to a point of curvature; thence Northeasterly along the arc of a 30.00 foot radius curve to the left a distance of 47.12 feet (Central Angle equals 90°00’00” and Long Chord bears North 75°11’50” East 42.43 feet) to a point of tangency; thence North 30°11’50” East 8.12 feet to a point on a curve; thence Southeasterly along the arc of a 139.00 foot radius curve to the left a distance of 36.83 feet (Center bears North 15°22’43” East, Central Angle equals 15°10’53” and Long Chord bears South 82°12’43” East 36.72 feet) to a point of curvature; thence South 89°48’10” East 49.81 feet to a point of curvature; thence Southeasterly along the arc of a 40.00 foot radius curve to the right a distance of 10.47 feet (Central Angle equals 15°00’00” and Long Chord bears South 82°18’10” East 10.44 feet) to a point of tangency; thence South 74°48’10” East 13.88 feet to a point of curvature; thence Southeasterly along the arc of a 60.00 foot radius curve to the left a distance of 15.71 feet (Central Angle equals 15°00’00” and Long Chord bears South 82°18’10” East 15.66 feet) to a point of tangency; thence South 89°48’10” East 61.46 feet to the Westerly Line of 3200 West Street as it exists 40.0 feet Westerly of the East Line of said Section 32; thence along said Westerly Line the following two courses: South 0°14’53” West 133.00 feet; and South 1°45’23” East 200.12 feet to a point that exists 33.0 feet Westerly of the East Line of said Section 32; thence North 89°48’10” West 297.00 feet; thence North 0°14’53” East 20.53 feet; thence North 89°45’17” West 118.36 feet to and along the North Line of Lot 320, Granger Heights No. 3 Subdivision recorded as Entry No. 1703255 in Book U at Page 82, Official Records of Salt Lake County, to the Northwest corner of said Lot 320, said point also lying on the East Line of 3270 West Street; thence North 0°14’43” 70.00 feet along the East Line of said Street to the Northerly termination thereof; thence North 89°45’17” West 13.64 feet along the North Line of said Granger Heights No. 3 Subdivision; thence North 0°14’53” East 254.77 feet along said West Line of Lot 2A 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

BRAD REYNOLDS
CONSTRUCTION

Sept 23rd 2021

West Valley City Community and Economic Development Department
3600 South Constitution Boulevard, Suite 220
West Valley City, UT 84119

Brad Reynolds Construction has been building quality custom homes in the Salt Lake Valley for over 35 years. For many years we focused primarily on large estate homes. In recent years we have seen the need for a high quality but more affordable product for home buyers.

Brad Reynolds Construction is proposing a development at 3554 S. 3200 W. The proposed development contains 38 townhome units on 3.26 acres. The proposed townhomes are 2 stories high, and each unit has its own attached 2 car garage. The units would be a mix of 4 and 5-plex buildings. Exterior finishes would be a mix of masonry and fiber cement siding. The conceptual site plan preserves 1.632 acres of the site as open space.

The property is currently classified as General Commercial in the West Valley City General Plan, and is currently zoned as C2 General Commercial. We are proposing the General Plan classification be amended to Medium Density Residential, and the zone be amended to RM Multiple Dwelling Unit Residential.

This parcel is in an appropriate location for a multi- family residential use. The property does not have frontage on the main arterial street (3500 S) so it is not ideal as a commercial retail location. Due to Covid 19 and the number of people working from home, there is not a lot of demand right now for office space. Salt Lake County is facing a housing shortage, especially housing that is more affordable.

The parcel is bordered by existing multi-family homes (2-plex buildings) on the west, and the parcel to the East across 3200 W is also multi-family residential (4-plex buildings). On the North side the parcel is bordered by commercial buildings, currently a coffee shop and a credit union. The parcel is bordered by two existing single family homes on the south. Our proposed 4 and 5-plex townhomes would be compatible with the existing multi-family developments to the East and West of the parcel, and would provide an appropriate transition from the commercial property on the North to the single family homes on the South.

We feel that our proposed project would be an attractive and valuable addition to West Valley City, and would provide much needed housing in the area.

Sincerely,

Brad Reynolds
Brad Reynolds Construction

Brad Reynolds Construction, Inc. || 4804 South 1140 East, Salt Lake City, UT 84117 || www.bradreynoldsconstruction.com || [T] 801.281.2200 [F] 801.281.2202

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

ISSUE:

A resolution authorizing the City to enter into a development agreement with Brad Reynolds Construction.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Brad Reynolds Construction to establish minimum standards for a townhome development at 3554 South 3200 West.

BACKGROUND:

Brad Reynolds has submitted a General Plan/zone change application (GPZ-14-2021) on 3.2 acres to change the zoning from C-2 (General Commercial) to RM (Multiple Unit Dwelling Residential) and to change the General Plan from General Commercial 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
- Parking
- Setbacks
- Multi-unit residential design standards from City Code

RECOMMENDATION:

The Planning Commission recommends approval to the City Council.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH BRAD REYNOLDS CONSTRUCTION FOR APPROXIMATELY 3.2 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 3554 SOUTH 3200 WEST.

WHEREAS, Brad Reynolds Construction (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 Brad Reynolds Construction, a Utah corporation, (herein "Developer") for the land to be included in or affected by the project located at approximately 3554 South 3200 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 3.2 acres of real property located at approximately 3554 South 3200 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:	Brad Reynolds Construction P.O. Box 17958 Salt Lake City, UT 84117
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_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the _____of Brad Reynolds Construction, a Utah corporation, and that said document was signed by him or her in behalf of said corporation by authority of its bylaws or a Resolution of its Board of Directors, and he or she acknowledged to me that said entity executed the same.

