

1. Mayor's Meeting (PDF)

Millcreek Mayor's Meeting Agenda

PUBLIC NOTICE is hereby given that the Mayor of Millcreek will hold a meeting on Monday, 31 March 2025 at City Hall, 1330 E. Chambers Avenue, Millcreek, Utah 84106, commencing at 10:30 a.m.

10:30 a.m. - MEETING:

1. Discussion and Consideration of EX-24-003, Request for an Exception/Deferral of Sidewalk, Curb, and Gutter at 3410 S 2700 E by Applicant Colin Bagley; Carlos Estudillo, Planner

In accordance with the Americans with Disabilities Act, Millcreek will make reasonable accommodation for participation in the meeting. Individuals may request assistance by contacting the ADA Coordinator at 801-214-2751 or ADAINFO@MILLCREEKUT.GOV.

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF MILLCREEK HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS EMAILED OR POSTED TO:

City Hall City Website Utah Public Notice Website

Those Listed on the Agenda [HTTP://MILLCREEKUT.GOV](http://MILLCREEKUT.GOV)

[HTTP://PMN.UTAH.GOV](http://PMN.UTAH.GOV)

DATE: March 20, 2025

CITY RECORDER: Elyse Sullivan

Documents:

[MAYOR 3-31-25 AGENDA.PDF](#)

[EX-24-003 STAFF REPORT FINAL.PDF](#)

[EX-24-003 DEFERRAL AGREEMENT.PDF](#)



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DATE: March 20, 2025

CITY RECORDER: Elyse Sullivan



EX-24-003

Mayor's Meeting Staff Report

Meeting Date: 3/31/2025

Applicant: Colin Bagley

Re: Sidewalk, Curb, and Gutter Exception/Deferral

Property Address: 3410 S 2700 E

Zone: R-1-8

Prepared By: Carlos Estudillo, Planner

Scope of Decision: **Discretionary.** This is an administrative matter, to be decided by the Millcreek City Mayor upon receiving a recommendation from the Community Council(s), Public Works Department, and the Millcreek Planning Commission.

REQUEST AND SYNOPSIS

Colin Bagley is requesting an exception to Millcreek's code, as it pertains to property located at 3410 South and 2700 East, which requires certain improvements (i.e., curb, gutter, park strip, sidewalk, asphalt, etc.) to be installed along the frontage of the property abutting 2700 East. The following section of Millcreek code applies to this request:

Section 15.28.010 Dedication and Improvement Required

"Except as otherwise provided in MKC 15.28.020, no building or structure shall be erected, reconstructed, structurally altered or enlarged, and no building permit shall be issued therefor, on any lot or parcel of land which abuts a major or secondary highway, as shown on the map entitled, "The City Transportation Improvement Plan," on file with the planning and development services division and made part of this chapter by reference, or other public street which does not conform to current city width standards, unless the portion of such lot or parcel within the right-of-way of the highway to be widened or additional required street width has been dedicated to the city and improved. The dedication and improvements shall meet the standards for such highway or street as provided in MKC 15.28.060."

The applicant is also bound by the MKC 18.03.140 (f) Improvement Completion Assurance. Approval of a minor subdivision plat authorizes the subdivider to proceed with the subdivision. However, no lot(s) shall be sold unless either the required improvements have been installed and accepted by the city, or the cost of said improvements have been financially assured as set forth in MKC 18.05.020 Improvement Completion Assurance.

Section 19.76.210 Off-Site Improvements

“Off-Site Improvements Required. The applicant for a building or conditional use permit for all dwellings, commercial or industrial uses, and all other business and public and quasi-public uses shall provide curb, gutter and sidewalk along the entire property line which abuts any public road or street in cases where it does not exist at City standards. Vehicular entrances to the property shall be provided as required in MKC 14.12.110. Height, location, structural specifications, maximum and minimum cut radii, and minimum roadway approach angles to the centerline of the street are subject to the approval of the agency concerned.”

Section 18.04.010 Required Improvements

1. *The following improvements shall be required and adhere to the standards in the Millcreek Code of Ordinances.*
2. *Storm Water System*
3. *Public Sanitary Sewer*
4. *Storm Drainage to Comply with Low Impact Design Standards*
5. ***Street Improvements***
6. *Street Lighting*
7. ***Curb and Gutter***
8. ***Utility and Facility Systems to be Undergrounded.***
9. ***Sidewalks***
10. *Street Name Signs*
11. *Trails*
12. *Fire Hydrants*
13. *Stormwater Inlets*
14. *Fencing Along Right-of-Ways Where Lots Rear Public Streets*
15. ***Undergrounding/piping of Canals Where Adjacent to Public Right-of-Way***

Section 14.12.025 of Millcreek’s Code “Curb Ramps, Ramps And Sidewalks To Comply With Standards”, states;

“All public and private curb ramp, ramp and sidewalk development located within the city subject to the jurisdiction of the city shall meet the requirements of this chapter”. ...

Section 2.56.100 requires the Community Councils recommendations as stated:

“The city planning and zoning department shall submit to all members of the community council copies of the city planning commission public meeting agendas, text changes to the zoning ordinance, zoning or conditional use applications pertaining to territory located within each community district, and applications for extraordinary relief and exceptions to the city Code of Ordinances. Community councils are encouraged to make written recommendations concerning such applications to the community development department.

Section 14.12.150 of Millcreek’s Code does allow some exceptions as stated;

“In cases where unusual topographical, aesthetic, or other exceptional conditions or circumstances exist, variations or exceptions to the requirements of this chapter may be approved by the mayor after receiving recommendations from the planning commission and the public works director; provided, that the variations or exceptions are not detrimental to the public safety or welfare.”

The applicant has made an application requesting an exception and has provided documentation supporting their request (see attached).

FINDINGS, CONCLUSIONS, & RECOMMENDATION

Findings:

1. The subject property has one street frontage and is approximately .66 acres in size.
2. The subject property abuts 2700 East and extends approximately 104 feet in length. There is no curb and gutter on the subject property, abutting 2700 East; however, curb, gutter and sidewalks are installed at some locations along 2700 East, between 3300 South and Evergreen Ave.
3. Millcreek's code will require piping the existing Amos Neff open ditch to accommodate the applicant's curb, gutter and sidewalk with the current 89 foot right of way, to conform with Millcreek's minimum standard following the Master Transportation Plan of a 66' Minor Collector cross section roadway.
4. Evergreen and 3300 S connecting to 2700 East are considered "high priority walking" on Millcreek's master plan.
5. The school route and Millcreek's walkability route is located at the North end of 2700 East, near 3300 South and along Evergreen Ave running East and west of 2700 East, being part of the Wasatch Jr High Safe Routes to School (SRTS) program.
6. Street improvements have not been installed along the west side of 2700 E, between 3300 S and Evergreen avenue, apart from the lot at the corner of 3300 S and 2700 E.
7. Street improvements are already installed on the opposite side of the subject property, at 2700 E. at the North end of 2700 E. near 3300 South and along Evergreen Ave. (103 ft south of this property location.)
8. Based on the ALTA Survey, the topography on the frontage of the property has about 1.75 feet of Slope from the SEC of the property to the NEC of the property providing safe grade for right-of-way improvements and exceeds the standards for the gravity irrigation replacement.
9. The single tree in the front of the property on the West edge of the irrigation ditch will foul the required sidewalk by about 2 feet, but not the curb and gutter alignment. The tree appears to be a well-maintained elm or cottonwood tree.
10. The irrigation ditch as it currently exists appears to be an open 2-sided structure gravity ditch that flows North. The natural topography of the property surface slopes North at about 1.66% at the frontage property line. This fact only makes the possibility of piping this section of ditch a feasible action. Piping the ditch would not only make 2700 East a safer street to pass on foot, to would provide a more passible area for bicycles and vehicular traffic.
11. At this time there is no action staff could take to alleviate the right-of-way improvements that are

currently required of the applicant as a condition of his subdivision application, following Millcreek code. Nor may staff recommend an exemption due to fact that the development is for a Minor Subdivision, with an open ditch safety hazard hindering the walkability of this area. As stated in the community council, "this section of roadway is not used by pedestrians because of the lacking sidewalk". ROW improvement deferrals can only be granted by the Mayor, and are not generally granted for subdivisions developments

12. Section 14.12.150 of the Millcreek's Code states: "In cases where unusual topographical, aesthetic, or other exceptional conditions or circumstances exist, variations or exceptions to the requirements of this chapter may be approved by the mayor after receiving recommendations from the planning commission and the public works director; provided, that the variations or exceptions are not detrimental to the public safety or welfare." The applicant has identified the following circumstances:
- a. **Topographical:** The applicant has not identified any topographical concerns that would keep the applicant from installing the required street improvements.
 - b. **Aesthetic:** The applicant claims that the completion of improvements along his section of 2700 East would demolish the tree line along the whole block. These are mature trees, that compose the character of the neighborhood and are argued to be one of the reasons people live in Millcreek.
 - c. **Exceptional Conditions or Circumstances:** The proposed improvements would require the re-routing of the existing ditch network. The applicant finds that all of the concrete and piping work would need to be re-excavated and re-done each time the ditch is moved, as each property is expected to re-route their portion of the ditch pipe, as they slowly develop their properties. The applicant identifies that it would make more sense to defer the improvements and install them all at once, to prevent extensive repetition of work in the neighborhood.

Conclusions:

Based on the findings listed above:

1. The noted route located at 2700 East is a shared roadway for bikes between the Wasatch Jr High Safe Routes to School (SRTS) program and is part of Millcreek's moderate priority for sidewalks. It is also a high priority for sidewalks at (3300 South) and Moderate and high Priority for sidewalks running East-West on (Evergreen); Therefore, the installation of a sidewalk and other improvements to 2700 East would achieve the goal of improving safety in the areas surrounding schools.
2. Topographical: Millcreek Engineering has no topographical hindrances for installed improvements and is confident that if any arise from site construction, a safe and economical solution can be found.
3. Aesthetic: with designed improvements scaled in place on the plan sheet, Millcreek Engineering notes the current ROW cross section of 89' in place; there will not be enough ROW area to preserve the noted mature tree.
4. Exceptional Conditions or Circumstances: The Irrigation ditch will only need to be piped once at this location, if done correctly. The applicants engineering and construction team

should work closely Amos Neff Ditch company to install the correct pipe size and pipe material needed within the ditch company standards, including proper bedding, backfill and compaction for a shallow bury pipe. This will allow the pipe to be in good working order for up to 100 years of service. Adjacent property owners that develop along 2700 East with the need to add ROW improvements will also bury the irrigation pipe, making connections to the previously buried pipe, if necessary. Each property owner is only responsible for the replacement of pipes and improvements for total liner feet of frontage along each property frontage.

EAST MILL CREEK COMMUNITY COUNCIL RESPONSE

The East Mill Creek Community Council held a meeting on February 6th, 2025, and unanimously recommended that an exception/deferral be approved. The East Millcreek Community Council believes that the applicant has met the criteria identified on Section 14.12.150 of the Millcreek's Code, as it pertains to the **Aesthetic and Exceptional conditions or circumstances**. Their reasoning was as follows:

- The west side of 2700 East has ditches that complicate the sidewalk construction.
- If the applicant installed the improvements, this would be the only lot with improvements on the west side of 2700 S between 3300 S and Evergreen Ave.
- The consensus was that, with respect to pedestrian safety, it would be better to address the east side of 2700 E where some sidewalk already exists.

MILLCREEK PLANNING COMMISSION RESPONSE

The Millcreek Planning Commission held a meeting on February 26th, 2025, and recommended not granting an exception, but suggested the Mayor consider a deferral based on the findings and conclusion of the staff report. While commissioner Richardson voted no, as the exception criteria were not met and should not be deferred, the rest of the Planning Commission recommended a deferral rather than a exception.

STAFF RECOMMENDATIONS:

The Millcreek Public Works Director, John Miller, has been notified about this exception application, and **does not** recommend an exception to install sidewalk, park strip, curb, gutter, and other related improvements abutting the property alongside 2700 E, on the basis that 2700 E does not appear to have any unusual topographical, aesthetic, or other exceptional conditions or circumstances which would warrant an exception to be considered.

The improvements would need to be installed per the local street cross section, shown in the 2019 Transportation Master Plan. However, a deferral may be considered by the Mayor to delay the installation of improvements until neighboring lots start their own improvements through development.

Planning staff recommends a deferral agreement for the sidewalk, curb, and gutter along the property at 3410 E 2700 E.

SUPPORTING DOCUMENTS

- Aerial Image
- ALTA Survey
- Letter from applicant with images
- Safe School Routes

Millcreek City,

I am writing this letter to outline the intent for deferring the sidewalk infrastructure additions until a future date when it is deemed appropriate for the entire block of neighbors to demolish and deforest existing landscaping to clear the way for the proposed sidewalk in addition to moving the existing irrigation network.

Context

I have been a resident of Millcreek for 34 years having first grown up in Millcreek and afterwards having purchased a home in Millcreek. Over the past 15 months I have been working through the process of adding a flag lot to the back of my property. The plat for the new flag lot was recently completed and has been recorded.

As part of that process and application it was proposed to install a list of additional infrastructure including adding a sidewalk, an extension of the asphalt on the road, addition of curb and gutter, new pipe for Millcreek Irrigation ditch and moving an existing power pole 10 feet west to accommodate these additions.

While these improvements would make sense in a new development of vacant land, I hope to outline here why the city will do better to defer these infrastructure improvements until a future date.

Character of Neighborhood

One of the many reasons people enjoy living in Millcreek is the mature trees and character of the neighborhood. Completing the proposed sidewalk on this section of 2700 E would demolish the treeline along the whole block. Each home on the street has between one to five trees in the demolition and deforestation zone of the proposed sidewalk. See pictures below or access google street view on your computer.

Timeline

These infrastructure adjustments are required for anyone making adjustments to their lots. This requirement makes sense as a way to slowly upgrade one by one until the new sidewalk is complete.

However, the two homes to the north were recently built (approx 2008) and there will likely not be major updates on those properties the next 20 years. This means that the proposed sidewalk will be the width of one-lot then terminate in a dead end for the next 20-40 years.

