WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, October 28, 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: Mayor Karen Lang

4. Approval of Minutes:

   A. October 14, 2025

5. Awards, Ceremonies and Proclamations:

   A. A Proclamation Declaring November 1, 2025 as "Extra Mile Day" in West Valley City

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

West Valley City does not discriminate based on race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you would like to attend this public meeting and, due to a disability, need assistance in understanding or participating, please notify the City Recorder, Nichole Camac, eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required.

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. 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. Public Hearings:

   A. Accept Public Input Regarding the Acceptance of a Grant Offered by the Utah Commission on Criminal and Juvenile Justice to the West Valley CIty Police Department

      Action: Consider Resolution 25-150, Authorize the West Valley City Police Department to Accept Justice Assistance Grant Funding

   B. Accept Public Input Regarding Application SA-5-2025, Filed by West Valley Land Holding, LLC, Requesting an Amendment of Lots 2 and 4 of the West Valley Land Holding Subdivision and Vacating a Portion of Constitution Boulevard

      Action: Consider Ordinance 25-30, Approve the Amendment of Lots 2 and 3 of the West Valley Holding Subdivision and Vacating a Portion of Constitututution Boulevard

8. Ordinances:

A. 25-31: Approve the Amendment of Lots 33-44 and a Portion of Lot 45 of the Lehman Subdivision. Said Amendment will Include the Vacation of a 5-foot Public Utility Easement Across the Southern Portion of Said Lots

9. Resolutions:

A. 25-151: Authorize the Execution of a Professional Services Agreement with Houseal Lavigne Associates, LLC

B. 25-152: Approve an Executive Order to Amend the Personnel and Policies and Procedures Manual

C. 25-153: Approve the Purchase of Personal Protective Equipment from Firefighter Supply Co.

D. 25-154: Approve a Sponsorship Agreement with the Integrity Foundation to Provide Funding for New Playground Equipment at Parkway Park

E. 25-155: Approve the Purchase of Playground Equipment and Related Services from Big T Recreation

F. 25-156: Approve a Lease Agreement and a Purchase and Sale Agreement Between the City and the Church of Jesus Christ of Latter-Day Saints for Property Located at 3150 West Whitehall Drive

G. 25-157: Approve a Lease Agreement and a Purchase and Sale Agreement Between the City and the Church of Jesus Christ of Latter-Day Saints for Property Located at 3900 South 4000 West

H. 25-158: Approve a Lease Agreement and a Purchase and Sale Agreement Between the City and the Church of Jesus Christ of Latter-Day Saints for Property Located at 3274 Hillsdale Drive

I. 25-159: Authorize the Execution of an Addendum to a Community Initiative Cooperation Agreement with the Church of Jesus Christ of Latter-Day Saints

10. Consent Agenda:

A. Reso 25-160: Authorize the City to Accept a Warranty Deed from the Redevelopment Agency of West Valley City

B. Reso 25-161: Ratify the City Manager's Reappointment of Brian Blank, Pamela Bryson, Tiffinie Dalton, and Karen Lang as Members of the West Valley City Clean and Beautiful Committee

C. Reso 25-162: Nominate Karen Lang and Cindy Wood for Appointment to the Jordan Valley Water Conservancy District Board of Trustees

11. Motion for Closed Session (if necessary)

12. Adjourn

WEST VALLEY CITY

City Council Regular Meeting Minutes
October 14, 2025

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, OCTOBER 14, 2025 AT 6:30 P.M. AT WEST VALLEY CITY HALL, COUNCIL CHAMBERS, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH.

THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Cindy Wood, Councilmember District 4

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Jerry Thompson, Acting CED Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Craig Thomas, Community and Culture Director
Paula Melgar, HR Director
Tumi Young, Chief Code Enforcement Officer
Harold Moleni, Administrative Analyst
Ken Cushing, IT

OPENING CEREMONY- COUNCILMEMBER WOOD

Councilmember Wood reminded attendees that over 100 ballots were mailed to registered voters in Salt Lake County, with three specific ballots going to West Valley City residents. She noted that unregistered residents have until October 24th to register and encouraged all residents to participate in the 2025 municipal election.

Councilmember Wood asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD SEPTEMBER 23, 2025

The Council considered the Minutes of the Regular Meeting held September 23, 2025. There were no changes, corrections or deletions.

Councilmember Harmon moved to approve the Minutes of the Regular Meeting held September 23, 2025. Councilmember Huynh seconded the motion.

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

AWARDS, CEREMONIES, AND PROCLAMATIONS

A. **A PROCLAMATION RECOGNIZING THE MONTH OF OCTOBER 2025 AS NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH**

Councilmember Christensen read a proclamation recognizing the month of October 2025 as National Domestic Violence Awareness Month. The Mayor and City Council presented the West Valley City Victims Advocates and South Valley Services the Proclamation.

PUBLIC COMMENT PERIOD

Jacob Foster expressed concern about the potential sale of The Ridge to a developer. He highlighted the course's value as a public space with scenic views, its role in attracting visitors for tournaments, and its opportunities for young people to try new activities, build friendships, and grow. He emphasized that golf is a growing sport and stated that selling The Ridge would be a significant loss.

Tom Given, a long-time resident, praised West Valley City's development, amenities, and planning. He highlighted the successful history and management of local golf courses, including Stonebridge and The Ridge, noting their popularity, well-maintained facilities, and high community usage. He expressed concern over discussions to sell The Ridge and urged the Council not to consider its elimination as a potential revenue source.

Jeff Gryuti, a lifelong Granger resident and military veteran, emphasized the importance of preserving local golf courses, particularly The Ridge. He noted their role in teaching life lessons to youth, hosting community events beyond golf, and attracting golfers from across the valley. He cautioned against selling the course for redevelopment, citing potential traffic and infrastructure

impacts, and urged the Council to carefully consider the community's attachment and the broader benefits of maintaining the facility.

August Koenig, a nearby resident, highlighted The Ridge's value as a community resource. He noted its Veterans League as the only such program in the valley, providing a safe space and support network for veterans. He also emphasized the course's role in youth development, including junior PGA programs and local high school golf, and urged the Council to consider these benefits before any decisions about the course's future.

Jim Wadsworth, a longtime West Valley City resident and former Westridge Golf Course employee, spoke about the community value of local golf courses. He emphasized their historical significance, contributions to the city's reputation, and the importance of preserving green spaces. He cautioned against selling courses like The Ridge for short-term revenue, noting that such spaces, once lost, cannot be replaced.

Jim Vesock announced that the Clean and Beautiful and Healthy West Valley Fall Festival will be held on Saturday at Roots Charter School. He also recognized Spanish Heritage Month, noting his participation in a Salt Lake County event honoring local Spanish community leaders and expressed appreciation for the contributions of the Spanish community in West Valley City.

Brett McCleary thanked the Mayor and City Council for the opportunity to speak and shared the personal and family value of The Ridge. He emphasized that the golf course provides life lessons, family bonding, and skill development for youth. He praised the staff and the role of the course in fostering community engagement and recreation, and urged the Council to preserve it as a valuable community asset.

Mike Markham expressed frustration about a property in his neighborhood displaying a wrecked, covered car in the front yard, alongside non-running and new vehicles. He questioned the city's allowance of front-yard vehicle covers, highlighted safety and aesthetic concerns, and shared personal impacts on his perception of the neighborhood.

Steve Beck shared his experiences golfing at The Ridge with visitors from across the U.S. and Canada, highlighting its scenic views and reputation as a "gem" of West Valley City. He emphasized the course's role in improving the city's perception externally and encouraged the Council to preserve it as green space, noting that even non-golfers benefit from its open vistas and community value.

Cindy Garcia shared that she and her family moved near The Ridge 18 years ago because of its beauty, recreational opportunities, and open spaces. She expressed that she would be very sad to see the golf course replaced with homes and hopes it is preserved.

Jeff Worthington, president of the Utah AFL-CIO representing 45,000 workers, spoke in support of preserving The Ridge. He highlighted its use for union golf tournaments, its value as a lifelong sport, and its role in teaching integrity and providing networking opportunities. He emphasized the economic benefits, noting that greens fees generate revenue for the city, and cautioned that selling the property would benefit only one party while penalizing constituents. He urged the Council to maintain the golf course as green space for the community.

Ted Dangerfield, a lifelong West Valley City resident, spoke in support of preserving The Ridge. He emphasized traffic and infrastructure concerns, noting that nearby roads are already congested. He suggested that maintaining the golf course as green space benefits all residents, providing scenic views and recreational value, and cautioned against replacing it with additional housing without careful consideration of community impacts.

COUNCIL COMMENTS

Councilmember Huynh expressed appreciation to the residents attending the meeting, acknowledging their engagement in city matters. He reflected on his 14 years of service and past community discussions, such as a controversial chicken ordinance, emphasizing the council's responsibility to represent all 145,000 residents of West Valley City and not just the few who attend City Council meetings. Councilmember Huynh highlighted the need to balance competing interests—whether small groups advocating for specific issues or broader community needs—and stressed that city decisions must consider the greater good. He conveyed that the council strives to make fair and equitable decisions that benefit all residents and acknowledged that deliberations about selling or repurposing city assets, while sometimes controversial, are aimed at uplifting and improving the city as a whole.

Councilmember Christensen noted that due to time constraints, only a limited number of residents were able to speak during the meeting. Drawing on his background as a teacher, he engaged the audience by asking for a show of hands to gauge support for the Ridge, acknowledging that nearly all in attendance were in favor.
Councilmember Nordfelt emphasized that while a council member may speak using "we," they do not represent the views of the entire council. He personally expressed his support for the community's position and stated his hope that the Ridge could be preserved.

Councilmember Harmon shared that he recently returned from a golf trip in St. George with lifelong friends who frequently play at the Ridge. He highlighted the difficulty of getting tee times and connected that to the importance of keeping the golf course open. Councilmember Harmon stressed that as council members, they have a duty to consider all options, including potentially selling the Ridge, but clarified that no decisions have been made. He expressed his personal hope that the golf course will remain, despite having a different perspective 60 days again, drawing a parallel to the

idea of not selling city parks for housing. Harmon concluded by asking the community to trust the council to make the best decisions for West Valley City.

Councilmember Whetstone expressed appreciation for the comments shared by the community. While noting a lighthearted disagreement about golf being a non-violent sport, he emphasized the importance of open green spaces in a nearly built-out city like West Valley. He acknowledged that such spaces are extremely valuable amid urban development. Councilmember Whetstone also agreed with Councilmember Harmon that the council has a responsibility to consider all options, including financial implications, especially in light of rising costs and recent tax increases. He concluded by thanking residents for their insights, noting that their input has been eye-opening.

Councilmember Wood shared a personal anecdote about learning golf after graduating from the University of Utah, highlighting a humorous misunderstanding about 9- and 18-hole scores. She expressed gratitude to residents, particularly from District 4 where the golf course is located, for their emails, texts, and calls, acknowledging their passion for West Valley City. Councilmember Wood emphasized the importance of green spaces, family activities, and business opportunities, while noting that residents' voices are the highest priority. She also echoed fellow councilmembers Harmon and Whetstone, stating that the council must still consider all options for city matters, and thanked residents for attending and speaking publicly.

Mayor Lang clarified that, so far, the City Council has only requested an evaluation regarding the Ridge golf course. No decisions have been made, no backdoor discussions have occurred, and nothing has been formally approached. While she personally enjoys golf, she emphasized the council's responsibility to all city residents to act in their best interest. Mayor Lang assured that any future actions would involve public hearings that are properly noticed, keeping residents informed throughout the process.

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2025-2026 BUDGET**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled October 14, 2025 in order for the City Council to hear and consider public comments regarding the Adoption of an Impact Fee Facilities Plan and an Impact Fee Analysis and an Amendment to the Impact Fees Imposed by the City.

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

> State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City of West Valley to amend its budget during the year. The West Valley City holds public hearings on budget amendments on a quarterly basis each fiscal year.

Mayor Lang opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE 25-28, AMEND THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

The City Council previously held a public hearing regarding Ordinance 25-28 that would amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Whetstone moved to approve Ordinance 25-28.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

B. **ACCEPT PUBLIC INPUT REGARDING A CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled October 14, 2025 in order for the City Council to hear and consider public comments regarding a consolidated annual performance and evaluation report.

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

Each year West Valley City receives grant funds from the U.S. Department of Housing and Urban Development (HUD) through the CDBG program. HUD requires

that each CDBG grantee to submit a yearly Consolidated Annual Performance Evaluation Report. This report summarizes the activities and progress made during fiscal year 2024-2025 that have been funded by the city's CDBG program.

We have created the Consolidated Annual Performance Evaluation Report and budget that meets the federal guidelines for this report. The city has made its CAPER available for public review and a public hearing will be held on October 14, 2025, at 6:30 p.m. in the West Valley City Council Chambers, to allow for public comment.

HUD requires entitlement communities receiving CDBG funds to annually review and publicly report on the progress made in carrying out its Annual Action Plan. Submission of the CAPER is the reporting tool HUD requires to meet this obligation. As required by HUD regulations and the Citizen Participation Plan (CPP), staff obtained citizen participation for the CAPER by publishing a public hearing notice inviting the public to provide input. The CPP is required by HUD for jurisdictions receiving CDBG funds to solicit and obtain input primarily from low- to moderate-income residents. Staff published a public hearing notice Saturday, September 6, 2025, in The Salt Lake Tribune. The notice stated citizens' comments may be submitted in writing until 5:00 p.m., Tuesday, October 14, 2025. No comments were received as of the writing of this staff report. In summary, the CAPER reflects that the City is making progress to expend its CDBG funds in a timely manner and in meeting the program's primary objectives.

Mayor Lang opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Lang closed the Public Hearing.

ACTION: RESOLUTION 25-140, APPROVE A CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

The City Council previously held a public hearing regarding Resolution 25-140 that would approve a Consolidated Annual Performance and Evaluation Report.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to approve Resolution 25-140.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilmember Wood		Yes
Councilmember Whetstone	Yes	
Councilmember Harmon		Yes
Councilmember Huynh		Yes
Councilmember Christensen	Yes	
Councilmember Nordfelt		Yes
Mayor Lang		Yes

Unanimous.

C. **ACCEPT PUBLIC COMMENT REGARDING APPLICATION Z-6-2025, FILED BY SCOTT BOETTCHER, REQUESTING A ZONE CHANGE FROM A (AGRICULTURE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 7005 GATES AVENUE**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled October 14, 2025 in order for the City Council to hear and consider public comments regarding application Z-6-2025, Filed by Scott Boettcher, Requesting a Zone Change from A (Agriculture) to M (Manufacturing) for Property Located at 7005 Gates Avenue.

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

The applicant has submitted a concept plan and written description for his development proposal for the subject property. If this application is approved, the applicant intends to build an approximately 6,000 square foot metal building to house a welding shop and office to move his existing business, Boettcher & Sons, Inc., from Salt Lake City to the subject property. The proposed use would also include an outside storage yard for metal materials, trailers, and a crane truck.

If this rezone is approved, a conditional use permit will be required for this use given the adjoining residential zoning and use to the south. Some of the ordinance standards that may impact the concept plan include:

- 20-feet of landscaping is required along the front and rear of the property (Section 7-6-302 and 7-6-303).
- A 6’ tall masonry wall is required along the south property line (Section 7-6-303).
- Outside storage areas are required to be screened from public view (Section 7-7-119).
- Employee and customer parking must be provided on-site with 3 parking

spaces for every 1,000 square feet of office and 1 space for every 800 square feet of manufacturing (Section 7-9-104).

- Parking cannot be designed to require vehicles to back onto a street (Section 7-9-106).

Mayor Lang opened the Public Hearing.

Mike Markham expressed his support for improvements to this currently unattractive property.

Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE 25-29, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 7005 WEST GATES AVENUE FROM A (AGRICULTURE) TO M (MANUFACTURING)

The City Council previously held a public hearing regarding Ordinance 25-29 that would amend the Zoning Map to Show a Change of Zone for Property Located at 7005 West Gates Avenue from A (Agriculture) to M (Manufacturing).

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to approve Ordinance 25-29.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

ACTION: RESOLUTION 25-141, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH SCOTT BOETTCHER FOR APPROXIMATELY 7005 WEST GATES AVENUE

Mayor Lang discussed proposed Resolution 25-141 that would authorize the City to Enter Into a Development Agreement with Scott Boettcher for Approximately 7005 West Gates Avenue.

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

Scott Boettcher has submitted a zone change application (Z-6-2025) on 0.71 acres to change the zoning from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The proposed use for the property is a welding shop with associated outside storage.

The proposed development agreement:

1. limits the hours of operation to between 7 AM and 10 PM,
2. requires the installation of off-site improvements along the property's Gates Avenue frontage,
3. requires the inclusion of a covered entry feature on the north side of the proposed building, and
4. limits the allowed uses on the property similar to other development agreements for properties along the south side of Gates Avenue.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to approve Resolution 25-141.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

RESOLUTION 25-142: APPROVE THE PURCHASE OF TWO F-550 CHASSIS FROM KEN GARFF FORD

Mayor Lang presented proposed resolution 25-142 that would approve the Purchase of Two F-550 Chassis from Ken Garff Ford.

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

> The fire department has need to purchase 2 new Ford F550 chassis to mount 2 new ambulances on. The fire department continues to buy Ford chassis from Ken Garff Ford utilizing the reduced cost associated with the Utah state contract. This chassis has been used for more than 10 years for our ambulances and has proved to be reliable and efficient. All our ambulances are mounted upon these Ford chassis.

Number of Vehicles	Type of Vehicle	Cost Per Vehicle
2	Ford F550 chassis	$72,136
	TOTAL	$144,272

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

> Councilmember Whetstone moved to approve Resolution 25-142.
>
> Councilmember Wood seconded the motion.
>
> A roll call vote was taken:
>
> Councilmember Wood Yes
> Councilmember Whetstone Yes
> Councilmember Harmon Yes
> Councilmember Huynh Yes
> Councilmember Christensen Yes
> Councilmember Nordfelt Yes
> Mayor Lang Yes
>
> Unanimous.

RESOLUTION 25-143: AUTHORIZE THE PURCHASE OF TWO AMBULANCES FROM

FRAZIER, LTD.
Mayor Lang presented proposed resolution 25-143 that would authorize the Purchase of Two Ambulances from Frazier, Ltd.

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

> Frazer, Ltd. is a participant in the Houston-Galveston Area Council, an interlocal entity offering purchasing and procurement services to municipalities around the nation. West Valley City is a member of HGAC and is entitled to purchase services at HGAC prices and from HGAC affiliates and members. Since this purchase is in accordance with HGAC procedures, procurement requirements have been satisfied pursuant to Section 5-3-108 of the West Valley City Municipal Code. The price indicated below is a competitive price and the product meets the City's needs.

Number of Vehicles	Type of Vehicle	Cost Per Vehicle
2	Frazer Ambulance	$237,685.00

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to approve Resolution 25-143.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood Yes
Councilmember Whetstone Yes
Councilmember Harmon Yes
Councilmember Huynh Yes
Councilmember Christensen Yes
Councilmember Nordfelt Yes
Mayor Lang Yes

Unanimous.

RESOLUTION 25-144: AUTHORIZE THE PURCHASE OF TWO STRETCHER SYSTEMS AND MAINTENANCE FROM STRYKER MEDICAL
Mayor Lang presented proposed resolution 25-144 that would authorize the Purchase of Two

Stretcher Systems and Maintenance from Stryker Medical

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

> West Valley City Fire Department's current front-line ambulance fleet consists of 14-foot box Frazer units, which have proven effective in meeting operational needs. Maintaining a standardized fleet improves operational consistency, training efficiency, and maintenance processes.
>
> The department also uses Stryker stretchers and power load systems, which enhance patient and provider safety during transport. Currently, a portion of our fleet still uses older, non-matching systems. Acquiring these two new ambulances with associated equipment will complete standardization across all front-line units.

Number of Items	Type of Vehicle	Cost Per item
2	Stryker power stretchers	$31,752.88
2	Stryker power load systems	$29,545.30
2	Service and maintenance agreements	$11,213.28
	TOTAL	$145,022.92

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Huynh moved to approve Resolution 25-144.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

RESOLUTION 25-145: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE GRANITE SCHOOL DISTRICT FOR

SCHOOL RESOURCE OFFICERS
Mayor Lang presented proposed resolution 25-145 that would authorize the Execution of an Interlocal Cooperation Agreement with the Granite School District for School Resource Officers.

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

> Granite School District requests West Valley City Police Department to enter an Interlocal Cooperation Agreement, for the term of five years, to place two School Resource Officers in Granger High School. The officers will be dedicated to the school on a full-time basis. Granite School District will provide payment for services in the amount of $45,000 per year per officer for a total of $90,000.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Christensen moved to approve Resolution 25-145.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

RESOLUTION 25-146: AUTHORIZE THE CITY TO APPROVE A DELAY AGREEMENT WITH IRON WORKERS LOCAL 27 TO DELAY CERTAIN IMPROVEMENTS AT 7022 WEST SR-201 NORTH FRONTAGE ROAD
Mayor Lang presented proposed resolution 25-146 that would authorize the City to Approve a Delay Agreement with Iron Workers Local 27 to Delay Certain Improvements at 7022 West SR-201 North Frontage Road.

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

The Iron Worker Local #27 Minor Subdivision is a 2-lot commercial subdivision with frontage on the SR-201 North Frontage Road near 7022 West. Sidewalk, curb, gutter, and streetlights do not exist in the area. The lack of storm drain infrastructure has resulted in the approval of delay agreements for several parcels within the area.

There is anticipation of a future roadway project along the North Frontage Road that would include a storm drain system and enable the improvements to be constructed. Completing all right-of-way infrastructure along the frontage road at the same time, as part of a larger project, will ensure the improvements are built at the correct location and elevation. The North Frontage Road project will require extensive coordination with UDOT to finalize a design for the road. Due to the risk of constructing improvements in the wrong location, and the lack of a drainage system to accommodate storm water runoff, staff is recommending the approval of a delay agreement.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Wood moved to approve Resolution 25-146.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

RESOLUTION 25-147: APPROVE A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND CLARK CONSTRUCTION & SERVICES, LLC

Mayor Lang presented proposed resolution 25-147 that would approve a Real Estate Purchase and Sale Agreement Between the City and Clark Construction & Services, LLC.

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

West Valley City owns a strip of land located at approximately 6000 West 3500 South. The West Valley City parcel is approximately 16.5 feet wide and runs north approximately 724 feet to the Meadow Breeze and Meadowlands subdivisions. The city property includes a storm drainage which takes storm water from properties south of 3500 South. As part of the sale, the city will retain a Storm Drainage Easement. Clarki Clark Construction & Services, LLC owns property on either side of the West Valley City property and desires to develop those properties and the West Valley City parcel into a subdivision. The sale price of $79,000.00 for the 11,522 square foot parcel (0.264 acre) was based upon an appraisal prepared by Integra Realty Resources.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to approve Resolution 25-147.

Councilmember Wood seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

UNFINISHED BUSINESS

A. **ACCEPT PUBLIC COMMENT REGARDING APPLICATION ZT-5-2025, FILED BY WEST VALLEY CITY, REQUESTING A ZONE TEXT CHANGE TO MODIFY RESIDENTIAL SURFACING STANDARDS AS WELL AS CLARIFY AND CONSOLIDATE THE RESIDENTIAL LANDSCAPE STANDARDS**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled September 9, 2025 in order for the City Council to hear and consider public Comment Regarding Application ZT-5-2025, Filed by West Valley City, Requesting a Zone Text Change to Modify Residential Surfacing Standards As Well As Clarify and Consolidate the Residential Landscape Standards.

This item was continued to the October 14, 2025 Regular Meeting.

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

City staff is proposing an ordinance text change to amend Sections 7-1-103, 7-2-115, 7-6-203, 7-9-114 and 7-11-200P of the zoning ordinance as well as Chapter 24-7 which address standards for residential surfacing and landscaping. This change would consolidate the existing standards, remove duplications or conflicting information as well as provide uniform surfacing standards. These changes are summarized as follows:

7-1-103 DEFINITIONS:

- Remove definition (85) – Decorative Dirt
- Update Landscape definition (149)
- Add new definitions for Xeriscape and Zeroscape
- An update to 24-7-101(4) included in the City Council review.

7-9-114 SURFACING:

- Amend (e.) to increase maximum allowed surfacing to 50% and applying this standard uniformly across all residential lots. Current regulations vary the maximum allowable lot coverage based on location and house type. This variability has led to confusion among property owners and inconsistencies in enforcement.
- Add (f.) to restrict all front yard parking from overlapping more than four feet of the front of the house to replace Section 7-2-115(2).
- Remove conflicting Section 7-11-209(3) - Redundant

LANDSCAPING:

- Keep landscape standards in Section 7-11-205
- Update paragraph 2 of Section 7-11-205 to 25%, remove Decorative Dirt and add Xeriscape and Zeroscape definitions
- Clarify landscaping for existing residential and add Code reference to standards in Section 7-6- 203(2)
- Combine paragraph 5 of Section 7-6-203(5) with paragraph 2
- Remove landscape standards from Section 24-7-103 with reference to Title 7 for City Council review.

Mayor Lang noted that public meeting was previously held on September 9, 2025.

ACTION: ORDINANCE 25-26, AMEND TITLES 7 AND 24 OF THE WEST VALLEY CITY MUNICIPAL CODE TO UPDATE LANDSCAPING REGULATIONS
The City Council previously held a public hearing regarding proposed Ordinance 25-26 that would amend Titles 7 and 24 of the West Valley City Municipal Code to Update Landscaping Regulations.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Huynh moved to approve Ordinance 25-26.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

NEW BUSINESS

A. **RESOLUTION 25-148: ADOPT THE 2025 SALT LAKE COUNTY HAZARD MITIGATION PLAN**
Mayor Lang presented proposed resolution 25-148 that would adopt the 2025 Salt Lake County Hazard Mitigation Plan.

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

> Salt Lake County maintains a multi-jurisdictional hazard mitigation plan to assist emergency response in the event of a variety of potential threats. These threats include both manmade and natural disasters, such as flooding, cyberattack, and earthquakes. The hazard mitigation plan is regularly

updated to address the changing nature of these threats.

The City has previously approved the jurisdictional annex to the Hazard Mitigation Plan. The annex included information specific to West Valley City. As part of the state and federal disaster funding process, the City is also required to offer approval to the overall Hazard Mitigation Plan. The Plan is ready to be approved by participating municipalities across Salt Lake County. As the information within the plan is updated, further approvals will not be required, but the next comprehensive update will require approval. That will occur during or before 2030.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Nordfelt moved to approve Resolution 25-148.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

B. **RESOLUTION 25-149: AUTHORIZE THE EXECUTION OF A BLOOD PRODUCTS AGREEMENT WITH IHC HEALTH SERVICES, INC. FOR THE ADMINISTRATION OF PRE-HOSPITAL BLOOD PRODUCTS**

Mayor Lang presented proposed resolution 25-149 that would authorize the Execution of a Blood Products Agreement with IHC Health Services, Inc. for the Administration of Pre-Hospital Blood Products.

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

In certain patients suffering acute blood loss, the timely replacement of blood by transfusion is critical to reduce the risk of death and disability. Recent research has demonstrated that the prompt initiation of blood transfusion in the field and during transport reduces the risk of death and reduces the amount of blood needed by patients, improving both patient outcomes and the medical system's ability to serve as many patients as possible with available blood. Whole blood provides better outcomes for patients in hemorrhagic shock than crystalloid or other fluids currently available.

Intermountain Health Care has agreed to partner with the City to make blood available for prehospital transfusion. Patients receiving blood would almost always be transported to an Intermountain facility for acute trauma care and definitive treatment. IHC has agreed to provide the blood at no cost to the City.

This partnership between IHC and the City would make the West Valley City Fire Department the first EMS provider in Utah to offer whole blood products. There are several large agencies across the United States offering pre-hospital blood and these agencies have demonstrated improved patient outcomes for patients suffering hemorrhagic shock. Our paramedics have been training extensively to administer blood and upon approval of this agreement, blood will promptly be made available for use in the field.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Whetstone moved to approve Resolution 25-149.

Councilmember Wood seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

MOTION TO ADJOURN
Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, OCTOBER 14, 2025 WAS ADJOURNED AT 7:36 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, October 14, 2025.

_____
Nichole Camac, MMC
City Recorder

DRAFT

Proclamation

A PROCLAMATION DECLARING NOVEMBER 1, 2025 AS "EXTRA MILE DAY" IN WEST VALLEY CITY.

WHEREAS, *West Valley City is a community which acknowledges that a special vibrancy exists with the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and*

WHEREAS, *West Valley City is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends and community; and*

WHEREAS, *West Valley City is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and*

WHEREAS, *West Valley City acknowledges the mission of the Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2025.*

NOW, THEREFORE, *we, the Mayor and City Council of West Valley City, do hereby proclaim* ***November 1, 2025 to be Extra Mile Day****. We urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those around who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.*

DATED this 28th day of October, 2025.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

West Valley City Issue Paper

City Council Review

Description: Cops and Cleats Grant Funding

Fiscal Impact: $ 15,000.00

Funding Source: Utah Commission on Criminal and Juvenile Justice- JAG 2023

Account #:

Budget Opening Required: ☐

Issue:

Authorize the Police Department to accept a state grant from the Utah Commission on Criminal & Juvenile Justice to assist in funding the West Valley City Police Department•s Cops & Cleats program through the Community Oriented Policing Unit. The grant amount is $15,000.

Summary:

The Utah Commission on Criminal & Juvenile Justice (CCJJ) provides state grant funding to law enforcement agencies to support community-based crime prevention and intervention initiatives. The West Valley City Police Department has successfully utilized this grant funding for several years to operate the Cops & Cleats program, a proactive outreach effort under the Community Oriented Policing Unit. This program builds positive relationships between officers and youth through sports, mentorship, and community engagement activities, helping to strengthen trust and reduce juvenile delinquency. The current award amount is $15,000 for FY25…26.

Background:

The West Valley City Police Department is committed to advancing community policing strategies that build trust, promote public safety, and reduce juvenile involvement in crime. Through continued support from the Utah Commission on Criminal & Juvenile Justice, the Department has been able to sustain the Cops & Cleats program for several years. This initiative provides local youth with opportunities to interact with police officers in positive environments, develop teamwork and leadership skills, and participate in constructive recreational activities. The program has proven effective in fostering strong relationships between the police department and the community, while addressing the root causes of juvenile crime through engagement, mentorship, and prevention.

Recommendation:

Approve the grant funding offered by the Utah Commission on Criminal & Juvenile Justice to the West Valley City Police Department as a subrecipient and accept the associated $15,000 state grant in effect from July 1, 2025 through June 30, 2026.

Department: Police Department
Submitted By: Colleen Jacobs- Police Chief
Date Submitted: 10/01/2025

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE WEST VALLEY CITY POLICE DEPARTMENT TO ACCEPT JUSTICE ASSISTANCE GRANT FUNDING.

WHEREAS, West Valley City desires to apply for and accept a Justice Assistance Grant ("JAG"); and

WHEREAS, a public hearing to consider the proposed grant application and receive public comment concerning the proposal was held on October 28, 2025; and

WHEREAS, the City Council does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize and support the City's grant application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is authorized to apply for the JAG in accordance with the terms set forth by the attached application and program regulations and that the Mayor and City Manager are authorized to execute any documents which may be necessary to apply for or accept said funding.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Application Cover Page

State of Utah

UTAH COMMISSION ON CRIMINAL & JUVENILE JUSTICE

Utah State Capitol Complex x.
East Office Building, Suite E330
Salt Lake City, Utah 84114-2330
Ph: (801) 538-1031
Fax: (801) 538-1024

JAG – Justice Assistance Grant CCJJ Grant # **23A-**

iii. This sub-award is funded by the 2023 Utah JAG Award #	**15PBJA-23-GG-03036-JAGX**	xi. CFDA #	**16.738**
iv. Federal Award Date (start/end)	**10/01/2022 – 9/30/2026**	viii. Federal Award Amount	**$1,962,055**
ix. Date Entered in FFATA sub-awards of $30k or more only)			
xii. Does subaward project fund Research and Development? (Yes /No)	**No**		

i. **1.** Your Agency Name and Address:

West Valley City Police Department
3577 S Market St
West Valley City, UT 84119

2. Agency Contact (Grant Project Director):	**Robert Brinton**
3. Phone Number:	**801-965-7043**
4. E-mail Address:	**Robert.brinton@wvc-ut.gov**
v. **5.** Grant Start Date and End Date:	**9/1/2025 to 8/31/2026**
6. Federal Tax Identification Number (87-?????):	**87-0362455**
ii. **7.** Provide your Agency **UEI - (Unique Entity Identifier) #** here:	**QKQ9KAMFDS31**

8. INDIRECT COSTS - More information on indirect costs can be found page 10 (condition # 28) of this application.

Please CHECK only ONE: a) _X_ NO, We waive indirect costs**; b)** ___ YES, MTDC Rate (___%)**; c)** ___ YES, Request 10% minimum

xiii. If you selected **b** or **c** in box **8** (above), then please provide your agency federally approved indirect cost here:	**N/A**

9. Application Budget Summary: *Note: This grant will have a budget amendment each fiscal year for the 12-month agreement. The following budget is for Federal Fiscal Year 2023.

Personnel:	**$0.00**
Fringe Benefits:	**$0.00**
Equipment, Supplies and Operating (ESO):	**$6,000.00**
Contract Services:	**$9,000.00**
Travel and Training:	**$0.00**
Indirect Costs:	**$0.00**
vi and vii Column Totals**:**	

Signature in line 11 indicates acceptance of the application narrative, budget, certified assurances, and grant conditions.

10. *Print Name and Title of Official Authorized to Sign	**11.** *Signature of Official Authorized to Sign *(Official authorized to sign includes: City/County Mayor, Manager or Commissioner.*
Karen Lang, Mayor	

For CCJJ use ONLY

Tom Ross, Executive Director of CCJJ	

I. Application Narrative & Scope of Work (SOW)

Please address each of the following bullet points in your application (limit to no more than 8 pages):

- **Strategy to Address the Problem (Project Deliverables):** How will you use funding from this grant to address the problem(s) you have identified?

Program Narrative

The West Valley City Police Department proposes to continue the "Cops and Cleats" program, a community-policing initiative designed to strengthen trust, improve youth outcomes, and reduce negative perceptions of law enforcement.

Problem Statement: West Valley City experiences higher-than-average crime rates, leading to frequent interactions between families and law enforcement during stressful events. These encounters often reinforce negative perceptions of police and deepen cultural divides. Youth from diverse racial, ethnic, and economic backgrounds also lack access to affordable, structured extracurricular programs, particularly during the summer, increasing risks of disengagement and negative behavioral outcomes.

Proposed Solution: Cops and Cleats provides structured sports-based events and clinics where youth engage with officers in positive, team-oriented environments. Local trainers, including former professional athletes, deliver high-quality instruction while officers build mentorship relationships with participants. The program promotes teamwork, confidence, and social-emotional skills, while fostering positive perceptions of law enforcement. Outreach targets diverse populations through social media, Spanish-language media, and community partnerships. This approach blends prevention and intervention by offering constructive alternatives to idle or risky behaviors.

Evaluation: Program outcomes will be measured through participation rosters, social media engagement, exit surveys, and event documentation (photos, video, media coverage). Success will be demonstrated by participation numbers, reported improvements in perceptions of law enforcement, and measurable gains in teamwork and confidence among youth. Feedback from participants and partners will guide continuous program improvement.

II. Performance Measures

Goals, Objectives and Performance Measures:

Our objectives and measures are documented in the treatment plan by using some of our goals below:

Goal 1: Strengthen trust and positive relationships between youth, law enforcement, and the community.
- Objective 1A: Host at least 3 Cops and Cleats events during the grant period with a minimum of 150 youth per event.
- Objective 1B: Achieve 80% of surveyed participants reporting improved perceptions of law enforcement.

Goal 2: Expand access to safe, structured extracurricular opportunities for at-risk and diverse youth.
- Objective 2A: Provide professional-level athletic training to at least 450 youth participants.
- Objective 2B: Distribute 500 program-branded t-shirts to reinforce participation and visibility.
- Objective 2C: Ensure 70% of surveyed participants report improvements in teamwork, confidence, and social-emotional skills.

Goal 3: Increase community engagement and visibility of positive law enforcement initiatives.
- Objective 3A: Reach at least 5,000 community members through targeted outreach via social media, Spanish-language media, and community partners.
- Objective 3B: Formalize partnerships with a minimum of 3 local organizations (schools, fitness centers, youth programs).
- Objective 3C: Achieve a 15% increase in youth enrollment in school or community sports programs, as verified through partner reporting.

III. Budget Tables & Narrative

Complete the Budget Tables page by including cost and quantity of items to be purchased. Within each budget category, you must provide a brief narrative description of the items and explain how they will benefit your grant project.

PERSONNEL

Any employee to be paid from this grant must be a new hire for your organization and add to the total number of employees for your organization. Hiring a new employee with RSAT funding and then reducing your staff as a result of the RSAT paid position is not allowable. *Salaries may not exceed those normally paid* for comparable positions in the unit of government associated with the project. The hourly rate for personnel salaries can be determined on the basis of 8 hours per day, 40 hours per week, 173.33 hours per month, or 2,088 hours per year. Paid vacation and sick leave are allowable expenditures, but *must not exceed the time that is normally allowed by the unit of government* associated with the project. All leave earned must be used or paid during the period of the grant.

– Attach additional pages for personnel information if needed:

Name	Title	FTE/PTE	# Hours	Hourly Rate	Total Salary
NA					
				Salary Subtotal	**$0.00**

EMPLOYER'S SHARE OF FRINGE BENEFITS

Fringe benefits are to be based on the employer's share only. Enter the percentage of monthly rate for each fringe benefit, the total wage amount, the number of months, if applicable, and the total amount of the employer's share of benefits. Fringe benefit base wage amounts for part-time employees must be prorated according to the percentage of total time spent with each employer. "FICA," "Pension," "Health Insurance," "Workers Compensation," and "Unemployment Compensation" are matters that should be reviewed by the applicant's fiscal or personnel officer before completing this part of the application.

Fringe Benefits	% or Monthly Rate	Eligible Wage Amount or Number of Months	Total Fringe Benefits
NA			

		Fringe Subtotal	**$0.00**

Personnel Narrative: N/A

PERSONNEL SALARIES AND FRINGE BENEFITS	
Total Personnel Costs	**$0.00**

CONTRACT SERVICES

Persons with specialized skills who are not on the payroll are considered consultants. **When a consultant is known, a resume listing the consultant's qualifications and contract must accompany the application.** However, if the position is vacant and the project receives funding, this information must be forwarded to the Commission when a contract with the consultant is signed. All procurement transactions, whether negotiated or competitively bid without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Describe the procedure to be used in acquiring the consultant (i.e., small purchase procedures, competitively sealed bids, non-competitive negotiation, etc.). **Fee justification must be provided in the budget narrative. Any contract services requests that exceed $250,000 will require additional federal approval before CCJJ can approve this grant award. Also be sure to provide CCJJ with copies of your executed contract for any contract service paid with this funding. Any single item costing $500,000 or more must receive prior federal written approval.**

Contractor Name	Services to be Provided	# of Hours	Hourly Rate	Total Cost
Varies / Local Training Companies	Athletic Training/clinics/special skills	NA	Flat	$9,000.00

Contract Narrative: We will use local sports training companies to provide instructions to the attendees. Most of the trainers are former professional athletes and many are from surrounding areas and attended local high schools and colleges. While we have negotiated a discount, there is still a fee associated with providing instruction and equipment for the Cops and Cleats events. We will host a minimum of 3 events at $3000 per event.

CONTRACT SERVICES	
Total Contract Costs	**$9,000.00**

EQUIPMENT

Equipment is tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A recipient may use its own definition of equipment provided that such definition would

at least include all equipment defined above. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide a maximum open and free competition. A competitive sealed bid process must be conducted. Sole source contracts must be approved by the Commission prior to being awarded. **Unmanned Aerial Vehicles (UAV's) cannot be purchased with CESF funding. Any single item costing $500,000 or more must receive prior federal written approval.**

Equipment Narrative: N/A

EQUIPMENT	
Total Equipment Costs	**$0.00**

SUPPLIES AND OPERATION

Supplies include general office supplies, cleaning, maintenance costs, training materials, books and subscriptions, research forms, postage stamps, operating expenses, and other expendable materials for the life of the project. All supply purchases covered by this grant must be necessary for the project to achieve its goals and objectives. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide a maximum open and free competition. Purchases between $1,000 and $5,000: Quotes should be obtained (by phone, fax or letter) from at least two vendors. Awards must be made to vendor submitting the lowest quote meeting the minimum specifications and required delivery date. Purchases exceeding $5,000: A competitive sealed bid process must be conducted. Sole source contracts must be approved by the Commission prior to being awarded. **Unmanned Aerial Vehicles (UAV's) cannot be purchased with CESF funding. Any single item costing $500,000 or more must receive prior federal written approval.**

Supplies and Operation Narrative: The attendees will be supplied with a t-shirt and other expendable items for the event. We also use traditional advertising and social media to increase participation. A minimum of 3 events at $1500 for t-shirts per event and $500 for advertising per event. It's estimated we will purchase 230 shirts at a cost of $6.50 per shirt. Equalling $1495.

