The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, March 25, 2025, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Cindy Wood

4. Approval of Minutes:

5. Awards, Ceremonies and Proclamations:

   A. Recognition of Elise Christenson, National Merit Finalist from American Preparatory Academy

6. Public Comment Period:

   (The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once. Comments shall be limited to City business and matters within the purview of the City Council.

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

Speakers should not expect any debate with the Mayor, City Council or City Staff. The Mayor, City Council or City Staff may respond after the comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

7. Resolutions:

   A. 25-39: Approve and Authorize the Execution of an Interlocal Agreement for the Metro Fire Agency

   B. 25-40: Authorize the City to Purchase Sand Filters and Enter Into an Agreement with Stratton & Bratt Landscaping, LLC for Installation

   C. 25-41: Approve a Betterment Agreement Between the City and the Utah Department of Transportation

8. Consent Agenda:

   A. Reso 25-42: Authorize the City to Enter Into a Right-of-Way Purchase Agreement and Accept a Warranty Deed With and From Julio and Juanita Gonzalez for Property Located at 4110 South 6115 West

   B. Reso 25-43: Ratify the City Manager's Appointment of Pauline Matagi to the West Valley Planning Commission for a Term from March 25, 2025 to July 1, 2028

9. New Business:

   A. Reso 25-44: Authorize the City to Exercise a Right of First Refusal and Purchase Property Located at 3641 South 2200 West

10. Motion for Closed Session (if necessary)

11. Adjourn

Item #:	
Fiscal Impact:	$0.00
Funding Source:	
Account #:	
Budget Opening Required:	No

ISSUE:

A resolution approving a Metro Fire Interlocal Agreement

SYNOPSIS:

This Interlocal Agreement between Bluffdale, Draper, Murray, Sandy, South Jordan, South Salt Lake, West Jordan, and West Valley City will enhance fire protection and emergency response services.

BACKGROUND:

This Interlocal reestablishes the Metro Fire Agency with some minor changes to the Agency's budget process and Operations Committee.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

John Evans, Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR THE METRO FIRE AGENCY.

WHEREAS, West Valley City (the "City") is a municipal corporation of the State of Utah; and

WHEREAS, the City recognizes the need to provide for improved fire protection and emergency response services for its residents and neighboring communities; and

WHEREAS, the City desires to formalize and expand its cooperation with Bluffdale City, Draper City, Murray City, Sandy City, South Jordan City, South Salt Lake City, West Jordan City, and West Valley City by entering into an Interlocal Agreement to establish the Metro Fire Agency ("Agency"); and

WHEREAS, the Metro Fire Agency will enhance the ability of the participating municipalities to jointly provide fire, emergency medical, hazardous materials, bomb response, search and rescue, technical rescue, and other emergency services through shared resources and coordination; and

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, permits local governmental units to enter into cooperative agreements to improve efficiencies and economies of scale in public services; and

WHEREAS, the City Council finds that entering into this Agreement will serve the best interests of the City and its residents by improving fire protection, emergency response, and interagency coordination; and

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

1. The Interlocal Agreement establishing the Metro Fire Agency, as attached hereto as Exhibit A, is hereby approved.

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

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2025.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Metro Fire Agency
Interlocal Agreement

This Interlocal Agreement (the "Agreement") is entered into by and among Bluffdale City, a municipal corporation of the State of Utah; Draper City, a municipal corporation of the State of Utah; Murray City, a municipal corporation of the State of Utah; Sandy City, a municipal corporation of the State of Utah; City of South Jordan, a municipal corporation of the State of Utah; South Salt Lake City, a municipal corporation of the State of Utah; West Jordan City, a municipal corporation of the State of Utah; and West Valley City, a municipal corporation of the State of Utah, which may hereinafter be collectively referred to as "parties" or individually as a "party."

Whereas, the parties have determined that a separate interlocal entity known as the Metro Fire Agency (the "Agency") will assist in furthering the protection of the citizens of their respective cities and neighboring communities; and

Whereas, Agency will allow for increased benefits regarding purchasing, mutual aid assistance, and efficient use of resources to the parties and the citizens of their cities and neighboring communities; and

Whereas, the parties' currently have mutual aid and automatic agreements and systems in place to assist with the provision of fire service to citizens and such agreements have demonstrated the parties' ability to work together in an effective and efficient manner; and

Whereas, the parties desire to broaden the scope of their cooperation to other beneficial areas of their operations including the formation, sponsorship and operation of task forces, as needed and permitted by law, to complement the services otherwise provided under this Agreement; and

Whereas, each of the parties have participated in the discussion and negotiation of this Agreement;

Now therefore, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to promote the health, safety, and welfare of the collective citizens of the parties, to provide improved fire protection for the participating municipalities and to provide immediate unified and cooperative action to guard against potential multiple threats to individual cities.

    a. The parties declare that there is a community-wide need to provide for an interlocal fire agency and declare that this compelling need requires a state-of-the-art "all hazards" emergency response system. Such a system requires the creation of a Metro Fire Agency under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (Interlocal Act). This Agency will allow all participating municipalities to combine and share their collective capabilities and resources for themselves and their neighbors.

    b. This Agency will further allow the parties, as well as non-participating public agencies

to this Agreement outside the geographical limits of the Agency, to form, sponsor and continue task forces as needed, including a specially trained urban search and rescue team known as Task Force 5, all of which are intended to complement the services otherwise provided under this Agreement.

c. The Agency and its associated task force(s) may operate anywhere within or without the boundaries of the State of Utah, subject to governing state or federal laws, rules, regulations or compacts, in furtherance of the purposes outlined in this Agreement.

It is the purpose of this Agreement to provide for the accomplishment of these purposes in a manner provided herein.

2. Authority.

a. The Interlocal Act permits local governmental units to make the most efficient use of their powers and to provide the benefit of economies of scale; authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges, and authority exercised by such public agencies individually; and authorizes such public agencies, pursuant to such agreements, to create a separate legal entity to accomplish the purposes of their joint cooperative action.

b. This agreement supersedes all prior interlocal agreements concerning the Agency.

c. This Agreement ratifies all actions taken by the parties to this Agreement since 2016 in conformity with and pursuant to the express, implied, or apparent authority of the Agency not to include illegal or intentionally wrongful conduct.

3. Consideration. The consideration of this agreement consists of the mutual benefits and exchange of promises provided herein.

4. Effective Date. This Agreement shall become effective when all the parties have signed it. The date the Agreement is signed by the last party to sign it (as indicated by the date stated opposite that party's signature) will be deemed the Effective Date of this Agreement. As soon as practical after the last party has signed, the host agency shall advise the parties in writing of the Effective Date.

5. Term. The term of this Agreement shall commence on the Effective Date and shall terminate fifty (50) years from the Effective Date unless dissolved earlier pursuant to paragraph 16.

6. Name. The name of the legal entity is the Metro Fire Agency (the "Agency").

7. Governance. The Agency shall be governed by a Board of Trustees ("Trustees") which shall

have sole authority to conduct the business of the Agency.

a. Trustee membership shall consist of each party's chief executive officer or designee. At the discretion of a party's chief executive officer each party may designate an alternate trustee.

b. Trustees are responsible for all decisions related to the organizational, operational, and financial conduct of the Agency. Trustees will have responsibility for overseeing reciprocity within the Agency.

c. Trustee decisions shall be based on a majority vote of its members. Each member city shall have one vote.

d. If a Trustee representing a party does not agree with a majority decision made by the Trustees, that Trustee may (through written notice provided pursuant to paragraph 25) abstain from participating in the specific issue being addressed and that party will not be bound by that decision. Any written notice of abstention shall be provided within thirty (30) days of the Trustees voting to take the action.

e. Trustee officers shall consist of a chair, vice-chair and secretary, and shall be elected by the Trustees among its members and shall serve for such terms and perform such duties as provided in the bylaws

f. The chair shall be the presiding officer of the Trustees, and the vice-chair shall serve at the request of the chair or in the absence of the chair. The secretary shall keep minutes of the Trustees' meetings and shall attest to the signature of the chair as needed. Trustees may also appoint additional officers and representatives, and may assign duties to existing officers, as it deems necessary for the administration of the Agency.

g. Trustees shall have regular meetings as needed or as provided in any bylaws and may have electronic meetings subject to the requirements of state law and any bylaws. Meetings will be held at a location to be determined by the Trustees.

h. The chair shall give reasonable notice to all Trustees of the time and place of each meeting.

i. Trustees may establish from time to time standing or ad-hoc committees as shall be deemed appropriate or necessary to carry out the business of the Agency.

j. There shall be one host agency for administrative purposes. Such administrative purposes include, but are not limited to, assisting the elected chair of the Board of Trustees, hosting Agency meetings, providing public notice of Agency meetings, preparing and maintaining Agency documentation and records, and administering record requests pursuant to the Utah Governmental Records Access and Management Act. The host agency shall be the City employing the elected chair of the Board of Trustees unless otherwise designated by the

Trustees.

k. Trustees is a public body and its members shall in all respects follow the requirements of the Open and Public Meetings laws, Title 52, Chapter 4, Utah Code Annotated, the Government Records Management Act, Title 63G, Chapter 2, Utah Code Annotated, all other applicable laws.

l. Trustees shall have the power to adopt, amend, and repeal rules, bylaws, policies and procedures to regulate the affairs and conduct the business of the Agency.

8. Operations Advisory Committee. In addition to any standing or ad-hoc committee that the Trustees may deem appropriate or necessary to carry out the business of the Agency, an Operations Advisory Committee ("Operations") shall be established under the direction and supervision of the Trustees.

    a. Operations membership shall be composed of a designee from each party.

    b. Operations shall provide advice and recommendations to the Trustees for planning, budget preparation, system coordination, policies, procedures, and standards utilized by the Agency, and may be given other responsibilities and authority as approved by the Trustees.

    c. Operations decisions shall be based on a majority vote of its members. Each member city shall have one vote.

    d. Operations officers shall consist of a chair and vice chair, who shall be elected by Operations from among its members and shall serve for such term and perform such duties as shall be provided in the bylaws. Operations may also appoint additional officers and representatives as it deems necessary for the administration of its duties

    e. Operations shall meet as provided in the bylaws or as determined by the Operations membership.

9. Party Control. Each party shall continue to control, own, and maintain its individual fire facilities, apparatus, and equipment at its sole expense. Although Agency-wide purchasing processes and Agency-wide contracts may be used, each party shall continue to maintain its separate purchasing processes. In addition, purchasing alliances may be formed among some or all of the parties for submitting bids to vendors. Each party shall continue to handle its own human resource functions to include payroll or benefits, personnel and staffing decisions, and employee compensation with respect to its own employees.

    a. The Agency, in making decisions that impact the organizational and functionality of local fire departments representing each party, acknowledge the right of each party to choose whether or not to participate in recommendations that are made

and accepted by the Trustees.

b. The Agency may contract with any person or entity for the provision of services and materials in compliance with contracting and purchasing policies established by the Trustees, including legal and accounting services

10. Agency Services.

a. The Agency, as determined by the Trustees, may provide to each party emergency and non-emergency services which the Agency has the capability of providing, to include, but not limited to, firefighting, emergency medical response, hazardous materials response, bomb response, search and rescue, technical rescue, fire and safety prevention, environmental protection, and public education.

b. It is acknowledged and agreed that the parties have previously been operating a task force known as Task Force 5. Task Force 5 consists of individuals with special skills, qualifications, training, knowledge and/or experience required for urban search and rescue operations.

i. Task Force 5 is hereby officially recognized and is authorized to participate in interstate and intrastate urban search and rescue operations in accordance with the Utah Emergency Management Act, Utah Code Ann. §§ 53-2a-101, et. seq., and other governing state and federal law.

ii. The Agency shall serve as the sponsoring agency for Task Force 5. The Agency shall operate Task Force 5 consistent with the purposes of the Agency. Task Force 5 shall be subject to and operate in accordance with this Agreement, Agency bylaws and applicable state and federal laws.

iii. Task Force 5 is authorized to recruit from the parties to this Agreement and from non-participating public agencies outside the geographical limits of the Agency. Task Force 5 shall recruit individuals with the requisite skills, qualifications, training, knowledge, and/or experience to participate with Task Force 5. Non-participating public agencies who want to join Task Force 5 shall execute a memorandum of understanding with the Agency that will govern their participation

iv. The Board of Trustees shall designate periodically a Task Force 5 Program Manager.