Irrigation Ditch Network

The proposed improvements would require re-routing the existing ditch network. If done piecemeal then each property would re-route to accommodate the new sidewalk and then re-route back to the original location in order to connect with the existing ditch location on the adjoining property. Furthermore all this new concrete and piping work would then need to be re-excavated and re-done each time the ditch is moved as each property would not be installing a new sidewalk and ditch simultaneously. It would make more sense to defer and do all the sidewalks at once and all the ditch work at one time. This would prevent extensive re-work as each neighboring property routes and re-routes their ditch.

I hope to convey that the proposed changes are best deferred until a future date. The following pages provide pictures of the area in question.

Thanks
Colin Bagley

Overview of the Section of 2700 E for proposed sidewalk



All of these trees would need to be cleared along each of these individual properties in order to put in a sidewalk that would extend approx 32-24 feet from the centerline of the road.

3410 Property

(Picture taken from the south looking north)



Cinder blocks show where 32 feet from centerline would terminate, meaning this tree would need to be removed to make way for the sidewalk.

3410 Property

(Picture taken from north looking south)



View from north looking south to show sidewalk placement and neighbor to south yard.

3400 South (Neighbor one parcel to the north)



View of neighbor to the north whose multiple trees would need to be removed in order to make way for the proposed sidewalk.

3394 South (Neighbor two parcels to the north)



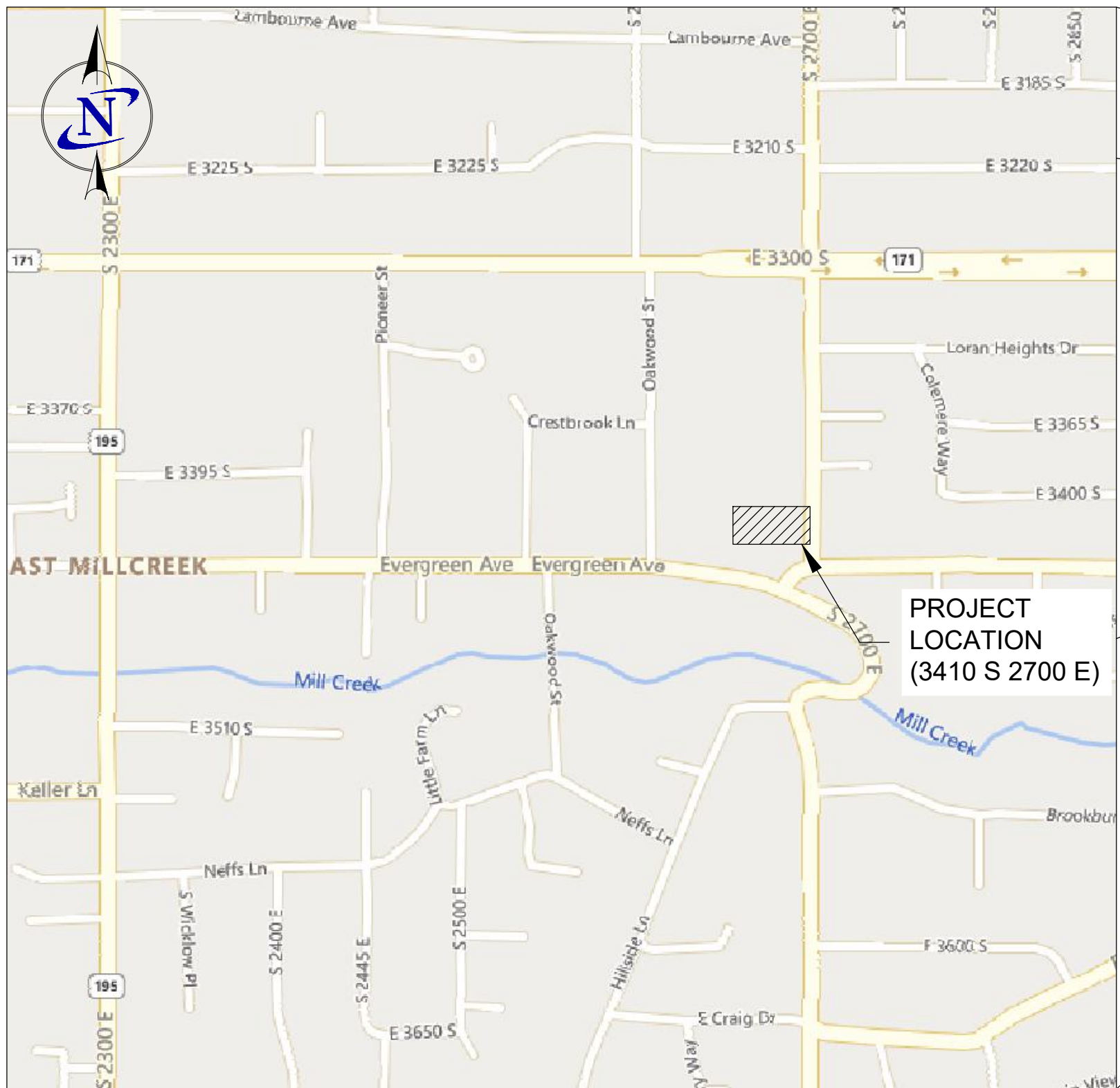
Neighbor two parcels to the north built in 2008 would need to remove all of these trees making their driveway and sidewalk nearly one continuous pavement from the road.



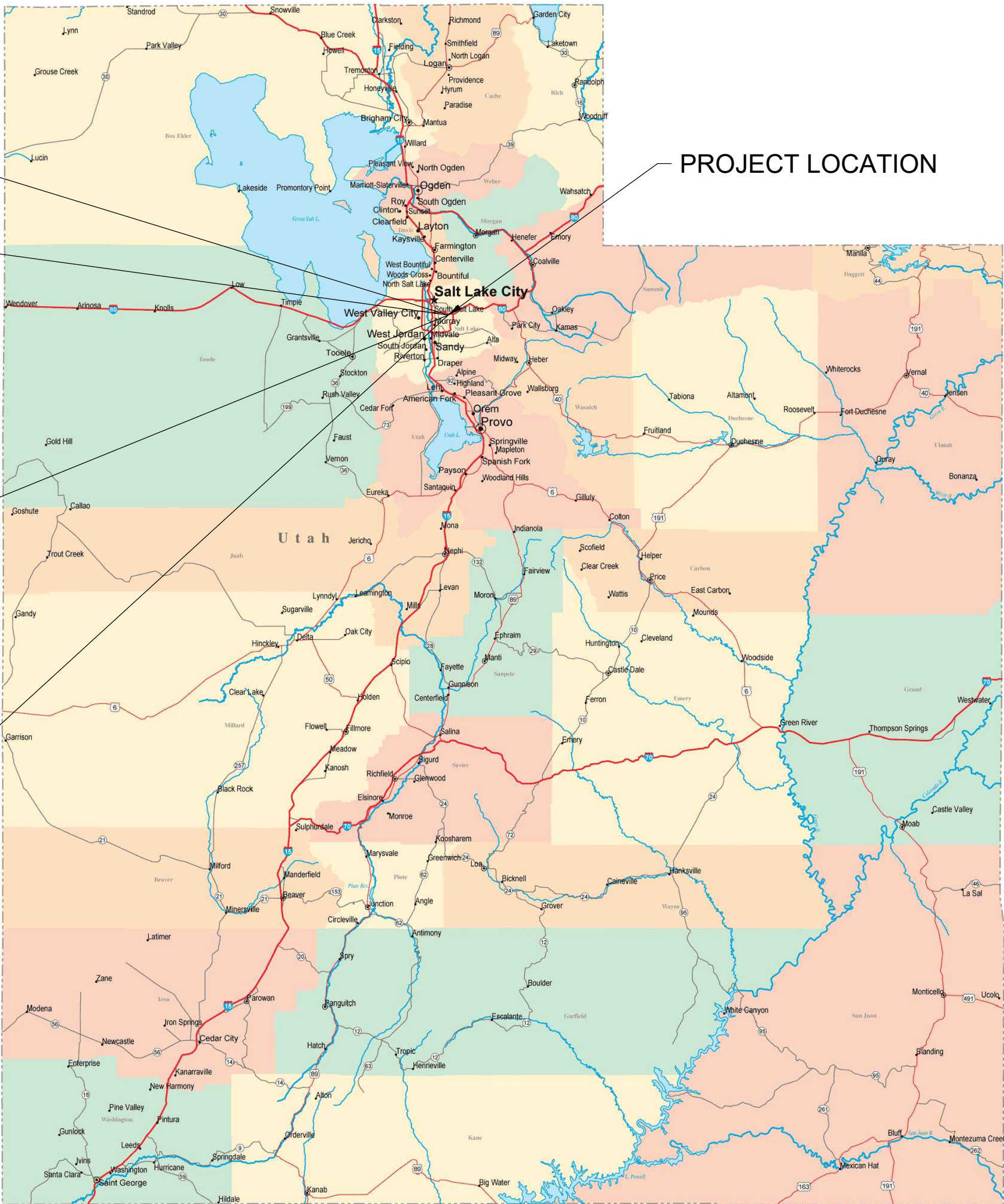
Neighbor to the south's parcel with the tree at 3410 seen to show all that would need to be removed to make way for the sidewalk.

BAGLEY SUBDIVISION CONSTRUCTION DRAWINGS

LOCATED IN THE SOUTHEAST QUARTER OF
SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN,
MILLCREEK CITY, UTAH
2 LOTS



VICINITY MAP N.T.S.



SHEET INDEX

CV1	COVER SHEET
NT1	GENERAL NOTES
AL1	ALTA/NSPS LAND TITLE SURVEY
PL1	FINAL PLAT
DM1	DEMO PLAN
SP1	SITE PLAN
GP1	GRADING/DRAINAGE PLAN
UT1	UTILITY PLAN

NOTES

- CONTRACTOR IS RESPONSIBLE TO ATTEND PRE-CONSTRUCTION CONFERENCE WITH MILLCREEK STAFF.
- CONTRACTOR IS RESPONSIBLE TO ACQUIRE ALL NECESSARY PERMITS FROM RESPONSIBLE ENTITIES
- SEE CURRENT VERSION OF AMERICAN PUBLIC WORKS ASSOCIATION UTAH CHAPTER (APWA) MANUAL OF STANDARD SPECIFICATIONS.
- SEE CURRENT PUBLICATION OF MILLCREEK STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION FOUND AT:
<https://millcreek.us/documentscenter/view/95/standard-plans-for-public-works-construction--PDF>
- SEE ALL APPLICABLE STUDIES AND REPORTS THAT DESCRIBE CONSTRUCTION SITE CONDITIONS AND RESPONSIBILITY FOR ANY MITIGATION MEASURES
- CONTRACTOR IS RESPONSIBLE TO SCHEDULE INSPECTIONS AND TESTING PER MILLCREEK REQUIREMENTS.
- IT IS THE OBLIGATIONS OF THE CONTRACTOR TO PROVIDE AS-BUILT RECORD DRAWINGS PRIOR TO FINAL PLAT APPROVAL
- FIRM MAP NUMBER 49035C0304H, PANEL 304 OF 625
EFFECTIVE DATE NOVEMBER 19, 2021
FLOOD ZONE X

OWNER / DEVELOPED BY:

COLIN BAGLEY
(801) 580-3238
3410 S 2700 E
MILLCREEK, UTAH

PLANS PREPARED BY:

PROTERRA GROUP
DAVE REDDISH - PROJECT MANAGER
10430 2700 WEST
SOUTH JORDAN, UTAH 84095
(801) 253-0428 TEL
(801) 253-6139 FAX

PROJECT BENCHMARK

THE BENCHMARK FOR THIS SURVEY IS THE SOUTHEAST CORNER
OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE
BASE AND MERIDIAN.
BENCHMARK ELEVATION = 4711.02'



BAGLEY SUBDIVISION - 3410 S 2700 E

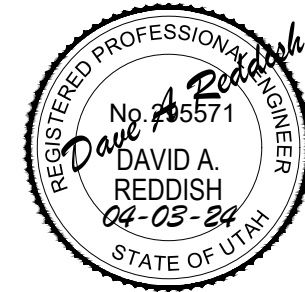
COVER SHEET
CONSTRUCTION DRAWINGS

REVISIONS

REV.	DESCRIPTION	DATE

DESIGN CHECK: DR

DRAFTING CHECK: JA



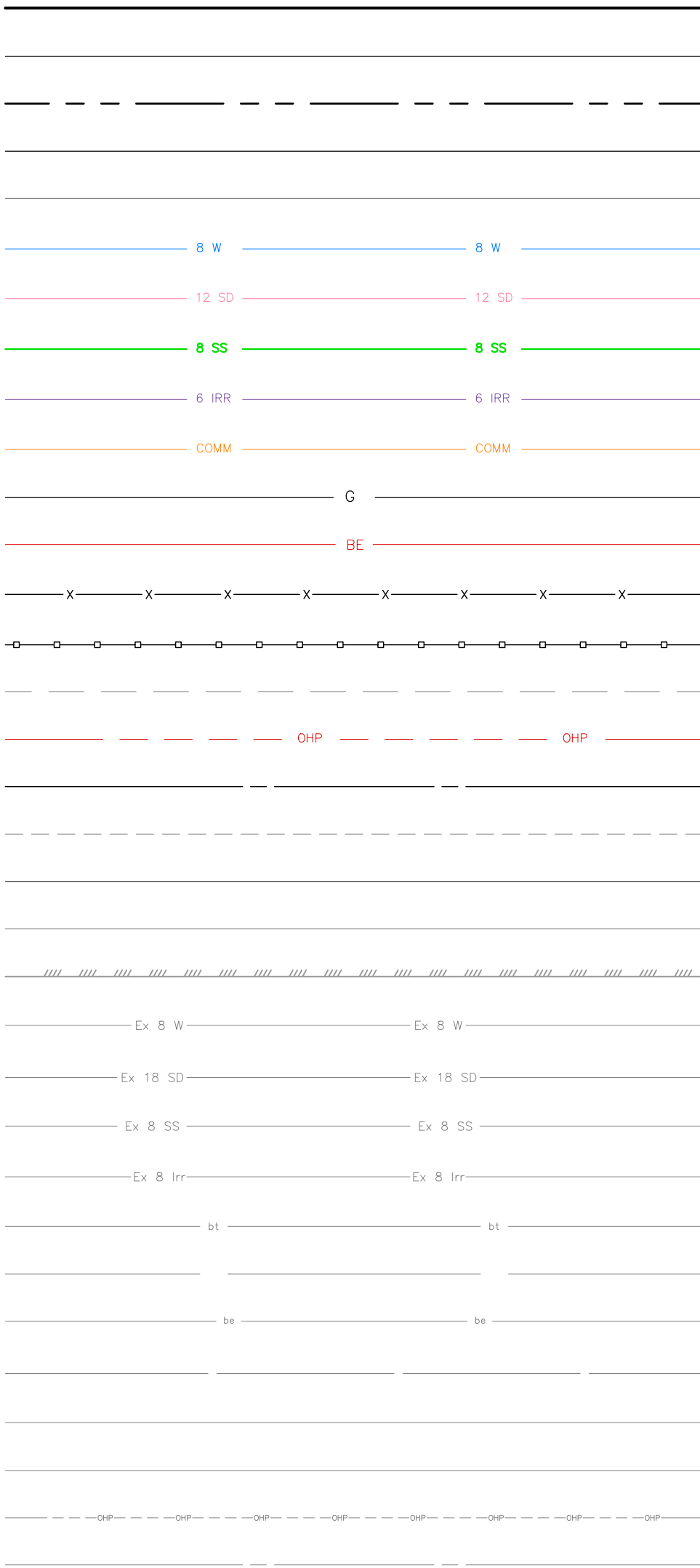
SHEET:

