



A Special Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, August 26, 2025, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the 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>.

CINDY WOOD, CHAIR  
DON CHRISTENSEN, VICE CHAIR

**A G E N D A**

1. Call to Order- Chair Cindy Wood
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
  - A. July 22, 2025
5. Resolutions:
  - A. 25-08: Renew the Hometown Scholars Contribution Agreement with the University of Utah
  - B. 25-09: Authorize the City to Execute a Temporary Construction Easement

- 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.

Agreement with Enbridge Gas Utah

6. Adjourn

**MINUTES OF THE REDEVELOPMENT AGENCY SPECIAL MEETING – JULY 22, 2025**

**-1-**

THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY MET IN SPECIAL SESSION ON TUESDAY, JULY 22, 2025, AT 7:14 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM. THE MEETING WAS CALLED TO ORDER BY CHAIRPERSON CINDY WOOD.

THE FOLLOWING MEMBERS WERE PRESENT:

Cindy Wood, Chair  
Lars Nordfelt  
Tom Huynh  
William Whetstone  
Scott Harmon  
Don Christensen  
Karen Lang

STAFF PRESENT:

Ifo Pili, City Manager  
Nichole Camac, City Recorder  
Eric Bunderson, City Attorney  
Colleen Jacobs, Police Chief  
John Evans, Fire Chief  
Jim Welch, Finance Director  
Steve Pastorik, CED Director  
Tumi Young, Chief Code Enforcement Officer  
Dan Johnson, Public Works Director  
Jamie Young, Parks and Recreation Director  
Jonathan Springmeyer, RDA Director  
Sam Johnson, Strategic Communications Director  
Travis Crosby, IT

**APPROVAL OF MINUTES OF MEETING HELD JUNE 10, 2025**

The Agency considered Minutes of the Regular Meeting held June 10, 2025. There were no changes, corrections or deletions.

Mr. Harmon moved to approve the Minutes of the Regular Meeting held June 10, 2025. Ms. Lang seconded the motion.

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

**RESOLUTION 25-07: ENTER INTO A PROFESSIONAL SERVICES**

## MINUTES OF THE REDEVELOPMENT AGENCY SPECIAL MEETING – JULY 22, 2025

-2-

### AGREEMENT WITH DOWNTOWN REDEVELOPMENT SERVICES, L.L.C.

Chairperson Wood presented proposed resolution 25-07 that would authorize the Redevelopment Agency to enter into a Professional Services Agreement With Downtown Redevelopment Services, L.L.C.

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

The resolution would approve an agreement between the Redevelopment Agency and DTRedevelopment to provide Land Planning and Design services to assist staff and Council in formulating a plan for disposition and development of the JRM property. These services will include: Existing Conditions Analysis, Market Analysis, Conceptual Scenario Planning, Preferred Scenario Plan, Visualization Plan, and Implementation Plan. The study would take 5 months to complete and include workshops for both staff and Council to formulate a comprehensive and actionable plan for disposition and development of the JRM property.

The RDA issued a Request for Proposals for Land Planning and Design Services for the RDA owned property known as the JRM property. DTRedevelopment's proposal was selected based on the criteria in the RFP. Under this proposed contract, the contractor would work with City staff and City Council to develop a plan for this property based on market conditions, staff goals, and Council desires. This work would include workshops with staff and Council to build consensus around a holistic and actionable plan to sell and develop the property.

Upon inquiry by Chairperson Wood there were no further questions from members of the Authority, and she called for a motion.

Mr. Harmon moved to approve Resolution 25-07.

Mr. Huynh seconded the motion.

A roll call vote was taken:

|                 |     |
|-----------------|-----|
| Mr. Whetstone   | Yes |
| Mr. Harmon      | Yes |
| Mr. Huynh       | Yes |
| Ms. Lang        | Yes |
| Mr. Christensen | Yes |
| Mr. Nordfelt    | Yes |
| Chair Wood      | Yes |

Unanimous.