SUPPLIES AND OPERATION	
Total Supplies and Operation Costs	**$6,000.00**

TRAVEL AND TRAINING

Briefly describe the Travel/Training costs you will pay for with JAG funds. Include your travel destination, travel purpose, cost of lodging, per diem, ground transport, airfare, etc. Travel costs (including per diem) must follow state of Utah rates unless your agency travel rates are more restrictive. See State of Utah Travel Rates: https://fleet.utah.gov/state-travel-a/

Travel and Training Narrative: N/A

TRAVEL AND TRAINING	
Total Travel and Training Costs	**$0.00**

TOTAL GRANT BUDGET	**$15,000.00**

IV. GRANT ASSURANCES, CONDITIONS, CERTIFICATIONS AND REQUIREMENTS

FFY 2023

Utah Commission on Criminal and Juvenile Justice (CCJJ) Administered Federal Awards

Revised – January 2025

CERTIFIED ASSURANCES AND GRANT CONDITIONS

1. The applicant assures that grant funds awarded under CCJJ administered federal funds authorized by Congress and administered by the U.S. Department of Justice - Bureau of Justice Assistance (BJA), **will not supplant State or local funds.** Federal funds must be used to supplement existing funds for program activities and not replace those funds that have been appropriated for the same purpose.

2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Commission on Criminal and Juvenile Justice (CCJJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of federal funds received from CCJJ. Additionally, the applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as CCJJ may require. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation for the subgrantee.

3. The applicant assures that it will comply with State of Utah travel rates and policies unless the grantee's home agency rates are more restrictive. Furthermore, the applicant assures that it will have and comply with written policies regarding personnel, purchasing supplies and equipment, contractual agreements, etc. If the grantee is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds.* If the applicant does not currently have written policies or a fiduciary agent the general policies adopted by the State of Utah - Department of Finance must be complied with in expending grant funds.

See State of Utah Travel Rates: https://finance.utah.gov/wp-content/uploads/findit-FY23.pdf

The only exception to this policy is **personnel expenditures when the applicant agency is acting as a fiduciary in a single grant serving two or more independent agencies. According to the Fair Labor Standards Act, personnel costs including **overtime** must be paid according to each individual agency's personnel policies.*

4. The applicant certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all provisions of the **JAG** grant program and all other applicable Federal laws, regulations, and guidelines.

5. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Violence Against Women Reauthorization Act of 2013; the Department of Justice Nondiscriminating Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60. 1 et. seq., as applicable to construction contracts.

6. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of actual or perceived race, color, sex, pregnancy, childbirth, or pregnancy-related conditions, age, religion, national origin, disability, sexual orientation or gender identity against a recipient of funds, the recipient will forward a copy of the findings to the CCJJ.

7. Subgrantees should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory for Recipients of Financial Assistance from the

U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis
of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs).

8. The applicant assures that it will comply with the provision of 28 CFR applicable to grants and cooperative agreements, including Part 200 of Title 2 Grants and Agreements, Office of Management and Budget Guidance for Grants and Agreements, Uniform Administrative Requirements, cost principles, and audit requirements for federal awards - http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/ Title02/2cfr200_main_02.tpl; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies (For more information on 28 CFR Part 23 - https://www.govinfo.gov/app/details/CFR-2012-title28-vol1/CFR-2012-title28-vol1-part30/context; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63 Flood plan Management and Wetland Protection Procedures.

9. No subgrantee, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

10. The subgrantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has – (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by – mail: Office of the Inspector General, U.S. Department of Justice Investigations Division, 950 Pennsylvania Avenue, N.W., Washington, DC 20530; e-mail: oig.hotline@usdoj.gov; hotline: (contact information in English and Spanish): (800)869-4499; or hotline fax: (202) 616-9881. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

11. The subgrantee agrees to comply with applicable requirements regarding registration with the System for Award management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The subgrantee also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Unique Entity Identifier number. The details of recipient obligations are posted on the Office of Justice Programs website at https://www.ojp.gov/funding/explore/sam (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

12. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appear in the DOJ Grants Financial Guide (currently as section 3.10 of "Postaward Requirements" in the 2022 DOJ Grants Financial Guide.

13. The subgrantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer

network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

14. The applicant assures that it will comply with the provisions of 23 USC sections 402, 403 and 29 USC section 668 wherein any recipient agency of Federal contracts, subcontracts, and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for their employees, contractors, and subrecipients when operating company-owned, rented, or personally owned vehicles.

16. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed Reg. 51225 (October 1, 2009), the Department of Justice encourages sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17. Legal Services for Aliens

Except as indicated in the following sentence, costs of providing legal services (that is, professional services of the kind lawfully provided only by individuals licensed to practice law) to any removable alien (see 8 U.S.C. § 1229a(e)(2)) or any alien otherwise unlawfully present in the United States are disallowed and may not be charged against the award.

Costs for legal services disallowed under the preceding sentence do not include costs for legal services— (1) to obtain protection orders for victims of crime (including associated or related orders (e.g., custody orders), arising from the victimization); (2) that are associated with or relate to actions under 18 U.S.C. ch. 77 (peonage, slavery, and trafficking in persons); (3) to obtain T-visas, U-visas, or "continued presence" immigration status (see, e.g., 8 U.S.C. § 1101(a)(15)(T) & (U); 22 U.S.C. § 7105(c)(3)(A)); or (4) as to which such disallowance would contravene any express requirement of any law, or of any judicial ruling, governing or applicable to the award. DOJ Financial Guide, 3.13. Unallowable Costs.

STANDARD ASSURANCES (Federal)

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and

nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self- Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact)

in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

GRANT CONDITIONS

1. COMPENSATION AND METHOD OF PAYMENT

The Utah Commission on Criminal and Juvenile Justice (CCJJ) will **reimburse** the subgrantee for the federal share of approved program expenditures on a monthly or quarterly basis as financial status reports are submitted and approved up to the amount of approved federal expenditures.

2. REPORTS

The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as CCJJ may reasonably require, including at least quarterly Financial Status Reports (FSR's), Narrative Progress Reports, and quarterly Performance Measure data. Performance Measures are mandatory and will be provided to the subgrantee by CCJJ. All reports are to be submitted to CCJJ no more than 25 days following the end of each calendar quarter. Subgrantees will have up to 90 days past the closing date of their grant award to submit a final FSR.

3. AUDIT REPORTS

Subgrantees are to have annual examinations in the form of audits. These audits will be **submitted to CCJJ with any Management Letters no less than one month after completion** of the audit. Local governments have **180 days** after the end of their fiscal year to complete their audits while all other subgrantees have **nine months** to complete their audit. The audits must conform with 2 CFR part 200, subpart F, and **contain grant information in the Schedule of Federal Financial Assistance**. During the audit process, either the subgrantee or the auditor will **send CCJJ a verification letter to confirm grant payments**.

4. UTILIZATION AND PAYMENT OF FUNDS

Funds awarded are to be expended only for purposes and activities covered by subgrantee's approved project activities and budget. Project funds will be made available in accordance with provisions as prescribed by CCJJ. The subgrantee agrees to return to the CCJJ all unexpended Federal funds provided hereunder to the CCJJ within 60 days of termination of the subgrant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audit.

5. OBLIGATION OF GRANT FUNDS

Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

6. CONSULTANT RATE

Approval of a subgrantee award does not indicate approval of any consultant rate in excess of **$650 per day**. A detailed justification must be submitted to and approved by CCJJ prior to obligation or expenditure of such funds.

7. EXPENSES NOT ALLOWABLE

Project funds may not be expended for: **(a) items not part of the approved budget** or separately approved by CCJJ; (b) the purchase of land; or (c) construction projects. **If the proposed cumulative change is greater than 10% of the total award amount, this will be permitted only with CCJJ's prior written approval.**

8. TERMINATION OF AID

If through any cause the subgrantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the subgrant agreement, or substantially fails to comply with the Violent Crime Control and Law Enforcement Act of 1994 and any regulations promulgated under these laws, as determined by

the CCJJ, then the CCJJ shall have the right to terminate the subgrant agreement or to suspend fund payments by giving written notice to the subgrantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action. In such event, all finished and unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by or on behalf of the subgrantee under the subgrant agreement shall at the option of the CCJJ, become its property, and the subgrantee shall be entitled to receive just and equitable reimbursement of any work satisfactorily completed under the subgrant agreement.

9. INSPECTION AND AUDIT

CCJJ, the Department of Justice, and the Comptroller General of the United States, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee, and to relevant books and records of subgrantees and contractors as provided for in P.L. 90-351 as amended, P.L. 99-570, and the Office of Justice Programs' "Financial Guide@. The 2022 DOJ Grants Financial Guide is available in print or through the internet at: https://www.ojp.gov/doj-financial-guide-2022

10. PERSONAL PROPERTY

The subgrantee shall retain any nonexpendable personal property acquired with subgrant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by CCJJ subgrant funds. When there is no longer a need for the property to accomplish the purpose of the program, the subgrantee shall request property disposition instructions from the CCJJ.

11. MAINTENANCE OF RECORDS

For purposes of state and federal examinations and audits, all financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts shall be retained for at least eight (8) years after the close of the federal award from which the subgrantee's award was funded.

12. WRITTEN APPROVAL OF CHANGES

Subgrantees must obtain prior written approval from CCJJ for program changes. These include (a) change of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) the proposed cumulative change is greater than 10% of the total award amount.

13. THIRD PARTY PARTICIPATION

No contract or agreement may be entered into by the subgrantee for execution of project activities or provision of services that is not incorporated in the approved proposal or approved in advance by CCJJ. Any such arrangement shall provide that the subgrantee will retain ultimate control and responsibility for the subgrant project and that the subgrantee shall be bound by these subgrant conditions and any other requirements applicable to the subgrantee in the conduct of the project. **CCJJ shall be provided with a copy of all such contracts and agreements entered into by subgrantees.**

14. PUBLICATIONS

The subgrantee agrees to submit to CCJJ for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements:

> **"This project was supported by Grant No 15PBJA-23-GG-036036-JAGX awarded by the Bureau of Justice Assistance.**

All published material and written reports submitted under grants or in conjunction with contracts under grants must be originally developed material unless otherwise specifically provided in the grant or contract document. When material, not originally developed, is included in the report, it must have the source identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase

format.

15. WRITTEN DESCRIPTIONS OF PROGRAMS

The subgrantee agrees that when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with Federal money, the subgrantee receiving Federal funds **shall clearly state (a) the percentage of the total cost of the program or project that will be financed with Federal money, and (b) the dollar amount of Federal funds for the project or program.**

16. CONFLICT OF INTEREST

The subgrantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of CCJJ, provided that if such persons are or become officers or employees of CCJJ they must disqualify this application and any future discussions concerning the entity making this application.

17. PROJECT DIRECTOR

There shall at all times during the life of the subgrant agreement be an individual appointed by the subgrantee as "Program Director." This individual will be responsible for program planning, operation, reporting and administration under the subgrant agreement.

18. CONFIDENTIALITY OF RESEARCH INFORMATION

Pursuant to Section 229 of the Justice System Improvements Act of 1979, research information identifiable to an individual, that was obtained through a program funded wholly or in part with BJA funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding. 28 CFR Part 22.

19. RELEASE OF INFORMATION

All records, papers and other documents kept by recipients of CCJJ or BJA funds, their subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the CCJJ or the BJA. These records and other documents submitted to CCJJ or the BJA pursuant to application for funds, are required to be made available to CCJJ or the BJA under the terms and conditions of the Federal Freedom of Information Act, 5 U.S.C. 552.

20. PROGRAM INCOME

All interest or other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (asset forfeitures, sale of publications, registration fees, services charges on fees, taskforce participating agency contributions, interest income from program income, etc.) shall be deemed program income and must be tracked. Whenever possible, program income is to be used to offset grant expenses. All other program income will remain with the project or be used to reduce projects costs. Program income is subject to the same requirements as Federal grant and match monies. In the event of a subgrantee's grant project concluding for any cause, the final disposition of any and all remaining balance(s) from program income shall be left to the discretion of CCJJ as the State Administrative Agency of the grant program.

21. POLITICAL ACTIVITY

The restrictions of the Hatch Act, P.L. 93-443, 5 U.S.C. Chapter 73, Subchapter III (as amended), concerning the political activity of government employees are applicable to state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such State and local government employees may take an active part in political management and campaigns except they may not be candidates for office.

22. COPYRIGHTS AND RIGHTS IN DATA

Where activities supported by this grant produce original computer programs, writings, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature (the term computer programs

includes executable computer programs and supporting date in any form), the government has the right to use, duplicate and disclose, in whole, in part, or in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the grantee may copyright such, but the government reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and authorize others to do so.

23. PATENTS

If any discovery or invention arises or is developed in course of, or as result of work performed under this grant, the subgrantee shall refer the discovery or invention to the BJA. The subgrantee hereby agrees that determination of rights to inventions made under this grant shall be made by the Administrator of BJA or his duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the Administrator, or his duly authorized representative, shall be accepted as final. In addition, the subgrantee hereby agrees and otherwise recognizes that the Government shall acquire at least an irrevocable non-exclusive royalty free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this subgrant.

24. INFORMATION SYSTEMS

With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

a. That all computer programs (software) produced under this grant will be made available to the BJA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.

b. To provide a complete copy of the computer programs and documentation, upon request, to BJA. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.

25. PROTECTION OF VICTIMS

a. The subgrantee assures that it will not ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The subgrantee further assures that the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense.

b. The subgrantee assures that it will not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, or to be reimbursed for charges incurred on account of such an exam.

26. CRIMINAL PENALTIES

a. Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than $10,000 or imprisoned not more than five years, or both.

c. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in

any application for assistance submitted pursuant to the Act, whether received directly or indirectly from the Administration, shall be subject to the provisions of Section 371 of Title 18, U.S.C.

27. JAIL "PAY TO STAY" PROHIBITION:
No funding from this grant can be awarded to a local jail for any purpose if that jail is operating a Pay-to-Stay program. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

28. INDIRECT COST RATE
The new Federal Uniform Guideline allows for Indirect Costs to be charged by subgrantees as part of the grant budget. According to the Guideline, one of the following options must be chosen by grantees:

Federally Negotiated Indirect Cost Rate: If a subgrantee has a negotiated Modified Total Direct Cost (MTDC)* rate with the Federal Government, then you may:

a. Request indirect costs at the fully negotiated rate.
b. Request an indirect cost rate at less than the negotiated rate.
c. Request NO indirect cost.

Proof of the negotiated rate must be submitted with the grant application.

10% de Minimis Rate: If a subgrantee does not have a negotiated Modified Total Direct Cost (MTDC)* rate with the Federal Government, the Guideline allows the subgrantee to request:
a. Request the full 10% rate.
b. Request a rate less than 10%.
c. Request No indirect cost.

Request NO Indirect Cost: If a subgrantee's operational costs are fully covered by charging these costs as administrative (direct) costs, or if the subgrantee calculates indirect costs and determines that these costs are immaterial, then the subgrantee may waive any indirect cost reimbursements. It should be noted that choosing any one of the three options above will neither detract from nor enhance the consideration of the grant proposal.

Modified Total Direct Costs (MTDC) are defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

A governmental department or agency unit that receives more than $35 million in direct federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. Other governmental departments or agencies must develop an indirect cost proposal in accordance with the requirements of this Uniform Guide and maintain the proposal and related supporting documentation for audit. These governmental departments or agencies are not required to submit their proposals unless they are specifically requested to do so by the cognizant agency for indirect costs. Where a non-federal entity only receives funds as a subrecipient, the pass-through entity will be responsible for negotiating and/or monitoring the subrecipient's indirect costs.

II. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and

Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

III. CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more the $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) No Federal appropriated funds have been paid or will be paid to any public or private agency, organization, institution, or individual for any personal service, advertisement, telegram, telephone communication, letter, printed or written matter, or other devise the design or intent of which is to influence a member of Congress or any other federal, state, or local elected official to favor or oppose any act, bills, resolutions, or similar legislation or any referendum, initiative, constitutional amendment, or any similar governing body.

(3) Upon request of federal or state officials through the proper official channels, Federal appropriated funds may be used in connection with communications to federal, state, or local elected officials pertaining to authorization, appropriation of oversight measures which will directly affect the operation of the program involved.

(4) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the applicant must complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(5) The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

IV. AUDIT REQUIREMENTS (LOCAL GOVERNMENT AGENCIES, PRIVATE NON-PROFIT & FAITH BASED ORGANIZATIONS ONLY)

The applicant agency assures that it will submit audit reports (with Management Letters) to CCJJ annually. The audit report must comply with OMB circular A-133 and be submitted to CCJJ within one month of completion of the audit.

By State code, **local governments** must complete their audit within **six months** of the end of their fiscal year; **other agencies** must complete their audit within **nine months**. During the audit process subgrantees or their auditors must send CCJJ a **confirmation letter** that verifies payments made to the grant program.

The audit will include a Schedule of Federal Financial Assistance that contains revenue and expenditure information from the grant. The following information will assist the auditors in completing the Schedule of Federal Financial assistance:

- Grant Name: **Justice Assistance Grant**
- Federal Grantor Agency: **U.S. Department of Justice - Bureau of Justice Assistance**
- Federal Grantor Number: **15PBJA-23-GG-03036-JAGX**
- Federal CFDA Number: **16.738**

V. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (STATE AGENCIES ONLY)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Section 67.615 and 67.620)

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about--
- The dangers of drug abuse in the workplace;
- The grantee's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant the employee will:
- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

- Taking appropriate personnel action against such an employee, up to and including termination; or
- Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

VI. CIVIL RIGHTS AND DISCRIMINATION POLICY REQUIREMENTS

The applicant agency assures that it will comply with all applicable federal civil rights laws and regulations.

Please complete the following:

- Agency Name: __West Valley City Police Department_____
- Number of Persons Employed Your Agency: __222_____
- Federal Funds Requested with this Application: __$15,000_____

Equal Employment Opportunity Plan. The purpose of an Equal Employment Opportunity Plan (EEOP) is to insure full and equal participation of men and women regardless of race or national origin in the workforce of the recipient agency. An EEOP is a comprehensive document that analyzes that agency's workforce in comparison to its relevant labor market data and all agency employment practices to determine their impact on the basis of race, sex, or national origin.

The agency will provide an EEOP to the Office for Civil Rights, Office of Justice Programs (OCR) and the CCJJ, if it has received a single reward of $25,000 or more. If the agency receives $25,000 or more, unless otherwise exempt, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the CCJJ). EEOP Certification must be submitted electronically through OJP's EEO Reporter Tool, available at https://ojp.gov/about/ocr/eeop.htm.

For more information on how to prepare your EEOP plan (if required) or for additional information on Civil Rights issues please visit the Office for Civil Rights (OCR) website at: http://www.ojp.usdoj.gov/about/offices/ocr.htm

Before your agency can be reimbursed for any expenses associated with this grant, the grant project director must first review and certify compliance with Federal Equal Employment Opportunity policies.

Please go to the following web link and review the PowerPoint presentation on Discrimination Policy Training:
https://www.youtube.com/watch?v=pWxtrcFDwEM

Procedures for Responding to Discrimination Complaints:
https://acrobat.adobe.com/id/urn:aaid:sc:va6c2:69f189aa-5503-47e7-a272-70296c78c203

This contract is for grant funding that the State of Utah, Commission on Criminal and Juvenile Justice, (CCJJ) administers that originates from the United States Department of Justice, Bureau of Justice Assistance (State Crisis Intervention Program). To continue program activities designed to maintain public safety services, CCJJ has determined that it will proceed with this agreement. CCJJ anticipates that new grant guidance may be issued in 2025 to reflect the DOJ's revised policies and priorities. New DOJ guidance could impact terms and conditions and the availability of funding for any grants that are executed from this solicitation. CCJJ will share new grant conditions, guidance, and requirements with all grantees as they become available. In some instances, executed grant contracts may be revised or cancelled.

By my signature below, I attest that I fully understand that if awarded funding pursuant to this solicitation, the

terms, the conditions, and the availability of continued funding are subject to future communications and guidance from DOJ.

Signature of Authorized Official: _____ **Date:** _____

Approved as to form 10/9/2025

Brandon Hill

West Valley City Issue Paper

City Council Review

Description: Application SA-5-2025

Fiscal Impact: 15000

Funding Source: Utah Commission on Criminal and Juvenile Justice- JAG 2023

Account #:

Budget Opening Required: ☐

Issue:

Wasatch West Valley Retail Subdivision ..Amending lots 2 and 3 of the West Valley Land Holding Subdivision (WVLH) and vacating a portion of Constitution Blvd.

Summary:

Applicant: West Valley Land Holding LLC
Proposal: Final Plat Approval
Location: 3570 South Constitution Boulevard
Zoning: CC Zone
Acres: 3.8
Lots: 3 and 1 Parcel

Background:

West Valley Land Holding LLC is requesting approval for the Wasatch West Valley Retail Subdivision. The subdivision will amend lots 2 and 3 of the West Valley Land Holding Subdivision (WVLH) and will vacate a small portion of Constitution Blvd. The subdivision is located at 3570 South Constitution Boulevard and is zoned CC (City Center).

The WVLH Subdivision was recorded in October 2023. The purpose for the proposed subdivision, is to add additional property previously occupied by US Bank and Zion•s Bank and to further define the subdivision by platting additional property to the north for future development. The subdivision will consist of 3 lots and 1 parcel. The lots will be used for future commercial land uses and the parcel for access and parking similar to the previous WVLH Subdivision.

Access to the subdivision will be gained from Constitution Boulevard and Lehman Avenue. Existing private driveway and access easements will remain in place and will be maintained in common by the owners of lots 1, 2 and 3. A small segment of 2700 West will be dedicated with this plat and a small portion of right-of-way will be vacated with this plat.

Recommendation:

The Planning Commission approved this application.

Department: Community Development
Submitted By: Steve Lehman- Current Planning Manager
Date Submitted: 10/01/2025

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

AN ORDINANCE APPROVING THE AMENDMENT OF LOTS 2 AND 3 OF THE WEST VALLEY HOLDING SUBDIVISION AND VACATING A PORTION OF CONSTITUTION BOULEVARD.

WHEREAS, the City is in receipt of petition SA-5-2025, proposing an amendment to lots 2 and 3 of the West Valley Land Holding Subdivision which includes a partial street vacation to a portion of Constitution Boulevard; and

WHEREAS, the purpose for the application is to reconfigure old property lines, establish new lots and vacate a portion of Constitution Boulevard; and

WHEREAS, proper notice was given, and a public hearing was held pursuant to Section 10-9a-207, Utah Code Annotated; and

WHEREAS, the City Council finds that after the public hearing, that there is good cause for the amendment and partial street vacation and that neither the public nor any person will be materially injured by the proposed plat amendment and that the approval is in the best interest of the health, safety and welfare of the citizens of West Valley City; and

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

Section 1. The amendment to lots 2 and 3 of the West Valley Land Holding Subdivision and a partial Street Vacation of Constitution Boulevard as shown in Petition SA-5-2025 is hereby approved.

Section 2. This Ordinance shall have no force or effect on any rights-of-way or easements of any lot owner, and the franchise rights of any public utilities shall not be impaired thereby, nor shall it have any force or effect on any holders of existing franchises, water drainage pipelines, or other such uses as they may presently exist under, over or upon said property or as are or may be shown on the official plats and records of Salt Lake County.

Section 3. The City Recorder is hereby directed to record this Ordinance with the Salt Lake County Recorder's Office.

Section 4. This Ordinance shall become effective immediately upon posting as required by law.

PASSED AND APPROVED this _____ day of _____ 2025.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Application #: SA-5-2025
Applicant: West Valley Land Holding LLC
Address: 3570 South Constitution Blvd. 3 Lots and 1 Parcel / 3.8 Acres / CC Zone
Request: Wasatch West Valley Retail Subdivision Amending lots 2 and 3 of the West Valley Land Holding Subdivision.

BACKGROUND:

West Valley Land Holding LLC is requesting approval for the Wasatch West Valley Retail Subdivision. The subdivision will also amend lots 2 and 3 of the West Valley Land Holding Subdivision (WVLH). The subdivision is located at 3570 South Constitution Boulevard and is zoned CC (City Center).

ISSUES:

The WVLH Subdivision was recorded in October 2023. The subdivision was created to consolidate old property lines, establish new lots for the public safety building, future commercial uses and a parking lot. The property was previously in the ownership of the Redevelopment Agency of West Valley. Once the subdivision was approved and recorded, the land was transferred to West Valley Land Holding LLC.

The purpose for the current application is to add additional property previously occupied by US Bank and Zion's Bank and to further define the subdivision by platting additional property to the north for future development. The subdivision will consist of 3 lots and 1 parcel. The lots will be used for future commercial land uses and the parcel for access and parking similar to the previous WVLH Subdivision.

Access to the subdivision will be gained from Constitution Boulevard and Lehman Avenue. Existing private driveways and access easements will remain in place and will be maintained in common by the owners of lots 1, 2 and 3. A small segment of 2700 West approximately 1,660 square feet will be dedicated with this plat. Future improvements along 2700 West and Lehman Avenue will be the responsibility of those who develop lots 1 and 2 and 3.

A small portion of 2700 West will also be vacated as part of the subdivision plat. The area to be vacated will be the short acceleration lane as you turn right out on to 2700 west from the access drive.

The subdivision is located in the City Center Zone. All development proposals within the subdivision will require Planning Commission review.

STAFF ALTERNATIVES:

1. Approve the Wasatch West Valley Retail Subdivision subject to a resolution of staff and agency comments.

2. Continue the application for reasons determined during the Planning Commission meeting.

Discussion: Steve Lehman presented. There were no questions or concerns.

Motion: Commissioner Durfee motioned to approve SA-5-2025. Commissioner Matagi seconded. A vote of roll call was taken, and all were in favor of the motion.

UNANIMOUS—SA-5-2025— APPROVED

SA-5-2025
3750 S 2700 West

WEST VALLEY CITY

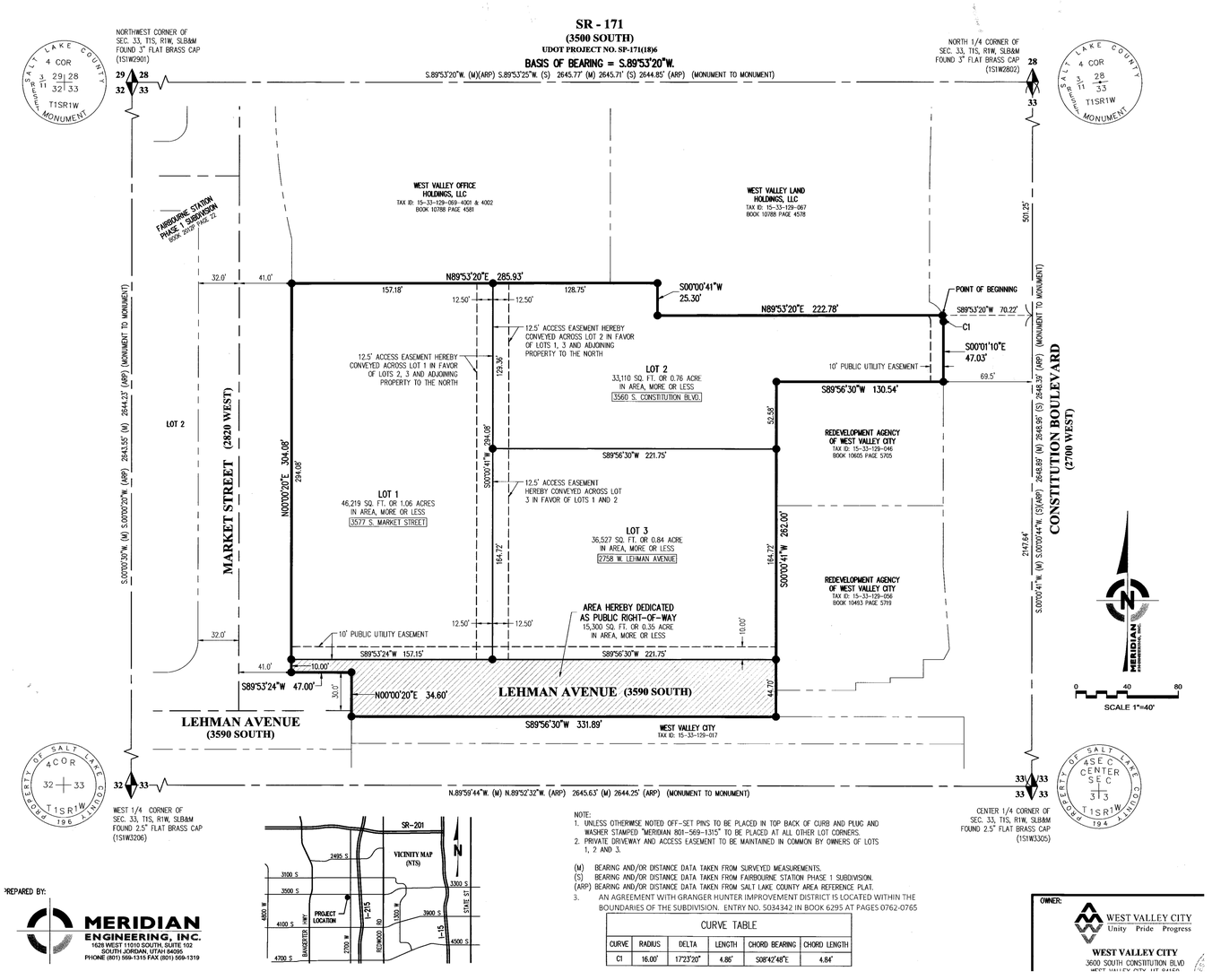
SA-5-2025
3750 S 2700 West

WEST VALLEY CITY

metrodora INSTITUTE

WVLH SUBDIVISION

(AMENDING A PORTION OF PARCEL A OF FAIRBOURNE STATION PHASE 1 SUBDIVISION)
SITUATE IN THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH



NOTE:
1. UNLESS OTHERWISE NOTED OFF-SET PINS TO BE PLACED IN TOP BACK OF CURB AND PLUG AND WASHER STAMPED "MERIDIAN 801-569-1315" TO BE PLACED AT ALL OTHER LOT CORNERS.
2. PRIVATE DRIVEWAY AND ACCESS EASEMENT TO BE MAINTAINED IN COMMON BY OWNERS OF LOTS 1, 2 AND 3.

(M) BEARING AND/OR DISTANCE DATA TAKEN FROM SURVEYED MEASUREMENTS.
(S) BEARING AND/OR DISTANCE DATA TAKEN FROM FAIRBOURNE STATION PHASE 1 SUBDIVISION.
(ARP) BEARING AND/OR DISTANCE DATA TAKEN FROM SALT LAKE COUNTY AREA REFERENCE PLAT.
3. AN AGREEMENT WITH GRANGER HUNTER IMPROVEMENT DISTRICT IS LOCATED WITHIN THE BOUNDARIES OF THE SUBDIVISION. ENTRY NO. 5034342 IN BOOK 6295 AT PAGES 0762-0765

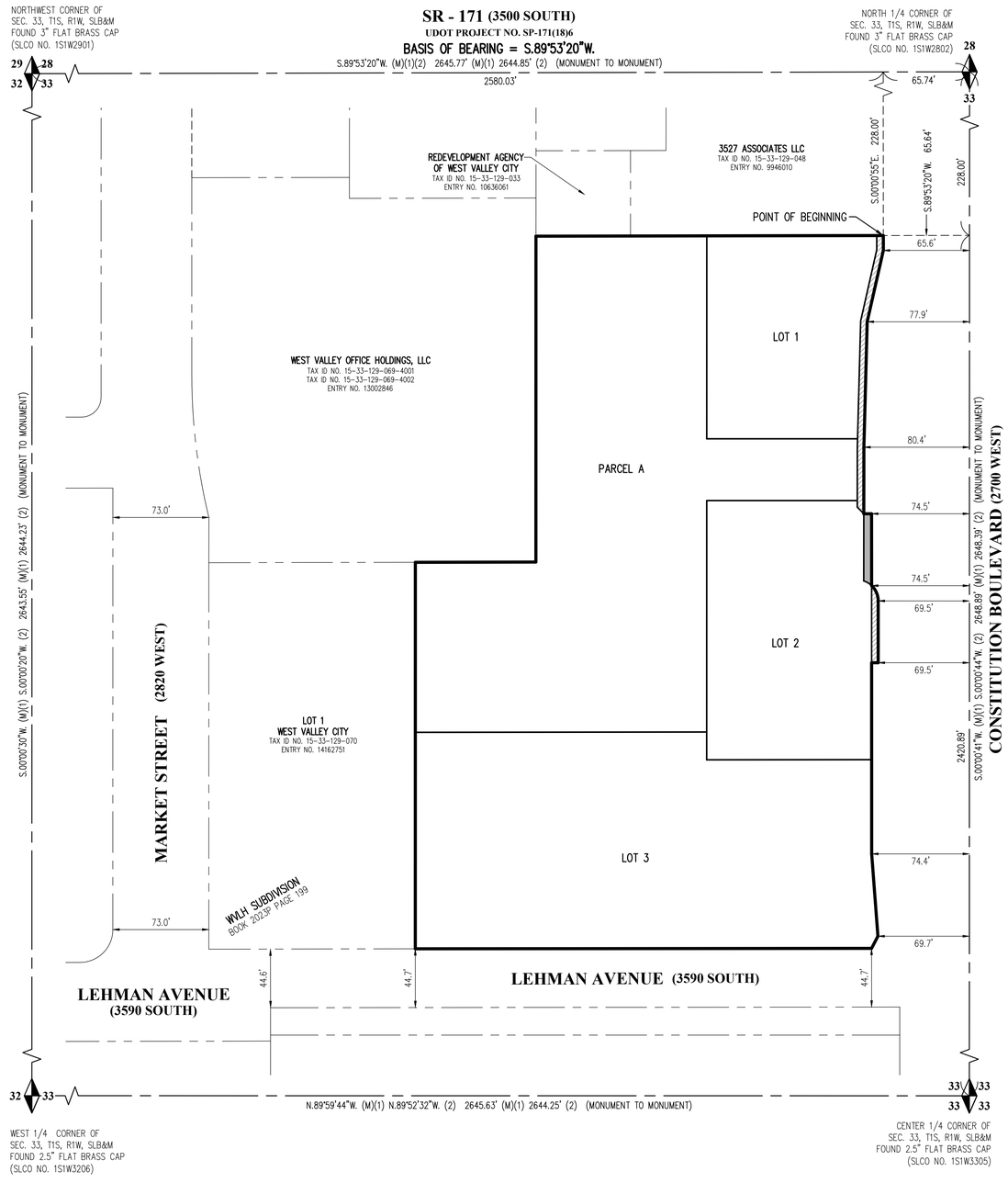
CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	16.00'	17°23'20"	4.86'	S08°42'48"E	4.84'

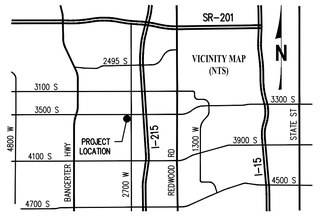
PREPARED BY:
MERIDIAN ENGINEERING, INC.
1626 WEST 11010 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84095
PHONE (801) 569-1315 FAX (801) 569-1319

OWNER:
WEST VALLEY CITY
Unity Pride Progress
WEST VALLEY CITY
3600 SOUTH CONSTITUTION BLVD

WASATCH WEST VALLEY RETAIL SUBDIVISION

(AMENDING LOTS 2 & 3 OF WVLH SUBDIVISION)
SITUATE IN THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH





PLAT NOTES:
1. UNLESS OTHERWISE NOTED OFF-SET PINS TO BE PLACED IN TOP BACK OF CURB AND PLUG AND WASHER STAMPED "MERIDIAN 801-569-1315" TO BE PLACED AT ALL OTHER LOT CORNERS.
2. PRIVATE DRIVEWAY AND ACCESS EASEMENT TO BE MAINTAINED IN COMMON BY OWNERS OF LOTS 1, 2 AND 3.

SURVEYOR'S NARRATIVE

IT IS THE INTENT OF THIS PLAT AND THE SURVEY ON WHICH IT IS BASED TO CORRECTLY REPRESENT THE BOUNDARY LINES AND PROPERTY CORNERS OF THE SUBJECT PARCEL. IT IS ALSO THE INTENT OF THIS PLAT TO SUBDIVIDE THE SUBJECT PROPERTY INTO A 3 LOTS, 1 PARCEL AND DEDICATED ROADWAY. THE BASIS OF BEARING IS S.89°53'20"W. ALONG THE NORTHERLY SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN. THE FIELD DATA FOR THIS SURVEY WAS COLLECTED IN MAY, 2025.

SEE RECORD OF SURVEY PREPARED BY MERIDIAN ENGINEERING, INC. FILED AS SURVEY NO. S2016-06-0509 IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR.

AS PART OF THIS SURVEY, MERIDIAN HAS CONDUCTED FIELD SEARCHES FOR EVIDENCE AND MONUMENTATION. FOUND EVIDENCE AND MONUMENTATION IS REPRESENTED HEREON. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY IS NOTED BELOW. THERE MAY EXIST OTHER EVIDENCE, MONUMENTATION AND DOCUMENTS THAT COULD AFFECT THIS SURVEY. ANY NEW EVIDENCE, MONUMENTATION OR DOCUMENTS CONTRADICTORY TO THIS SURVEY SHOULD BE PRESENTED TO THE SURVEYOR FOR HIS REVIEW AND CONSIDERATION.

(1) WVLH SUBDIVISION: ENTRY NO. 14162751 IN BOOK 2023P AT PAGE 199.
(2) SALT LAKE COUNTY SURVEYOR'S AREA REFERENCE PLAT: SECTION 33, T.1S., R.1W., S.L.B.&M.
NOTE: ABOVE REFERENCED DOCUMENTS ARE SHOWN HEREON AS (#).

(M) BEARING AND/OR DISTANCES DATA TAKEN FROM SURVEYED MEASUREMENTS.

SURVEYOR'S CERTIFICATE

I, TRAVIS R. WILLIAMS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING LICENSE NUMBER 13941945, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID PARCEL(S) OF LAND INTO AMENDED LOTS, A PARCEL AND STREETS, TOGETHER WITH EASEMENTS HEREAFTER TO BE KNOWN AS: "WASATCH WEST VALLEY RETAIL SUBDIVISION" AND THAT THE SAME HAS BEEN CORRECTLY MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT. RECORD OF SURVEY FILE NO. S2016-06-0509.

PROFESSIONAL LAND SURVEYOR — PLS NO. 13941945 — 09/10/2025 — TRAVIS R. WILLIAMS — STATE OF UTAH

TRAVIS R. WILLIAMS
PLS NO. 13941945
DATE OF PLAT: SEPTEMBER 10, 2025

LEGAL DESCRIPTION

AN ENTIRE TRACT OF LAND, INCLUDING ALL OF LOTS 2 & 3 OF WVLH SUBDIVISION RECORDED AS ENTRY NO. 14162751 IN BOOK 2023P AT PAGE 199 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND ALL OF PROPERTY DESCRIBED IN QUIT CLAIM DEED IN FAVOR OF WEST VALLEY LAND HOLDINGS, LLC RECORDED AS ENTRY NO. 13002845 IN BOOK 10788 AT PAGE 4578 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SITUATE IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF SAID ENTIRE TRACT OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY RIGHT OF WAY LINE OF CONSTITUTION BOULEVARD (2700 WEST), SAID POINT IS THE NORTHEAST CORNER OF SAID DESCRIBED PROPERTY IN FAVOR OF WEST VALLEY LAND HOLDINGS, LLC, SAID POINT IS 65.74 FEET S.89°53'20"W. ALONG THE SECTION LINE AND 228.00 FEET S.00°00'55"E. ALONG SAID WESTERLY RIGHT OF WAY LINE AND IT'S EXTENSION FROM THE NORTH QUARTER CORNER OF SAID SECTION 33 (BASIS OF BEARING IS S.89°53'20"W. ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 33); AND RUNNING THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: 1) S.00°00'55"E. 11.32 FEET, 2) S.12°43'07"W. 55.67 FEET, 3) S.01°30'40"W. 95.47 FEET AND 4) S.00°04'46"W. 50.62 FEET; THENCE S.89°55'14"E. 5.91 FEET; THENCE S.00°01'10"E. 54.74 FEET TO A POINT IN SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A NON-TANGENT 16.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: 1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 13.00 FEET THROUGH A CENTRAL ANGLE OF 46°34'00" (NOTE: CHORD FOR SAID CURVE BEARS S.23°18'12"E. FOR A DISTANCE OF 123.65 FEET), 2) S.00°01'10"E. 47.03 FEET, 3) S.89°56'30"W. 5.00 FEET, 4) S.00°01'10"E. 145.43 FEET, 5) S.04°18'26"E. 62.79 FEET AND 6) S.27°35'35"W. 10.44 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE AND THE NORTHERLY RIGHT OF WAY LINE OF LEHMAN AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S.89°56'30"W. 347.26 TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE EASTERLY LOT LINE AND IT'S EXTENSION OF SAID LOT 3 N.00°00'41"E. 294.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTHERLY LOT LINE OF SAID LOT 2 N.89°53'20"E. 91.75 FEET TO THE SOUTHWEST CORNER OF SAID DESCRIBED PROPERTY IN FAVOR OF WEST VALLEY HOLDINGS, LLC; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID DESCRIBED PROPERTY N.00°00'41"E. 247.95 FEET TO THE NORTHWEST CORNER OF SAID DESCRIBED PROPERTY; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID DESCRIBED PROPERTY N.89°53'20"E. 264.36 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ENTIRE TRACT OF LAND CONTAINS 165,500 SQUARE FEET OR 3.80 ACRES IN AREA, MORE OR LESS.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED IS THE OWNER OF THE ABOVE DESCRIBED PARCEL OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, A PARCEL AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS

WASATCH WEST VALLEY RETAIL SUBDIVISION

AND DOES HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNER HEREBY CONVEYS TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNER ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN AND/OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN AND/OR NOTED HEREON. WEST VALLEY CITY HEREBY VACATES A PORTION OF CONSTIUTION BOULEVARD (2700 WEST) AS SHOWN AND NOTED ON THIS PLAT.