CV1

GENERAL NOTES

1. PRIOR TO COMMENCING ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE REQUIRED PROCEDURES.
2. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES.
3. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT NO COST TO OWNER.
4. ALL BASEMENT FLOOR ELEVATION SHALL BE SET WITH RESPECT TO SEWER PIPE ELEVATIONS.
5. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE LAWS, RULES, REGULATIONS, ORDINANCES, OSHA REQUIREMENTS, STANDARDS AND SPECIFICATIONS WHETHER OR NOT ANY SPECIFIC REFERENCE IS MADE TO SUCH IN THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE PROPERLY LICENSED IN THE STATE OF UTAH TO PERFORM ALL OF THE WORK DESCRIBED IN THESE CONTRACT DOCUMENTS. SUCH LICENSING SHALL REMAIN IN EFFECT CONTINUOUSLY THROUGHOUT THE ENTIRETY OF THIS PROJECT INCLUDING FROM TIME OF BID SUBMISSION THROUGH PROJECT COMPLETION AND WARRANTY PERIOD. THE CONTRACTOR SHALL CARRY APPROPRIATE INSURANCE, AND PERFORMANCE AND PAYMENT BONDS THROUGHOUT THE PROJECT AND UNTIL EXPIRATION OF THE WARRANTY PERIOD.
6. THE CONTRACTORS SHALL THOROUGHLY FAMILIARIZE THEMSELVES WITH ALL ASPECTS OF THIS CONTRACT. CAREFULLY REVIEW ALL OF THE NOTES AND SPECIFICATIONS. PERFORM A SITE VISIT TO SATISFY THEMSELVES AS TO THE SITE CONDITIONS, ATTEND ALL PRECONSTRUCTION AND CONSTRUCTION MEETINGS, AND SATISFY THEMSELVES AS TO THE TRUE MEANING AND INTENTION OF THIS CONTRACT. THE CONTRACTOR SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF THIS CONTRACT. THE CONTRACTOR SHALL BE COMPETENT AND EXPERIENCED TO PERFORM ALL WORK REQUIRED BY THIS CONTRACT. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
7. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE ENGINEER AND THEIR AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING ATTORNEYS FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSES IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT IT IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER. IN ANY AND ALL CLAIMS AGAINST THE OWNER OR THE ENGINEER OR ANY OF THEIR AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF THE CONTRACTOR, AND SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, SAID INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUBCONTRACTOR UNDER WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.
8. THE CONTRACTOR WARRANTS AND GUARANTEES TO THE OWNER AND ENGINEER THAT ALL MATERIAL AND EQUIPMENT USED IN THE PERFORMANCE OF THIS CONTRACT SHALL BE NEW UNLESS OTHERWISE SPECIFIED AND THAT ALL WORK SHALL BE OF GOOD QUALITY AND FREE FROM FAULTS OR DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. IF REQUIRED BY THE ENGINEER, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF MATERIALS AND EQUIPMENT. ALL MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED AND CONDITIONED IN ACCORDANCE WITH THE INSTRUCTIONS OF THE APPLICABLE MANUFACTURER, FABRICATOR OR PROCESSOR, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT DOCUMENTS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS, LICENSES AND FEES REQUIRED FOR THE PERFORMANCE AND COMPLETION OF THIS CONTRACT AND SHALL ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF SAID PERMITS AND LICENSES. THE CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION SIGNAGE, BARRICADING AND TRAFFIC CONTROL IN CONFORMANCE TO UTAH DEPARTMENT OF TRANSPORTATION TRAFFIC CONTROL STANDARDS AND TO THE MOST RECENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, LABOR, TRANSPORTATION, CONSTRUCTION EQUIPMENT AND MACHINERY, TOOLS, APPLIANCES, FUEL, POWER, LIGHT, HEAT, TELEPHONE, WATER, SANITARY FACILITIES, AND ALL OTHER FACILITIES AND INCIDENTALS NECESSARY FOR THE EXECUTION, TESTING, INITIAL OPERATION AND COMPLETION OF THE WORK.
10. THE CONTRACTOR SHALL AT ALL TIMES BE RESPONSIBLE FOR PROVIDING DUST, MUD, AND EROSION CONTROL, AND PROPER DRAINAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROPERLY HANDLE AND DISPOSE OF ALL CONSTRUCTION WATER. THE CONTRACTOR SHALL LIMIT TRAVEL ON THE PROJECT SITE TO ROADWAYS ONLY, EXCEPT WHERE CONSTRUCTION SPECIFICALLY REQUIRES TRAVEL ELSEWHERE. ANY DAMAGE CAUSED BY SUCH UNAUTHORIZED TRAVEL SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE OWNER OF THE PROPERTY PARCEL. THE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATIONS OF WASTE MATERIAL, RUBBISH AND OTHER DEBRIS RESULTING FROM THE WORK. EQUIPMENT AND CONSTRUCTION MATERIALS, ETC., SHALL BE STORED ONSITE ONLY AT THE SATISFACTION OF THE OWNER OF THE PROPERTY PARCEL WHEREON THEY ARE STORED. AT THE COMPLETION OF THE WORK, ALL WASTE MATERIALS, RUBBISH AND DEBRIS SHALL BE REMOVED FROM THE PREMISES AS WELL AS ALL TOOLS, CONSTRUCTION EQUIPMENT AND MACHINERY, AND SURPLUS MATERIALS. THE CONTRACTOR SHALL RESTORE TO THEIR ORIGINAL CONDITION THOSE PORTIONS OF THE SITE NOT DESIGNATED FOR ALTERATION BY THE CONTRACT DOCUMENTS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING ALL REQUIRED TESTING AND INSPECTIONS A MINIMUM OF 48 HOURS IN ADVANCE. IN THE EVENT THAT TESTING AND INSPECTION SERVICES ARE FURNISHED BY THE OWNER, SUCH SERVICES SHALL BE PAID FOR BY THE OWNER; HOWEVER, ANY RETESTING/REINSPECTION THAT IS REQUIRED AS A RESULT OF INSUFFICIENT OR DEFECTIVE WORK SHALL BE CONDUCTED AT THE CONTRACTOR'S EXPENSE. NEITHER OBSERVATIONS BY THE ENGINEER NOR INSPECTIONS, TESTS OR APPROVALS BY PERSONS OTHER THAN THE CONTRACTOR SHALL RELIEVE THE CONTRACTOR FROM HIS OBLIGATIONS TO PERFORM THE WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
12. PROTERRA GROUP ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS. ANY EXISTING UTILITIES OR OTHER IMPROVEMENTS SHOWN ON THE PLANS HAS BEEN DERIVED FROM FIELD INVESTIGATIONS AND/OR AVAILABLE RECORD INFORMATION. THE CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES PRIOR TO CONSTRUCTING ANY NEW UTILITY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE CONDITIONS THROUGHOUT THE PROJECT, INCLUDING SUBSURFACE CONDITIONS AND UTILITY LOCATION. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN IN THESE PLANS. ALL IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE EXPEDITIOUSLY REPAIRED OR RECONSTRUCTED TO THE ENGINEER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE WITHOUT ADDITIONAL COMPENSATION. NO EXCAVATION OF ANY NATURE SHALL BE PERFORMED WITHOUT FIRST CONTACTING "BLUE STAKES" AT LEAST 48 HOURS PRIOR TO SUCH EXCAVATION.
13. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ASSURE SOUND EXCAVATION AND GRADING PRACTICES. FOR ALL EXCAVATIONS EXCEEDING A DEPTH OF 4 FEET, THE CONTRACTOR SHALL PROVIDE APPROPRIATE SHORING, BRACING, SLOPING OR OTHER APPROPRIATE PROVISIONS AS SPECIFIED BY OSHA THAT ARE NECESSARY TO PROTECT THE SAFETY OF THOSE AT THE SITE. ALL OPEN TRENCHES MUST BE PROPERLY COVERED AT THE END OF WORK EACH DAY. HARD HATS SHALL BE WORN BY ALL PERSONS AT THE SITE. THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE CONDITIONS AND RECOMMENDATIONS OF THE GEOTECHNICAL INVESTIGATION REPORT, IF ANY; THE CONTRACTOR IS CAUTIONED THAT ANY GEOTECHNICAL SOILS INVESTIGATIONS WERE CONDUCTED FOR DESIGN PURPOSES ONLY, AND THAT ANY DATA CONTAINED IN SUCH REPORT ARE APPLICABLE ONLY TO THE SPECIFIC SUBSURFACE CONDITIONS IDENTIFIED AT THE TIME, LOCATION AND INDICATED DEPTH THAT SUCH DATA WERE COLLECTED AND THAT THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY WITH RESPECT TO SUBSURFACE CONDITIONS AT THE SITE. THE CONTRACTOR SHALL MAINTAIN GROUNDWATER AT A DEPTH OF NO LESS THAN 6 INCHES BELOW THE BOTTOM OF ANY FACILITY UNDER CONSTRUCTION AS PART OF THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, PIPELINES, VAULTS AND MANHOLES. UNLESS SPECIFICALLY NOTED OTHERWISE, ALL EXCESS SOILS AND MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE LAWFULLY AND PROPERLY DISPOSED OF OFFSITE SOLELY AT THE CONTRACTOR'S EXPENSE.
14. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY GUIDELINES HAVE BEEN MET.

LINE TYPES



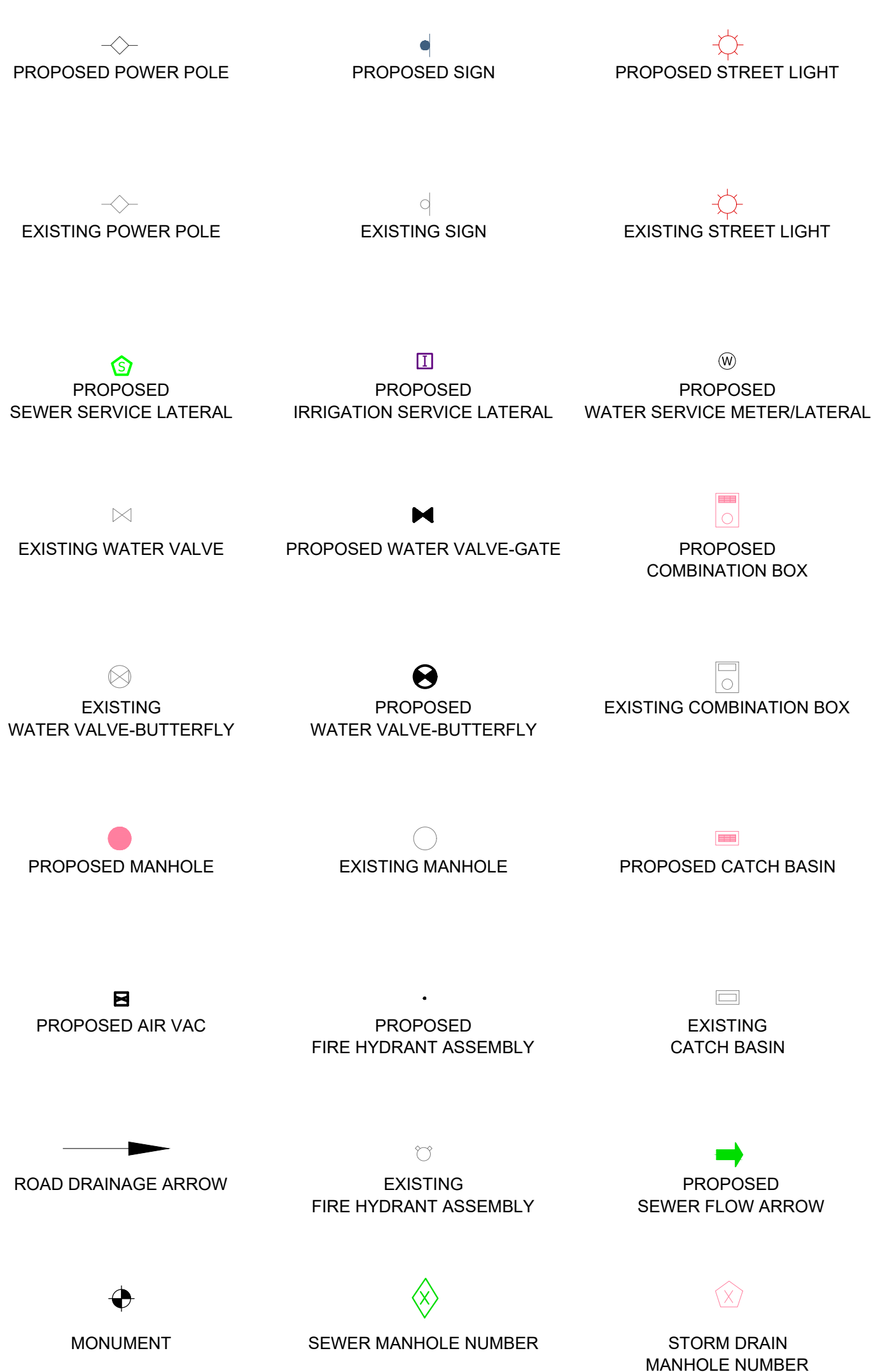
ABBREVIATIONS

APWA	AMERICAN PUBLIC WORKS ASSOCIATION
A.D.	ALGEBRAIC DIFFERENCE
C	CURVE
CB	CATCH BASIN
COMM	COMMUNICATION
CR	CURB RETURN
D.I.	DUCTILE IRON
ELEC	ELECTRICAL
ELEV	ELEVATION
EX	EXISTING
FL	FLOW LINE
FT	FOOT
G.B.	GRADE BREAK
G.V.	GATE VALVE
HORIZ	HORIZONTAL
IRR	IRRIGATION
K	RATE OF VERTICAL CURVATURE
L	LINE
LF	LINEAR FOOT
LN	LINEAL
LT	LEFT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
M.O.	MID ORDINATE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
P.O.B.	POINT OF BEGINNING
PRC	POINT OF REVERSE CURVATURE