11. Financial Matters.

a. Budget Adoption. All financial matters of the Agency shall be conducted in accordance with applicable Utah State laws and generally acceptable accounting principles.

b. Fees and assessments. Fees and assessments may be proposed as part of the budgeting process by a 2/3 vote of the trustees in a duly noticed public meeting and thereafter, forwarded in writing to each party's legislative body no later than May 15th, before the party's budget for the following year is adopted. No fee or assessment against a party will be valid or enforceable until that party has made an appropriation of funds to pay such an assessment.

c. Rules and Procedures for Fees and Assessments. The Trustees, by a 2/3 vote, may adopt rules and procedures to assure the proper collection of approved fees and assessments, consistent with the Agreement.

d. Party Non-appropriation as Withdrawal. In the event a party fails to appropriate and timely pay to the Agency the fees and assessments adopted by the Trustees and as provided in the Agency's duly adopted rules and procedures, such non-action shall be deemed to be a withdrawal of that party from the Agency, effective as the last day of December of the fiscal year in which the fees and assessments are due, notwithstanding the provisions of Item 15 below.

e. Independent Audit. The Trustees shall obtain an independent audit of the Agency for each budget year in which the estimated case revenues exceed $10,000, which sum shall include fees, assessments, taxes, grants, but exclude in-kind or donated services, staffing, or operational support.

12. Support Staff. Support staff can be provided by the parties or on an as required basis at no cost to the Agency. The Trustees may impose fees or assessments upon the parties, pursuant to Item 11 herein, to hire full-time or part-time support staff when the Trustees determine that such action is necessary.

13. Bylaws. Policies, procedures, and other Agency related business, and other operational and organizational issues will be governed through bylaws to be adopted by resolution of the Trustees.

14. Additional Parties. Any municipality which has its own individual fire department may apply for membership in the Agency. Parties may accept the applicant only by unanimous vote of each party's governing body. If accepted, the applicant must agree in writing to be bound by the terms and conditions of this Agreement.

15. Withdrawal. A party may withdraw from the Agency at the beginning of any new fiscal year, defined as July 1, by giving at least ninety (90) days prior written notice of withdrawal to the Trustees and to the other parties as provided in item 25. The notice of withdrawal shall be in writing, signed by the party's mayor or manager, and approved and authorized by resolution of the party's city council. Notwithstanding the foregoing, no party may withdraw from the Agency during the term of any agreement entered into by the Agency to finance the acquisition or construction of capital improvements for the Agency, unless the party abstained from the financing agreement pursuant to paragraph 7(d) or mutually acceptable provisions are made whereby such existing agreement is assumed by another party, and such provisions are approved in writing

under such agreement. Unless the withdrawal of a party results in the dissolution of the Agency, any withdrawing Party shall be entitled, subject to equitable for any prior credits given, to receive back any real or personal property (not consumed) provided by such party for use by the Agency under this Agreement, and all leases of such property shall automatically terminate. Agency-funded and Agency-acquired property shall remain with the Agency.

16. Dissolution. This Agreement may be terminated and the Agency may be dissolved by a 2/3 vote of the Trustees, provided there is no then existing agreement entered into by the Agency to finance the acquisition or construction of capital improvements for the Agency, unless mutually acceptable provisions are made whereby such existing agreement is assumed by one or more parties, and such provisions are approved in writing under such lease/purchase agreement. Upon dissolution, each party shall be entitled, subject to equitable adjustment for any prior credits given, to receive back any original equipment or asset the party leased, donated, or otherwise provided to the Agency. Any remaining real or personal property acquired under this Agreement shall be allocated as agreed upon by the parties.

17. Indemnification. The Agency and the parties are governmental entities as set forth in the Utah Governmental Immunities Act, Title 630, Chapter 7, Utah Code Annotated ("Immunity Act"). Consistent with terms of the Immunity Act, and as provided herein, it is mutually agreed that the Agency and the parties are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Agency and the parties do not waive any defenses otherwise available under the Immunity Act, nor does any party or the Agency waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. Moreover, the Agency and each party agrees to indemnity, defend and hold harmless, the other parties from any damage, loss, expense, judgment, or assessment arising in connection with any action or inaction by the Agency or the party, their agents, officials or employees.

18. Insurance. Each party shall be solely responsible for providing workers compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement. Each party shall obtain insurance, become a member of a risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement. The Agency shall purchase insurance in amounts required by law, independent of the insurance or other coverage maintained by each party, to provide protection for its operations including, but not limited to, liability insurance, and workers compensation insurance.

19. Governmental Approval. This Agreement shall be conditioned upon its approval and execution by the parties pursuant to and in accordance with the provisions of the Interlocal Act including the adoption of resolutions of approval by the legislative bodies of the parties.

20. Laws of Utah. It is understood and agreed by the parties that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

21. Severability and Provisions. If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect; except that if Item 15 or 16 herein are held invalid, this Agreement shall be held invalid and shall be of no further force and effect.

22. Third Parties. This Agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a party hereto as provided herein, including but not limited to nonparticipating agencies that are permitted to participate in Task Force *5* and other task forces by a separate memorandum of understanding.

23. Titles or Captions. The titles or captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

24. Non Assignability. Neither the Agency nor the parties shall transfer or delegate any of their rights, duties, powers, or obligations under this Agreement without a 2/3 consent of the Trustees.

25. Notices. All notices and other communication provided for in this Agreement shall be in writing and shall be sufficient for all purposes if (a) sent by email to the address the party may designate, or by fax to the fax number the party may designate, and concurrently sent by first class mail to the party and to the party's legal office, (b) personally delivered, or (c) sent by certified or registered United States mail addressed to the party at the address the party may designate, return receipt requested.

26. Counterparts. This Agreement may be executed by counterparts and be valid as if each party had signed the original document.

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: Bluffdale City_____ Attest: _____

By: _____

Name: _____

Title: _____

Date:_____

Approved as to form and compliance with applicable law:

_____ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: Draper City_____ Attest: _____

By: _____

Name: _____

Title: _____

Date:_____

Approved as to form and compliance with applicable law:

_____ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: Murray City_____ Attest: _____

By: _____

Name: _____

Title: _____

Date:_____

Approved as to form and compliance with applicable law:

_____ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: Sandy City_____ Attest: _____

By: _____

Name: _____

Title: _____

Date:_____

Approved as to form and compliance with applicable law:

_____ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: City of South Jordan Attest: _____

By: _____

Name: _____

Title: _____

Date:_____

Approved as to form and compliance with applicable law:

_____ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: South Salt Lake_____ Attest: _____

By: _____

Name: _____

Title: _____

Date:_____

Approved as to form and compliance with applicable law:

_____ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: West Jordan _____ Attest: _____

By: _____

Name: _____

Title: _____

Date:_____

Approved as to form and compliance with applicable law:

_____ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: West Valley City _____ Attest: _____

By: _____

Name: _____

Title: _____

Date:_____

Approved as to form and compliance with applicable law:

_____ J Eric Bunderson _____ Attorney

Item #:	
Fiscal Impact:	$259, 627.32
Funding Source:	$75,000 existing budget, CIP
Account #:	
Budget Opening Required:	yes

ISSUE:

When we acquired the Centennial Outdoor Pool from Salt Lake County in 2020, there was an independent evaluation of the facility which indicated that the sand filters would need to be replaced in the next 3-5 years. At the time, we had the fiberglass resurfaced to extend the life of the filters.

SYNOPSIS:

This winter one of the sand filters cracked externally. Due to low water flow, we have been able to continue to filter the water, but when we ramp up filtration for the season, there is a chance the filter breaks through which, due to Health Department requirements, would not allow the pool to be used and a large loss of revenue and memberships.

BACKGROUND:

After engineering and to expedite the ordering and installation of the filters, we worked with Stratton and Bratt through state contract pricing (MA3621) to determine the equipment and installation price. Purchasing the filters directly through the a local distribution company rather than through the contractor will save the City about $30,000.

Stark Filters	$143,903.65
Stratton & Bratt	$115,723.67

RECOMMENDATION:

Staff recommends approval of the purchase agreement with SCP for the purchase of Stark filters and shipping and to Stratton and Bratt for demolition, reconfiguration, plumbing and installation the sand filters at the Centennial Outdoor Pool.

SUBMITTED BY:

Jamie Young, Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO PURCHASE SAND FILTERS AND ENTER INTO AN AGREEMENT WITH STRATTON & BRATT LANDSCAPING, LLC FOR INSTALLATION.

WHEREAS, the City desires to replace the sand filters at the outdoor pool at Centennial Park; and

WHEREAS, Stark Filters and Stratton & Bratt Landscaping, LLC hold the state contract to supply and install said filters; and

WHEREAS, a Professional Services Agreement (the "Agreement") setting forth the duties of the City and Stratton & Bratt with regard to said services has been prepared by and between the parties; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the City to approve the purchase and Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is authorized to purchase said filters and installation services at a total cost not to exceed $259,627.32 and execute the Agreement, conditioned upon approval of the final form of the Agreement and said documents by the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2025.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 25TH day of FEBRUARY, 2025, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and Stratton & Bratt Landscaping, LLC (hereinafter, "Contractor"), a Utah limited liability company, 754 West 700 South, Pleasant Grove, Utah 84062. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City requires the installation of certain filters at the outdoor pool at Centennial Park (the "Work"); and

WHEREAS, the City issued a request for proposals seeking qualified entities to perform said Work; and

WHEREAS, the City has selected Contractor to perform said Work.

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the Parties hereby agree as follows:

AGREEMENT:

1. **Project Description.** Contractor shall provide and install sand filters at the outdoor pool at Centennial Park.

2. **Contractor's Services.** Contractor shall provide and install the equipment listed in the invoice attached hereto and incorporated herein as Exhibit "A."

3. **Contractor's Responsibilities.** Contractor will provide all professional services, labor, and materials necessary for the performance of the Work. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services, labor, and materials necessary for the Work, whether or not those services are individually expressed in this Agreement. Contractor shall provide a warranty covering labor for the Work for a term of _____.

4. **Additional Services.** The City shall only be obligated to compensate Contractor as set forth in this Agreement. The City shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the City.

5. **City's Responsibilities.** The City shall be responsible for the following:

A. **Compensation.** The City shall pay the Contractor an amount not to exceed $115,723.67. Payment shall be made within thirty days of receipt of an invoice for work performed.

6. **Termination.** Either Party may terminate this Agreement for cause by providing written notice of default to the other Party and giving ten days to cure the alleged default. In addition, the City may terminate this Agreement without cause at its sole discretion. In the event of a termination without cause, all Work ordered prior to the termination shall be performed and all compensation due for said Work shall be paid.

7. **Completion Date and Term.** The Work shall be completed no later than _____. Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution, except that the warranty shall remain effective for the full term indicated in Section 3.

8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to the CITY:	West Valley City Attn: City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
With a copy to:	West Valley City Attn: City Attorney 3600 Constitution Boulevard West Valley City, Utah 84119
If to Contractor:	Stratton & Bratt Landscaping, LLC 754 West 700 South Pleasant Grove, Utah 84062

9. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. It is

understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.

10. **Conflict of Interest.** Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. Contractor further warrants that Contractor shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise Contractor's professional judgment with respect to the Work.

11. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold the City harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) arising out of, or in consequence of, the performance of the Contractor's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Contractor and/or Contractor's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the City. In addition, Contractor agrees to procure from each consultant retained by Contractor with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section.

12. **Insurance.** Contractor shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to Contractor hereunder), such insurance as will protect Contractor and the City with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:

A. **Commercial General Liability Insurance.** Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than $2,000,000, annual aggregate: $3,000,000.

B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than $2,000,000.

C. **Worker's Compensation.** In an amount not less than the statutory limits required by law.

D. **Employer's Liability Insurance.** In an amount not less than $2,000,000.

E. **Consultants.** Contractor shall require that any and all consultants engaged or employed by Contractor, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.

F. **Conditions.** Contractor shall not commence services under this Agreement until Contractor has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Contractor shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City is damaged in any way by failure of Contractor or Contractor's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Contractor shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.

13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.

14. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Contractor and the City.

15. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

16. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and

expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.

17. **No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.

18. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.

20. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter thereof.

21. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.

22. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.

23. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.

24. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of

conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.

25. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.

26. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as of the day and year first above written.

(Signatures follow)

WEST VALLEY CITY

_____

Mayor

_____

City Manager

ATTEST:

Approved as to form 2/19/2025

Brandon Hill

_____

City Recorder

CONTRACTOR

_____

By: ZACK STRATTON

Its: CEO

State of UTAH)

:ss

County of UTAH)

On this 25TH day of FEBRUARY, 20 25, personally appeared before me ZACK STRATTON *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the CEO *[title]*, of Stratton & Bratt Landscaping, LLC and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its Articles of Organization or of a Resolution of its Members, and he/she acknowledged to me that said entity executed the same.

Amber Stratton AMBER STRATTON

Notary Public

AMBER MARIE STRATTON
Notary Public, State of Utah
Commission #721876
My Commission Expires
12/07/2025

EXHIBIT A

SCOPE OF WORK

165-SALT LAKE-SCP DIST.
2425 S 900 W
SOUTH SALT LAKE, UT 84119-1517
Phone 801-281-1101
Fax 801-265-3814

Quotation

QUOTE #	BX026394
LOCATION	165
DATE	02/18/25
PAGE	1 of 1

BILL TO

253261
STRATTON AND BRATT LANDSCAPES L
754 W 700 S
PLEASANT GROVE, UT 84062-3291
Phone 801-785-8011

SHIP TO

STRATTON AND BRATT LANDSCAPES L
754 W 700 S
PLEASANT GROVE, UT 84062-3291

QUOTE DATE	EXPIRE DATE	REQUIRED DATE	REFERENCE NUMBER	PAYMENT TERMS
02/17/25	03/19/25		STARK FILTER	NET 30 DAYS
WRITTEN BY			CONTACT	SHIP VIA
165 JOSEPH SORENSEN(1			KORY	WILL CALL PICKUP
FREIGHT TERMS			JOB NUMBER	SALES REP
IN/OUTBOUND				165 /

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
*PUR05-COM QUOTE# Q9931316 SC6-96M-12ST STARK S SERIES 96" HORZ FILTER OPTIONAL**********	1	132,970.00	EA	132,970.00
KDI-10-8500 PBS01 STARK PARA-PUMP BOOSTER SYSTEM NOTE THIS ITEM CONSISTS OF TWO SEPARATE BOXES.	1	1,832.54	EA	1,832.54
*PUR06-COM QUOTE# Q9931316 1728-120KIT 12" W/GEAR BUTTERFLY VALVE	1	2,601.11	EA	2,601.11

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
137,403.65	0.00	0.00	10,236.57	0.00	147,640.22

Accepted:

By:_____

Date:_____

STRATTON & BRÄTT

To:	Stratton & Bratt	**Contact:**	Kory Parker
Address:	Pleasant Grove, UT	**Phone:**	8017858011
		Fax:	
Project Name:	WVC Filter Replacement	**Bid Number:**	
Project Location:	5355 W 3100 S, West Valley City,, UT	**Bid Date:**	2/18/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	~~Option 1: Demo And Replacement Of The Filtration System. Includes Six Sand Filters With Associated Plumbing.~~	~~1.00~~	~~EACH~~	~~$307,254.85~~	~~$307,254.85~~
	Option 2: Demo And Replacement Of The Filtration System. Six Sand Filters Provided By Owner. Includes All Materials And Labor Minus The Sand Filters (Note: Sand Filters Are About 155k With Freight)	1.00	EACH	$115,723.67	$115,723.67

Notes:

- **Prices valid for 30 days** after which point an add for inflation may apply on labor and materials
- Due to the volatility in material prices, we assume that we will be able to submit a request for increased material costs at contract time and also within 30 days of the start date of construction.
- No allowance for core drilling, asphalt/concrete cutting and patching
- Assumes this can be done before pool is open to the public
- Sand filters have a lead time of 6-8 weeks
- No allowance for any electrical
- No allowance for any work on the rest of the system
- **State contractor number MA3621**

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Stratton And Bratt Landscapes** **Authorized Signature:** _____ **Estimator:** Rob Stratton Rob@Strattonandbratt.com

Item #:	
Fiscal Impact:	$100,000
Funding Source:	Transportation Funds
Account #:	45-9610-40750-75309-0000
Budget Opening Required:	No

ISSUE:
A resolution authorizing the execution of a Betterment Agreement with the Utah Department of Transportation (UDOT)

SYNOPSIS:
A betterment agreement with UDOT to construct active transportation improvements during their SR-201 over 3200 W Bridge Rehabilitation project.

BACKGROUND:

In collaboration with West Valley City and Salt Lake City, UDOT has proposed incorporating active transportation improvements into their SR-201 over 3200 W Bridge Rehabilitation project. Currently, there are no facilities for cyclists to navigate this interchange. Recognizing the need for improved safety, West Valley City's Active Transportation Plan highlights this location as a priority for all active transportation users.

This agreement will facilitate the construction of a 12-foot-wide concrete path, along with associated roadway and signal improvements, between the north and south frontage roads of SR-201. This path will enable both pedestrians and cyclists to navigate the busy interchange in a safe manner. The total estimated cost for these enhancements is $1,200,000, with UDOT contributing $1,000,000 and requesting a $100,000 contribution from both West Valley City and Salt Lake City.

RECOMMENDATION:
Execute the agreement.

SUBMITTED BY:
Coby Wilson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A BETTERMENT AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Utah Department of Transportation ("UDOT") has made funding available for certain active transportation improvements at the SR-201/3200 West interchange, conditioned upon a City match and execution of an appropriate cooperative agreement; and

WHEREAS, the City desires to contribute certain funding to participate in said improvements; and

WHEREAS, an agreement has been prepared by and between the City and UDOT, a copy of which is attached hereto and entitled "Betterment Agreement") (hereinafter, the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached and that the Mayor is hereby authorized to execute said Agreement and any other documents, deeds, easements, or conveyances needed to accomplish the purposes set forth in said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2025.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Local Agency **Lump Sum** **Betterment Agreement**	Betterment Description: 1. 3200 West active transportation improvements	Lump Sum Cost for Betterment $100,000
PIN: 19504 FINET/CID: 56141	Project Number: F-0201(56)14 Project Name: SR-201 over 3200 W Bridge Rehabilitation (0C 709)	Agreement Number Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **Utah Department of Transportation**, ("**UDOT**"), and **West Valley City** a political subdivision of the State of Utah, ("**Local Agency**").

Subject to the attached provisions, UDOT will include the following betterment work items into the above referenced Project and will oversee construction of the betterment work. Upon signing this Agreement, the Local Agency agrees that the costs shown below are lump sums and that the Local Agency will only be responsible for paying the lump sum costs associated with these betterment work items.

Description of Betterment Work:

As part of the UDOT SR-201 over 3200 W Bridge Rehabilitation (0C 709) project, improvements are being made to pedestrian and bicycle facilities to complete a missing connection in West Valley City's Active Transportation Plan on 3200 West near SR-201. See Exhibit A. These improvements are being completed in collaboration with UDOT, West Valley City, and Salt Lake City. UDOT is contributing ~ $1,000,000 and Salt Lake City is contributing ~ $100,000.

Item No.	Description	Lump Sum Cost
	Active Transportation Improvements on 3200 West near SR-201 paid by West Valley City (includes pedestrian/bicycle ramps, concrete curb and gutter, concrete sidewalk, end sections, signs, sign posts, sign bases, pavement message removal, pavement marking paint, pavement message paint, etc.)	$100,000
Total Local Agency Betterment Work		**$100,000**

The total lump sum cost of the betterment work shall be advanced / deposited with UDOT prior to advertising / procurement of the Project. The Local Agency shall deposit the stated amount with UDOT's Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.

Provisions
(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

The Local Agency desires to include the betterment work items described herein in the project contract work.

UDOT will include the Local Agency's requested betterment work in the project contract provided that the Local Agency pay the actual additional costs and UDOT's project will not be delayed because of the betterments. No betterments will be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer or appropriate representative to correct or clarify issues during construction and to perform the necessary inspection for the Local Agency work installed by the contractor. The Local Agency engineer and / or inspector shall work with and through UDOT's Project Manager or Resident Engineer and shall give no orders directly to UDOT's contractor unless authorized in writing to do so. UDOT's contractor will accomplish the work covered herein on the Local Agency's facilities in accordance with the plans and specifications provided by the Local Agency, including changes or additions to the plans and specifications which are approved by the parties.

The Local Agency, through its inspection of the work, will provide UDOT's Project Manager or Resident Engineer with information covering any problems or concerns the Local Agency may have with acceptance of the facilities upon completion of construction.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this project or to ensure compliance with acceptable standards.

Except in cases of emergency, access for maintenance and servicing of the Local Agency facilities located on UDOT's right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain the permit and abide by the conditions thereof for policing and other controls in the conformance with Utah Administrative Rules.

I. Indemnification:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing.
b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
c. By UDOT for the convenience of the State upon written notice to the Local Agency.
d. Upon satisfactory completion of the provisions of this Agreement.

III. Maintenance:

The Local Agency agrees that, upon completion and final inspection of the project construction, to accept, own and maintain the betterment work covered herein at no further cost to UDOT.

IV. Payment and Reimbursement to UDOT:

The Local Agency shall be responsible for all actual costs associated with these betterment items.

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the betterment work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

The Local Agency recognizes that if its project scope or schedule changes from the terms of this Agreement, Local Agency will notify the UDOT Project Manager or Resident Engineer will be notified prior to changes being made. Any costs incurred by UDOT as a result of these scope or schedule changes will be the responsibility of the Local Agency.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this Agreement, a signed written modification to this Agreement is required prior to the start of work on the changes or additions.

VI. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

All work of the Company that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The Company shall at all times comply with the Telecommunications Laws. The Company hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the Company and UDOT, the Company hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The Company shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the Company or its associates is not in compliance with the Telecommunications Laws, the Company agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

VII. Miscellaneous:

This Agreement shall constitute the entire agreement and understanding of the parties with respect to the betterments, and shall supersede all offers, negotiations, and other agreements. Any amendment to this agreement must be in writing and executed by authorized representatives of each party.

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

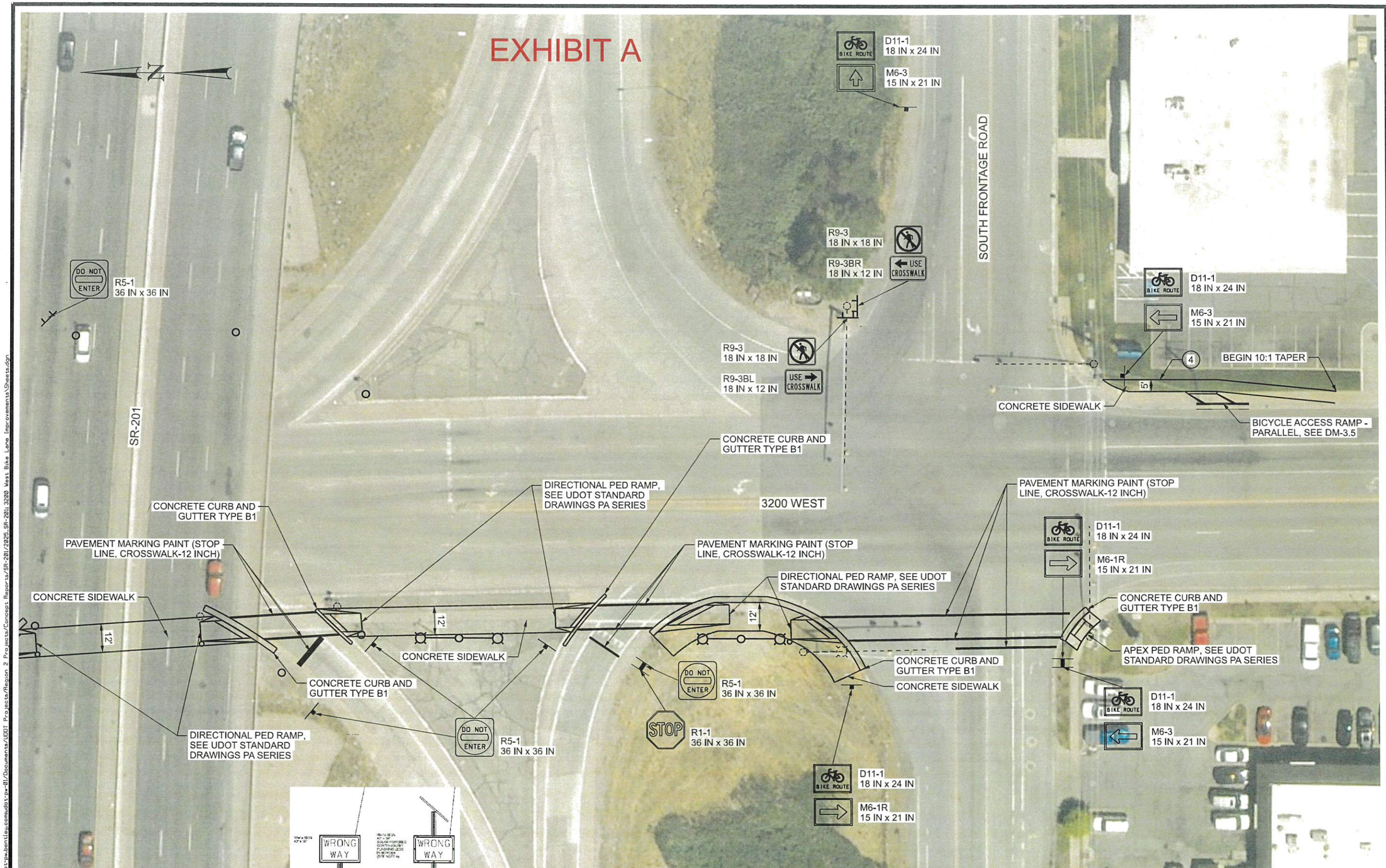
This Agreement may be executed in counter parts by the parties.