DATED THIS _____ DAY OF _____ A.D. 2025.

OWNER: WEST VALLEY LAND HOLDINGS, LLC

BY: _____

BZ: _____

_____
KAREN LANG, MAYOR WEST VALLEY CITY

ACKNOWLEDGMENT
(WEST VALLEY LAND HOLDINGS, LLC)

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE, _____, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE _____ OF WEST VALLEY LAND HOLDINGS, LLC, A UTAH LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING OWNER'S DEDICATION WAS SIGNED FOR, AND IN BEHALF OF, SAID LIMITED LIABILITY COMPANY, BY AUTHORITY OF ITS ORGANIZATIONAL DOCUMENTS, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

_____
NOTARY PUBLIC

ACKNOWLEDGMENT
(WEST VALLEY CITY)

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED BEFORE ME KAREN LANG, SIGNER OF THE HEREON OWNER'S DEDICATION AND CONSENT TO RECORD, WHO BEING BY ME DULY SWORN, DID SAY THAT SHE IS THE MAYOR OF WEST VALLEY CITY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AND THAT SHE SIGNED THIS PLAT ENTITLED "WASATCH WEST VALLEY RETAIL SUBDIVISION" WHICH ALSO VACATES A PORTION OF CONSTITUTION BOULEVARD, ON BEHALF OF WEST VALLEY CITY, BY AUTHORITY OF A RESOLUTION OF WEST VALLEY CITY COUNCIL, AND SAID MAYOR LANG ACKNOWLEDGED TO ME THAT SAID WEST VALLEY CITY EXECUTED THE SAME.

NOTARY PUBLIC NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

_____
NOTARY PUBLIC

OWNER:

WEST VALLEY LAND HOLDING, LLC
595 S. RIVERWOODS PARKWAY, STE 400
LOGAN, UTAH 84321

WASATCH WEST VALLEY RETAIL SUBDIVISION
(AMENDING LOTS 2 & 3 OF WVLH SUBDIVISION)
SITUATE IN THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH

COMP. FILE 19050 FINAL PLAT	PREPARED BY: MERIDIAN ENGINEERING, INC. 1628 WEST 11010 SOUTH, SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1315 FAX (801) 569-1319	SALT LAKE COUNTY HEALTH DEPARTMENT	WEST VALLEY CITY PLANNING COMMISSION	GRANGER-HUNTER IMPROVEMENT DISTRICT	WEST VALLEY CITY ENGINEERING DIVISION	CITY ATTORNEY	SALT LAKE COUNTY RECORDER	COMP. FILE 19050 FINAL PLAT
PROJECT NO. 19050		APPROVED THIS _____ DAY OF _____ A.D. 2025 BY THE SALT LAKE COUNTY HEALTH DEPARTMENT.	APPROVED THIS _____ DAY OF _____ A.D. 2025 BY THE WEST VALLEY CITY PLANNING COMMISSION.	APPROVED THIS _____ DAY OF _____ A.D. 2025 BY THE GRANGER-HUNTER IMPROVEMENT DISTRICT.	I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND HAVE FOUND IT TO BE CORRECT IN ACCORDANCE WITH INFORMATION ON FILE AND IS HEREBY APPROVED.	APPROVED THIS _____ DAY OF _____ A.D. 2025 BY THE WEST VALLEY CITY ATTORNEY.	RECORDED AND FILED AT THE REQUEST OF _____ RECORDED AS ENTRY NUMBER _____ DATE: _____ TIME: _____ BOOK: _____ PAGE: _____	PROJECT NO. 19050
SHEET NO. 1 OF 1		SALT LAKE COUNTY HEALTH DEPARTMENT / DATE	CHAIRMAN, WEST VALLEY CITY PLANNING COMMISSION / DATE	GRANGER-HUNTER IMPROVEMENT DISTRICT / PRINT NAME	WEST VALLEY CITY ENGINEER / DATE	WEST VALLEY CITY ATTORNEY	FEE $ / DEPUTY SALT LAKE COUNTY RECORDER	SHEET NO. 1 OF 2

NORTH 1/4 CORNER OF SEC. 33, T1S, R1W, SLB&M FOUND 3" FLAT BRASS CAP (1S1W2802)

CENTER 1/4 CORNER OF SEC. 33, T1S, R1W, SLB&M FOUND 2.5" FLAT BRASS CAP (1S1W3305)

CONSTITUTION BOULEVARD (2700 WEST)

S.00°00'41"W. (M)(1) S.00°00'44"W. (3) 2648.89' (M)(1) 2648.39' (3) (MONUMENT TO MONUMENT)

28 33 — 228.00' — 642.47' — 1878.42' — 33 33 33 33

65.74' | 65.64' S.89°56'20"W. 65.6' | 77.9' | 80.4' | 74.5' | 74.5' | 69.5' | 69.5' | 74.4' | 69.7' | S.89°56'30"W. 74.49'

POINT OF BEGINNING

S.00°00'55"E. 228.00'

S00°00'55"E 11.32'

S12°43'07"W 55.67'

S01°30'40"W 95.47'

AREA HEREBY DEDICATED AS PUBLIC RIGHT-OF-WAY
1,053 SQ. FT. OR 0.02 ACRE IN AREA, MORE OR LESS

5.00'

N12°43'07"E 55.60'

89.71'

N00°00'55"W 10.75'

S.01°30'40"W. 96.03'

6.32'

(SEE DETAIL "A")

S00°01'10"E 145.43'

73.72' | 71.71'

S04°18'26"E 62.79'

44.7'

S27°35'35"W 10.44'

10' PUBLIC UTILITY EASEMENT (TYP.)

RECIPROCAL EASEMENT IN FAVOR OF THE LEAH M. WRIGHT LIVING TRUST EXHIBIT "D" FROM DOCUMENT BOOK 6223 PAGE 2441

PERPETUAL ELECTRICAL EASEMENT IN FAVOR OF PACIFICORP ENTRY NO. 11700067

S89°56'30"W 125.58'

SR - 171 (3500 SOUTH)
UDOT PROJECT NO. SP-171(1)86

BASIS OF BEARING = S.89°53'20"W.
S.89°53'20"W. (M)(1)(3) 2645.77' (M)(1) 2644.85' (3) (MONUMENT TO MONUMENT)
2580.03'

N89°53'20"E 264.36'

129.36' | WEST 114.79' | EAST 114.58'

LOT 1
18,458 SQ. FT. OR 0.42 ACRE IN AREA, MORE OR LESS
3534 S. CONSTITUTION BLVD.

LOT 2
24,656 SQ. FT. OR 0.57 ACRE IN AREA, MORE OR LESS
3560 S. CONSTITUTION BLVD.

3527 ASSOCIATES LLC
TAX ID NO. 15-33-129-048
ENTRY NO. 9946010

47' ACCESS EASEMENT HEREBY CONVEYED ACROSS PARCEL A IN FAVOR OF LOTS 1, 2, 3 AND ADJOINING PROPERTY TO THE WEST

N00°00'41"E 154.41' | N00°00'41"E 197.25' | 176.11' | 21.14'

23.5' | 23.5' | 23.5'

S00°00'41"W 154.36' | S00°00'41"W 152.63'

PARKING EASEMENT IN FAVOR OF LEAH WRIGHT & STANLEY deWAAL ENTRY NO. 4921418

106.50' | WEST 106.50' | EAST 106.50'

PARCEL A
66,329 SQ. FT. OR 1.52 ACRES IN AREA, MORE OR LESS
3546 S. CONSTITUTION BLVD.

LOT 3
54,730 SQ. FT. OR 1.26 ACRES IN AREA, MORE OR LESS
3578 S. CONSTITUTION BLVD.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY
TAX ID NO. 15-33-129-033
ENTRY NO. 10636061

154.16' | 47.00' | 46.79'

N00°00'41"E 247.95'

S89°56'30"W 185.75' | N89°56'30"E 221.75' | 209.25'

10' PUBLIC UTILITY EASEMENT (TYP.)

N89°53'20"E 91.75'

N.00°00'41"E. 23.50'

EXISTING 12.5' ACCESS EASEMENT IN FAVOR OF LOTS 1, 3 OF WVLH SUBDIVISION AND ADJOINING PROPERTY TO THE NORTH PER WVLH SUBDIVISION

12.5' ACCESS EASEMENT IN FAVOR OF LOTS 1 AND 2 OF WVLH SUBDIVISION

12.50' | 12.50' | 129.36' | 12.50' | 164.72' | 44.7'

N00°00'41"E 294.08'

EXISTING 12.5' ACCESS EASEMENT IN FAVOR OF LOTS 2, 3 OF WVLH SUBDIVISION AND ADJOINING PROPERTY TO THE NORTH PER WVLH SUBDIVISION

REDEVELOPMENT AGENCY OF WEST VALLEY CITY
TAX ID NO. 15-33-129-045
ENTRY NO. 12400669

WEST VALLEY OFFICE HOLDINGS, LLC
TAX ID NO. 15-33-129-069-4001
TAX ID NO. 15-33-129-069-4002
ENTRY NO. 13002846

LOT 1 WEST VALLEY CITY
TAX ID NO. 15-33-129-070
ENTRY NO. 14162751

WVLH SUBDIVISION
BOOK 2023P PAGE 199

LEHMAN AVENUE (3590 SOUTH)

S89°56'30"W 347.26'

29 28 32 33 — NORTHWEST CORNER OF SEC. 33, T1S, R1W, SLB&M FOUND 3" FLAT BRASS CAP (1S1W2901)

MERIDIAN ENGINEERING, INC.

0 30 60
SCALE 1"=30'

LEGEND

- SUBDIVISION BOUNDARY
- SUBDIVISION LOT/PARCEL LINE
- ADJOINER LINE
- SECTION LINE
- STREET CENTER LINE
- EASEMENT LINE
- DEDICATED ROADWAY AS SHOWN HEREON
- VACATED ROADWAY AS SHOWN HEREON
- UNLESS OTHERWISE NOTED, SET PLUG AND WASHER. WASHER IS STAMPED "MERIDIAN 801-569-1315"
- PROPERTY CORNER NOT SET
- FOUND SECTION CORNER

CONSTITUTION BOULEVARD (2700 WEST)

PORTION OF CONSTITUTION BOULEVARD HEREBY VACATED IN FAVOR OF LOT 2
314 SQ. FT. OR 0.01 ACRE IN AREA, MORE OR LESS

AREA HEREBY DEDICATED AS PUBLIC RIGHT-OF-WAY
1,053 SQ. FT. OR 0.02 ACRE IN AREA, MORE OR LESS

S89°55'14"E 5.91'

S00°01'10"E 54.74'

C1

S00°01'10"E 47.03'

S89°56'30"W 5.00'

S00°04'46"W 50.62'

N00°01'10"W 58.65'

AREA HEREBY DEDICATED AS PUBLIC RIGHT-OF-WAY
275 SQ. FT. OR 0.01 ACRE IN AREA, MORE OR LESS

10.0' PUE

S44°55'14"E 7.07'

N00°04'46"E 51.17'

S00°04'46"W 45.68'

6.32' | 40.68' | 5.00'

10.0' PUE

PERPETUAL ELECTRICAL EASEMENT IN FAVOR OF PACIFICORP ENTRY NO. 11700067

PARCEL A

LOT 2

DETAIL "A"
(N.T.S.)

PROFESSIONAL LAND SURVEYOR
PLS NO. 10914015
07/10/2025
JOSHUA D. WILLIAMS
STATE OF UTAH

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	16.00'	46°34'00"	13.00'	S23°18'12"E	12.65'
C2	16.00'	25°14'00"	7.05'	S59°12'15"E	6.99'

PREPARED BY:
MERIDIAN ENGINEERING, INC.
1628 WEST 11010 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84095
PHONE (801) 569-1315 FAX (801) 569-1319

WASATCH WEST VALLEY RETAIL SUBDIVISION

(AMENDING LOT 2 OF WVLH SUBDIVISION)
SITUATE IN THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH

COMP. FILE 19050 FINAL PLAT
PROJECT NO. 19050
SHEET NO. 2 OF 2

West Valley City Issue Paper

City Council Review

Description: Application SA-5-2025

Fiscal Impact: 15000

Funding Source: Utah Commission on Criminal and Juvenile Justice- JAG 2023

Account #:

Budget Opening Required: ☐

Issue:

Wasatch West Valley Retail Subdivision ..Amending lots 2 and 3 of the West Valley Land Holding Subdivision (WVLH) and vacating a portion of Constitution Blvd.

Summary:

Applicant: West Valley Land Holding LLC
Proposal: Final Plat Approval
Location: 3570 South Constitution Boulevard
Zoning: CC Zone
Acres: 3.8
Lots: 3 and 1 Parcel

Background:

West Valley Land Holding LLC is requesting approval for the Wasatch West Valley Retail Subdivision. The subdivision will amend lots 2 and 3 of the West Valley Land Holding Subdivision (WVLH) and will vacate a small portion of Constitution Blvd. The subdivision is located at 3570 South Constitution Boulevard and is zoned CC (City Center).

The WVLH Subdivision was recorded in October 2023. The purpose for the proposed subdivision, is to add additional property previously occupied by US Bank and Zion•s Bank and to further define the subdivision by platting additional property to the north for future development. The subdivision will consist of 3 lots and 1 parcel. The lots will be used for future commercial land uses and the parcel for access and parking similar to the previous WVLH Subdivision.

Access to the subdivision will be gained from Constitution Boulevard and Lehman Avenue. Existing private driveway and access easements will remain in place and will be maintained in common by the owners of lots 1, 2 and 3. A small segment of 2700 West will be dedicated with this plat and a small portion of right-of-way will be vacated with this plat.

Recommendation:

The Planning Commission approved this application.

Department: Community Development
Submitted By: Steve Lehman- Current Planning Manager
Date Submitted: 10/01/2025

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

AN ORDINANCE APPROVING THE AMENDMENT OF LOTS 33-44 AND A PORTION OF LOT 45 OF THE LEHMAN SUBDIVISION. SAID AMENDMENT WILL INCLUDE THE VACATION OF A 5-FOOT PUBLIC UTILITY EASEMENT ACROSS THE SOUTHERN PORTION OF SAID LOTS.

WHEREAS, the City is in receipt of petition SA-4-2025, proposing an amendment to lots 33-44 and a portion of lot 45 in the Lehman Subdivision; and

WHEREAS, the purpose for the application is to consolidate old property lines, and vacate a 5-foot public utility easement across the southern portion of said lots; and

WHEREAS, proper notice was given, and a public hearing was held pursuant to Section 10-9a-207, Utah Code Annotated; and

WHEREAS, the City Council finds that after the public hearing, that there is good cause for the amendment and that neither the public nor any person will be materially injured by the proposed plat amendment and that the approval is in the best interest of the health, safety and welfare of the citizens of West Valley City; and

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

Section 1. The amendment to lots 33-44 and a portion of lot 45 in the Lehman Subdivision and as shown in Petition SA-4-2025 is hereby approved.

Section 2. This Ordinance shall have no force or effect on any rights-of-way or easements of any lot owner, and the franchise rights of any public utilities shall not be impaired thereby, nor shall it have any force or effect on any holders of existing franchises, water drainage pipelines, or other such uses as they may presently exist under, over or upon said property or as are or may be shown on the official plats and records of Salt Lake County.

Section 3. The City Recorder is hereby directed to record this Ordinance with the Salt Lake County Recorder's Office.

Section 4. This Ordinance shall become effective immediately upon posting as required by law.

PASSED AND APPROVED this _____ day of _____ 2025.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Application #: SA-4-2025
Applicant: West Valley City Redevelopment Agency
Request: West Valley Promenade Subdivision-Amending lots 34-44 and a portion of lot 45 of the Lehman Subdivision.
Address: 2875 West Lehman Ave./ 1 Lot/2.5 Acres / CC and R-2-8 Zones

BACKGROUND:

The West Valley City Redevelopment Agency is requesting subdivision approval for the West Valley Promenade Subdivision. The subdivision plat will also amend lots 34-44 and a portion of lot 45 of the Lehman Subdivision and will also vacate an existing 5-foot public utility easement along the south property line of said lots within the Lehman Subdivision.

ISSUES:

Property generally held by the Redevelopment Agency is for redevelopment of existing properties or development of vacant land. In this case, the property was developed as part of the City's promenade located south of Lehman Avenue and west of the UTA bus hub. But the developed portion of the promenade was not transferred into City ownership.

The proposed subdivision will consolidate old lot lines and vacate the existing public utility easement along the south property line of said lots. The subdivision also includes various parcels that were existing remnants from previous divisions of land, some of which were added to the back of certain lots in the Lehman Subdivision. This plat will clear all of that up to create one lot that can then be transferred into West Valley City ownership.

All improvements are existing and development of this portion of the promenade is complete.

STAFF ALTERNATIVES:

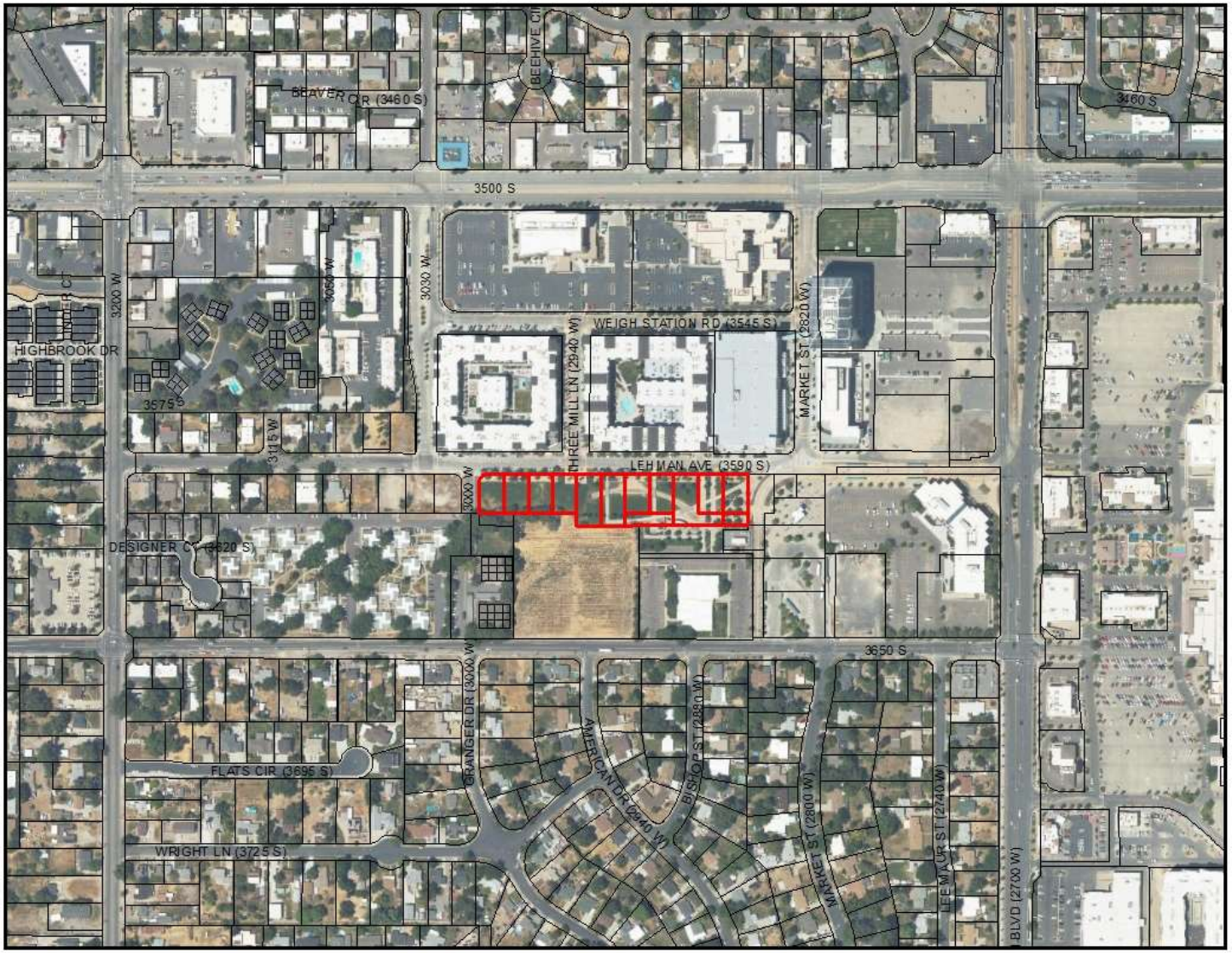
1. Approve the West Valley Promenade Subdivision subject to a resolution of staff and agency comments.
2. Continue the application for reasons determined during the Planning Commission meeting.

Discussion: Steve Lehman presented. Commissioner Woodruff inquired if all the vacant lots going west on Lehman Avenue are owned by the Redevelopment Agency (RDA). Steve Pastorik responded that some of the lots are owned by RDA and some by West Valley City. Commissioner Porter asked if the RDA is part of the City. Steve Lehman replied that their role as a separate entity is to bring in new developments and companies to West Valley City. RDA uses their own funds.

Motion: Commissioner Porter motioned to approve SA-4-2025. Commissioner Durfee seconded. A voice vote was taken, and all four Commissioners were in favor of the motion.

UNANIMOUS SA-4-2025 APPROVED

SA-4-2025
2875 W. Lehman Ave.



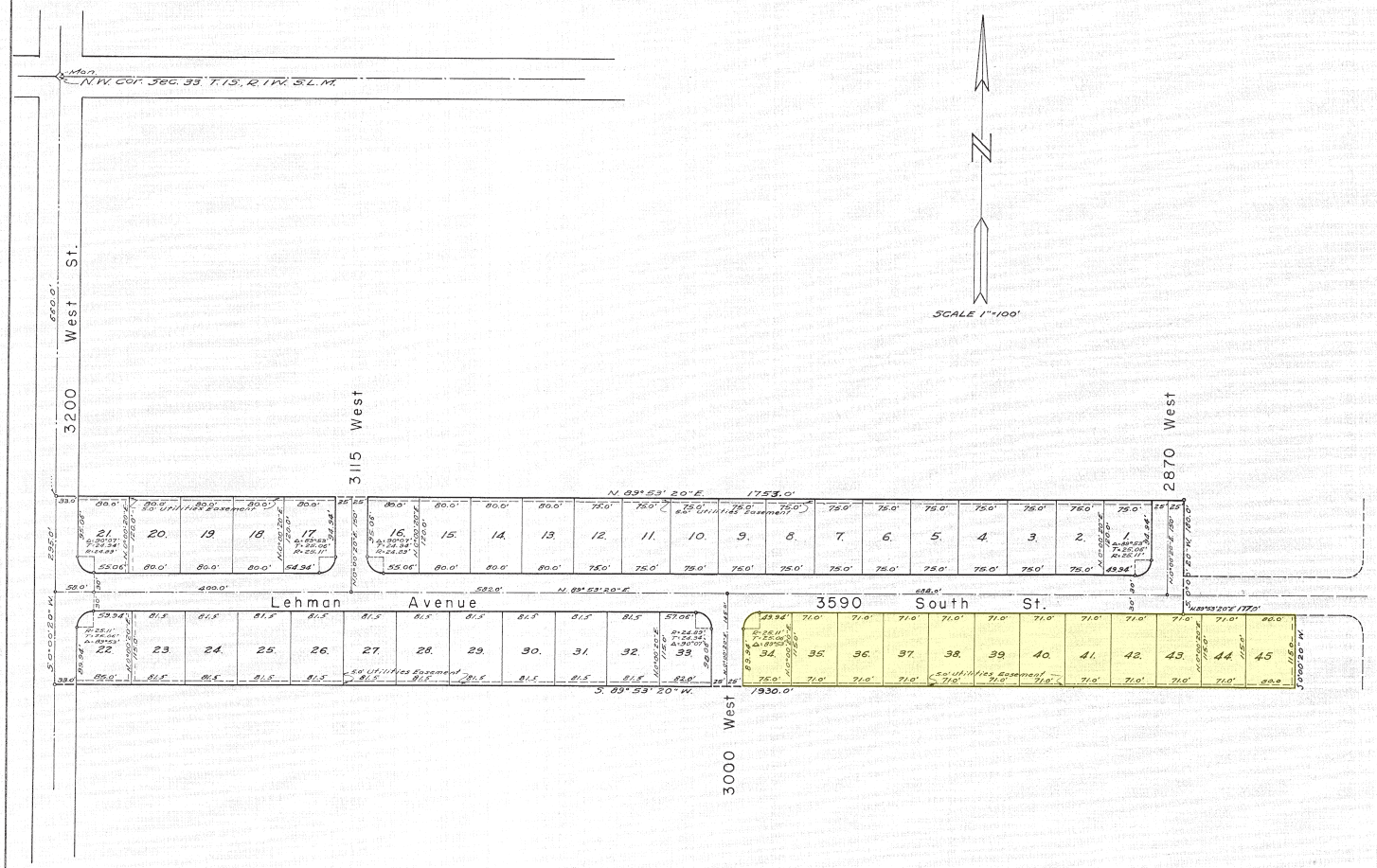
WEST VALLEY CITY

SA-4-2025
2875 W. Lehman Ave.

WEST VALLEY CITY

SALT LAKE COUNTY SURVEYOR STANDARD SUBDIVISION FORM

#2715



SURVEYOR'S CERTIFICATE

I, REED R HOOVER, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 304, 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 LEHMAN SUBDIVISION 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 in the center of
		3200 WEST STREET which point is S.0°00'20"W.
		660.0 feet from the Northwest corner of
		Section 33, T.1S.R.1W. Salt Lake Meridian
		and running thence,
N.89°53'20"E.	1753.0	feet, thence
S.0°00'20"W.	180.0	feet, thence
N.89°53'20"E.	177.0	feet, thence
S.0°00'20"W.	115.0	feet, thence
S.89°53'20"W.	1930.0	feet, thence
N.0°00'20"E.	295.0	feet to the point of beginning.

June 1, 1955
DATE

Reed R Hoover

OWNER'S DEDICATION

Know all men by these presents that WE, the 2 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

LEHMAN SUBDIVISION

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

In witness whereof they have hereunto set Our Hand this 7 day of May A.D., 1955

Daniel David Lehman

Grace D. Lehman

Howard A. Thurman

Wella Thurman

Boyd Tripp

Beulah Tripp

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Salt Lake }

On the 7 day of May, 19A.D.55, 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, 5 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: April 24 1959

R D Eaton
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

LEHMAN SUBDIVISION

BEING PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 14th DAY OF June A.D., 1955 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

A.R. Mickelsen
CHAIRMAN, SALT LAKE COUNTY PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE; AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

June 16-1955
DATE

John L. Mackay
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 16 DAY OF June A.D., 1955

Brennan G. Thurman
Chief Dep. SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 1st DAY OF June A.D., 1955 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: H. Dale Dillingham
SALT LAKE COUNTY CLERK
Fred Keeler
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1590842

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF WILLARD MOURITSEN

DATE MAY 12-58 TIME 10:42 A.M. BOOK S PAGE 59

2715 FEE $

Hazel Taggart Chase
SALT LAKE COUNTY RECORDER

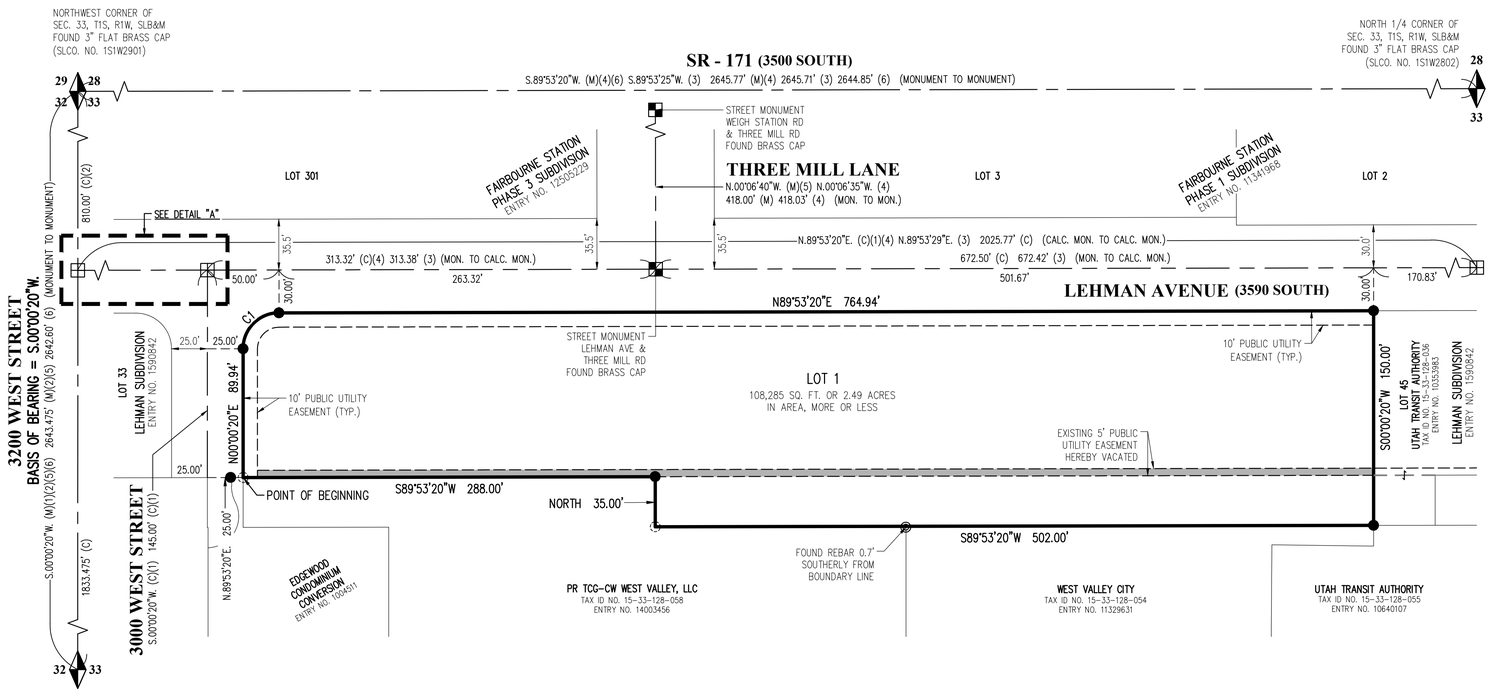
FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS, MARCH 25, 1953

"SALT LAKE BLUE" IMPERIAL

3000 W
Lehman Ave
WEST VALLEY CITY
Park Regulations

WEST VALLEY PROMENADE SUBDIVISION

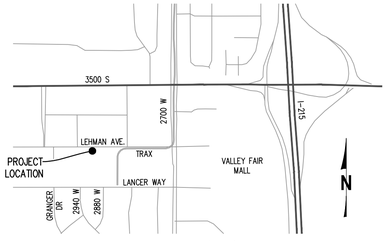
(AMENDING & EXTENDING LOTS 34 THRU 44 AND A PORTION OF LOT45 OF LEHMAN SUBDIVISION)
SITUATE IN THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH



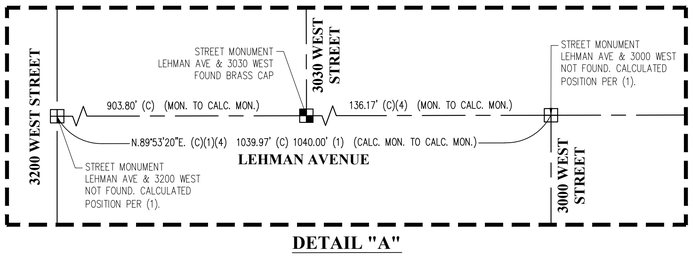
WEST 1/4 CORNER OF SEC. 33, T1S, R1W, SLB&M FOUND 2.5" FLAT BRASS CAP (SLCO. NO. 1S1W3206)

NOTE:
1. UNLESS OTHERWISE NOTED OFF-SET PINS TO BE PLACED IN TOP BACK OF CURB AND PLUG AND WASHER STAMPED "MERIDIAN 801-569-1315" TO BE PLACED AT ALL OTHER LOT CORNERS.

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.11'	89°53'00"	39.39'	N44°56'50"E	35.47'



VICINITY MAP (NTS)



DETAIL "A"

LEGEND

- SUBDIVISION BOUNDARY
- ADJOINER BOUNDARY
- ORIGINAL LOT LINE
- SECTION LINE
- MONUMENT LINE
- EASEMENT LINE
- PUBLIC UTILITY EASEMENT HEREBY VACATED
- EXISTING PROPERTY CORNER AS NOTED
- PROPERTY CORNER NOT SET
- UNLESS OTHERWISE NOTED, SET 5/8" BY 24" REBAR WITH ORANGE PLASTIC CAP. CAP IS STAMPED "MERIDIAN 801-569-1315"
- FOUND STREET MONUMENT
- NOT FOUND STREET MONUMENT
- FOUND SECTION CORNER

SURVEYOR'S NARRATIVE

IT IS THE INTENT OF THIS PLAT AND THE SURVEY ON WHICH IT IS BASED TO CORRECTLY REPRESENT THE BOUNDARY LINES AND PROPERTY CORNERS OF THE SUBJECT PARCEL. IT IS ALSO THE INTENT OF THIS PLAT TO SUBDIVIDE THE SUBJECT PROPERTY INTO A 1 LOTS. THE BASIS OF BEARING IS S.00°00'20"W. ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN. THE FIELD DATA FOR THIS SURVEY WAS COLLECTED IN JULY, 2025.

AS PART OF THIS SURVEY, MERIDIAN HAS CONDUCTED FIELD SEARCHES FOR EVIDENCE AND MONUMENTATION. FOUND EVIDENCE AND MONUMENTATION IS REPRESENTED HEREON. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY IS NOTED BELOW. THERE MAY EXIST OTHER EVIDENCE, MONUMENTATION AND DOCUMENTS THAT COULD AFFECT THIS SURVEY. ANY NEW EVIDENCE, MONUMENTATION OR DOCUMENTS CONTRADICTORY TO THIS SURVEY SHOULD BE PRESENTED TO THE SURVEYOR FOR HIS REVIEW AND CONSIDERATION.

(1) LEHMAN SUBDIVISION: ENTRY NO. 1590842 IN BOOK S AT PAGE 59.
(2) EDGEWOOD CONDOMINIUMS CONVERSION: ENTRY NO. 10045011 IN BOOK 2007P AT PAGE 131.
(3) FAIRBOURNE STATION PHASE 1 SUBDIVISION: ENTRY NO. 11341968 IN BOOK 2012P AT PAGE 22.
(4) FAIRBOURNE STATION PHASE 3 SUBDIVISION: ENTRY NO. 12505229 IN BOOK 2017P AT PAGE 64.
(5) RECORD OF SURVEY PREPARED BY MERIDIAN ENGINEERING, INC.: SURVEY NO. S2021-02-0088.
(6) SALT LAKE COUNTY SURVEYOR'S AREA REFERENCE PLAT FOR SECTION 33, T.1S., R.1W., S.L.B.&M.
NOTE: ABOVE REFERENCED DOCUMENTS ARE SHOWN HEREON AS (#).

(M) BEARING AND/OR DISTANCE DATA TAKEN FROM FIELD MEASUREMENTS.
(C) BEARING AND/OR DISTANCE DATA TAKEN FROM FIELD MEASUREMENTS COUPLED WITH RECORD DATA.

SURVEYOR'S CERTIFICATE

I, TRAVIS R. WILLIAMS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING LICENSE NUMBER 13941945, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID LOTS AND PARCELS OF LAND INTO AN AMENDED LOT TOGETHER WITH EASEMENTS HEREAFTER TO BE KNOWN AS: "WEST VALLEY PROMENADE SUBDIVISION" AND THAT THE SAME HAS BEEN CORRECTLY MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT. RECORD OF SURVEY FILE NO. S2025-__-____.

PROFESSIONAL LAND SURVEYOR PLS NO. 13941945 08/12/2025 TRAVIS R. WILLIAMS STATE OF UTAH

TRAVIS R. WILLIAMS
PLS NO. 13941945
DATE OF PLAT: AUGUST 12, 2025

LEGAL DESCRIPTION

AN ENTIRE TRACT OF PROPERTY, WHICH INCLUDES ALL OF LOTS 34 THRU 44 AND A PORTION OF LOT 45 OF LEHMAN SUBDIVISION RECORDED AS ENTRY NO. 1590842 IN BOOK S AT PAGE 59 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SITUATE IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF SAID TRACT OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 34, SAID POINT IS ALSO IN THE EASTERLY RIGHT OF WAY LINE OF 3000 WEST STREET, SAID POINT IS 810.00 FEET S.00°00'20"W. ALONG THE SECTION LINE TO THE INTERSECTION OF SAID SECTION LINE AND THE MONUMENT LINE OF LEHMAN AVENUE AND 1039.97 FEET (1040.00 FEET BY RECORD) N.89°53'20"E. ALONG SAID MONUMENT LINE TO THE INTERSECTION OF SAID MONUMENT LINE OF LEHMAN AVENUE AND THE MONUMENT LINE OF 3000 WEST STREET AND 145.00 FEET S.00°00'20"W. ALONG SAID MONUMENT LINE OF 3000 WEST STREET TO THE INTERSECTION OF SAID MONUMENT LINE AND THE SOUTHERLY BOUNDARY LINE OF SAID LEHMAN SUBDIVISION AND 25.00 FEET N.89°53'20"E. ALONG SAID SOUTHERLY BOUNDARY LINE FROM THE NORTHWEST CORNER OF SAID SECTION 33 (NOTE: BASIS OF BEARING IS S.00°00'20"W. ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 33); AND RUNNING THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) N.00°00'20"E. 89.94 FEET TO THE BEGINNING OF A 25.11 FOOT RADIUS CURVE TO THE RIGHT AND 2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.39 FEET THROUGH A CENTRAL ANGLE OF 89°53'00"(NOTE: CHORD FOR SAID CURVE BEARS N.44°56'50"E. FOR A DISTANCE OF 35.47 FEET) TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE AND THE SOUTHERLY RIGHT OF WAY LINE OF LEHMAN AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N.89°53'20"E. 764.94 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN PERSONAL REPRESENTATIVE'S DEED IN FAVOR OF REDEVELOPMENT AGENCY OF WEST VALLEY CITY RECORDED AS ENTRY NO. 11050271 IN BOOK 9867 AT PAGE 4867 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT IS N.89°53'20"E. 5.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT 45; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID DESCRIBED PROPERTY AND ITS EXTENSION S.00°00'20"W. 150.00 FEET TO THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN WARRANTY DEED IN FAVOR OF REDEVELOPMENT AGENCY OF WEST VALLEY CITY RECORDED AS ENTRY NO. 11050272 IN BOOK 9867 AT PAGE 4869 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID DESCRIBED PROPERTY AND ITS EXTENSION S.89°53'20"W. 502.00 FEET TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN AFFIDAVIT RECORDED AS ENTRY NO. 11164942 IN BOOK 9917 AT PAGE 5027 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID DESCRIBED PROPERTY NORTH 35.00 FEET TO THE SOUTHEAST CORNER OF LOT 37 OF SAID LEHMAN SUBDIVISION; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LEHMAN SUBDIVISION S.89°53'20"W. 288.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ENTIRE TRACT OF PROPERTY CONTAINS 108,285 SQUARE FEET OR 2.49 ACRES IN AREA, MORE OR LESS. 1 LOT.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED IS THE OWNER OF THE ABOVE DESCRIBED PARCEL OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO A LOT TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS

WEST VALLEY PROMENADE SUBDIVISION

THE UNDERSIGNED OWNER HEREBY CONVEYS TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. WEST VALLEY CITY ALSO HEREBY VACATES AN EXISTING PUBLIC UTILITY EASEMENT AS SHOWN ON THIS PLAT.

DATED THIS _____ DAY OF _____ A.D. 2025.

IFO PILI, CHIEF EXECUTIVE OFFICER,
REDEVELOPMENT AGENCY OF WEST VALLEY CITY

KAREN LANG, MAYOR, WEST VALLEY CITY

ACKNOWLEDGMENT
(REDEVELOPMENT AGENCY OF WEST VALLEY CITY)

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS _____ DAY OF_____ , 2025, PERSONALLY APPEARED BEFORE ME IFO PILI, SIGNER OF THE HEREON OWNER'S DEDICATION, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE CHIEF EXECUTIVE OFFICER OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY AND THAT HE SIGNED THIS PLAT ENTITLED "WEST VALLEY PROMENADE SUBDIVISION" ON BEHALF OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, BY AUTHORITY OF A RESOLUTION OF THE REDEVELOPMENT AGENCY OF WEST VALLEY, AND SAID IFO PILI ACKNOWLEDGED TO ME THAT SAID REDEVELOPMENT AGENCY OF WEST VALLEY CITY EXECUTED THE SAME.