ABBREVIATIONS

PT	POINT OF REVERSE CURVATURE
PVC	POINT OF TANGENCY
PVI	POINT OF VERTICAL CURVATURE
PVT	POINT OF VERTICAL INTERSECTION
RD	POINT OF VERTICAL TANGENCY
ROW	ROAD
RR	RIGHT-OF-WAY
RT	RAILROAD
S	RIGHT
SD	SLOPE
SS	STORM DRAIN
STA	SANITARY SEWER MANHOLE
TBC	STATION
TYP	TOP BACK OF CURB
VERT	TYPICAL
W	VERTICAL
Ø	WATER DIAMETER

SYMBOLS



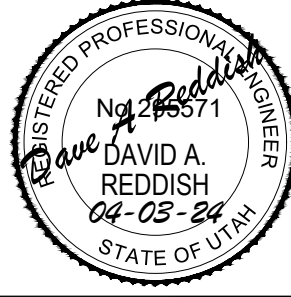
10430 South 2700 West, South Jordan, Utah 84095
Phone: (801) 253-0248 Fax: (801) 253-6139
www.proterragroup.com

BAGLEY SUBDIVISION - 3410 S 2700 W

GENERAL NOTES
CONSTRUCTION DRAWINGS

REVISIONS

DESIGN CHECK: DR
DRAFTING CHECK: JA



SHEET:

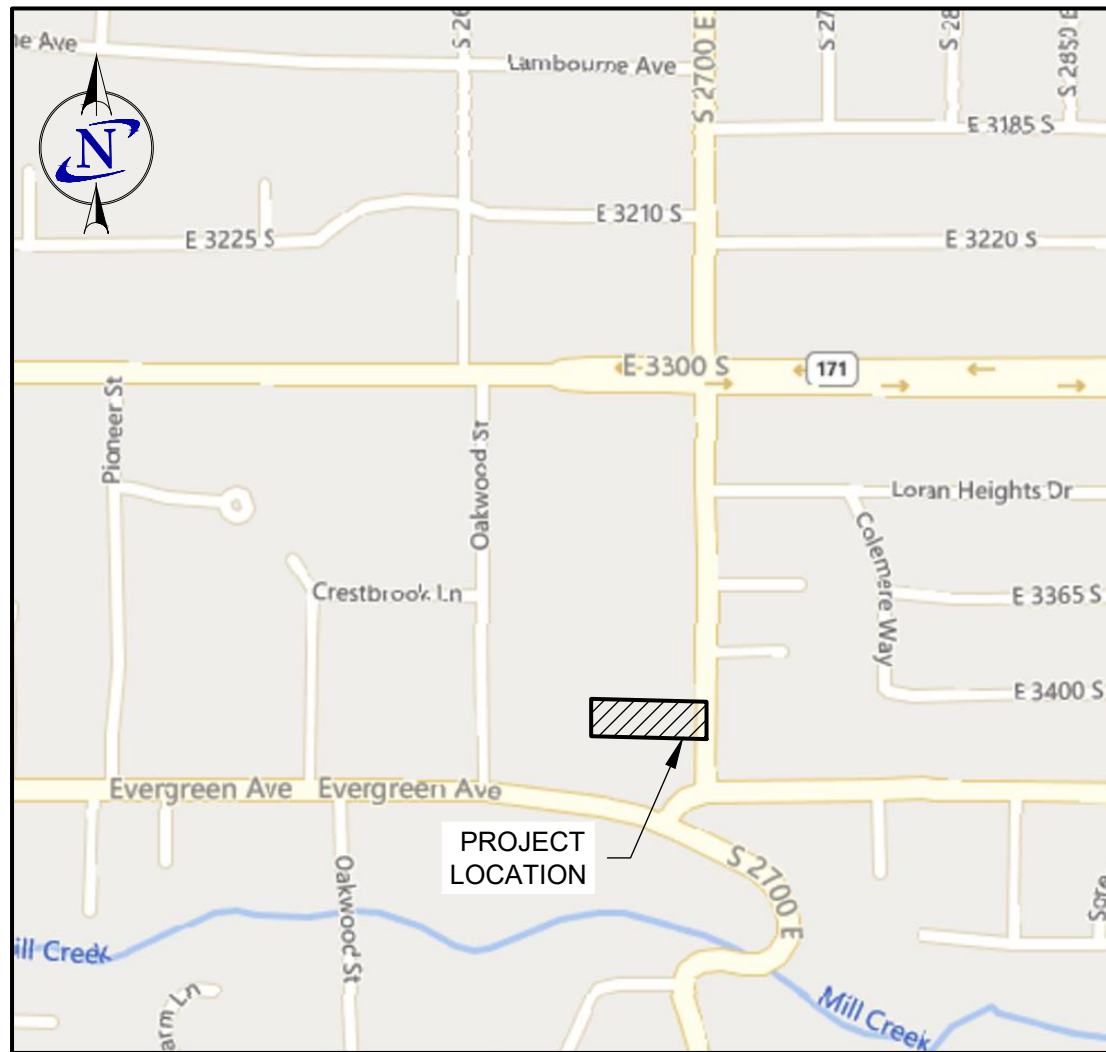
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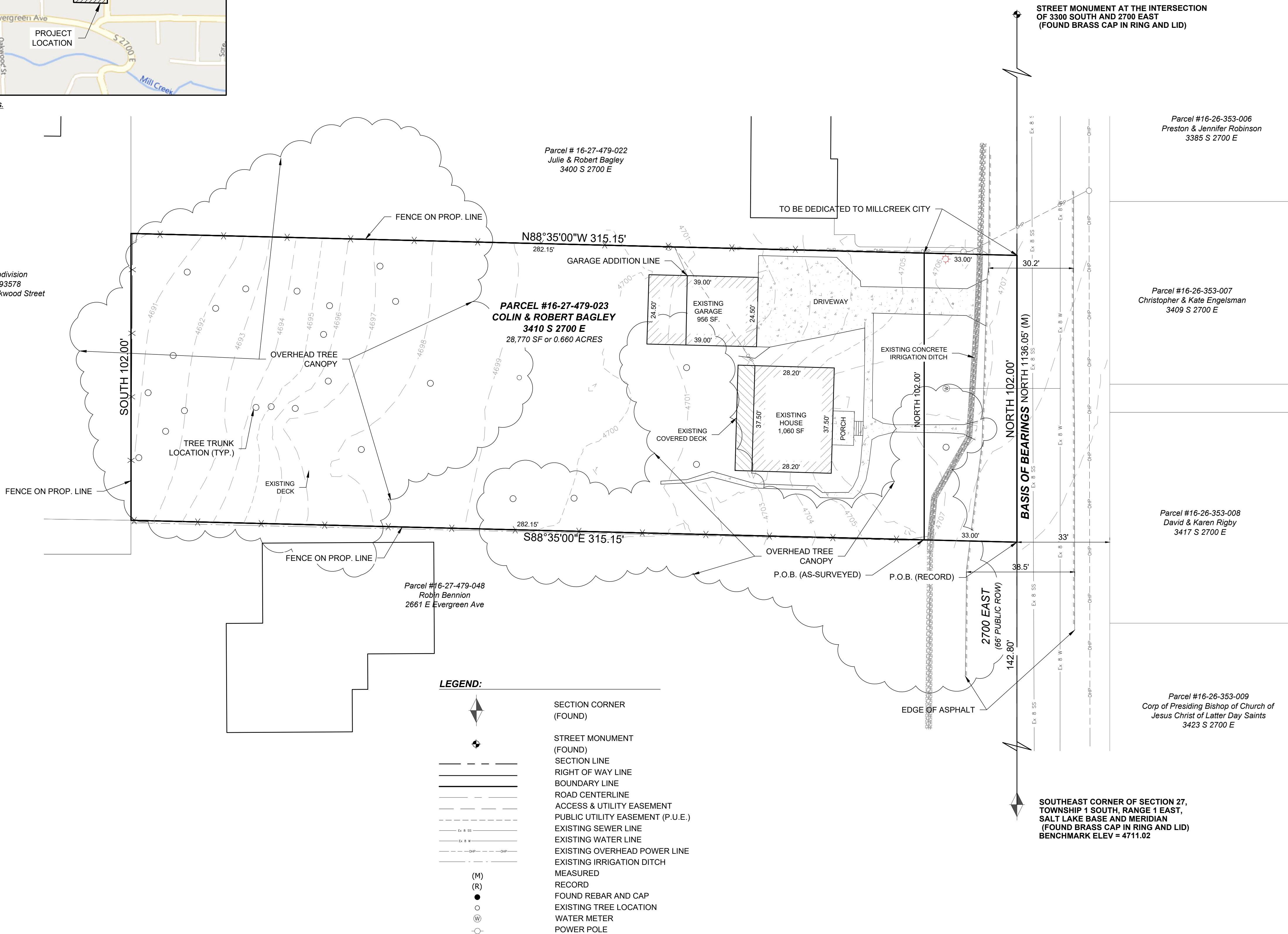
Know what's below.
Call before you dig.

ALTA/NSPS LAND TITLE SURVEY BAGLEY SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF
SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN,
MILLCREEK CITY, UTAH



VICINITY MAP N.T.S.



SURVEYOR'S CERTIFICATE:

TO: COLIN BAGLEY & GT TITLE SERVICES INC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2-5, 7A, 7B, 8, 13, & 17 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 19, 2023.

THIS SURVEY IS IN CONFORMANCE WITH THE UTAH COUNCIL OF LAND SURVEYORS STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS

Jared Ashton
JARED ASHTON
UTAH PROFESSIONAL LAND SURVEYOR
LICENSE NO. 12411560



BOUNDARY DESCRIPTION PER TITLE REPORT:

BEGINNING 142.8 FEET NORTH FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 102.0 FEET; THENCE NORTH 88°35' WEST 315.15 FEET; THENCE SOUTH 102.0 FEET; THENCE SOUTH 88°35' EAST 315.15 FEET, TO THE POINT OF BEGINNING.

AS-SURVEYED DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, IN SALT LAKE COUNTY, UTAH, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 142.80 FEET AND WEST 33.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY OF 2700 EAST; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 102.00 FEET; THENCE NORTH 88°35'00" WEST 282.15 FEET TO A POINT ALONG THE EASTERLY BOUNDARY LINE OF DANIELS SUBDIVISION ON RECORD AT THE SALT LAKE COUNTY RECORDERS OFFICE AS ENTRY #8393578; THENCE ALONG SAID SUBDIVISION SOUTH 102.00 FEET TO THE SOUTHEAST BOUNDARY CORNER OF SAID SUBDIVISION; THENCE SOUTH 88°35'00" EAST 282.15 FEET TO THE POINT OF BEGINNING.

CONTAINS 28,770 SF OR 0.660 ACRES

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 1136.05' (M) BETWEEN THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN AND THE STREET MONUMENT AT THE INTERSECTION OF 3300 SOUTH AND 2700 EAST.

THE BENCHMARK FOR THIS SURVEY IS THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. BENCHMARK ELEVATION = 4711.02'

GENERAL NOTES:

- THIS SURVEY IS BASED UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE, ISSUED BY GT TITLE SERVICES INC, COMMITMENT #SL54686CJ, COMMITMENT EFFECTIVE DATE: AUGUST 24, 2023
- THERE IS NO OBSERVABLE EVIDENCE OF THE SITE HAVING BEEN USED AS A SOLID WASTE DUMP, SLUMP, OR SANITARY LANDFILL.
- THERE IS NO OBSERVABLE EVIDENCE OF CEMETERIES OR BURIAL GROUNDS.
- THIS PROPERTY LIES IN ZONE X PER FEMA FLOOD MAP PANEL 304 OF 625, MAP #49035C0304H, REVISED NOVEMBER 19, 2021.
- DOCUMENTS UTILIZED IN THE PERFORMANCE OF THIS SURVEY:
 - DOCUMENTS REFERENCED IN THE ABOVE MENTIONED POLICY OF TITLE INSURANCE

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE AN "ALTA/NSPS LAND TITLE SURVEY" ON THE SUBJECT PROPERTY PER THE CLIENTS REQUEST, THAT WILL BE UTILIZED BY THE OWNER FOR THE SUBDIVISION OF THE SUBJECT PROPERTY. ALL DEED LINES WERE FOUND TO MATCH LINES OF OCCUPATION, THUS THE DEED WAS HELD. THE EASTERLY 33.00 FEET OF THE PROPERTY WHICH LIES IN THE RIGHT OF WAY OF 2700 EAST IS PROPOSED TO BE DEDICATED TO MILLCREEK CITY FOR THE PUBLIC RIGHT OF WAY.

SCHEDULE B-2 EXCEPTIONS

BASED ON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY GT TITLE SERVICES INC
FILES #SL54686CJ
EFFECTIVE DATE: AUGUST 24, 2023

ALL EXCEPTIONS ARE NOT ADDRESSED ON THIS MAP.

