



Staff Report

PLANNING DIVISION
COMMUNITY & ECONOMIC DEVELOPMENT

To: Salt Lake City Planning Commission
From: Doug Dansie, 801-535-6182, doug.dansie@slcgov.com
Date: July 13, 2016
Re: PLNSUB2016-00084 and 00113 – 10th East Senior Center

Planned Development and Preliminary Subdivision

PROPERTY ADDRESS: 237 South 1000 East
PARCEL ID: 16-05-252-019, 16-05-254-001, 16-05-254-002 (portion);
MASTER PLAN: East Central
ZONING DISTRICT: R-2 Single and Two Family, and PL Public Land

REQUEST: Dan Rip, representing the property owner, Salt Lake City Property Management, is requesting approval for a planned development and preliminary subdivision at approximately 237 South 1000 East. The request is to modify zoning requirements related to a subdivision not having frontage on a deeded street. Consideration of this type of project must be reviewed as a Planned Development and an associated preliminary subdivision is also being reviewed. Currently the property is zoned PL Public Land and R-2 One and Two Family Residential and is used for the 10th East Senior Center and 10th East Tennis Courts. The subdivision is being proposed to separate ownership of the senior center to Salt Lake County, while Salt Lake City retains ownership of the park/tennis courts. The Planning Commission has previously held a public hearing about the disposal of the Senior Center from the City to the County, PLNPCM2016-00051.

RECOMMENDATION (Planned Development): Based on the findings listed in the staff report, it is the Planning Staff's opinion that overall the project generally meets the applicable standards and therefore, recommends the Planning Commission approve the Planned Development and Preliminary Subdivision.

Staff recommends the following motion:

Based on the information in the staff report, public testimony, and discussion by the Planning Commission, I move that the Planning Commission approve petitions PLNSUB2016-00084, and 2016-00113 regarding the 10th East Senior Center Planned Development and preliminary Subdivision request. In order to comply with the applicable standards, the following conditions of approval apply:

1. The applicant shall record final documents with the Salt Lake County Recorder within 18 months from the date of this preliminary subdivision approval.

ATTACHMENTS:

- A Vicinity Map
- B Preliminary Plat
- C Photographs
- D: Previous Staff Report and Minutes
- E: Analysis of Standards – Planned Development
- F: Analysis of Standards – Preliminary Subdivision
- G: Public Process and Comments
- H: Department Review Comments
- I: Potential Motions

PROJECT DESCRIPTION:

Salt Lake City Planning Commission held a public hearing regarding the transfer of ownership of the Senior Center to Salt Lake County on February 24, 2016: PLNPCM2016-00051 - 237 S 1000 E (10th E Senior Center)

The description of the land transfer is as follows: Salt Lake City is seeking to convey a significant parcel of real estate located at approximately 237 S 1000 E to Salt Lake County, pursuant to Municipal Code section 2.58.040. The property consists of 1.68 acres and has one building that is utilized as the 10th East Senior Center which is managed by Salt Lake County. The Interlocal Cooperation Agreement stipulates that the current use on site must continue for at least 10 years without change. The site is composed of three parcels. A small green space known as Victory Park is located on the southernmost parcel known by tax identification number 16-05-254-002. Victory Park is to be retained by the City and a separate subdivision application is currently in process to facilitate the division of that parcel. Any and all easements existing on the site will be retained with the exchange. The property is located in a R-2 zoning district (Single and Two Family Residential) in Council District 4, represented by Derek Kitchen.

The preliminary subdivision PLNSUB2016-00084 describes the new parcels that are necessary to accommodate the land transfer. Because the proposed land transfer would result in the City retaining ownership of a parcel that does not have frontage on a deeded street (the streets adjacent to the park are private rights-of-way), a planned development PLNSUB2016-00113 is also being requested.

KEY ISSUES:

The key issues listed below have been identified through the analysis of the project, neighbor and community input and department review comments.

1. Access to the landlocked parcel

Issue 1 – The physical attributes of the property as they exist are not proposed to be changed. The ownership is merely being separated. The preliminary subdivision has been routed to insure that the proposed interior lot has all the necessary easements in place to allow fire access, etc. The park is not proposed to be altered or changed. The parking lot and access easements of the new subdivision will also guarantee pedestrian access.

DISCUSSION:

The proposal generally meets the standards for a Planned Development. The requested modifications would generally result in a more enhanced product than would otherwise result with strict application of the zoning ordinance standards by allowing the existing uses to remain in their present condition, while allowing distinct ownership of the differing facilities. The proposed development would function as one cohesive campus containing multiple properties and provide flexible access in a campus-type setting.

NEXT STEPS:

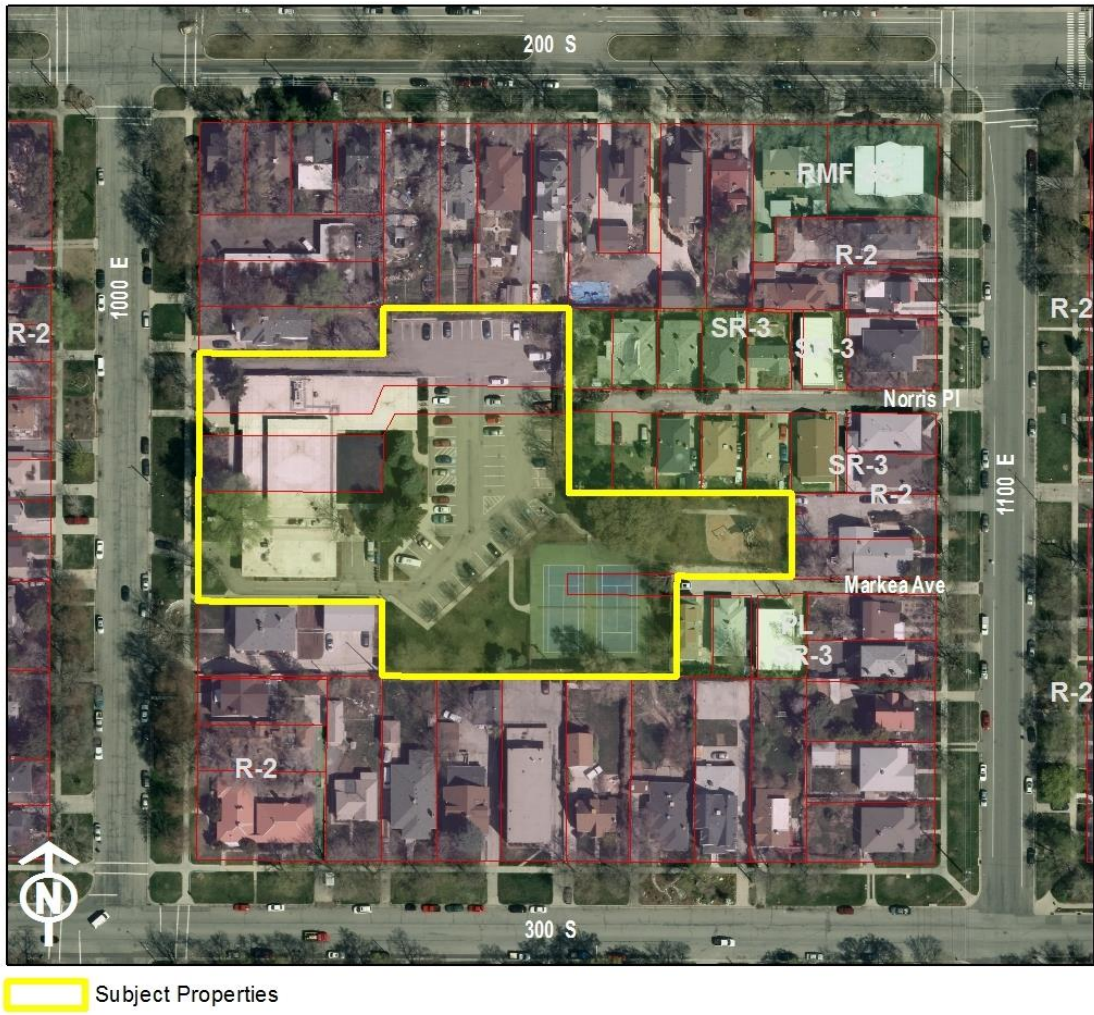
Planned Development and Preliminary Subdivision Approval

If the Planned Development and preliminary subdivision is approved, the applicant will need to need to comply with the conditions of approval, including any of the conditions required by City departments and the Planning Commission. The applicant will also need to submit a final subdivision plat to finalize the proposed property boundaries.

Planned Development and Preliminary Subdivision Denial

If the Planned Development and Preliminary Subdivision is denied, the applicant could not divide the parcel and retain ownership of the Park while transferring ownership of the senior center to the County.

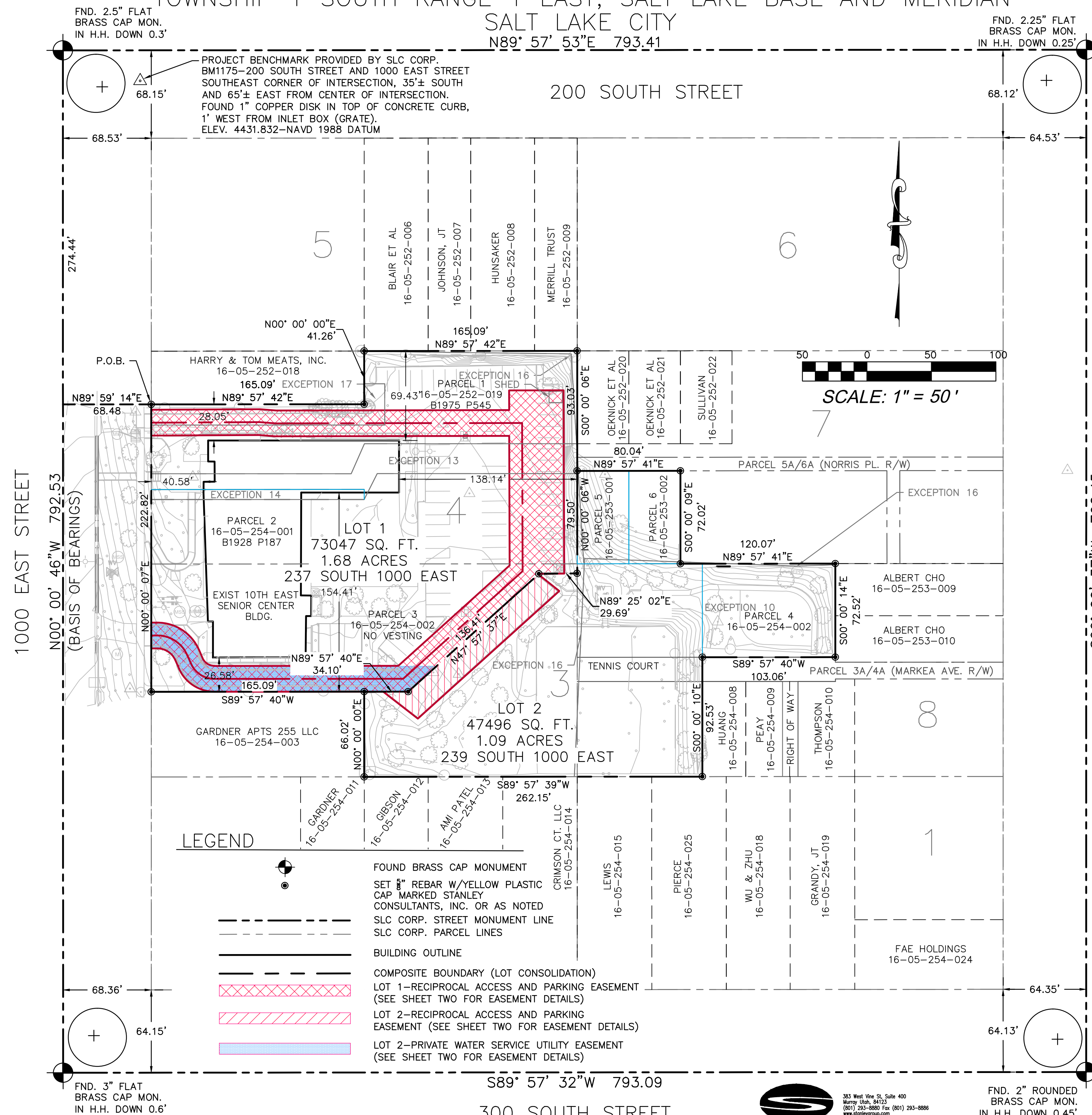
ATTACHMENT A: VICINITY MAP



ATTACHMENT B: PRELIMINARY PLAT

10TH EAST SENIOR CENTER P.U.D.

LOCATED IN PORTIONS OF LOTS 3, 4, 7, 8, BLOCK 28, PLAT "F"
SALT LAKE CITY SURVEY, SALT LAKE CITY, UTAH
BEING A PART OF THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 1 SOUTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
SALT LAKE CITY
N89° 57' 53"E 793.41



AMENDED RECORD BOUNDARY DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, BLOCK 28, PLAT "F", SALT LAKE CITY SURVEY; AND RUNNING THENCE EAST, 165 FEET; THENCE NORTH, 41.25 FEET; THENCE EAST, 165 FEET; THENCE SOUTH, 95 FEET; THENCE EAST, 80 FEET; THENCE SOUTH, 72 FEET; THENCE EAST, 120 FEET; THENCE SOUTH, 72.50 FEET; THENCE WEST, 103 FEET; THENCE SOUTH, 92.50 FEET; THENCE WEST, 262 FEET; THENCE NORTH, 66 FEET; THENCE WEST, 165 FEET; THENCE NORTH, 222.75 FEET TO THE POINT OF BEGINNING.
CONTAINING 121,096 SQUARE FEET OR 2.780 ACRES, MORE OR LESS.