**MINUTES OF THE REDEVELOPMENT AGENCY SPECIAL MEETING – JULY 22, 2025**

**-3-**

**MOTION TO ADJOURN**

Upon motion by Ms. Lang, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE SPECIAL MEETING OF TUESDAY, JULY 22, 2025, WAS ADJOURNED AT 7:16 PM. BY CHAIRPERSON WOOD.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Meeting of the Redevelopment Agency of West Valley City held Tuesday, July 22, 2025.

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Nichole Camac  
Secretary

**Item:** \_\_\_\_\_  
**Fiscal Impact:** \$180,000  
**Funding Source:** RDA 17C-1-411 Housing Funds  
**Account #:** 22-6071-40310-0000-00000

**ISSUE:**

A Resolution authorizing the Redevelopment Agency of West Valley City to renew an Agreement with the University of Utah School of Business Opportunity Scholars program for the My Hometown Scholarship for the benefit of West Valley City students in a program to promote higher education as part of the strategic goals set forth by the Council for Economic Development.

**SYNOPSIS:**

As part of the City Council's goal of creating and maintaining a sustainable city, the RDA has been tasked with improving opportunities for secondary education for West Valley City students. The City Council and the Board recognized that having an educated workforce present in the city provides for many economic development opportunities not otherwise available. As the City moves to the future it is important to maintain the workforce already in place and to increase the educational attainment levels of our residents. This is the eighth year of the Opportunity Scholars - RDA partnership.

This year the My Hometown Scholarship program assisted 23 West Valley City University Students. There were 11 students who graduated from the program this year. This scholarship program is widely advertised and promoted at all of the city's high schools as well as to WVC seniors that live in the City but may attend schools out of our boundary. If these students take the My Hometown scholarship monies, they agree to represent West Valley City and will either remain living in the City or come back to the city and seek employment long term in the City as well.

**BACKGROUND:**

The RDA will use its state law mandated housing set aside money to provide affordable housing and other tools to at least 12 students from West Valley City that will attend the University of Utah in the Fall of 2025. These students will be in the program, will live at Fairbourne Station, will attend classes via the Trax line, and will be provided other mentor and scholarship opportunities through the university to ensure their success. Opportunity scholars has a 93% graduation rate for those in its program. Opportunity scholars serves first generation college students. The Opportunity Scholars program provides retention resources such as tutors, mentors, internships, advising, career-services, service-learning projects, community outreach, networking opportunities, counseling, financial assistance, and access to the program director.

**RECOMMENDATION:**

Approval of the Resolution and Contribution Agreement.

**SUBMITTED BY:**

Jonathan Springmeyer, Economic Development Director

**REDEVELOPMENT AGENCY OF WEST VALLEY CITY**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY TO RENEW THE HOMETOWN SCHOLARS CONTRIBUTION AGREEMENT WITH THE UNIVERSITY OF UTAH.**

**WHEREAS**, the Redevelopment Agency of West Valley City (the “Agency”) undertakes a variety of initiatives to promote economic development in the City; and

**WHEREAS**, one of the strategic long-term goals of the Agency is to promote the successful completion of higher education for West Valley City students as this provides for a strong capable workforce and a more stable economy in the City; and

**WHEREAS**, the University of Utah’s David Eccles Business School (the “University”) operates an Opportunity Scholars Program (the “Program”) that offers mentoring, scholarships, and academic support to first generation immigrant students at the University; and

**WHEREAS**, the Program has achieved a 93% graduation rate for program participants, all of whom qualify for need based financial aid and who face substantial barriers to educational attainment prior to Program participation; and

**WHEREAS**, the Agency and West Valley City share a commitment to promoting an educated workforce in the City and supporting the continued vitality of West Valley City’s immigrant community; and

**WHEREAS**, the Agency and the University have established the Hometown Scholars partnership that has produced excellent results for West Valley City residents; and

**WHEREAS**, the partnership between the Agency and the University has offered a unique opportunity to promote shared goals of supporting affordable housing options and investing in the future leaders of our City; and

**WHEREAS**, the Agency has prepared a Contribution Agreement (the “Agreement”) between the Agency and the University to offer support to the Program and to continue a partnership between the Agency and the University; and

**WHEREAS**, the Board of Directors of the Redevelopment Agency of West Valley City finds 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 Board of Directors of the Redevelopment Agency of West Valley City that the Agreement is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to

execute said Agreement for and on behalf of the Agency, 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.