ALTA/NSPS LAND TITLE SURVEY BAGLEY SUBDIVISION

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 27,
TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
MILLCREEK CITY, SALT LAKE COUNTY, UTAH

DEVELOPER
COLIN BAGLEY
801-580-3238
3410 S 2700 E
MILLCREEK, UTAH



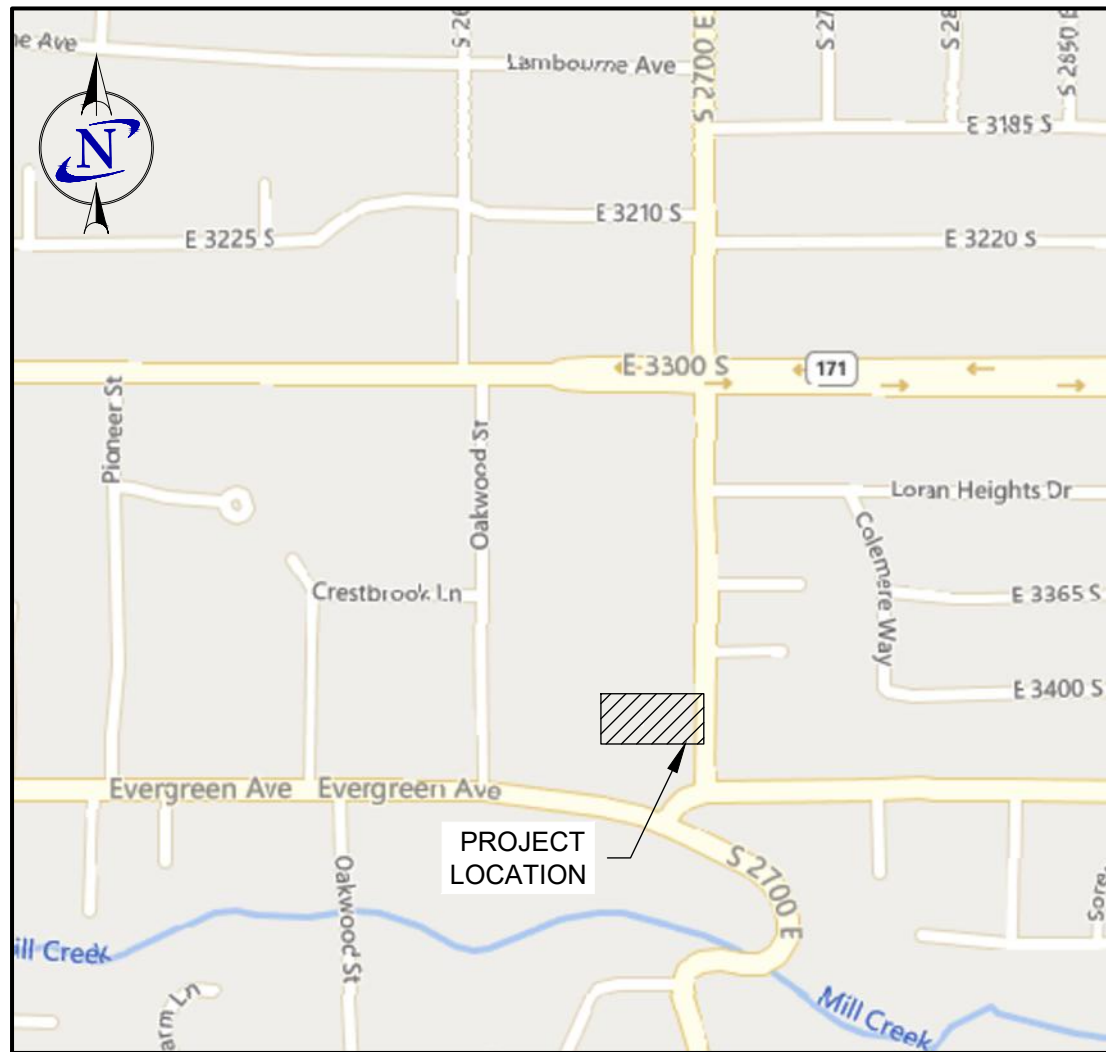
Sheet 1 OF 1

AL1

10430 South 2700 West, South Jordan, Utah 84095
Phone: (801) 253-0248 Fax: (801) 253-6139

BAGLEY SUBDIVISION
PRELIMINARY PLAT

LOCATED IN THE SOUTHEAST QUARTER OF
SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN,
MILLCREEK CITY, UTAH



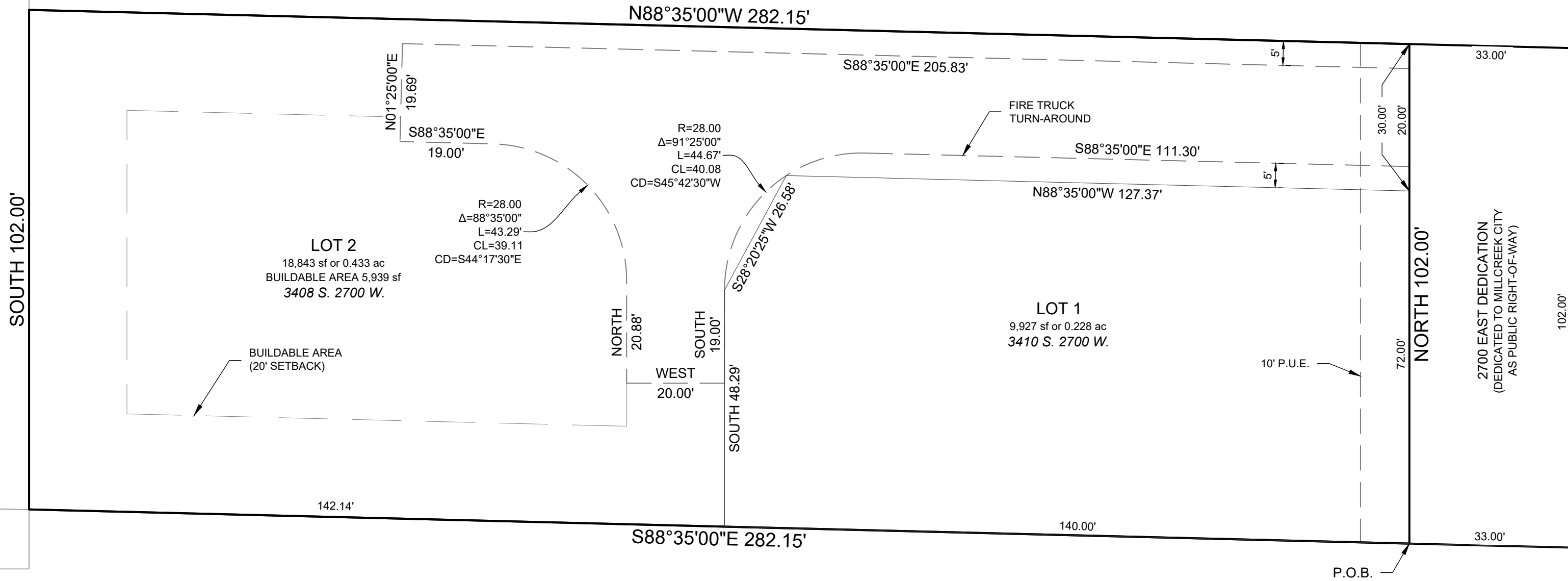
VICINITY MAP N.T.S.

Daniels Subdivision
Entry #8393578
3393-3397 S Oakwood Street



0 20
SCALE: 1" = 20'

Parcel # 16-27-479-022
Julie & Robert Bagley
3400 S 2700 E



Parcel #16-27-479-048
Robin Bennion
2661 E Evergreen Ave

SEE STORM WATER MAINTENANCE AGREEMENT, AS IS ON FILE
WITH SALT LAKE COUNTY RECORDERS OFFICE,
BOOK: _____ PAGE: _____ ENTRY NO. _____

STREET MONUMENT AT THE INTERSECTION
OF 3300 SOUTH AND 2700 EAST
(FOUND BRASS CAP IN RING AND LID)

Parcel #16-26-353-006
Preston & Jennifer Robinson
3385 S 2700 E

Parcel #16-26-353-007
Christopher & Kate Engelsman
3409 S 2700 E

Parcel #16-26-353-008
David & Karen Rigby
3417 S 2700 E

Parcel #16-26-353-009
Corp of Presiding Bishop of Church of
Jesus Christ of Latter Day Saints
3423 S 2700 E

SOUTHEAST CORNER OF SECTION 27,
TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
(FOUND BRASS CAP IN RING AND LID)
BENCHMARK ELEV = 4711.02

SURVEYOR'S CERTIFICATE:

I, JARED ASHTON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NO. 12411560 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTIONS 17-23-17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS HEREAFTER KNOWN AS:

BAGLEY SUBDIVISION

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



JARED ASHTON
UTAH PROFESSIONAL LAND SURVEYOR
LICENSE NO. 12411560

PROPERTY DESCRIPTION DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, IN SALT LAKE COUNTY, UTAH, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 142.80 FEET AND WEST 33.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY OF 2700 EAST; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 102.00 FEET; THENCE NORTH 88°35'00" WEST 282.15 FEET TO A POINT ALONG THE EASTERLY BOUNDARY LINE OF DANIELS SUBDIVISION ON RECORD AT THE SALT LAKE COUNTY RECORDERS OFFICE AS ENTRY #8393578; THENCE ALONG SAID SUBDIVISION SOUTH 102.00 FEET TO THE SOUTHEAST BOUNDARY CORNER OF SAID SUBDIVISION; THENCE SOUTH 88°35'00" EAST 282.15 FEET TO THE POINT OF BEGINNING.

CONTAINS 28,770 SF OR 0.660 ACRES

OWNER'S DEDICATION AND CONSENT TO RECORD:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS:

BAGLEY SUBDIVISION

AND DO HEREBY HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20____

OWNER

OWNER'S ACKNOWLEDGEMENT:

STATE OF _____)
COUNTY OF _____) SS.

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ IN THE STATE OF _____, WHO AFTER BEING DULY SWORN, SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED BEFORE ME THAT HE/SHE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSION IN UTAH
RESIDING IN _____ COUNTY

MY COMMISSION NO. _____ PRINTED FULL NAME OF NOTARY

NARRATIVE:

THIS SUBDIVISION PLAT WAS PREPARED AT THE REQUEST OF COLIN BAGLEY FOR THE PURPOSE OF SUBDIVIDING THE PARCEL OF LAND KNOWN BY THE ASSESSOR AS PARCEL #16-27-479-023 (SALT LAKE COUNTY ASSESSOR'S OFFICE) INTO SEPARATE LOTS. THE DANIELS SUBDIVISION PLAT (ENTRY #8393578) AND EXISTING LINES OF OCCUPATION WERE USED TO LOCATE AND VERIFY THE WESTERLY LINE OF THE SUBJECT PARCEL. THE RIGHT OF WAY LINE AND EXISTING LINE OF OCCUPATION OF 2700 EAST WERE USED TO LOCATED AND VERIFY THE EASTERLY LINE OF THE SUBJECT PARCEL. THE NORTHERLY AND SOUTHERLY LINES OF THE SUBJECT PARCEL WERE LOCATED AND VERIFIED BY THE ADJOINING DEEDS AND EXISTING LINES OF OCCUPATION.

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 1136.05' (M) BETWEEN THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN AND THE STREET MONUMENT AT THE INTERSECTION OF 3300 SOUTH AND 2700 EAST.

THE BENCHMARK FOR THIS SURVEY IS THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. BENCHMARK ELEVATION = 4711.02'

BAGLEY SUBDIVISION

1 OF 1

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 27,
TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
MILLCREEK CITY, SALT LAKE COUNTY, UTAH