AS-SURVEYED COMPOSITE DESCRIPTION:

A TRACT OF LAND LOCATED IN PORTIONS OF LOTS 3, 4, 7, AND 8, BLOCK 28, PLAT "F", SALT LAKE CITY SURVEY, IN SALT LAKE CITY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 1000 EAST STREET, WHICH LIES 41.26 FEET S.00°00'07"W. FROM THE NORTHWEST CORNER OF SAID LOT 4, WHICH POINT ALSO LIES S. 00°00'46" E., 274.44 FEET ALONG THE 1000 EAST MONUMENT LINE, AND N. 89°59'14" E., 68.48 FEET FROM THE FOUND SALT LAKE CITY BRASS CAP MONUMENT AT THE INTERSECTION OF 200 SOUTH STREET AND 1000 EAST STREET; AND RUNNING THENCE N. 89°57'42" E., 165.09 FEET; THENCE N. 00°00'00" E., 41.26 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE ALONG SAID NORTH LINE N. 89°57'42" E., 165.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE THE EAST LINE OF SAID LOT 4S. 00°00'06" E., 93.03 FEET; THENCE N.89°57'41" E., 80.04 FEET; THENCE S. 00°00'09" E., 72.02 FEET TO THE NORTH LINE OF SAID LOT 8; THENCE ALONG SAID NORTH LINE N. 89°57'41" E., 120.07 FEET; THENCE S. 00°00'14" E., 72.52 FEET; THENCE S. 89°57'40" W., 103.06 FEET; THENCE S. 00°00'10" E., 92.53 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE ALONG THE SOUTH LINE OF SAID LOT 8 AND THE SOUTH LINE OF SAID LOT 3 S. 89°57'39" W., 262.15 FEET; THENCE N. 00°00'00" E., 66.02 FEET; THENCE S. 89°57'40" W., 165.09 FEET TO SAID EAST RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE ALONG SAID EAST LINE N. 00°00'07" E., 222.82 FEET TO THE POINT OF BEGINNING.
CONTAINING 120,539 SQ. FT. OR 2.767 ACRES, MORE OR LESS.

TAX PARCEL NO'S:

16-05-252-019 (PARCEL 1) 16-05-254-001 (PARCEL 2) 16-05-254-002 (PARCEL 3)
16-05-254-002 (PARCEL 4) 16-05-253-001 (PARCEL 5) 16-05-253-002 (PARCEL 6)

EXCEPTIONS:

- NO. 1 (AFFECTS PARCEL 4) (BLANKET EASEMENT)
AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR TELEPHONE AND TELEGRAPH POLE AND INCIDENTAL PURPOSES, AS GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY BY INSTRUMENT RECORDED JULY 10, 1918 AS ENTRY NO. 398162 IN BOOK 3-J OF LIENS AND LEASES AT PAGE 96 OF OFFICIAL RECORDS.
THE ABOVE EASEMENT PURPORTS TO AFFECT THE SUBJECT PROPERTY, BUT THE EXACT LOCATION CANNOT BE DETERMINED BECAUSE OF AN INCOMPLETE LEGAL DESCRIPTION.
- NO. 2 (AFFECTS PARCEL 4).
A RIGHT OF WAY AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED APRIL 19, 1927 AS ENTRY NO. 582251 IN BOOK 12-R OF DEEDS AT PAGE 473 OF OFFICIAL RECORDS.
- NO. 3 (AFFECTS PARCEL 3).
A RIGHT OF WAY AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 5, 1939 AS ENTRY NO. 870499 IN BOOK 244 OF DEEDS AT PAGE 515 OF OFFICIAL RECORDS.
- NO. 4 (AFFECTS PARCEL 1, 2 AND 3)
A PERPETUAL RIGHT OF WAY FOR INGRESS AND EGRESS AND A LIFE INTEREST AS DISCLOSED BY THAT CERTAIN QUIT CLAIM DEED RECORDED JULY 25, 1951 AS ENTRY NO. 1252738 IN BOOK 870 AT PAGE 179 OF OFFICIAL RECORDS.
- NO. 5 (AFFECTS PARCEL 2)
A RIGHT OF WAY AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED JUNE 4, 1962 AS ENTRY NO. 1849267 IN BOOK 1928 AT PAGE 187 OF OFFICIAL RECORDS.
- NO. 6 (SINGLE LINE POLE EASEMENT AFFECTS PARCEL 1, 2 AND 3)
AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR ELECTRIC TRANSMISSION, DISTRIBUTION AND TELEPHONE CIRCUITS AND INCIDENTAL PURPOSES, AS GRANTED TO UTAH POWER & LIGHT COMPANY BY INSTRUMENT RECORDED JULY 5, 1963 AS ENTRY NO. 1930717 IN BOOK 2070 AT PAGE 646 OF OFFICIAL RECORDS.
- NO. 7: (AFFECTS PARCEL 1--GRANTED BY CITY TO ADJOINER)
AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, AS GRANTED TO VINTON PARKER BY INSTRUMENT RECORDED MAY 23, 1991 AS ENTRY NO. 5078432 IN BOOK 6324 AT PAGE 711 OF OFFICIAL RECORDS.

A LETTER RECORDED DECEMBER 23, 1992 AS ENTRY NO. 5401040 IN BOOK 6578 AT PAGE 76 OF OFFICIAL RECORDS.

NOTES:
ZONING FOR THIS PROPERTY IS CLASSIFIED AS PL (PUBLIC LANDS).

SEWER, WATER, AND STORM DRAIN UTILITIES FOR THIS SITE ARE PROVIDED BY THE SALT LAKE CITY CORPORATION.

SALT LAKE CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT
451 SOUTH STATE ST., ROOM 401 SALT
LAKE CITY, UTAH

SURVEYOR'S CERTIFICATE:

I, CRAIG YATES., DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 5398429 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE 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

10TH EAST SENIOR CENTER P.U.D.

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I ALSO CERTIFY THAT ALL LOTS MEET AREA REQUIREMENTS OF THE APPLICABLE ORDINANCE. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM LINEAR CLOSURE OF 1:15,000

SIGNED _____ DATE _____

OWNER'S DEDICATION:

THE UNDERSIGNED, BEING THE OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS, DO HEREBY DEDICATE ALL STREETS AND EASEMENTS SHOWN ON THIS PLAT TO BE HEREAFTER KNOWN AS THE

10TH EAST SENIOR CENTER P.U.D.

TO SALT LAKE CITY CORPORATION, THE UNDERSIGNED HEREBY WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR ENCUMBRANCES ON THE DEDICATED STREETS AND EASEMENTS.

IN WITNESS WHEREBY _____ HAVE HEREUNTO SET _____
THIS _____ DAY OF _____ AD, 20____.

BY: SALT LAKE CITY CORPORATION

BY: JACKIE BISCUPI, MAYOR BY: CINDI MANSELL, CITY RECORDER

ACKNOWLEDGEMENT:

STATE OF UTAH _____ S.S.
COUNTY OF SALT LAKE _____
ON THE _____ DAY OF _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, THE SIGNER(S) OF THIS 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: _____

RESIDING IN _____ COUNTY NOTARY PUBLIC

ACKNOWLEDGEMENT:

STATE OF UTAH _____ S.S.
COUNTY OF SALT LAKE _____
ON THE _____ DAY OF _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, THE SIGNER(S) OF THIS 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: _____

RESIDING IN _____ COUNTY NOTARY PUBLIC

10TH EAST SENIOR CENTER P.U.D.
LOCATED IN PORTIONS OF LOTS 3, 4, 7, 8, BLOCK 28, PLAT "F"
SALT LAKE CITY SURVEY, SALT LAKE CITY, UTAH
BEING A PART OF THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 1 SOUTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
SALT LAKE CITY

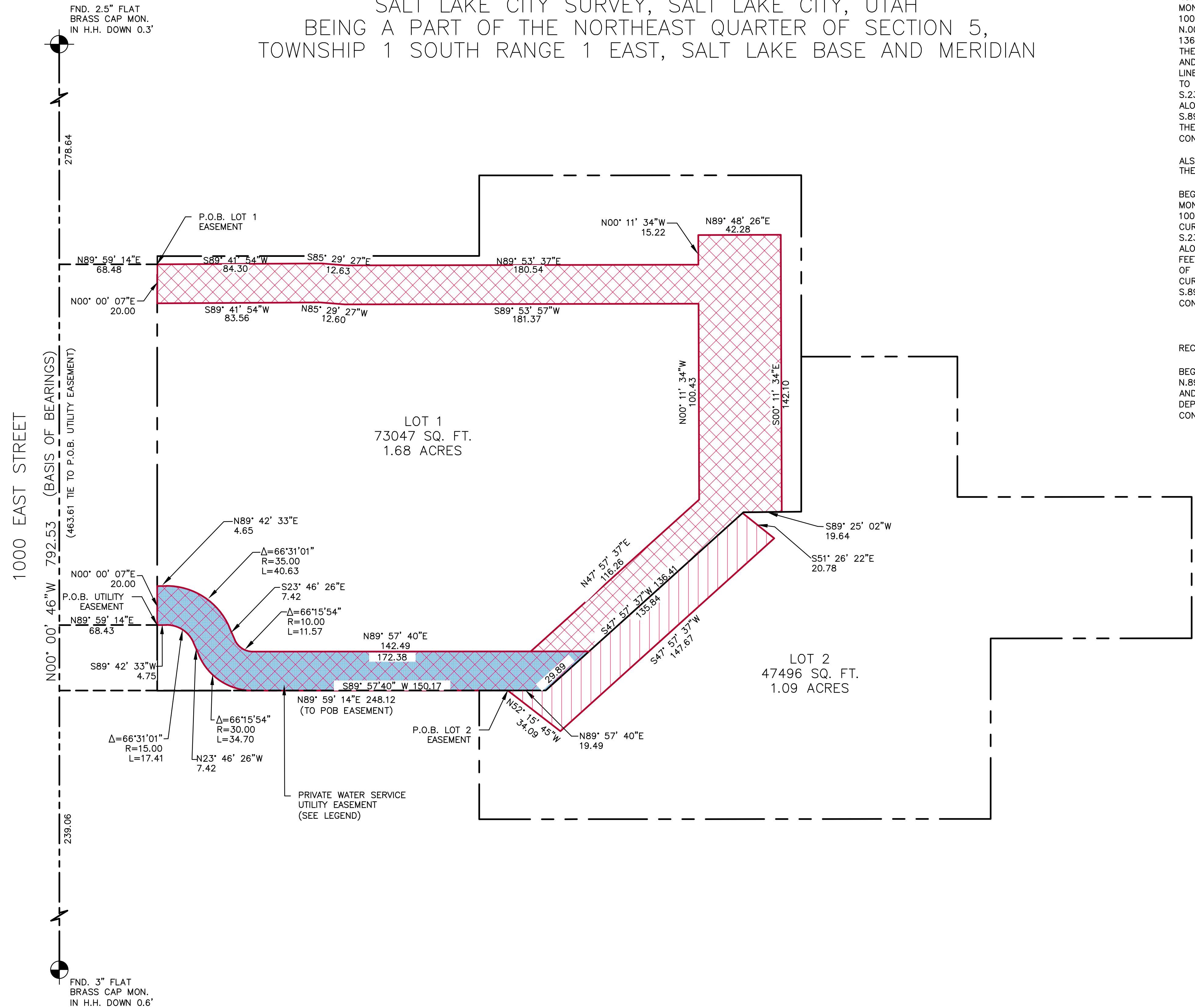


C:\0-Utah Resources\4 - Survey ROW2 - Projects\10th East Senior Center\10th East Preliminary Plat.dwg

NUMBER _____ ACCOUNT _____ SHEET _____ OF _____ SHEETS	CITY PUBLIC UTILITIES DEPT. APPROVED AS TO SANITARY SEWER AND WATER DETAILS THIS _____ DAY OF _____, 20____.	SALT LAKE VALLEY HEALTH DEPARTMENT APPROVED THIS _____ DAY OF _____, 20____.	CITY ENGINEERING DIVISION I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE.	CITY PLANNING DIRECTOR APPROVED THIS _____ DAY OF _____, 20____, BY THE SALT LAKE CITY PLANNING COMMISSION.	CITY ATTORNEY APPROVED AS TO FORM THIS _____ DAY OF _____, 20____.	CITY APPROVAL PRESENTED TO SALT LAKE CITY THIS _____ DAY OF _____, 20____ AND IT IS HEREBY APPROVED.	SALT LAKE COUNTY RECORDER STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____	NUMBER _____ ACCOUNT _____ SHEET <u>1</u> OF <u>2</u> SHEETS
	SALT LAKE CITY PUBLIC UTILITIES DIRECTOR	S. L. VALLEY HEALTH DEPARTMENT	CITY ENGINEER _____ DATE _____ CITY SURVEYOR _____ DATE _____	PLANNING DIRECTOR _____ DATE _____	SALT LAKE CITY ATTORNEY _____	SALT LAKE CITY MAYOR _____ SALT LAKE CITY RECORDER _____	FEE _____ CHIEF DEPUTY: SALT LAKE COUNTY RECORDER _____	

10TH EAST SENIOR CENTER P.U.D.