REDEVELOPMENT AGENCY OF WEST  
VALLEY CITY

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CHAIR

ATTEST:

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SECRETARY

## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the “Agreement”) is entered into as of \_\_\_\_\_ (the “Effective Date”), by and between the Redevelopment Agency of West Valley City, a Utah political subdivision (“AGENCY”) and the University of Utah (“University”), a body politic and corporate of the State of Utah, on behalf of its David Eccles School of Business (the “Business School”).

### RECITALS

- A. The Business School operates the Opportunity Scholars Program (“Program”), which provides retention resources such as tutors, mentors, internships, advising, career-services, service-learning projects, community outreach, networking opportunities, counseling, financial assistance and anytime access to Erica Rojas (the “Program Director”);
- B. The Business School’s Opportunity Scholars Program offers first generation students who qualify for need-based financial aid a combination of scholarships and mentoring services that has proven extremely effective in increasing graduation rates and preparing students to maximize their opportunities following graduation; and
- C. The AGENCY seeks to contribute funds to the Business School in support of a pilot program to facilitate academic success and offer support for the partial or full cost of attendance, including housing expenditures.

For the consideration set forth herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Engagement; Services and Work Product.** In exchange for the Contribution (as defined below), the AGENCY hereby engages the Business School as an independent contractor, and the Business School hereby accepts such engagement, upon the terms and subject to the conditions set forth in this Agreement.

**1.1 Services.** During the term of this Agreement, the Business School, through the Program, will use the Contribution for scholarships as set forth in Exhibit A.

**1.2 Program Director.** The Program Director responsible for supervising students engaged in the Program shall be Erica Rojas, unless the parties agree otherwise. In the event the Program Director is unwilling or otherwise unable to continue performing services as the Program Director (for example, the Program Director terminates his or her employment with the University of Utah for any reason), the parties will in good faith select a replacement Program Director acceptable to both parties. If the parties are unable, for any reason, to identify a Program Director acceptable to both parties, either the AGENCY or the Business School may terminate this Agreement upon thirty (30) calendar days notice to the other party.

## **2. Contribution.**

**2.1 Contribution.** In support of the Program, AGENCY shall contribute Seventy Five Thousand Dollars (\$75,000.00) (the “Contribution”) to the Business School.

**2.2 Cash Payment.** The AGENCY shall pay the Contribution to the Business School within thirty days of execution of this Agreement.

**2.3 Housing Units.** The AGENCY shall secure, and be responsible for all payments associated with, four two bedroom housing units for use by Program participants selected by the Business School (“Units”). No portion of the Contribution made to the Business School is intended to be used to pay for, and shall not be used to pay for the Units. The Agency shall make these Units available to the Program participants free of charge. Program participants, and not the Business School, shall be responsible for any damage to the Units. The University and the Business School each hereby disclaim any liability with respect to the housing Units procured by the Agency for use by the students in the Program, including without limitation, the payment of any rent, down payments, security deposits, insurance and/or damages to any of the Units.

**3. Changes to the Agreement.** The Business School shall not change the use of the Contribution as set forth in Exhibit A without a written amendment signed by the AGENCY and the Business School.

## **4. Relationship of the Parties.**

**4.1 Status as an Independent Contractor.** The Business School shall at all times during the term of this Agreement and in the performance of the Services be an independent contractor. Neither the Business School nor any employee or student of the Business School shall be considered an employee of the AGENCY for any purpose.