NOTARY PUBLIC NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY PUBLIC

ACKNOWLEDGMENT
(WEST VALLEY CITY)

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS _____ DAY OF_____ , 2025, PERSONALLY APPEARED BEFORE ME KAREN LANG, SIGNER OF THE HEREON OWNER'S DEDICATION, WHO BEING BY ME DULY SWORN, DID SAY THAT SHE IS THE MAYOR OF WEST VALLEY CITY AND THAT SHE SIGNED THIS PLAT ENTITLED "WEST VALLEY PROMENADE SUBDIVISION" ON BEHALF OF WEST VALLEY CITY, BY AUTHORITY OF THE WEST VALLEY CITY COUNCIL, AND SAID KAREN LANG ACKNOWLEDGED TO ME THAT SAID WEST VALLEY CITY EXECUTED THE SAME.

NOTARY PUBLIC NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY PUBLIC

OWNER:

REDEVELOPMENT AGENCY OF WEST VALLEY CITY
3600 SOUTH CONSTITUTION BLVD
WEST VALLEY CITY, UT 84150

WEST VALLEY PROMENADE SUBDIVISION
(AMENDING LOTS 34 THRU 44 AND A PORTION OF LOT 45 OF LEHMAN SUBDIVISION)
SITUATE IN THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH

COMP. FILE 25215 FINAL PLAT	PREPARED BY: MERIDIAN ENGINEERING, INC. 1628 WEST 11010 SOUTH, SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1315 FAX (801) 569-1319	SALT LAKE COUNTY HEALTH DEPARTMENT	WEST VALLEY CITY PLANNING COMMISSION	GRANGER-HUNTER IMPROVEMENT DISTRICT	WEST VALLEY CITY ENGINEERING DIVISION	CITY ATTORNEY	SALT LAKE COUNTY RECORDER	COMP. FILE 25215 FINAL PLAT
PROJECT NO. 25215		APPROVED THIS _____ DAY OF _____ A.D. 2025 BY THE SALT LAKE COUNTY HEALTH DEPARTMENT.	APPROVED THIS _____ DAY OF _____ A.D. 2025 BY THE WEST VALLEY CITY PLANNING COMMISSION.	APPROVED THIS _____ DAY OF _____ A.D. 2025 BY THE GRANGER-HUNTER IMPROVEMENT DISTRICT.	I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND HAVE FOUND IT TO BE CORRECT IN ACCORDANCE WITH INFORMATION ON FILE AND IS HEREBY APPROVED.	APPROVED THIS _____ DAY OF _____ A.D. 2025 BY THE WEST VALLEY CITY ATTORNEY.	RECORDED AND FILED AT THE REQUEST OF _____ RECORDED AS ENTRY NUMBER _____ DATE: _____ TIME: _____ BOOK: _____ PAGE: _____	PROJECT NO. 25215
SHEET NO. 1 OF 1		SALT LAKE COUNTY HEALTH DEPARTMENT _____ DATE	CHAIRMAN, WEST VALLEY CITY PLANNING COMMISSION _____ DATE	GRANGER-HUNTER IMPROVEMENT DISTRICT _____ PRINT NAME	WEST VALLEY CITY ENGINEER _____ DATE	WEST VALLEY CITY ATTORNEY	FEE $ _____ DEPUTY SALT LAKE COUNTY RECORDER	SHEET NO. 1 OF 1

West Valley City Issue Paper

City Council Review

Description: Professional Services Agreement for General Plan Update

Fiscal Impact: $285,375

Funding Source: Capital Projects

Account #: 45-9610-40750-75314-0000

Budget Opening Required: ☐

Issue:

A resolution authorizing the City to enter into a contract with Houseal Lavigne Associates, LLC to perform a comprehensive update of the City's General Plan.

Summary:

This resolution authorizes a contract with Houseal Lavigne Associates, LLC to perform a comprehensive update of the City's General Plan. The project will include an analysis of existing conditions within the City along with significant public input.

Background:

The City's last comprehensive update to the General Plan began in 2007 and was adopted in 2009. An update to the 2009 Plan began in 2013 and was adopted in 2015. Many changes have occurred in the City since the 2015 update. A few examples of these changes include major increases in housing values and rents, the construction of approximately 3,700 housing units, the completion of Mountain View Corridor, and the surge in remote work brought on by the COVID pandemic. The new General Plan will establish the City's vision for land use and development for the next 20 years.

The end product will include the following elements: Introduction and Context; Vision and Goals; Land Use and Development; Housing and Neighborhoods; Economic Development Plan; Transportation; Community Facilities, Infrastructure, and Public Services; Community Design and Aesthetics; and Implementation.

Recommendation:

City staff recommends approval of this resolution.

Department: Community Development
Submitted by: Steve Pastorik
Date: 10/6/2025

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HOUSEAL LAVIGNE ASSOCIATES, LLC.

WHEREAS, the City solicited proposals from qualified firms to provide assistance with a comprehensive General Plan update; and

WHEREAS, Houseal Lavigne Associates, LLC ("Houseal Lavigne") is a qualified firm willing to perform said professional services for the City; and

WHEREAS, a Professional Services Agreement (the "Agreement") has been prepared by and between the City and Houseal Lavigne setting forth the terms on which said services shall be rendered; 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 authorize the execution of said Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that Agreement is hereby approved, and that the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of said 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

PROFESSIONAL SERVICES AGREEMENT
GENERAL PLAN REVISION

THIS AGREEMENT is made this _____ day of _____, 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 Houseal Lavigne Associates, LLC (hereinafter, "Contractor"), an Illinois limited liability company, 188 W. Randolph St., Chicago, Illinois 60601. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City requires assistance to prepare a comprehensive update of the City's General Plan (the "Work"); and

WHEREAS, the City has determined that Contractor is a qualified firm to perform said Work; and

WHEREAS, the City desires to retain Contractor's expertise and professional services for the purposes described above;

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

AGREEMENT:

1. **Project Description.** Contractor will prepare a comprehensive update of the City's General Plan.

2. **Contractor's Services.** Contractor shall perform the Work as set forth in Exhibit A ("Scope of Work"). Contractor shall complete the Work no later than 20 months from the date of execution.

3. **Contractor's Responsibilities.** Contractor will provide all professional services necessary for the performance of the Work, including but not limited to consultation with other affected entities. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services necessary for the Work, whether or not those services are individually expressed in this Agreement. Contractor further agrees as follows:

   A. **Responsibility for Documents.** Notwithstanding any approval from the City of the documents prepared by Contractor pursuant to this Agreement, Contractor shall be solely responsible, as measured by the standard of care as defined herein, for review of documents submitted for (i) the technical accuracy and adequacy of such documents and (ii) the compliance of such documents and the improvements

described in such documents with all laws, ordinances, codes, regulations, rules, or other requirements of governmental authorities having jurisdiction over the Work.

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 compensate Contractor in an amount not to exceed $285,375.00. Compensation shall be paid within thirty days of the City's receipt of an invoice for work performed.

6. **Termination.** Either Party may terminate this Agreement for cause by giving the other Party written notice of the other Party's breach of this Agreement and by giving at least fifteen days to cure said breach, with a failure to cure resulting in termination of this Agreement. The City may also terminate this Agreement for convenience at any time by providing Contractor with written notice. If this Agreement is terminated for convenience, Contractor shall be paid for all work performed under this Agreement.

7. **Term.** Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution.

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:
Houseal Lavigne Associates, LLC
Attn: John Houseal
188 W. Randolph Street, Suite 200
Chicago, Illinois 60601

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 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. **Limitation of Liability of City for Document Review Services.** The City shall have no duty or responsibility to review plans submitted to Contractor for their accuracy or technical adequacy or compliance with applicable laws, codes, ordinances, or regulations. Contractor covenants and agrees not to bring any claim or assert any defense against the City for any alleged negligence or fault of the City in failing to discover errors or omissions in Contractor's review. Any defective documents prepared by Contractor or Contractor's consultants shall be promptly corrected at no cost to the City. The City's approval, acceptance, or use of, or payment for, all or any part of Contractor's services hereunder

shall in no way constitute any waiver of claims or acceptance of defective services, or alter Contractor's obligations or the City's rights hereunder.

13. 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 $3,000,000, 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 $1,000,000.

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 $3,000,000.

E. Professional Liability Insurance. In an amount not less than $3,000,000 per claim and $3,000,000 aggregate.

F. 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.

G. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

27. 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:

_____
City Recorder

HOUSEAL LAVIGNE ASSOCIATES, LLC

_____
By:
Its:

State of _____)
:ss
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ *[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 _____ *[title]*, of Houseal Lavigne Associates, 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 its members, and he/she acknowledged to me that said entity executed the same.

_____
Notary Public

EXHIBIT A

SCOPE OF WORK

Houseal Lavigne recognizes the importance of using the planning process to establish community consensus and foster a sense of stewardship for the new General Plan Update that will shape the community's future over the next 20 years. Our Scope of Work ensures that City staff, residents, business owners, key stakeholders, community leaders, and elected officials are engaged throughout the planning process, helping establish a visionary, purposeful, and implementable plan to guide West Valley City's future. Our process includes the development of plan recommendations and implementation strategies that are actionable, fiscally grounded, and rooted in citizen engagement.

Our proposed Scope of Work is carefully tailored to address all required chapters, identified issues, and City goals as stated in the RFP, in addition to other elements necessary to ensure a robust, responsive, and effective General Plan Update for West Valley City. Each Step of our proposed Scope of Work is presented in detail on the following pages.

With the exception of a water element and moderate income housing element which were recently completed by the City, all General Plan elements required by Utah law as of September 2025 will be addressed. If needed, we will pivot appropriately to address any change in state requirements for municipal general plans, subject to any necessary scope and budget amendments mutually agreed to by the City and Houseal Lavigne.

Step 1: Project Kick-off

To "kick-off" the planning process on the right foot, meetings will be conducted with key City staff, department heads, Planning Commission members, and City Council prior to undertaking other community outreach activities.

1a. Staff Coordination Call and Data Collection

The Project Team will host an initial coordination call with City staff to review the scope of work, project timeline, and key deliverables. As needed, check-in meetings with City staff will be held throughout the planning process to ensure a fluid communication process.

The Project Team will outline data needs including, but not limited to, GIS data regarding parcels, building footprints, existing land use, zoning districts and overlays, community facilities (including City-owned properties, schools, parks, etc.), traffic volumes, traffic signals, transit, bike routes and trails, etc.; City branding guidelines and photos; past plans and studies; and a list of service providers with contact information.

1b. Staff Kick-Off Meeting

A kick-off meeting will be held with the City staff assigned to the General Plan Update project. This first face- to-face meeting will allow us to review the project goals, scope, timeline, and deliverables. The Project Team will also address any outstanding data

needs and discuss next steps.

1c. Department Heads Meeting

Immediately following the kick-off meeting with City staff, the Project Team will host a meeting with representatives from other City departments. The General Plan Update will have bearing on a variety of City-wide policies and support from City departments will be essential to plan implementation. The Project Team will work with City staff to engage other department heads throughout the process to ensure that plan recommendations are meaningful and actionable for all City departments.

1d. Staff-led Study Area Tour

The Project Team will conduct a study area tour with City staff to learn more West Valley City's issues, recent projects, and development opportunities.

1e. Planning Commission and City Council Meeting – Project Kick-off Presentation

As the community's policy makers, it is important that the Planning Commission and City Council learn more about the General Plan Update process and have a chance to communicate and discuss their issues and concerns throughout the planning process. Before planning work begins, a project initiation meeting will be held with the Planning Commission and City Council to set the foundation for the planning process and review and discuss the overall direction and policy issues facing the community. The purpose of the project initiation meeting will be to: (a) review overall project objectives; (b) refine the work program for the project; and (c) establish a preliminary schedule for the project. The Planning Commission and City Council presentation will be immediately followed by a planning exercise to solicit the views of the members and City staff regarding their concerns and aspirations for West Valley City. This initial dialogue will inform our approach to the planning process and ensure that issues important to the City are identified on the front end. To support City Council updates/check-ins, we will provide city staff with the materials needed and can attend and participate with such updates if already on site for other scheduled/scoped activities.

Step 2: Upfront Public Engagement

Our approach to preparing the City's General Plan Update places a significant emphasis on community participation. The Project Team recognizes the importance of using the planning process to establish community consensus and foster a sense of stewardship for the General Plan Update. Our creative outreach techniques during the public input phase require that residents, business owners, elected officials, and stakeholders get involved throughout the planning process to help define issues, establish a vision, formulate ideas, and shape solutions.

Anticipating a high level of participation from an active and engaged community, our proposed outreach process for the General Plan Update includes both traditional (face-to-face) and innovative web-based activities to obtain the broadest levels of participation possible. This approach casts a wide net and fosters an environment for idea-sharing to generate excitement among residents, businesses, and visitors. Outreach summaries will be prepared for each public engagement activity.

2a. Communication and Engagement Plan

The Project Team will work with City staff to develop a multi-pronged communication and engagement plan to engage residents and stakeholders. It will emphasize using in-person and web-based tools and strategies such as community events, "Do-it-Yourself" community workshops, mailings, a web-based mapping tool, project website, and social media to cast a broad net to solicit feedback from the broadest swath of community members possible and on engaging hard to reach populations including incorporating the use of translators to ensure participation by non-English speaking stakeholders. The plan will employ different strategies at different stages to raise awareness and create a "buzz" around the project.

2b. Branding and Collateral

The Project Team will work with City staff to produce a recognizable project brand that will create continuity throughout the project and communicate its impact and importance. Branding will also be applied to email blasts and other electronically- and social media- shared collateral.

2c. Project Website

At the beginning of the project, the Project Team will design and host an interactive project website linked to the City's existing website. The Project Team are committed to using the internet to maximize the participation and communication between the City and its residents. The website will promote and popularize the planning process and will be used to post project schedules and meeting dates; display graphics, interactive maps, and draft documents; address frequently asked questions; host map.social; and provide an online community survey.

map.social (Online Map-Based Engagement Platform)

The project website will feature map.social, a web-based community issues mapping tool on the interactive project website. Developed by Houseal Lavigne, this tool allows users to identify, map, and comment on geographic areas of concern and valued City amenities. map.social simplifies the mapping process and familiarizes users with all areas of the City in a manner that is intuitive, interactive, and effective. Input from users allows us to create a composite map of West Valley City issues to assist with the establishment of General Plan Update goals and policies.

2d. Community Survey

The Project Team will work with the City's survey consultant to prepare a community survey for the residents and business owners of West Valley City to offer a community-wide opinion on a range of topics and issues. The survey can be hosted on or linked to from the Project Website. At the close of the survey response period, the Project Team will review and summarize results in the Existing Conditions Memo as a gauge of community issues and key themes.

2e. Key Stakeholder Interviews and Focus Groups (up to 16)

Key stakeholder interviews and focus group discussions allow us to gain insight into the community that the Project Team might otherwise not be able to obtain. Confidential

interviews/focus group discussions will be conducted to obtain additional information regarding local issues and opportunities. The Project Team will work with City staff and elected officials to identify those individuals or groups to be interviewed. The Project Team recommend a broad sampling of interviewees who may possess unique perspectives or special insights into the community. Interviewees could include selected property owners, new or lifelong residents, local business owners, school district officials, the City commissions, developers, HOA representatives, service providers, and relevant taxing bodies and government agencies. The interviews and focus group discussions will be conducted in person during scheduled visits related to other outreach events or via web meeting during a specific scheduled day for such activities.

2f. Business Community Workshop – Ensuring a "Business Friendly" Community

This workshop will be targeted specifically to business owners and managers, developers, and West Valley City's corporate citizens as an important stakeholder group. The purpose of the workshop is to establish a dialogue and obtain feedback from those members of the business community that have a unique insight and perspective, and whose assistance and involvement is crucial to the General Plan Update's ultimate success. The workshop will be scheduled to coincide with other in-person engagement activities and can be conducted in the early morning to minimize impacts on business owners or can be scheduled as part of a regular scheduled event where numerous property owners and business owners are typically in attendance.

2g. Community Workshop

The Project Team will work with City staff to host an exciting "all are welcome" community-wide kick-off event to get residents and stakeholders motivated to participate in the development of the plan. This event is intended to educate and inspire participants of all ages to get involved and take ownership of the process and the future of the City. The format will include a brief overview of the project and an engagement exercise that gives everyone a chance to share their thoughts about the future of West Valley City.

2h. DIY Kits

The Project Team will make DIY workshop kits available to City staff, as well as community groups (e.g., partner organizations, homeowners associations, places of worship, community organizations, neighborhood groups) throughout the City. DIY workshop kits allow City staff and residents to facilitate their own workshops and gather input from specific segments of the population that may not otherwise participate in more formal planning activities. City staff will play a key role in helping distribute DIY workshop materials to target groups and then provide summary information to the Project Team. DIY Workshops can either be conducted by staff or volunteers as in-person events or hosted online using a small group virtual event format such as Zoom or Microsoft Teams.

2i. Public Engagement Key Themes and Takeaways Summary

This step will conclude with a summary of key themes and takeaways from initial public engagement tools and events. This input will serve as the cornerstone of our consensus-building process and provide focus and direction for the subsequent General Plan

Update recommendations. The Public Engagement Key Themes and Takeaways Summary will be incorporated into the Existing Conditions Memo.

Step 3: Existing Conditions

The existing conditions assessment step will provide a foundational understanding of the issues and opportunities to be addressed in the General Plan Update.

3a. Existing Conditions Assessment

The existing conditions assessment will be based on issues and opportunities identified in outreach, past plans and studies, information provided by the City and partner agencies, feedback from community service providers, and field work conducted by the Project Team. We intend to move through this task efficiently, reserving project budget and resources for visioning, planning, and action.

Relevant Past Plans, Studies and Reports

This section will include an assessment of relevant past plans and policies to build on the City's previous and ongoing plans, initiatives, and projects. Plans will include but not limited to the General Plan (2015 and recent additions/updates), Parks Master Plan (in process), Station Area Plans, Moderate Income Housing Plan (2025), Active Transportation Plan, Major Street Plan (2025), Wasatch Front Regional Council's Regional Transportation Plan, and current zoning regulations and zoning map. As needed, coordination with current/on-going planning initiatives will be undertaken throughout the comprehensive planning process.

This review process will help determine recently adopted City projects and policies that should be reflected in the new General Plan Update. The Project Team will work with City staff to identify additional relevant local/regional plans and studies that should be used as baseline and/or inform the existing conditions assessment.

Demographic Profile

This section will include a demographic analysis of the West Valley City community that will include an analysis of trends in population, households, income, age, labor force, and employment. This task will be undertaken using available information from American Community Survey (ACS), Esri, and data provided by City staff.

Existing Land Use and Development

This section will include an inventory of existing land uses and development patterns in West Valley City using the City's GIS data, aerial imagery, and field work. It will also consider how local and regional trends might influence future development within the City and identify all vacant, undeveloped land, and land with aging and/or blighted development that is likely to redevelop over the next twenty years. Existing land use issues and opportunities will be presented and assessed in this section.

Current Zoning Ordinance and Development Regulations

This section will include a review of the City's current zoning and subdivision regulations to assess alignment with existing land use and anticipated growth areas.

Housing
The project team will build on the City's Moderate Income Housing Plan and inventory currently available housing stock and conditions, including moderate-income housing, to create a baseline for planning to meet the needs of future residents in accordance with recent amendments to state law regarding planning for housing.

Economic Development SWOT Analysis
The Project Team will prepare a summary of the current fiscal and market conditions of the City and assess West Valley City's economic development Strengths, Weaknesses, Opportunities and Threats (SWOT). This assessment will discuss the City's revenue structure and its impact on various land use types. It will provide an overview of baseline conditions, and more importantly, how those conditions influence the development in West Valley City in the future.

Transportation
This section will include an assessment of road, rail, sidewalk, and trail connectivity and capacity, including future transportation projects and how they may influence land use, current and future transit service, significant roadway corridors, and network modernization. The Project Team will collect data from local and regional sources to support a data-backed analysis of current and planned future transportation conditions by 2045. Fehr and Peers will build off their previous and ongoing work, including the 2020 West Valley City Active Transportation Plan and the Statewide Regional Roadway Grid Study. The transportation assessment shall collect data on and assess current policy, regulatory or guideline information; existing barriers to, through, and within the city; UDOT, UTA, and WFRC planning interests; and connecting transportation impacts of neighboring jurisdictions, including: Salt Lake City, South Salt Lake City, Taylorsville City, City of Kearns, Magna City, and Salt Lake County. The analysis will outline opportunities for future land use changes, safer and more extensive bicycle and pedestrian facilities, and current and desired complete streets policy to make streets viable places for all users including bicyclists, pedestrian, and transit users.

Community Facilities, Infrastructure, and Public Services (including parks and open space)
This section will include an inventory of community facilities and infrastructure including location, current capacity, and future needs. It will also assess public services including police, fire, health care, and public works including maintenance. To ensure information is up-to-date, the Project Team will prepare a questionnaire that will be sent to all service providers in West Valley City including, but not limited to police, fire, public works, school districts and service providers. In assessing parks, recreational facilities, and open space, it will build from the City's Parks Master Plan.

3b. Existing Conditions Memo
The Existing Conditions Memo will be based on issues and opportunities collected during outreach, information compiled after reviewing past plans and studies, information provided by the City and partner agencies, feedback from community

service providers, and field work conducted by the Project Team.
The Existing Conditions Memo is not intended to be a long-form report. The intent of this task is to develop a concise interim document for the purpose of establishing baseline understanding of the West Valley City community. We intend to move through this task efficiently, reserving project budget and resources for visioning, planning, and action.

3c. Staff Review – Review Existing Conditions

The Project Team will meet with City staff to review and discuss the Existing Conditions Memo. The Project Team will work to ensure that substantive comments provided by City staff are addressed before meeting with the public in the Plan Visioning phase. This meeting will be a conference call/screenshare with City staff.

Step 4: Plan Visioning

Based on previous steps in the planning process, we will prepare the vision statement, goals, and preliminary future land use plan.

4a. Community Visioning Workshop

The community visioning workshop will allow residents and stakeholders to tell us what they think, before plans and recommendations are crafted. The community visioning workshop will involve the Project Team, City staff, elected and appointed officials, Planning Commission members, and community stakeholders and residents.

The workshop will begin with a brief presentation providing an overview of the planning process, major themes and takeaways from the Public Engagement Key Themes and Takeaways Summary and the Existing Conditions Memo, and directions for the visioning exercise. Participants will then break out into small groups for a mapping exercise where they will put pen to paper and work to develop their "vision" for the future of the community. The workshop will conclude with general agreement regarding the community's issues and opportunities, key planning themes and principles, and projects and improvements that will be desirable in the future.

4b. Vision Statement and Goals

The General Plan Update needs to establish an overall "vision statement" for the future of West Valley City that can provide focus and direction with goals based on analysis and themes identified during community outreach. Following the community visioning workshop, the Project Team will summarize all feedback received during the previous steps of the planning process and prepare a vision statement for the West Valley City General Plan Update. The vision statement will be prepared using feedback from community visioning workshop, community outreach activities, and observations garnered from the Existing Conditions Memo.

The vision statement will include a separate economic development vision statement. As part of the task, the Project Team will develop goals to provide more specific focus and direction for planning recommendations, including for economic development.

4c. Preliminary Future Land Use Plan

Before the preparation of the draft General Plan Update begins in earnest, we will prepare the preliminary future land use plan outlining the expected recommendations for the General Plan Update. The preliminary future land use plan will provide recommendations for all land use areas in the City**,** including residential areas and neighborhoods, commercial/retail, Uptown, professional office and business, parks and recreation areas, open space, and public and semi-public uses. The purpose of this deliverable is to provide City staff with an opportunity to review and discuss the preliminary future land use plan before significant resources are spent drafting the General Plan Update. This deliverable, along with the vision and goals, will form the basis for the development of more detailed recommendations in the draft General Plan Update.

4d. Staff Review – Vision and Land Use

Staff and the Project Team will review the vision statement, goals, and preliminary future land use plan. Comments provided by City staff will be integrated into the revised deliverable. This meeting will be a conference call/screenshare with City staff.

Step 5: Draft General Plan Update

This step will entail the preparation of draft City-wide policies and recommendations for the core elements of the General Plan Update. The draft General Plan Update prepared in this step will reflect the revised vision statement, goals, and preliminary future land use plan developed in the previous step of the planning process.

5a. Draft General Plan Update

We will prepare the draft General Plan Update using input obtained during the previous steps of the project. The draft General Plan Update will be well-organized and user-friendly, highly illustrative, and visually compelling rather than being too heavy on narrative. Concise, well-written text will be combined with attractive and easy-to-understand maps, graphics, illustrations, and photos to effectively communicate the draft General Plan Update's policies and recommendations. The following sections will be developed as part of draft General Plan Update:

Introduction and Context

This section will include the introduction for the General Plan Update describing how to use it and how the Plan was created along with summarized components from the Existing Conditions Memo including the regional context and study area; concise summaries of relevant past plans, studies and reports; demographic profile snapshot; and abbreviated summaries of public engagement events and key themes and takeaways. This will be a concise section meant to set the foundation for the General Plan Update's polices and recommendations.

Vision and Goals

This section will include the revised Vision and Goals that will serve as a framework for decision-making, resource allocation, and policy development. This section will inform and integrate the following Plan sections to collectively achieve the community's vision

for the future.

Land Use and Development

This section will include policies and recommendations for all land use areas in the City and its planning area and provide justification for the future land use map designations. The land use and development plan will address residential neighborhoods, commercial areas, medical, open space, natural environment, and public and semi-public uses. This section will identify and address a range of land use topics such as desired development patterns, new growth areas, potential annexation opportunities, land use compatibility issues, commercial and mixed-use development, and conservation areas and the impacts of development patterns/land use on water conservation, infrastructure, and public safety. This element will include a statement of the projections for and standards of population density and building intensity for the various land use categories identified/suggested in the Plan.

Housing and Neighborhoods – Residential Areas

The Housing and Neighborhoods element will focus on neighborhood livability and will prioritize maintaining and improving the City's established and mature neighborhoods, promote housing diversity, and guide development and reinvestment to meet the current and future needs of West Valley City's residents. This element will also integrate findings and recommendations from existing neighborhood plans into the General Plan.

Economic Development Plan

The Economic Development Plan will be included as a chapter in the General Plan. It will provide an overall vision and goals for economic development and will provide recommendations to spur job growth, capital investment, diversify the City's economy, and increase the tax base. Building from the SWOT analysis conducted as part of the Existing Conditions Assessment it will recommend investments in infrastructure and workforce development and suggest incentives or financing tools to further the City's economic development goals and other actions to optimize city assets such as the Maverik Center, Stonebridge Golf Course, and Ridge Golf Course. Finally, it will provide recommendations to promote West Valley City to investors, tourists, and future employees and residents.

The Economic Development Plan will identify targeted industries to attract/retain and an explanation as to why the City should focus on these industries; identify specific action items the City should take to retain existing businesses, help existing businesses to grow, and attract new businesses; provide suggested actions to encourage the reutilization or redevelopment of vacant office buildings, and provide key performance indicators (KPIs).

Transportation

The Transportation element will expand on the work of previous plans and take into account the preferred future land use of the neighborhoods within West Valley City and supply recommendations for implementing multimodal best practices citywide. This analysis will be conducted to comply with the transportation elements of local and state

codes, including Utah Code Section 10-8-87 and Utah Code Section 10-9a- 403(2)(a). To ensure compliance with the relevant codes, Fehr & Peers will coordinate the transportation analysis with WFRC's regional plan. This analysis will include the locations and extent of existing and proposed transportation facilities, including roadways, public transit, and active transportation; consideration of land use components around major transit investment corridors, such as along the TRAX Green Line and the proposed Midvalley Connector (MVX) BRT route; relate the demographic projections and land use plans to the transportation network; and identify priority connections to overcome existing barriers to circulation, in response to new requirements from the 2025 Utah Legislative session.

Community Facilities, Infrastructure, and Public Services (including parks and recreation)

The Community Facilities, Infrastructure, and Public Services element will identify and provide policies and recommendations for community facilities, municipal services and infrastructure and intergovernmental coordination and cooperation with other service providers. The Project Team will identify, inventory and provide recommendations and policies for all community facilities and public services in the City including police, fire, the library, senior services, code enforcement, wastewater collection and treatment, stormwater, solid waste, power, and parks and recreation. The Project Team will coordinate with the Public Works Department, and utility providers to help plan for anticipated capital needs and include strategies that focus on infrastructure improvements to ensure future demands do not outpace the City's ability to extend services or expand infrastructure capacity based on land use plan recommendations. This element will integrate key findings and recommendations from West Valley City's current public service and infrastructure plans.

Community Design and Aesthetics

The Community Design Element will evaluate the City's current design standards and the components that help comprise West Valley City's sense of place and make recommendations for community design that will preserve and enhance the City's appearance, character, and livability of public and private spaces and buildings while keeping in mind affordability and sustainability.

Implementation

The General Plan Update will include a practical and actionable implementation strategy necessary to bring the Plan's goals, policies, and strategies to fruition. The implementation strategy will include general administration procedures, a list of potential funding sources, implementation methods, and potential zoning and regulatory actions (as needed).

5b. Staff Review – Draft General Plan Update

The draft General Plan Update will be delivered to City staff for review and comment. Appropriate revisions will be made prior to publishing the draft General Plan Update for public for review. This meeting will be a conference call/screenshare with City staff.

Step 6: Revised and Final General Plan Update

Based on the previous steps in the planning process, the draft and final version of the General Plan Update will be prepared for review, consideration, and adoption.

6a. Revised Draft General Plan Update Document

Based on feedback received in previous steps the Project Team will prepare the revised General Plan Update. The revised General Plan Update will be user-friendly, highly illustrative, and visually compelling.

Revised Implementation Strategy – Draft Action Matrix

The revised General Plan Update will include the draft Action Matrix that includes key implementation actions, priority improvement projects, short-, medium- and long-range strategies, and key partners. The Action Matrix will serve as a checklist to track implementation progress necessary to realize the vision and goals outlined in the General Plan Update.

Zoning Audit

We will review and assess the City's Zoning Ordinance to identify inconsistent policies and land use incompatibilities as part of the new General Plan Update. The Zoning Audit will include potential regulatory changes and procedures and zoning map revisions to be implemented after adopting the General Plan Update. The Zoning Audit can be incorporated into the Implementation chapter or be a standalone Memo. This is a critical first step in understanding what changes need to be made in the City's Zoning Ordinance to help implement the General Plan Update policies and recommendations through regulations.

6b. Staff Review – Revised Draft General Plan Update

The Project Team will submit the revised draft General Plan Update to City staff for internal review. Appropriate revisions will be made prior to the presentations to the Planning Commission and City Council.

6c. Final General Plan Update to Planning Commission – Public Hearing

The Project Team will present the final General Plan Update to the Planning Commission at a public hearing. Based on review and discussion, and public feedback during the public hearing, the final General Plan Update will be presented to City Council for adoption.

6d. Final General Plan Update to City Council – For Adoption

The Project Team will present the final General Plan Update to the City Council for consideration and adoption. Presentation materials that incorporate plan revisions will be provided to City staff to conduct any additional adoption meetings required by West Valley City.

6e. Final General Plan Update Document

Following the presentations to the Planning Commission and City Council, the Project Team will work with City staff to prepare the final General Plan Update document. The

Project Team will provide the Existing Conditions Memo and final General Plan Update in a Microsoft Word document format and an editable PDF format. The Project Team will provide survey data (excel or PDFs), outreach summaries (PDFs), and GIS data compiled during the planning process (geodatabase or shapefile). Completeness of GIS data will be dependent on several factors including the quality of GIS data provided by the City, direction provided by City staff during the project kick-off meeting, and the level of GIS work conducted by the Project Team during the planning project.

General Plan Update

- The City received 9 proposals to our RFP.
- Houseal Lavigne Associates, LLC and their partnering firms were selected largely due to their depth of experience in and out of Utah and their project approach.
- The contract amount is $285,375.

West Valley City Issue Paper

City Council Review

Description: Fire Probationary Period, URS Statement, Nepotism update, Parental Leave

Fiscal Impact: $0.00

Budget Opening Required: ☐

Issue: We would like to request to update Fire's probationary period to better reflect candidates going through the academy. During a recent URS Audit, we were requested to update our URS eligibility statement. We would like to include the HR Department within our existing Nepotism policy as to maintain the integrity of the department in all personnel matters. We would also like to propose a Parental Leave policy.

Summary: Over the past year, several policy updates have been developed and approved to advance for presentation to the City Council.

Background:

• Fire Department Probationary Period Extension

The Fire Department has proposed an extension from 12 months to up to 15 months of its probationary period to include the duration of the training academy. This change aligns the department's practices with those of the Police Department's 18-month probationary period, which already incorporates the academy period into its probationary time frame.

• Employee Nepotism Policy Update

Human Resources Department employees are being included as not being able to have relatives or household members employed by the city, to prevent conflicts of interest, maintain impartiality and integrity in all employee matters.

• Clarification of Tier 2 Classification Policy for Elected and Appointed Officials

A recent audit conducted by Utah Retirement Systems (URS) recommended greater clarity in the City's Tier 2 classification. In response, revisions have been made to better define Tier 2 status within the City's employment classification policy.

• Proposed Paid Parental Leave Policy

A new paid Parental Leave policy has been introduced to support employees during significant family events. The policy provides up to four weeks of fully paid leave for the birth, bonding, and care of a newborn, or for the placement, bonding, and care of a newly adopted child. This leave would run concurrently with the Family and Medical Leave Act (FMLA).

Recommendation: We would recommend approval of the proposed policies which will better reflect practices, clarify polices and maintain integrity of our processes. The parental leave better addresses our employees' family needs, which makes for more pleased employees and translates into more productivity and positivity in the workplace.

Department: Human Resources
Submitted by: Paula Melgar
Date: October 1, 2025

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN EXECUTIVE ORDER TO AMEND THE PERSONNEL POLICIES AND PROCEDURES MANUAL.

WHEREAS, pursuant to Title 3 of the West Valley City Municipal Code, the City Manager is authorized to issue an executive order amending personnel policies, subject to the advice and consent of the City Council; and

WHEREAS, updates to the City's Personnel Policies and Procedures Manual have been prepared to make technical corrections and to amend certain rules and regulations governing probationary periods, employee leave, and nepotism policies; 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 said updates.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the City Council consents to the issuance of an executive order by the City Manager making said updates to the Personnel Policies and Procedures Manual.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

MEMORANDUM

DATE: September 25, 2025
TO: Ifo Pili, City Manager
John Flores, Assistant City Manager
FROM: Paula Melgar, HR Director
RE: Personnel Policies and Procedures Proposed Changes

Policy Updates for City Council Consideration

Over the past year, several policy updates have been developed and approved to advance for presentation to the City Council. The following policies were identified as priorities requiring timely revision:

- **Fire Department Probationary Period Extension**
  The Fire Department has proposed an extension from 12 months to up to 15 months of its probationary period to include the duration of the training academy. This change aligns the department's practices with those of the Police Department's 18-month probationary period, which already incorporates the academy period into its probationary timeframe.

- **Employee Nepotism Policy Update**
  Human Resources Department employees are being included as not being able to have relatives or household members employed by the city, to prevent conflicts of interest, maintain impartiality and integrity in all employee matters.

- **Clarification of Tier 2 Classification Policy for Elected and Appointed Officials**
  A recent audit conducted by the Utah Retirement Systems (URS) recommended greater clarity in the City's Tier 2 classification. In response, revisions have been made to better define Tier 2 status within the City's employment classification policy.

- **Proposed Paid Parental Leave Policy**
  A new paid Parental Leave policy has been introduced to support employees during significant family events. The policy provides up to four weeks of fully paid leave for the birth, bonding, and care of a newborn, or for the placement, bonding, and care of a newly adopted child. This leave would run concurrently with the Family and Medical Leave Act (FMLA).

Part 2 Staffing Practices | West Valley City Personnel Policies and Procedures

IV Probation Period

The following policies shall govern Full-Time employees:

1. Policy: All Full-Time employees ~~in their first year of employment~~ serve an at-will probation period. The probation period or working test period is regarded as an integral part of the hiring process. During the probation period, the employee is trained, observed, and evaluated on their ability to perform the duties of the position.

2. Duration: An employee ~~is not considered to have completed the one-year probation period until written approval from the Department Head is filed with Human Resource, even if the anniversary date has passed. Any individual hired as a Police Officer to attend the Police Academy must serve at least an 18-month probation period.~~ does not officially complete the probationary period until their Department Head submits written approval to Human Resources, even if the employee's anniversary date has passed.

Any individual hired as a Firefighter to attend the Fire Academy must serve up to a 15-month probation period.

3. Termination: The department head may terminate an employee, with or without cause, at any time during the probation period, after consultation with the Human Resource Office.

4. Leave during Probation Period: Time spent on any paid or unpaid leave of absence may not be considered as part of the probation period.

5. Promotion during Probation Period: An employee who is serving a probation period may apply for and receive a promotion to another position within the city. Employees will continue to serve his/her one-year probation period, from the original hire date, as an "at-will" employee.

Part 2 Staffing Practices | West Valley City Personnel Policies and Procedures

II Employee Nepotism

B. Policies

1. As set forth in that statute, employees may not directly supervise relatives or household members.

2. Relatives or household members of the Mayor, City Council Members, the City Manager, Assistant City Manager, ~~or~~ any Department Head, or any Human Resources Department employees, shall not be employed by the City. An elected official's relatives or household member may not be employed unless they are already employed prior to the official taking office.

3. Relatives of Sworn Public Safety Employees may not also be employed in a Sworn position within the same department.

4. Relatives of benefited employees may not be employed in a benefited position within the same City division.

Part 3 Employment Classifications | West Valley City Personnel Policies and Procedures

I Employment Classification

A. City Officials: Elected officials and/or members of the City Council, Planning Commission members, Board of Adjustment members, and all other appointed commission, board, or committee members. Their status and compensation ~~is~~ are governed by the statutes, ordinances, resolutions, or executive orders which create and govern the position.

~~Since~~ Tier 2 elected officials are part-time employees, and therefore no statutory contributions are required. Tier 1 elected officials, those with URS service prior to July 1, 2011, may participate in the defined benefit plan or exempt from retirement coverage, once they meet the salary requirements outlined in the URS plan.

Tier 1 and Tier 2 full-time appointed positions are eligible to participate in applicable benefit programs. Tier 2 members of the Board of Adjustment, Planning Commission, Public Safety Review Board, and members of other city boards, commissions, or committees are ineligible to participate in applicable benefit programs due to the part-time or advisory nature of their roles, unless otherwise specified by governing statutes or ordinances.

Part 10 Employee Leaves | West Valley City Personnel Policies and Procedures

Part 10 Employee Leaves

I Attendance and Punctuality

II ADA Reasonable Accommodation

III Leaves with Pay

IV Leaves Without Pay

V Paid Time Off

V Paid Time Off –*Effective June 21, 2025*

VI Banked Sick Leave

VII Holidays

VIII Family Medical Leave (FMLA)

IX Short Term Disability Leave (STDL)

X Temporary Modified Duty

XI Military Leave

XII Funeral/Bereavement Leave

XIII Jury Duty

XIV Voting Leave

XV Lunch and Break Periods

XVI Administrative Leave

XVII Parental Leave Policy

XVII Parental Leave Policy

Purpose

This policy provides paid leave to employees for the birth of a child, bonding and caring for the newborn, bonding with an adopted child, and for bonding and caregiving related to surrogate birth.

The parental leave will run concurrently with FMLA, as applicable. The City of West Valley provides up

to four weeks of paid parental leave as outlined below.

1. Eligibility

Employees must meet the following criteria:

A. Have been employed by the City of West Valley and have successfully completed their probationary period.

B. Have worked at least 1,250 hours in the 12 consecutive months immediately preceding the start date of the requested leave.

C. Be a full-time employee - *an authorized position who works 30 hours or more per week and has successfully completed the probation period*. Part-time, contracted, temporary, seasonal employees, and interns are not eligible – *less than 30-hours per week within a 1-year measurement period*.

(Personnel Policies and Procedures – Part 3 – Employment Classification)

Specific Eligibility Criteria for Parental Leave:

- Must be a parent or intended parent through birth, adoption (excluding adoption of a spouse's child), or surrogacy, and if not the birthing parent, you must be the spouse, domestic partner (with valid affidavit), or intended parent.

2. Amount, Time Frame, and Duration of Paid Leave

A. Eligible employees will receive up to four weeks of paid parental leave per rolling year (to run concurrently with FMLA).

B. Paid parental leave is granted per birth, or adoption, not per child. Multiple births (e.g., twins or siblings) do not increase the up-to-four weeks total per rolling year.

C. If both parents are employees of the city, each is entitled to up to four weeks of paid parental leave.

D. Employees may use paid parental leave intermittently within first 3 months after the birth or adoption of the child.

3. Coordination with Other Policies

A. Parental leave will run concurrently with FMLA leave. Any leave taken under this policy will count toward the 12-week FMLA leave entitlement within a rolling 12-month period. Please refer to the Family and Medical Leave Policy for further details.

B. After paid parental leave is exhausted, the remaining FMLA leave, if applicable, will be covered using the employee's accrued leave. Once these leave balances are exhausted, any remaining time will be unpaid leave.

C. The City will maintain benefits for employees during their paid leave period as if they were taking other types of paid leave.

D. If an employee is on paid leave during administrative leave, the day will be recorded as paid leave. Administrative leave will not extend the bonding leave allotment.

4. Requests for Paid Leave

A. Employees must notify their Department Head and Human Resources (HR) at least 30 days in advance of the requested leave date. If the leave is unforeseeable, notice must be given as soon as possible.