Each party represents that it has the authority to enter into this Agreement.

Language content was reviewed and approved by the Utah AG's office on April 10, 2018.

Local Agency			Utah Department of Transportation		
By		Date	By		Date
Title/Signature of Official			Project Manager		
By		Date	By		Date
Title/Signature of additional official, if required			Region Director		
By	Brandon Hill	Date 3/4/2025	By		Date
Title/Signature of additional official, if required			Comptroller's Office		

EXHIBIT A



INDEX TO SHEETS

SHEET NUMBER	NUMBER OF SHEETS	DESCRIPTION
RD-01 TO RD-02	2	ROADWAY DETAILS
SG-01 TO SG-03	3	SIGNAL

OBTAIN COUNTY PERMIT FOR ANY GOVERNMENT SURVEY MONUMENT THAT MAY BE DISTUBED BY PROJECT CONSTRUCTION ACTIVITIES. PER UDOT SPECIFICATION 00820 AND 01721.

NOTES:

1. ALL NEW SIDEWALKS ARE 12' WIDE EXCEPT FOR WHERE NOTED AT 3200 WEST @ NORTH FRONTAGE ROAD.
2. SEE DT-01 FOR PLACEMENT AND DETAILS OF WRONG WAY SIGNS (R5-1A, 42 IN X 30 IN) ON OFF RAMPS.
3. PROTECT ALL EXISTING EQUIPMENT IN PLACE UNLESS AS OTHERWISE NOTED.

(4) CONTRACTOR RESPONSIBLE FOR ANY TO ENCROACH ON NON-UDOT ROW.

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION

DRAWN BY MBC | CHECKED BY PA | QC | DATE

APPROVED

PROFESSIONAL ENGINEER

SR-201 & 3200 WEST IMPROVEMENTS

PROJECT | PROJECT NUMBER | PIN

ROADWAY

SHEET NO. RD-01

DGN: F:\ac\pw\udot\newbastlakecanada\sr-201\Documents\UDOT Projects\Region 2 Projects\Concept Reports\SR-201\2025_SR-201_3200 West Bike Lane Improvements\Sheets.dgn

28-JAN-2025

EXHIBIT A

NORTH FRONTAGE ROAD

3200 WEST

TO BE CONSTRUCTED BY OTHERS

CONCRETE SIDEWALK

APEX PED RAMP, SEE UDOT STANDARD DRAWINGS PA SERIES

CONCRETE CURB AND GUTTER TYPE B1

PAVEMENT MARKING PAINT (STOP LINE, CROSSWALK-12 INCH)

R9-3 18 IN x 18 IN

R9-3BL 18 IN x 12 IN

R9-3 18 IN x 18 IN

R9-3BR 18 IN x 12 IN

D11-1 18 IN x 24 IN

M6-2R 15 IN x 21 IN

R5-1 36 IN x 36 IN

REMOVE PAVEMENT MESSAGE

PAVEMENT MARKING PAINT (STOP LINE, CROSSWALK-12 INCH)

RADIUS = 75'

DIRECTIONAL PED RAMP, SEE UDOT STANDARD DRAWINGS PA SERIES

CONCRETE SIDEWALK

12'

PERPENDICULAR PED RAMP, SEE UDOT STANDARD DRAWINGS PA SERIES

PARALLEL PED RAMP, SEE UDOT STANDARD DRAWINGS PA SERIES

NOTES:

1. ALL NEW SIDEWALKS ARE 12' WIDE EXCEPT FOR WHERE NOTED AT 3200 WEST @ NORTH FRONTAGE ROAD.
2. SEE DT-01 FOR PLACEMENT AND DETAILS OF WRONG WAY SIGNS (R5-1A, 42 IN X 30 IN) ON OFF RAMPS.
3. PROTECT ALL EXISTING EQUIPMENT IN PLACE UNLESS OTHERWISE NOTED.

(4) CONTRACTOR RESPONSIBLE NOT TO ENCROUCH ON NON-UDOT ROW.

REVISIONS

NO.	DATE	APPROVED BY	REM

UTAH DEPARTMENT OF TRANSPORTATION

DRAWN BY MBC | CHECKED BY PA | QC | DATE

APPROVED

PROFESSIONAL ENGINEER

SR-201 & 3200 WEST IMPROVEMENTS

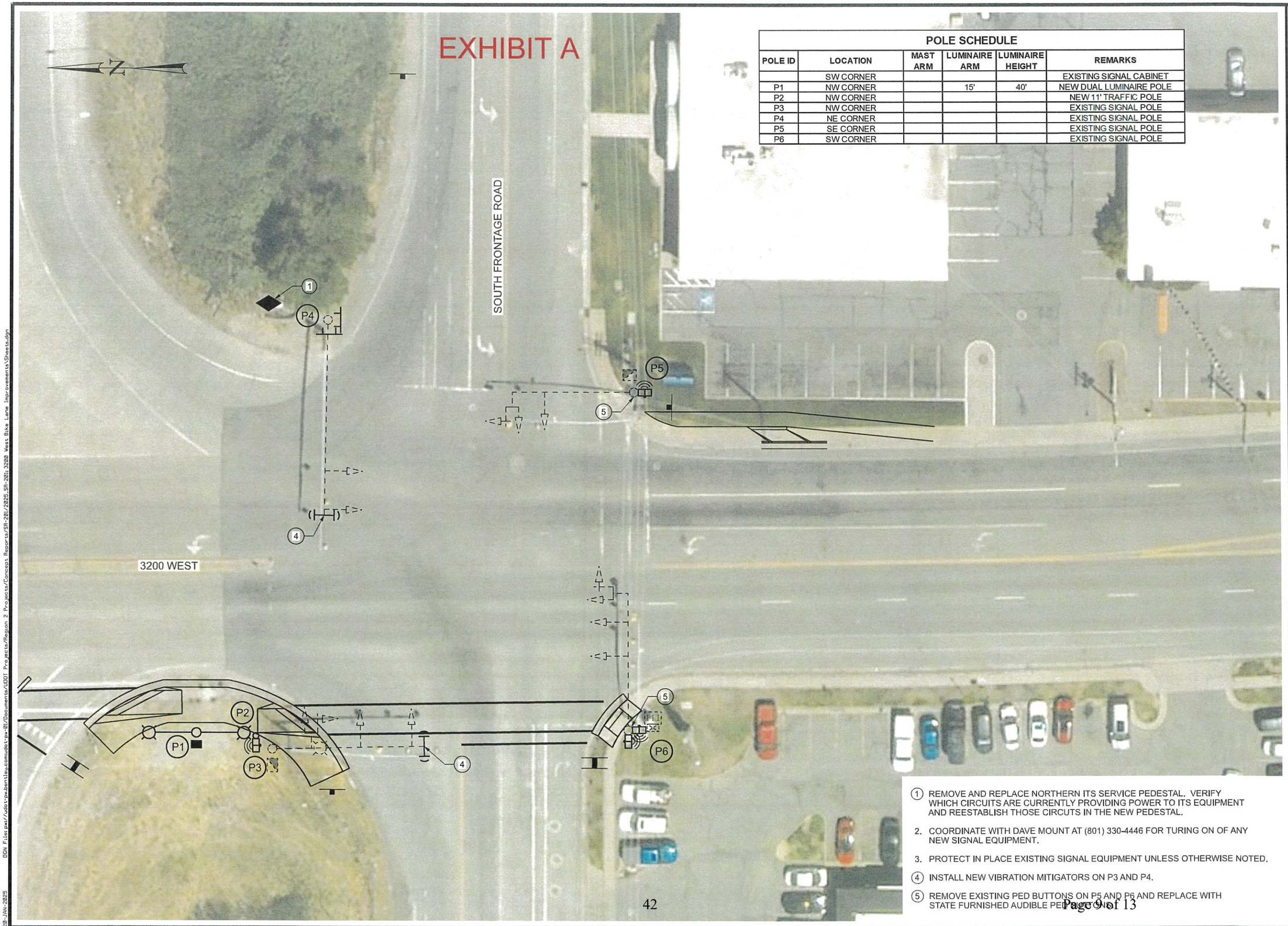
PROJECT | PROJECT NUMBER | PIN

ROADWAY

SHEET NO. RD-02

EXHIBIT A

POLE SCHEDULE					
POLE ID	LOCATION	MAST ARM	LUMINAIRE ARM	LUMINAIRE HEIGHT	REMARKS
	SW CORNER				EXISTING SIGNAL CABINET
P1	NW CORNER		15'	40'	NEW DUAL LUMINAIRE POLE
P2	NW CORNER				NEW 11' TRAFFIC POLE
P3	NW CORNER				EXISTING SIGNAL POLE
P4	NE CORNER				EXISTING SIGNAL POLE
P5	SE CORNER				EXISTING SIGNAL POLE
P6	SW CORNER				EXISTING SIGNAL POLE



1. REMOVE AND REPLACE NORTHERN ITS SERVICE PEDESTAL. VERIFY WHICH CIRCUITS ARE CURRENTLY PROVIDING POWER TO ITS EQUIPMENT AND REESTABLISH THOSE CIRCUTS IN THE NEW PEDESTAL.
2. COORDINATE WITH DAVE MOUNT AT (801) 330-4446 FOR TURING ON OF ANY NEW SIGNAL EQUIPMENT.
3. PROTECT IN PLACE EXISTING SIGNAL EQUIPMENT UNLESS OTHERWISE NOTED.
4. INSTALL NEW VIBRATION MITIGATORS ON P3 AND P4.
5. REMOVE EXISTING PED BUTTONS ON P5 AND P6 AND REPLACE WITH STATE FURNISHED AUDIBLE PEDESTRIAN PUSH BUTTONS.