**4.2 No Benefits.** The Business School acknowledges and agrees that, as an independent contractor, neither the Business School nor any of its students, employees or subcontractors shall be entitled to participate in any employee fringe benefit, medical or life insurance, pension or other similar plan sponsored by the AGENCY.

**4.3 Selection of Recipients.** The Business School shall determine the method, details, and means of awarding scholarships as set forth in Exhibit A.

## **5. Term; Termination.**

**5.1 Term of Agreement.** The term of this Agreement will commence on the Effective Date and will automatically expire on July 31, 2026 (the “Expiration Date”).

**5.2 Termination for Cause.** Either party may terminate this Agreement, at such party’s discretion, thirty (30) days after serving notice upon the other party to this Agreement of the occurrence of any event of default as set forth below on the part of the other party, unless such other party shall have cured such event of default within such thirty (30) day period.

**5.3 Effect of Termination.** Within thirty (30) days following the effective date of expiration or earlier termination of this Agreement, the Business School shall deliver to the AGENCY all funds from the Contribution that have not been awarded to students at the time of termination.

**5.4 Survival.** Sections 4.1, 4.2, and 5 through 10, inclusive, of this Agreement shall survive any expiration or earlier termination of this Agreement and shall continue in effect.

## **6. Confidentiality.**

**6.1 Confidentiality.** The Business School shall maintain in strict confidence, and shall use and disclose only as authorized by the AGENCY, all Confidential Information (as defined below) that the Business School receives in connection with the performance of Services and development of the Work Product under this Agreement. Notwithstanding the foregoing restrictions, the AGENCY acknowledges that the Business School is a governmental entity and subject to the Utah Government Records Access and Management Act, Sec. 63G-2-101 *et seq.*, Utah Code Ann. (“GRAMA”) and Sec. 53B-16-301 *et seq.*, Utah Code Ann., and that the Business School’s confidentiality obligations shall in all cases be subject to its obligations under GRAMA, or to an order of any court or other governmental authority, but only after the AGENCY has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure. Pursuant to Section 63G-2-309 of GRAMA, the AGENCY hereby claims that all properly identified Confidential Information provided to Business School in connection with the Services are “protected records” under Section 63G-2-305 of GRAMA and contain proprietary business information (including without limitation, trade secrets and commercial information). The Confidential Information is not publicly available, is critical to the AGENCY’s operations, and would not be disclosed without assurance that the Confidential Information will remain confidential to the extent permitted by law.

**6.2 Confidential Information.** For purposes of this Agreement, “Confidential Information” means a properly identified trade secret or commercial information (as defined at Section 63G-2-305) provided to the Business School by the AGENCY, which may include (a) the name or address of any customer or supplier of the AGENCY, or of any other person or entity with which the AGENCY does business or any information concerning the transactions of any customer, supplier or other person or entity with the AGENCY; (b) any information relating to the contracts, agreements, business plans, budgets, or results of operations, or any other financial information of the AGENCY, to the extent such information has not been made available to the public by the AGENCY; and (c) any other trade secret or commercial information marked or noted to be confidential by the AGENCY at the time of disclosure. Confidential Information shall not include any information (x) that is or becomes generally known to the public through sources independent of the AGENCY and through no fault of the Business School; or (y) that is available or becomes available to the Business School from a third party who has a right to disclose it to the Business School other than in the Business School’s capacity under this Agreement; or (z) that is independently developed or acquired by the Business School or the Business School’s personnel other than in the course of performing Services under this Agreement and without reliance in any way upon Confidential Information.

## **7. Miscellaneous.**

**7.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflict of laws.

**7.2 Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were not contained herein; provided that the Agreement as so modified preserves the basic intent of the parties.

**7.3 Assignment.** The benefit of this Agreement may not be assigned or in any manner transferred and the obligations may not be delegated by either party, except with the prior written consent of the other party hereto. Subject to the foregoing limitation upon assignment and delegation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and permitted assigns.

**7.4 No Waiver.** The failure of either party at any time to require performance by the other party of any one or more of the provisions of this Agreement shall not affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any term or provision of this Agreement be interpreted or held to be a waiver of any succeeding breach of such term or provision or as a waiver of the term or provision itself.