B. Employees must complete and submit the required HR forms and provide necessary documentation, including medical verification.

EXECUTIVE ORDER NO. _____

FROM: **Ifo Pili, City Manager**

DATE: **October 2, 2025**

An Executive Order Amending the West Valley City Policies and Procedures Manual

WHEREAS, City staff has monitored and reviewed statue, case law, and practical application of the West Valley City Policies and Procedures Manual (the "Manual"); and

WHEREAS, it is necessary to amend and replace some policies and procedures within the Manual; and

WHEREAS, these policies and procedures have been updated and presented to me.

NOW, THEREFORE, I hereby order the following:

1. The West Valley City Policies and Procedures Manual is amended as shown in the attached PDF.

2. This Executive Order takes effect upon my signature and approval by the West Valley City Council.

DATED this _____ day of _____, 2025.

WEST VALLEY CITY

_____

Ifo Pili
City Manager

West Valley City Issue Paper

City Council Review

Description: Personal Protective Equipment (PPE)

Fiscal Impact: $ 39,189.60

Funding Source: Fire Department Budget

Account #: 10-6640-40450-00000-0000

Budget Opening Required: ☐

Issue:

Authorization to purchase new-hire personal protective equipment (PPE) also known as structural firefighting turnouts.

Summary:

The approval of this issue paper is to pay for the Innotex brand PPE for new hires.

Background:

West Valley City Fire Department has been purchasing the Innotex brand turnouts for the last three years. The local dealer for Innotex is Firefighter Supply Co and they do provide Metro Fire contract pricing. Typically, we are purchasing between 3-7 sets per academy, however this last new hire academy had 10 individuals causing us to cross the $30,000 purchase threshold. The estimated cost to outfit a new firefighter is $5,500. The bulk of this price is the cost of the firefighting jacket and pants. Funds for this purchase are in place within the fire department budget.

Recommendation:

Approve the purchase of nine sets of turnouts from Firefighter Supply Co.

Department: Fire Department
Submitted By: John Evans- Fire Chief
Date Submitted: 10/01/2025

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT FROM FIREFIGHTER SUPPLY CO.

WHEREAS, West Valley City wishes to purchase personal protective equipment for use by the Fire Department; and

WHEREAS, Firefighter Supply Co. has been awarded the Metro Fire contract to supply said equipment; and

WHEREAS, the price awarded to Firefighter Supply Co. is within price parameters and meets the City's needs; 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 purchase said equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase personal protective equipment from Firefighter Supply Co. for an amount not to exceed $39,189.60 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City

Jurisdictional Annex to the
Salt Lake County Hazard Mitigation Plan

Month 2025 | Draft X.X

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West Valley City Annex

To participate in this multi-jurisdictional hazard mitigation plan (MJHMP) update for Salt Lake County (SLCo), the governing body of West Valley City passed a formal resolution, a copy of which is maintained at the local government offices.

Planning Process Contact Information

Table 1 provides information on the point of contact during the updating of the MJHMP.

Table 1: Contact Information for West Valley City

Name	Contact Information
John Evans	**Phone**: 801.232.0337 **email:** John.evans@wvc-ut.gov

West Valley City has a fully integrated approach to hazard mitigation planning and program implementation. During the 2024 update process, the MJHMP participation roles in Table 2 were recorded

Table 2: Participant List for West Valley City

Name	Title	Jurisdiction
Karen Lang	Mayor	West Valley City
Ifo Pilli	City Manager	West Valley City
John Evans	Fire Chief and Emergency Manager	West Valley City
Eric Bunderson	City Attorney	West Valley City
John Flores	Asst. City Manager	West Valley City
Dan Johnson	Public Works Director	West Valley City
Steve Pastoric	Community Development Director	West Valley City
Jerry Thompson	Chief Building Official	West Valley City
Jaime Milano	EM Support Specialist	West Valley City
Eric Bunderson	Asst. Emergency Manager	West Valley City
Ken Cushing	Information Technology Director	West Valley City

Existing Plans and Resources

Table 3 lists the plans and resources available to the county.

Table 3: Existing Plans and Resources of West Valley City

Plan, Study, Report, or Technical Information	Is it available online?	If online, add the link here.	Is it on SharePoint? Or where can we access it?	Comments
West Valley Master Plan and land use	Yes	www.wvc-ut.gov		
General Plan	Yes	https://www.wvc-ut.gov/DocumentCenter/View/1865/General-Plan-2015-PDF		
Active Transportation Plan	Yes	https://www.wvc-ut.gov/DocumentCenter/View/15758/WVC_Active_Transportation_Final_Report_090220		
Moderate Income Housing Plan	Yes	https://www.wvc-ut.gov/DocumentCenter/View/10882/2016-Moderate-Income-Housing-Plan-PDF		

Jurisdiction Profile

Date of Incorporation

1980

Location and Description

West Valley City is approximately 35.4 square miles and is approximately 4,400 feet above sea level. Situated along the northwest side of the Salt Lake Valley, it is bordered by Salt Lake City to the east, Magna to the west, and Taylorsville and Kearns to the south. The Oquirrh Mountains rise to the west of the city while the Jordan River forms its eastern boundary.

Population

The 2022 American Community Survey 5-Year Estimate from the U.S. Census Bureau records the population of West Valley City's population as 134,466 people.

Demographics

Most of the 134,466 people are between the ages of 25 and 34, with a median age of 33.3; 69,219 are males (51.5%) and 65,247 are females (48.5%). English is the primary language in 57.1% of homes,, with 32.8% Spanish, other Indo-European languages 3.3%, Asian and Pacific Islander languages 4.5%, and 2.3% other languages.

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Brief History

The first pioneers, which included Joseph and Susanna Harker, settled “over Jordan” in 1848, followed by others who developed farming communities. Canals in the 19th century brought irrigation and further enabled settlement of the area. By the early 20th century, construction of roads, schools, and churches increased social life, which was centered around the Mormon meetinghouse.

The Granger–Hunter Improvement District was established in 1950 to provide water and sewer services, enabling new subdivisions and sparking a residential boom. This brought rapid growth to the area eventually leading to the Granger–Hunter Community Council in 1964. West Valley City was officially incorporated in 1980 and is now the second largest city in Utah.

Climate

West Valley City experiences a cold semi-arid climate with hot, dry summers and cold, wet winters (Dsa Köppen classification). Summer temperatures can surpass 90°F with winter temperatures ranging from 20°F to 30°F. West Valley City experiences significant precipitation, with snowfall ranging from 40 to 50 inches and rainfall of approximately 16 inches each year.

Public Services

As the second largest city in Utah, West Valley City can provide a wide range of services. The city operates a police department, fire and EMS services, public works, planning & zoning, community development, parks and recreation, and many other government services.

The city offers community members the opportunity to participate on city boards and committees, including Board of Adjustments, Clean and Beautiful Committee, Historical Preservation Commission, License Hearing Board, Planning Commission, Professional Standards Review Board, and Sister City Committee.

Governing Body

The governing body of West Valley City consists of a mayor and a seven-member city council. The city council serves as the city government, performing executive functions of different natures. Members of this governing body are elected by the people.

Development Trends

The population of West Valley City, as with the rest of the Wasatch Front, is expected to grow through 2030 and beyond. Currently, high-rise buildings are being built and there are still large areas of older homes. As development continues, more educational opportunities on remodeling and retrofitting should be presented for residents. Internal growth, potential annexation, and increases in density in some areas will impact the overall population of the city. The average population is expected to become increasingly older.

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Rapidly changing demographics and population growth will place different demands on aging housing stock. As West Valley City is approaching build-out in terms of raw land, these changes will raise important questions as to how the city grows, what is built, and where to invest resources and prepare for the future. Economic development has continued to be a priority for West Valley City's leaders. Business parks like Lake Park Corporate Center, West Ridge Commerce Park, Decker Lake Business District, and Metro Business Park include corporate headquarters, regional offices, and world-wide distribution centers for companies like Verizon Wireless, Frito Lay, Backcountry.com, United Parcel Service (UPS), and Discover Card. Economic development activities in the heart of the city include a complete redevelopment of Valley Fair Mall and an all-new transit oriented development, Fairbourne Station.

Jurisdiction-Specific Hazards and Risk

The Calculated Priority Risk Index (CPRI) is a comprehensive assessment tool for evaluating and prioritizing risks in a given context. It considers various factors, such as probability, impact, and urgency, to determine the level of risk associated with events or situations. The results for each hazard, including its risk factor (RF) value, are shown in Table 4. The results are based on the criteria in

Table 5 and the equation that follows it. The CPRI helps organizations and individuals make informed decisions about risk management and mitigation strategies. It provides a systematic approach to identifying and addressing potential issues, allowing for a more efficient allocation of resources and proactive risk prevention. With the CPRI, stakeholders can prioritize their focus on the most critical risks, leading to more effective risk management and, ultimately, better outcomes.

Table 4: Calculated Priority Risk Index Values for West Valley City

Type of Hazard Event	Probability of Future Events	Spatial Extent	Severity of Life/ Property Impact	Warning Time	Duration	Response Capacity	Risk Factor Value
Avalanche	1	1	1	1	1	1	1
Drought	4	4	2	1	4	1	2.8
Earthquake	3	4	4	4	3	2	3.4
Extreme Heat	4	4	3	1	3	1	3
Extreme Cold	4	4	2	1	3	1	2.7
Flooding	4	3	3	3	3	1	3.1
Landslide/Slope Failure	1	1	2	4	1	1	1.6
Radon	4	4	2	1	4	2	2.9
Heavy Rain	4	3	2	3	1	1	2.6
High Wind	4	3	3	3	2	1	3
Lightning	4	2	2	4	1	1	2.6
Severe Winter Weather	4	3	2	2	2	1	2.6
Tornado	2	2	3	4	1	2	2.4

Type of Hazard Event	Probability of Future Events	Spatial Extent	Severity of Life/ Property Impact	Warning Time	Duration	Response Capacity	Risk Factor Value
Wildfire	2	3	3	4	3	1	2.6
Dam Failure	1	1	1	2	2	1	1.2
Civil Disturbance	2	1	2	4	2	2	2.1
Cyberattack	2	3	3	4	3	2	2.7
Hazardous Materials Incident (Transportation & Fixed Facility)	3	1	2	4	1	1	2.2
Public Health Epidemic/ Pandemic	3	4	3	1	4	1	2.8
Terrorism	2	1	3	4	2	1	2.3

Table 5: Criteria for the Calculated Priority Risk Index

Risk Index Factor	Degree of Risk Level		Criteria	Factor Weight for Degree of Risk Level
Probability of Future Events	1	Unlikely	Less than 1 percent probability of occurrence in the next year or a recurrence interval of greater than every 100 years.	30%
	2	Occasional	1 to 10 percent probability of occurrence in the next year or a recurrence interval of 11 to 100 years.	
	3	Likely	11 to 90 percent probability of occurrence in the next year or a recurrence interval of 1 to 10 years.	
	4	Highly Likely	91 to 100 percent probability of occurrence in the next year or a recurrence interval of less than 1 year.	
Spatial Extent	1	Limited	Less than 10% of the planning area could be impacted.	10%
	2	Small	10%–25% of the planning area could be impacted	
	3	Significant	25%–50% of the planning area could be impacted.	
	4	Extensive	50%–100% of the planning area could be impacted.	
	1	Negligible	Less than 5% of the affected area's critical and non-critical facilities and structures are damaged/ destroyed. Only minor property damage and	30%

Risk Index Factor	Degree of Risk Level		Criteria	Factor Weight for Degree of Risk Level
Severity of Life/Property Impact			minimal disruption of life. Temporary shutdown of critical facilities.	
	2	Limited	More than 5% and less than 25% percent of property in the affected area is damaged/ destroyed. Complete shutdown of critical facilities for more than one day but less than one week.	
	3	Critical	More than 25% and less than 50% of property in the affected area is damaged/destroyed. Complete shutdown of critical facilities for over a week but less than one month.	
	4	Catastrophic	Over 50% of critical and non-critical facilities and infrastructures in the affected area are damaged/ destroyed. Complete shutdown of critical facilities for more than one month.	
Warning Time	1	Self-defined	More than 24 hours	10%
	2	Self-defined	12 to 24 hours.	
	3	Self-defined	6 to 12 hours.	
	4	Self-defined	Less than 6 hours.	
Duration	1	Brief	Up to 6 hours.	10%
	2	Intermediate	Up to one day.	
	3	Extended	Up to one week.	
	4	Prolonged	More than one week.	
Response Capacity	1	High	Significant resources and capability to respond to this kind of event; staff are trained, experienced, and ready.	10%
	2	Medium	Some resources and capability to respond to this kind of staff; some staff may be trained, experienced, and ready while others may need additional support.	
	3	Low	Limited resources and capability to respond to this kind of event; additional staff or staff training needed.	
	4	None	No resources and capability to respond to this kind of event; additional outside support would be required.	

RISK FACTOR (RF) EQUATION

RF Value = [(Probability x 0.30) + (Spatial Extent x 0.10) + (Severity of Life/Property Impact x 0.30) + (Warning Time x 0.10) + (Duration x 0.10) + (Response Capacity x 0.10)]

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Hazards with an RF value greater than or equal to 2.5 are considered high risk. Those with RF values of 2.0 to 2.4 are considered moderate risk hazards, and those with an RF value less than 2.0 are considered low risk. The highest possible RF value is 4.

Hazard Event History

Examining hazard event histories provides valuable insights to inform decision-making and help prioritize resources for risk prevention and response efforts. Per the Storm Events Database of the National Centers for Environmental Information, no significant hazard events have occurred in the West Valley planning area since the 2019 plan update.

National Flood Insurance Program Summary

West Valley City participates in the National Flood Insurance Program (NFIP). Table 6 and

Table 7 display statistics related to the NFIP. West Valley City does not participate in the Community Rating System (CRS).

Table 6: National Flood Insurance Program Status for West Valley City[1]

Initial FHBM Identified	Initial FIRM Identified	Current Effective Map Date	Adopted Date	Date Joined NFIP	Tribal
11/02/1983	05/01/1986	09/25/2009	2009	05/01/1986	No

Table 7: National Flood Insurance Overview for West Valley City

Community ID	Number of Losses	Total Net Payment	Active Policies	Total Coverage
490245	6	$5,903.28	107	$32,229,000

West Valley City has designated the City Engineer as the Floodplain Administrator. The current Flood Damage Prevention Ordinance was adopted on 10/10/2009. The current effective FIRM is dated 9/25/2009. The Building Inspections Division is responsible for issuing permits. Engineering reviews the plans, permits, and construction sites as a part of this process, including permits for construction in the Special Flood Hazard Area. Substantial damage/substantial improvement determinations are made through the permitting and construction inspection process.

Jurisdiction-Specific Vulnerabilities and Impacts

Table 8 provides information on the vulnerable assets in West Valley City, including its critical facilities, highlighting the city's vulnerability to identified hazards. It also describes the potential impacts on the community arising from those vulnerabilities. Impacts refer to the consequences or effects of each hazard on the assets. By understanding the risks associated with these assets, local authorities can develop

[1] FIRM = Flood Insurance Rate Map, FHBM = Flood Hazard Boundary Map

proactive strategies to mitigate vulnerabilities and ensure the safety and functionality of these important assets during hazard events. This data is invaluable for decision-making and prioritizing resources for emergency response and preparedness efforts, ultimately contributing to more effective risk management and greater resilience within the community.

Vulnerabilities in West Valley City include the population of 134,466, and critical facilities such as 1 emergency operations center (EOC), 6 fire stations, 1 hospital, 2 police stations, 35 schools. Major transportation routes include I-215, Bangerter Highway, Mountain View Corridor, Highway 201, 3500 South, and 4100 South. Recreation assets include West Valley Family Fitness Center, Redwood Recreation Center, Stonebridge Golf Club, Utah Cultural Celebration Center, Hunter Park, and Utah First Credit Union Amphitheater.

Table 8: Jurisdiction-Specific Vulnerabilities and Impacts in West Valley City

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
Avalanche	NA	There is no risk of avalanche in West Valley because the city does not have terrain or snow accumulations that pose a risk.
Drought	People	*Vulnerability:* All West Valley residents are vulnerable to drought due to concerns about water supply and public health. *Impacts:* Drought can limit water supply for drinking, cooking, cleaning, and other household uses. Drought can lead to decreased water quantity and quality, increasing the incidence of illness and/or disease. Drought also affects air quality due to increased dust.
	Structures	*Vulnerability:* Homes, businesses, and public facilities are vulnerable to water scarcity. *Impacts:* A lack of water can impact future development and landscaping. In addition, it can lead to increased costs for water. Water-reliant businesses, such as laundromats, restaurants, and car washes, may face higher costs or operational limitations due to water scarcity. Parks, public pools, and other recreational areas that rely on water may face closures or restricted operations due to reduced well water availability.
	Economic Assets	*Vulnerability:* Businesses may suffer losses due to drought conditions. *Impacts:* Prolonged drought may lead to water restrictions or increased costs for culinary water and irrigation water for landscaping. Drought conditions can affect the appeal of local outdoor attractions, reducing tourism and the revenue it generates for local businesses.
	Natural, Historic, and Cultural Resources	*Vulnerability:* Trees, parks, and the Jordan River are vulnerable to drought. *Impacts:* Drought can affect public health. Drought stresses trees and other vegetation, which may become more susceptible to disease and pests.
	Critical Facilities and Infrastructure	*Vulnerability:* Water supply systems, agriculture, and emergency services are susceptible to drought. *Impacts:* Reduced precipitation impacts water availability and crop yields. Fire departments may struggle with wildfire management due to limited resources. Public health facilities face water quality challenges

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		that affect drinking water and sanitation. Drought increases the risk of wildfire, threatening safety and property
	Community Activities	*Vulnerability:* Recreation and public events are vulnerable to drought. *Impacts:* Recreational spaces may struggle with maintenance, and households may encounter restrictions and costs for landscaping and pools. Parks and golf courses may experience deterioration in the health of vegetation and a decline in aesthetic appeal during drought. There may be decreased attendance at outdoor events.
Earthquake	People	*Vulnerability:* All West Valley residents are vulnerable to earthquakes. *Impacts:* People may be injured or killed by falling objects or collapsed structures. Many day-to-day activities, such as school and work, may be disrupted. Some people may be displaced from their homes. Those living in older buildings not up to seismic standards, families with young children, the elderly, and individuals with disabilities who may struggle to evacuate are vulnerable. Residents near fault lines, such as the West Valley Fault that traverses the city, and those in densely populated areas are also at higher risk. Furthermore, individuals lacking resources for disaster preparedness, such as emergency supplies and evacuation information, may find it difficult to respond effectively during an earthquake, thereby increasing their vulnerability. In addition, psychological effects, such as increased anxiety, can affect the community.
	Structures	*Vulnerability:* All structures in West Valley are vulnerable, including homes and businesses, particularly in high liquefaction zones. *Impacts:* Much of the northern and western areas of West Valley are in a high liquefaction potential zone. Structures in this area are more at risk of damage. Homes and businesses might sustain significant structural damage, posing safety risks. Shaking from a moderate to strong earthquake can damage walls, chimneys, and foundations. Damage may be extensive, and buildings may become unusable. Businesses may be forced to close, and residents may be displaced. Older buildings not built according to modern seismic codes, unreinforced masonry, and homes with inadequate foundations may be vulnerable. Many lack the retrofitting needed to withstand earthquakes, and those built on unstable soil or near fault lines are at higher risk. Large commercial buildings without flexible designs can sustain severe damage. Overall, outdated construction practices and poor site selection contribute to their vulnerability.
	Economic Assets	*Vulnerability:* Business and commerce are vulnerable to earthquakes. *Impacts:* The local economy, reliant on retail and services, could face significant disruptions during seismic events. Businesses will likely lose revenue and workers could be severely impacted by wage loss. Economic loss could be felt across the region. The sales tax base would be impacted by business losses. Repairs can lead to high costs, potential declines in property values, and disruptions to local businesses, ultimately impacting job availability and the overall economy.
	Natural, Historic, and	*Vulnerability:* Historic buildings and the Utah Cultural Celebration Center are vulnerable to earthquakes.

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Cultural Resources	*Impacts:* Historic structures and landmarks often lack modern seismic retrofitting, making them susceptible to damage. Cultural resources, including community centers, may also be at risk of damage, compromising their integrity and the heritage they represent.
	Critical Facilities and Infrastructure	*Vulnerability:* All critical facilities and infrastructure are vulnerable to earthquakes. *Impacts:* Fire and police stations, healthcare facilities, schools, and government buildings may be damaged by earthquakes and their services may be disrupted. Water supply networks, wastewater systems, power distribution networks, and communication systems are also vulnerable to damage from earthquakes and may be inoperable. Critical facilities and government services may not be able to operate until these systems are restored. Several major transportation routes in West Valley could be damaged, and numerous local roads could be damaged and impassable. Road closures may delay emergency response and the delivery of goods and materials as well as inhibit recovery.
	Community Activities	*Vulnerability:* Day-to-day activities, work, education, and community events may be canceled following an earthquake. *Impacts:* Response and recovery efforts may disrupt activities following an earthquake. A stronger magnitude earthquake will likely result in more extended disruptions and cancellations.
Extreme Heat	People	*Vulnerability:* All residents are vulnerable to extreme heat. Vulnerable populations may experience more extreme effects. Vulnerable populations during extreme heat include adults over 65, individuals with pre-existing health conditions, and young children, as they struggle to regulate body temperature. Socioeconomically disadvantaged individuals may lack access to cooling resources, while outdoor workers are at higher risk of heat-related illnesses due to physical labor without adequate hydration and rest. *Impacts:* Extreme heat can significantly affect public health, increasing the risk of heat-related illnesses, especially among vulnerable populations. Individuals without access to shade, air conditioning, and water are vulnerable to heat-related illnesses such as heat exhaustion, heat stroke, and dehydration. In addition, extreme temperatures worsen air quality by raising ozone levels, which poses respiratory risks. Extreme heat can hinder students' learning.
	Structures	*Vulnerability:* Extreme heat can be detrimental to homes, businesses, industry, and city-owned buildings. *Impacts:* Residential buildings with inadequate insulation and ventilation, and commercial buildings lacking reflective roofing and proper shading, may be vulnerable. Materials like metal and glass can amplify heat retention, while areas with limited green space typically experience higher temperatures. West Valley can experience urban heat island effects, which keep temperatures warmer even at night.

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Economic Assets	*Vulnerability:* Business may suffer losses due to extreme heat. *Impacts:* Agricultural operations can have reduced yields and higher water demand due to heat stress. The outdoor recreation industry may see decreased participation during heat waves, affecting local businesses that rely on visitors. Construction and other outdoor occupations may lose productivity during extreme heat.
	Natural, Historic, and Cultural Resources	*Vulnerability:* Parks and recreation are vulnerable to extreme heat. *Impacts:* Extreme heat can stress vegetation and wildlife in open spaces and parks, causing them to lose their appeal and see reduced use. Local plant species and wildlife habitats can suffer from drought conditions, leading to reduced biodiversity. Extreme heat can also contribute to the risk of wildfire. Historic buildings may degrade due to high temperatures, causing materials to deteriorate and paint to peel.
	Critical Facilities and Infrastructure	*Vulnerability:* City facilities, hospitals, and transportation systems are vulnerable to extreme heat. *Impacts:* Healthcare facilities may experience increased demand due to heat-related medical issues. Schools and other public buildings can suffer from the strain on cooling resources. Some facilities may see increased demand as residents seek out city facilities for relief from the heat. Transportation systems are at risk of damage, such as buckling roads and warped train tracks, which can cause significant disruptions on the many major roads that pass through West Valley. Power grids may be strained by higher demands for electricity for cooling, leading to potential outages.
	Community Activities	*Vulnerability:* Public events and recreational activities are vulnerable to extreme heat. *Impacts:* Activities like outdoor sports, fairs, and markets are vulnerable to extreme heat. These events can pose risks, particularly for participants such as youth athletes and elderly residents who may suffer from heat-related illnesses. Extreme heat may necessitate delays or cancellations of these activities.
Extreme Cold	People	*Vulnerability:* All West Valley residents are vulnerable to extreme cold. Some populations may face higher risk or more severe effects. *Impacts:* Below-freezing temperatures occur annually in West Valley. Individuals exposed to extreme cold can experience life-threatening health effects such as hypothermia and frostbite. The elderly face increased risks due to health issues and mobility challenges, while children may be susceptible if they lack proper winter clothing. Individuals experiencing homelessness or financial hardship often lack access to heated shelters and resources for protection against the cold. Those with pre-existing health conditions may experience worsening symptoms at low temperatures. Low-income residents may struggle with the increased costs of heating their homes.

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Structures	*Vulnerability:* Residential homes, commercial buildings, and unheated spaces like sheds may be vulnerable. *Impacts:* Homes with poor insulation or inadequately sealed windows and doors are prone to significant heat loss. Older buildings lacking modern energy efficiency standards may also suffer from freezing pipes and structural damage.
	Economic Assets	*Vulnerability:* Business are vulnerable to disruptions caused by extreme cold. *Impacts:* Businesses face increased heating costs. Agriculture, infrastructure, and energy-related businesses may be at risk. Agricultural operations, such as greenhouses and livestock farms, may experience crop and livestock losses, impacting revenue. Icy roads can disrupt transportation networks, affecting logistics and supply chains, while power lines risk outages from ice accumulation, impacting local businesses. Energy-intensive facilities may face higher operational costs due to increased heating needs.
	Natural, Historic, and Cultural Resources	*Vulnerability:* Open space, parks, vegetation, and wildlife are vulnerable to extreme cold. *Impacts:* Due to prolonged cold, local vegetation and wildlife habitats may suffer from plant stress and reduced food availability. This may affect the Jordan River riparian area. Historic structures, especially those not built for severe weather, can deteriorate from below-freezing temperatures and ice. Culturally significant sites, including monuments and public art, may also be damaged.
	Critical Facilities and Infrastructure	*Vulnerability:* City facilities and transportation systems are vulnerable to extreme cold. *Impacts:* Facilities are at risk of water failure or damage if pipes freeze or heating is not adequate. Water infrastructure can face frozen pipes and equipment failures. Icy conditions may increase accident risks on transportation infrastructure, and power generation facilities may struggle to meet heating demands. City resources may be strained to provide warming centers when Code Blue is in effect.
	Community Activities	*Vulnerability:* Community activities and recreation are vulnerable to extreme cold. *Impacts:* Youth sports, festivals, and outdoor markets are vulnerable to extreme cold. Harsh temperatures can deter participation, impacting community engagement. At-risk groups, such as the elderly and young children, face health risks like frostbite and hypothermia, further limiting outdoor involvement. In addition, poorly insulated buildings or inadequate heating in community centers can make gatherings uncomfortable.
Flooding (and Heavy Rain)	People	*Vulnerability:* Residents in flood zones near the Jordan River and unsheltered populations are vulnerable to flooding *Impacts:* Residents in flood zones are at risk of injury and may also be displaced from their homes. Flooding primarily affects residents in low-lying areas near rivers and streams, especially during heavy rainfall or snowmelt. In West Valley, flood zones are along the Jordan River, Coon Creek, and a few isolated low-lying areas. Public health may also be compromised due to waterborne diseases and stress-related issues. Individuals without reliable transportation may struggle to

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		evacuate quickly, while low-income families often lack resources for flood-prevention measures. The elderly and those with disabilities may face mobility challenges, increasing their risk during emergencies. Overall, factors such as geographic location, economic status, and physical ability contribute to the community's varying levels of vulnerability to flooding.
	Structures	*Vulnerability:* All structures in flood hazard zones are vulnerable to flooding. *Impacts:* Both residential and commercial structures are vulnerable to flooding, primarily those in low-lying areas or near the Jordan River. Flooding can cause costly water damage. Residential properties in floodplains and commercial buildings without proper drainage systems or flood-resistant designs face significant risks during heavy rain or snowmelt. Older structures may be more susceptible due to outdated construction standards.
	Economic Assets	*Vulnerability:* Businesses in flood zones are vulnerable to flooding. *Impacts:* Commercial properties, especially retail centers and warehouses near the Jordan River or low-lying areas, are at high risk during heavy rainfall. Structures and inventory can be damaged by flooding, causing lost revenue. Businesses may also be faced with declining property values or increased insurance costs. Public infrastructure, such as roads and utilities, may experience disruptions, which may further impair business operations.
	Natural, Historic, and Cultural Resources	*Vulnerability:* The Jordan River, open spaces, parks, and the Utah Cultural Celebration Center are vulnerable to flooding. *Impacts:* Natural areas like wetlands and streams are at risk of habitat destruction or damage from erosion. Cultural resources, such as parks and public spaces, can become unusable, affecting community events. The Utah Cultural Celebration Center is within the flood zone and could be damaged. Runoff may contain contaminants that affect water quality in the river.
	Critical Facilities and Infrastructure	*Vulnerability:* Three schools are in flood hazard zones, as are major roads such as Highway 201, 900 West, and 1700 West. *Impacts:* Flooding could affect major transportation routes. Damaged or blocked roads can disrupt emergency response and isolate communities. In addition, inadequate drainage systems and urban development encroaching on floodplains increase these risks.
	Community Activities	*Vulnerability:* Public events and recreation activities are vulnerable to flooding. *Impacts:* Outdoor events, sports, and farmers' markets are vulnerable to flooding. Parks and open spaces can quickly become inundated during heavy rainfall or rapid snowmelt. Events may be postponed or canceled.
Landslide	N/A	There is minimal risk in West Valley. The terrain is mostly flat, which presents little risk of landslides.
Radon	People	*Vulnerability:* Twenty-seven percent of homes tested in West Valley have dangerous levels of radon (utahradon.org). *Impacts:* Residents in homes with high levels of radon are at high risk of lung cancer. Homeowners in older buildings in areas with high

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		radon potential are most at risk. Families with young children or elderly members are especially at risk due to their increased sensitivity to health impacts. Many residents may not test for radon, making them unaware of dangerous levels. Increased awareness and public health initiatives are vital for protection.
	Structures	Vulnerabilities: Radon poses minimal impacts on structures, as it is primarily a health risk. *Impacts:* Although radon doesn't directly impact structures, the condition of structures contributes to radon levels that pose a risk to occupants. Structures with concrete slabs or basements are particularly vulnerable to radon exposure, as radon can seep in from the soil. Homes in areas with high uranium content are at greater risk, especially in older houses with inadequate ventilation. Cracks in floors and walls can allow radon to enter. Incorporating radon-resistant construction in new developments is also essential for safety.
	Economic Assets	*Vulnerability:* Home values are vulnerable to the presence of radon. *Impacts:* The presence of radon can lead to health issues, decrease property values, and complicate real estate transactions, impacting homeowners and investors alike.
	Natural, Historic, and Cultural Resources	There is minimal vulnerability of these resources to radon.
	Critical Facilities and Infrastructure	*Vulnerability:* Public buildings are vulnerable to radon exposure. *Impacts:* Schools in high-radon areas pose risks for children if they do not have proper ventilation. Healthcare facilities also are at risk, affecting both patients and staff. Other city buildings, such as fire and police stations, may have leaks in foundations that may expose employees to radon. Inadequate construction practices and a lack of awareness about radon risks often heighten vulnerability.
	Community Activities	*Vulnerability:* There is limited vulnerability of public events to radon. *Impacts:* Radon is a long-term exposure risk and hasn't typically affected day-to-day activities.
High Wind	People	*Vulnerability:* The entire population of West Valley City is vulnerable to high wind. Wind events occur over a large area and can impact the whole city as well as neighboring jurisdictions. *Impacts:* High wind can cause injuries if people are struck by blowing debris or falling tree limbs. The elderly may face mobility challenges that hinder their ability to seek shelter, while children might not fully grasp the dangers of severe weather. Individuals with disabilities or health issues may struggle to react quickly. Those living in mobile homes or poorly constructed houses are at greater risk of damage, as are people who work outdoors and may be exposed during sudden wind events.

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Structures	*Vulnerability:* All structures in West Valley City, including mobile home parks, are vulnerable to high wind. *Impacts:* High winds may down trees, damage roofs, and break windows. Structures can also be damaged by trees uprooted by high wind. Carports, sheds, fences, and accessory structures are easily damaged by high winds and can contribute to blowing debris. West Valley has 10 mobile/manufactured home communities that are at high risk due to their inability to withstand strong high winds and their insecure foundations. Single-story homes, commercial buildings, and agricultural facilities like barns may be at risk. Residential homes with large flat roofs or lightweight materials may struggle to withstand strong winds, while commercial buildings with extensive glass can suffer from breakage and structural damage. Agricultural structures often lack proper reinforcement, making them prone to collapse. The vulnerability of these buildings is heightened in open areas with no landscaping or natural windbreaks, which can help diffuse wind energy.
	Economic Assets	*Vulnerability*: Business operations are vulnerable to disruption from high wind events. *Impacts:* Commercial buildings, such as retail stores, might have large signage and awnings that can be damaged, leading to business interruptions. Businesses may not be able to conduct normal operations if power is out or roads are blocked by debris. Agricultural assets, such as greenhouses and livestock facilities, face risks from wind destruction, impacting crops and animals. Infrastructure, including power lines and roads, can be compromised, resulting in outages and disruptions. The vulnerability of these assets is largely due to construction quality, location, and the presence of loose materials that can become projectiles.
	Natural, Historic, and Cultural Resources	*Vulnerability:* Trees, open spaces, and parks are vulnerable to high winds. *Impacts:* Natural resources, like mature trees and agricultural lands, are vulnerable to high winds, which can cause uprooting and wind erosion. Historic structures also may be at risk if their materials are not resilient, potentially leading to damage or collapse. Cultural resources, such as outdoor art installations and community spaces, can be disrupted or damaged by strong winds. These vulnerabilities are primarily due to the structural integrity of the resources and their exposure to the elements.
	Critical Facilities and Infrastructure	*Vulnerability:* Power distribution systems, communication, and transportation infrastructure are vulnerable to high winds. *Impacts:* Utility infrastructure, such as power lines and communications towers, is at risk, potentially leading to outages. Bridges and overpasses may be compromised, and falling branches from nearby trees can pose hazards to property and access routes. This vulnerability stems from design limitations and the materials used.
	Community Activities	*Vulnerability:* Public events, sports, and recreational activities are vulnerable to high winds. *Impacts:* Outdoor events like festivals and sporting activities may involve injury from falling debris and damaged structures. Farmers'

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		markets and open-air concerts can also face challenges, as vendor tents can be uprooted. Events may be delayed or canceled. In addition, recreational activities in parks—such as picnics and playground use—become unsafe during high winds. The vulnerability of these activities stems from their outdoor settings, where structures and unattached items can easily be compromised, leading to safety risks and disruptions.
Lightning	People	*Vulnerability:* Lightning can occur anywhere in West Valley City, and all populations are vulnerable. People engaging in outdoor recreational activities are at increased risk. Unhoused populations are also at risk. *Impacts:* Lightning can cause severe injury or death. Outdoor enthusiasts, including athletes and golfers, are at risk during thunderstorms due to their exposure in open areas and may struggle to find shelter quickly. In addition, young children and the elderly are more vulnerable, as they may not be aware of the dangers of lightning or may be slower to seek protection. Those lacking access to warning systems or education on lightning safety are at further risk during severe weather.
	Structures	*Vulnerability:* All structures are vulnerable to lightning strikes. *Impacts:* Lightning can ignite fires or cause electrical damage from power surges. Due to their height and exposure, tall buildings, communications towers, and open-frame agricultural barns are particularly vulnerable to lightning strikes. Those with metallic components or inadequate grounding systems face increased risk because metal conducts electricity. In addition, residential homes near tall trees may be at risk if the trees are struck and energy is transferred to the structure.
	Economic Assets	*Vulnerability:* Business operations are vulnerable to disruption from lightning. *Impacts:* Local businesses may suffer if there is a prolonged power outage or lightning event. There are cascading events if lightning is coupled with heavy rain or high winds. Tall structures like communications towers and power lines are at high risk, as are agricultural buildings, such as barns and silos, which can suffer damage to stored crops and livestock. Commercial buildings with metal roofing or equipment may face electrical surges, disrupting operations. In addition, outdoor recreational areas that attract crowds are at risk during thunderstorms, posing dangers to infrastructure and public safety. Tourism and recreation industries experience an economic burden that includes increased insurance claims and repair costs.
	Natural, Historic, and Cultural Resources	*Vulnerability:* Trees and parks are vulnerable to lightning. *Impacts:* Mature trees in parks can attract lightning due to their height. Trees or playground equipment could be damaged. Historic buildings made of wood or flammable materials are at risk of igniting. Cultural resources, such as monuments and outdoor sculptures, can also be damaged by lightning. The risk increases in areas with frequent thunderstorms and dry conditions. Lightning can spark wildfires in nearby areas, threatening property and the environment.

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Critical Facilities and Infrastructure	*Vulnerability:* Power networks, communication networks, emergency response, and healthcare facilities are vulnerable to lightning. Communications towers, schools, hospitals, and power lines may be at risk. Communications towers attract lightning due to their height and metal structure. Schools and hospitals, as public gathering places, can be at risk if they do not have proper lightning protection systems. Power lines and substations are also susceptible, potentially causing power outages. Critical facilities may be disrupted if they lack power. Essential services could be disrupted if there are road closures or debris on the road from the lightning. Additionally, it may be difficult to help hospital patients if there are downed power lines or power disruptions.
	Community Activities	*Vulnerability:* Public events are vulnerable to lightning. *Impacts:* Outdoor recreational areas that attract crowds are at risk during thunderstorms, posing dangers to infrastructure and public safety. Events may be delayed or canceled. Sports practices, concerts, picnics, and festivals are particularly vulnerable to lightning strikes. Participants in these events often find themselves in open areas without adequate shelter and may be unprepared for sudden weather changes, leading to dangerous situations. Water-related activities, such as swimming and fishing, also increase risk due to water's conductivity.
Severe Winter Weather	People	*Vulnerability:* Severe winter weather can affect the entire city. All of West Valley City is potentially vulnerable to severe winter weather. *Impacts:* Unsheltered populations are vulnerable to exposure or hypothermia. Heavy snow, blizzards, and snow squalls happen frequently in the winter months. Snowy or icy conditions can lead to injuries from slips and falls. Elderly individuals may struggle with mobility and health issues, while young children lack the awareness needed to navigate severe weather safely. People with disabilities often depend on assistance that might not be available during storms. In addition, those without reliable transportation can become stranded, and low-income families in inadequate housing may lack resources for heating and snow removal.
	Structures	*Vulnerability:* Homes and businesses face some risk from severe winter weather, but significant damage is uncommon. *Impacts:* Flat-roofed buildings are prone to snow accumulation, risking roof collapse if not cleared. Older homes might have weakened roofs or inadequate insulation, making them susceptible to snow load and ice dams. Commercial buildings with large open spaces may face risks if their roofs do not meet snow load requirements. Temporary structures like tents are especially vulnerable, as they are not designed to handle heavy snow. Roof design, material quality, and the age of the building are key factors in how well a structure can withstand heavy snowfall.
	Economic Assets	*Vulnerability:* Business disruptions and increased costs to the city are vulnerabilities during severe winter weather. *Impacts:* Retail businesses can experience significant losses from decreased customer traffic and delayed shipments. Construction projects may face delays and increased costs. Transportation and

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		logistics companies are particularly impacted, as snow can hinder vehicle movement, leading to delivery delays. In addition, public services may struggle to maintain continuity during severe weather events. These conditions can lead to increased costs for businesses and the city for snow removal and have a substantial economic impact.
	Natural, Historic, and Cultural Resources	*Vulnerability:* Parks and open spaces are vulnerable to severe winter weather. *Impacts:* Natural resources like trees can break under heavy snow, which can cause damage in parks. Cultural resources, including public art and community spaces, face access issues during severe winter weather.
	Critical Facilities and Infrastructure	*Vulnerability:* Transportation, power, and communication systems are vulnerable to severe winter weather. *Impacts:* Transportation networks, like roads and bridges, can become impassable, hindering emergency responses. Transit lines may also face delays. Utilities, such as power and water supply systems, are at risk of disruptions from downed lines. Communications infrastructure can be damaged, impeding signals. These vulnerabilities stem from reliance on systems that may not be equipped to handle extreme winter weather.
	Community Activities	*Vulnerability:* Public events are vulnerable to severe winter weather. *Impacts:* Community gatherings may be at risk of delays or cancellations. Severe weather can lead to low attendance, travel delays, and access issues for essential services, such as emergency response and healthcare.
Tornado	People	*Vulnerability:* Any member of the West Valley City population could be affected by a tornado. Tornadoes are rare but could potentially occur anywhere in the city. *Impacts:* Residents are vulnerable to serious injury from blowing debris, uprooted trees or falling limbs, and structural collapse. Individuals living in mobile homes face higher risks, as these structures can be easily damaged. Those with limited mobility, such as the elderly and people with disabilities, may struggle to reach safety quickly. Families with young children might have difficulty ensuring everyone's safety during a warning. In addition, residents unfamiliar with tornado preparedness or without timely weather alerts are at greater risk.
	Structures	*Vulnerability:* Any structure near or on the path of a tornado is vulnerable. This could occur anywhere in West Valley City, and all buildings are vulnerable. Mobile homes face more severe damage. *Impacts:* West Valley has 10 mobile/manufactured home communities that are at high risk due to their inability to withstand strong winds and insecure foundations. Other homes and businesses could sustain heavy damage from a tornado, including roofs torn from homes, broken windows, and walls damaged or compromised. Single-story homes and those with flat roofs often lack the support needed to withstand high winds. Mobile homes are particularly at risk due to their light weight and insecure foundations. Older commercial buildings and large-span structures, such as warehouses, can have

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		roofs easily lifted by tornado winds. Overall, inadequate materials, poor design, and age increase the risk of damage from tornadoes.
	Economic Assets	*Vulnerability:* Businesses throughout the city are vulnerable to tornadoes. *Impacts:* Tornadoes can damage retail and commercial structures, warehouses, hotels, restaurants, and other businesses. Damage to power or communication systems can cause temporary business closures. Operational downtime and damage to structures and inventory may lead to lost revenue and potentially lost wages or layoffs. Roads and bridges can be compromised, disrupting transportation and service access.
	Natural, Historic, and Cultural Resources	*Vulnerability:* Parks and trees are vulnerable to tornadoes. Impacts. West Valley City's parks and open spaces could be severely damaged by tornado. Trees, playground equipment, and other outdoor features could be damaged.
	Critical Facilities and Infrastructure	*Vulnerability:* Fire and police stations, city facilities, hospitals, and utility systems are vulnerable to tornadoes. Any aboveground facilities in the path of the tornado could be affected. *Impacts:* Public safety buildings, schools, or other civic facilities may need emergency inspections or repairs and may be closed temporarily. Hospitals, schools, and emergency response centers are vulnerable to tornadoes due to their structural design and large open spaces that may not withstand high winds. Utilities like water treatment plants and power stations are also at risk, as damage to these facilities can disrupt essential services. In addition, any structures not built to modern codes might lack the reinforcements necessary to endure severe weather, increasing vulnerability for the facilities and surrounding communities.
	Community Activities	*Vulnerability:* Public events are vulnerable to tornadoes. *Impacts:* Outdoor festivals, sports events, and markets are vulnerable to tornadoes due to their open spaces and limited options to provide shelter. Temporary structures, such as tents, can be easily damaged by high winds. Schools and recreational facilities with large glass windows or weak roofs also face significant risks.
Wildfire	People	*Vulnerability:* A small portion of West Valley City is vulnerable to wildfire, primarily in open spaces near the Jordan River, along Highway 201, and in the far western section of the city between U-111 and Mountain View Corridor. Residents near these areas are at risk. *Impacts:* Residents near these areas may need to evacuate if a wildfire occurs. Individuals with physical disabilities or health issues who may struggle to evacuate, and low-income families lacking resources for fire safety measures, may be vulnerable. Older adults might have reduced mobility, making them more dependent on others for assistance. The entire valley could experience poor air quality and related health impacts from a wildfire in the region. Children, the elderly, and those with respiratory health problems are at higher risk for complications from poor air quality.
	Structures	*Vulnerability:* Homes and businesses near moderate wildfire risk zones are vulnerable.