LOCATED IN PORTIONS OF LOTS 3, 4, 7, 8, BLOCK 28, PLAT "F"
SALT LAKE CITY SURVEY, SALT LAKE CITY, UTAH
BEING A PART OF THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 1 SOUTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN



EASEMENT DESCRIPTIONS:

RECIPROCAL ACCESS AND PARKING EASEMENT AFFECTING LOT 1

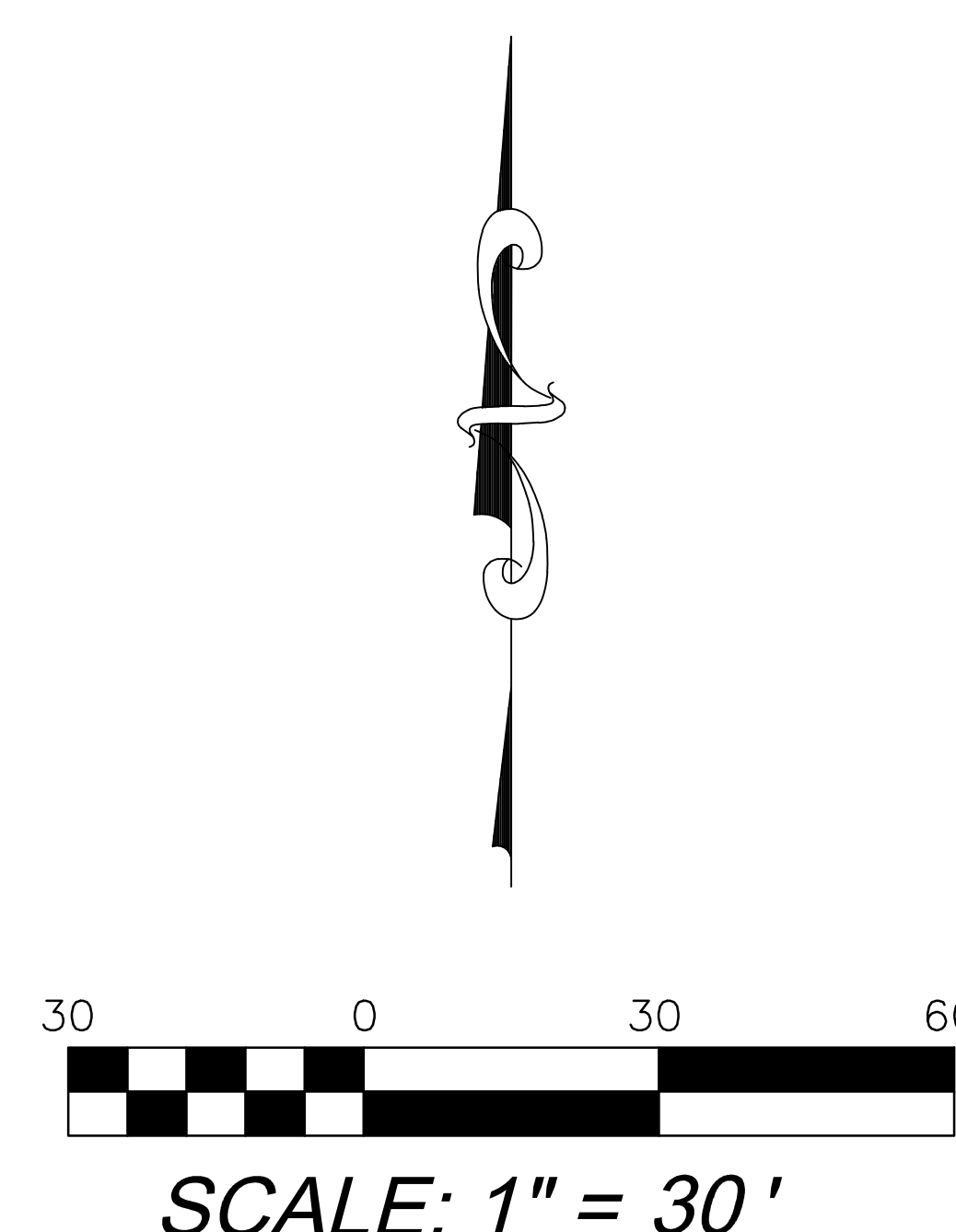
BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 1000 EAST STREET, SAID POINT ALSO BEING ON THE WEST LINE OF LOT 1, WHICH POINT LIES 45.46 FEET S.00°00'07"W. FROM THE NORTHWEST CORNER OF SAID LOT 4, WHICH POINT ALSO LIES S. 00°00'46" E., 278.64 FEET ALONG THE 1000 EAST MONUMENT LINE, AND N. 89°59'14" E., 68.48 FEET FROM THE FOUND SALT LAKE CITY BRASS CAP MONUMENT AT THE INTERSECTION OF 200 SOUTH STREET AND 1000 EAST STREET; AND RUNNING THENCE N.89°41'54"E., 84.30 FEET; THENCE S.85°29'27"E., 12.63 FEET; THENCE N.89°53'37"E., 180.54 FEET; THENCE N.00°11'34"W., 15.22 FEET; THENCE N.89°48'26"E., 42.28 FEET; THENCE S.00°11'34"E., 142.10 FEET; THENCE S.89°25'02"W., 19.64 FEET; THENCE S.47°57'37"W., 136.41 FEET; THENCE S.89°57'40"W., 150.17 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 66°15'54"; THENCE NORTHWESTERLY ALONG THE ARC 34.70 FEET; THENCE N.23°46'26"W., 7.42 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 66°31'01"; THENCE NORTHWESTERLY ALONG THE ARC 17.41 FEET; THENCE S.89°42'33"W., 4.75 FEET TO SAID EAST RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE ALONG SAID EAST RIGHT OF WAY LINE N.00°00'07"E., 20.00 FEET; THENCE N.89°42'33"E., 4.65 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 66°31'01"; THENCE SOUTHEASTERLY ALONG THE ARC 40.63 FEET; THENCE S.23°46'26"E., 7.42 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 66°15'54"; THENCE SOUTHEASTERLY ALONG THE ARC 11.57 FEET; THENCE N.89°57'40"E., 172.38 FEET TO THE EASTERLY LINE OF LOT 1; THENCE ALONG SAID EASTERLY LINE S.47°57'37"W., 29.89 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID SOUTH LINE S.89°57'40"W., 150.17 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 66°15'54"; THENCE NORTHWESTERLY ALONG THE ARC 34.70 FEET; THENCE N.23°46'26"W., 7.42 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 66°31'01"; THENCE NORTHWESTERLY ALONG THE ARC 17.41 FEET; THENCE S.89°42'33"W., 4.75 FEET TO THE POINT OF BEGINNING. CONTAINING 21,336 SQ. FT. OR 0.490 ACRES, MORE OR LESS.

ALSO SUBJECT TO PRIVATE WATER SERVICE UTILITY EASEMENT OVER A PORTION OF THE ABOVE DESCRIBED RECIPROCAL ACCESS AND PARKING EASEMENT FOR THE BENEFIT OF LOT 2 OF SAID 10TH EAST SENIOR CENTER P.U.D., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 1000 EAST STREET, WHICH POINT LIES S. 00°00'46" E., 463.61 FEET ALONG THE 1000 EAST MONUMENT LINE, AND N. 89°59'14" E., 68.43 FEET FROM THE FOUND SALT LAKE CITY BRASS CAP MONUMENT AT THE INTERSECTION OF 300 SOUTH STREET AND 1000 EAST STREET; AND RUNNING THENCE ALONG SAID EAST RIGHT OF WAY LINE N.00°00'07"E., 20.00 FEET; THENCE N.89°42'33"E., 4.65 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 66°31'01"; THENCE SOUTHEASTERLY ALONG THE ARC 40.63 FEET; THENCE S.23°46'26"E., 7.42 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 66°15'54"; THENCE SOUTHEASTERLY ALONG THE ARC 11.57 FEET; THENCE N.89°57'40"E., 172.38 FEET TO THE EASTERLY LINE OF LOT 1; THENCE ALONG SAID EASTERLY LINE S.47°57'37"W., 29.89 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID SOUTH LINE S.89°57'40"W., 150.17 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 66°15'54"; THENCE NORTHWESTERLY ALONG THE ARC 34.70 FEET; THENCE N.23°46'26"W., 7.42 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 66°31'01"; THENCE NORTHWESTERLY ALONG THE ARC 17.41 FEET; THENCE S.89°42'33"W., 4.75 FEET TO THE POINT OF BEGINNING. CONTAINING 4,511 SQ. FT. OR 0.104 ACRES, MORE OR LESS.

RECIPROCAL ACCESS AND PARKING EASEMENT AFFECTING LOT 2

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT 2, WHICH POINT LIES N.00°00'46"W., 239.06 FEET ALONG THE 1000 EAST MONUMENT LINE, AND N.89°59'14"E., 248.12 FEET FROM THE FOUND SALT LAKE CITY BRASS CAP MONUMENT AT THE INTERSECTION OF 300 SOUTH STREET AND 1000 EAST STREET; AND RUNNING THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWO COURSES: N.89°57'40"E., 19.49 FEET; THENCE N.47°57'37"E., 135.84 FEET; THENCE DEPARTING SAID NORTH LINE S.51°26'22"E., 20.78 FEET; THENCE S.47°57'37"W., 147.67 FEET; THENCE N.52°15'45"W., 34.09 FEET TO THE POINT OF BEGINNING. CONTAINING 3,110 SQ. FT. OR 0.071 ACRES, MORE OR LESS.



LEGEND	
	FOUND BRASS CAP MONUMENT
	SET 1/2" REBAR W/YELLOW PLASTIC CAP MARKED STANLEY CONSULTANTS, INC. OR AS NOTED
	SLC CORP. STREET MONUMENT LINE
	COMPOSITE BOUNDARY (LOT CONSOLIDATION)
	LOT 1-RECIPROCAL ACCESS AND PARKING EASEMENT
	LOT 2-RECIPROCAL ACCESS AND PARKING EASEMENT
	LOT 1-PRIVATE WATER SERVICE UTILITY EASEMENT

Q:\0-Utah Resources\4 - Survey ROW\2 - Survey ROW\2 - Projects\10th East Senior Center\10th East Senior Center Preliminary Plat sht. 2 of 2.dwg

Stanley Consultants Inc.
383 WEST VINE STREET, SUITE 400, MURRAY, UTAH 84123
www.stanleygroup.com

LOCATED IN PORTIONS OF LOTS 3, 4, 7, 8, BLOCK 28, PLAT "F"
SALT LAKE CITY SURVEY, SALT LAKE CITY, UTAH
BEING A PART OF THE NORTHEAST QUARTER OF SECTION 5,
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SALT LAKE CITY CORPORATION
COMMUNITY & ECONOMIC DEVELOPMENT
451 SOUTH STATE ST., ROOM 401 SALT
LAKE CITY, UTAH

10TH EAST SENIOR CENTER P.U.D. EASEMENT DETAIL SHEET			
DESIGNED	ROB	SCALE:	1"=30'
DRAWN	AV	NO.	2 of 2
CHECKED	ROB	DATE OF SURVEY:	MARCH 1, 2016
APPROVED	CRY		
STANLEY JOB NO.	25307.05		
DATE OF SURVEY:	MARCH 1, 2016		
NO.	REVISIONS	DWN	APVD
			DATE

ATTACHMENT C: PROPERTY PHOTOGRAPHS



View of Park property



View of senior center from 1000 East

ATTACHMENT D: PREVIOUS STAFF REPORT AND MINUTES



Staff Report

PLANNING DIVISION
COMMUNITY & ECONOMIC DEVELOPMENT

To: Salt Lake City Planning Commission
From: Chris Lee, 801-535-7706, christopher.lee@slcgov.com
Date: February 18, 2016
Re: PLNPCM2016-00049, PLNPCM2016-00050, PLNPCM2016-00051, PLNPCM2016-00052:
Surplus Property Exchange of various parcels from Salt Lake City to Salt Lake County

Surplus Property Exchange

PROPERTY ADDRESSES: 610 S 200 E, 868 W 900 S, 237 S 1000 E, 251 E 700 S (All addresses are approximations. Subject parcels may have multiple recognized addresses.)

PARCEL ID NUMBERS: 610 S 200 E: 16-06-382-001; **868 W 900 S:** 15-11-254-001, 15-11-254-017; **237 S 1000 E:** 16-05-252-019, 16-05-254-001, 16-05-254-002 (portion); **251 E 700 S:** 16-07-127-012, 16-07-127-013, 16-07-127-016, 16-07-127-017, 16-07-127-018, 16-07-127-019, 16-07-127-020, 16-07-127-021, 16-07-127-022, 16-07-127-023, 16-07-127-024, 16-07-127-025

REQUEST: Salt Lake City is seeking to convey several significant parcels of real estate located at approximately 610 S 200 E, 868 W 900 S, 237 S 1000 E, and 251 E 700 S to Salt Lake County, pursuant to Municipal Code section 2.58.040. This is part of the Interlocal Cooperation Agreement between Salt Lake City and Salt Lake County dated December 22, 2015 (Attachment D). As consideration for this Agreement, the City Properties shall be exchanged for County Properties. Appraisals for each property have been obtained and reviewed and an analysis of the value of the terminating existing leases has been conducted to determine the aggregate value. Specific information for each property is provided in the Project Description section.

RECOMMENDATION: Based on the information in this staff report, Planning Staff recommends that the Planning Commission forward a recommendation of approval to the City Administration to exchange the property with Salt Lake County in a manner consistent with section 2.58 of the Salt Lake City Code.

The following motion is provided in support of the recommendation:

Regarding the file numbers identified in the staff report and based on the findings and analysis in the staff report, testimony, and discussion at the public hearing, I move that the Planning Commission transmit a favorable recommendation to the City Administration to exchange the properties identified in this staff report with Salt Lake County in a manner consistent with section 2.58 of the Salt Lake City Code.

ATTACHMENTS:

A. [ANALYSIS OF STANDARDS](#)

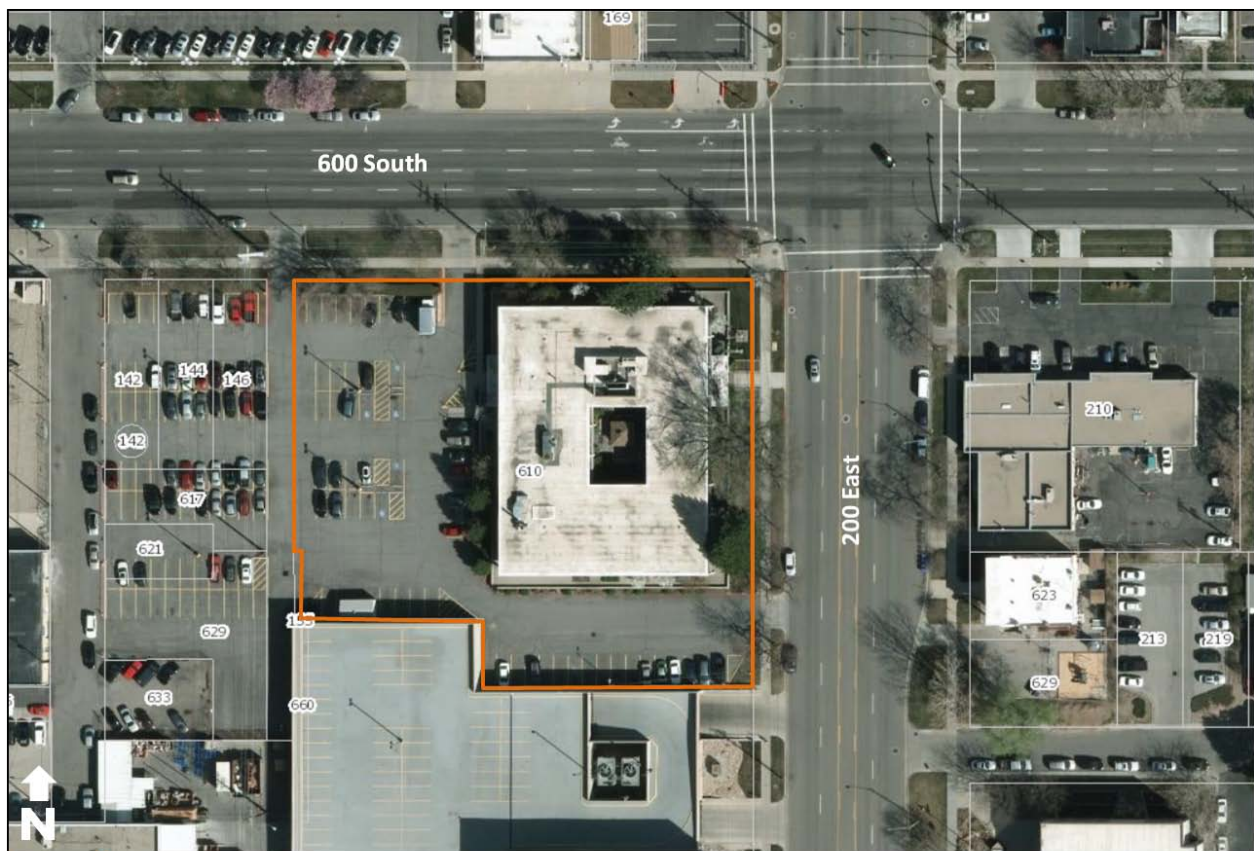
- B. [PUBLIC PROCESS AND COMMENTS](#)
- C. [DEPARTMENT REVIEW COMMENTS](#)
- D. [INTERLOCAL AGREEMENT](#)
- E. [NOTICE](#)
- F. [MOTIONS](#)

PROJECT DESCRIPTIONS:

PLNPCM2016-00049 - 610 S 200 E (Salt Lake Valley Health Department)

Salt Lake City is seeking to convey a significant parcel of real estate located at approximately 610 S 200 E to Salt Lake County, pursuant to Municipal Code section 2.58.040. The property consists of 1.54 acres and has one building that is utilized as the Salt Lake Valley Health Department which is managed by Salt Lake County. The Interlocal Cooperation Agreement stipulates that the current use on site must continue for at least 10 years without change. There is only one parcel at this site. Any and all easements existing on the site will be retained with the exchange. The property is located in a D-2 zoning district (Downtown Support) in Council District 4, represented by Derek Kitchen.