**7.5 Captions.** The captions used herein are for ease of reference only and shall not define or limit the provisions hereof.

**7.6 Notices.** Any notice, request, consent and other communications hereunder shall be in writing and may be (a) delivered by hand, or (b) sent by courier service, or (c) by fax, or (d) by certified first class mail, postage prepaid, return receipt requested, to the addresses set forth below. Such notice shall be deemed to have been duly given (a) on the day of actual delivery, if delivered by hand or by courier, (b) on the date when sent, as evidenced by a printed confirmation report of delivery, if sent by fax, or (c) three (3) business days after deposit in the U.S. mail. Addresses may be changed by notice given pursuant to this Section.

If to the Business School: University of Utah

\_\_\_\_\_

Tel \_\_\_\_\_

Fax \_\_\_\_\_

and to the address of the Faculty Supervisor.

If to the AGENCY:      Redevelopment Agency of West Valley City  
Attn: Ifo Pili  
3600 Constitution Blvd.  
West Valley City, UT 84119

**7.7 Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to the subject matter hereof. No representation, oral or written, modifying or contradicting the terms of this Agreement have been made by any part except as contained herein. This Agreement may not be amended, modified or canceled except as provided herein or by written agreement of the parties signed by the party against whom enforcement is sought.

**7.8 Uncontrollable Forces.** Neither the AGENCY nor the Business School shall be considered to be in default of this Agreement if delays in or failure of performance hereunder shall be due to uncontrollable forces the effect of which the nonperforming party could not avoid by exercise or reasonable diligence.

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

University of Utah, a body politic and  
corporate of the state of Utah

“BUSINESS SCHOOL”

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NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Redevelopment Agency of West Valley City

“AGENCY”

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NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST:

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Secretary

**EXHIBIT A**

**CONTRIBUTION TERMS**

The Business School shall use the Contribution, as follows:

- 1) The Business School shall fund scholarships only for students with a connection to West Valley City. A connection to West Valley City can be established by permanent residency in West Valley City, graduation from or attendance at a high school located in West Valley City, or other educational, vocational, or social connection to West Valley City sufficient to merit consideration for a scholarship in the discretion of the Business School.
- 2) The Business School shall offer mentoring services, academic support, and other assistance as required by and through the Opportunity Scholars Program.
- 3) The Business School shall provide sufficient information to the AGENCY to permit the AGENCY to evaluate the success of the Program, the contribution of the Program to student success, and the viability of a continued partnership between the AGENCY and the Business School. Such information shall be determined solely by the Business School and in no event shall the Business School provide, or be required to provide, any information that would violate any applicable laws, including without limitation, the Family Educational Rights and Privacy Act (**FERPA**).
- 4) For avoidance of doubt, the Contribution does not include any obligation with respect to the Units.



WEST VALLEY CITY

# University of Utah Hometown Scholars Contribution

- WVC and Opportunity Scholars partnership started in 2017
- Our contribution: \$180,000 in housing & scholarships.
- Criteria: Live in West Valley City or Graduated from a WVC High School, and 1st Generation Student

# Scholarships

## 2017 – 2024

- 116 scholarships
- 66 graduates

## 2024-2025

- 23 scholarships
- 11 graduates

|                          |                |
|--------------------------|----------------|
| Item #:                  |                |
| Fiscal Impact:           | Up to \$15,000 |
| Funding Source:          | Enbridge Gas   |
| Account #:               |                |
| Budget Opening Required: | No             |

**ISSUE:**

Temporary Construction Easement Agreement with Questar Gas Company dba Enbridge Gas Company

**SYNOPSIS:**

A temporary construction easement to Enbridge Gas Company to temporarily use property owned by the RDA for the boring of a gas main under the Jordan River

**BACKGROUND:**

The RDA owns property known as the Jordan River Marketplace properties south of 3300 South along Cultural Center Drive. Enbridge Gas Company will be installing a new gas main under the Jordan River and has requested of Agency-owned property to prepare and stage pipe in preparation for the bore under the Jordan River.