OWNER / DEVELOPER
COLIN BAGLEY
(801) 580-3238
3410 S 2700 E
MILLCREEK, UTAH

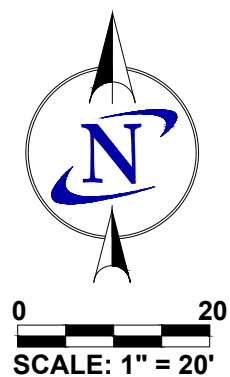


10430 South 2700 West, South Jordan, Utah 84095
Phone: (801) 253-0248 Fax: (801) 253-6139

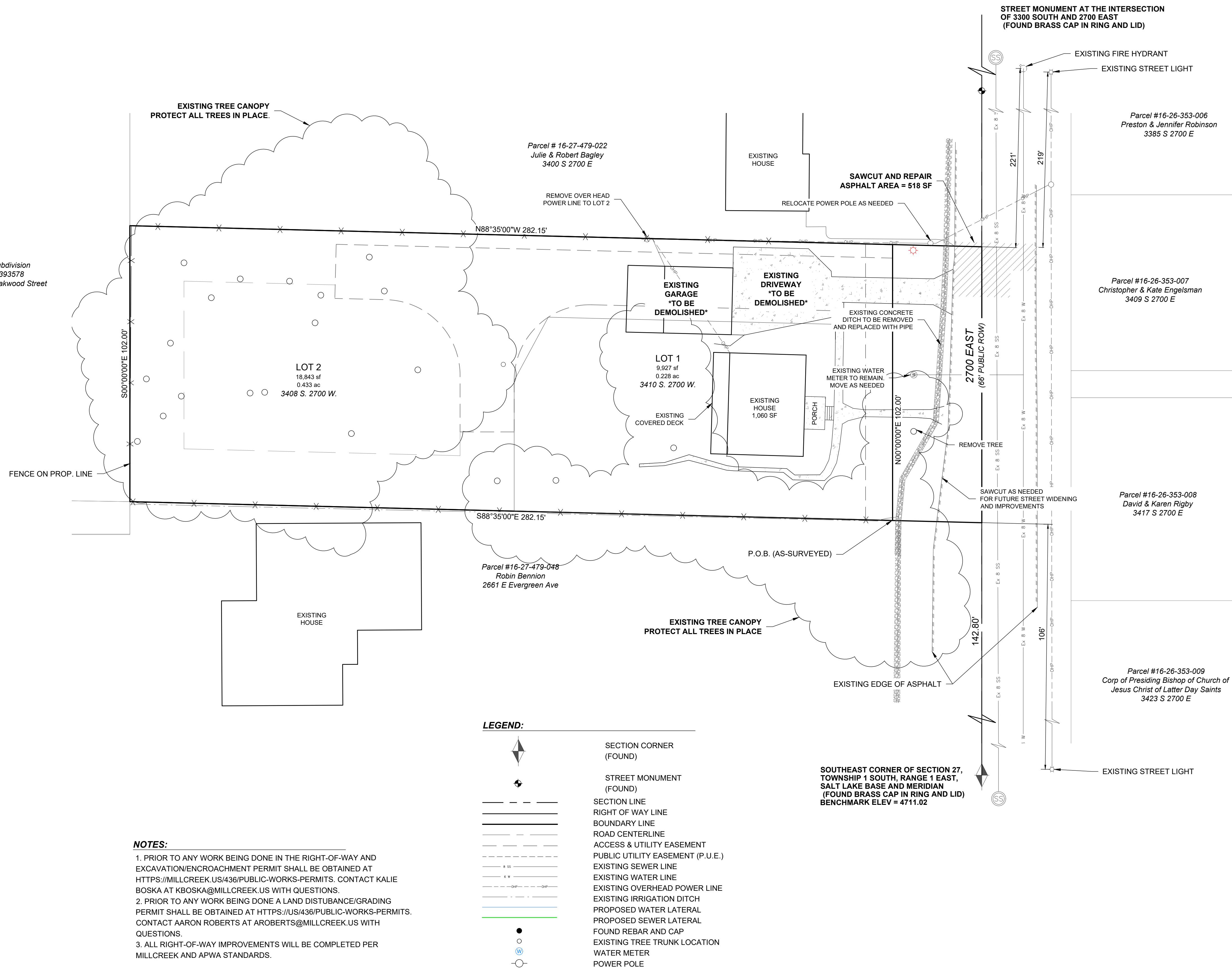
SHEET

PL1

LEGEND: (M) (R) O	NOTES: 1. A RIGHT-OF-WAY ENCROACHMENT PERMIT MUST BE OBTAINED FROM MILLCREEK PRIOR TO DOING ANY WORK IN THE RIGHT-OF-WAY. CONTACT KALIE BOSKA AT (801) 214-2603 2. ALL RIGHT-OF-WAY IMPROVEMENTS WILL BE COMPLETED PER MILLCREEK AND APWA STANDARDS. 3. PRIOR TO ANY WORK BEING DONE A LAND DISTURBANCE / GRADING PERMIT SHALL BE OBTAINED AT HTTPS://MILLCREEK.US/436/PUBLIC-WORKS-PERMITS. CONTACT AARON ROBERTS AT AROBERTS@MILLCREEK.US WITH QUESTIONS. 4. MANY AREAS IN MILLCREEK HAVE GROUNDWATER PROBLEMS DUE TO FLUCTUATING WATER TABLE. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION WILL SOLVE GROUNDWATER PROBLEMS, IF ANY. 5. OWNERS AND POTENTIAL PURCHASERS OF PROPERTY LEGALLY DESCRIBED BY THIS PLAT (THE "PROPERTY") SHOULD FAMILIARIZED THEMSELVES WITH ALL NOTES, LOT INFORMATION, EASEMENTS, AND OTHER PERTINENT INFORMATION CONTAINED ON THIS PLAT, IN ADDITION TO ANY AGREEMENTS, CONDITIONS, COVENANTS AND	NOTES (CONT.): RESTRICTIONS (CC&R'S) DOCUMENTS CURRENTLY EXISTING AND AS MAY BE CHANGED OR AMENDED FROM TIME TO TIME. FAILURE TO COMPLY AND ADHERE TO THESE ITEMS COULD RESULT IN FINANCIAL LOSS OR CHANGES IN EXPECTED PROPERTY USE. 6. A GEOTECHNICAL REPORT HAS BEEN PREPARED BY _____, AND DATED _____, THIS INFORMATION IS ON FILE WITH MILLCREEK AND ALSO AT THE OFFICE OF _____ 7. THE SURVEYOR AND/OR ENGINEER LISTED, CERTIFY THAT LEGAL DESCRIPTION OF THE PROPERTY REFERENCED WITHIN A CERTAIN TITLE REPORT PREPARED BY _____, MATCHES THE DESCRIPTION SHOWN ON THIS PLAT AND FURTHER CERTIFIES THAT ALL KNOWN OR RECORDED EASEMENT, CLAIMS OR EASEMENTS OR ENCUMBRANCES, AS LISTED WITHIN THIS SAME TITLE REPORT, ARE SHOWN OR NOTED ON THIS PLAT. 8. SALT LAKE COUNTY HEALTH DEPARTMENT REQUIRES WILL SERVE LETTERS FROM BOTH SEWER AND WATER AGENCIES.			
SALT LAKE COUNTY HEALTH DEPARTMENT APPROVED THIS _____ DAY OF _____, A.D. 20 ____ BY THE SALT LAKE COUNTY HEALTH DEPARTMENT. _____ DIRECTOR, HEALTH DEPARTMENT	UNIFIED FIRE AUTHORITY APPROVAL _____ SIGNED _____ DATE _____	SALT LAKE COUNTY ADDRESSING APPROVAL _____ SIGNED _____ DATE _____	MILLCREEK ENGINEERING _____ SIGNED _____ DATE _____	RECORD OF SURVEY R.O.S. # _____ _____ COUNTY SURVEYOR REVIEWER _____ DATE _____	EAST MILL CREEK WATER COMPANY _____ SIGNED _____ DATE _____
PUBLIC UTILITY APPROVAL CENTURYLINK: _____ DATE: _____ COMCAST: _____ DATE: _____ DOMINION ENERGY: _____ DATE: _____ ROCKY MTN. POWER: _____ DATE: _____ OTHER: _____ DATE: _____	SEWER DISTRICT APPROVED THIS _____ DAY OF _____, A.D. 20 ____ BY THE SEWER DISTRICT / DEPARTMENT. _____ MT OLYMPUS IMPROVEMENT DISTRICT _____ DATE _____	MILLCREEK PLANNING COMMISSION APPROVED THIS _____ DAY OF _____, A.D. 20 ____ BY THE MILLCREEK PLANNING COMMISSION. _____ MILLCREEK PLANNING COMMISSION CHAIR _____ DATE _____	MILLCREEK PLANNING AND ZONING DEPARTMENT APPROVED THIS _____ DAY OF _____, A.D. 20 ____ BY THE MILLCREEK PLANNING AND DEVELOPMENT DEPARTMENT _____ MILLCREEK PLANNING AND ZONING DIRECTOR _____	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, A.D., 20 ____ _____ MILLCREEK ATTORNEY	MILLCREEK MAYOR PRESENTED TO THE MAYOR AND MILLCREEK COUNCIL THIS _____ DAY OF _____, A.D. 20 ____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED. _____ MAYOR _____ ATTEST: CITY RECORDER _____ SEAL _____
SALT LAKE COUNTY RECORDER RECORDED NO. _____ STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: _____ DATE _____ TIME _____ BOOK _____ PAGE _____ FEE \$ _____ DEPUTY SALT LAKE COUNTY RECORDER _____					



Daniels Subdivision
Entry #8393578
3393-3397 S Oakwood Street



NOTES:

1. PRIOR TO ANY WORK BEING DONE IN THE RIGHT-OF-WAY AND EXCAVATION/ENCROACHMENT PERMIT SHALL BE OBTAINED AT [HTTPS://MILLCREEK.US/436/PUBLIC-WORKS-PERMIT](https://millcreek.us/436/PUBLIC-WORKS-PERMIT). CONTACT KALIE BOSKA AT KBOSKA@MILLCREEK.US WITH QUESTIONS.
2. PRIOR TO ANY WORK BEING DONE A LAND DISTURBANCE/GRADING PERMIT SHALL BE OBTAINED AT [HTTPS://US/436/PUBLIC-WORKS-PERMIT](https://us/436/PUBLIC-WORKS-PERMIT). CONTACT AARON ROBERTS AT AROBERTS@MILLCREEK.US WITH QUESTIONS.
3. ALL RIGHT-OF-WAY IMPROVEMENTS WILL BE COMPLETED PER MILLCREEK AND APWA STANDARDS.

LEGEND:

- SECTION CORNER (FOUND)
- STREET MONUMENT (FOUND)
- SECTION LINE
- RIGHT OF WAY LINE
- BOUNDARY LINE
- ROAD CENTERLINE
- ACCESS & UTILITY EASEMENT
- PUBLIC UTILITY EASEMENT (P.U.E.)
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING IRRIGATION DITCH
- PROPOSED WATER LATERAL
- PROPOSED SEWER LATERAL
- FOUND REBAR AND CAP
- EXISTING TREE TRUNK LOCATION
- WATER METER
- POWER POLE



BAGLEY SUBDIVISION - 3410 S 2700 E

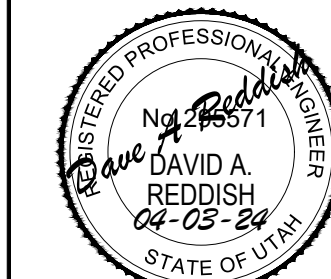
DEMO PLAN

CONSTRUCTION DRAWINGS

REV	DESCRIPTION	DATE

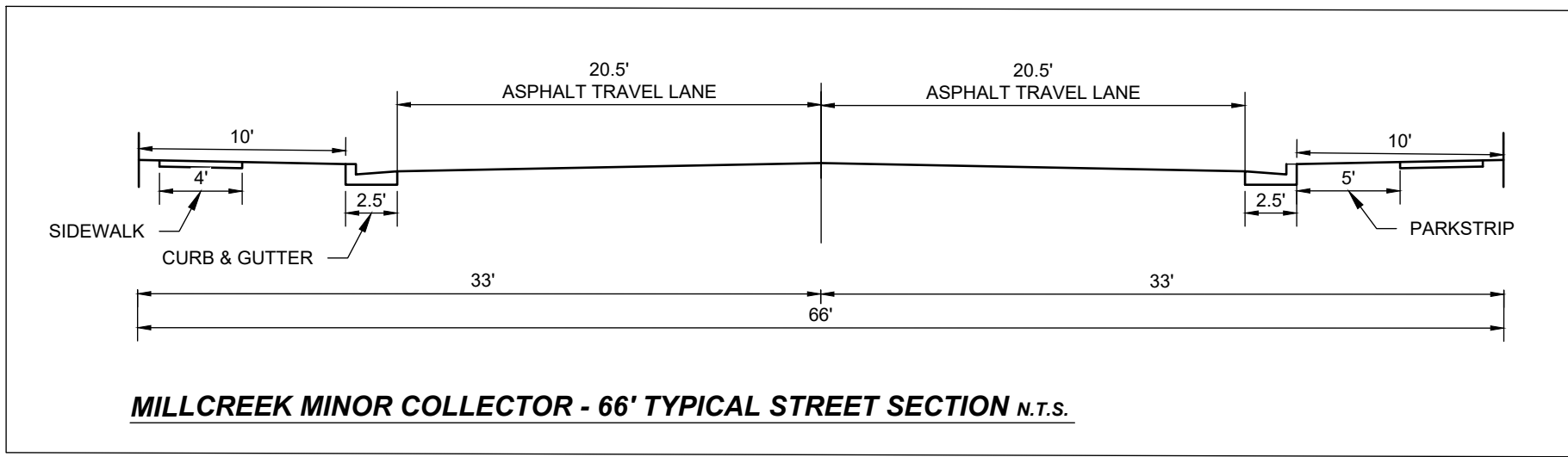
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DRAFTING CHECK:

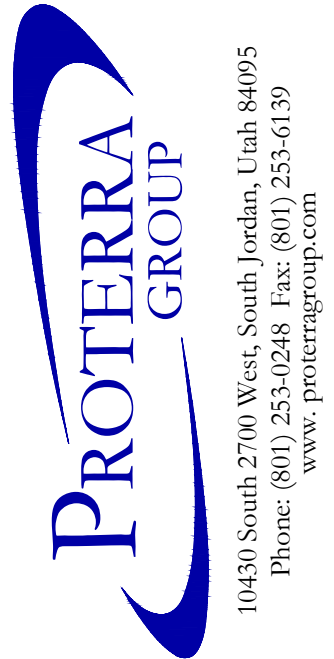
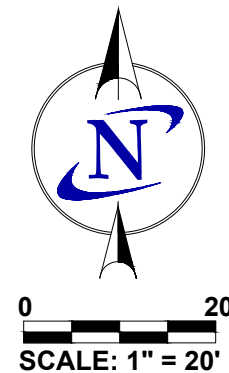
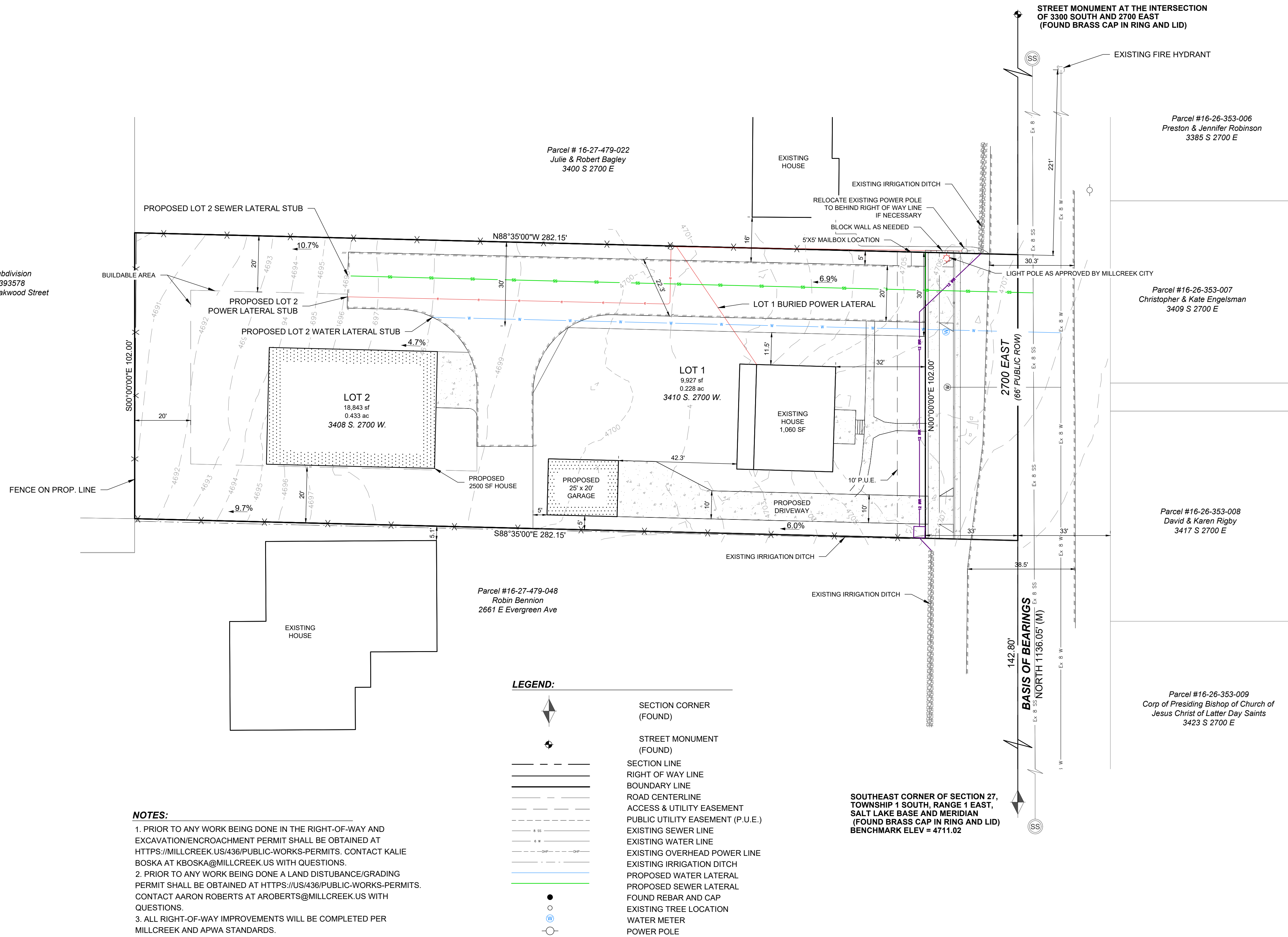