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION

APPROVED

PROFESSIONAL ENGINEER DATE

DRAWN BY MBC

QC CHECKED BY PA DATE

SR-201 & 3200 WEST IMPROVEMENTS

PROJECT

PROJECT NUMBER

PIN

SIGNALS

SHEET NO. SG-01

DGN File: pw:\\odot-pw-bentleycatalog-01.bentleycatalog.com:ODOT Projects\Region 2 Projects\Concepts Reports\SR-201\2025_SR-201_3200 West Bike Lane Improvements\Sheets.dgn

29-JAN-2025

EXHIBIT A

N

POLE SCHEDULE					
POLE ID	LOCATION	MAST ARM	LUMINAIRE ARM	LUMINAIRE HEIGHT	REMARKS
	UNDER SPUI ON WEST				NEW SIGNAL CABINET
P7	NW AREA		15'	40'	NEW LUMINAIRE POLE
P8	NW AREA				NEW 15' TRAFFIC POLE
P9	NW AREA				NEW 15' TRAFFIC POLE
P10	NW AREA		15'	40'	NEW DUAL LUMINAIRE POLE
P11	NW AREA				NEW 15' TRAFFIC POLE
P12	NW AREA				EXISTING TRAFFIC POLE
P13	NW AREA				NEW 15' TRAFFIC POLE
P14	NW AREA				NEW 11' TRAFFIC POLE
P15	NE AREA				NEW 15' TRAFFIC POLE
P16	NE AREA				NEW 15' TRAFFIC POLE
P17	NE AREA				EXISTING LUMINAIRE POLE

POLE SCHEDULE (CONT.)					
POLE ID	LOCATION	MAST ARM	LUMINAIRE ARM	LUMINAIRE HEIGHT	REMARKS
P18	NE AREA				NEW 15' TRAFFIC POLE
P19	NE AREA				NEW 15' TRAFFIC POLE
P20	SE AREA				NEW 15' TRAFFIC POLE
P21	SE AREA				NEW 15' TRAFFIC POLE
P22	SW AREA		15'	40'	NEW DUAL LUMINAIRE POLE
P23	SW AREA				NEW 15' TRAFFIC POLE
P24	SW AREA				EXISTING TRAFFIC POLE
P25	SW AREA				NEW 15' TRAFFIC POLE
P26	SW AREA				EXISTING TRAFFIC POLE
P27	SW AREA				NEW 11' TRAFFIC POLE

INSTALL NEW SIGNAL HEADS ON BRIDGE GIRDER

INSTALL NEW SIGNAL HEADS ON BRIDGE GIRDER

INSTALL NEW SIGNAL HEADS ON BRIDGE GIRDER

INSTALL NEW SIGNAL HEADS ON BRIDGE GIRDER

SR-201

3200 WEST

REMOVE EXISTING TRAFFIC POLE

REMOVE EXISTING TRAFFIC POLE

REMOVE EXISTING TRAFFIC POLE

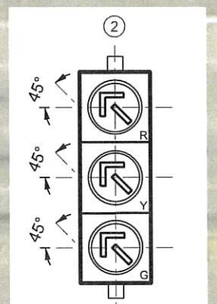
AUDIBLE PED BUTTON WITHOUT PED HEAD

RRFB

AUDIBLE PED BUTTON WITHOUT PED HEAD

RRFB

P7 P8 P9 P10 P11 P12 P13 P14 P15 P16 P17 P18 P19 P20 P21 P22 P23 P24 P25 P26 P27



NOTES:

1. RE-ESTABLISH A WORKING UNDERDECK LIGHTING SYSTEM ON WEST SIDE OF SR-201 SPUI. CONTRACTOR MUST HAVE APPROVAL OF ENGINEER BEFORE INSTALLING ANY NEW CONDUIT OR LIGHTING. EXISTING SYSTEM SHOULD BE RESTABLISHED, NOT THE INSTALLATION OF A NEW SYSTEM.
2. ALL NEW TYPE III SIGNAL HEAD ARROWS SHOULD BE ORIENTED AT 45 DEGREES AS SHOWN ABOVE.
3. INSTALL NEW 6-STRAND PRE-TERMINATED DROP CABLE IN EXISTING CONDUIT.
4. INSTALL NEW 6-STRAND PRE-TERMINATED DROP CABLE IN NEW CONDUIT.
5. PROTECT IN PLACE EXISTING SIGNAL EQUIPMENT UNLESS OTHERWISE NOTED.
6. COORDINATE WITH DAVE MOUNT AT (801) 330-4446 FOR TURNING ON OF ANY NEW SIGNAL EQUIPMENT.

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION

APPROVED

PROFESSIONAL ENGINEER

DRAWN BY MBC

CHECKED BY PA

QC

DATE

PROJECT

SR-201 & 3200 WEST IMPROVEMENTS

PROJECT NUMBER

PIN

SIGNALS

SHEET NO. SG-02

DGN File: pw:\\dotsv-pw-bentleysystems-dot-com-pw-01\Documents\UDOT Projects\Region 2 Projects\Concepts Reports\SR-201\2025_SR-201_3200 West Bike Lane Improvements\Sheets.dgn

29-JAN-2025

EXHIBIT A

POLE SCHEDULE					
POLE ID	LOCATION	MAST ARM	LUMINAIRE ARM	LUMINAIRE HEIGHT	REMARKS
	SW CORNER				NEW SIGNAL CABINET
P28	NW CORNER				EXISTING SIGNAL POLE
P29	NW CORNER				NEW 11' TRAFFIC POLE
P30	NW CORNER				NEW 11' TRAFFIC POLE
P31	NE CORNER				NEW 11' TRAFFIC POLE
P32	NE CORNER	30'	15'	40'	NEW SIGNAL POLE
P33	SE CORNER	45'			NEW SIGNAL POLE
P34	SW CORNER	65'	15'	40'	NEW SIGNAL POLE

N

NORTH FRONTAGE ROAD

3200 WEST

P28 P29 P30 P31 P32 P33 P34

VIBRATION MITIGATOR

VIBRATION MITIGATOR

REMOVE EXISTING ITS CABINET

I-pc III-pc

1. INSTALL NEW 6-STRAND PRE-TERMINATED DROP CABLE IN EXISTING CONDUIT.
2. INSTALL NEW 6-STRAND PRE-TERMINATED DROP CABLE IN NEW CONDUIT.
3. PROTECT IN PLACE EXISTING SIGNAL EQUIPMENT UNLESS OTHERWISE NOTED.
4. COORDINATE WITH DAVE MOUNT AT (801) 330-4446 FOR TURNING ON OF ANY NEW SIGNAL EQUIPMENT. PROVIDE SEVEN DAYS ADVANCE NOTICE.
5. INSTALL STATE FURNISHED STOP BAR DETECTION PER MANUFACTURERS RECOMMENDATIONS. CONTACT DAVE MOUNT AT (801) 330-4446 TO COORDINATE DETECTION PLACEMENT LOCATION. PROVIDE TWO DAYS ADVANCE NOTICE.
6. REROUTE EXISTING CCTV CAMERA AND RSU CABLE INTO NEW SIGNAL CABINET.
7. SEE DT-02 FOR MAST ARM SIGN DETAILS.

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION

DRAWN BY MBC
CHECKED BY PA
QC
DATE

APPROVED

PROFESSIONAL ENGINEER

SR-201 & 3200 WEST IMPROVEMENTS

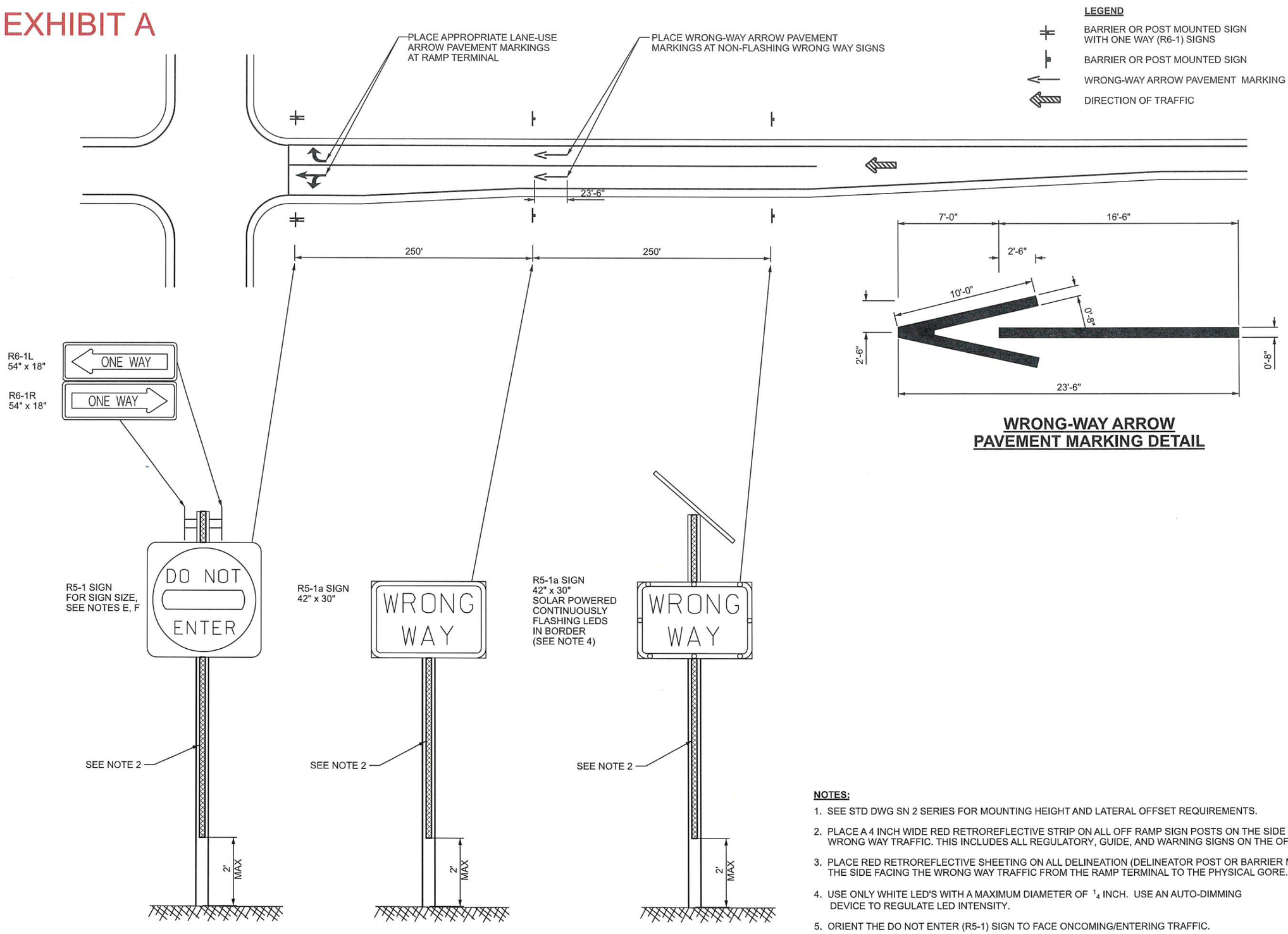
PROJECT
PROJECT NUMBER
PIN

SIGNALS

SHEET NO. SG-03

29-JAN-2025 DGN File: per://odotcrpw.bentley.com:drd01/Documents/ODOT Projects/Region 2 Projects/Concept Reports/SR-201/2025_SR-201_3200 West Bike Lane Improvements\Sheets.dgn

EXHIBIT A



WRONG-WAY ARROW PAVEMENT MARKING DETAIL

NOTES:

1. SEE STD DWG SN 2 SERIES FOR MOUNTING HEIGHT AND LATERAL OFFSET REQUIREMENTS.
2. PLACE A 4 INCH WIDE RED RETROREFLECTIVE STRIP ON ALL OFF RAMP SIGN POSTS ON THE SIDE FACING THE WRONG WAY TRAFFIC. THIS INCLUDES ALL REGULATORY, GUIDE, AND WARNING SIGNS ON THE OFF RAMP.
3. PLACE RED RETROREFLECTIVE SHEETING ON ALL DELINEATION (DELINEATOR POST OR BARRIER MOUNT) ON THE SIDE FACING THE WRONG WAY TRAFFIC FROM THE RAMP TERMINAL TO THE PHYSICAL GORE.
4. USE ONLY WHITE LED'S WITH A MAXIMUM DIAMETER OF $^{1}/_{4}$ INCH. USE AN AUTO-DIMMING DEVICE TO REGULATE LED INTENSITY.
5. ORIENT THE DO NOT ENTER (R5-1) SIGN TO FACE ONCOMING/ENTERING TRAFFIC.
6. ORIENT THE DO NOT ENTER (R5-1) SIGN AWAY FROM ADJACENT TRAFFIC WHEN INSTALLED ON A TWO-WAY RAMP.