The agreement allows for temporary use of the property for two-months, with potential month-to-month extensions for an additional three months at a cost of \$3,000 per month. The property will be restored after use and is not to be used as a general staging area for the greater project.

**RECOMMENDATION:**

Approve the Temporary Construction Easement Agreement with Enbridge Gas Company

**SUBMITTED BY:**

Dan Johnson, Public Works Director

**REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH  
ENBRIDGE GAS UTAH.**

**WHEREAS**, Enbridge Gas Utah (“Enbridge”) wishes to use certain property owned by the Redevelopment Agency for a project to replace certain natural gas infrastructure; and

**WHEREAS**, the Agency and Enbridge have prepared a Temporary Construction Easement Agreement (the “Agreement”) to convey an easement to Enbridge; and

**WHEREAS**, the Board of Directors of the Redevelopment Agency 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 execute the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, that the chair is authorized to execute said Agreement for and on behalf of the Agency, subject to the final approval of said Agreement by the City Manager and the City Attorney’s Office.

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

REDEVELOPMENT AGENCY OF WEST  
VALLEY CITY

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right of Way  
Salt Lake City, UT 84145  
FL34-JordanRiverHDD TCE.amb

*Space above for County Recorder's use*  
PARCEL I.D.#15263010140000, 15263510200000,  
15263510140000

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, a public body and government entity, does hereby grant and convey to QUESTAR GAS COMPANY dba ENBRIDGE GAS UTAH, Grantee, for the sum of Six Thousand dollars and no/100 (\$6,000.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, a temporary easement located on Grantor's property (the "Temporary Easement"), for use as temporary construction work space for Grantee's Horizontal Directional Drill (HDD) across the Jordan River, including personnel, vehicles, equipment and materials necessary for Grantee's HDD for the FL34 Feederline Replacement Project (the "Project"), in the Southwest Quarter of Section 26, Township 1 South, Range 1 West, Salt Lake Base & Meridian, Salt Lake County, Utah. The Temporary Easement is described as follows (collectively, the "Easement Area"):

The Temporary Easement use of this property will be limited to a work area for boring activity i.e. placing fill to create level area for pipe stringing, digging bore-pits and using boring equipment, including personnel, vehicles, equipment and materials necessary for an HDD for the FL-34 Feederline Replacement Project. Site shall be used only for bore related activities and is not to be used as a general staging area for the greater project. The Temporary Easement includes a 3-acre area within the Redevelopment Agency of West Valley City parcels as approximately depicted in Exhibit A are attached hereto and incorporated by this reference.

The Easement Area encumbers Grantor's Parcel # 15263010140000, 15263510200000 and a portion of Grantor's Parcel # 15263510140000, which are described on the attached Exhibit B.

**Non – exclusive Use.** The Temporary Easement acquired herein does not convey any right except as stated herein, nor does it prevent Grantor from the use of the real property within the Easement Area so long as such use does not interfere with the purposes for which the Temporary Easement is being acquired. This Temporary Easement does not convey the right to use the Temporary Easement in a manner that would deny any right of Grantor to access property outside the Easement Area.

**Term of Easement.** This Temporary Easement shall begin on October 1, 2025 ("Commencement Date") and shall continue until the earlier to occur of (a) the date that is two

months after the Commencement Date, being November 30, 2025, or (b) Grantee provides written notice of the completion of the Project.

**Extension of Term.** Grantee, upon written notification to Grantor, shall have the option of extending the termination date, on a month to month basis, for up to an additional 3 months, based on payment of a prorated consideration of Three Thousand dollars and no/100 (\$3,000.00) per month, equal to that paid for the Temporary Easement.

**Restoration of Property.** Grantee will restore the Easement Area to as near as practical its condition prior to any of Grantee's use of the Easement Area and shall clean up and remove all construction debris. During the duration of the Temporary Easement, Grantee shall maintain the Easement Area substantially clean of all litter and trash.