SHEET:

DM1



Daniels Subdivision
Entry #8393578
3393-3397 S Oakwood Street



BAGLEY SUBDIVISION - 3410 S 2700 E

SITE PLAN
CONSTRUCTION DRAWINGS

REV	DESCRIPTION	DATE

DESIGN CHECK:
DRAFTING CHECK:



SHEET:
SP1

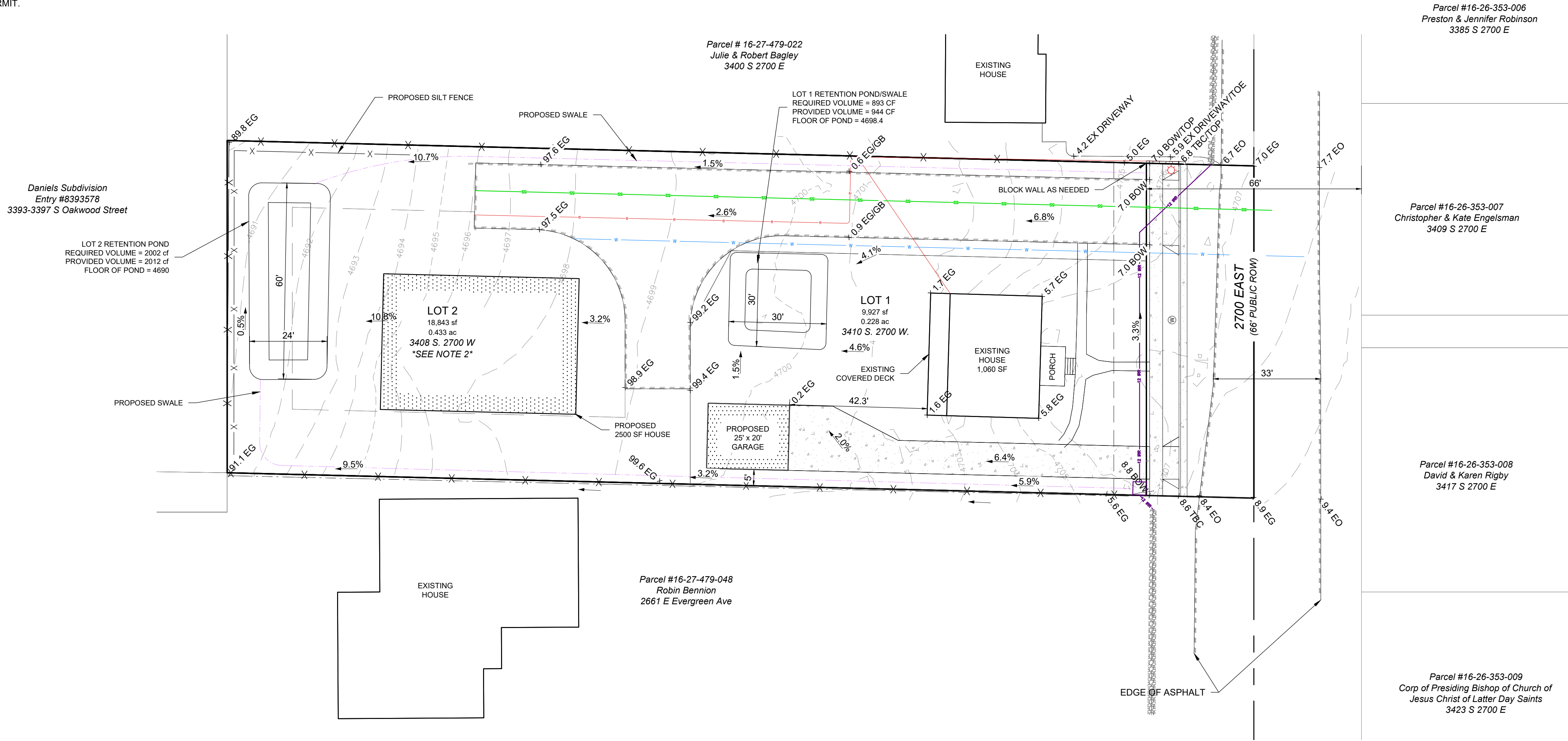
Estimated Lot 2 Retention Calculation				
Design Criteria:				
Recurrence Interval:	100 years			
Discharge Rate:	0.00 cfs			
Discharge Allowed:	0.00 cfs			
Runoff Coefficient "C"	0.44 (approx.)			
Drainage Area:	0.43 acres			
Retention				
Duration	Retention Volume (cu-ft)	Peak Runoff (cfs)	I (in./hr)	T _c (min.)
15-min	729	1	4.28	15
30-min	981	1	2.88	30
1-hr	1212	0	1.78	60
2-hr	1335	0	0.98	120
3-hr	1362	0	0.67	180
6-hr	1471	0	0.36	360
12-hr	1778	0	0.22	720
24-hr	2002	0	0.12	1440
Retention Volume Required (cubic-feet):			2,002 cf (approx.)	
			0.05 ac-ft	

"THE REQUIRED RETENTION VOLUME WILL BE FINALIZED WHEN THE " SITE PLAN IS SUBMITTED WITH THE ARCHITECTURAL PLAN FOR BUILDING PERMIT.

Assumed Determination of Lot 2 "C" Coefficient			
Description	Percentage of Total Area	Area (sq ft)	Runoff Coefficient
Building	13% (approx.)	2,500.00	0.85
Concrete	1% (approx.)	276.00	0.90
Asphalt	29% (approx.)	5,418.00	0.85
Landscape	57% (approx.)	10,649.00	0.13
Weighted Total:	100%	18,843.00	0.44 (approx.)

Lot 1 Retention Calculation				
Design Criteria:				
Recurrence Interval:	100 years			
Discharge Rate	0.00 cfs			
Discharge Allowed:	0.00 cfs			
Runoff Coefficient "C"	0.37			
Drainage Area:	0.23 acres			
Retention				
	Retention Volume	Peak Runoff	I	T _c
Duration	(cu-ft)	(cfs)	(in./hr)	(min.)
15-min	325	0	4.28	15
30-min	437	0	2.88	30
1-hr	541	0	1.78	60
2-hr	595	0	0.98	120
3-hr	607	0	0.67	180
6-hr	656	0	0.36	360
12-hr	793	0	0.22	720
24-hr	893	0	0.12	1440
Retention Volume Required (cubic-feet):			893 cf	
			0.02 ac-ft	

Determination of Lot 1 "C" Coefficient			
Description	Percentage of Total Area	Area (sq ft)	Runoff Coefficient
Building	16%	1,560.00	0.84
Concrete	16%	1,615.00	0.90
Landscape	68%	6,752.00	0.14
Weighted Total:	100%	9,927.00	0.37



LEGEND:

- SECTION LINE
- RIGHT OF WAY LINE
- BOUNDARY LINE
- ROAD CENTERLINE

- NOTES:**
- PRIOR TO ANY WORK BEING DONE A LAND DISTUBANCE/GRADING PERMIT SHALL BE OBTAINED AT [HTTPS://US436/PUBLIC-WORKS-PERMIT](https://us436/public-works-permits)S. CONTACT AARON ROBERTS AT AROBERTS@MILLCREEK.US WITH QUESTIONS.
 - STORM WATER RETENTION WILL BE REQUIRED ON LOT 2. AN ESTIMATION OF 1,304 CF WILL BE PRODUCED BY THE DEVELOPMENT OF LOT 2. THIS IS ONLY AN ESTIMATION AND AN UPDATED DRAINAGE CALCULATION WILL BE REQUIRED WHEN APPLYING FOR A BUILDING PERMIT.
 - ALL RIGHT-OF-WAY IMPROVEMENTS WILL BE COMPLETED PER MILLCREEK AND APWA STANDARDS.
 - FIRM MAP NUMBER 49035C0304H, PANEL 304 OF 625 EFFECTIVE DATE NOVEMBER 19, 2021 FLOOD ZONE X

PROJECT BENCHMARK

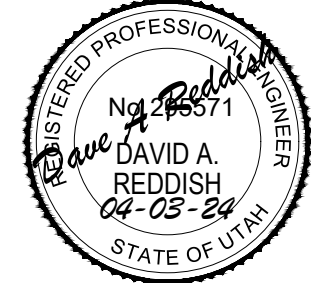
THE BENCHMARK FOR THIS SURVEY IS THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.
BENCHMARK ELEVATION = 4711.02'



REVISIONS

REV	DESCRIPTION	DATE

DESIGN CHECK:
DRAFTING CHECK:



SHEET:

GP1

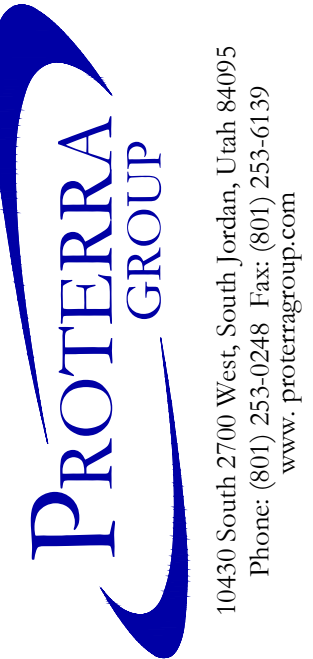
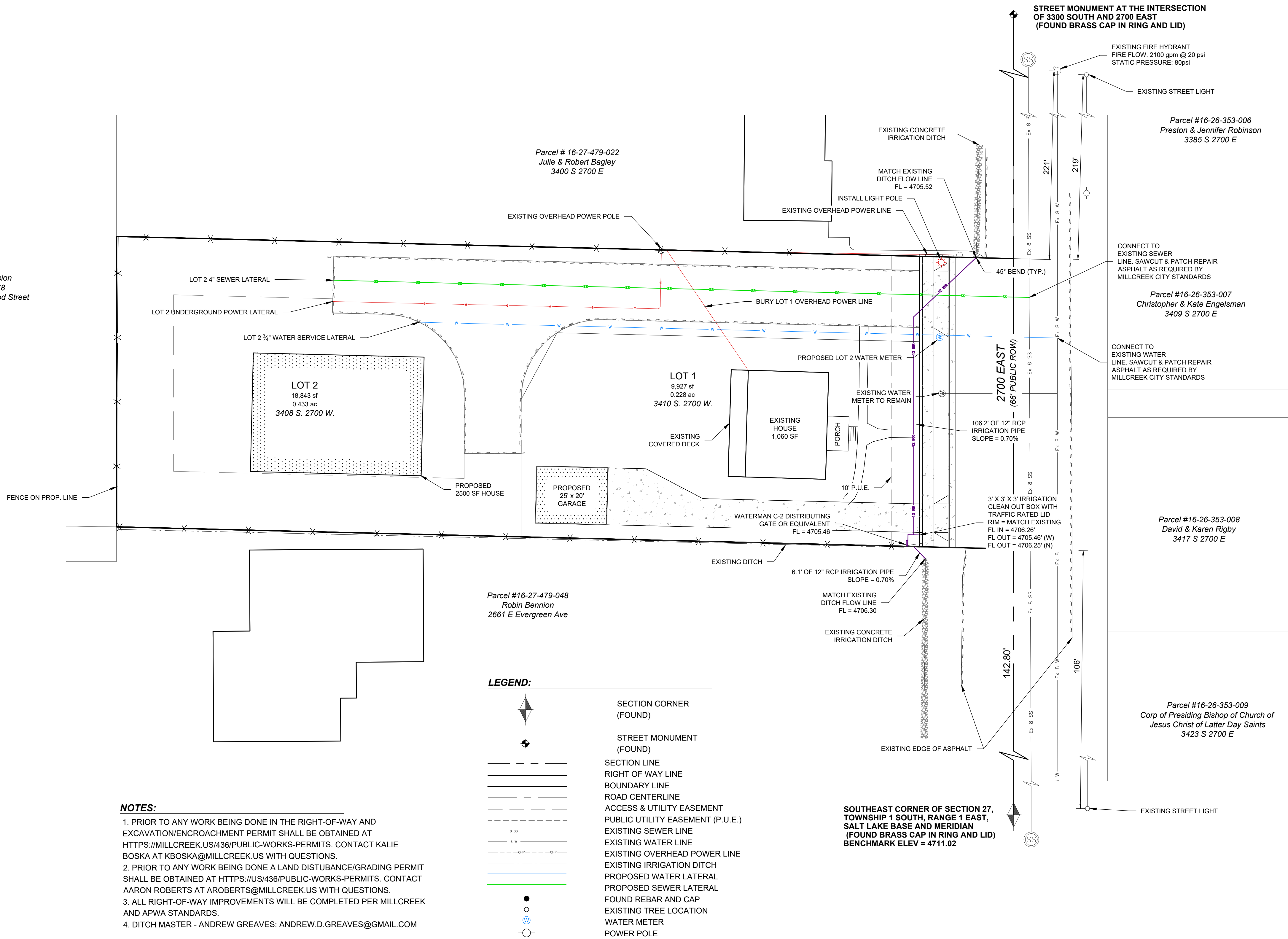
BAGLEY SUBDIVISION - 3410 S 2700 E