_____
No tary Pu b lic

EXHIBIT A

LEGAL DESCRIPTION

A portion of parcel #: 15-32-228-023

A portion of Lot 2A, AFFCU West Valley 3500 South Subdivision Amended recorded as Entry No. 13075511 in Book 2019P at Page 259, Official Records of Salt Lake County, located in the Northeast Quarter of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in West Valley City, Salt Lake County, Utah:

Beginning at a point on the West Line of said Lot 2A, located 462.00 feet North 89°48'10" West along the North Line of said Section 32; and 314.58 feet South 0°14'53" West to and along the West Line of said Amended Subdivision from a Brass Cap Monument found marking the Northeast Corner of said Section 32; and running thence South 89°59'40" East 132.63 feet to a point of curvature; thence Southeasterly along the arc of a 90.00 foot radius curve to the right a distance of 47.43 feet (Central Angle equals 30°11'30" and Long Chord bears South 74°53'55" East 46.88 feet) to a point of tangency; thence South 59°48'10" East 13.93 feet to a point of curvature; thence Northeasterly along the arc of a 30.00 foot radius curve to the left a distance of 47.12 feet (Central Angle equals 90°00'00" and Long Chord bears North 75°11'50" East 42.43 feet) to a point of tangency; thence North 30°11'50" East 8.12 feet to a point on a curve; thence Southeasterly along the arc of a 139.00 foot radius curve to the left a distance of 36.83 feet (Center bears North 15°22'43" East, Central Angle equals 15°10'53" and Long Chord bears South 82°12'43" East 36.72 feet) to a point of curvature; thence South 89°48'10" East 49.81 feet to a point of curvature; thence Southeasterly along the arc of a 40.00 foot radius curve to the right a distance of 10.47 feet (Central Angle equals 15°00'00" and Long Chord bears South 82°18'10" East 10.44 feet) to a point of tangency; thence South 74°48'10" East 13.88 feet to a point of curvature; thence Southeasterly along the arc of a 60.00 foot radius curve to the left a distance of 15.71 feet (Central Angle equals 15°00'00" and Long Chord bears South 82°18'10" East 15.66 feet) to a point of tangency; thence South 89°48'10" East 61.46 feet to the Westerly Line of 3200 West Street as it exists 40.0 feet Westerly of the East Line of said Section 32; thence along said Westerly Line the following two courses: South 0°14'53" West 133.00 feet; and South 1°45'23" East 200.12 feet to a point that exists 33.0 feet Westerly of the East Line of said Section 32; thence North 89°48'10" West 297.00 feet; thence North 0°14'53" East 20.53 feet; thence North 89°45'17" West 118.36 feet to and along the North Line of Lot 320, Granger Heights No. 3 Subdivision recorded as Entry No. 1703255 in Book U at Page 82, Official Records of Salt Lake County, to the Northwest corner of said Lot 320, said point also lying on the East Line of 3270 West Street; thence North 0°14'43" 70.00 feet along the East Line of said Street to the Northerly termination thereof; thence North 89°45'17" West 13.64 feet along the North Line of said Granger Heights No. 3 Subdivision; thence North 0°14'53" East 254.77 feet along said West Line of Lot 2A to the point of beginning.

Contains 140,145 sq. ft.
Or 3.217 acres

EXHIBIT B

DEVELOPMENT STANDARDS

Number of Units

1. The maximum number of townhomes shall be 35. The development shall be platted such that each townhome unit is located on its own lot.

Unit Sizes

2. The minimum size for each townhome unit shall be 1,550 finished square feet above grade excluding the garage. Each unit shall also a finished basement with a minimum area of 750 square feet.

Architecture

3. Exterior materials for all townhomes shall be fiber cement siding and stone or brick.
4. All townhome buildings shall be constructed substantially like the elevations and renderings in Exhibit C. All requirements in the "Other Standards" section of Exhibit B shall be met. This means that the elevations and renderings in Exhibit C may need to revised to meet these standards.
5. As shown in Exhibit C, the Project shall include at least two different building styles – a 4-plex building and a 5-plex building.
6. At least three different exterior siding color schemes shall be used to provide variety between buildings.
7. Each townhome unit shall have rear load, 2-car garage.
8. All townhome units shall include 9' ceilings, two-tone paint, and granite or quartz countertops in the kitchens and bathrooms.
9. The roof pitch shall be 8/12.

Project Amenities

10. Project amenities shall include a walkway around the perimeter of the development that is connected to each building and a playground.
11. A 6' tall masonry wall shall be installed along the north side of the property adjacent to the commercial property. The color and pattern of the masonry wall shall be determined during the subdivision review process.
12. New vinyl fencing shall be installed along the west and south sides of the property.
13. At least 140 parking spaces shall be provided in the form of garage spaces and driveway spaces.
14. The driveway on all units shall have a minimum depth of 18'.
15. 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, and outdoor recreational amenities such as the playground.

16. The minimum building setback from east and west property lines shall be 25 feet.

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.

(10) All Developments shall include an entry feature.

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) Where pitched roofs are not used, a Decorative Parapet shall be included on the Primary and Secondary Façades. On the Primary and Secondary Façades, at least one variation in the Decorative Parapet shall occur once per two Dwelling Units. All Façades shall include a Parapet wall that is tall enough to block the view from the adjacent Street(s) of roof mounted equipment. Noise issues related to roof mounted equipment may require the Parapet wall to be at least as tall as the roof mounted equipment.
(3) 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.
(4) Gable ends must have a minimum 6-inch overhang at the eaves.
(5) 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



Think Architecture

The designs shown and described herein including all technical drawings, graphic representation & models thereof, are the copyrighted work of Think Architecture, Inc. and & cannot be copied, duplicated, or commercially exploited in whole or in part without the sole and express written permission from THINK Architecture, Inc.