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
REGION TWO DESIGN

APPROVED

PROFESSIONAL ENGINEER

DRAWN BY

QC CHECKED BY

02/22/2022
DATE

SR-201 & 3200 WEST IMPROVEMENTS

PROJECT

PROJECT NUMBER

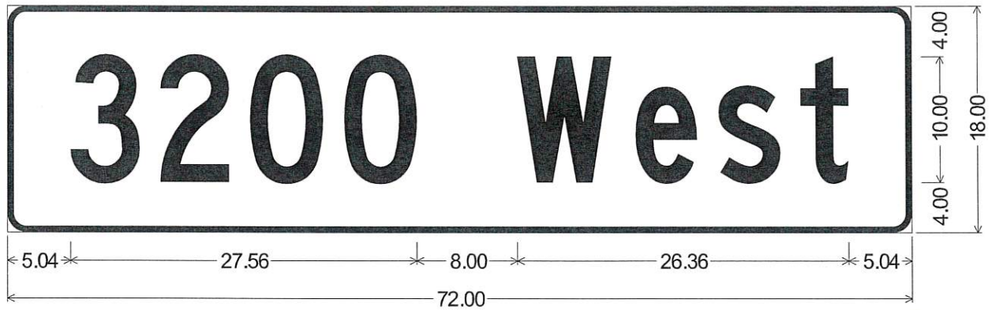
PIN

DETAIL

SHEET NO. DT-01

DGN Files:pw://udot-pw.bentleycommudot-pw-01/Documents/UDOT Projects/Region 2 Projects/Concept Reports/SR-201/2025_SR-201; 3200 West Bike Lane Improvements\SN02C (3).dgn
14-JAN-2025

EXHIBIT A



1.50" Radius, 0.50" Border, White on Green;
"3200 West", C;



1.50" Radius, 0.50" Border, White on Green;
"N Frontage Rd", C;

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION

DRAWN BY MBC
QC CHECKED BY AG
DATE
APPROVED
PROFESSIONAL ENGINEER

SR-201 & 3200 WEST IMPROVEMENTS

PROJECT
PROJECT NUMBER
PIN

DETAIL

SHEET NO. DT-02

DGN File: pw:/udot-pw-bentleycomadbc-pw-01/Documents/UDOT Projects/Region 2 Projects/Concept Reports/SR-201/2025_SR-201_3200 W
14-JAN-2025

Item #:	
Fiscal Impact:	$400.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75296-0200
Budget Opening Required:	No

ISSUE:
Authorization and execution of a Right-of-way Purchase Agreement, and acceptance of a Warranty Deed.

SYNOPSIS:
Julio M. Gonzalez and Juanita Gonzalez have signed a Right-of-way Purchase Agreement and a Warranty Deed for a portion of property located at 4110 South 6115 West (20-02-126-004).

BACKGROUND:
The Julio M. Gonzalez and Juanita Gonzalez property located at 4110 South 6115 West is one of several properties affected by the required removal and replacement of ADA ramps for the 2025 Asphalt Overlay Project. As part of this project several residential streets will be roto-milled and overlaid. Any existing ADA ramps which do not comply with the current ADA standards and regulations must be removed and replaced.

The Warranty Deed will allow for construction over a portion of the property currently owned by the property owners. The portion of property being acquired is located at the northeast corner of Lot 116 of West Hills No. 2, Phase 1 subdivision and contains a total of 18 square feet. Compensation for the Warranty Deed in the amount of $400.00 was based upon land values for property in the area.

RECOMMENDATION:
Accept Warranty Deed authorize the mayor to execute the Right-of-way Purchase Agreement. Authorize City Recorder to record said Warranty Deed for and on behalf of West Valley City.

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT-OF-WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM JULIO AND JUANITA GONZALEZ FOR PROPERTY LOCATED AT 4110 SOUTH 6115 WEST.

WHEREAS, Julio and Juanita Gonzalez (herein and collectively "Owner") have entered into a Right-of-Way Purchase Agreement for property located at 4110 South 6115 West that is affected by the 2025 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed (the "Deed"), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement with Owner, and to accept the Deed.

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

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

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

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2025.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 20___, Julio M. and Juanita Gonzalez (collectively, GRANTOR), hereby agres to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes (the "Property").

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

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

2. The City shall pay $400.00 for the Property. This amount constitutes fair market value and is the entire payment for the Property and any and all known or potential damages, costs, or value that may be related to the Property. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. Closing costs, if any, shall be paid by the City.

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

(Signatures follow)

GRANTOR
JULIO M. GONZALEZ

Julio M. Gonzalez

State of UTAH)
:ss
County of SALT LAKE)

On this 25TH day of FEBRUARY, 2024 personally appeared before me Julio M. Gonzalez, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

GRANTOR
JUANITA GONZALEZ

Juanita Gonzalez

State of UTAH)
:ss
County of SALT LAKE)

On this 25TH day of FEBRUARY, 2024 personally appeared before me Juanita Gonzalez, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**20-02-126-004**

WARRANTY DEED

Julio M. Gonzalez and Juanita Gonzalez, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee for public street purposes, located at **4110 South 6115 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Northwest Quarter of Section 2, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northeast Corner of Lot 116 of West Hills No. 2, Phase 1, according to the official plat thereof as recorded in Book 80-8 at page 119 in the office of the Salt Lake County Recorder and running thence South 00°06'27" East 6.00 feet; thence North 45°07'02" West 8.48 feet to the southerly line of 4100 South Street; thence North 89°52'23" East 6.00 feet to the POINT OF BEGINNING. Containing 18 square feet, more or less.

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

WITNESSED the hands of said GRANTORS this _____ day of _____, 2025.

GRANTORS

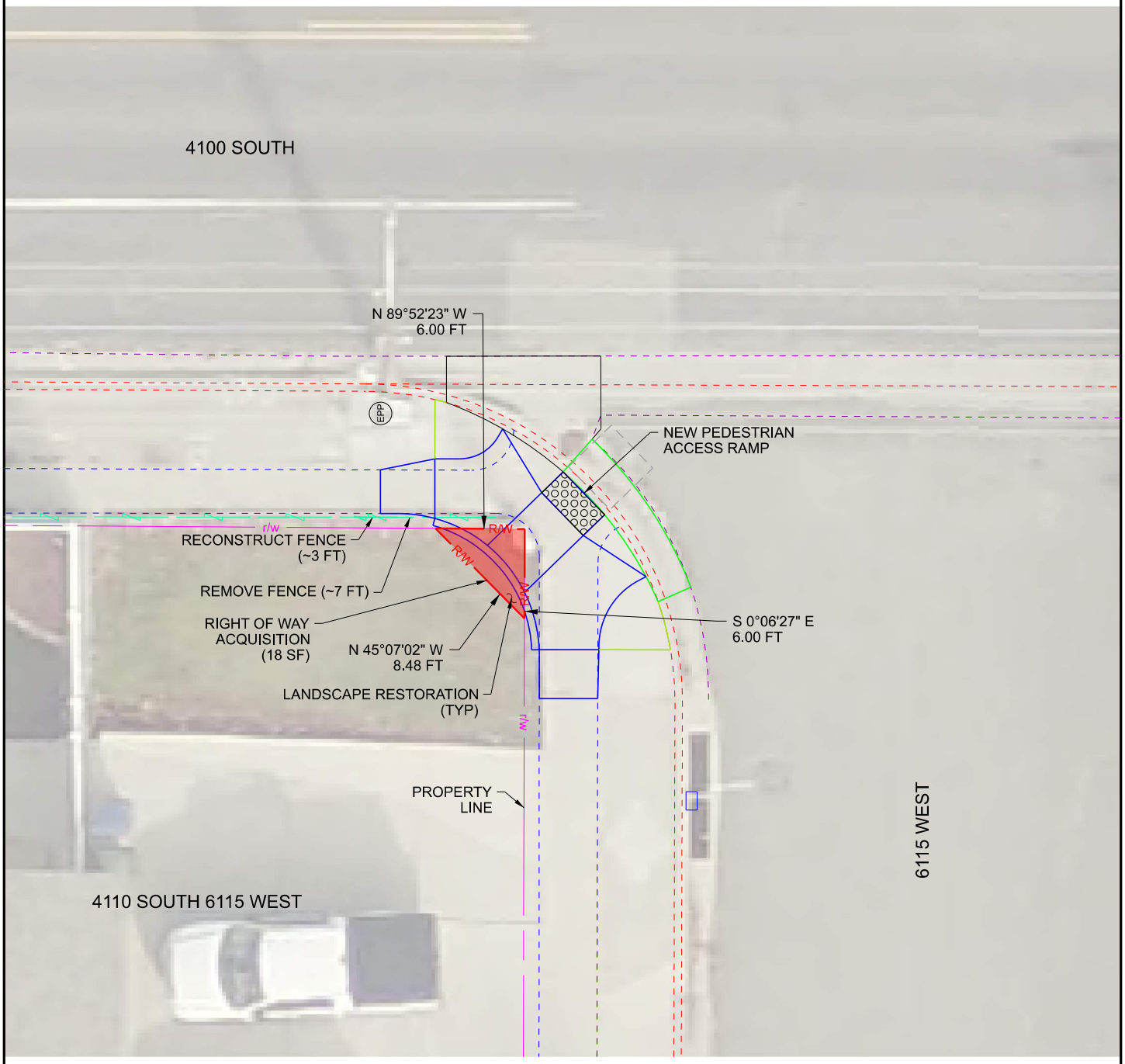
_____ _____

Julio M. Gonzalez **Juanita Gonzalez**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2025, personally appeared before me **Julio M. Gonzalez and Juanita Gonzalez,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public



LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- EXISTING FENCE
- r/w — EXISTING PROPERTY LINE
- TE — TEMPORARY CONSTRUCTION EASEMENT (TCE)
- R/W — RIGHT OF WAY ACQUISITION
- NEW PEDESTRIAN ACCESS RAMP
- ACQUISITION | TCE AREA
- DETECTABLE WARNING SURFACE
- CLEAR SPACE

N
W E
S

0 5 10 15 20

SHEET NO. RW-1

2025 ASPHALT OVERLAY PROJECT
RIGHT-OF-WAY
4110 SOUTH 6115 WEST
PROJECT NUMBER WVC ENG CCR - 489

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN
PROFESSIONAL ENGINEER
DATE

DESIGN
CHECK
DRAWN
CHECK

REMARKS | DATE | NO. | BY
REVISIONS

1/22/2025 5:49:16 PM H:\ENGDIV\PROJECTS\2025 Asphalt Overlay Project\CAD\Drawings\PDF Exhibits\ROW Exhibits\021_4110 South 6115 West ROW EXHIBIT.dgn