The county has plans to rebuild the health facility on the site. They report that they will be applying for the building permits from the City prior to the property exchange. We recommend that the new structure be placed close to the street to facility public interaction. Entrances and doors should be facing the sidewalk with vehicle parking located to the rear and/or side of the building.



 Subject Property

PLNPCM2016-00050 - 868 W 900 S (Sunday Anderson Senior Center)

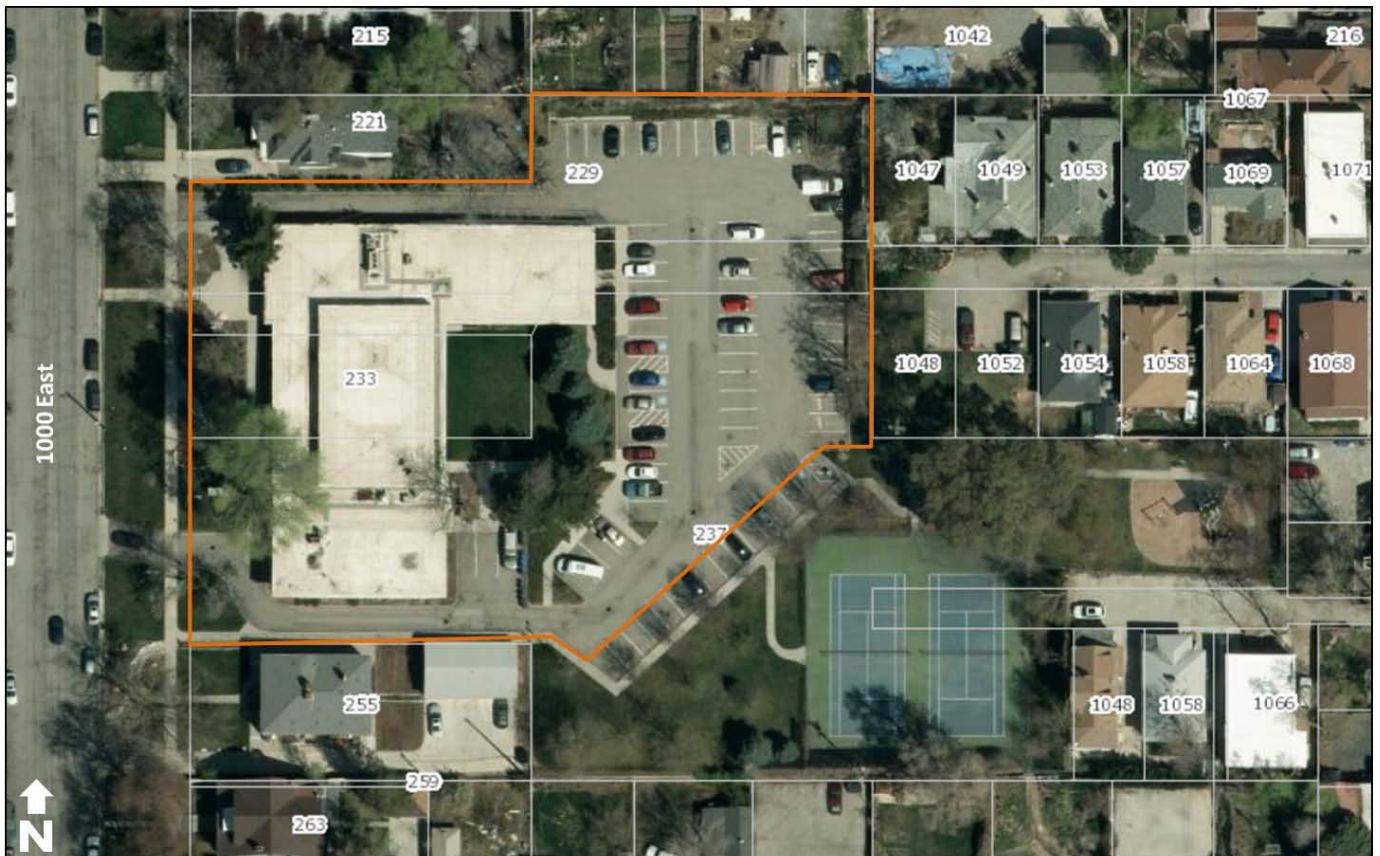
Salt Lake City is seeking to convey a significant parcel of real estate located at approximately 868 W 900 S to Salt Lake County, pursuant to Municipal Code section 2.58.040. The property consists of 1.41 acres and has one building that is utilized as the Sunday Anderson Senior Center which is managed by Salt Lake County. The Interlocal Cooperation Agreement stipulates that the current use on site must continue for at least 10 years without change. The site is composed of two separate parcels. Any and all easements existing on the site will be retained with the exchange. The property is located in a R-1/5000 zoning district (Single Family) in Council District 2, represented by Andrew Johnston.



 Subject Properties

PLNPCM2016-00051 - 237 S 1000 E (10th E Senior Center)

Salt Lake City is seeking to convey a significant parcel of real estate located at approximately 237 S 1000 E to Salt Lake County, pursuant to Municipal Code section 2.58.040. The property consists of 1.68 acres and has one building that is utilized as the 10th East Senior Center which is managed by Salt Lake County. The Interlocal Cooperation Agreement stipulates that the current use on site must continue for at least 10 years without change. The site is composed of three parcels. A small green space known as Victory Park is located on the southernmost parcel known by tax identification number 16-05-254-002. Victory Park is to be retained by the City and a separate subdivision application is currently in process to facilitate the division of that parcel. Any and all easements existing on the site will be retained with the exchange. The property is located in a R-2 zoning district (Single and Two Family Residential) in Council District 4, represented by Derek Kitchen.



 Subject Properties

PLNPCM2016-00052 - 251 E 700 S (Liberty Senior Center)

Salt Lake City is seeking to convey a significant parcel of real estate located at approximately 251 E. 700 S to Salt Lake County, pursuant to Municipal Code section 2.58.040. The property consists of 1.37 acres and has one building that is utilized as the Liberty Senior Center. The Interlocal Cooperation Agreement stipulates that the current use on site must continue for at least 10 years without change. The site is composed of twelve parcels. Any and all easements existing on the site will be retained with the exchange. Tauffer Park is located to the east of the subject parcels and will be retained by Salt Lake City. The property is located in a RMF-75 zoning district (High Density Multi-Family Residential) in Council District 4, represented by Derek Kitchen.



 Subject Properties

ATTACHMENT A: ANALYSIS OF STANDARDS

2.58.040: STANDARDS FOR SALE, TRADE, LEASE, AND CONVEYANCE OR REAL PROPERTY

Factor	Finding	Rationale
<p>1. A significant parcel of real property owned by the city or any significant legal interest therein shall not be sold, traded, leased or otherwise conveyed or encumbered until the city has provided reasonable notice to all interested parties and held at least one public hearing on the proposed conveyance as set forth herein.</p>	<p>Complies</p>	<p>Notices were sent to all abutting neighbors on 2/11/16. Additionally, the notice was posted on the City website and delivered to local newspapers on 2/11/16. A public hearing before the Planning Commission will be held on 2/24/16. (see attachment E for a copy of the notice)</p>
<p>2. Reasonable notice of the proposed conveyance shall include the following:</p> <ol style="list-style-type: none"> 1. Notice of the proposed conveyance shall be mailed to all abutting property owners. 2. Notice of the proposed conveyance shall be delivered to the office of the city council, posted in the office of the city recorder, delivered to a local media representative, and posted on the city's website. 	<p>Complies</p>	<p>Notices were mailed to all abutting property owners, delivered to the Office of the City Council, posted in the City Recorder's office, delivered to local media, and posted on the City website on 2/11/16. (see attachment E for a copy of the notice)</p>
<p>3. No significant parcel of city owned real property identified in section 2.58.035, including table 2.58.035D, of this chapter may be conveyed until after a public hearing has been held before one or more of the following as may be applicable: the planning commission, the airport board, the public utilities advisory committee, the golf enterprise fund advisory board, or the parks, natural lands, trails, and urban forestry advisory board.</p>	<p>Complies</p>	<p>The public hearing is scheduled before the Planning Commission on 2/24/16.</p>
<p>4. In addition to the public</p>	<p>Complies</p>	<p>The City Council received notice of</p>

<p>hearing required above, the city council may also request a public hearing before the conveyance of the property. Any request for a hearing before the city council must be delivered to the office of the mayor no less than fifteen (15) days after delivery of the notice to the office of the city council pursuant to subsection B2 of this section. If no request for a hearing is made within that time period, the city council shall be deemed to have waived any right to request a hearing.</p> <p>If a written call for hearing has been made by the city council, the mayor or his or her designee shall attend the hearing to hear and consider comments upon proposals to convey the property specified in the notice. The hearing shall take place before, after or in conjunction with a regularly scheduled city council meeting, as determined by the mayor.</p>		<p>these applications on 2/11/16. There has not been a public hearing requested by that body as of yet.</p>
<p>Any notice of a proposed conveyance of a significant parcel of city owned real property shall specify the following:</p> <ol style="list-style-type: none"> 1. A description of the property to be conveyed or encumbered; 2. The nature of the proposed conveyance or encumbrance, whether the property is to be sold, traded or encumbered, including the nature of the conveyance if the property is to be sold, or if a trade or lease of property is contemplated, a brief summary of the proposed transaction; 3. Persons to whom interests are to be conveyed; 4. Any consideration tendered; 5. The name of the person, department or entity requesting such action; 6. The basis upon which the value of the interest has been determined by the city; 7. The date, time and location of 	<p>Complies</p>	<p>All standards were met when notices were sent. Please see copies of the notices in Attachment E.</p>

<p>the public hearing to be held before the planning commission, airport board, public utilities advisory committee, golf enterprise fund advisory board, or parks, natural lands, trails, and urban forestry advisory board, as applicable. The notice shall further state that interested persons may appear and comment upon the proposal.</p>		
<p>The conveyance or encumbrance of a significant parcel of real property of the city may be finalized:</p> <ol style="list-style-type: none"> 1. By the mayor, at his/her discretion following notice and any public hearings required by this section; or 2. By the mayor, if the transfer is revocable and the mayor has determined that an unanticipated combination of facts and conditions of pressing necessity has emerged that requires that action be taken before a city council hearing. Such conditions shall not be deemed to arise unless it appears that delay from the notice or a city council hearing would produce: <ol style="list-style-type: none"> a. Great or irreparable injury to persons seeking the conveyance or encumbrance, with negligible impact upon city interests; b. Serious detriment to the social or economic interest of the community as whole; or 3. Substantial economic loss to the city. 	<p>Undetermined</p>	<p>The finalization phase has not yet occurred.</p>
<p>Any decision by the mayor to forego the city council hearing provisions of this section shall be made in writing to the city council, stating the specific reasons upon which the decision was based.</p>	<p>Undetermined</p>	<p>Planning staff has no knowledge of this having occurred in regards to this application.</p>

<p>The following shall be exempt from the mandatory procedures of this section:</p> <ol style="list-style-type: none"> 1. The leasing of existing buildings, infrastructure, or facilities; 2. Special events lasting less than twenty one (21) days; 3. The leasing of recreation areas in accordance with their intended use; 4. The selling of burial rights in the Salt Lake City Cemetery; and 5. The granting of easements or other rights that service the property, including grants in connection with utilities or safety equipment such as traffic signal poles. Any such easement or use right must be primarily for the benefit of the city. With respect to open space land under chapter 2.90 of this title, such easement or use right may be granted only with the approval of the city's open space lands manager. (Ord. 50-15, 2015) 	<p>Not Applicable</p>	<p>None of the subject properties are exempt from the mandatory procedures.</p>
<p>NOTES:</p>		

ATTACHMENT B: PUBLIC PROCESS AND COMMENTS

Public Notice, Meetings, Comments

The following is a list of public meetings, notices, and input for the proposed property exchanges:

Notice of the public hearing for the proposal included:

Public hearing notice delivered to the office of the City Council and posted in office of the City Recorder on February 10, 2016

Public hearing notice posted on City and State websites and Planning Division list serve, mailers sent to all properties within 300 feet of the subject parcels, and delivered to a local media representative on February 11, 2016.

Public hearing notice published in the newspaper on February 13, 2016.

Public Input:

Public comments have been limited. Four phone calls and one email have been received. All were seeking more information and none were opposed to the exchanges.

ATTACHMENT C: DEPARTMENT REVIEW COMMENTS

Engineering

No comments.

Zoning (Greg Mikolash)

“No zoning related issues.”

Transportation

No comments.

Public Utilities (Jason Draper)

“All properties. Any site or building improvements will need to be approved by SLC Public Utilities through the building permit process.