BUILDING TYPE 5- UNITS F-E-E-E-F

3500 West, West Valley, Utah

RENDERINGS

D203

sept 2021



Think Architecture

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BUILDING TYPE 5- UNITS F-E-E-E-F

3500 West, West Valley, Utah

RENDERINGS

D204

sept 2021



EAST ELEVATION (SD)
1/4" = 1'-0"
2
D201



NORTH ELEVATION (SD)
1/4" = 1'-0"
1
D201

Think Architecture

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BUILDING TYPE 5- UNITS F-E-E-E-F

3500 West, West Valley, Utah

EXTERIOR ELEVATIONS

D201

sept 2021



WEST ELEVATION (SD)
1/4" = 1'-0"
2
D202



SOUTH ELEVATION (SD)
1/4" = 1'-0"
1
D202

Think Architecture

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BUILDING TYPE 5- UNITS F-E-E-E-F

3500 West, West Valley, Utah

EXTERIOR ELEVATIONS

D202

sept 2021



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BUILDING TYPE 4- UNITS "F-E-E-F"

3500 West, West Valley, Utah

RENDERINGS

D204

Sept 2021



Think Architecture

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BUILDING TYPE 4- UNITS "F-E-E-F"

3500 West, West Valley, Utah

RENDERINGS

D205

Sept 2021



NORTH ELEVATION SD
1/4" = 1'-0"
2
D201

Think
Architecture

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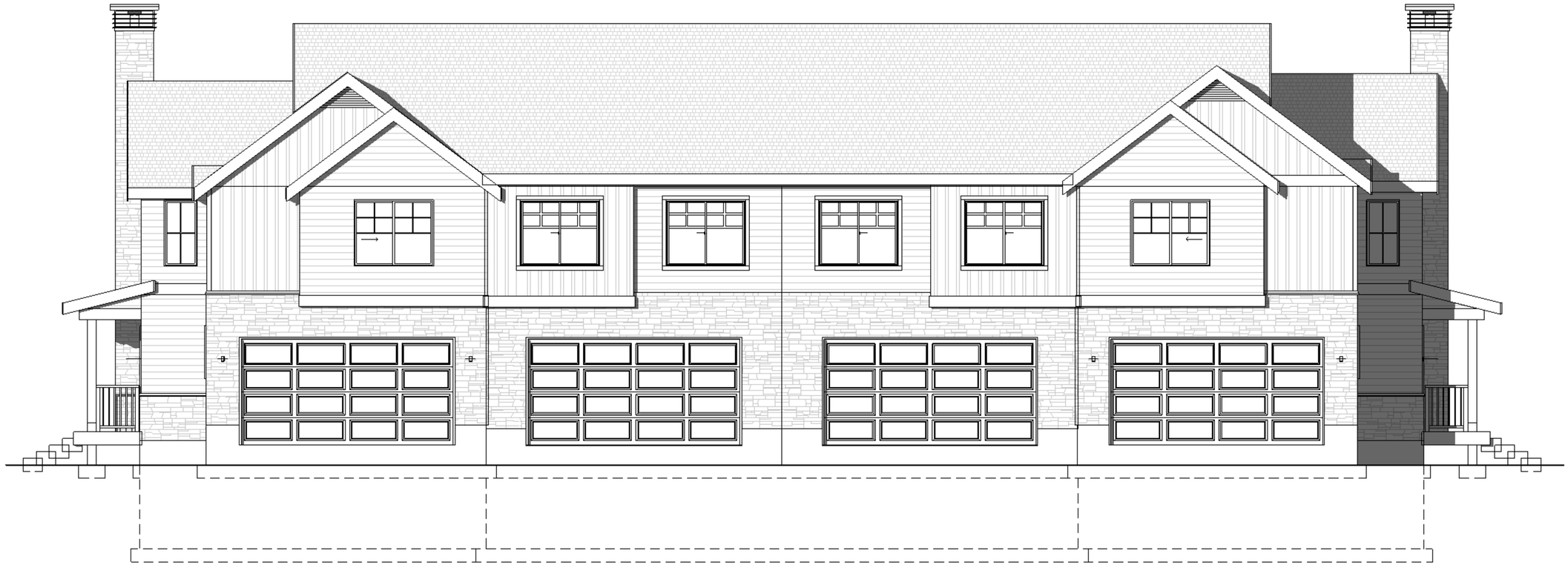
BUILDING TYPE 4- UNITS "F-E-E-F"

3500 West, West Valley, Utah

EXTERIOR ELEVATIONS

D201

Sept 2021



SOUTH ELEVATION SD
1/4" = 1'-0"

1
D202

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BUILDING TYPE 4- UNITS "F-E-E-F"

3500 West, West Valley, Utah

EXTERIOR ELEVATIONS

D202

Sept 2021



EAST ELEVATION SD

1/4" = 1'-0"

1

D203



WEST ELEVATION SD

1/4" = 1'-0"

2

D203

Think Architecture

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BUILDING TYPE 4- UNITS "F-E-E-F"

3500 West, West Valley, Utah

EXTERIOR ELEVATIONS

D203

Sept 2021

GPZ-14-2021 MINUTES

OCTOBER 27, 2021 PLANNING COMMISSION PUBLIC HEARING

GPZ-14-2021
Brad Reynolds Construction
3554 South 3200 West
General Plan change from General Commercial to Medium Density Residential and a zone change from C-2 to RM
3.2 acres

Brad Reynolds Construction has submitted a General Plan/zone change application for a 3.2 acre property located at 3554 South 3200 West. The property is currently zoned C-2 (General Commercial) with a General Plan designation of General Commercial. 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 square feet) to the south and west, C-2 to the north and a portion of the east and RM and R-4 (Four Unit Dwelling Residential) for the remaining east portion. Surrounding land uses include duplexes to the west; single family homes to the south; condos, two office buildings, a day care, and a car wash to the east; and a fast food restaurant and credit union to the north. The property is currently vacant.

The applicant is proposing a 37-unit, 2-story townhome development. The proposed density of the project is 11.5 units/acre. Each unit would have a two-car garage and 18 of the units would have a driveway large enough to park two vehicles in. The proposed minimum unit size is 1,550 sq. ft. above grade and all units would include a finished basement of 750 sq. ft. The attached concept plan and application materials from the applicant provide details on and support for the proposed project. By way of background, Brad Reynolds Construction developed The Villages at 27th, which is a 147-unit townhome development at 4500 South 2700 West.

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

1. Is this the right location for a townhome 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 townhome 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:

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

1. 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 four 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; or (iv) if the property is vacant, was vacant as of January 19, 2021, will be an exempt housing development under 24 CFR 100.304 or successor regulation with a density no greater than seven units per acre, and have access and Frontage on a Street with a planned Right-of-way width of at least 80 feet;

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.