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		Impacts: Most properties are not in dense vegetation, but those made of wood or near heavily vegetated areas may be vulnerable. Properties near the Wildland-Urban Interface are at higher risk due to surrounding flammable vegetation. Inadequate defensible space, such as insufficient clearing of dry grass and shrubs, increases susceptibility. Roofs made of combustible materials and buildings that lack fire-resistant features are particularly at risk during wildfire events.
	Economic Assets	*Vulnerability:* Business near open spaces are vulnerable to wildfire. *Impacts:* Properties near wildland areas are at high risk, especially if they lack defensible space and fire-resistant landscaping. Commercial assets, such as retail centers close to grassland or undeveloped regions, can suffer damage from flames and smoke, affecting the local economy. Agricultural lands also are susceptible, as wildfires can destroy crops and livestock, leading to financial losses. Vital infrastructure, such as power lines and water pipelines, can be disrupted, causing further economic repercussions. These vulnerabilities are heightened by dry conditions and high winds, which can facilitate the spread of fires. Outdoor recreation businesses, such as golf courses, could see fewer visits if air quality is poor.
	Natural, Historic, and Cultural Resources	*Vulnerability:* Vegetation, parks, and water quality are vulnerable to wildfires. *Impacts:* Natural resources like forests and grasslands are at risk because dry vegetation and accumulated brush can easily ignite. The increasing frequency of drought and extreme heat, exacerbated by climate change, heightens these vulnerabilities. Riparian vegetation and wildlife along the Jordan River could be affected. Erosion and runoff following a fire may degrade water quality in creeks and rivers.
	Critical Facilities and Infrastructure	*Vulnerability:* Power and emergency services are vulnerable to disruptions from wildfires. *Impacts:* No critical facilities were identified in areas at risk of wildfire. Fires elsewhere in the county could contribute to utility disruptions or outages. There may be increased demands on city facilities and services.
	Community Activities	*Vulnerability:* Public events are vulnerable to wildfires. *Impacts:* Recreational activities and outdoor events, such as festivals and sports, may experience risk, especially during hot, windy conditions. Outdoor events may be canceled due to wildfire smoke. In addition, landscaping with dry grasses and shrubs increases susceptibility during fire season, putting local infrastructure, such as schools and neighborhoods, at risk.
Dam Failure	N/A	No significant or high hazard dams are located in West Valley City, and no inundation boundaries from neighboring cities affect West Valley assets.
Civil Disturbance	People	Low-income individuals may lack the resources for safety, while the elderly or disabled may struggle to navigate emergencies. Young people, particularly teenagers, may be drawn into unrest, influenced by social dynamics. In addition, marginalized individuals may feel targeted or compelled to participate. A lack of community cohesion and trust in authorities can further heighten tensions.

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Structures	Government buildings, commercial properties, and infrastructure, such as bridges and transportation hubs may be vulnerable. Government buildings may be targeted for their symbolic authority, while retail stores can attract crowds during protests. Residential neighborhoods also can be affected, especially in areas with heightened tensions. The vulnerability of these structures stems from their visibility and importance to the community, combined with factors such as location and ongoing social issues.
	Economic Assets	Retail establishments, especially shopping centers, are at risk as they often become focal points for protests. Transportation systems can be disrupted by blockades, hindering access to services. Financial institutions may face vandalism or theft, while critical service providers, such as hospitals, could experience strain during unrest. Several economic assets are vulnerable to civil disturbances, primarily due to their visibility and reliance on foot traffic.
	Natural, Historic, and Cultural Resources	Parks and open spaces may suffer from vandalism or destruction during uncontrolled events. Historic sites can become targets, as they symbolize authority or cultural significance. Cultural resources, such as community centers and places of worship, also may be affected, as they play a vital role in community identity. Their vulnerability lies in the potential for damage during protests.
	Critical Facilities and Infrastructure	Governmental buildings, schools, and healthcare facilities may be at risk, since they often symbolize authority and serve as community hubs, making them targets during unrest. Utility infrastructure, such as water and power facilities, is also at risk of disruption. Its visibility and essential services contribute to its vulnerability during civil disturbances.
	Community Activities	Public demonstrations, parades, and local government meetings are particularly vulnerable to civil disturbances. These events often attract large crowds and can become tense, especially around contentious social or political issues. Factors such as the local demographic, economic conditions, and recent events can heighten these vulnerabilities, making it easier for conflicts to arise during passionate public gatherings.
Cyberattack	People	Older adults often lack familiarity with technology and online security, making them easy targets for phishing scams. Individuals engaging in online banking or shopping without strong security measures also face heightened risks. Families with children may be less vigilant about internet safety, allowing cybercriminals to exploit personal information. In addition, small business owners without robust cybersecurity practices are prime targets for attacks that can disrupt operations.
	Structures	Critical infrastructure, such as power plants, water treatment facilities, and transportation systems, often lack robust cybersecurity measures. Commercial businesses, especially financial institutions and healthcare providers, also are at risk due to weaker data protection and employee training. Educational institutions may be vulnerable because of limited funding for cybersecurity and outdated software. Obsolete technology and insufficient training enhance the susceptibility of these structures to cyber threats.

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Economic Assets	Financial institutions, such as banks and credit unions, are at risk of data theft and service disruption. Small and medium-sized businesses often lack robust cybersecurity measures, making them attractive targets. In addition, local government agencies and critical infrastructure, such as water treatment facilities, might have outdated security protocols, posing threats to public safety. The rise of remote work further exacerbates vulnerabilities, as employees accessing networks from home can unintentionally expose systems to risks. Overall, the combination of outdated technology and insufficient cybersecurity practices increases the vulnerability of an area's economic assets.
	Natural, Historic, and Cultural Resources	Natural resources like water management systems and wildlife databases can be compromised, disrupting ecosystems. Historic sites and museums that digitize collections are at risk of losing valuable artifacts and data. In addition, cultural organizations managing events may face threats if their systems lack adequate security. The limited resources of smaller organizations further increase this vulnerability
	Critical Facilities and Infrastructure	Energy and utility services, such as electricity and water systems, which often rely on outdated technology, may be vulnerable. Transportation infrastructure, such as traffic management and public transit, is also at risk due to networked systems. Healthcare facilities that use electronic records and connected medical devices face vulnerabilities that can compromise patient safety.
	Community Activities	Online registration for events, local government services, and educational programs that rely on digital tools may be targeted due to inadequate security measures, outdated software, and insufficient staff training.
Hazardous Materials Incident (Transporta-tion & Fixed Facility)	People	Individuals with pre-existing health conditions, such as respiratory issues, and the elderly are at higher risk due to their compromised health. Children also are more susceptible. Those living near industrial areas or transport routes for hazardous materials face increased exposure risk, while low-income families may lack resources and information to effectively prepare for incidents.
	Structures	Industrial facilities, such as manufacturing plants and warehouses, often store hazardous chemicals which may leak. Residential buildings, schools, and hospitals also are at risk, particularly if located along transportation routes for hazardous materials. Older buildings may lack modern safety features, increasing their vulnerability.
	Economic Assets	Industrial facilities, transportation infrastructure, and nearby commercial properties may be affected. Industrial facilities handling chemicals are at risk of spills or leaks, while roads and railways used for transporting hazardous materials can lead to accidents and contamination. In addition, nearby commercial and residential areas face potential health risks and economic losses.
	Natural, Historic, and Cultural Resources	Waterways and habitats are vulnerable to hazardous materials incidents, which can disrupt ecosystems. Historic sites and structures may suffer damage from toxic exposure, leading to degradation over time. In addition, cultural landmarks risk losing their significance due to contamination events. The proximity of these resources to industrial areas or transport routes exacerbates their risk.

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Critical Facilities and Infrastructure	Chemical manufacturing plants, waste treatment facilities, and transportation networks, such as highways and railroads may be at risk. Their vulnerability stems from factors such as proximity to residential areas, aging infrastructure, and inadequate safety measures. Natural hazards, such as flooding and earthquakes, can further increase risks by damaging containment systems.
	Community Activities	Local markets, school events, and outdoor gatherings are vulnerable to hazardous materials incidents if they are near industrial zones and transport corridors. This risk is heightened by inadequate emergency preparedness, lack of public awareness, and the potential for spills during transport. Large crowds at events can complicate evacuation efforts, increasing the risks for participants and nearby residents.
Public Health Epidemic/ Pandemic	People	Individuals with pre-existing health conditions like asthma and heart disease and adults over 65 may be vulnerable. Low-income families may struggle to access healthcare and vaccinations, increasing their risk. Marginalized communities with limited access to information and those living in high-density conditions also are at greater risk due to the rapid spread of diseases and the challenges in implementing preventive measures.
	Structures	Several structures are vulnerable to public health epidemics or pandemics, particularly due to their ability to facilitate the spread of disease. High-density residential areas, such as apartment complexes, are at risk, as close living quarters can lead to faster transmission. Public gathering spaces, such as schools and community centers, also pose significant threats because large groups are in confined spaces. Healthcare facilities can become hotspots for infections if infection control measures are insufficient. In addition, workplaces with high foot traffic, such as retail stores, contribute to vulnerability.
	Economic Assets	Small businesses in retail, hospitality, and food service are particularly vulnerable to public health epidemics or pandemics. These sectors face risks from fluctuating consumer demand and potential operational restrictions. The tourism industry also is affected, as travelers may avoid high-risk areas. Healthcare facilities can become overwhelmed, straining resources and impacting operations. In addition, local supply chains may experience disruptions, leading to shortages and inflation. Overall, the direct effects of illness, along with prolonged shutdowns and consumer hesitance, leave these economic assets exposed to significant downturns.
	Natural, Historic, and Cultural Resources	Natural resources like wildlife and ecosystems can be disrupted by increased human activity, raising the risk of zoonotic diseases. Historic sites may deteriorate due to reduced visitor access and funding, while cultural resources, such as community events, face cancelations, impacting social connections.
	Critical Facilities and Infrastructure	Public health epidemic or pandemic incidents can affect healthcare facilities, nursing homes, public transportation systems, schools, and food supply chains. Hospitals and clinics may become overwhelmed with patients, while vulnerable populations in nursing homes are at higher risk. Public transportation can facilitate the spread of disease, and schools gather large groups, thereby increasing transmission potential. These facilities often lack adequate resources, including

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		medical supplies and testing capabilities, making them more susceptible to the impacts of a health crisis.
	Community Activities	Large gatherings like festivals and sporting events can facilitate the rapid spread of diseases due to close contact. Public transportation also is at risk, as it serves many people in confined spaces. Schools and childcare facilities are particularly susceptible, given that children can easily transmit infections. In addition, food-related events, such as farmers' markets, can pose risks if hygiene practices are not followed. The interconnectedness of community members and varying adherence to health guidelines further exacerbate these vulnerabilities.
Terrorism	People	Young children and newcomers may lack awareness of potential threats, while the elderly and individuals with disabilities may struggle to respond quickly in emergencies. Marginalized communities often face bias, making them more susceptible to targeting. In addition, those with lower socioeconomic status may lack access to security measures and emergency preparedness resources.
	Structures	Government buildings, transportation hubs, commercial centers, and public spaces are particularly vulnerable to terrorism incidents. Government buildings are symbolic targets, while transportation hubs and commercial centers are attractive due to their potential for high casualties and crowd presence. Public spaces also are at risk due to their open nature and lack of security. Their vulnerability is heightened by inadequate security measures, high occupancy rates, and their locations in densely populated areas, which can amplify the impact of incidents.
	Economic Assets	Infrastructure, commercial establishments, and community facilities may be vulnerable. Critical infrastructure, such as transportation networks and power grids, could disrupt the economy if targeted. Commercial establishments, especially those with high foot traffic, and community facilities like schools and hospitals also are at risk, as they can provoke widespread concern and disruption. Their accessibility and interconnectivity increase vulnerability, meaning that damage to one asset can have a broader economic impact and hinder recovery efforts.
	Natural, Historic, and Cultural Resources	Natural resources like water supplies and parks could be targeted for their significance to the community. Historic sites and cultural resources, such as museums or community centers, also are at risk due to their accessibility and importance to local identity. Their vulnerability is often heightened by inadequate security measures.
	Critical Facilities and Infrastructure	Public transportation systems, healthcare facilities, schools, and utility services like water and power plants may be affected. Their vulnerability arises from high accessibility and the potential impact of an attack, as crowded transportation and public spaces can lead to mass casualties and panic. Attacking utility services could disrupt the city's essential functions, creating chaos.
	Community Activities	Festivals, parades, and sporting events are particularly vulnerable to terrorism incidents. These events attract large crowds, making it easier for perpetrators to inflict harm and instill fear. In addition, community centers and places of worship serve as social hubs, increasing their

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Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		risk. Factors such as limited security measures and open access to public spaces contribute to this vulnerability.

Hazards Not Profiled

Avalanche, Landslide/Slope Failure, and Dam Failure have been omitted from further discussion of hazard impacts and from mitigation actions. As shown in the hazard description in Volume 1, avalanche and landslide risk is primarily in the Wasatch and Oquirrh Mountains in Salt Lake County. West Valley City has mostly flat terrain and minimal risk of impacts from these hazards. Also, no high hazard dams or dam inundation boundaries are in West Valley City. No previous occurrences of avalanche, landslide, or dam failure have impacted West Valley City.

Jurisdiction-Specific Changes in Vulnerability

Hazard events can impact communities, infrastructures, and ecosystems. The severity of these impacts can be influenced by climate change, population patterns, and land use developments. Understanding these factors is crucial for West Valley City to develop a resilient community and minimize the impacts of hazards. Table 9 displays the unique changes within the community and the related effects on each identified hazard affecting West Valley City.

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Table 9: Jurisdiction-Specific Changes in Vulnerability in West Valley City

Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
Avalanche	N/A	N/A	N/A	N/A
Drought	Climate change affects drought incidents by altering precipitation patterns and increasing temperatures. Warmer weather can lead to longer dry periods and more severe droughts, while changes in rainfall can reduce snowpack in nearby mountains, crucial for summer water supply. Higher temperatures also increase evaporation rates, further straining local water resources.	Drought can significantly influence population patterns by impacting economic opportunities and the quality of life. Water scarcity often leads to reduced agricultural productivity, prompting residents to migrate to areas with more stable job prospects. Increased water costs can make living less affordable, driving some residents away. Conversely, efforts to address drought, such as sustainable development or improved water management, may attract newcomers, resulting in changes in the community's demographic composition over time.	Increased development of new commercial businesses, including the Valley Fair Mall, increases water demand in the city and increases the risk of drought.	Increased
Earthquake	Rising temperatures can lead to glacial melting, which affects pressure on tectonic plates and may trigger seismic activity through isostatic rebound. In addition, increased rainfall and flooding can erode soils, weakening structural integrity and heightening vulnerability during earthquakes. Although the direct links between climate change and earthquakes are still under investigation, environmental	Earthquakes can significantly alter population patterns by prompting residents to leave for safer areas after a seismic event. This migration can lead to changes in population density and attract new residents and businesses during the rebuilding process. The perception of the area as a safe place to live may shift, impacting long-term demographics, as some residents return to rebuild while others relocate permanently.	New development in West Valley City is exposed to earthquakes from active faults in the city. Although these developments are at risk, they are built to current codes that mitigate most of the risk.	Stayed the same

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Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
	effects may impact the region's seismic risk.			
Extreme Heat	Climate change significantly impacts extreme heat by increasing the frequency and intensity of heat waves. Rising global temperatures lead to longer and hotter summers, affecting residents and local infrastructure while heightening health risks, especially for vulnerable populations. Urban heat islands from reduced vegetation and extensive pavement further amplify these effects.	By causing residents to relocate due to damaged homes or safety concerns. Some may move to areas perceived as safer or seek better job opportunities elsewhere. The economic impact and infrastructure damage can also make certain neighborhoods less desirable, leading to shifts in demographics and the socioeconomic landscape as new residents with different backgrounds move in.	The high amount of development increases population and reduces vegetation, both of which can increase temperatures during extreme heat events.	Increased
Extreme Cold	By increasing the intensity of winter storms. Higher atmospheric temperatures allow for more moisture, resulting in heavier snowfall and potentially lower temperatures during these events. In addition, fluctuations in weather patterns may disrupt seasonal cycles, leading to unpredictable periods of extreme cold mixed with warmer spells.	By driving some residents to relocate to warmer areas. Harsh winters can hinder economic activities and deter new residents and businesses, influencing housing demand and the attractiveness of certain neighborhoods. This may disproportionately affect lower-income families, leading to changes in demographics and socioeconomic stratification in the community.	Increased growth of commercial and residential developments in West Valley City increases energy demand during extreme cold events, stressing the electrical grid.	Increased
Flooding	Higher temperatures increase the frequency and intensity of extreme weather events and alter precipitation patterns. They lead to more intense rainstorms and accelerated snowmelt from nearby mountains, raising water levels in	Flooding can significantly alter population patterns by displacing residents from affected areas, leading them to seek shelter elsewhere. This may cause a population decline where flooding occurs, as individuals might hesitate	No developments in West Valley City have been located in the special flood hazard area. Increased impervious surfaces due to development across Riverton could contribute to	Decreased

Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
	rivers and streams. This combination raises the risk of flooding, especially in areas with inadequate drainage and urban development in flood-prone zones, heightening the potential for damage to homes and infrastructure.	to return due to ongoing risks or property damage. As neighborhoods become less desirable, people may migrate to safer areas, changing demographic trends and putting pressure on housing in those regions. Over time, these shifts can influence urban planning and development, as local governments address flooding risks and changing population needs.	ponding and other pluvial flooding.	
Landslide/ Slope Failure	N/A	N/A	N/A	N/A
Radon	Climate change can affect radon levels by altering soil temperatures and moisture conditions. Higher temperatures may increase radon emissions from the ground, while heavy rainfall can change groundwater and soil saturation, impacting radon migration into buildings.	Radon exposure can influence population patterns as increased health awareness may drive families to move away from areas with high radon levels. This shift could particularly affect vulnerable groups, changing demographics and demand in the housing market. Homes with lower radon levels may become more sought after, and public health campaigns can encourage community action, making previously undesirable areas more attractive once mitigation measures are implemented.	Development in West Valley City has not led to increased risk of radon.	Same
Heavy Rain	Climate change increases the frequency and intensity of heavy rain, as higher temperatures allow the atmosphere to hold more moisture. This leads to stronger	Heavy rain can shift population patterns by pushing residents out of flood-prone areas and attracting them to safer neighborhoods. Frequent flooding may lead to	Increased impervious surfaces due to development across West Valley City could contribute to ponding and other types of pluvial flooding.	Increased

Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
	storms, flash flooding, and overwhelmed drainage systems.	evacuations and economic disruptions, prompting relocations. Over time, ongoing heavy rains can affect housing demand and community stability, altering the city's population distribution.		
High Wind	Climate change affects high winds by altering atmospheric patterns and increasing extreme weather events. Rising temperatures may lead to more substantial, unpredictable winds and more frequent thunderstorms, posing risks to infrastructure and air quality.	High winds can alter population patterns by making certain areas less desirable. Frequent damage may drive residents to safer neighborhoods, deter newcomers, and slow growth in affected regions.	Development in West Valley City has not increased the risk of high winds.	Increased
Lightning	Climate change increases temperatures and alters precipitation, leading to more intense thunderstorms and frequent lightning strikes. Urbanization can enhance this effect, posing risks to public safety and infrastructure.	Lightning can influence population patterns by causing property damage and wildfires, leading some residents to relocate. Areas with higher lightning activity may deter new residents, while safer locations could increase migration as people seek protection from severe weather.	Development in West Valley City, especially multistory developments, has slightly increased the risk of lightning strikes.	Increased
Severe Winter Weather	Climate change impacts heavy snow and blizzards by altering precipitation patterns. Higher temperatures can lead to more rain than snow, affecting snowpack levels—additionally, increased storm intensity results in heavier, more unpredictable snowfall.	Increased population equals an increased number of people needing to get to work and quicker snow removal. Heavy snow or blizzards can impact population patterns by influencing where people live and work. Transportation disruptions may lead residents to seek housing closer to jobs, increasing density in some areas while depopulating others.	With large development increases in West Valley City, the risk of damage and increased responsibility for severe winter storms has gone up. With new subdivisions, the city is responsible for plowing, rescues, and evacuations during heavy snow events.	Increased

Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
		Families might also avoid regions with frequent heavy snowfall, shifting demand to milder areas. Over time, these trends can alter community demographics and economic activity, prompting adjustments in city planning and resource allocation.		
Tornado	Climate change may increase the frequency and intensity of tornadoes. Higher temperatures lead to more moisture in the air, creating conditions for severe thunderstorms. Changes in wind patterns and precipitation can also heighten tornado risks, resulting in more destructive storms and greater threats to infrastructure and communities.	Tornadoes can influence population patterns by prompting residents to move to safer areas after damage occurs. This can decrease density in affected neighborhoods while increasing the demand for housing in safer regions. New residents may also move in for recovery opportunities, altering demographics. Over time, repeated tornado threats might push long-term residents to areas with better disaster preparedness, reshaping the city's population distribution.	West Valley City is not at high risk for tornadoes, but the increased development slightly raises the risk by building more structures in the city that could be damaged.	Increased
Wildfire	By raising temperatures and creating drier conditions, prolonged droughts lead to more dry vegetation, which serves as fuel for fires. Erratic seasons extend the growing period, while more lightning strikes can ignite wildfires. These factors heighten the threat to ecosystems and community safety.	Displaced individuals often seek safer areas, shifting demographics, while declining property values might deter newcomers. Conversely, some may be drawn to rebuilding efforts, impacting long-term growth and community dynamics.	Developments on the western side of the city, near the Oquirrh Mountains, are adjacent to high-risk wildfire areas and are at higher risk themselves.	Increased
Dam Failure	N/A	N/A	N/A	N/A

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Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
Civil Disturbance	Climate change can increase civil disturbances by intensifying environmental stresses and social tensions. Rising temperatures may lead to droughts, wildfires, and poor air quality, particularly affecting vulnerable communities. Resource scarcity, especially water, can spark conflicts and protests. In addition, an influx of migrants from harder-hit areas may strain local resources, further escalating tensions. This cycle of unrest is driven by the impacts of climate change on the environment and community dynamics.	By encouraging residents to move for safety, leading to outflows and new arrivals. These events can reveal social issues, impacting community dynamics, employment, and property values, ultimately reshaping demographics, and social cohesion.	Development in West Valley City has not increased the risk of civil disturbance.	Increased
Cyberattack	Possible attack on the industry, which is seen as producing large amounts of greenhouse gases and burning fossil fuels. Climate change can heighten cyberattack risk by increasing vulnerabilities during extreme weather. Disruptions like power outages offer cybercriminals opportunities, but focusing on emergency responses can weaken cybersecurity measures. As organizations adopt new technologies to cope with climate impacts, they may unintentionally introduce additional vulnerabilities.	Cyberattacks can change population patterns by eroding trust in essential services. Compromised systems may cause residents to leave due to safety concerns, while high-profile incidents can deter businesses, leading to job losses. This perception of vulnerability may also make the city less appealing to newcomers, resulting in demographic shifts and affecting local development.	Development in West Valley City has not increased the risk of cyberattack.	Increased

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Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
Hazardous Materials Incident (Transportation & Fixed Facility)	Climate change elevates the risk of hazardous materials incidents by increasing extreme weather events like heavy rain and wildfires. These events can breach storage tanks and heighten material volatility. Vulnerable infrastructure can lead to more spills or accidents, while climate shifts may also introduce new challenges for managing hazardous substances and public health.	By causing evacuations and temporary declines in density. In the long run, unsafe areas may deter new residents, affecting growth and diversity. In addition, negative perceptions can lower property values and economic prospects, leading families to relocate, which impacts local demographics.	Development in West Valley City has not increased the risk of a hazardous materials incident.	Increased
Public Health Epidemic/ Pandemic	By increasing the spread of vector-borne diseases and raising the risk of waterborne illnesses due to flooding or drought. Worsening air quality can also exacerbate respiratory conditions like asthma, especially in vulnerable populations.	By prompting migration for safety and better healthcare. Vulnerable groups may move to areas with improved services, while economic instability can drive people to seek new employment opportunities. In addition, restrictions like quarantine measures can limit movement and social interactions, reshaping the community's demographics and impacting local economies.	Development in West Valley City has not increased the risk of an epidemic/pandemic.	Increased
Terrorism	Terroristic activity is sometimes centered around climate change. Climate change impacts terrorism incidents by creating conditions of resource scarcity and social unrest. Increased competition for essential resources, such as water, can fuel tensions, making communities more vulnerable to extremist ideologies. Extreme weather events may disrupt social	Terrorism incidents can alter population patterns by instilling fear and prompting residents to relocate to perceived safer areas, resulting in demographic shifts and potential declines in property values. Some neighborhoods may see an outflow of residents, while others could experience an influx of people seeking refuge from violence. In addition, increased security	Development in West Valley City has not increased the risk of a terrorism incident.	Increased

Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
	order and infrastructure, offering terrorist groups opportunities to exploit crises. In addition, climate-driven population displacement can heighten tensions in receiving areas, raising the risk of domestic terrorism. Law enforcement's focus on climate-related challenges can also limit its capacity to address terrorism threats. Ultimately, while climate change may not directly cause terrorism, its effects can create an environment conducive to extremist activities.	measures may deter businesses and residents from certain locations, leading to long-term changes in population density and urban development patterns.		

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Additional Public Involvement

West Valley City provided several opportunities for public participation. Figure 1 is an example of public outreach.

Figure 1: Social Media Post for the Hazard Mitigation Survey

Plan Integration

Incorporating the underlying principles of the Hazard Mitigation Plan and its recommendations into other plans is a highly effective and low-cost way to expand their influence. All plan participants will use existing methods and programs to implement hazard mitigation actions where possible. As previously stated, mitigation is most successful when it is incorporated into the day-to-day functions and priorities of government and public service. This plan builds on the momentum developed through previous and related planning efforts and mitigation programs, and it recommends implementing actions where possible through these other program mechanisms. These existing mechanisms include the following:

- Regularity Capabilities
- Administrative Capabilities
- Fiscal Capabilities

Respective planning stakeholders will conduct implementation and incorporation into existing planning mechanisms and will be done through the routine actions of:

- Monitoring other planning/program agendas
- Attending other planning/program meetings
- Participating in other planning processes; and

- Monitoring community budget meetings for other community program opportunities.

The successful implementation of this plan will require constant and vigilant review of existing plans and programs for coordination and multi-objective opportunities that promote a safe, sustainable community. Regular efforts should be made to monitor the progress of mitigation actions implemented through other planning mechanisms. Where appropriate, priority actions should be incorporated into planning updates. Table 10 lists existing planning mechanisms in which the Hazard Mitigation Plan has been integrated. Table 11 lists the opportunities for integrating elements of this plan into other plans

Table 10: Previous Plan Integration by West Valley City

Plan	Description
Community Emergency Management Plan	Updated the new plan to align it with the county and surrounding cities. Part of the plan was for some education and response.
City Codes	Adoption of the latest code series allows for building construction to take into account hazards and mitigation efforts

Table 11: Opportunities for Integration with Future Plans of West Valley City

Plan	Description
Community Wildfire Protection Plan	This plan will have to be updated yearly. It outlines areas of the city which could be impacted by wildfire.
Evacuation Plans	This plan will assist the citizens in evacuations for all types of emergencies. The plan will be in coordination with county efforts.

Capability Assessment

Local mitigation capabilities are existing authorities, policies, programs, and resources that reduce hazard impacts or could help carry out hazard mitigation activities.

Planning and Regulatory Capabilities

Planning and regulatory capabilities are the plans, policies, codes, and ordinances that prevent and reduce the impacts of hazards.

Table 12: Assessment of the Planning Capabilities of West Valley City

Plan	Does it address hazards? (Y/N)	How can it be used to implement mitigation actions?	When was the last update? When is the next update?
General Plan	Y	Zoning for new developments	2025
Capital Improvement Plan	Y	We can provide funding for education and for matches to grants.	Yearly
Climate Change Adaptation Plan	Unknown	Unknown	Unknown

Plan	Does it address hazards? (Y/N)	How can it be used to implement mitigation actions?	When was the last update? When is the next update?
Community Wildfire Protection Plan	Y	We provide mitigation and training to areas in our city which are at risk.	2024
Economic Development Plan	Y	Planning for future of the city	Ongoing
Land Use Plan	Y	This is part of the general plan and is updated at the council's direction.	Ongoing
Local Emergency Operations Plan	Y	Provides the response and education for all hazards identified in the city	Yearly
Stormwater Management Plan	Y	Mitigation with flooding potentials and storm runoffs	Updated again in 2026
Transportation Plan	Y	We are currently looking at evacuation routes and planning	Will update in 2025
Substantial Damage Plan	Unknown	Unknown	Unknown
Other? (Describe)			

Table 13: Assessment of the Regulations and Ordinances of West Valley City

Regulation/Ordinance	Does it effectively reduce hazard impacts?	Is it adequately administered and enforced?	When was the last update? When is the next update?
Building Code	Yes; West Valley City adopted the 2021 International Building Code.	Yes by building and fire	Last code cycle 2023
Flood Insurance Rate Maps	Unknown	Unknown	Unknown
Floodplain Ordinance	Unknown	Unknown	Unknown
Subdivision Ordinance	Yes	Yes to ensure proper zoning and safety of the building	On going and with the general plan
Zoning Ordinance	Yes	Locations of all types of structures	Ongoing
Natural Hazard-Specific Ordinance (Stormwater, Steep Slope, Wildfire)	Yes	Wildfire and Storm water are the largest in this area.	2024
Acquisition of Land for Open Space and Public Recreation Use	Yes	The open space and planning for open space is part of the general plan and zoning	Ongoing

Regulation/Ordinance	Does it effectively reduce hazard impacts?	Is it adequately administered and enforced?	When was the last update? When is the next update?
Prohibition of Building in At-Risk Areas	Yes	The southwest portion of the city has limits on what can be built around the industry in the area	
Other? (Describe)			

Administrative and Technical Capabilities

Administrative and technical capabilities include staff and their skills. They also include tools that can help carry out mitigation actions.

Table 14: Assessment of the Administrative Capabilities of West Valley City

Administrative Capability	In Place? (Y/N)	Is staffing adequate?	Are staff trained on hazards and mitigation?	Is coordination between agencies and staff effective?
Chief Building Official	Y	Yes	Yes	Yes
Civil Engineer	Y	Yes	Yes	Yes
Community Planner	Y	Yes	Yes	Yes
Emergency Manager	Y	No	Yes	Yes
Floodplain Administrator	Y	No	Yes	Yes
Geographic Information System (GIS) Coordinator	Y	Yes	Yes	Yes
Planning Commission	Y	Yes	Yes with current zoning and general plan items	Yes
Fire Safe Council	N	N/A	N/A	N/A
CERT (Community Emergency Response Team)	Y	Yes can always have more	No	Yes
Active VOAD (Voluntary Agencies Active in Disasters)	Y	Unknown	Unknown	Unknown
Other? (Please describe.)				

Table 15: Assessment of the Technical Capabilities of West Valley City

Technical Capability	In Place? (Y/N)	How has it been used to assess/mitigate risk in the past?	How can it be used to assess/mitigate risk in the future?
Mitigation Grant Writing	N	Unknown	Unknown
Hazard Data and Information	Y	With the GIS mapping and zoning	Yes

Technical Capability	In Place? (Y/N)	How has it been used to assess/mitigate risk in the past?	How can it be used to assess/mitigate risk in the future?
GIS	Y	GIS function	Yes
Mutual Aid Agreements	Y	Yes used all the time	Yes
Other? (Please describe.)			

Financial Capabilities

Financial capabilities are the resources to fund mitigation actions. Talking about funding and financial capabilities is important to determine what kinds of projects are feasible, given their cost. Mitigation actions like outreach programs are lower cost and often use staff time and existing budgets. Other actions, such as earthquake retrofits, could require substantial funding from local, state, and federal partners. Partnerships, including those willing to donate land, supplies, in-kind matches, and cash, can be included.

Table 16: Assessment of the Financial Capabilities of West Valley City

Funding Resource	In Place? (Y/N)	Has it been used in the past and for what types of activities?	Could it be used to fund future mitigation actions?	Can it be used as the local cost match for a federal grant?
Capital Improvement Project Funding	Yes	Yes for staffing and for education	Yes	Yes
General Fund	Yes	Staffing and education	Yes	Yes
Hazard Mitigation Grant Program (HMGP/404)	Unknown	Unknown	Unknown	Unknown
Building Resilient Infrastructure & Communities (BRIC)	Unknown	Unknown	Unknown	Unknown
Flood Mitigation Assistance (FMA)	Unknown	Unknown	Unknown	Unknown
Public Assistance Mitigation (PA Mitigation/406)	Unknown	Unknown	Unknown	Unknown
Community Development Block Grant (CDBG)	Yes	Assisting with education	Yes	Yes
Natural Resources Conservation Services (NRCS) Programs	Unknown	Unknown	Unknown	Unknown
U.S. Army Corps (USACE) Programs	Unknown	Unknown	Unknown	Unknown
Property, Sales, Income, or Special Purpose Taxes	Unknown	Unknown	Unknown	Unknown

Funding Resource	In Place? (Y/N)	Has it been used in the past and for what types of activities?	Could it be used to fund future mitigation actions?	Can it be used as the local cost match for a federal grant?
Stormwater Utility Fee	Yes	Updating of the system to safely move water	Yes	Yes
Fees for Water, Sewer, Gas, or Electric Services	Unknown	Unknown	Unknown	Unknown
Impact Fees from New Development and Redevelopment	Yes	Facilities	Yes	Yes
General Obligation or Special Purpose Bonds	Unknown	Unknown	Unknown	Unknown
Federal-funded Programs (Please describe)	Unknown	Unknown	Unknown	Unknown
Private Sector or Nonprofit Programs	Unknown	Unknown	Unknown	Unknown
Other?				

Education and Outreach Capabilities

Education and outreach capabilities are programs and methods that could communicate about and encourage risk reduction. These programs may be run by a participant or a community-based partner. Partners, especially those who work with underserved communities, can help identify additional education and outreach capabilities.

Table 17: Assessment of the Education and Outreach Capabilities of West Valley City

Education and Outreach Capability	In Place? (Y/N)	Does it currently incorporate hazard mitigation?	Could it be used to support mitigation in the future?
Community Newsletter(s)	Y	We provide information in billing	yes
Hazard Awareness Campaigns (such as Firewise, Storm Ready, Severe Weather Awareness Week, School Programs)	Unknown	Unknown	yes
Public Meetings/Events (Please describe.)	Y	Provide education at city events and safety fairs	Yes
Emergency Management Listserv	Unknown	Unknown	Unknown
Local News	Y	Information as needed	Yes
Distributing Hard Copies of Notices (e.g., public libraries, door-to-door outreach)	Y	Information as Needed	Yes

Education and Outreach Capability	In Place? (Y/N)	Does it currently incorporate hazard mitigation?	Could it be used to support mitigation in the future?
Insurance Disclosures/Outreach	Unknown	Unknown	Unknown
Organizations that Represent, Advocate for, or Interact with Underserved and Vulnerable Communities (Please describe.)	Y	My Home Town Program	Yes
Social Media (Please describe.)	Yes	EM items of interest are put on the city website.	Yes
Other? (Please describe.)			

Opportunities to Expand and/or Improve Capabilities

Actions that can expand and improve existing authorities, plans, policies, and resources for mitigation include budgeting for mitigation actions, passing policies and procedures for mitigation actions, adopting and implementing stricter mitigation regulations, approving mitigation updates, and making additions to existing plans as new needs are recognized. Table 18 lists the opportunities for West Valley City.

Table 18: Opportunities to Expand and/or Improve the Capabilities of West Valley City

Capability	Opportunity to Expand and/or Improve
Planning and Regulation	The city just completed the wildfire plan and will update it on a yearly basis. Planning and regulations will constantly be looked at as code changes and changes to general plan and zoning regulations. New updates for the Stormwater Management Plan and Transportation Plan are projected in the next two years. Aligning these plans with hazard mitigation strategies will aid in citywide risk reduction.
Administrative and Technical	Floodplain management will have to be expanded. The city will also have to look at additional staffing in the city's Emergency Management division.
Financial	West Valley City will have to look at applying for the Building Resilience Infrastructure and Communities (BRIC) or replacement pre-disaster mitigation program to assist with mitigation activities in the city.
Education and Outreach	Public education will have to be enhanced to provide the latest and best possible information to the citizens. Information should be provided in multiple languages, such as Spanish. Education is an effective mitigation strategy as funding is limited.

Mitigation Strategy

Mitigation strategies provide proactive measures that are designed to minimize the impacts of hazards on West Valley City. Table 19 shows mitigation action alternatives, and

Table 20: Status of Prior Mitigation Actions of West Valley City

shows the status of previous mitigation activities. Table 21 is the 2025 mitigation action plan for West Valley City.