610 S 200 E – The map is not really clear about the properties to be included. There is a public sewer main in the Edison street right of way. This cannot be transferred without purchase or easement by the new property owner.

868 W 900 S – There is a public sewer main in the alley right of way that cannot be transferred without purchase or easement by the new property owner.

237 S 1000 E – No issues

251 E 700 S – There are multiple sewer laterals that will need to be capped with any new site or building construction.”

Fire

No comments.

Sustainability

No comments.

Police

No comments.

ATTACHMENT D: INTERLOCAL AGREEMENT

Salt Lake City Corporation Contract Activation

Contract Nbr: 15 1 16 8514 Status: A City Wide: N

Title: INTERLOCAL COOPERATION AGREEMENT

Vendor 10410 SALT LAKE COUNTY

Dept Contact: LINDSAY ROSS 801-535-7788

Starts: Ends:

Term: Units:

Limit: \$0.00

Contract Activation was successful.

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective _____, 2015 ("*Effective Date*"), by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah ("*County*"), and **SALT LAKE CITY CORPORATION**, a Utah municipal corporation and political subdivision of the State of Utah (the "*City*"). The County and the City are individually referred to herein sometimes as a "*Party*" and collectively as the "*Parties*."

RECITALS:

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the "*Act*") provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. The County and the City are public agencies for purposes of the Act.

D. The County owns several parcels of real property identified in the table attached hereto as Exhibit A (the "*County Property*"). The County has a leasehold interest in several other parcels of real property owned by the City identified in the table attached hereto as Exhibit B (the "*County Leases*"), including a leasehold interest in real property identified as the "*City and County Building First Floor*". The County Property is individually defined as the "*Raging Waters Parcel*" and the "*Lambs Canyon Parcel*".

E. The City owns several parcels of real property identified in the table attached hereto as Exhibit C (the "*City Property*"). The City has a leasehold interest in several other parcels of real property owned by the County identified in the table attached hereto as Exhibit D (the "*City Leases*"). The City Property is individually defined as the "*Mick Riley Golf Course Parcel*"; the "*Health Department Parcel*"; the "*Tenth East Senior Center Parcel*"; the "*Liberty Senior Center Parcel*"; and the "*Sunday Anderson Senior Center Parcel*".

F. The value of the County Property and the County Leases is essentially equivalent to the value of the City Property and the City Leases.

G. The County Property and the City Property are individually referred to herein sometimes as a "*Parcel*" and collectively as the "*Parcels*." The County Leases and the City Leases are collectively referred to as the "*Leases*."

H. The County and the City would like to exchange title to the Parcels and terminate the Leases so that the County will own the City Property and the City will own the County Property.

I. The Parties, wishing to memorialize their arrangement for the exchange of title to the County Property for title to the City Property and for the termination of the Leases, enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Conveyance.**

(a) Upon the terms and subject to the conditions and contingencies set forth herein, the County hereby agrees to convey the County Property identified in Exhibit A to the City, free and clear of financial encumbrances and subject only to the Permitted Exceptions (defined below).

(b) Upon the terms and subject to the conditions and contingencies set forth herein, the City hereby agrees to convey the City Property identified in Exhibit C to the County, free and clear of financial encumbrances and subject only to the Permitted Exceptions.

(c) Provided that all other closing conditions are met and no later than ninety (90) days after the Effective Date, the Parties will hold a closing at which County will convey to the City the Raging Waters Parcel and the Lambs Canyon Parcel, in exchange for the City's conveyance to the County of the Health Department Parcel ("*First Closing*").

(d) At the First Closing, the following actions shall occur:

(i) The following Leases identified in Exhibits B and D will immediately terminate:

(A) Lease Agreement dated March 7, 1973 between Salt Lake City Corporation and Salt Lake County, as modified and amended ("*Raging Waters Lease*").

(B) Inter-local Co-operation Agreement and Lease dated June 24, 1971 between Salt Lake City and Salt Lake County ("*Health Department Building Lease*").

(ii) The Parties shall jointly execute a Notice of Lease Termination ("*Lease Termination*"), a form of which is attached hereto as Exhibit E and incorporated herein, expressly terminating the Raging Waters Lease and the Health Department Lease.

(iii) The County shall deliver or cause to be conveyed to the City a special warranty deed ("*Deed*"), a form of which is attached hereto as Exhibit F and incorporated herein, for the Raging Waters Parcel and the Lambs Canyon Parcel, and City shall deliver or cause to be conveyed to the County a Deed for the Health Department Parcel.

(A) The Deed from the City conveying the Health Department Parcel to the County shall include a restriction for a term of twenty (20) years requiring the County to continue to operate health department services at the same or better level of service to City and County citizens at the Health Department Parcel following construction of a new health department building on that parcel or, in the event that the County decides to utilize a different site to serve the

same population that currently uses the health department, the County shall seek and obtain the City's written consent prior to moving the services to the new site. The Parties understand that health department services may not be provided at the Health Department Parcel during construction of the new building.

(B) The Deed from the County conveying the Lambs Canyon Parcel to the City shall include a perpetual restriction requiring the Lambs Canyon Parcel to be used solely for watershed purposes or as open space, and in the event the City ceases using any portion of the Lambs Canyon Parcel for watershed purpose or as open space, the entire Lambs Canyon Parcel will revert to the County.

(C) The Raging Waters Parcel was purchased using funds obtained from the Federal Land & Water Conservation Fund. The Deed from the County conveying the Raging Waters Parcel to the City shall include a perpetual restriction requiring the Raging Waters Parcel to be used perpetually for public outdoor recreation uses, and in the event the City ceases using the Raging Waters Parcel for public outdoor recreation uses, the entire Raging Waters Parcel will revert to the County.

(e) Within fifteen (15) days of completion of the Second Closing Contingencies (defined below) and provided that all other closing conditions are met, the Parties shall hold a closing at which the County will release its leasehold interest in the City and County Building First Floor and terminate the sublease of that leasehold interest to the City, in exchange for the City's conveyance to the County of the Mick Riley Golf Course Parcel, the Tenth East Senior Center Parcel, the Liberty Senior Center Parcel, and the Sunday Anderson Senior Center Parcel ("*Second Closing*").

(f) At the Second Closing, the following actions shall occur:

(i) The following Leases identified in Exhibits B and D will immediately terminate:

(A) City and County Building Lease dated June 17, 1986, between Salt Lake City Corporation and Salt Lake County, as amended ("*City and County Building Lease*").

(B) Agreement between Salt Lake City and Salt Lake County for the Lease of Certain Space Within the City and County Building dated September 3, 2002 ("*City and County Building Sublease*").

(C) Lease Agreement by and between Salt Lake City Corporation and Salt Lake County dated December 27, 2000, for the Westside Senior Citizens Center ("*Sunday Anderson Center Lease*").

(D) Lease Agreement by and between Salt Lake City Corporation and Salt Lake County dated December 27, 2000, for the Central City Senior Citizens Center ("*Liberty Center Lease*").

(E) Lease Agreement between Salt Lake City Corporation and Salt Lake County dated December 27, 2000, for the Tenth East Senior Citizens Center ("*Tenth East Center Lease*").

(F) Lease Agreement dated August 18, 2013, between Salt Lake City Corporation and Salt Lake County for portions of the Mick Riley Golf Course (“*Mick Riley Golf Course Lease*”).

(ii) The Parties shall jointly execute a Lease Termination expressly terminating the City and County Building Lease, the City and County Building Sublease, the Sunday Anderson Center Lease, the Liberty Center Lease, the Tenth East Center Lease, and the Mick Riley Golf Course Lease.

(iii) The City shall deliver or cause to be conveyed to the County a Deed for the Sunday Anderson Senior Center Parcel, the Liberty Senior Center Parcel, the Tenth East Senior Center Parcel, and the Mick Riley Golf Course Parcel.

(A) The Deed conveying the Tenth East Senior Center Parcel to the County shall include a restriction for a term of ten (10) years requiring the County to continue to serve the same population that currently uses the Tenth East Senior Center at the same or better level of service either at the Tenth East Senior Center Parcel or another facility that meets the needs of the community. In the event that the County decides during the ten year term to utilize a different site to serve the same population that currently uses the Tenth East Senior Center Parcel, the County shall seek and obtain the City’s written consent prior to moving the services to the new site. Immediately upon recording the Deed conveying the Tenth East Senior Center, the Parties shall record the Victory Park Access Easement, as defined in Section 8(d)(i)(b).

(B) The Deed conveying the Liberty Senior Center Parcel to the County shall include a restriction for a term of ten (10) years requiring the County to continue to serve the same population that currently uses the Liberty Senior Center at the same or better level of service, either at the Liberty Senior Center Parcel or another facility that meets the needs of the community. In the event that the County decides during the ten year term to utilize a different site to serve the same population that currently uses the Liberty Senior Center Parcel, the County shall seek and obtain the City’s written consent prior to moving the services to the new site.

(C) In the event that the County does not use the Sunday Anderson Senior Center Parcel or any portion thereof for a public purpose and designates the unused Sunday Anderson Senior Center Parcel or any portion thereof as surplus property (“Unused Property”) to be marketed and sold to any private entity for non-public purposes, the County shall, prior to advertising the Unused Property on the open market, give the City written notice of the County’s intention to sell the Unused Property. The City shall then have the option for thirty (30) days after receipt of such notice (“the Option”) within which to elect to purchase the Unused Property at a price equal to its fair market value (the “Option Price”) established by a qualified appraiser (with an MAI designation) acceptable to both Parties, with each Party paying an equal share of the selected appraiser’s fee. If the City elects to purchase the Unused Property for the Option Price pursuant to the Option herein granted, it shall give written notice of such election to the County within the thirty (30) day period provided herein. The closing of the City’s purchase of the Unused Property for the Option Price as contemplated herein shall take place at a time, date, and place agreeable to both Parties, but in no event shall the closing date be later than 90 days from the date the City exercised the Option. If the City does not exercise the Option within the exercise period granted herein or exercises the Option

but does not close within 90 days after exercising the Option, the Option will automatically terminate and neither Party will have any further obligation to the other regarding the Sunday Anderson Senior Center Parcel. Notwithstanding the forgoing, the County shall have the right to sell, lease, transfer, or otherwise convey all or a portion the Sunday Anderson Senior Center Parcel to any governmental entity for any public purpose without triggering the Option, and the Option shall terminate as to that portion of the Property that is thus conveyed. This Option shall terminate on the earlier to occur of: (1) the date that is ten years from the date closing occurs for the County's acquisition of the Sunday Anderson Senior Center Parcel or (2) as expressly provided herein. The City may not assign its interest under the Option without the express written consent of the County. The Option shall survive closing and shall be recorded against the Sunday Anderson Senior Center Parcel by a separate instrument, the proposed form of which is attached hereto as Exhibit G.

(D) The Deed conveying the Mick Riley Golf Course Parcel shall include a perpetual restriction requiring the Mick Riley Golf Course Parcel to be used by the County or its successors in interest solely as open space or a golf course (the "*Mick Riley Deed Restriction*"), and in the event the County ceases using any portion of the Mick Riley Golf Course Parcel as open space or golf course, except as provided in Subsection 8(d)(iii)(C) below, the entire Mick Riley Golf Course Parcel will revert to the City. The Deed for the Mick Riley Golf Course Parcel will also include language reserving the Mick Riley Retained Easement as defined in Subsection 8(d)(iii)(D) below for the benefit of the City.

(E) The City will also convey to the County, pursuant to a quitclaim deed, any and all of its interest in (a) that portion of the street known as Norris Place that traverses the Tenth East Senior Center Parcel to the extent that it is a private street and; (b) that portion of the alley that traverses the Liberty Senior Center Parcel to the extent that it is a private alley.

Section 2. **Consideration.** The Parties have each obtained and reviewed appraisals for the Parcels and estimates of value for the Leases (if applicable) and although these values are somewhat different, the Parties hereby agree that the total value of the County Property together with the estimate of value for the termination of the City Leases is essentially equivalent to the total value of the City Property together with the termination of the County Leases. As consideration for this Agreement, the County Property shall be exchanged for the City Property and the Parties shall terminate the Leases as provided herein and no other consideration shall be required for the exchange.

Section 3. **Closing.** The First Closing and the Second Closing (sometimes collectively called a "*Closing*") shall be consummated by First American Title Insurance Company, National Commercial Services, Attn: Aaron C. Hansen, 215 South State Street, Suite 380, Salt Lake City, Utah 84111 ("*Escrow Agent*"). At a Closing, City and County agree to deliver possession of each of its respective Parcels, free of any right of possession or claim to right of possession by any third party. Until a Closing occurs, the risk of loss to a Parcel shall be borne solely by the Party owning such Parcel. Real property taxes and assessments relating to the Parcels shall be prorated as of a Closing. Each Party shall be responsible for and shall promptly pay all charges with respect to its Parcels attributable to the period up to and including a Closing. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the closing costs charged by the Escrow Agent.

Section 4. **Escrow Agent.** Upon the execution of this Agreement, the Parties shall establish an escrow with the Escrow Agent for the purpose of consummating the Exchange, by executing, if required by the Escrow Agent, the Escrow Agent's standard escrow instructions. If standard escrow instructions are not required by the Escrow Agent, this Agreement shall serve as Escrow Agent's instructions. If standard escrow instructions are required by the Escrow Agent and there is any inconsistency between the standard escrow instructions and this Agreement, this Agreement shall control. Each Closing shall be consummated through the Escrow Agent's escrow. In addition to the Deeds, Lease Terminations, and other instruments contemplated to be delivered at a Closing pursuant to this Agreement, the Parties shall each also execute and deliver such documents as are usual, customary and/or necessary for commercial real estate closings.