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**20-02-126-004**

WARRANTY DEED

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GRANTORS

Julio M. Gonzalez

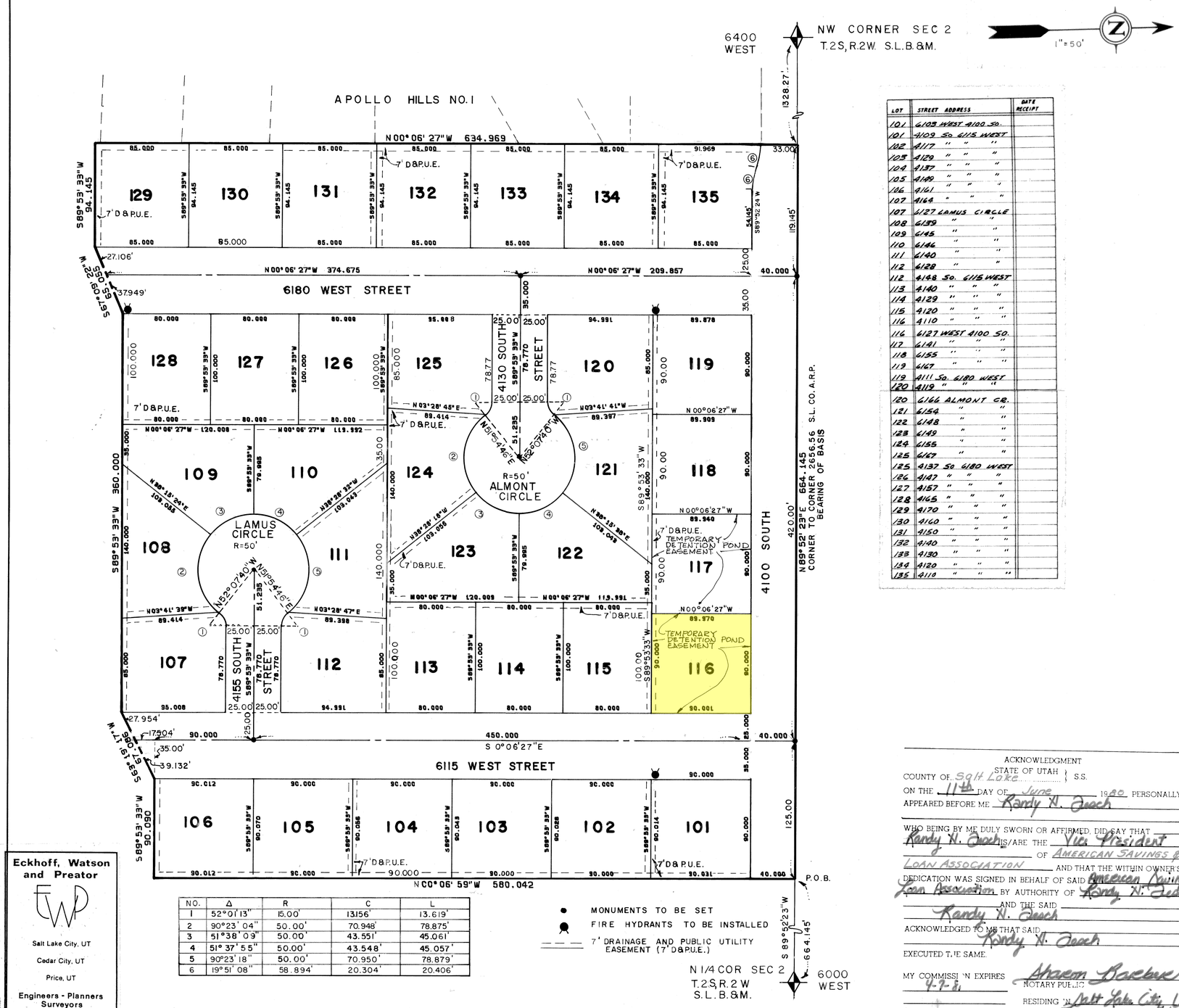
Juanita Gonzalez

State of UTAH)
:ss
County of SALT LAKE)

On this 25TH day of FEBRUARY, 2025, personally appeared before me **Julio M. Gonzalez and Juanita Gonzalez,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public



NO.	Δ	R	C	L
1	52°01'13"	15.00'	13.156'	13.619'
2	90°23'04"	50.00'	70.948'	78.875'
3	51°38'09"	50.00'	43.551'	45.061'
4	51°37'55"	50.00'	43.548'	45.057'
5	90°23'18"	50.00'	70.950'	78.879'
6	19°51'08"	58.894'	20.304'	20.406'

● MONUMENTS TO BE SET
FIRE HYDRANTS TO BE INSTALLED
7' DRAINAGE AND PUBLIC UTILITY EASEMENT (7' D&P.U.E.)

LOT	STREET ADDRESS	RATE RECEIPT
101	6103 WEST 4100 SO.	
101	4109 SO. 6115 WEST	
102	4117 " "	
103	4129 " "	
104	4137 " "	
105	4149 " "	
106	4161 " "	
107	4164 " "	
107	6127 LAMUS CIRCLE	
108	6139 " "	
109	6145 " "	
110	6146 " "	
111	6140 " "	
112	6128 " "	
112	4148 SO. 6115 WEST	
113	4140 " "	
114	4129 " "	
115	4120 " "	
116	4110 " "	
116	6127 WEST 4100 SO.	
117	6141 " "	
118	6155 " "	
119	6167 " "	
119	4111 SO. 6180 WEST	
120	4119 " "	
120	6166 ALMOND CIR.	
121	6154 " "	
122	6148 " "	
123	6149 " "	
124	6155 " "	
125	6167 " "	
125	4137 SO 6180 WEST	
126	4147 " "	
127	4157 " "	
128	4165 " "	
129	4170 " "	
130	4140 " "	
131	4150 " "	
132	4140 " "	
133	4130 " "	
134	4120 " "	
135	4110 " "	

SURVEYOR'S CERTIFICATE

I, KENNETH W. WATSON, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate No. 5190, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as WEST HILLS NO.2, PHASE I and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT THAT IS S 89° 52' 23" W 664.145
		FROM THE N 1/4 COR. SEC. 2, T.2S,R.2W, S.L.B. & M., THENCE;
S 0°06'59"E	580.042	FEET; THENCE
S89°53'33"W	90.090	FEET; THENCE
S 63°19'17"W	67.086	FEET; THENCE
S89°53'33"W	360.000	FEET, THENCE
S67°09'22"W	65.055	FEET, THENCE
S89°53'33"W	94145	FEET; TO THE EAST LINE OF APOLLO HILLS NO. 1 SUBDIVION; THENCE
N0°06'27"W	634.969	FEET; THENCE
N89°52'23"E	664.145	FEET TO THE POINT OF BEGINNING. CONTAINS 35 LOTS = 9.289 ACRES

Feb. 22, 1980
DATE

Kenneth W. Watson

OWNER'S DEDICATION

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

WEST HILLS NO.2 PHASE I

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

In witness whereof we have hereunto set our hands this 12th day of August A.D., 19 80

AMERICAN SAVINGS & LOAN ASSOCIATION

Randy N. Leach
ITS VICE PRESIDENT

Barbara K. Curtis

Gene Curtis

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF Salt Lake

ON THE 11th DAY OF June 1980 PERSONALLY APPEARED BEFORE ME Randy N. Leach

WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT Randy N. Leach IS/ARE THE Vice President OF AMERICAN SAVINGS & LOAN ASSOCIATION AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID American Savings & Loan Association BY AUTHORITY OF Randy N. Leach AND THE SAID Randy N. Leach ACKNOWLEDGED TO ME THAT SAID Randy N. Leach EXECUTED THE SAME.

MY COMMISSION EXPIRES 4-7-83
Sharon Barker
NOTARY PUBLIC
RESIDING IN Salt Lake City, Utah

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of

On the 12th day of August A.D., 19 80 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 the above Owner's dedication, in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: 7/14/82
Gary L. Van Patten
NOTARY PUBLIC
RESIDING IN Salt Lake COUNTY

WEST HILLS NO2 PHASE I

BEING PART OF SECTION 2, T2S, R2W, S.L.B. & M.

BASE & MERIDIAN

Eckhoff, Watson and Preator
Salt Lake City, UT
Cedar City, UT
Price, UT
Engineers - Planners Surveyors

STREET NAME APPROVED
Checked for Zoning
R-1-8
Co. Planning
Co. Surveyor
Post Office
Utilities
Date

PLANNING COMMISSION
APPROVED THIS 22nd DAY OF July A.D., 19 80 BY THE CITY PLANNING COMMISSION.
CHAIRMAN, CITY PLANNING COMM.

BOARD OF HEALTH
APPROVED THIS 21st DAY OF May A.D., 19 80
DIRECTOR, CO. BOARD OF HEALTH

FLOOD CONTROL DEPT.
APPROVED THIS 29th DAY OF May A.D., 19 80
FLOOD CONTROL COORDINATOR

COUNTY ENGINEERING
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
DATE, DIRECTOR ENG. DIVISION

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 12th DAY OF August A.D. 19 80
CITY ATTORNEY

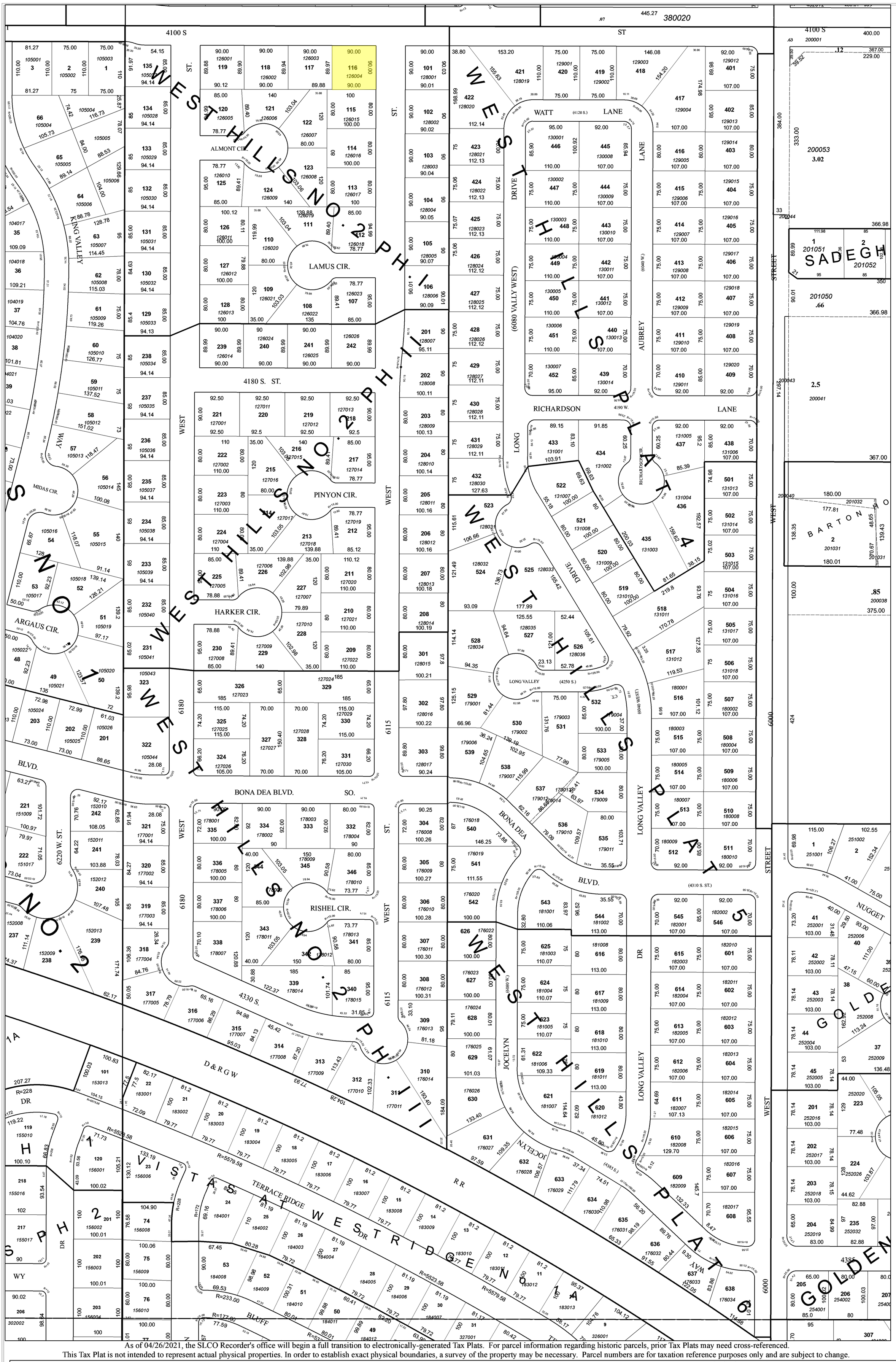
WEST VALLEY CITY COUNCIL
PRESENTED TO THE CITY COUNCIL THIS 13 DAY OF August A.D., 19 80, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED
ATTEST: CITY CLERK, MAYOR

RECORDED # 346542
STATE OF UTAH, COUNTY OF SALT LAKE RECORDED AND FILED AT THE REQUEST OF McGhie Land Title Co.
DATE 8-19-80 TIME 9:01 AM BOOK 80-8 PAGE 119
#27.50
FEE $
CHIEF DEPUTY COUNTY RECORDER

NE NW 1 2S 2W
#27.50

80-8-119

80-8-119



As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically-generated Tax Plats. For parcel information regarding historic parcels, prior Tax Plats may need cross-referenced.

This Tax Plat is not intended to represent actual physical properties. In order to establish exact physical boundaries, a survey of the property may be necessary. Parcel numbers are for taxation reference purposes only and are subject to change.