On the first and second conditions, the property is within one-half mile of the West Valley Central light rail station. 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.

The points below may help the Commission answer the first question.

- The subject property was rezoned from R-4 to C-2 in 1985 in anticipation of a Smith's grocery store that never materialized.
- At the time of the rezone in 1985, the property included what is now American First Credit Union and therefore had frontage along 3500 South.
- The property is served by four UTA bus routes (35, 41, 232, and 240) and is within one-half mile of the West Valley Central light rail station and bus hub.
- Average annual daily traffic (AADT) on this segment of 3200 West was 12,000 in 2019. A 3-lane arterial can handle a traffic volume of 13,000 at a level of service D. According to the Institute of Transportation Engineers, townhomes generate 5.81 trips per day.
- There are commercial services like convenience stores, restaurants, a credit union, and a drug store within walking distance of the site.

Does the quality of the project further City goals?

If the Commission believes that townhomes are appropriate here, the quality of the proposal should then be considered.

Dwelling Unit Sizes
The ordinance requires a minimum area of 1,400 square feet above grade for a three-bedroom townhome. The proposed minimum unit size is 1,550 square feet above grade. Each unit will have three bedrooms. The applicant is also proposing finished basements with 750 square feet.

Exterior Materials
The ordinance states the following concerning exterior materials: "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 proposed materials are fiber cement siding and stone.

For the 5-unit building, the stone percentage is 31.8% and the fiber cement siding percentage is 68.2%. For the 4-unit building, the stone percentage is 29.2% and the fiber cement siding percentage is 70.8%. While the fiber cement siding does exceed 60% of the exterior, the proposed buildings incorporate both horizontal and vertical fiber cement siding with varying colors. The City has granted an exception to the 60% rule via a development agreement when different applications of fiber cement siding are used. As an alternative, the applicant could introduce a third material like stucco or increase the stone percentage.

Architecture
Based on a preliminary review of the proposed building architecture by staff, the proposed units meet or exceed the City's design standards.

Landscaping/Recreation Space
Townhome developments require at least 50% of the site as landscaping and recreation space. According to the applicant, 50.2% of the site would be landscaping and recreation space.

Project Amenities
For a project of this size, the ordinance requires one amenity. The proposed project includes two amenities from the ordinance – a tot lot/playground and walking/exercise trail.

The applicant is also proposing the following additional features:
- a 6' masonry wall along the north side of the property;
- vinyl fencing along the west and south sides of the property;
- townhome interiors with 9' ceilings, two-tone paint, and granite or quartz countertops in kitchens and bathrooms;
- at least 3 different exterior color schemes for the townhome buildings; and
- 25' setbacks along the east and west sides of the property.

Other Considerations

The overall proposed parking ratio is 3.1 stalls/unit when including the garages, driveways, and other surface stalls. Other recently approved townhome developments have higher parking ratios.

For example, The Villages at 27th has 3.7 stalls/unit, Erin Hills PUD at 3567 South 5600 West has 3.2 stalls/unit, and Alpizar Townhomes has 3.5 stalls/unit. To provide more parking and maintain the landscaping and recreation space, staff suggests removing two of the units without driveways and replacing them with additional surface stalls. Doing so would increase the parking ratio to 3.5 stalls/unit.

In the southwest corner of the property there is limited frontage on 3270 West. This road was constructed in the early 1960s with the intention of eventually extending north. However, the duplexes that are located west of the subject property were built in the late 1970s and effectively block the extension of 3270 West to the north. Given the location of the duplexes and the limited, undeveloped frontage available on 3270 West, staff recommends that the development agreement state that a cul-de-sac or road extension, which would normally be required on property adjoining a stub street, not be required in this situation.

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 revisions recommended by staff:
    a. Two of the units without driveways shall be removed and replaced with additional surface parking.
    b. 3270 West shall not be required to terminate in a cul-de-sac or extend through the property.
    c. The fiber cement siding shall have a mix of horizontal and vertical patterns as well as color variation to offset the need to add another material to meet the maximum of no more than 60% of one material.

2. Approval. This General Plan/zone change application should be approved subject to a development agreement that incorporates the standards proposed by the applicant.

3. Continuance.

4. Denial. This property should remain commercial.

Discussion: Steve Lehman presented the application for Steve Pastorik. Steve Lehman said that the original proposal had a 3.1 stalls/unit parking ratio, causing staff concern about ample parking. Steve Pastorik spoke to the applicant about the parking concern, and a second site plan was submitted with one less unit, increasing the ratio to approximately 3.4 stalls/unit. Steve Pastorik did add his recommendation of removing another unit for additional parking.

Steve Lehman noted that Steve Pastorik states in his staff report the use of fiber cement siding. He explained the code allows for up to 60% fiber cement siding, and the proposal is for 68 – 70%. Steve Lehman said the applicant is proposing horizontal and vertical cement siding with three color variations. He explained to the Commission that they could grant an exception to the materials within the development agreement.

Steve Lehman stated that the subject location has been vacant for quite some time, and a commercial use would be challenging where the subject property does not have frontage on 3500 South.

Brad Reynolds, the applicant, addressed the Commission. Mr. Reynolds said around 18 years ago. He noticed the increase in demand for more affordable housing, keeping the same high-quality product. He stated this demand is what started his townhome developments. Mr. Reynolds said that he had had greater success with the longevity of fiber cement siding instead of stucco. Therefore, he has proposed a higher percentage of the fiber cement siding. Mr. Reynolds explained that he has been involved with commercial builds and does not feel that use would be successful in this location.

Commissioner Winters stated that the main concern with the parking is overflow onto the street. He asked Mr. Reynolds if the visitor parking depicted in the site plan is labeled for that use only, and Mr. Reynolds said that typically the HOA would include that information in the rules for the property.

Chair Meaders asked the Commission what their feelings are regarding the higher percentage of fiber cement siding instead of stucco. Commissioner Winters said he is okay with the fiber cement siding where there will be a variation of horizontal and vertical layouts with varying colors.