Section 5. **Title.** The conveying party ("*Grantor Party*") shall deliver or cause to be delivered to the receiving party ("*Grantee Party*"), at no expense to the Grantee Party, within fifteen (15) days of the Effective Date of this Agreement, a title insurance commitment ("*Title Commitment*") prepared by the Escrow Agent covering the Grantor Party's Parcels, committing to issue to the Grantee Party, upon the recording of the respective Deeds, a standard owner's policy of title insurance in an amount reasonably established by the Grantee Party. Each such title policy shall insure the Grantee Party's fee simple title to the respective Parcels, subject only to the Permitted Exceptions (defined below). Copies of all instruments and documents referred to in the Title Commitment shall be provided with the Title Commitment. Each Grantee Party will have sixty (60) days after receipt of the Title Commitment to review the status of the title ("*Title Review Period*"). If the Grantee Party has not given notice of objections within the Title Review Period, the Grantee Party will be deemed to have consented to the status of title to the respective Parcels. If, within the Title Review Period, the Grantee Party gives notice of objections to a title exception, the Grantor Party shall attempt in good faith to cure such objection. Notwithstanding anything in this Agreement to the contrary, each Grantee Party acknowledges and agrees that the Grantor Party shall have no obligation to cure any objection or defect to title. If a Grantee Party's objections are not cured by the Grantor Party within thirty (30) days from receipt of notice of the objection, the Grantee Party may either waive such title objections and proceed to, and complete, Closing or terminate this Agreement by delivering written notice to the other Party. All exceptions listed on each Title Commitment which are not objected to by the Grantee Party are referred to herein collectively as the "*Permitted Exceptions*." Notwithstanding any other provision of this Agreement, the Permitted Exceptions shall not include, and each Grantor Party shall convey and warrant the respective Parcel to the Grantee Party free and clear of, any lien or encumbrance on the respective Parcel that secures the payment of money, or that may be removed or satisfied by the payment of money, but not including the lien of taxes or assessments not yet due or payable as of the Closing.

The Grantor Party shall pay the cost of a standard owner's policy of title insurance obtained on the Parcels it is conveying. The Grantee Party shall be responsible for the cost of any endorsements it requires above the cost of a standard policy.

Section 6. **Disclosures.** No later than fifteen (15) calendar days after the Effective Date of this Agreement, the Grantor Party will deliver to the Grantee Party the following documents to the extent the same are in the Grantor Party's possession or control: (a) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Parcels after Closing; and (b) copies of any environmental assessments, reports, site plans, or other documents in

the Grantor Party's possession or control.

Section 7. **Inspection Review.** The Grantee Party will have an inspection period (the "*Inspection Period*") of up to sixty (60) days from the Effective Date of this Agreement in which to investigate the Grantor Party's Parcels. During the Inspection Period, the Grantee Party may, in its sole discretion, cancel the Agreement at any time for any reason by delivery of written notice to the Grantor Party. The Grantee Party and its representatives, consultants and contractors shall at all times have the privilege, opportunity and right of entering upon the Grantor Party's Parcels in order to inspect and examine the same and perform boundary, topographic and like surveys and inspections, as well as other tests and inspections (including, without limitation, geotechnical and environmental tests, studies and examinations, soil tests, borings, percolation tests and other tests needed to determine surface, subsurface and topographic conditions). If a Grantee Party desires to perform invasive sampling and testing of the soil or groundwater in regard to an environmental site assessment, such Party must first obtain the Grantor Party's written approval for the scope of work. A Grantee Party's written sampling plan must be approved by the Grantor Party, and Grantor Party's representative shall have the right to accompany the Grantee Party upon entry onto the applicable Parcels. All studies and environmental tests shall be performed at the sole cost and expense of the Grantee Party and shall be performed so as to prevent any damage to the Parcels and not interfere with the Grantor Party's use thereof. Each Party agrees any approval or consent hereunder shall not be unreasonably withheld, delayed or conditioned. Each Grantee Party further agrees to indemnify and hold the Grantor Party harmless from and against any and all claims, liabilities, or expenses of any nature whatsoever arising out of the Grantee Party's entry and activities on the Grantor Party's Parcels provided; however, that the Grantee Party shall have no liability or responsibility related to (a) preexisting contamination not otherwise aggravated by the Grantee Party, or (b) conditions or for any cause of action, expense, damage, liability, claim or injury arising from the negligence or intentional act of the Grantor Party.

Section 8. **General Conditions to Closing; First and Second Closing Contingencies.**

(a) **General County Closing Conditions.** Notwithstanding anything in this Agreement to the contrary and in addition to any other conditions in favor of the County, the County's obligation to close under this Agreement shall be subject to the satisfaction (or waiver by the County in writing) of the following conditions and contingencies ("*County Closing Conditions*") on and as of a Closing, or such other date as may be set forth below:

(i) The City shall have delivered to Escrow Agent the original, signed Deed to the City Property being conveyed at that Closing in recordable form and the original, signed Lease Termination for the Leases being terminated at that Closing and shall have otherwise fully complied with all of the obligations and covenants in this Agreement on its part to be performed on or prior to that Closing and there shall be no default on the part of the City hereunder.

(ii) The City shall have delivered to the Escrow Agent such other funds, instruments and documents as may be reasonably requested by the County or Escrow Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to City's prior approval thereof, which approval shall not be unreasonably withheld).

(b) General City Closing Conditions. Notwithstanding anything in this Agreement to the contrary and in addition to any other conditions in favor of the City, the City's obligation to close under this Agreement shall be subject to the satisfaction (or waiver by the City in writing) of the following conditions and contingencies ("*City Closing Conditions*", and together with the County Closing Conditions, the "*General Closing Conditions*") on and as of a Closing, or such other date as may be set forth below:

(i) The County shall have delivered to Escrow Agent the original, signed Deed to the County Property being conveyed at that Closing in recordable form and the original, signed Lease Termination for the Leases being terminated at that Closing and shall have otherwise fully complied with all of the obligations and covenants in this Agreement on its part to be performed on or prior to that Closing and there shall be no default on the part of the County hereunder.

(ii) The County shall have delivered to the Escrow Agent such other funds, instruments and documents as may be reasonably requested by the City or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to the County's prior approval thereof, which approval shall not be unreasonably withheld).

(c) First Closing Conditions. Notwithstanding anything in this Agreement to the contrary and in addition to the General Closing Conditions, the Parties' obligation to close under this Agreement shall be subject to the satisfaction (or waiver by the Grantee Party in writing) of the following Parcel-specific conditions and contingencies ("*First Closing Conditions*") on and as of the First Closing:

(i) City and County agree to work in good faith to obtain the release of a lien for privilege taxes which are delinquent on the Raging Waters Parcel.

(d) Second Closing Conditions. Notwithstanding anything in this Agreement to the contrary and in addition to the General Closing Conditions, the Parties' obligation to close under this Agreement shall be subject to the satisfaction (or waiver by the Grantee Party in writing) of the following Parcel-specific conditions and contingencies ("*Second Closing Conditions*") on and as of the Second Closing:

(i) Tenth East Senior Center Parcel.

(A) The City shall have obtained approval for and recorded a subdivision plat and obtained any other necessary approvals to subdivide the Tenth East Senior Center Parcel to effectuate the removal of Victory Park from the Tenth East Senior Center Parcel. The Parties agree that Victory Park, including an area where sixteen parking stalls are currently located adjacent to the tennis courts, shall not be included in the Exchange and shall remain in the sole possession and ownership of the City. A map depicting where the boundary between Victory Park and the Tenth East Senior Center Parcel shall be located is attached hereto as Exhibit H. The subdivision plat will also consolidate the various parcels that currently constitute the Tenth East Senior Center Parcel into a single parcel and will vacate any public street and terminate any privately owned street to the extent such streets traverse the Tenth East Senior Center Parcel.

(B) The City and County shall agree to a form of easement under which the County shall grant to the City an easement for parking and public access to Victory Park from the Tenth East Senior Center Parcel parking lot ("*Victory Park Access Easement*").

(ii) Liberty Senior Center Parcel.

(A) The City shall have obtained approval for and recorded all documents necessary for a lot line consolidation which will consolidate the parcels that currently constitute the Liberty Senior Center Parcel into a single parcel and which will terminate any privately owned alley to the extent such alley traverses the Liberty Senior Center Parcel. The Parties agree that Tauffer Park does not constitute a portion of the Liberty Senior Center Parcel and shall not be included in the Exchange but shall remain in the sole possession and ownership of the City.

(iii) Mick Riley Golf Course Parcel.

(A) City and County shall work together to identify any existing encroachments by surrounding properties (each, an "*Existing Encroachment*") and any existing access easements, canals, irrigation ditches, wells, water lines, related facilities, or waterways owned by the City ("*City Retained Uses*").

(B) City shall notify, in writing, with a copy to the County, each surrounding property owner who is utilizing an Existing Encroachment on the Mick Riley Golf Course Parcel of the specific Existing Encroachment. The notification shall include a deadline to remove the Existing Encroachment. The Parties agree that Existing Encroachments that have not been resolved by the date of the Second Closing shall not constitute violations by the County of the Mick Riley Deed Restriction.

(C) If, after the Second Closing, the County decides to convey a portion of the Mick Riley Golf Course affected by an Existing Encroachment (an "*Existing Encroached Parcel*") to an abutting property owner to resolve the Existing Encroachment, County will provide City with written notice of County's intent to convey the Existing Encroached Parcel. Such conveyances shall be subject to the Mick Riley Deed Restriction unless the party acquiring the property reaches an agreement with the City to have the Mick Riley Deed Restriction released. The Parties agree that the conveyance of an Existing Encroached Parcel shall not constitute a violation of the Mick Riley Deed Restriction.

(D) Prior to the Second Closing, the City and County shall agree to the terms and conditions of a perpetual retained easement whereby the County shall grant to the City an easement for (a) all the City Retained Uses on the Mick Riley Golf Course Parcel; and (b) any new wells, related facilities, and water lines on the Mick Riley Golf Course Parcel, in locations to be mutually agreed upon by the City and County (the "*Mick Riley Retained Easement*"). The terms and conditions of the Mick Riley Retained Easement will be retained in the final, recorded Deed for the Mick Riley Golf Course Parcel. The Parties may also record a notice of easement on the Mick Riley Golf Course Parcel separately identifying the Mick Riley Retained Easement terms.

(E) The Deed conveying the Mick Riley Golf Course Parcel to the County shall include the Mick Riley Deed Restriction.

(e) Effect of Failure to Satisfy Conditions. The General Closing Conditions, First Closing Conditions, and Second Closing Conditions are referred to herein collectively as the "*Closing Conditions*". If any Closing Condition is not satisfied as of the date required for such condition, the Party harmed by such failure may at its sole option: (i) terminate this Agreement, or (ii) if the non-satisfaction of any condition is a result of the other Party's failure or inability to perform hereunder, extend the Closing Date until such date as the other Party performs.

Section 9. "As Is" Exchange.

(a) EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE APPLICABLE DEED, THE GRANTEE PARTY IS NOT RELYING, AND HAS NOT RELIED, ON ANY REPRESENTATION, GUARANTEE, WARRANTY OR ACTION OF THE GRANTOR PARTY RELATING TO THE PROPERTY BEING CONVEYED TO THE GRANTEE PARTY, AS APPLICABLE (HEREINAFTER, THE "**CONVEYED PROPERTY**"), AND THE GRANTEE PARTY IS TAKING THE CONVEYED PROPERTY BASED UPON THE GRANTEE PARTY'S OWN INVESTIGATION, INSPECTION, KNOWLEDGE, AND UNDERSTANDING OF THE CONVEYED PROPERTY. EACH GRANTEE PARTY ACKNOWLEDGES THAT IT HAS HAD ADEQUATE TIME AND OPPORTUNITY TO INVESTIGATE THE CONVEYED PROPERTY AS IT DEEMED NECESSARY AND/OR APPROPRIATE.

(b) EACH GRANTEE PARTY HEREBY ACCEPTS THE CONVEYED PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", AND, EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE DEED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND EACH GRANTOR PARTY DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY PREVIOUSLY GIVEN OR OFFERED TO THE GRANTEE PARTY, EXCEPT TO THE EXTENT SUCH REPRESENTATION OR WARRANTY IS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH GRANTOR PARTY PROVIDES NO WARRANTIES, REPRESENTATIONS OR ASSURANCES AS TO THE ENVIRONMENTAL CONDITION OF THE CONVEYED PROPERTY, OR THE CONFORMITY OF THE CONVEYED PROPERTY WITH ANY APPLICABLE LAWS, ORDINANCES, RULES, OR REGULATIONS.

Section 10. Changes during Transaction. Both Parties agree that after executing this Agreement they will not enter into any written contracts, agreements, amendments, encumbrances, or listings, or be a party to any oral understandings or agreements affecting the Parcels, which may become binding upon the other party. In addition, both Parties agree that no changes to any existing leases shall be made (except as provided herein), no new leases entered into, and no alterations or improvements to the Parcels shall be made or undertaken without the written consent of the other Party.

Section 11. Agency Disclosure. By signing this Agreement, the County and the City each represent and warrant to the other party that it is not represented by a real estate broker and neither the County nor the City is obligated to pay any real estate commission in this transaction.

Section 12. Duration and Termination. This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The Parties

intend that the respective Closings for the exchange of the County Property and the City Property shall be accomplished promptly, as provided herein. Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 13. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(b) Joint Board. As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's Mayor or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and the City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) Manner of Acquiring, Holding or Disposing of Property. The Parcels shall be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

Section 14. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) Time of Essence. Time is the essence in this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at the following addresses:

COUNTY:

Salt Lake County Real Estate Section
2001 South State Street, #S3-120
Salt Lake City, Utah 84114-4575
(385) 468-0373
Attn: Lee Colvin
Email: lcolvin@slco.org

CITY:

Salt Lake City Corporation
c/o Real Estate Services
451 South State St., Room 425
PO Box 145460
Salt Lake City, Utah 84114-5460
Attn: Dan Rip
Email: Daniel.Rip@slcgov.com

WITH A COPY TO:

Salt Lake County District Attorney's Office
Civil Division
2001 South State Street, #S3-600
Salt Lake City, Utah 84190-1210
(385) 468-7700
Attn: R. Christopher Preston
Email: rpreston@slco.org

WITH A COPY TO:

Salt Lake City Attorney's Office
451 South State Street, Suite 505A
Salt Lake City, Utah 84111
Attn: Katherine Lewis
Email: Katherine.Lewis@slcgov.com

(k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “*Immunity Act*”). Consistent with the terms of the Immunity Act, the Parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.


(m) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute, the County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]), or the City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, County ordinances, or the City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

(n) Integration. This Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior understandings, representations or agreements of the Parties regarding the Parcels and the subject matter in this document.

[SIGNATURE PAGES FOLLOW]

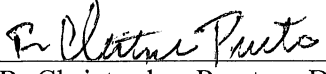
IN WITNESS WHEREOF, the City, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County, by resolution of its County Council, caused this Agreement to be signed by the Mayor, or his designee.

