

**MIDVALE CITY**  
**RESOLUTION NO. 2014-R-24**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
MEMORANDUM OF UNDERSTANDING BETWEEN MIDVALE CITY  
AND MILLER DEVELOPMENT, INC.**

**Whereas**, City is the owner of property adjacent to Harvard Park Drive upon which it has constructed a large culinary water reservoir with related improvements including landscaping and fencing; and

**Whereas**, Developer is developing the Cobblegate Apartments and adjacent Harvard Park roadway improvements including a 10 foot wide public trail on the east side of Harvard Drive. Said roadway and improvement are adjacent to the property owned by the City; and

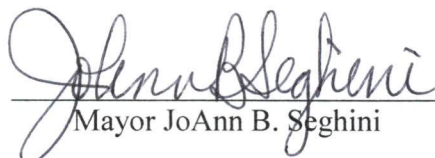
**Whereas**, City and Developer have discovered that depending on the monuments and starting points for a survey Developer needs approximately an additional 1.5 feet of width for the proposed public trail; and

**Whereas**, City has received a proposal to remedy the surveys and is willing to accommodate the Developer in order to facilitate the construction of the proper width of such public trail; and

**Whereas**, it is in the best interests of both the City and the developer to agree on terms to resolve the property issues by working together through a Memorandum of Understanding.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Midvale City that the Mayor is authorized to enter into a Memorandum of Understanding between Midvale City, a political subdivision of the State of Utah, and Miller Development, Inc.

**PASSED AND APPROVED** this 20th day of May 2014.

  
\_\_\_\_\_  
Mayor JoAnn B. Seghini

**VOTING:**

Robert M. Hale	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Paul Glover	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Paul Hunt	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Wayne Sharp	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Stephen Brown	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

[SEAL]



**ATTEST:**

  
\_\_\_\_\_  
Rori L. Andreason, MMC  
City Recorder



## Memorandum of Understanding

This Memorandum of understanding is made by and between Midvale City Corporation, a political subdivision of the State of Utah, (the "*City*") and Miller Development, a Utah, (insert type of organization) (the "*Developer*").

Whereas, City is the owner of property adjacent to Harvard Park Drive upon which it has constructed a large culinary water reservoir with related improvements including landscaping and fencing; and

Whereas, Developer is developing the Cobblegate Apartments and adjacent Harvard Park roadway improvements including a 10 foot wide public trail on the east side of Harvard Drive. Said roadway and improvement are adjacent to the property owned by the City; and

Whereas, City and Developer have discovered that depending on the monuments and starting points for a survey Developer needs approximately an additional 1.5 feet of width for the proposed public trail; and

Whereas, City has received a proposal to remedy the surveys and is willing to accommodate the Developer in order to facilitate the construction of the proper width of such public trail.

Now, therefore it is agreed by and between the parties as follows:

1. That City will convey in favor of Developer and/or Sandy, Utah an easement for public trail purposes on the east side of Harvard Park Drive as more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes.
  2. Such conveyance as set forth in Paragraph One shall be subject to Developer and/or its authorized contractor the following:
    - a. Remove existing chain link fence along the north-south boundary line along the east side of Harvard Park Drive.
    - b. Remove existing rock and fabric on City Tank Property to facilitate regarding the existing slope to accommodate the 10 foot concrete walk and associated improvements.
    - c. Re-grade slop on Midvale City Tank Property site to a maximum of 3 horizontal to 1 vertical to accommodate the walk and associated improvements.
    - d. Inventory existing vegetation and replace once regarding is completed.
    - e. Construct block retaining wall as required to accommodate revised grading and walkway.
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- f. Install new fence posts (same type and color as existing) behind wall and reinstall existing chain link fence. The new fence posts shall be of the same type and color as presently exists.
  - g. Developer shall inform City of its construction schedule and shall coordinate the work with the City.
3. Developer shall have prepared the Grant of Easement including legal description for the public trail access easement along Harvard Park Drive for the portion of the walk that will affect City property. It is anticipated by the parties that Ensign Engineering will prepare said documents.
4. During the construction of the contemplated Harvard Park Drive Roadway Improvements, Developer shall secure City property and instruct its security personnel to patrol and watch the project site.
5. Developer shall provide adequate general liability insurance with the City named as an "additional insured". No work shall begin on the site until such evidence of insurance is delivered to the City, "Attention City Recorder". Such coverage shall be in the amount of at least \$1,000,000/2,000,000.
6. Developer shall complete the improvements contemplated herein within thirty (30) days of approval by the Midvale City Council.
7. This Agreement may not be assigned or transferred by any party hereto without the prior written permission of the parties hereto, which permission shall not be unreasonably withheld.

Dated this 15 <sup>October</sup> day of ~~May~~, 2014.

Midvale City

By

Its

John A. Seghini  
Mayor

Miller Development

By

Its

[Signature]  
President / CEO

Attest:

Shelly Reed  
Deputy City Recorder