Commissioner McEwen said that he is not concerned with the fiber cement siding, and he said that he does have concerns about the parking. Commissioner McEwen hopes that the addition of basements will provide enough storage space for the tenants, and they will use the garage for parking.

Commissioner Lovato asked Steve if the access road is the typical 54 feet in width, and Steve said that the access is a private street with a width of approximately 26 feet with a sidewalk on both sides. Commissioner Lovato said 26 feet would not be enough room to park on the road, and Steve said that's correct, especially where fire requires a 26-foot wide street.

Commissioner Lovato stated that his only concern is where some townhomes do not have a driveway, there would be possible parking issues.

Motion: Commissioner Lovato motioned to approve GPZ-14-2021 subject to a development agreement that incorporates the standards proposed by the applicant and the three recommendations by staff.

Commissioner Wood seconded the motion.

Vote:	Commissioner Fuller	Yes
	Commissioner Winters	Yes
	Commissioner Lovato	Yes
	Chairperson Meaders	Yes
	Commissioner Porter	Yes
	Commissioner Wood	Yes
	Commissioner McEwen	No

Majority – GPZ-14-2021 – Approved



GPZ-14-2021
Brad Reynold Construction
3554 South 3200 West

GPZ-14-2021

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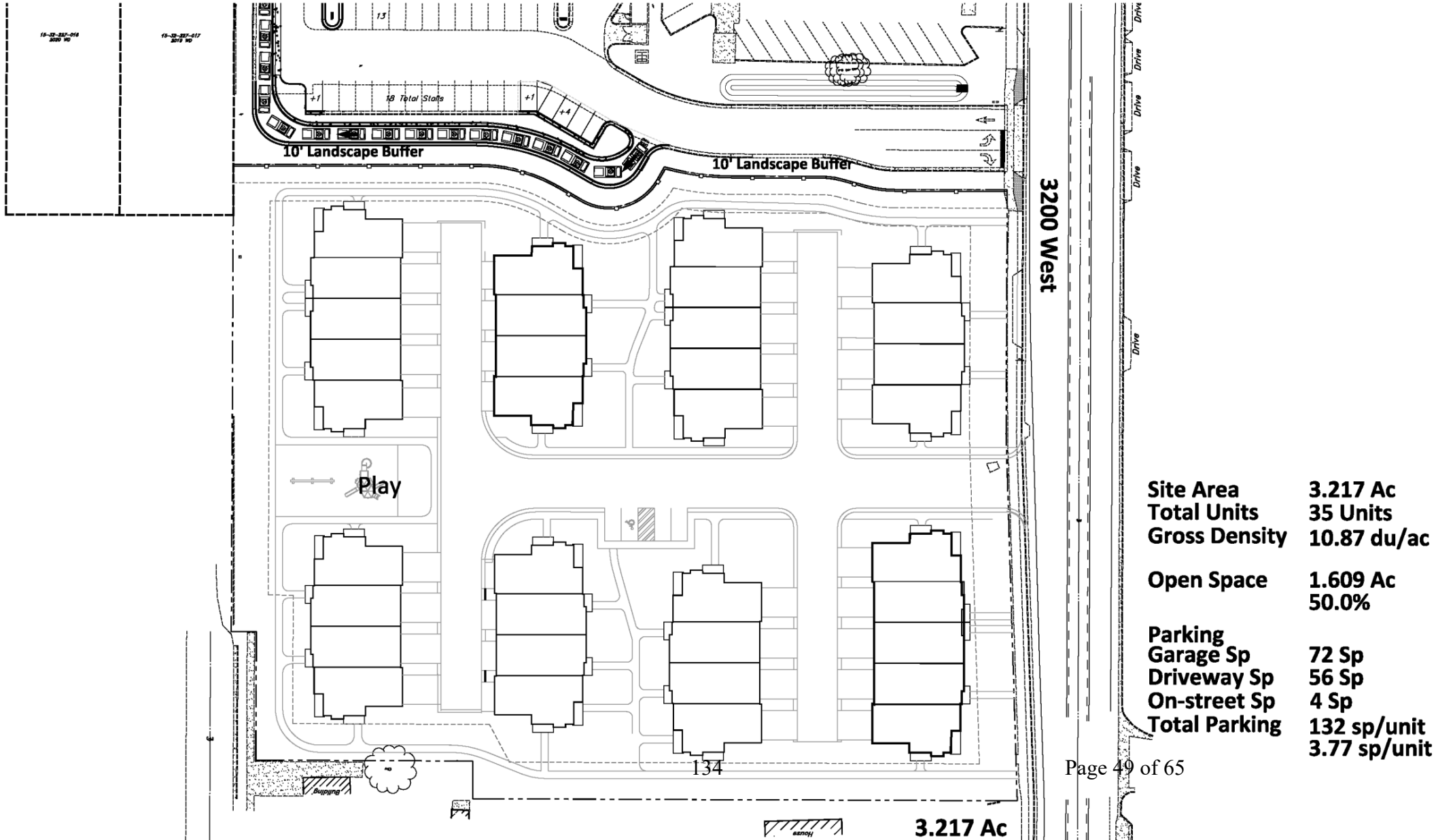
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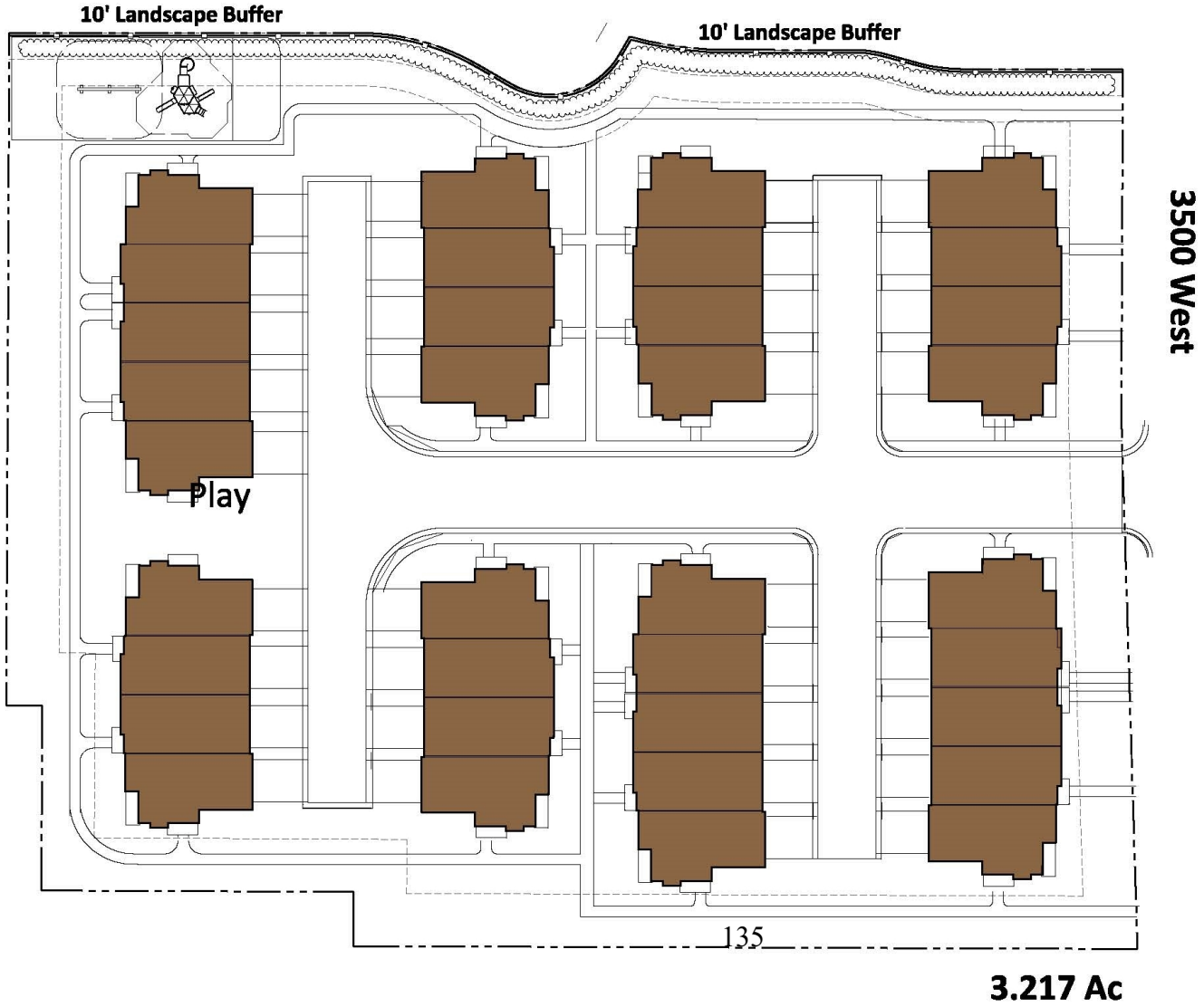
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Site Area	3.217 Ac
Total Units	35 Units
Gross Density	10.87 du/ac
Open Space	50.01%
Parking	
Garage Sp	72 Sp
Driveway Sp	72 Sp
On-street Sp	0 Sp
Total Parking	148 sp/unit
	4.00 sp/unit