SALT LAKE COUNTY

By: 

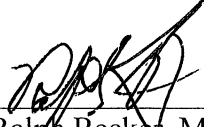
Mayor or Designee

Approved As To Form:



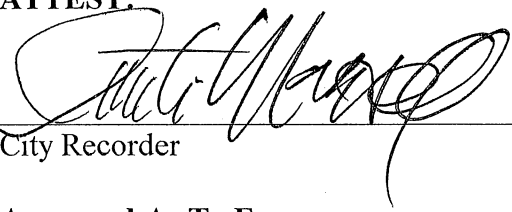
R. Christopher Preston, Deputy District Attorney
Date: 12/7/15

SALT LAKE CITY, a Utah municipal corporation

By: 

Ralph Becker, Mayor

ATTEST:



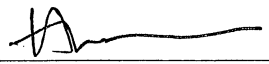
City Recorder

RECORDED

DEC 22 2015

CITY RECORDER

Approved As To Form:
Salt Lake City Attorney's Office



Katherine Lewis
Date: 12/18, 2015

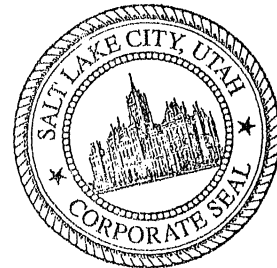


Exhibit A
To Interlocal Cooperation Agreement

(Table of County Property)

Parcel Name	Address	Parcel Number
Raging Waters	1205 West 1700 South	15-14-301-003-2000
Lambs Canyon Parcel	Approximately 10599 Millcreek Canyon Road	(230.069 Acre Portion of Parcel No. 18-32- 100-003

Exhibit B To Interlocal Cooperation Agreement

(Table of County Leases)

Lease	Building/Address	Commencement Date
Agreement between Salt Lake City and Salt Lake County for the Lease of Certain Space Within the City and County Building	City & County Building, 451 South State Street	September 3, 2002
Inter-local Co-operation Agreement and Lease between Salt Lake City and Salt Lake County	Health Department Building	June 24, 1971
Lease Agreement by and between Salt Lake City Corporation and Salt Lake County	Westside Senior Citizens Center("Sunday Anderson Center Lease")	December 27, 2000
Lease Agreement by and between Salt Lake City Corporation and Salt Lake County	Central City Senior Citizens Center ("Liberty Center Lease")	December 27, 2000
Lease Agreement between Salt Lake City Corporation and Salt Lake County	Tenth East Senior Citizens Center ("Tenth East Center Lease")	December 27, 2000
Lease Agreement dated, between Salt Lake City Corporation and Salt Lake County	("Mick Riley Golf Course Lease")	August 18, 2013

Exhibit C To Interlocal Cooperation Agreement

(Table of City Property)

Parcel Name	Address	Parcel Number
Mick Riley Golf Course	421 East Vine Street Murray, UT 84107	22-07-205-010, 22-07-277-005, 22-07-401-007, 22-07-430-007, 22-08-353-004, -005, -006, -007, 22-08-376-008
Salt Lake County Health Department Building	610 South 200 East	16-06-382-001
Sunday Anderson Senior Center	868 West 900 South	15-11-254-001, 15-11-254-017
Liberty Senior Center	251 East 700 South	16-07-127-012, -013, -016, -017, -018, -019, -020, -021, -022, -023, -024, -025, -027
Tenth East Senior Center	237 South 1000 East	16-05-252-019, 16-05-253-001, -002, 16-05-254-001, 16-05-254-002

Exhibit D
To Interlocal Cooperation Agreement

(Table of City Leases)

Lease	Building/Address	Commencement Date
City and County Building Lease between Salt Lake City Corporation and Salt Lake County, as amended.	City & County Building, 451 South State Street	June 17, 1986
Lease Agreement between Salt Lake City Corporation and Salt Lake County, as modified and amended	Raging Waters	March 7, 1973

Exhibit E
To Interlocal Cooperation Agreement

[Form Notice of Lease Termination]

WHEN RECORDED, RETURN TO:

Salt Lake City Corporation
c/o Real Estate Services
451 South State St., Room 425
PO Box 145460
Salt Lake City, Utah 84114-5460

NOTICE OF LEASE TERMINATION

Salt Lake County, a body corporate and politic of the State of Utah (the "County") and Salt Lake City Corporation, a Utah municipal corporation (the "City") have entered into the following leases ("Leases") with each other:

[List of Leases]

The Leases affect the real property more particularly described on Exhibit A, attached hereto and incorporated herein.

The County and the City hereby give notice that the Leases shall terminate on [date of closing], 2015 ("Termination Date").

Each party agrees to vacate and deliver up possession of the leased premises to the respective landlord on or before the Termination Date. As of the Termination Date, each party fully releases the other from any and all further obligations under the Leases.

[SIGNATURE PAGE FOLLOWS]

This Notice of Lease Termination is executed to be effective as of the Termination Date.

SALT LAKE CITY CORPORATION:

By: _____
Mayor or Designee

ATTEST:

City Recorder

Approved As To Form:
Salt Lake City Attorney's Office

Katherine N. Lewis
Date: _____, 2015

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake City Corporation, and that the foregoing instrument was signed on behalf of Salt Lake City Corporation by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

This Notice of Lease Termination is executed to be effective as of the Termination Date.

SALT LAKE COUNTY:

By: _____
Mayor or Designee

Approved As To Form:
Salt Lake County Deputy District Attorney

R. Christopher Preston
Date: _____, 2015

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

Exhibit A
to
Notice of Lease Termination

[Insert Legal Descriptions for Leases]

Exhibit F
To Interlocal Cooperation Agreement

[Form Special Warranty Deed]

WHEN RECORDED, RETURN TO:
Salt Lake County Real Estate Section
2001 South State Street, #S3-120
Salt Lake City, Utah 84114-4575

SPECIAL WARRANTY DEED

Tax Serial No. _____

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby conveys and warrants against all who claim by, through, or under Grantor, to SALT LAKE CITY CORPORATION, a Utah municipal corporation, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described parcels of real property in Salt Lake County, Utah, to wit:

SEE EXHIBIT A

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ___ day of
, 20__.

GRANTOR:
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Salt Lake County Clerk

[Notary Acknowledgments on Following Page]

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 20___, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that (s)he is the Clerk of Salt Lake County, and that the foregoing Special Warranty Deed was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

Exhibit A
to
Special Warranty Deed

WHEN RECORDED, RETURN TO:
Salt Lake County Real Estate Section
2001 South State Street, #S3-120
Salt Lake City, Utah 84114-4575

SPECIAL WARRANTY DEED

Tax Serial No. _____

SALT LAKE CITY CORPORATION, a Utah municipal corporation, GRANTOR, hereby conveys and warrants against all who claim by, through, or under Grantor, to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described parcels of real property in Salt Lake County, Utah, to wit:

SEE EXHIBIT A

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ___ day of _____, 20__.

GRANTOR:
SALT LAKE CITY CORPORATION, a
Utah municipal corporation

By: _____
Mayor or Designee

Attest and Countersign:

City Recorder

Approved As To Form
Salt Lake City Attorney's Office

Date _____

Sign _____
Katherine N. Lewis

STATE OF UTAH)

:ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake City Corporation, Utah municipal corporation, and that the foregoing instrument was signed on behalf of Salt Lake City Corporation, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

Exhibit A
to
Special Warranty Deed

EXHIBIT G
TO INTERLOCAL COOPERATION AGREEMENT

(Form Purchase Option)

WHEN RECORDED, RETURN TO:
Salt Lake County Real Estate Section
2001 South State Street, #S3-120
Salt Lake City, Utah 84119-4575

PURCHASE OPTION

Tax Serial Nos. 15-11-254-001
15-11-254-017

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby grants to SALT LAKE CITY CORPORATION, a Utah municipal corporation and political subdivision of the state of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, a purchase option related to the following described parcels of real property in Salt Lake County, Utah (the "Property"), to wit:

SEE EXHIBIT A

The purchase option is more particularly described in the Interlocal Cooperation Agreement, made effective the ____ day of __, 2015, entered into by the parties, the terms and conditions of which are incorporated herein as follows:

In the event that Grantor does not use the Sunday Anderson Senior Center Parcel or any portion thereof for a public purpose and designates the unused Sunday Anderson Senior Center Parcel or any portion thereof as surplus property ("Unused Property") to be marketed and sold to any private entity for non-public purposes, Grantor shall, prior to advertising the Unused Property on the open market, give Grantee written notice of Grantor's intention to sell the Unused Property. Grantee shall then have the option for thirty (30) days after receipt of such notice ("the Option") within which to elect to purchase the Unused Property at a price equal to its fair market value (the "Option Price") established by a qualified appraiser (with an MAI designation) acceptable to both Parties, with each Party paying an equal share of the selected appraiser's fee. If Grantee elects to purchase the Unused Property for the Option Price pursuant to the Option herein granted, it shall give written notice of such election to Grantor within the thirty (30) day period provided herein. The closing of Grantee's purchase of the Unused Property for the Option Price as contemplated herein shall take place at a time, date, and place agreeable to both Parties, but in no event shall the closing date be later than 90 days from the date Grantee exercised the Option. If Grantee does not exercise the Option within the exercise period granted herein or exercises the Option but does not close within 90 days after exercising the Option, the Option will automatically terminate and neither Party will have any further obligation to the other regarding the Sunday Anderson Senior Center Parcel. Notwithstanding the forgoing, Grantor shall have the right to sell, lease, transfer, or otherwise convey all or a portion the Sunday Anderson Senior Center Parcel to any governmental entity for any public purpose without triggering the Option, and the Option shall terminate as to that portion of the Property that is thus conveyed. This Option shall terminate on the earlier to occur of: (1) the date that is ten years from the date closing occurs for Grantor's acquisition of the Sunday Anderson Senior Center Parcel or (2) as

IN WITNESS WHEREOF, Grantor has caused this Purchase Option to be signed and its official seal to be affixed hereto by its duly authorized officer this ___ day of _____, 20__.

GRANTOR
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Salt Lake County Clerk

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ___ day of _____, 20__, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ___ day of _____, 20__, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that (s)he is the Clerk of Salt Lake County, and that the foregoing Purchase Option was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

Exhibit A
to
Purchase Option

Legal Description of Sunday Anderson Senior Center property:

Lots 17 through 33, Block 4, Albert Place.

Exhibit H
To Interlocal Cooperation Agreement

[Map Depicting Boundary between Victory Park and Tenth East Senior Center]



ATTACHMENT E: NOTICES

PLNPCM2016-00049 - 610 S 200 E (SLV Health Department) Surplus Property Exchange

Salt Lake City is seeking to convey a significant parcel of real estate located at approximately 610 S 200 E to Salt Lake County, pursuant to Municipal Code section 2.58.040. This is part of the Interlocal Cooperation Agreement between Salt Lake City and Salt Lake County dated December 22, 2015. The property consists of 1.54 acres and has one building that is utilized as the Salt Lake Valley Health department. As consideration for this Agreement, the City Property shall be exchanged for County Property. Appraisals for each property have been obtained and reviewed and an analysis of the value of the terminating existing leases has been conducted to determine the aggregate value. The property is located in a D-2 zoning district (Downtown Support) in Council District 4, represented by Derek Kitchen. (Staff contact: Chris Lee at 801.535.7706 or chris.lee@slcgov.com)

PLNPCM2016-00050 - 868 W 900 S (Sunday Anderson Senior Center) Surplus Property Exchange

Salt Lake City is seeking to convey a significant parcel of real estate located at approximately 868 W 900 S to Salt Lake County, pursuant to Municipal Code section 2.58.040. This is part of the Interlocal Cooperation Agreement between Salt Lake City and Salt Lake County dated December 22, 2015. The property consists of 1.41 acres and has one building that is utilized as the Sunday Anderson Senior Center. As consideration for this Agreement, the City Property shall be exchanged for County Property. Appraisals for each property have been obtained and reviewed and an analysis of the value of the terminating existing leases has been conducted to determine the aggregate value. The property is located in a R-1/5000 zoning district (Single Family) in Council District 2, represented by Andrew Johnston. (Staff contact: Chris Lee at 801.535.7706 or chris.lee@slcgov.com)

PLNPCM2016-00051 - 237 S 1000 E (10th E Senior Center) Surplus Property Exchange

Salt Lake City is seeking to convey a significant parcel of real estate located at approximately 237 S 1000 E to Salt Lake County, pursuant to Municipal Code section 2.58.040. This is part of the Interlocal Cooperation Agreement between Salt Lake City and Salt Lake County dated December 22, 2015. The property consists of 1.68 acres and has one building that is utilized as the 10th East Senior Center. Victory Park will be retained by the City. As consideration for this Agreement, the City Property shall be exchanged for County Property. Appraisals for each property have been obtained and reviewed and an analysis of the value of the terminating existing leases has been conducted to determine the aggregate value. The property is located in a R-2 zoning district (Single and Two Family Residential) in Council District 4, represented by Derek Kitchen. (Staff contact: Chris Lee at 801.535.7706 or chris.lee@slcgov.com)

PLNPCM2016-00052 - 251 E 700 S (Liberty Senior Center) Surplus Property Exchange

Salt Lake City is seeking to convey a significant parcel of real estate located at approximately 251 E. 700 S to Salt Lake County, pursuant to Municipal Code section 2.58.040. This is part of the Interlocal Cooperation Agreement between Salt Lake City and Salt Lake County dated December 22, 2015. The property consists of 1.37 acres and has one building that is utilized as the Liberty Senior Center. Taufer Park will be retained by the City. As consideration for this Agreement, the City Property shall be exchanged for County Property. Appraisals for each property have been obtained and reviewed and an analysis of the value of the terminating existing leases has been conducted to determine the aggregate value. The property is located in a RMF-75 zoning district (High Density Multi-Family Residential) in Council District 4, represented by Derek Kitchen. (Staff contact: Chris Lee at 801.535.7706 or chris.lee@slcgov.com)

ATTACHMENT F: MOTIONS

Potential Motions

Staff Recommendation:

Regarding the file numbers identified in the staff report and based on the findings and analysis in the staff report, testimony, and discussion at the public hearing, I move that the Planning Commission transmit a favorable recommendation to the City Administration to exchange the properties identified in this staff report with Salt Lake County in a manner consistent with section 2.58 of the Salt Lake City Code.

Not Consistent with Staff Recommendation:

Regarding the file numbers identified in the staff report and based on the findings and analysis in the staff report, testimony, and discussion at the public hearing, I move that the Planning Commission transmit a negative recommendation to the City Administration to exchange the properties identified in this staff report with Salt Lake County in a manner consistent with section 2.58 of the Salt Lake City Code.