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

E 1/2 NW 1/4 Sec 02 T2S R2W

SALT LAKE COUNTY, UTAH

6/1/2021

57

Scale 1"=100'

0 100' 200'

Feet

20-02-12

Area | Section | Page

Item:
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:
A resolution appointing Pauline Matagi to the Planning Commission.



SYNOPSIS:
This resolution appoints Pauline Matagi as a member of the Planning Commission for a term commencing March 25, 2025 and ending July 1, 2028.

BACKGROUND:
The Planning Commission is composed of seven members and one alternate appointed and reappointed by the City Manager with the advice and consent of the City Council. Any Planning Commission member may be reappointed for an additional term and there is no limit to the number of terms a member may serve.

Cindy Wood, who was serving as a member of the Planning Commission, was recently selected by the City Council to fill a vacancy on the Council. This change created a vacancy on the Planning Commission. If appointed, Pauline would fill this vacancy and would serve through the end of Cindy's term (July 1, 2028) and could then be reappointed.

The following bio was provided by Pauline:

Pauline Matagi is a proud resident of West Valley City, where she has lived for 36 years. Born in Samoa, Pauline immigrated to the United States in 1974 and has since built a life centered around family and community. She is married to Mose Matagi, and together they are parents to four children - Tyson, Tanner, Titus, and Tess - Pauline's family has grown to include three cherished grand-children. Pauline enjoys traveling and spending quality time with her loved ones. Pauline's commitment to public service began in 2000, when she embarked on a career in City government. With a passion for making a positive impact, Pauline has dedicated herself to improving the lives of those around her.

RECOMMENDATION:
Approval of the resolution appointing Pauline Matagi as a member of the Planning Commission.

SUBMITTED BY:
Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE CITY MANAGER'S APPOINTMENT OF PAULINE MATAGI TO THE WEST VALLEY PLANNING COMMISSION FOR A TERM FROM MARCH 25, 2025 TO JULY 1, 2028.

WHEREAS, the Planning Commission is composed of seven members and one alternate appointed and reappointed by the City Manager with the advice and consent of the City Council, and

WHEREAS, Pauline Matagi has expressed a desire to serve on the Planning Commission; and

WHEREAS, Ifo Pili, City Manager, has recommended the appointment of Pauline Matagi to serve on the Planning Commission for a term from March 25, 2025, to July 1, 2028; and

WHEREAS, such appointment is made with the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Manager's Appointment of Pauline Matagi to the Planning Commission for a term from March 25, 2025, to July 1, 2028, is hereby consented to and ratified by the City Council.

PASSED and **APPROVED** this _____ day of _____, 2025.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item: **3641 South 2200 West**
Fiscal Impact: **$950,000**
Funding Source: **CIP**
Account #: **45-9610-40750-00000-0000**
Budget Opening Required: YES

ISSUE:

A Resolution authorizing an agreement to purchase land located at 3641 South 2200 West for the purpose of a potential renovation of Fire Station 75.

SYNOPSIS:

West Valley City Administration Department desires to acquire the following residential property: 3641 South 2200 West.

Having the First Right of Refusal on this land, we are required to match $950,000 to acquire the 2.04 acres.

BACKGROUND:

Over time, West Valley City has experienced limited availability of open space for development projects. The acquisition of the property located at 3641 South 2200 West would provide the necessary land for the future renovation of Fire Station 75. This acquisition is crucial to ensure that Fire Station 75 can continue to meet the growing needs of the community. The renovation will enhance the station's capabilities and support the City's overall emergency response infrastructure. This acquisition is part of West Valley City's broader strategy to ensure sustainable development and adequate public services as the city continues to grow and evolve.

RECOMMENDATION:

Administration staff recommends approval of the resolution.

SUBMITTED BY:

Lauren McPeak, Administrative Management Analyst

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO EXERCISE A RIGHT OF FIRST REFUSAL AND PURCHASE PROPERTY LOCATED AT 3641 SOUTH 2200 WEST.

WHEREAS, the City holds a Right of First Refusal, recorded as Entry No. 9747679 in the records of the Salt Lake County Recorder, to purchase the property located at 3641 South 2200 West from Jeanine W. Andrews; and

WHEREAS, Ms. Andrews has received an offer to purchase said property; and

WHEREAS, the City desires to exercise said Right of First Refusal and make an equivalent offer to purchase said property; and

WHEREAS, a Real Estate Purchase Contract (the "Agreement") setting forth the terms of said purchase has been prepared by and between the parties; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the City to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City exercises said Right of First Refusal and that the Mayor and City Manager are hereby authorized to execute the Agreement and any documents necessary to facilitate the purchase of said property for and on behalf of the City, conditioned upon approval of the final form of the Agreement and said documents by the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2025.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

March 26, 2025

Jeanine W. Andrews
3643 South 2200 West
West Valley City, Utah 84119

RE: Purchase of Parcel No. 15-34-102-206

Dear Ms. Andrews,

The City has been notified of an offer made to you by N. Brockbank Investments on or about January 14, 2025 to purchase Parcel No. 15-34-102-206 for $950,000. You granted the City a Right of First Refusal to purchase said property on or about June 1, 2006 which is recorded as Entry No. 9747679 in the records of the Salt Lake County Recorder. Said Right of First Refusal entitles the City to purchase the property by making an equivalent offer within 90 days.

The City hereby exercises said Right of First Refusal and encloses a Real Estate Purchase Contract with equivalent terms. This contract includes an identical purchase price, an identical earnest money commitment, and equivalent deadlines and conditions as set forth in Addendum No. 1 for closing and post-closing commitments to be made by the City. Please sign and return the Real Estate Purchase Contract and move forward with seller disclosures as provided in the Contract.

Thank you for notifying us of the offer and we look forward to purchasing the property. If you have any questions please do not hesitate to contact me.

Sincerely,

Ifo Pili
City Manager
West Valley City

CC: Sue C. Shelton, Agent for Ms. Andrews
Katie Olsen, Agent for N. Brockbank Investments

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this 25 day of March, 20___("Offer Reference Date") West Valley City ("Buyer") offers to purchase from Jeanine W. Andrews ("Seller") the Property described below and **agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),** an Earnest Money Deposit in the amount of $ 20,000 in the form of wire transfer. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. PROPERTY: 3641 South 2200 West (also described in Addendum 1)

City of West Valley City, County of Salt Lake, State of Utah, Zip 84119 Tax ID No. 15-34-102-063 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale **(check applicable box)**: ☐ **washers** ☐ **dryers** ☐ **refrigerators** ☐ **microwave ovens** ☐ **other (specify)**

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ **ARE** ☐ **ARE NOT** additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 Excluded Items. The following items are excluded from this sale: _____

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is $ 950,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

$ 20,000	**(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.
$	**(b) Additional Earnest Money Deposit** (see Section 8.4 if applicable)
$	**(c) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
$	**(d) Seller Financing** (see attached Seller Financing Addendum)
$ 930,000	**(e) Balance of Purchase Price in Cash at Settlement**
$ 950,000	**PURCHASE PRICE. Total of lines (a) through (e)**

2.2 Sale of Buyer's Property. Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ **IS** ☐ **IS NOT** conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☐ **Upon Recording**; ☐ ____ **Hours after Recording;** ☐ ___ **Calendar Days after Recording.** Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____. The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: ☐ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____. The provisions of this Section 4.3(c) shall survive Closing

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Real Estate Brokerage Compensation. Seller and Buyer agree that Seller shall contribute ____% of the Purchase Price to Buyer's Brokerage or $_____ to Buyer's Brokerage, if applicable ("Seller's Compensation Contribution"). If no amount is entered, then Seller has not agreed to compensate Buyer's Brokerage in the REPC. This payment shall be made in addition to any other compensation agreed to by the Seller's Brokerage to Buyer's Brokerage, if applicable. Buyer agrees that Seller's Compensation Contribution, combined with any other payment from Seller's Brokerage, if applicable, to Buyer's Brokerage, shall not exceed the amount agreed to between Buyer and Buyer's Brokerage in their written buyer- broker agreement. The provisions of this Section 4.3(e) shall survive Closing.

(f) Sales Proceeds Withholding. Buyer and Seller authorize and direct the escrow/closing office to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens, real estate brokerage compensation, and warrants. The provisions of this Section 4.3(f) shall survive Closing.

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

Seller's Agent(s) Sue C. Shelton, represent(s) ☐ **Seller** ☐ **both Buyer and Seller as Limited Agent(s);**

Seller's Agent(s) Utah Real Estate License Number(s): _____.

Seller's Brokerage Coldwell Banker, represents ☐ **Seller** ☐ **both Buyer and Seller as Limited Agent;**

Seller's Brokerage Utah Real Estate License Number: _____.

Buyer's Agent(s) _____, represent(s) ☐ **Buyer** ☐ **both Buyer and Seller as Limited Agent(s);**

Buyer's Agent(s) Utah Real Estate License Number(s): _____

Buyer's Brokerage _____, represents ☐ **Buyer** ☐ **both Buyer and Seller as Limited Agent;**

Buyer's Brokerage Utah Real Estate License Number: _____.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) Long-Term Lease or Rental Agreements. Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(a) shall survive Closing.

(b) Short-Term Rental Bookings. Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance ("Owner's Policy")* available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section10.3;
(b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
(c) a Commitment for Title Insurance as referenced in Section 6.1;
(d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
(f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
(g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
(h) a copy of any existing property management agreements affecting the Property;
(i) evidence of any water rights and/or water shares referenced in Section 1.4;
(j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
(k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
(l) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☐ **IS** ☐ **IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ **IS** ☐ **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☐ **No Financing Required.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☐ **Financing Required.** Buyer's obligation to purchase the Property **IS** conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon $_____of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) Earnest Money Deposit(s) Released to Seller. If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: ☐ **WILL** ☐ **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of $_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☐ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☐ **Addendum No.** 1 ☐ **Seller Financing Addendum** ☐ **FHA/VA Loan Addendum** ☐ **Other (specify)** _____.

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan ☐ **WILL** ☐ **WILL NOT** be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ **Buyer** ☐ **Seller** and shall be issued by a company selected by ☐ **Buyer** ☐ **Seller**. The cost of the Home Warranty Plan shall not exceed $_____ and shall be paid for at Settlement by ☐ **Buyer** ☐ **Seller**.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11 FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

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

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☐ **SHALL** ☐ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20 INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

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

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	See Addendum No. 1	(Date)
(b) Due Diligence Deadline	See Addendum No. 1	(Date)
(c) Financing & Appraisal Deadline	N/A	(Date)
(d) Settlement Deadline	See Addendum No. 1	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 ☐ **AM** ☐ **PM** Mountain Time on April 1 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature)	(Date)	(Buyer's Signature)	(Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified by the attached ADDENDUM No

☐ **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature)	(Date)	(Time)	(Seller's Signature)	(Date)	(Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE DECEMBER 4, 2024.

ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [X**] ADDENDUM [ ] COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of March 25, 2025, including all prior addenda and counteroffers, between West Valley City as Buyer, and Jeanine W. Andrews as Seller, regarding the Property located at 3641 South 2200 West, West Valley City, Utah. The following terms are hereby incorporated as part of the REPC:

The property's legal description is as follows:

BEG 1068 FT S FR NW COR SEC 34, T 1S, R 1W, SLM; S 148 FT; E 183.37 FT; S 104 FT; E 267.8 FT; N 252 FT; W 451.16 FT TO BEG. LESS STREET 2.06 AC M OR L. 4498-0260 5281-0737 9305-6546

The Buyer shall move the seller's currant bushes and asparagus plants to the seller's personal lot. (survives closing)

The Buyer shall not install a white vinyl fence around or within the perimeter. (survives closing)

Seller's disclosures shall be due within ten days of buyer's acceptance. Buyer's due diligence shall be completed within fifteen days of buyer's acceptance. Closing shall occur within thirty days of buyer's acceptance.

Earnest money shall be deposited within four days of buyer's acceptance.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **[ ] Seller [**X**] Buyer** shall have until 5:00 **[ ] AM [**X**] PM** Mountain Time on (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[ ] Buyer [ ] Seller Signature (Date) (Time)

[ ] Buyer [ ] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[ ] ACCEPTANCE: [ ] Seller [ ] Buyer hereby accepts the terms of this ADDENDUM.

[ ] COUNTEROFFER: [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

[ ] REJECTION: [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.