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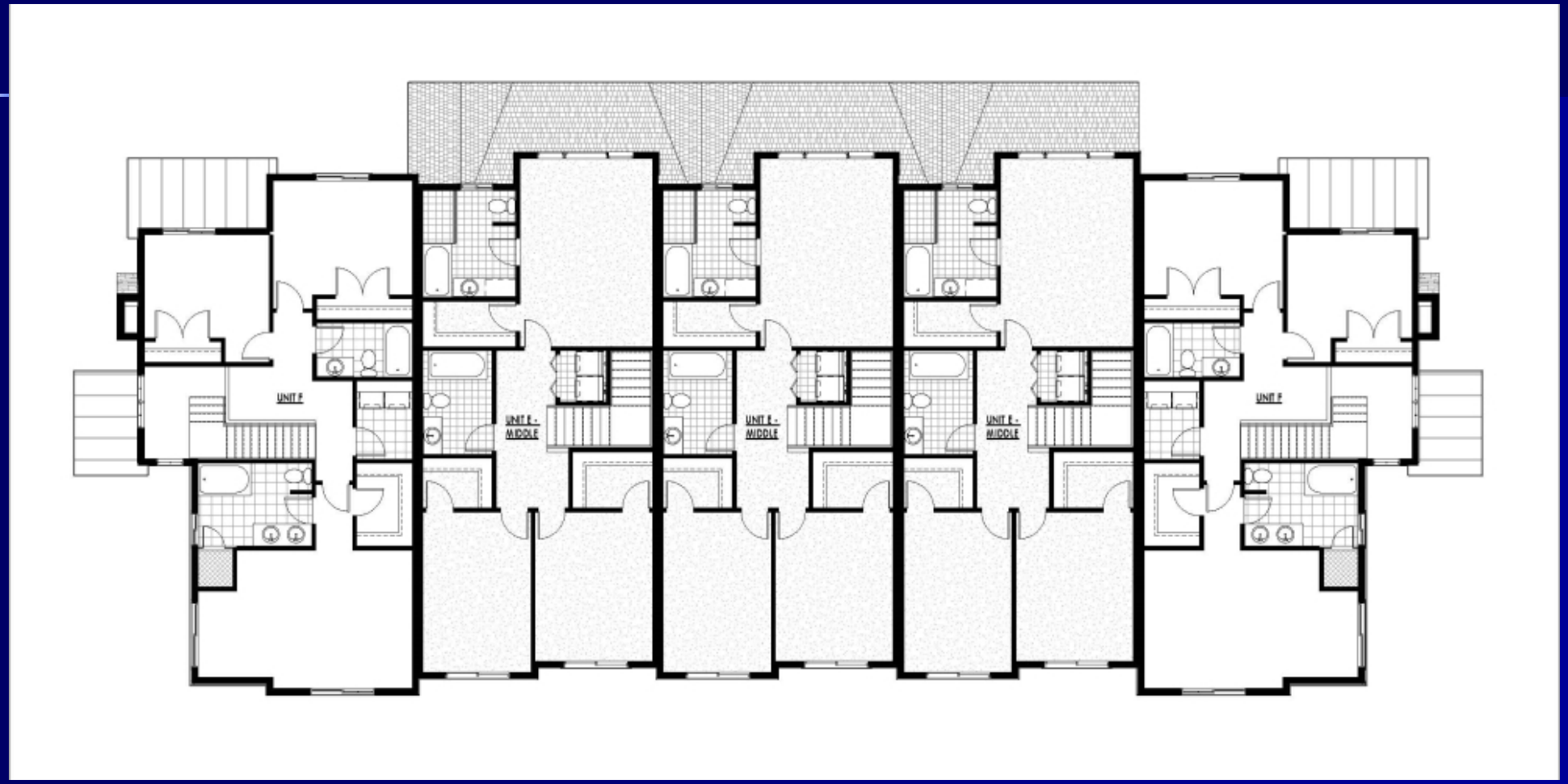
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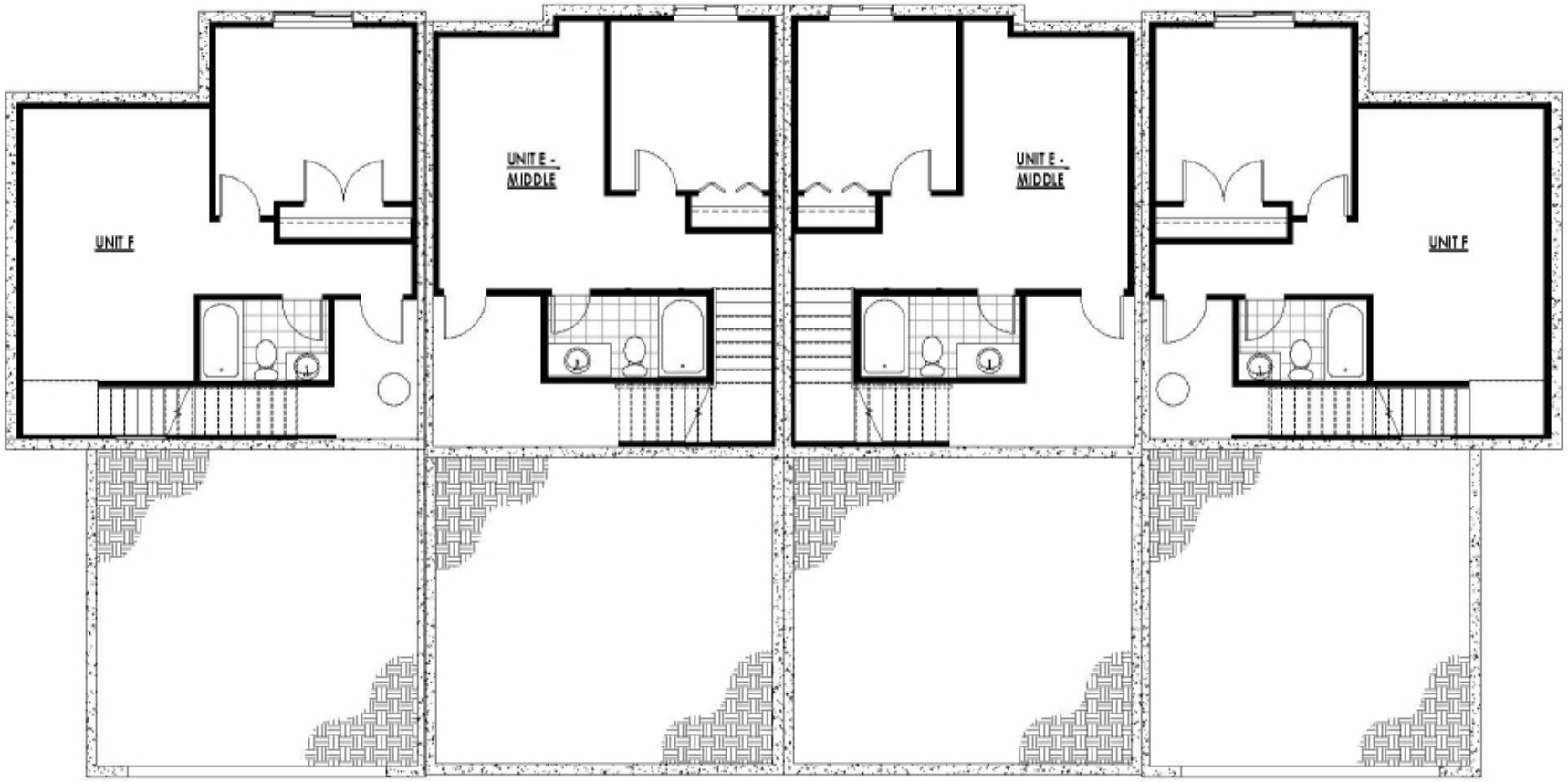