SALT LAKE CITY PLANNING COMMISSION MEETING
Room 126 of the City & County Building
451 South State Street, Salt Lake City, Utah
Wednesday, February 24, 2016

A roll is being kept of all who attended the Planning Commission Meeting. The meeting was called to order at [5:33:22 PM](#). Audio recordings of the Planning Commission meetings are retained for an indefinite period of time.

Present for the Planning Commission meeting were: Vice Chairperson Andres Paredes; Commissioners Maurine Bachman, Angela Dean, Michael Fife, Michael Gallegos,Carolynn Hoskins, Matt Lyon and Clark Ruttinger. Chairperson Emily Drown and Commissioner Jamie Bowen were excused.

Planning Staff members present at the meeting were: Cheri Coffey, Assistant Planning Director; Michaela Oktay, Planning Manager; Casey Stewart, Senior Planner; Jonathan Goates, Principal Planner; Christopher Lee, Principal Planner; Tracy Tran, Principal Planner; Kelsey Lindquist, Associate Planner; Michelle Moeller, Administrative Secretary and Paul Nielson, Senior City Attorney.

Field Trip

A field trip was held prior to the work session. Planning Commissioners present were: Michael Fife, Maurine Bachman, Carolynn Hoskins, Andres Paredes and Clark Ruttinger. Staff members in attendance were Michaela Oktay, Jonathan Goates, Tracy Tran, Christopher Lee and Kelsey Lindquist.

The following sites were visited:

- **2471 South and 1700 East** – Staff gave an overview of the proposal.
- **1059 East 900 South** – Staff gave an overview of the proposal.
- **845 W Hoyt Place** – Staff gave an overview of the proposal.

[5:33:49 PM](#)

Ms. Cheri Coffey, Assistant Planning Director, reviewed the request for reconsideration. She reviewed the process and basis for reconsideration.

[5:34:07 PM](#)

Commissioners Gallegos and Dean arrived at the meeting.

The Commission and Staff discussed the process and criteria for reconsideration, the next steps for the proposal and if a motion was needed.

[5:39:11 PM](#)

APPROVAL OF THE FEBRUARY 10, 2016, MEETING MINUTES.

MOTION [5:39:06 PM](#)

Commissioner Fife moved to approve the February 10, 2016, meeting minutes. Commissioner Dean seconded the motion. The motion passed unanimously. Commissioner Gallegos abstained from voting as he was not present at the subject meeting.

REPORT OF THE CHAIR AND VICE CHAIR [5:40:05 PM](#)

Vice Chairperson Paredes stated he had nothing to report.

REPORT OF THE DIRECTOR [5:40:11 PM](#)

Ms. Cheri Coffey, Assistant Planning Director, reviewed the Historic Preservation workshops in March. She asked the Commissioners to let Staff know if they would like to attend.

The Commission and Staff discussed when Staff was going to give a report on the TSA zoning and the current legislation for Historic Districts.

SLV Health Department Surplus Property Exchange at approximately 610 S 200 E - A request by Salt Lake City to convey a significant parcel of real estate pursuant to Municipal Code section 2.58.040 located at the above listed address to Salt Lake County. This is part of the Interlocal Cooperation Agreement between Salt Lake City and Salt Lake County dated December 22, 2015. (Staff contact: Christopher Lee at (801)535-7706 or christopher.lee@slcgov.com) Case Number - PLNPCM2016-00049

Sunday Anderson Senior Center Surplus Property Exchange at approximately 868 W 900 S - A request by Salt Lake City to convey a significant parcel of real estate pursuant to Municipal Code section 2.58.040 located at the above listed address to Salt Lake County. This is part of the Interlocal Cooperation Agreement between Salt Lake City and Salt Lake County dated December 22, 2015. (Staff contact: Christopher Lee at (801)535-7706 or christopher.lee@slcgov.com) Case Number - PLNPCM2016-00050

1000 E Senior Center Surplus Property Exchange at approximately 237 S 1000 E - A request by Salt Lake City to convey a significant parcel of real estate pursuant to Municipal Code section 2.58.040 located at the above listed address to Salt Lake County. This is part of the Interlocal Cooperation Agreement between Salt Lake City and Salt Lake County dated December 22, 2015. (Staff contact: Christopher Lee at (801)535-7706 or christopher.lee@slcgov.com) Case Number - PLNPCM2016-00051

Liberty Senior Center Surplus Property Exchange at approximately 251 E 700 S - A request by Salt Lake City to convey a significant parcel of real estate pursuant to Municipal Code section 2.58.040 located at the above listed address to Salt Lake County to Salt Lake County. This is part of the Interlocal Cooperation Agreement

between Salt Lake City and Salt Lake County dated December 22, 2015. (Staff contact: Christopher Lee at (801)535-7706 or christopher.lee@slcgov.com) Case Number - PLNPCM2016-00052

Mr. Christopher Lee, Principal Planner, reviewed the petition as presented in the Staff Report (located in the case file). He stated Staff was recommending the Planning Commission forward a positive recommendation to the City Council regarding the petition.

The Commission and Staff discussed the following:

- A formal motion was not required for the petitions.
- The process for the land swap.

PUBLIC HEARING [8:34:53 PM](#)

Vice Chairperson Paredes opened the Public Hearing.

Ms. Cindy Cromer reviewed the history of the tennis courts on 10th East. She stated it was important to put a condition on the petition, especially where there are abutting properties that if the City or County decided to sell the adjacent property the other entity would be given the first right of refusal.

Vice Chairperson Paredes closed the Public Hearing.

The meeting adjourned at [8:37:51 PM](#)

ATTACHMENT E: ANALYSIS OF STANDARDS – PLANNED DEVELOPMENT

21a.55.050: Standards for Planned Developments: The planning commission may approve, approve with conditions, or deny a planned development based upon written findings of fact according to each of the following standards. It is the responsibility of the applicant to provide written and graphic evidence demonstrating compliance with the following standards:

Standard	Finding	Rationale
<p>A. Planned Development Objectives: The planned development shall meet the purpose statement for a planned development (section 21A.55.010 of this chapter) and will achieve at least one of the objectives stated in said section:</p> <ul style="list-style-type: none"> A. Combination and coordination of architectural styles, building forms, building materials, and building relationships; B. Preservation and enhancement of desirable site characteristics such as natural topography, vegetation and geologic features, and the prevention of soil erosion; C. Preservation of buildings which are architecturally or historically significant or contribute to the character of the city; D. Use of design, landscape, or architectural features to create a pleasing environment; E. Inclusion of special development amenities that are in the interest of the general public; F. Elimination of blighted structures or incompatible uses through 	<p>Complies</p>	<p>The applicant is complying with objectives B and E. These objectives involve the preservation of public facilities and accommodate their better management.</p> <p>The proposed uses and buildings will not change</p>

<p>redevelopment or rehabilitation; G. Inclusion of affordable housing with market rate housing; or H. Utilization of "green" building techniques in development.</p>		
<p>B. Master Plan And Zoning Ordinance Compliance: The proposed planned development shall be:</p> <p>1. Consistent with any adopted policy set forth in the citywide, community, and/or small area master plan and future land use map applicable to the site where the planned development will be located, and</p> <p>2. Allowed by the zone where the planned development will be located or by another applicable provision of this title.</p>	<p>Complies</p>	<p>1. The site is located in the Central Community Master Plan. This site is identified on the future land use map as Institution, consistent with the Senior Center</p> <p>2. Government facilities and parks are allowed uses in the R-2 and PL districts.</p>
<p>C. Compatibility: The proposed planned development shall be compatible with the character of the site, adjacent properties, and existing development within the vicinity of the site where the use will be located. In determining compatibility, the planning commission shall consider:</p> <p>1. Whether the street or other means of access to the site provide the necessary ingress/egress without materially degrading the service level on such street/access or any adjacent street/access;</p> <p>2. Whether the planned development and its location will create unusual</p>	<p>Complies</p>	<p>1. Access will not change from existing conditions. Easements are being provided to ensure ongoing access. Access includes pedestrian access.</p>

<p>pedestrian or vehicle traffic patterns or volumes that would not be expected, based on:</p> <ul style="list-style-type: none"> a. Orientation of driveways and whether they direct traffic to major or local streets, and, if directed to local streets, the impact on the safety, purpose, and character of these streets; b. Parking area locations and size, and whether parking plans are likely to encourage street side parking for the planned development which will adversely impact the reasonable use of adjacent property; c. Hours of peak traffic to the proposed planned development and whether such traffic will unreasonably impair the use and enjoyment of adjacent property. <p>3. Whether the internal circulation system of the proposed planned development will be designed to mitigate adverse impacts on adjacent property from motorized, nonmotorized, and pedestrian traffic;</p> <p>4. Whether existing or proposed utility and public services will be adequate to support the proposed planned development at normal service levels and will be designed in a manner to avoid adverse impacts on adjacent land</p>		<p>2.a. The ingress/egress to the property will be served by the existing driveways.</p> <p>2b. The access will not change.</p> <p>2c. The levels of vehicular traffic will not be increased by the planned development or subdivision.</p> <p>3. The internal circulation system will not change.</p> <p>4. The development will not require changes in utility service.</p>
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<p>uses, public services, and utility resources;</p> <p>5. Whether appropriate buffering or other mitigation measures, such as, but not limited to, landscaping, setbacks, building location, sound attenuation, odor control, will be provided to protect adjacent land uses from excessive light, noise, odor and visual impacts and other unusual disturbances from trash collection, deliveries, and mechanical equipment resulting from the proposed planned development; and</p> <p>6. Whether the intensity, size, and scale of the proposed planned development is compatible with adjacent properties.</p> <p>If a proposed conditional use will result in new construction or substantial remodeling of a commercial or mixed used development, the design of the premises where the use will be located shall conform to the conditional building and site design review standards set forth in chapter 21A.59 of this title.</p>		<p>5. The physical layout of the existing circumstances will not change.</p> <p>6. The intensity of use will not change.</p> <p>.</p> <p>The proposal does not involve a conditional use.</p>
<p>D. Landscaping: Existing mature vegetation on a given parcel for development shall be maintained. Additional or new landscaping shall be appropriate for the scale of the development, and shall primarily consist of drought tolerant species;</p>	<p>Complies</p>	<p>Existing vegetation on the site generally consists of formal landscaping and park land. The landscaping will not be altered</p>
<p>E. Preservation: The proposed planned development shall preserve any historical,</p>	<p>Complies</p>	<p>The proposal preserves the existing park and senior center.</p>

architectural, and environmental features of the property;		
F. Compliance With Other Applicable Regulations: The proposed planned development shall comply with any other applicable code or ordinance requirement.	Complies	The Planned Development is also being reviewed against the Preliminary Subdivision standards, which are discussed in Attachment F. Other than the specific modifications requested by the applicant, the project appears to comply with all other applicable codes.

ATTACHMENT F: ANALYSIS OF STANDARDS – PRELIMINARY SUBDIVISION

20.16.100: STANDARDS OF APPROVAL FOR PRELIMINARY PLATS:

All preliminary plats for subdivisions and subdivision amendments shall meet the following standards:

- A. The subdivision complies with the general design standards and requirements for subdivisions as established in chapter 20.12 of this title;

Analysis: With modifications through the planned development process, the project will comply.

- B. All buildable lots comply with all applicable zoning standards;

Analysis: With modifications through the planned development process, the project will comply.

- C. All necessary and required dedications are made;

Analysis: Dedications have been proposed on the preliminary plat that will meet the requirements of access and utility easements as required by Salt Lake City departments.

- D. Water supply and sewage disposal shall be satisfactory to the public utilities department director;

Analysis: Actual delivery of utilities will not change, however easements are proposed in the preliminary subdivision to guarantee continued access

- E. Provisions for the construction of any required public improvements, per section [20.40.010](#) of this title, are included;

Analysis: No modification to the site are proposed.

- F. The subdivision otherwise complies with all applicable laws and regulations;

Analysis: With modifications through the planned development process, the project will comply.

- G. If the proposal is an amendment to an existing subdivision and involves vacating a street, right of way, or easement, the amendment does not materially injure the public or any person who owns land within the subdivision or immediately adjacent to it and there is good cause for the amendment. (Ord. 7-14, 2014)

Analysis: No streets are being vacated, easements are being added to protect utilities.

ATTACHMENT G: PUBLIC PROCESS AND COMMENTS

Public Notice, Meetings, Comments

The disposition of property initially held its own public process as outlined in the previous staff report

Notice of Application:

The East Central Community Council and University Gardens Neighborhood and Business District were notified March 11, 2016. No Comments were received

Notice of the public hearing for the proposal included:

Public hearing notice mailed on June 30, 2016.

Public hearing notice posted on June 30, 2016.

Public notice posted on City and State websites and Planning Division list serve on June 30, 2016.

Public Input:

No additional public comments have been received by staff at the time of this report. No public comments were received at the Open House.

ATTACHMENT H: DEPARTMENT REVIEW COMMENTS

Fire (Ted Itchon, 801-535-6636, ted.itchon@slcgov.com)

No comments

Engineering (Scott Weiler, 801-535-6159, scott.weiler@slcgov.com)

Plat redlines were sent to Doug. No objection to the planned development

Transportation (Michael Barry, 801-535-7147, michael.barry@slcgov.com)

No Comments

Public Utilities (Jason Draper, 801-483-6751, jason.draper@slcgov.com)

No Comments

Zoning (Greg Mikolash, 801-535-6181, greg.mikolash@slcgov.com)

No zoning related issues with this application

ATTACHMENT I: POTENTIAL MOTIONS

Potential Motions

Staff Recommendation: Staff recommends the following motion:

Based on the information in the staff report, public testimony, and discussion by the Planning Commission, I move that the Planning Commission approve petition PLNSUB2016-00084 and 00113, regarding the 10th East Senior Center Planned Development and preliminary subdivision request. In order to comply with the applicable standards, the following conditions of approval apply:

2. The applicant shall record final documents with the Salt Lake County Recorder within 18 months from the date of this preliminary subdivision approval.

Not Consistent with Staff Recommendation: (Planned Development and Preliminary Subdivision)

Based on the testimony, plans presented and the following findings, I move that the Planning Commission deny the petition PLNSUB2016-00060 for the Redwood Landing Planned Development request due to the following standard(s) that are not being complied with:

(The Planning Commission shall make findings on the Planned Development and Preliminary Subdivision standards and specifically state which standard or standards are not being complied with. Please see Attachment E and F for applicable standards.)