GRADING / DRAINAGE PLAN

CONSTRUCTION DRAWINGS



Daniels Subdivision
Entry #8393578
3393-3397 S Oakwood Street



BAGLEY SUBDIVISION - 3410 S 2700 E

UTILITY PLAN
CONSTRUCTION DRAWINGS

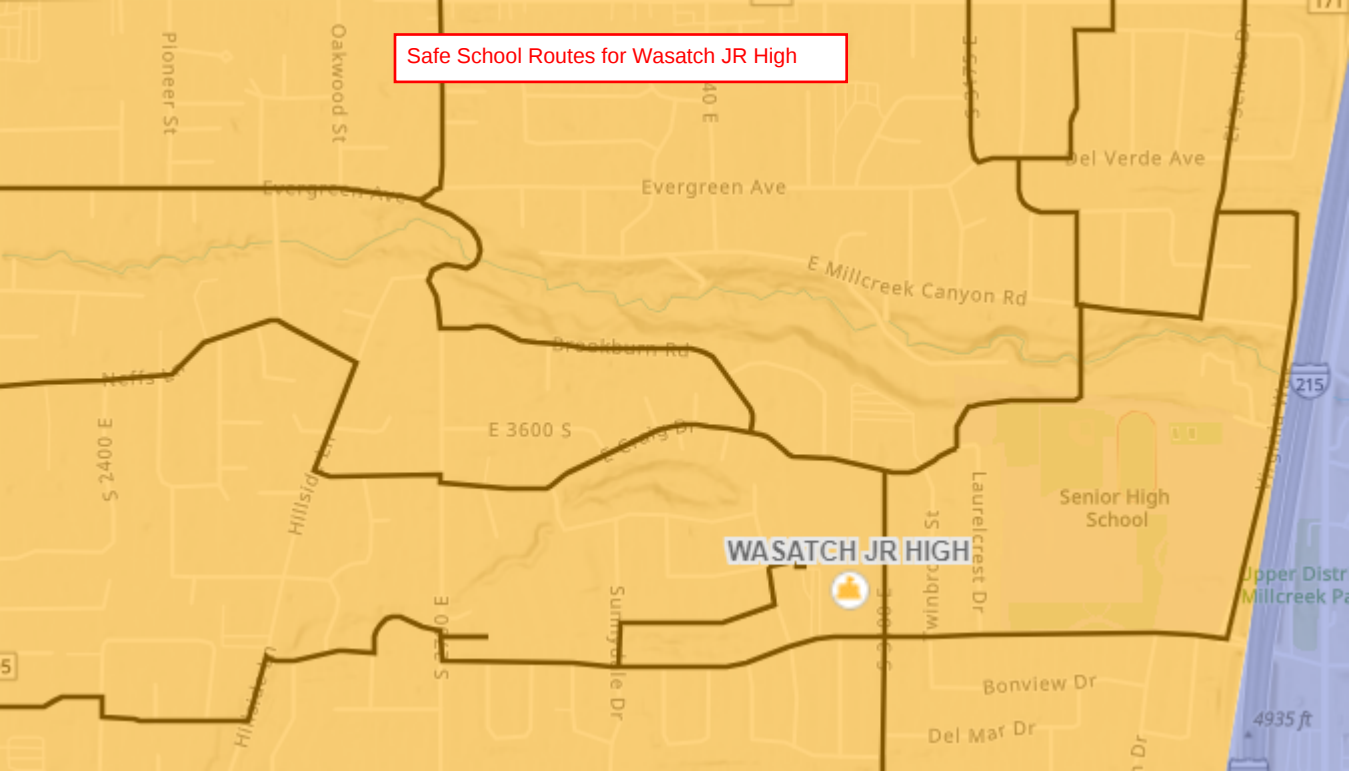
REV	DESCRIPTION	DATE

DESIGN CHECK:
DRAFTING CHECK:



SHEET:
UT1

Safe School Routes for Wasatch JR High





February 8, 2025

To: Millcreek Planning and Zoning
Millcreek Planning Commission

Subject: EX-24-003 Application for Sidewalk, Curb, and Gutter Exception/Deferral at 3410 S 2700 E

At the February 6, 2025, meeting of the East Mill Creek Community Council (EMCCC), planner Carlos Estudillo presented application EX-24-003, applicant Colin Bagley's request for a Sidewalk, Curb, and Gutter Exception/Deferral at 3410 S 2700 E. Mr. Estudillo provided the nature of the request and synopsis, planning staff findings and recommendation, Public Works Director recommendation, and supporting documents. (See 2/6/2025 Community Council Staff Memo for details.) Applicant Bagley also spoke to the request.

The following considerations were discussed by the council:

- ~A request to complete the missing sidewalk segments for the east side of 2700 E has been on EMCCC's CIP request list since 2019. Accommodation of this EMCCC request would in significant measure contribute to addressing the pedestrian safety issues cited in staff findings.
- ~The west side of 2700 East has ditches that complicate the sidewalk construction.
- ~A sidewalk in front of this single parcel this would render it the only one on the west side between 3300 S and Evergreen Ave. Given the distance from the edge of the current roadway to a sidewalk meeting Millcreek's Minor Collector roadway standards, pedestrians would likely not use it and, insofar as they did, would have to step off of it and back onto the side of the roadway, itself a safety concern.
- ~The general consensus was that, with respect to pedestrian safety at least, it would better serve the interest of the district to address the east side of 2700 E where some sidewalk already exists.

In light of these and other considerations, the EMCCC was of the opinion that the applicant has met the **Aesthetic** and **Exceptional Conditions or Circumstances** requirements for an exception to the required improvements. Accordingly, a motion was made, seconded, and passed unanimously to forward a positive recommendation on the application to the Planning Commission.

/s/

Jamie Allyn
Vice Chair | Land Use, EMCCC

CC: Carlos Estudillo
Francis Lilly
EMCCC

AFTER RECORDING RETURN TO:

**Millcreek
1330 E Chambers Ave
Millcreek, Utah 84106**

DEFERRAL AGREEMENT

THIS DEFERRAL AGREEMENT (this “**Agreement**”) is entered into effective _____, 2025, by and between **MILLCREEK**, a Utah municipality whose address is 1330 E Chambers Ave, Millcreek, UT 84106 (“**Millcreek**”), and the undersigned owner(s) (“**Owner**”) of the real property described below.

RECITALS:

A. Owner owns legal title to certain real property (the “**Property**”) that is located at 3410 South 2700 East and that is more particularly described on exhibit “A” attached hereto and incorporated herein by reference.

B. Owner has requested that Millcreek temporarily defer Owner’s obligation to install certain public improvements which are and will remain public property (the “**Improvement**”) that are described on exhibit “B” attached hereto and incorporated herein by reference.

C. Millcreek is willing to defer Owner’s obligation to install the Improvements conditioned on Owner’s promise to install the Improvements promptly upon Millcreek’s future demand as specified in this Agreement.

D. The parties intend to set forth herein their entire agreement regarding the subject deferral, and to supersede hereby and to consolidate herein all of their prior negotiations and agreements, whether oral or written, regarding the same.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Owner’s Acknowledgment.** Owner hereby irrevocably acknowledges its obligation to install the Improvements immediately upon Millcreek’s demand as specified in this Agreement.

Section 2. **Grant of Deferral.** Millcreek hereby grants to Owner a temporary deferral (the “**Deferral**”) of Owner’s obligation to install the Improvements. Millcreek’s grant of the Deferral is conditioned on and subject to Owner’s covenant to, among other things, install the Improvements and if necessary, convey associated real property to Millcreek promptly upon Millcreek’s written demand and to affect such installation and conveyance at Owner’s sole cost and in strict accordance with Millcreek’s specifications, rules, regulations and ordinances in effect at the time of such installation.

Section 3. **Termination of Deferral.** Millcreek shall have the absolute, unfettered right to terminate the Deferral at any time prior to _____, 2065 (40 years from execution date) upon written notice to Owner at the address described below. If Millcreek terminates the Deferral, Owner shall commence construction/installation of the Improvements within thirty (30) calendar days after Millcreek's written notice of termination of the Deferral and shall complete such construction/installation within one hundred twenty (120) days after such date.

Section 4. **Termination of Obligation.** Millcreek shall have the absolute, unfettered right to terminate the Owner's obligation to install the Improvements. Millcreek shall notify Owner in writing at the address described below if it terminates Owner's obligation to install the Improvements. If Millcreek does not terminate the Deferral Agreement on or before _____, 2065 (40 years from execution date) the Owner's obligation to install the Improvements shall be terminated and this Agreement shall be null and void.

Section 5. **Owner's Default.** If Owner fails to install the Improvements as required herein, then Millcreek shall have the option, but not the obligation, to install the Improvements on Owner's behalf. Immediately upon Millcreek's submission of an invoice to Owner, the Owner shall reimburse Millcreek for any and all costs incurred by Millcreek to so install the Improvements including attorneys' fees plus an additional fifteen percent (15%) thereon to cover Millcreek's increased overhead attributable to Owner's default hereunder. Interest shall accrue on the invoiced amount at the rate of eighteen percent (18%) per annum. **The invoiced amount, together with interest thereon, shall constitute a continuing lien on and encumbrance against the Property and Millcreek shall have the continuing right, at its option, to commence an action to foreclose such lien in the manner then specified for foreclosure of mortgages under then-current Utah state law. Owner shall be liable for payment of any deficiency remaining following such foreclosure.** Even though all the obligations of Owners and successor Owners under this Agreement shall be joint, and several obligations of each party Millcreek will attempt to allocate the liability equally to all Owner of Property.

In addition to the right of foreclosure specified above, upon Owner's default hereunder Millcreek also may seek any and all other legal and/or equitable remedies available against Owner.

Section 6. **Covenants Run With Land.** Owner's obligations under this Agreement shall (a) create an equitable servitude on the Property in favor of Millcreek; (b) constitute a covenant running with the land constituting the Property; (c) bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time to time; and (d) inure to the benefit of and be binding upon (i) Millcreek and its successors and assigns, and (ii) Owner its successors and assigns as to legal ownership of the Property.

Section 7. **No Partnership.** Millcreek and Owner do not by this Agreement in any way or for any purpose become partners or joint ventures with each other.

Section 8. **General Provisions.** The following provisions are also an integral part of this Agreement:

8.1. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto

8.2. **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.

8.3. **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.

8.4. **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.

8.5. **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.

8.6. **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.

8.7. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

8.8. **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

8.9. **Attorneys' Fees.** In the event any action or proceeding is brought by either party regarding this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial or on appeal.

8.10. **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 two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth herein or to such other address (es) as may be supplied by a party to the other from time to time in writing.

8.11. **Time of Essence.** Time is the essence of this Agreement.

8.12. **Assignment.** Owner may assign or otherwise convey its rights or delegate its duties under this Agreement only in connection with the conveyance of fee title to the Property. Such assignment and delegation shall be deemed to occur automatically and contemporaneously with any such conveyance. No such conveyance shall relieve the original Owner of its obligations hereunder; instead, the original Owner shall remain liable to assure and to guaranty the full and timely performance of all of Owner’s obligations hereunder notwithstanding that a successor Owner may then hold legal title to the Property.

8.13 **Joint and Several Obligations.** All the obligations of Owners and successor Owners under this Agreement shall be joint and several obligations of each party.

DATED effective the date first above written.

Property OWNER (s) of Record:

Colin McKay Bagley

Robert Lell Bagley

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN to before me by Colin McKay Bagley and Robert Lell Bagley this ____ day of _____, 20__.

Notary Public
Residing at: _____

My Commission Expires:

MILLCREEK:

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 20____, personally appeared before me **Jeff Silvestrini** and **Elyse Sullivan**, who being duly sworn, did say that they are the Mayor and City Recorder, respectively, of Millcreek, and said persons acknowledged to me that said municipality executed the same.

Notary Public
Residing at: _____

My Commission Expires:

**Exhibit A
to Deferral Agreement**

The following described real property located in Salt Lake County, Utah:

Project SD-23-007 & EX-24-003

.66 Acres at 3410 S 2700 E Millcreek, Utah
3408-3410 S 2700 E
Parcel No. 16274790230000

Legal Description

BEGINNING 142.8 FEET NORTH FROM THE SOUTHEAST CORNER OF SECTION 27,
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND
RUNNING THENCE NORTH 102.0 FEET; THENCE NORTH 88°35' WEST 315.15 FEET;
THENCE SOUTH 102.0 FEET; THENCE SOUTH 88°35' EAST 315.15 FEET TO THE POINT
OF BEGINNING.

**COM 142.8 FT N FR SE COR SEC 27 T 1S R 1E SL MER N 102 FT N 88^35' W 315.15
FT S 102 FT S 88^35' E 315.15 FT TO BEG 0.73AC 10561-4682 10561-4677,4685 10562-
0510 10562-0510**

Exhibit B
to Deferral Agreement
Following Millcreek Title 19.76.210, Municipal Code 18.06.130, and 14.40.030

The improvements below SHALL be installed from the north property line at 3410 South 2700 East to the south property line at 3410 South 2700 East. Running along 2700 East; Parcel Number 16274790230000.

No less than 102 linear feet of curb and gutter are subject to Millcreek standards at time of installation, as approved by Millcreek's City ENGINEER.

No less than 102 linear feet of sidewalk subject to Millcreek standards at time of installation, as approved by Millcreek's City ENGINEER.