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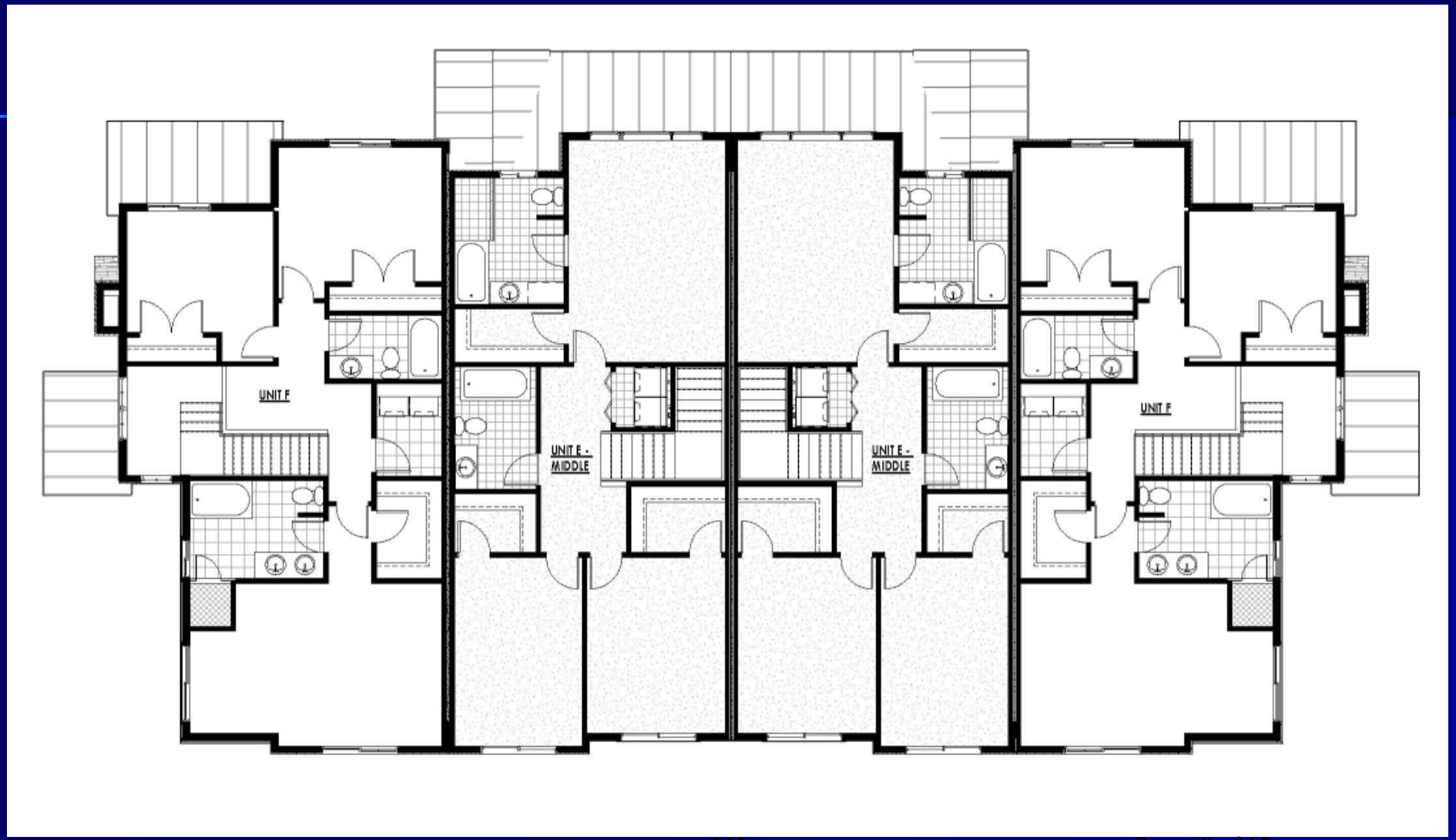
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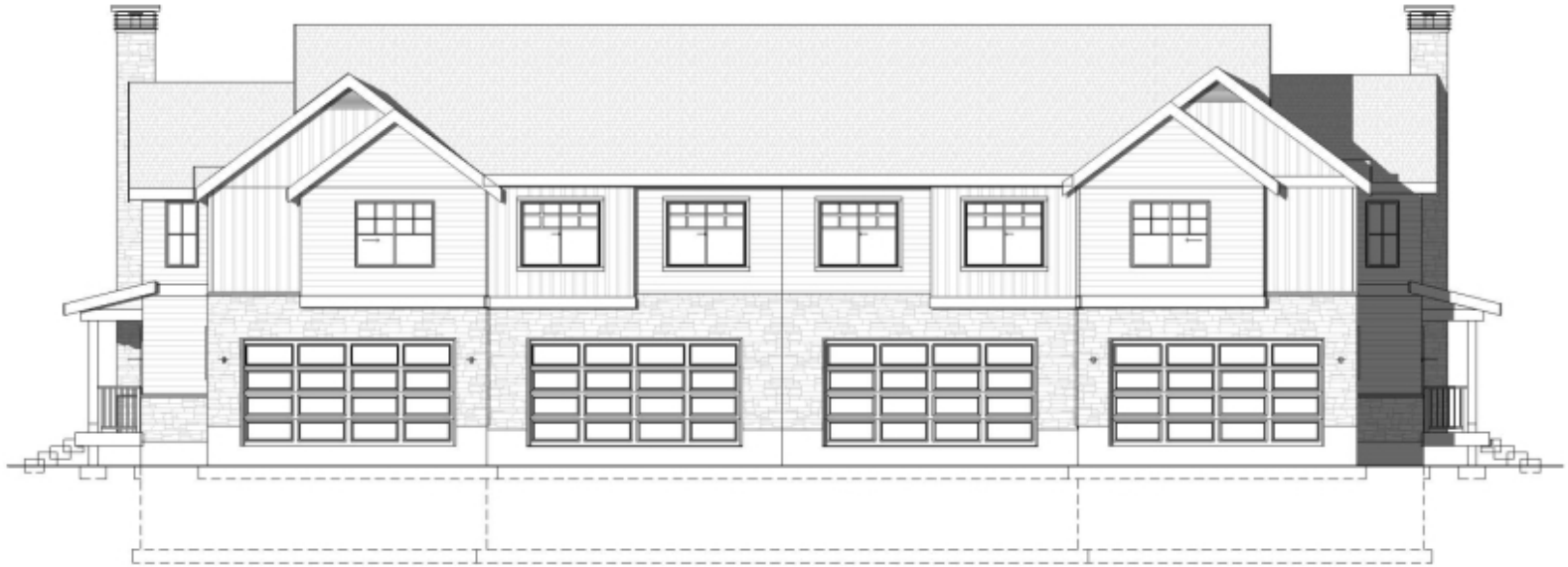
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