**Restrictions on Use.** Grantee shall use the Easement Area solely for the purposes specified hereunder. Site cannot be used as a storage area, with the exception of equipment and materials necessary for the HDD and bore related activity. Dumping of waste materials is prohibited.

**Miscellaneous.** This grant of Temporary Easement may be executed in several counterparts, each of which shall be an original hereof but all of which, taken together, shall constitute one and the same grant of Easements and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

IN WITNESS WHEREOF, Grantor has executed this document this \_\_\_\_\_ day of  
\_\_\_\_\_  
20\_\_\_\_.

Redevelopment Agency of West Valley City

By: \_\_\_\_\_

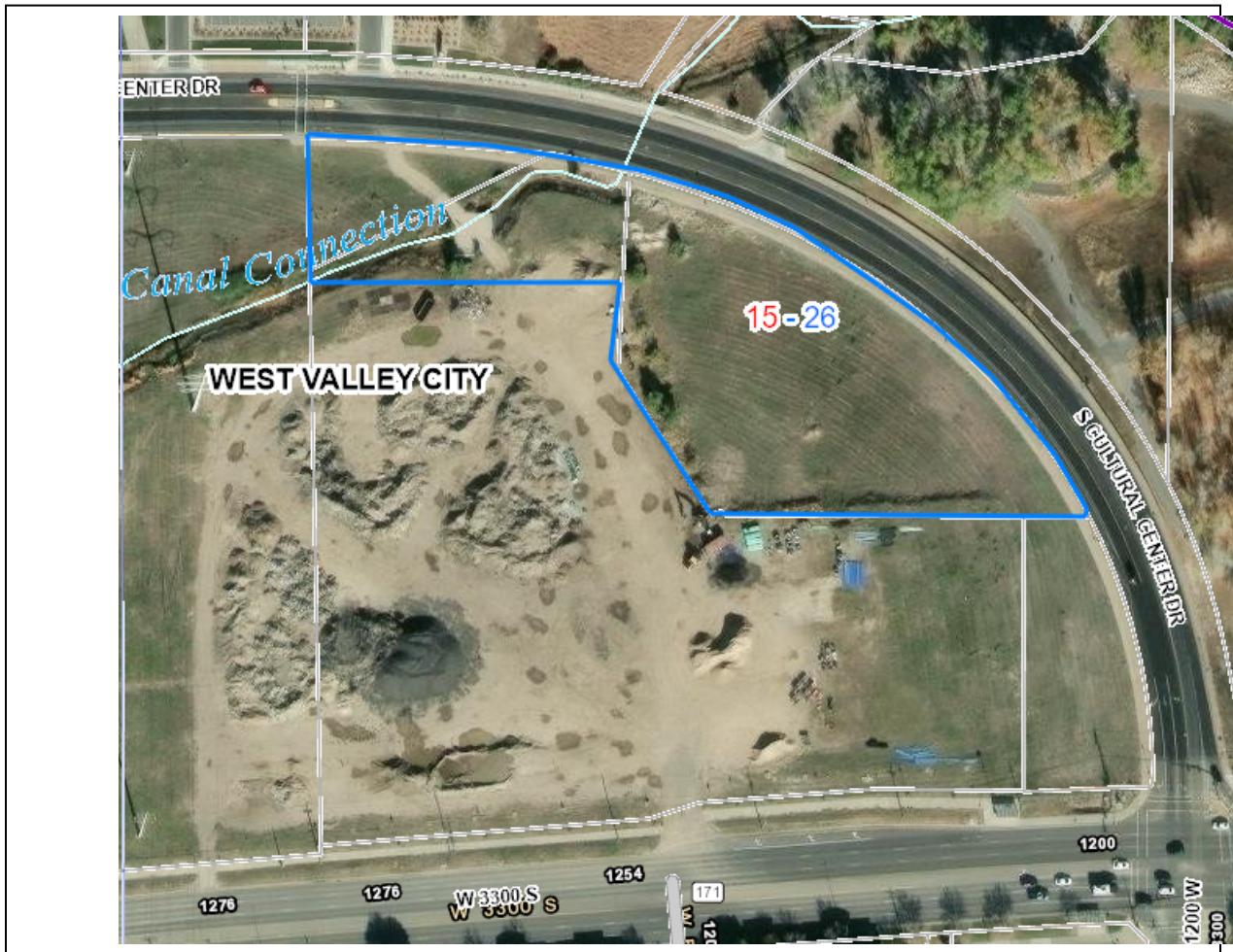
Its: \_\_\_\_\_

Questar Gas Company dba  
Enbridge Gas UT

By: \_\_\_\_\_  
Its: Enbridge Gas Authorized Representative

## EXHIBIT A

### TCE Area



## EXHIBIT B

### **Parcel: 15263010140000**

BEG AT NW COR LOT 3, UTAH CULTURAL CELEBRATION CENTER SUB,, WHICH CORNER IS S 00°08'40" E 1099.62 FT & N 89°51'20" E 179.11 FT FR W 1/4 COR SEC 26, T1S, R1W, SLB & M; N 01°08'18" W 133.85 FT; E'LY 74.26 FT, ALONG A 2659.50 FT RADIUS CURVE TO R ( CHD S 87°31'07" E 74.26 FT ); E'LY 156.80 FT, ALONG A 1175.81 FT RADIUS CURVE TO R ( CHD S 82°53'54" E 156.69 FT ); S 63°53'42" W 252.80 FT TO BEG. 0.37 AC M OR L.