Table 19: Mitigation Action Alternatives for West Valley City

Action	Type of Action	Selected for inclusion in the plan?	If not selected, why not?
Enhance Public Education for emergency management	Education and Awareness Programs	Yes	
Apply for Building Resilient Infrastructure and Communities grant	Structure and Infrastructure Projects	Yes	
Update Comprehensive Emergency Management Plan	Local Plans and Regulations	Yes	
Provide new public education spots on website in Spanish	Education and Awareness Programs	Yes	
Continue with city plan on wetland mitigation	Natural Systems Protection	Yes	

Table 20: Status of Prior Mitigation Actions of West Valley City[2]

Action	Hazard(s)	Agency Lead	Support Agency(ies)	Status Update
Procure generators and hookups for publicly owned buildings and facilities assisting functional access needs populations.	All hazards	West Valley City EM	Public Works and assisted living facilities	Ongoing. Most buildings are complete; still have some buildings to go.
Conduct a Hazardous Flow Study	All hazards	West Valley City EM	Public Works	Ongoing
Conduct an inventory and assessment of communications equipment and systems and identify needs	All hazards	West Valley City EM		Completed. A communications plan and process for the mobile communications unit and EOC have been established.
Establish agreements to share communications equipment between agencies involved in emergency operations	All hazards	West Valley City EM and Communications		Ongoing. Still need to work on sharing with non-government organizations (NGOs).
Evaluate vulnerability of critical communications systems	All hazards	West Valley City EM and Communications		Completed

[2] CED = Community and Economic Development, EM = Emergency Management, IT = Information Technology, MIS = Management Information Systems (Department), NGO = nongovernmental organization, VECC = Salt Lake Valley Emergency Communications Center

Action	Hazard(s)	Agency Lead	Support Agency(ies)	Status Update
Establish a coordinating group to address long-term communication needs and implementation strategies	All hazards	West Valley City EM and Communications		Ongoing
Compile inventory of mutual aid agreements and memoranda of understanding (MOU) and identify deficiencies	All hazards	West Valley City EM		Ongoing. Still need NGO agreements.
Incorporate information about cascading effects of hazards in education programs	All hazards	West Valley City EM		Ongoing
Develop education programs including homeowners, developers, schools and people with special needs	All hazards	West Valley City EM		Ongoing
Implement water-saving devices and practices in public facilities	Drought	West Valley City EM and Public Works		Incomplete
Assist Cities with NFIP application	Flooding	West Valley City EM		Incomplete
Encourage Communities to actively participate in NFIP	Flooding	West Valley City EM		Ongoing
Identify and assess structures for deficiencies	Flooding	West Valley City EM and Public Works		Complete
Modify structures as needed to address deficiencies	Flooding	West Valley City EM and Public Works		Incomplete
Maintain contact with NWS before re-application in 2010	Severe Weather	West Valley City EM		Complete. We are in contact with the countywide system.
Conduct training and awareness activities on communications equipment, tools, and systems.	All hazards	West Valley City Fire and EM		Ongoing.
Establish notification capabilities and procedures for emergency personnel.	All hazards	West Valley City Fire and EM – Dispatch		Complete. We use Rave and other direct call systems.
Establish redundancy for dispatch centers and other critical communications systems.	All hazards	West Valley City MIS		Ongoing. In progress with the Salt Lake Valley Emergency

Action	Hazard(s)	Agency Lead	Support Agency(ies)	Status Update
				Communications Center (VECC).
Acquire, upgrade, and/or integrate communications equipment and systems as determined by coordinating group.	All hazards	West Valley City Fire/EMS		Ongoing We are still purchasing and mostly complete
Establish a coordinating group to address geographic data issues.	All hazards	West Valley City CED/MIS		Incomplete
Examine current data availability and sharing capabilities, evaluate needs, and identify shortcomings.	All hazards	West Valley City EM	IT, CED	Ongoing
Update and expand data on hazards, critical facilities, and critical infrastructure according to assessed needs.	All hazards	West Valley City Fire and EM		Ongoing. Will update every year.
Provide centralized access to geographic data to emergency planners and responders.	All hazards	West Valley City GIS		Ongoing. In progress with the new system.
Integrate existing hazard monitoring networks in emergency operations centers. Utilize sensors, such as weather stations, stream gauges, seismograph stations, road conditions, etc.	All hazards	West Valley City EM		Incomplete. Will have to work with outside agencies.
Identify and implement additional hazard monitoring capabilities.	All hazards	West Valley City EM	Fire	Ongoing.
Utilize GIS to identify facilities and infrastructure at risk.	All hazards	West Valley City MIS		Ongoing. Will change yearly.
Assess critical facilities for hazard exposure, structural weaknesses, power, communications and equipment resources and redundancy, and adequate emergency procedures.	All hazards	West Valley City EM		Ongoing. Will change yearly.
Pursue and implement needed mutual aid agreements.	All hazards	West Valley City EM		Ongoing. Still need to work on the NGO.

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Action	Hazard(s)	Agency Lead	Support Agency(ies)	Status Update
Provide education regarding all natural hazards through live trainings and web-based, print, and broadcast media.	All hazards	West Valley City EM		Ongoing
Utilize maps and similar products on City EM website and other media to educate public on areas at risk of hazards.	All hazards	West Valley City MIS		Ongoing. In progress with an entire program.
Continue to encourage water conservation, using outreach material from all water districts in the county.	Drought	Water Districts		Ongoing. Need to work with water companies; not complete.
Emergency Managers will coordinate with local water districts/public utilities to support ongoing conservation efforts.	Drought	West Valley City Public Works and West Valley City Education	Outside Water Districts	Incomplete.
Identify structures at risk of earthquake damage.	Earthquake	West Valley City EM	GIS	Ongoing. Additional analysis is needed.
Research feasibility of an incentive program for retrofitting privately owned buildings, particularly unreinforced masonry.	Earthquake	West Valley City EM		Incomplete.
Complete seismic rehabilitation/retrofitting projects of public buildings at risk.	Earthquake	West Valley City EM		Ongoing. We have completed three fire stations; still working on other facilities.
Provide educational materials to unreinforced masonry home and business owners.	Earthquake	West Valley City EM		Ongoing. Done yearly.
Determine potential flood impacts and identify areas in need of additional flood control structures.	Flooding	West Valley City Public Works and West Valley City Planning		Complete but carrying forward to consider changes and new developments.
Address identified problems through construction of debris basins, flood retention ponds, energy dissipaters or other flood control structures.	Flooding	West Valley City Public Works		Ongoing

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Action	Hazard(s)	Agency Lead	Support Agency(ies)	Status Update
Establish maintenance and repair programs to remove debris, improve resistance and otherwise maintain effectiveness of stormwater and flood control systems.	Flooding	West Valley City Public Works		Ongoing
Maintain Hazardous Weather Operations Plan according to StormReady requirements.	Severe Weather	West Valley City EM		Ongoing
Assist NWS in making other agencies and departments aware of available resources.	Severe Weather	West Valley City EM		Ongoing
Work with the NWS to develop large event venue weather safety and evacuation procedures.	Severe Weather	West Valley City EM		Ongoing. We do this for events, but more work is needed.

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Table 21: 2025 Mitigation Action Plan for West Valley City[3]

#	Action	Hazard(s)	Lead Agency	Potential Partners	Benefits (Losses Avoided)	Cost Estimate	Funding Source(s)	Timeframe	Priority	Comments
1	Update equipment for the response.	Civil Disturbance	West Valley City Police	West Valley City EM	Be better prepared for responses to civil disturbances to avoid losses to property and life.	Medium	SHSP grant	Short term	High	
2	Retrofit of structure which are vulnerable	Earthquake	West Valley City EM	SLCo EM, SLCo, UDEM	Lessens the damage to structures.	High	BRIC, PDM, WVC General Fund, Capital Project Fund	Long term		
3	Provide upgrades to detection equipment	Hazardous Materials Incident	West Valley City Fire Department	West Valley City EM	Increases accuracy, safety, and emergency response effectiveness.	Medium	WVC General Fund	Short term	Medium	
4	Provide for evacuation routing and mass notifications to residents	Severe Winter Weather – Heavy Snow, Blizzard	West Valley City EM	SLCo EM	Ensures residents receive timely guidance to safely evacuate and remain informed during severe winter weather, thereby reducing risk and enhancing community preparedness.	Medium	WVC General Fund	Medium	Medium	
5	Update of information technology infrastructure	Terrorism (including cyberattacks)	West Valley City Information Technology Department		Strengthens defenses against cyberattacks, protects critical systems and data, and ensures operational continuity amid terrorism threats.	Medium	WVC General Fund	Medium	High	
6	Procure generators and hookups for publicly owned buildings and facilities assisting functional access needs populations.	Flood, Earthquake, Heavy Rain, High Wind, Lightning, Tornado, Severe Winter Weather	West Valley EM	SLCo EM	Ensures critical facilities and facilities with life-sustaining systems remain operational if hazards interrupt power systems.	Medium	WVC General Fund, Private funds	Medium	Medium	
7	Conduct a Hazardous Flow Study.	Hazardous Materials	West Valley City EM	West Valley City Fire Dept.	Better understand the nature of products traveling through West Valley and vulnerabilities associated with them.	Medium	WVC General Fund	Medium	Medium	
8	Establish agreements to share communications equipment between agencies involved in emergency operations.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City EM	SLCo EM, other jurisdictions' fire and police communications staff	Ensures effective resource availability, streamlined coordination, and faster response for a wide range of natural and human-caused hazards.	Low	WVC General Fund	Ongoing	Medium	Working with Salt Lake County

[3] BRIC = Building Resilient Infrastructure and Communities, CED = Community and Economic Development, EM = Emergency Management, EMS = Emergency Medical Services, GIS = Geographic Information Systems, NWS = National Weather Service, MIS = Management Information Systems (Department), MIS = Management Information Systems (Department), PDM = Pre-Disaster Mitigation, SHSP = State Homeland Security Program, SLCo EM = Salt Lake County Emergency Management, UDEM = Utah Division of Emergency Management, UDOT = Utah Department of Transportation, UGS = Utah Geological Survey, USGS = United States Geological Survey, UUSS = University of Utah Seismograph Stations, VECC = Salt Lake Valley Emergency Communications Center, WVC = West Valley City

#	Action	Hazard(s)	Lead Agency	Potential Partners	Benefits (Losses Avoided)	Cost Estimate	Funding Source(s)	Timeframe	Priority	Comments
9	Establish a coordinating group to address long-term communications needs and implementation strategies.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused hazards.	West Valley City EM	SLCo EM, other local jurisdictions, Communications	Ensures enhanced preparedness across diverse hazards.	Low	WVC General Fund	Ongoing	Medium	Working with city Communications group for this
10	Compile inventory of mutual aid agreements and memoranda of understanding (MOUs) and identify deficiencies.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused hazards.	West Valley City EM	SLCo EM, local jurisdictions	Ensures more efficient collaboration during a range of natural and human-caused hazards.	Low	WVC General Fund	Ongoing	Medium	Completed all Fire and EMS. Working with Public Works and Police now.
11	Incorporate information about cascading effects of hazards in education programs.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused hazards.	West Valley City EM	SLCo EM	Increases awareness, enhances preparedness, and improves response strategies for interconnected emergencies.	Low	WVC General Fund	Ongoing	Medium	Working with city to have continual education
12	Develop education programs to target specific groups, including homeowners, schools, community-based organizations, and vulnerable populations.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused hazards.	West Valley City EM	SLCo EM	Enhances hazard awareness, improves preparedness measures, and fosters greater resilience across diverse communities.	Low	WVC General Fund	Ongoing	Medium	We have completed adult programs and are now working on an elementary school program. Children can learn about hazard mitigation through age-appropriate materials on flood mapping, building wind- and water-resistant homes, retrofitting homes for earthquakes, trimming trees, warning signs, and where to seek shelter.
13	Install new water-saving devices and implement practices in public facilities.	Drought	West Valley City EM	West Valley City Public Works	Reduces water consumption, ensures resource sustainability, and bolsters resilience during drought conditions.	Medium	WVC General Fund	Ongoing	Medium	City facilities are changing over fixtures for conservation in city-owned buildings.
14	Modify structures identified as having deficiencies as needed to address deficiencies.	Flooding, Heavy Rain	West Valley City EM	West Valley Public Works	Reduces flood impact, enhances public safety, and strengthens community resilience.	High	WVC General Fund, Capital Project Funds	Ongoing	Medium	Provide education to citizens in EM programs
15	Conduct training and awareness activities on communications equipment, tools, and systems.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused hazards.	West Valley City Fire Department	West Valley City EM	Enhances first responder coordination, improves situational awareness, and strengthens emergency response across diverse hazards.	Minimal	WVC General Fund	Ongoing	High	West Valley City completed monthly tests.
16	Establish redundancy for dispatch centers and other	Drought, Flood, Earthquake, Extreme Cold, Extreme	MIS	SLCo EM, VECC	Ensures uninterrupted emergency coordination,	Medium – $60,000	WVC General Fund	Ongoing	High	West Valley City has this with VECC, as well as its own 800mhz

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#	Action	Hazard(s)	Lead Agency	Potential Partners	Benefits (Losses Avoided)	Cost Estimate	Funding Source(s)	Timeframe	Priority	Comments
	critical communications systems.	Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards			strengthens operation continuity, and enhances response effectiveness.					radio repeater system; It has trained all personnel working in emergency operations
17	Acquire, upgrade, and/or integrate communications equipment and systems as determined by coordinating group	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City Fire Department	EMS	Strengthens interagency collaboration and enhances emergency response.	High – $500,000	WVC General Fund, Federal and state grants	Ongoing	High	New radio systems; budget issue upgrading as we can with current budgets
18	Establish a coordinating group to address geographic data issues	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	CED	MIS	Fosters consistent data management, improves hazard mapping, and enhances decision-making for diverse threats.	Minimal	WVC General Fund	Ongoing	Medium	West Valley City GIS is always updating the maps.
19	Examine availability of data and sharing capabilities, evaluate needs, and identify shortcomings	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley EM	SLCo EM	Ensures better resource coordination, improves hazard response, and strengthens overall resilience.	Low – $10,000	WVC General Fund	Ongoing	Medium	Working on gap analysis
20	Update and expand data on hazards, critical facilities, and critical infrastructure according to assessed needs	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City Fire Department	West Valley City EM, SLCo EM	Enhances situational awareness, guides effective planning, and strengthens emergency response efforts.	Low – $10,000	WVC General Fund	Ongoing	Medium	West Valley City is not currently done but has some items in the digital sandbox.
21	Provide centralized access to geographic data to emergency planners and responders	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	GIS	SLCo, UDEM	Enhances situational awareness, enables data-driven decision-making, and expedites effective response across multiple hazards.	Low – Minimal	WVC General Fund	Ongoing	Medium	Working with the West Valley City GIS department.
22	Integrate existing hazard monitoring networks in emergency operations centers. Use sensors, such as weather stations, stream gauges, seismograph stations, and road condition monitors.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City EM	SLCo EM, UUSS, UDOT, NWS, UDEM, USGS, UGS	Enhances real-time situational awareness, enables proactive response, and strengthens community resilience across diverse hazards.	Low – $4,000	WVC General Fund	Ongoing	Medium	West Valley City looking at weather strand
23	Identify and implement additional hazard monitoring capabilities	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy	West Valley City EM	SLCo EM, UDEM	Enhances real-time awareness, improves decision-making, and	High	WVC General Fund	Ongoing	Medium	Further research needed

#	Action	Hazard(s)	Lead Agency	Potential Partners	Benefits (Losses Avoided)	Cost Estimate	Funding Source(s)	Timeframe	Priority	Comments
		Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards			strengthens mitigation and response for diverse natural and human-caused hazards.					
24	Use GIS to identify facilities and infrastructure at risk	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	MIS	SLCo EM, UDEM	Enhances situational awareness, enables targeted mitigation measures, and increases community resilience.	Low – $5,000	WVC General Fund	Ongoing	High	Continually accessing
25	Assess critical facilities for hazard exposure, structural weaknesses, power, communications and equipment resources and redundancy, and adequate emergency procedures	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City EM	West Valley City Public Works, West Valley Community Development	Reduces operational disruptions, enhances resilience, and safeguards public safety.	Medium – $25,000	WVC General Fund	Ongoing	High	Education strategy
26	Pursue and implement needed mutual aid agreements	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City EM	West Valley City Fire, West Valley City Police Department	Strengthens interagency collaboration, optimizes resource use, and improves emergency response across diverse hazards	Low – $5,000	WVC General Fund	Ongoing	Medium	West Valley City Fire and Police are done working on other departments. Additional work is needed with NGOs and other partners.
27	Provide education regarding all natural hazards through live trainings and web-based, print, and broadcast media	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City EM	SLCo EM	Increases public awareness, promotes resilience, fosters community preparedness, and reduces risk.	Low	WVC General Fund	Ongoing	High	West Valley CERT
28	Use maps and similar products on city EM website and other media to educate public on areas at risk of hazards	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	MIS	SLCo EM	Raises awareness, fosters preparedness, and strengthens community resilience.	Low – $5,000	WVC General Fund	Ongoing	High	
29	Continue to encourage water conservation, using outreach material from all water districts in the county	Drought	Water Districts	West Valley City EM	Promotes responsible use, preserves vital resources, and strengthens resilience against drought.	Low	WVC General Fund	Ongoing	High	
30	Emergency Managers will coordinate with local water districts/public utilities to support ongoing conservation efforts	Drought	West Valley City Public Works	West Valley City Public Relations	Preserves resources, and bolsters drought resilience	Low	WVC General Fund	Ongoing	High	

#	Action	Hazard(s)	Lead Agency	Potential Partners	Benefits (Losses Avoided)	Cost Estimate	Funding Source(s)	Timeframe	Priority	Comments
31	Identify structures at risk of earthquake damage	Earthquake	West Valley City EM	West Valley City Public Works, Community Development, SLCo EM	Reduces potential casualties and losses and strengthens community resilience.	Low – $5,000	WVC General Fund	Ongoing	High	West Valley City Hazus
32	Research feasibility of an incentive program for retrofitting privately owned buildings, particularly unreinforced masonry	Earthquake	West Valley City EM	West Valley City Public Works, Community Development, SLCo EM	Reduces seismic risks and bolsters community resilience	High	WVC General Fund, State and federal grants, HMGP	Ongoing	High	West Valley City Planning Process
33	Complete seismic rehabilitation/retrofitting projects of public buildings at risk	Earthquake	Municipal	West Valley City Community Development, Public Works, SLCo EM, DEM	Reduces earthquake damage, enhances safety, and ensures operational continuity.	High – $17,000,000	WVC General Fund, HMGP, Bonds	Ongoing	High	West Valley City working plan
34	Provide educational materials to residents and businesses with unreinforced masonry	Earthquake	West Valley City EM	SLCo EM, DEM	Raises awareness of seismic vulnerabilities and promotes safety-enhancing retrofitting measures.	Low – $10,000	WVC General Fund	Ongoing	Medium	
35	Review areas of potential flood impacts and identify effects of new development to determine areas in need of additional flood control structures	Flood, Heavy Rain, Dam Failure	West Valley City Public Works	West Valley City Planning	Helps prevent damage, protects public safety, and strengthens community resilience.	Low	Local budget	Ongoing	Medium	Continual process
36	Address identified problems through construction of debris basins, flood retention ponds, energy dissipaters, and other flood control structures.	Flood, Heavy Rain, Dam Failure	West Valley City Public Works	West Valley City EM	Mitigates flooding impacts, reduces property damage, and protects public safety	High – $1,000,000	WVC General Fund, Capital Project Funds	Ongoing	Medium	West Valley City – Continual with all developments and upgrades to stormwater drains near Jordan River
37	Establish maintenance and repair programs to remove debris, improve resistance, and otherwise maintain effectiveness of stormwater and flood control systems.	Flood, Heavy Rain	West Valley City Public Works	West Valley City EM	Ensures continuous debris removal, preserves system effectiveness, and reduces flooding risks.	Medium – $75,000 annually	WVC General Fund, Capital Project Funds	Ongoing	High	West Valley City ongoing maintenance
38	Maintain Hazardous Weather Operations Plan according to StormReady requirements	Heavy Rain, High Wind, Severe Winter Storm, Tornado, Lightning, Flood, Extreme Cold, Extreme Heat	West Valley City EM	NWS, SLCo EM	Ensures timely preparedness, efficient response, and enhanced public safety during severe weather events.	Low	WVC General Fund	Ongoing	Low	Working on StormWise Program
39	Assist NWS in making other agencies and departments aware of available resources	Heavy Rain, High Wind, Severe Winter Storm, Tornado, Lightning, Flood, Extreme Cold, Extreme Heat	West Valley City EM	NWS, SLCo EM	Fosters improved coordination, ensures timely hazard response, and bolsters community safety.	Low	WVC General Fund	Ongoing	Medium	Advise citizens on website
40	Work with NWS to develop large event venue weather safety and evacuation procedures.	Heavy Rain, High Wind, Severe Winter Storm, Tornado, Lightning, Flood, Extreme Cold, Extreme Heat	West Valley City EM	NWS, SLCo EM	Enhances preparedness, protects attendees, and mitigates risk during severe conditions.	Low – $10,000	WVC General Fund	Ongoing	High	West Valley City to develop a plan with event areas

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West Valley City Issue Paper

City Council Review

Description: Accept Donation For Parkway Park Playground Replacement

Fiscal Impact: +$250,000

Funding Source: Donation

Account #: 45-9610-40750-75315-0000

Budget Opening Required: x

Issue:

Accept a donation of $250,000 from the Integrity Foundation toward the purchase of a new playground for Parkway Park.

Summary:

The Integrity Foundation has a mission to connect people with opportunities which promote vibrant and sustainable communities by supporting improvements to parks and playgrounds across the country.

Background:

The Integrity Foundation connected with Big T Recreation, a Utah-based playground sales company, to identify a city partner for a playground replacement project that supports their mission. Big T Recreation then reached out to WVC Parks & Recreation to explore our interest in participating. For the installation, the foundation will bring in many of their local partners to assist, working under the guidance of Big T Recreation's installation team.

Recommendation:

Staff recommend approving the acceptance of a grant from the Integrity Foundation for the replacement of the Parkway Park playground for $250,000.

Department: Parks & Recreation
Submitted by: Jamie Young, Parks & Recreation Director
Date: October 14, 2025

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT WITH THE INTEGRITY FOUNDATION TO PROVIDE FUNDING FOR NEW PLAYGROUND EQUIPMENT AT PARKWAY PARK.

WHEREAS, the City is purchasing new playground equipment for Parkway Park; and

WHEREAS, the Integrity Foundation is willing to award a grant to the City to install said equipment, conditioned upon the execution of an appropriate agreement; and

WHEREAS, the City and the Integrity Foundation have prepared a Sponsorship Agreement (the "Agreement"), setting forth the terms upon which said grant shall be awarded; 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 accept said grant and execute said Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to execute said Agreement for and on behalf of the City, subject to approval of the final form of the Agreement by the City Manager and City Attorney's Office.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

SPONSORSHIP AGREEMENT

This Agreement is made on the ___ day of October, 2025, between West Valley City ("Department") and the Integrity Foundation ("Sponsor" or "Integrity").

RECITALS
The Sponsor is engaged in the business referred to in Item 3 of Attachment A, hereafter referred to as the "Schedule" (Description of Sponsor's Business Activities) and, at the request of the Department, has agreed to provide the Sponsorship set out in Item 4 of the Schedule (Details of Sponsorship), subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. TERM

1.1 The term of the Sponsorship shall be for the period set out in Item 4(c) of the Schedule (Term of Sponsorship), unless otherwise extended or terminated in accordance with this Agreement.

2. SPONSORSHIP FEE/PRODUCT

2.1 In consideration of the grant of Sponsorship Rights under this Agreement, the Sponsor shall pay and/or provide to the Department, for the term of this Agreement, the sponsorship fee and/or product(s) referred to in Item 4(b) of the Schedule (Sponsorship Fee/Product) at the times and in the manner referred to in that Item.

2.2 The Sponsorship Fee/Product shall be the entire amount payable or provided to the Department under this Agreement.

2.3 The Department shall only use the Sponsorship Fee/Product for the sponsored activity referred to in Item 4(a) of the Schedule (Sponsored Activity) in a manner consistent with the reasons referred to in Item 4(a) of the Schedule (Sponsorship Rationale).

2.4 Should the Sponsorship Fee/Product not be fully used on the Sponsored Activity; the Department shall immediately notify the Sponsor of the balance of the unused Sponsorship Fee/Product and shall comply with the Sponsor's directions concerning the use of the unused Sponsorship Fee/Product.

3. SPONSORSHIP RIGHTS

3.1 The Department grants to the Sponsor the non-exclusive sponsorship rights set out in Item 5 of the Schedule (Rights of Sponsor) for the term of this Agreement.

3.2 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor under Item 5 of the Schedule (Rights of Sponsor) shall first be approved by West Valley City Parks and Recreation Director or designee.

3.3 The Department shall, whenever the Sponsored Activity is publicized, acknowledge the Sponsor in accordance with the recognition rights specified in Item 6 of the Schedule (Recognition of Sponsor).

4. USE OF SPONSOR'S NAME AND/OR LOGO

4.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Department in respect to the Sponsored Activity shall acknowledge the Sponsor in a manner agreed to by both parties.

4.2 The Department shall immediately, on the termination or expiration of this Agreement, cease to use or otherwise refer to the Sponsor's name and/or logo except to the extent otherwise authorized by law or agreement.

5. USE OF THE CITY'S NAME AND/OR LOGO

5.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor in respect of the Sponsored Activity shall acknowledge the West Valley City Parks and Recreation Department, in a manner agreed to by all parties.

5.2 The Sponsor shall immediately, upon the termination or expiration of this Agreement, cease to use or otherwise refer to any and all of the West Valley City Parks and Recreation Department name(s) and/or logo(s) in any manner that could imply that the Sponsorship under this Agreement is still in effect.

6. USE OF DONATIONS; RESTRICTIONS

6.1 The Sponsorship Fee is a donation to help fund the design and construction of the Sponsored Activity as described in Attachment A, Item 4(a). Sponsor's role is limited strictly to the terms set forth on Attachment A. The City is the owner of the Park, and it or its contractors will be responsible for the design, construction, and maintenance of the Sponsored Activity subject to the Sponsor's rights set forth on Attachment A.

7. BREACH AND TERMINATION

7.1 If either party materially breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defaulting party within thirty (30) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.

Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case the Department

shall refund to Integrity any amounts paid to the Department. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.

7.2 The Department may terminate the Agreement immediately if any of the following events occur:

(a) The Sponsor is wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the Sponsor.

(b) The Sponsor's business operations or the business or activities of any associated company are contrary to any West Valley City policy(ies).

7.3 If this Agreement is terminated, the Sponsor shall not be required to pay any unpaid installments of the Sponsorship Fee/Product.

7.4 The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.

8. NOTICES

8.1 Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the Department at the following address:

Parks and Recreation Director
West Valley City
5415 West 3100 South
West Valley City, UT 84120

and to the Sponsor at the address and e-mail address referred to in Item 2 of the Schedule (Address of Sponsor).

8.2 A notice forwarded by e-mail shall be deemed to be received by the addressee when recorded by read receipt.

9. AMENDMENTS TO AGREEMENT

9.1 Any amendment to this Agreement shall only be valid if the amendment is in writing and signed by both parties.

10. ASSIGNMENT

10.1 Neither party shall transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

11. CHARITABLE CONTRIBUTION

11.1 Department will reasonably cooperate with Sponsor to document Sponsor's charitable contribution as may be required for federal or state income and property tax purposes.

12. GOVERNING LAW

12.1 This Agreement shall be governed by and construed under the laws of the State of Utah, excluding its choice of law principles. Any litigation arising out of this Agreement shall be commenced and maintained in a court of competent jurisdiction sitting in Salt Lake County, Utah.

13. ENTIRE AGREEMENT

13.1 This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

EXECUTED by the parties on the date first written above.

ON BEHALF OF WEST VALLEY CITY

_____
Signature

Mayor

_____
Date

SPONSOR

Integrity Foundation
Organization

_____
Signature

Mary Elyse Farah
Printed Name

President
Title

Date

APPROVED AS TO FORM

Brandon Hill

City Attorney

ATTEST

City Recorder

ATTACHMENT A - SCHEDULE

1. **NAME OF SPONSOR**

Integrity Foundation

2. **ADDRESS OF SPONSOR**

1445 Ross Ave, Fl 40, Dallas, Texas 75202

foundation@integrity.com

3. **DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES**

The Integrity Foundation mobilizes its partner, employee, customer and carrier networks to serve individuals and communities with a spirit of abundance, connecting people with opportunities that protect life, health and wealth and which promote vital, vibrant and sustainable communities.

4. DETAILS OF SPONSORSHIP

(a) Sponsored Activity

The Integrity Foundation ("Integrity") is pleased that West Valley City and its Parks and Recreation Department ("Department") has agreed to collaborate on the creation of a new playspace at Parkway Park (the "Project") as described below.

(i) **Project Management**. Integrity and the Department shall partner on the overall management and execution of the Project. The Department shall supervise the planning and installation of the playspace. Integrity and the Department will oversee other project milestones including presenting playspace designs, convening committee conference calls, assuring that the necessary materials, tools and equipment are on hand and managing the playspace installation event, which is scheduled to occur by May 31, 2026.

(ii) **Vendors**. The Department shall select and manage vendors that will provide necessary equipment for the playspace (e.g., surfacing, playspace equipment, peripheral projects, landscaping, etc.). The Department shall use commercially reasonable efforts to guard against any loss to Integrity through the failure of suppliers to properly honor their commitments, and Integrity shall not be held responsible for any such failure on their part.

(iii) **Warranty**. The Department will obtain warranties from all playspace manufacturers that all equipment meets or exceeds current government-approved safety standards. Department agrees that Integrity has not made nor is it in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any playspace equipment, including without limitation the quality, mechanical condition or fitness

for a particular purpose of the playspace equipment. Any and all warranties and/or guarantees on playspace equipment are subject to the respective manufacturers' terms and therefore, the Department agrees to look solely to such manufacturers for any such warranty and/or guarantee.

(iv) **Volunteers**. For the Project, Integrity shall engage no more than one hundred fifty (150) adult volunteers, each of whom shall sign a waiver in the form attached hereto as Attachment B, to participate in preparation and installation activities for the Project; it being understood and agreed that if Integrity fails to engage volunteers, then any failure to complete the Project shall not constitute a breach of this Agreement by Integrity, and the Department shall be responsible for any reasonable incremental costs incurred to complete the Project, provided before incurring any such additional costs, the Department will meet with Integrity to discuss any remaining steps necessary to complete the Project and estimated costs.

(v) **Additional Materials**. If the Department decides to purchase additional equipment to supplement materials for the Project, then the Department is responsible for paying for the materials directly. The Department will hold Integrity harmless of any payments or liability with respect to such additional items ordered.

(vi) **Build Week Postponement**. The Project shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playspace. The Department agrees to work cooperatively with Integrity to reach a mutual decision regarding any such postponement. In the event that the Project is postponed, the Department and Integrity shall develop a plan for rescheduling the Project at the next earliest date possible for each party. The Department shall be responsible for all additional expenses related to the rescheduled Project, including, without limitation, equipment, labor and materials, storage and expenses.

(b) Sponsorship Fee

Integrity agrees to contribute to the Department the amount of $250,000, to purchase playspace equipment for the Project.

(c) Term of Sponsorship

The sponsorship will remain in effect for the useful life of the playspace equipment as reasonably determined by the Department.

5. **RIGHTS OF SPONSOR**

The Integrity name and logo will appear on the permanent playspace site sign and on certain materials developed jointly by the Department and Integrity pertaining to the Project in a manner mutually agreed upon by the parties. Integrity may post banner(s) with the Integrity name and logo at the Project site for Playspace build week events.

6. RECOGNITION OF SPONSOR

The Integrity name and logo will appear on the permanent playspace site sign and on certain materials developed jointly by the Department and Integrity pertaining to the Project in a manner mutually agreed upon by the parties. Integrity may post banner(s) with the Integrity name and logo at the Project site for Playspace build week events.

Attachment B: WEST VALLEY CITY – WAIVER AND RELEASE OF ALL CLAIMS

West Valley City Issue Paper

City Council Review

Description: Parkway Park Playground Replacement

Fiscal Impact: $613,705.77 total ($400,000 grants, $213,705.77 city responsibility)

Funding Source: Grants and CIP

Account #: 45-9610-40750-75315-0000

Budget Opening Required: x

Issue:
Purchase of a new playground for Parkway Park at a cost of $613,705.77, of which $400,000 will be paid through grants and donations.

Summary:
The age and deteriorating condition of the Parkway Park playground necessitate its replacement. Donations and grants have reduced the city cost for the project as outlined below.

Background:
Big T Recreation provided a bid of $613,705.77 for the purchase and installation of new playground equipment and surfacing at Parkway Park, 3405 West Parkway Blvd. Grants and donations will partially offset the cost of the purchase, leaving $213,705.77 to be paid by West Valley City.

- *$250,000 Integrity Foundation donation*
- *$150,000 CDBG grant*
- *$213,705.77 West Valley City obligation*

The current playground at Parkway Park is the original equipment installed in 1996. Due to the age of the structure, replacement parts are no longer available. The playground is in high need of replacement. Since Big T Recreation is on the state contract under number PA-4281, an RFP was not performed.

Recommendation:
Staff recommend approving the purchase of the Parkway Park playground from Big T Recreation for the total cost of $613,705.77.

Department: Parks & Recreation
Submitted by: Jamie Young, Parks & Recreation Director
Date: October 14, 2025

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF PLAYGROUND EQUIPMENT AND RELATED SERVICES FROM BIG T RECREATION.

WHEREAS, West Valley City wishes to purchase playground equipment and related services for use at Parkway Park; and

WHEREAS, Big T Recreation has been awarded the state contract to supply said equipment; and

WHEREAS, the price awarded to Big T Recreation is within price parameters and meets the City's needs; and

WHEREAS, a Professional Services Agreement (the "Agreement") has been prepared by and between the City and Big T Recreation setting forth the terms on which said equipment and services shall be provided; 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 purchase said equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase said equipment and services for an amount not to exceed $613,705.77 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, the Agreement and any other documents necessary to complete said purchase, subject to final approval of said documents by the City Manager and 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 23 day of Sept., 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 Value Proposition Enterprises, Inc. d/b/a Big T Recreation (hereinafter, "Contractor"), a Utah corporation, ~~11539 Wyndcastle Drive, Sandy, Utah 84092~~. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

11618 S. STATE #1602 DRAPER, UT 84020

WITNESSETH:

WHEREAS, the City requires the installation of certain playground equipment and related items at Parkway Park (the "Work"); and

WHEREAS, Contractor holds a state contract 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 playground equipment at Parkway Park.

2. **Contractor's Services.** Contractor shall provide and install the equipment listed in the proposal attached hereto and incorporated herein as Exhibit "A." Contractor shall also meet all requirements set forth in the Request for Proposals and in Contractor's proposal.

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 one year in addition to the manufacturer's warranty for the materials.

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 $613,705.77. 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 May 31, 2026. 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:
Big T Recreation
~~11539 Wyndcastle Drive~~
~~Sandy, Utah 84092~~
11618 S. STATE #1602
DRAPER, UT 84020

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 $3,000,000, 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 8/28/2025
Brandon Hill

City Recorder

CONTRACTOR

By:
Its:

State of Utah)
:ss
County of Salt Lake)

On this 23rd day of September, 20 25, personally appeared before me Dwight Taft Egan *[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 Contractor *[title]*, of Value Proposition Enterprises, Inc. d/b/a Big T Recreation and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said entity executed the same.

Notary Public

NOTARY PUBLIC
JAMES R CHRISTENSEN
740387
MY COMMISSION EXPIRES
NOVEMBER 27, 2028
STATE OF UTAH

EXHIBIT A

SCOPE OF WORK

QUOTE

Big T Recreation
11618 S. State St #1602
Draper, UT 84020
801-572-0782
taft@bigtrec.com

Date	Quote #
07/18/2025	20515

Exp. Date
12/30/2025

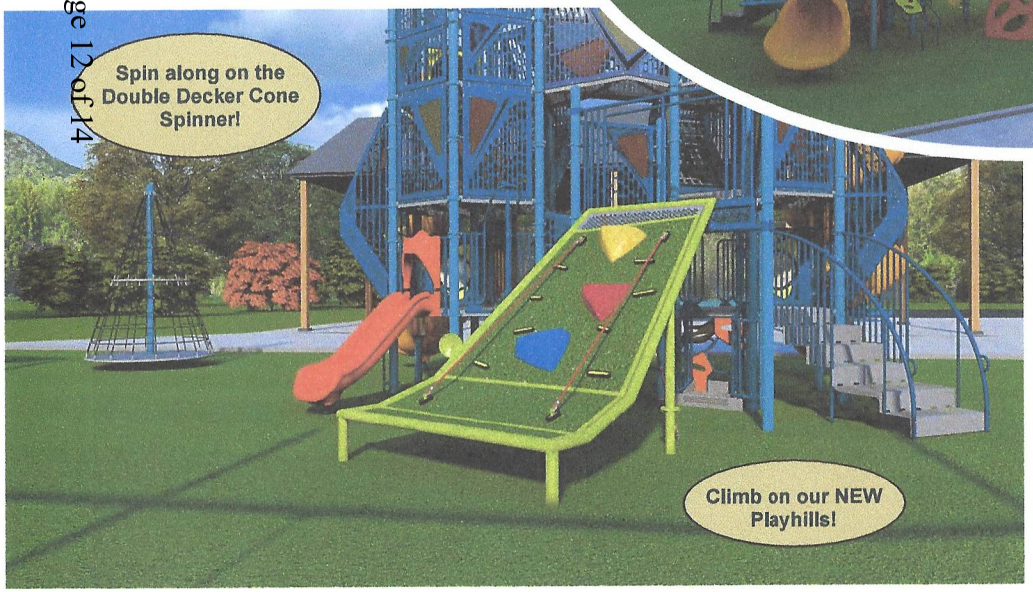
Shipping Address
West Valley Parks & Rec Dept 5415 West 3100 South West Valley City, UT 84120

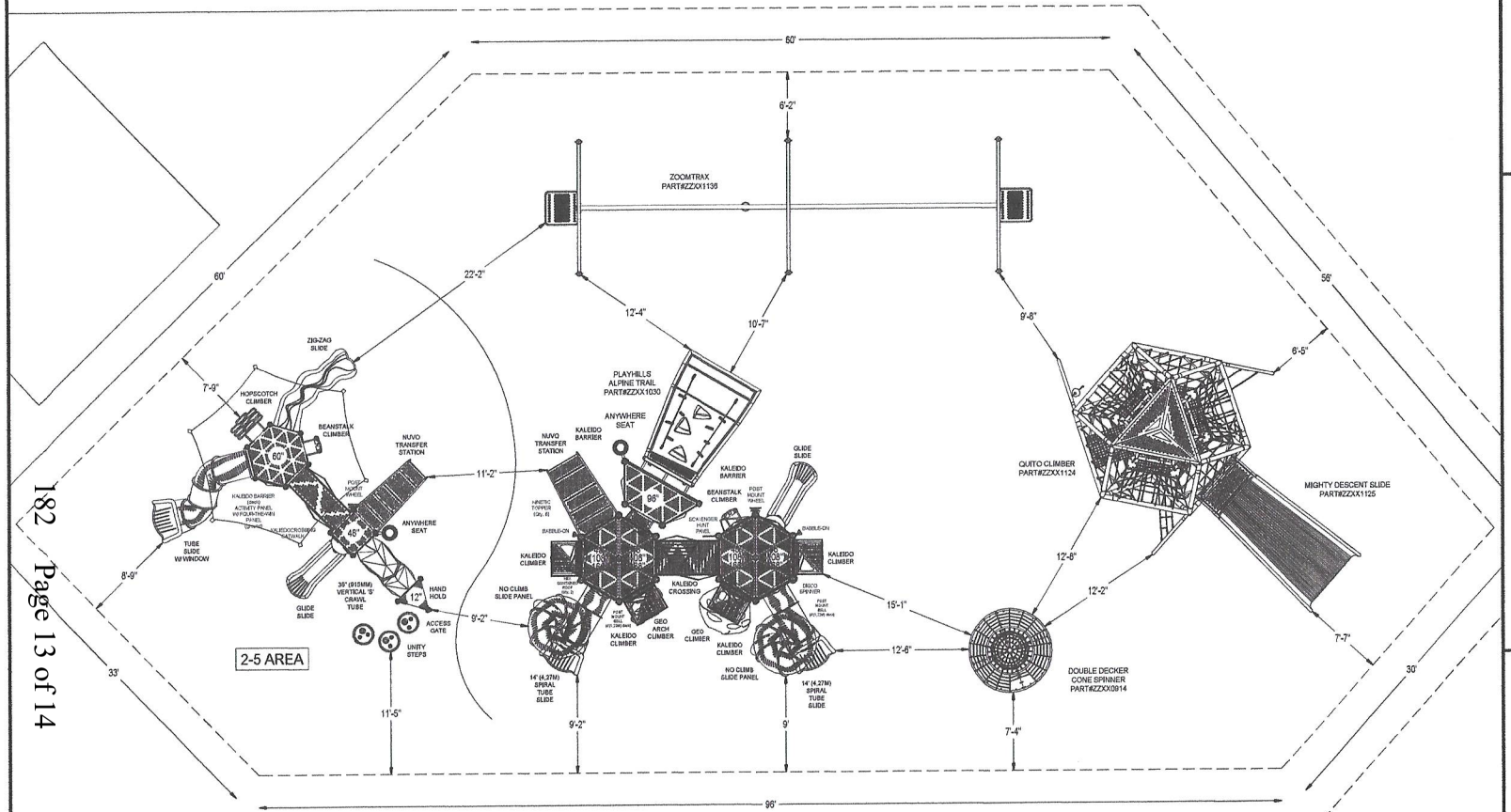
PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Parkway Park Playground Project			
Playground Structure	New Playground By PlayWorld Reference Design # 25-154465A Description: Double Sky Tower Playground Structure 2-5 Hex Deck Playground with Shade Topper Track Ride, Double Cone Spinner Keto Climber with Mighty Slide	1	323,054.57	323,054.57
Surfacing	Artificial Play Turf Surfacing Package	1	139,870.00	139,870.00
Installation	Playground Construction and Community Installation Support	1	96,434.20	96,434.20
Services	Removal of Existing Playground Equipment and Surfacing Supply, Installation and Compaction of Required Base Materials for Installation of Artificial Turf	1	46,657.00	46,657.00
Freight	Freight	1	7,690.00	7,690.00
	Project Notes: Playground Available for Purchase on State Contact PA4281 **City Tax Exempt Certificate Due at Time of Order**			

SUBTOTAL	
TAX	
TOTAL	$613,705.77

Parkway Park Project

West Valley City, Utah





ADA SCHEDULE	Total Elevated Play Activities: 8		
	Total Ground-Level Play Activities: 5		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	4	3	3
Provided	8	5	3

ADA SCHEDULE	Total Elevated Play Activities: 19		
	Total Ground-Level Play Activities: 7		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	10	6	3
Provided	12	7	4

*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

BIG T RECREATION
11618 S. State Street #1602
Draper, UT 84020

EQUIPMENT SIZE:
29'2" X 30'7" X 26'8"
26'4" X 29' X 15'10"

USE ZONE:
SEE DWG.