### **Parcel: 15263510140000**

BEG AT NW COR LOT 3, UTAH CULTURAL CELEBRATION CENTER SUB; N63°53'42" E 252.80 FT; E'LY ALONG A 1175.81 FT RADIUS CURVE TO R, 79.29 FT ( CHD S 77°08'45" E 79.28 FT ); S 04°23'42" W54.37 FT; S 02°53'42" W 127.05 FT; S 32°51'17" E 162.18 FT; N 74°27'42" E 11.26 FT; S 31°59'18" E 5.17 FT; S 89°36'18" E284.39 FT; S 00°06'18" E 259.46 FT; N 89°23'55" W 142.55 FT; S 85°37'12" W 167.35 FT; S 72°15'09" W 50.17 FT; S 85°23'19" W 313.29 FT; N 01°08'18" W 538.39 FT TO BEG. ( BEING A PORTION OF LOT 3 UTAH CULTURAL CELEBRATION CENTER SUB. ) 6.47 AC M OR L

### **Parcel: 15263510200000**

FR W 1/4 COR SEC 26, T1S, R1W, SLB & M; E'LY 28.74 FT ALONG A 1175.81 FT RADIUS CURVE TO R ( CHD S 74°30'50" E 28.74 FT );SE'LY 212.20 FT ALONG A 759.50 FT RADIUS CURVE TO R ( CHD S 65°48'35" E 211.51 FT ); SE'LY 140.46 FT ALONG A 594.50 FT RADIUS CURVE TO R ( CHD S 51°02'13" E 140.13 FT ); N 45°43'53" E 0.50 FT; SELY 171.32 FT ALONG A 560 FT RADIUS CURVE TO R ( CHD S 35°30'16" E 170.65 FT ); N 89°36'18" W 338.08 FT; N 31°59'18" W 5.17 FT; S 74°27'42" W 11.26 FT; N 32°51'17" W 162.18 FT; N 02°53'42" E 127.05 FT; N 04°23'42" E 54.37 FT TO BEG. 1.97 AC M OR L

# Temporary Construction Easement Agreement Enbridge Gas Company

- Grant temporary rights to the gas company to stage and prepare pipe to be bored under the Jordan River.
- Property May not be used as a general storage yard for the project.
- Two-month term with three potential monthly extensions (\$3,000/month).
- Property to be restored after use.