AREA: **6,923 Sq. Ft.**
PERIMETER: **335 Ft.**

FALL HEIGHT:
9 Ft. 7 In.

USER CAPACITY: **219**
AGE GROUP: **2-5, 5-12**

✓ ASTM F1487-21
✓ CPSC #325

PROJECT NO: **24-15465A**
SCALE: **1/8"=1'0"**
DRAWN BY: **MICHAEL BORDNER**
Paper Size **B**
DATE: **12-JUNE-2025**

PARKWAY PARK PROJECT
WEST VALLEY CITY, UT

VALUPRO-02 CSTOCKSLAGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Darrin Wheat	
Acrisure West Insurance Services, LLC 1950 W Corporate Way #1 Anaheim, CA 92801-5373	PHONE (A/C, No, Ext): (801) 748-2808	FAX (A/C, No):
	E-MAIL ADDRESS: dwheat@acrisure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Hanover Insurance Company	22292
INSURED Value Proposition Enterprises, Inc. dba Big T Recreation 949 East 12400 South Ste A4 Draper, UT 84020	INSURER B : Liberty Mutual Insurance Company	23043
	INSURER C : CopperPoint Premier Insurance Company	12741
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		L34-J521020	8/20/2025	8/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			AZG60166275	2/27/2025	2/27/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			L34-J521022	8/20/2025	8/20/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 3,000,000 $ $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC1028000	8/10/2025	8/10/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Holder is listed as Additional Insured, pertaining to General Liability.

CERTIFICATE HOLDER

West Valley City
3600 South Constitution Boulevard
West Valley City, UT 84119

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jennifer Ason

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West Valley City Issue Paper

City Council Review

Description: CRC- Whitehall Church

Fiscal Impact: $ 66,000.00

Funding Source: Utah Commission on Criminal and Juvenile Justice- JAG 2023

Account #:

Budget Opening Required: ☐

Issue:

Authorize West Valley City to enter into lease and purchase agreements with the Church of Jesus Christ of Latter-Day Saints for the property at 3150 West Whitehall.

Summary:

West Valley City is seeking a permanent location to house a year-round Community Resource Center (CRC) that is also able to grow programs and opportunities for residents. The agreement include a $50,000 earnest money payment. The lease agreement will be $2,000 a month for 24 months. The final purchase price will be $2,100,000.00.

FY 25/26: $66,000
FY 26/27: $24,000
FY 27/28: $2,010,000
Total: $2,100,000

Background:

Currently the CRC offerings are limited to two days a week and operate in church meeting houses. This building is being surplussed by the Church. It will be decommissioned by the Church and will no longer have any religious markings, allowing it to operate more fully as a neutral community space. Scheduling in the building will focus on MyHometown, City, community, neighborhood and resident programs. The broad mission of our CRC network is to foster social connection, provide accessible support and resources for individuals and families, promote civic engagement, and offer spaces for learning and recreation. These community spaces act as vital hubs, connecting residents to essential services, building stronger relationships, and contributing to overall community well-being by creating inclusive environments for diverse populations.

Recommendation:

Staff recommends West Valley City enter into the lease and purchase agreements with the Church of Jesus Christ of Latter-Day Saints for the property at 3150 West Whitehall for the purposes of supporting the MyHometown Initiative and other supporting City programs.

Department: Community Engagement and Culture
Submitted By: Craig Thomas- Director
Date Submitted: 10/01/2025

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT AND A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS FOR PROPERTY LOCATED AT 3150 WEST WHITEHALL DRIVE.

WHEREAS, the City desires to lease and purchase certain property from the Church of Jesus Christ of Latter-Day Saints located at 3150 West Whitehall Drive; and

WHEREAS, the City and the Church have prepared a Lease Agreement and a Purchase and Sale Agreement (the "Agreements"), setting forth the terms of said lease and sale; 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 Agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to execute said Agreements on behalf of the City, subject to approval of the final form of the Agreements by the City Manager and City Attorney's Office, with funding for the final purchase to be identified and approved at the discretion of the City Council on the schedule set forth in the Agreements.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

SUMMARY OF
LEASE AGREEMENT
PN: 506-5518 (Whitehall)

This Summary of Lease Agreement (this "**Term Summary**") is a part of the Lease (defined below). Each reference in the Lease to any term in this Term Summary will have the meaning set forth in this Term Summary. If there is a conflict between the terms in this Term Summary and the Lease, the terms of the Lease will prevail.

"Execution Date":	November 1, 2025
"Landlord":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole
"Landlord's Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Steven Wallis Telephone: (801) 353-4676 Email: steven.wallis@churchofjesuschrist.org With a copy to: Lease Management Property No. 506-5518 50 E North Temple, 12th Floor Salt Lake City, UT 84150 Email: DL-FMD-West-Valley-UT-OA@churchofjesuschrist.org Telephone: (801)-964-3060
"Tenant":	**WEST VALLEY CITY CORPORATION**, a Utah municipality
"Tenant Address":	3600 Constitution Boulevard West Valley City, Utah 84119 Attn: Craig Thomas Email: craig.thomas@wvc-ut.gov
"Property":	The real property located at 3150 W Whitehall, West Valley City, UT 84119 Tax Parcel No.: 15-33-304-014-0000
"Building":	That certain building and associated improvements located on the Property, containing approximately 22,067 RSF.
"Premises":	The Property and the Building. A depiction of the Premises is attached as Exhibit A.
"Permitted Use(s)":	(i) General office use in support of the MyHometown initiative program pursuant to that certain Community Initiative Cooperation Agreement between Landlord and Tenant, as amended, (ii) City sponsored programs and activities approved in writing in advance by Landlord, as determined by Landlord in its sole and absolute discretion, and (iii) any other uses that are approved in writing in advance by Landlord, as determined by Landlord in its sole and absolute discretion.
"Term":	24 months, commencing on the Commencement Date and expiring on the Expiration Date unless Tenant completes purchase of property prior to the conclusion of the 24-month lease period and subject to the other terms of this Lease. Notwithstanding any other provisions herein to the contrary, Tenant acknowledges the requirement for decommissioning the Building by Landlord pursuant to the terms and conditions in the Purchase Agreement, and agrees that the changes to the Premises that result therefrom are permitted under this Lease and the Purchase Agreement. Further, Tenant acknowledges and agrees that occupancy of the Premises under this Lease shall not be permitted until said decommissioning work has been completed (except as otherwise approved by Landlord in Landlord's sole discretion) and that in the event that

<table>
<tr><td></td><td>the purchase and sale transaction contemplated by the Purchase Agreement is not consummated, then Tenant may have certain reimbursement obligations to Landlord in connection therewith, as set forth in the Purchase Agreement.</td></tr>
<tr><td></td><td>“Commencement Date”: November 1, 2025
“Expiration Date”: October 31, 2027.</td></tr>
<tr><td>“Base Rent”:</td><td>
<table>
<tr><th>Period</th><th>Annual Base Rent</th><th>Monthly Base Rent</th></tr>
<tr><td>Months 1 – 12</td><td>$24,000</td><td>$2,000</td></tr>
<tr><td>Months 13 – 24</td><td>$24,000</td><td>$2,000</td></tr>
</table>
</td></tr>
<tr><td>“Tenant’s Proportionate Share”:</td><td>100%</td></tr>
<tr><td>“Additional Rent”:</td><td>Tenant responsible for all utilities, maintenance, repairs, and operating expenses as a NNN lease</td></tr>
</table>

Exhibits and Schedules	
Schedule 1	Definitions
Exhibit A	Depiction of the Premises
Exhibit B	Allocation of Maintenance and Repair Obligations

(end of summary)

LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of the Execution Date, by and between Landlord and Tenant, in consideration of the mutual covenants contained herein.

1. BASIC TERMS AND DEFINITIONS. Capitalized terms used in this Lease will have the meaning given to them in this Lease and **Schedule 1**.

2. LEASE; CONDITION OF PREMISES.

2.1 Landlord, as seller, and Tenant, as buyer, are parties to that certain Purchase and Sale Agreement dated November 1, 2025 (the "**Purchase Agreement**"). In furtherance of the terms and conditions set forth in the Purchase Agreement, the parties have agreed that Landlord leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, subject to the terms and conditions of this Lease.

2.2 Subject to Section 2.3, Tenant agrees that the Premises are in good and tenantable condition, and accepts the Premises and all aspects thereof in "AS-IS," "WHERE-IS" condition and "WITH ALL FAULTS," and waives any implied warranty of habitability, merchantability or fitness for a particular use or purpose related to the Premises. Tenant agrees that Landlord and any person acting on behalf of Landlord has not made, and Landlord disclaims, any warranty, promise, guarantee, and/or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning the Premises in any manner whatsoever.

3. TERM. The Term will commence on the Commencement Date and expire on the Expiration Date. If the Commencement Date falls on a day other than the first day of a calendar month, then the Term will be for the number of full months or years stated in the Term Summary, plus the period from the Commencement Date to the end of the calendar month in which the Commencement Date occurs, and the Rent for the initial partial month will be prorated. Notwithstanding the foregoing, this Agreement will terminate prior to scheduled Expiration Date should the following occur:

3.1 Tenant elects to purchase the Premises pursuant to the Purchase Agreement, in which case this Lease will automatically terminate on the date Tenant acquires fee simple title to the Property; or

3.2 Tenant elects to terminate the Purchase Agreement pursuant to an existing termination right under the Purchase Agreement, in which case this Lease will automatically terminate on the date described in Tenant's termination notice sent pursuant to the Purchase Agreement; or

3.3 Landlord elects to terminate the Purchase Agreement pursuant to an existing termination right under the Purchase Agreement, in which case this Lease will automatically terminate on the date described in Landlord's termination notice sent pursuant to the Purchase Agreement.

Should any of the events described in Section 3.1, 3.2, or 3.3 occur, the Lease will terminate on the described date, except for those terms and conditions herein which survive termination.

4. RESERVED.

5. RENT; DUE DATE; LATE FEE; INTEREST.

5.1 Tenant will pay the Base Rent for the first month of the Term (or for the initial partial month if the Term commences on a day other than the first day of a calendar month) on the Commencement Date. Tenant will thereafter pay its monthly Base Rent installments on or before the first (1st) day of each month during the Term at Landlord's Address without deduction, demand, or set off. Tenant will pay the Base Rent on a net lease basis, such that Tenant will pay all operating and insurance costs and real property taxes as attributable or allocable to the Premises through Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance and the costs of utilities. If any installment of Base Rent is not received by Landlord within five (5) calendar days after the date it is due, Tenant will pay the Late Fee. In addition, if any Base Rent or other sum due from Tenant to Landlord is not received by Landlord within ten (10) calendar days after the date the same is due, interest will accrue on the unpaid amount from the date it

is due through the date of actual payment at the rate of twelve percent (12.0%) per annum.

5.2 As contemplated in the Purchase Agreement, all Base Rent payments made by Tenant under this Lease will be applied to the total purchase price of the Premises should Tenant elect to purchase the Premises pursuant to the Purchase Agreement. If, however, Tenant elects not to purchase the Premises, or if this Agreement terminates and Tenant has not purchased the Premises by such time, then Landlord will retain all Base Rent payments.

6. RESERVED.

7. PERMITTED USE.

7.1 Tenant may use the Premises for the Permitted Use and for no other use whatsoever. Landlord makes no representation or warranty as to the suitability of the Premises for Tenant's intended use. Tenant will comply with all present and future Laws relating to Tenant's use or occupancy of the Premises, including obtaining and maintaining, at its sole cost and expense, any and all licenses, permits, and approvals necessary or appropriate for its use, occupation and operation of the Premises for the Permitted Use, and will make any repairs, alterations or improvements to the Building and Premises as required to comply with all such Laws to the extent that such Laws relate to or are triggered by: (a) Tenant's particular use of the Premises, or (b) any Alterations. Tenant will not do, bring, keep or sell anything in or about the Premises that is prohibited by, or that will cause a cancellation of or an increase in the existing premium for, any insurance policy covering the Building or any part thereof. Tenant will not permit the Premises to be occupied or used in any manner that will constitute waste or a nuisance, or disturb the quiet enjoyment of or otherwise unreasonably disturb other tenants in the Building or other occupants within the Property.

7.2 Tenant will not do or allow any of the following acts to be done or conditions to exist upon the Premises: (a) any public or private nuisance; (b) the sale or promotion, distribution or use of alcoholic beverages, marijuana, tobacco products, or illicit drugs; (c) the sale, rental, display, or distribution of any sexually explicit or morally inappropriate (as determined by Landlord in its sole discretion) or pornographic, lewd, obscene, or adult-oriented material or sexual acts; (d) gambling; (e) any smoking (including, without limitation, cigarettes, cigars, pipes, or e-cigarettes) within the Building or on the Property; (f) any use or occupancy by a federal governmental entity or federal governmental contractor, subcontractor, recipient, or subrecipient; and/or (g) the occupancy of any business or entity that is publicly directly associated with any of the following: (i) reproductive/abortion rights and counseling, such as planned parenthood; (ii) the production and sale/distribution of alcoholic beverages (including in powder form), including, without limitation, brewing companies, distillers, bottlers, wineries, and powdered alcohol manufacturers; (iii) the production, sale or distribution of marijuana; (iv) the production or manufacturing of tobacco products or e-cigarettes; (v) the production, publication, or distribution of sexually explicit or exploitive, pornographic, or adult-oriented material, including, without limitation, movies, videos, DVDs, magazines, photographs, video games, books, or internet sites, and the technological evolution of the same; and (vi) gambling or adult-gaming, such as casinos and on-line gambling.

7.3 As a material condition of this Lease, Tenant represents and warrants that: (1) it is not a federal governmental entity or instrumentality, nor that the Premises will be used to support a federal government contract or subcontract whereby the Tenant would be considered a federal government contractor or subcontractor in the context of this Lease, (2) this Lease is not, and will not be, or considered to be, a federal governmental contract, subcontract or third party contract, and (3) by entering into this Lease Landlord does not become a subrecipient, a subgrantee, a project participant, or a third party contractor or subcontractor. In the event, (a) this Lease is considered or alleged to be a federal government contract, subcontract or third party contract, or (b) Landlord is considered or alleged to be a subrecipient, a subgrantee, a project participant, a third party contractor, or a federal government contractor or subcontractor under federal contracting law, or (c) if due to this Lease Landlord, the Premises or the Building become or is alleged to become subject to any federal laws, statutes, rules or regulations to which the Premises or the Building are not currently subject, including, without limitation, any civil rights statutes, such as Title VI and VII of the Civil Rights Act, Executive Order 11246, as amended, 29 U.S.C. Section 793, et seq., 38. U.S.C. Section 4212, et. seq., 41 U.S.C. Section 601, et. seq., or the regulations promulgated in 41 C.F.R. 60-1 or 41 C.F.R. 60-2, and/or any other laws, rules, or regulations that would impose any obligation on Landlord to comply with any affirmative action, equal opportunity, or similar program required of federal or state government contractors and subcontractors arising from this Lease, the relationship with Tenant or Tenant's use of the Premises, Tenant will be in default of this Lease and this Lease will, at the option of Landlord, terminate. Notwithstanding the above, Landlord, in its sole and absolute

discretion, will have the right to waive such default and/or the termination of the Lease. Nothing herein will prevent Landlord from pursuing any other rights or remedies that it may pursue in the event of a default of this Lease.

8. COMPLIANCE WITH LAWS. Tenant will conduct business in the Premises only in compliance with the Permitted Use. Tenant will comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act, building codes, and safety and fire codes, regarding the operation of Tenant's business and the use and occupancy of the Premises. Tenant will promptly provide Landlord with copies of any notices it receives regarding any alleged violation of law.

9. MAINTENANCE AND REPAIR. Landlord and Tenant will perform their respective operations, maintenance, repair and replacement obligations with respect to the Property, Building, and Premises as set forth in **Exhibit B**. Tenant will perform its operations, maintenance, repair and replacement obligations in a good and workmanlike manner and in a first-class condition. All landscape maintenance shall be done in accordance with Landlord's current Scope of Work, standards, and policies, copies of which have been shared with Tenant. Tenant will pay the cost of repairs for damage occasioned by Tenant's use of the Premises or the Property or any act or omission of Tenant or Tenant Parties or its guests and invitees, and such costs to be billed to Tenant. The costs incurred by Landlord to maintain and repair the Building as set forth in the Lease will be included as part of the Operating Expenses. As a material part of the consideration for this Lease, Tenant hereby waives any benefits of any applicable existing or future Law that allows a tenant to make repairs at its landlord's expense. If Landlord conducts, or pays for the cost of, any repairs for damage occasioned by Tenant's use of the Premises or the Property or any act or omission of Tenant or Tenant Parties, Landlord will have the right to charge an additional five percent (5%) to the costs and expenses incurred by Landlord to cover Landlord's administrative costs and expenses.

9.2 Notwithstanding the provisions of this Lease, if Landlord, in its sole opinion, determines that repairs that are Tenant's responsibility under this Lease are immediately necessary to avoid possible injury, harm, loss, or damage to persons or property, Landlord may but will not be obligated to, make repairs to such items at Tenant's expense. Within ten (10) days after Landlord renders a statement for the costs of the repairs, Tenant will reimburse Landlord.

10. UTILITIES. Landlord will make available to the Premises reasonable amounts of electricity, water, heat and air-conditioning, and sewer and water service to any restrooms and/or break rooms in the Premises. The parties agree that should there occur an interruption, diminishment or termination of any utility service(s) due to causes beyond the reasonable control of Landlord, and Tenant cannot operate within the Premises for the Permitted Use, Tenant's sole and exclusive remedy will be an abatement of Base Rent proportionate to the degree of such interference, commencing as of the third (3rd) consecutive business day of such Service Failure and ceasing upon the earlier of the date the Service Failure ceases or Tenant recommences operations within the Premises.

11. RESERVED.

12. LIENS. Tenant will keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Tenant, and Tenant will indemnify, hold harmless and defend Landlord from any liens that may be placed on the Premises and/or the Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Tenant. Any such liens must be released of record within thirty (30) days. If any such lien attaches to the Premises or the Property, and Tenant does not cause the same to be released, Tenant will reimburse Landlord for all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same including interest at the rate of eighteen percent (18.0%) per annum within ten (10) days after written notice from Landlord to Tenant setting forth the amount of such costs and expenses

13. INSURANCE.

13.1 Tenant's Insurance.

(a) Tenant will maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence basis with limits of not less than Two Million Dollars ($2,000,000.00) each occurrence; Four Million Dollars ($4,000,000.00) annual general aggregate. Tenant's liability insurance policy

or policies will: (1) include premises and operations liability coverage; (2) provide that the insurance company has the duty to defend all insureds under the policy (separation of insured language will not be modified); (3) provide that defense costs are paid in addition to and do not deplete any of the policy limits; and (4) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises or the Property. Landlord and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, will be listed as additional insureds. All endorsements creating such additional insured status will be acceptable to Landlord and at least as broad as additional insured endorsement form number CG 20 11 01 96.

(b) Tenant will at all times maintain in effect with respect to any Alterations and Tenant's goods, inventory and personal property, commercial property insurance (cause of loss – special form) (formerly "all-risk") providing coverage for one-hundred percent (100%) of the full replacement cost of the covered property. During the Term, the proceeds from any such policies of insurance will be used for the repair or replacement of the Alterations and Tenant's goods, inventory and personal property so insured. Landlord will have no obligation to carry insurance on any Alterations or Tenant's goods, inventory and personal property.

(d) Beginning on the date Tenant is given access to the Premises for any purpose, which could be prior to the Commencement Date, and continuing until expiration of the Term, as it may be extended, Tenant will procure, pay for and maintain in effect Workers' Compensation Insurance for all of its employees who work at or visit the Premises and Employers Liability Insurance in accordance with applicable Laws.

(e) Beginning on the Commencement Date and continuing throughout the Term, Tenant will maintain a policy of business income and extra expense insurance (providing rental coverage) policy providing equivalent coverage covering at least a twelve (12) month period.

(f) Each policy of insurance required under this **Section 13** will: (1) be in a form, and written by an insurer, acceptable to Landlord, (2) be maintained at Tenant's sole cost and expense, and (3) except for workers' compensation insurance, be endorsed as primary and non-contributing with the policies of Landlord being excess, and secondary; and (4) be issued by insurance companies that have rating classifications of "A" or better and financial size category ratings of "VIII" or better according to the latest edition of the A.M. Best Key Rating Guide. All insurance companies issuing such policies will be licensed to do business in the state where the Property is located. Tenant will provide to Landlord, upon request, evidence that the insurance required to be carried by Tenant pursuant to this **Section 13**, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid.

(g) Prior to occupancy of the Premises by Tenant, and not less than thirty (30) days prior to expiration of any policy thereafter, Tenant will furnish to Landlord a certificate of insurance in the form of: (a) ACORD™ Form 25 (2010/05) (or its replacement) *Certificates of Liability Insurance* for liability coverages accompanied by the endorsement form CG 20 11 01 96 showing the required additional insureds satisfactory to Landlord in substance and form, and (b) ACORD™ Form 28 (or its replacement) *Evidence of Property Insurance* for property coverages. Tenant will provide Landlord with thirty (30) days' prior written notice of the modification, non-renewal or cancellation of Tenant's insurance policies.

13.2 Insurance Coverage During Construction. During the period of any construction on, in or about Premises by, through or under Tenant, Tenant will obtain, or require its contractor(s) to obtain, and thereafter maintain so long as such construction activity is occurring, at least the following minimum insurance coverage, in addition to those coverages set forth in **Section 13.1**:

(a) Independent Contractor's Liability with the same coverage as in (1) above.

(b) Products/Completed Operations Coverage which will be kept in effect for two (2) years after completion of work.

(c) "XCU" Hazard coverage, if applicable.

14. WAIVER OF SUBROGATION. To the fullest extent permitted by Law, Landlord and Tenant hereby waive and will cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of

action against the other for any loss or damage with respect to Tenant's FF&E, leasehold improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance will be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

15. ALTERATIONS, IMPROVEMENTS AND REPAIRS. Tenant will not make Alterations without first obtaining the written consent of Landlord in each instance, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's consent will not be required for any Cosmetic Alterations. Prior to commencing Alterations that require Landlord's consent, Tenant will furnish Landlord with plans and specifications, names of its contractors, and evidence of contractor's and subcontractor's insurance. Alterations will be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord. Tenant will reimburse Landlord for any reasonable out-of-pocket sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations, at a cost not to exceed $500.00. Any and all Alterations and repairs made by Tenant will become property of Landlord upon expiration or earlier termination of this Lease, unless otherwise agreed to between the parties. Upon Tenant's removal of any Alteration or improvement, Tenant will repair any damage to the Premises caused by such removal, ordinary wear and tear excepted.

16. ENTRY BY LANDLORD. Upon reasonable oral or written notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises at all reasonable times to determine whether the Premises are in good condition, to determine whether Tenant is complying with its obligations under this Lease, to perform any maintenance, repair or structural enhancement of the Premises or the Building that Landlord has the right or obligation to perform, to install or repair improvements for other tenants where access to the Premises is required for such installation or repair, to serve, post or keep posted any notices required or allowed under the provisions of this Lease, to show the Premises to prospective brokers, agents, buyers, transferees, mortgagees or tenants, or to do any other act or thing necessary for the safety or preservation of the Premises or the Building. Entry by Landlord will not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

17. NO ASSIGNMENT OR SUBLETTING.

17.1 Tenant will not Transfer this Lease nor any part of the Premises, without the prior written consent of Landlord, which will not be unreasonably withheld. If Tenant is a business entity, any direct or indirect transfer of fifty percent (50%) or more of the ownership interest of the entity (whether in a single transaction or in the aggregate through more than one transaction) will be deemed a Transfer. Notwithstanding any provision in this Lease to the contrary, Tenant will not mortgage, pledge, hypothecate, grant a collateral assignment of or security interest in, or otherwise encumber all or any portion of Tenant's interest under this Lease. If a Transfer is not effectuated into within one hundred twenty (120) days after Landlord consents to such Transfer, Landlord's consent will expire and Tenant will need to re-obtain Landlord's consent to the Transfer.

17.2 No consent by Landlord to any Transfer will relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment, subletting or other Transfer. Each Transferee will be jointly and severally liable with Tenant (and Tenant will be jointly and severally liable with each Transferee) for the payment of Rent (or, in the case of a sublease, rent in the amount set forth in the sublease) and for the performance of all other terms and provisions of this Lease. The consent by Landlord to any Transfer will not relieve Tenant or any such Transferee from the obligation to obtain Landlord's prior written consent to any subsequent Transfer by Tenant or any Transferee. The acceptance of Rent by Landlord from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer.

17.3 Concurrently with submitting each request for Landlord's consent to any Transfer, Tenant will pay Landlord an administrative review fee of Five Hundred Dollars ($500.00). In addition to the administrative review fee, Tenant will pay to Landlord on demand all costs and expenses (including reasonable consultant's fees and Legal Costs) incurred by Landlord in connection with reviewing or consenting to any proposed Transfer. The administrative review fee and other costs are payable in connection with any request for consent to, or any waiver of Landlord's rights in connection with, any security interest in any of Tenant's FF&E at the Premises.

17.4 Tenant hereby absolutely and irrevocably assigns to Landlord all rights to receive rent and other

consideration from any sublease and agrees that Landlord, as assignee or as an attorney-in-fact for Tenant for purposes hereof, or a receiver for Tenant appointed on Landlord's application may (but will not be obligated to) collect such rents and other consideration and apply the same toward Tenant's obligations to Landlord under this Lease; provided, however, that Landlord grants to Tenant at all times prior to occurrence of any breach or default by Tenant a revocable license to collect such rents (which license will automatically and without notice be and be deemed to have been revoked and terminated immediately upon any event of default).

18. DAMAGE OR DESTRUCTION.

18.1 In the event the Premises are damaged or destroyed by fire or other casualty (i) to the extent that the cost of repairing or replacing same will exceed fifty percent (50%) of the then replacement value thereof, or (ii) during the last two (2) years of the then current Term and to the extent that the cost of repairing or replacing same will exceed twenty percent (20%) of the then replacement value thereof, or (iii) at any point it is determined that restoration of the Premises will take more than one hundred eighty (180) days from the date of such casualty; then, in any such event, Landlord may, within thirty (30) days after each such determination, terminate this Lease upon written notice to the other party, in which event (a) Tenant will be unconditionally obligated to transfer or assign to Landlord all insurance proceeds, if any, arising from such casualty event that relate exclusively to capital improvements and fixtures, and (b) this Lease will be deemed terminated and neither party will have any further obligations hereunder except those that expressly survive termination of this Lease hereunder.

18.2 Unless Landlord terminates this Lease as permitted herein after a casualty event, (i) Landlord will complete the Landlord Restoration Work, (ii) Tenant will be responsible for the replacement of Tenant's FF&E and Alterations, and (iii) Tenant will be responsible for the Tenant Restoration Work. The insurance proceeds received by Landlord on the Building and received by Tenant on any of the leasehold improvements for the Premises (but excluding insurance proceeds for Tenant's FF&E) will be held in trust by each respective party for the purpose of completing the Landlord Restoration Work and the Tenant Restoration Work. For the avoidance of doubt, Tenant will be solely responsible for the cost to replace or repair Tenant's FF&E and Alterations installed by Tenant (including any Alterations installed as part of Tenant's Work). The net available insurance proceeds received by Landlord (less any amount retained by Landlord's lender) and Tenant will then be proportionally allocated by Landlord and Tenant in good faith between the Landlord Restoration Work and the Tenant Restoration Work based on estimated expenses. If Landlord does not have sufficient insurance proceeds available to complete the Landlord Restoration Work, then Landlord can elect to terminate this Lease by written notice to Tenant within thirty (30) days after Landlord's determination that such insurance proceeds are insufficient.

18.3 In the event this Lease is terminated pursuant to this **Section 18**, Base Rent and Additional Rent will be prorated from the date of such casualty event through the date of termination. In the event this Lease is not terminated, then the Base Rent and Additional Rent will be equitably abated based on the rentable square footage of the Premises which is unusable, from the date of the casualty event until such time as the Landlord Restoration Work is Substantially Complete.

19. CONDEMNATION.

19.1. If the Premises, or any portion thereof, is taken by condemnation, this Lease will terminate as to that portion of the Premises that is taken as of the earlier of (i) the date that title to the Premises taken is vested in the condemning authority or (ii) the Date of Condemnation. If the portion of the Premises remaining after the condemnation is unsuitable for Tenant's continued use as reasonably determined by the parties, then Tenant may terminate this Lease upon thirty (30) days' written notice to Landlord after the Date of Condemnation. If the entire Premises is not taken and the Lease is not terminated by Tenant as provided herein, this Lease will remain in effect and Landlord will diligently proceed to repair and restore the Premises to an architecturally complete office space; provided, however, that Landlord's obligations to so repair and restore will be limited to the amount of any award received by Landlord and not required to be paid to any mortgagee. Landlord will not be obligated to repair or replace any Alterations, improvements, trade fixtures or Tenant's goods, inventory and personal property, which will be Tenant's responsibility. From and after the Date of Condemnation, Tenant will not be obligated to pay any Base Rent or Additional Rent applicable to such portion of the Premises taken based upon the percentage of rentable square feet in the Premises so taken from and after the Date of Condemnation; provided that Tenant will continue to pay Base Rent or Additional Rent without any abatement for any portion of the Premises that is not taken.

19.2 The entire award or compensation in any such condemnation proceeding, whether for a total or partial taking or for diminution in the value of the fee, will belong to and be the property of Landlord; provided, however, Tenant may pursue an award from the condemning authority for such compensation as may be separately awarded by the condemning authority to Tenant and Tenant's right to receive compensation or damages from the condemning authority for its fixtures and personal property will not be affected by any award or compensation paid to Landlord, so long as Landlord's award is not diminished.

20. SURRENDER AT END OF TERM; HOLDING OVER. On the last day of the Term (or Renewal Term if applicable) or upon the earlier termination of this Lease or Tenant's right of possession, Tenant will remove Tenant's FF&E from the Premises and quit and surrender the Premises to Landlord, broom clean, and in as good order, condition and repair as at the time Tenant took possession thereof, ordinary wear and tear excepted. If Tenant fails to remove any of Tenant's FF&E at the time of termination of this Lease or Tenant's right to possession is terminated, Landlord, at Tenant's sole cost and expense, will be entitled (but not obligated) to remove and store such property. Tenant will pay Landlord, upon demand, the expenses and storage charges incurred by Landlord as a result thereof. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, and Tenant remains in the Premises, Tenant's occupancy will be subject to all of the terms and provisions of this Lease, and Tenant will pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the sum of the Base Rent and any Additional Rent due for the period immediately preceding the holdover, unless Tenant and Landlord enter a written agreement with respect to such holdover term.

21. TENANT DEFAULT AND LANDLORD REMEDIES.

21.1 Tenant will be in default if: (a) Tenant fails to pay any monetary obligation within five (5) days after the date payment was due; (b) Tenant fails to perform any other obligation required of Tenant under this Lease within thirty (30) days after written notice from Landlord thereof, except that if curing such failure will reasonably require more than thirty (30) days, Tenant will have a reasonable time to perform such cure (not to exceed ninety (90) days) so long as Tenant commences its cure within thirty (30) days after the written notice and thereafter diligently pursues the cure to completion; (c) proceedings in bankruptcy are instituted by Tenant as debtor, or proceedings in bankruptcy are instituted against Tenant and such proceedings are not dismissed within sixty (60) days of the filing thereof; or (d) Tenant becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due, or forfeits or loses its right to conduct business.

21.2 Upon default, Tenant's right to possession will cease and Landlord will have the option to pursue all remedies available at law or in equity, including any one or more of the following remedies without any notice (except as expressly stated in the immediately preceding paragraph):

(a) Terminate Tenant's possession of the Premises by any lawful means, with or without terminating this Lease. Any termination will not affect Landlord's right to damages as described herein or as allowed by Law. Tenant will immediately surrender possession of the Premises to Landlord. In such event, Landlord will be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, without limitation, (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and any other charges which had been earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant affirmatively proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent and other charges which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant affirmatively proves Landlord could have reasonably avoided; (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, and the Costs of Reletting; and (v) all other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable Law. As used in subparts (i) and (ii) above, the "worth at the time of the award" will be computed by allowing interest on unpaid amounts at the rate of ten percent (10%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve

Bank of San Francisco at the time of the award, plus one percent (1%).

(b) Upon termination of Tenant's right to possession of the Premises, in compliance with applicable Law, remove Tenant, Tenant's FF&E and any parties occupying the Premises. Landlord may (but will not be obligated to) relet all or any part of the Premises, without notice to Tenant, for such period and on such terms and conditions (which may include concessions, free rent and improvement allowances) as Landlord in its absolute discretion will determine. Landlord may collect and receive all rents and other income from the reletting. Tenant will pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. The re-entry or taking of possession of the Premises will not be construed as an election by Landlord to terminate this Lease. If the Premises or any part thereof is re-rented together with other space, only that rent attributable to the Premises or part so rented will be applied toward Tenant's Rent obligation under this Lease.

(c) Maintain Tenant's right to possession, in which case this Lease will continue in effect (whether or not Tenant will have abandoned the Premises), and Landlord will be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due. If Landlord desires to re-enter the Premises, Landlord will notify Tenant and Tenant will peacefully vacate the Premises and remove Tenant's fixtures, furnishings, equipment, and personal property from the Premises within ten (10) days after Landlord's notice and grant Landlord the right to enter and possess the Premises. Landlord's re-entry into the Premises will not be deemed a surrender of the Premises by Tenant, an acceptance of the Premises by Landlord, a termination of the Lease, nor constructive eviction of Tenant. If Tenant fails to peacefully vacate the Premises after receipt of Landlord's notice exercising its rights under this paragraph, Landlord may obtain an order of restitution pursuant to applicable Laws. In such an event, Tenant hereby unconditionally stipulates to the order of restitution and waives any and all defenses and claims to the contrary and agrees that Landlord may obtain the order of restitution through summary proceedings.

(d) Pursue any other remedy now or hereafter available to Landlord under the Laws or judicial decisions of the state in which the Premises is located. The rights specifically described in this Section will not limit Landlord's right to correct by injunctive relief or recover damages for any and all detriment proximately caused by Tenant's default under this Lease or which would be likely to result from such default in the ordinary course.

In addition to the foregoing, if Tenant is in default of any of its non-monetary obligations under the Lease after the notice and cure periods required hereunder, Landlord will have the right to perform such obligations. Tenant will reimburse Landlord for the reasonable out-of-pocket cost of such performance upon demand, together with an administrative charge equal to 15% of the cost of the work performed by Landlord. The repossession or re-entering of all or any part of the Premises will not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord will be exclusive of any other right or remedy. Each right and remedy will be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at law or in equity.

The subsequent acceptance of Rent hereunder by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No waiver by Landlord of any breach hereof will be effective unless such waiver is in writing and signed by Landlord.

22. LANDLORD DEFAULT AND TENANT REMEDIES. If Landlord fails to perform any of its obligations under the Lease, Tenant may give written notice to Landlord. Landlord will be in default of this Lease if Landlord receives written notice of any failure to perform and Landlord fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord will not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursues such non-performance to completion. In the event of a default by Landlord, Tenant, at its option, without further notice or demand and as its sole and exclusive remedies, may: (i) pursue the remedy of specific performance or injunction; or (ii) seek declaratory relief; or (iii) pursue an action for actual and direct damages for loss. Notwithstanding anything herein to the contrary, Landlord will not be subject to consequential, indirect, expectation, punitive, or special damages, such as damages resulting from loss of business or revenue. Nothing herein contained will relieve Landlord from its obligations hereunder, nor will this Section be construed to obligate Tenant to perform Landlord's repair obligations.

23. ATTORNEY FEES AND OTHER COSTS; JURY WAIVER. In the event of a default by either party under this Lease, the defaulting party agrees to pay all costs and expenses incurred by the non-defaulting party as a result of the default or to enforce its remedies for default hereunder, including, without limitation, court costs, expert witness fees, and reasonable attorneys' fees. LANDLORD AND TENANT HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ALLEGING A BREACH OF THIS LEASE OR SEEKING AN INTERPRETATION HEREOF OR ANY RELIEF HEREUNDER.

24. ESTOPPEL CERTIFICATES. Within twenty (20) days after receipt of a written request from Landlord, Tenant will execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested (including a mortgagee or prospective purchaser). Such estoppel certificate will include a certification as to the status of this Lease, the existence of any defaults, the amount of Rent that is due and payable, and such other information as Landlord may reasonably request.

25. INDEMNIFICATION; RELEASE.

25.1 Landlord and Landlord Parties will not be liable to Tenant or Tenant Parties for (a) any loss, harm, or damage to any property (including Tenant's FF&E) in or about the Premises or the Building from any cause whatsoever, (including, without limitation: defects in the Building or in any equipment in the Building; fire, explosion or other casualty; bursting, rupture, leakage or overflow of any plumbing or other pipes or lines, sprinklers, tanks, drains, drinking fountains or wash stands in, above, or about the Premises or the Building; or acts of other tenants in the Building), or (b) any loss, theft, release or disclosure of any data or information (in physical or electronic form) from the Premises or Tenant's business operations within the Building or on the Property. In addition, Landlord and the Landlord Parties will not be liable to Tenant or Tenant Parties for any bodily injury in or about the Premises or the Building from any cause (including the acts of other tenants or their agents, servants, contractors, employees, guests or invitees). Tenant hereby releases and waives all Claims against Landlord and Landlord Parties for any such loss, harm, damage, injury, theft, release, and/or disclosure and the cost and expense of defending against such Claims, provided that Tenant does not release Landlord from any Claims for loss, harm or damage to any property (including Tenant's FF&E) arising from the gross negligence or intentional misconduct of Landlord or Landlord's employees acting within the scope of their employment or for bodily injury arising from the sole negligence or intentional misconduct of Landlord or Landlord's employees acting within the scope of their employment. In no event, however, will Landlord or the Landlord Parties be liable to Tenant or Tenant's Representatives for any punitive, special, exemplary, indirect, or consequential damages or damages for loss of business by Tenant.

25.2 Tenant will indemnify, defend and hold Landlord and Landlord Parties harmless for, from and against Claims arising from (a) the acts or omissions of Tenant or Tenant Parties or its guests and invitees in or about the Property or the Building, or (b) Tenant's use or occupancy of and operations upon the Property, Building, and Premises, or (c) any construction or other work undertaken by Tenant on the Premises (including any design and construction defects), or (d) any breach or default under this Lease by, through, or under Tenant, or (e) any accident, injury, harm, loss, or damage to any person or property, occurring in or about the Premises during the Term regardless of the cause, including, but not limited to, any environmental injury, harm and/or contamination; except that Tenant does not indemnify Landlord from any Claims for bodily injury solely arising from the direct negligent acts of Landlord or Landlord's employees acting within the scope of their employment. Subject to Tenant's indemnification obligations above, Landlord will indemnify, defend and hold Tenant harmless from and against Claims solely arising from the direct negligent acts or omissions of Landlord resulting in any harm or injury to persons in or about the Property; except that Landlord does not indemnify Tenant from any Claims for bodily injury arising in any degree from the acts or omissions of Tenant, Tenant Parties or its guests and invitees. Tenant's indemnification obligation is independent of Tenant's obligation to maintain insurance, and the minimum limits on Tenant's insurance coverage set forth in this Lease will not limit the Tenant's indemnification obligations under this Lease.

25.3 The obligations of the parties under this **Section 25.3** (a) are independent of, and will not be limited by, each other or any insurance obligations set forth in this Lease or comparative negligence statutes or principles or damages or benefits payable under workers compensation or other employee benefit acts, and (b) will survive the expiration or earlier termination or this Lease until such time as all related Claims against the benefited parties are fully and finally barred by applicable Laws. All applicable Laws affecting the validity or enforceability of any portion of the waivers, releases and indemnities contained in this **Section 25** are made a part of this **Section 25**, and will

operate to amend such obligations to the minimum extent necessary to bring the provisions into conformity with applicable Laws and cause the provisions, as modified, to continue in full force and effect.

26. NOTICES. Any notice or demand required or permitted hereunder will be: (i) given in writing; (ii) delivered by hand delivery, U.S. certified mail, overnight delivery service (e.g., FedEx); and (iii) deemed effectively given on the earliest of: (a) the date delivered, (b) the third business day after deposit of certified mail, postage prepaid, with the United States Postal Service, (c) the next business day after mailing by overnight delivery service, or (d) the date delivery is refused by the intended recipient. No notice hereunder may be effectively given by text message. Each notice is to be addressed to the parties at the addresses set forth in the Term Summary.

27. NO WAIVER. Neither party's failure to enforce or delay in enforcing any obligation of the other party under this Lease will waive or impair that party's right to enforce any obligation that remains unperformed or any subsequently maturing obligation by the non-performing party.

28. INTEGRATION. This Lease and any exhibits and schedules, if any, attached and forming a part of this Lease, set forth all the covenants, promises, agreements, conditions, and understandings, between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding upon Landlord or Tenant unless reduced to writing and signed by both of them.

29. SEVERABILITY. If any provision of this Lease or its application to any person or circumstance is held to be invalid or unenforceable by any tribunal having jurisdiction of the matter, the remainder of this Lease and the application of the provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable will not be affected and the invalid or unenforceable provision will be interpreted, modified and/or applied to the person or circumstance as to most nearly carry out the original intent of the parties and still be enforceable.

30. TIME OF ESSENCE. Time is of the essence in the interpretation and enforcement of this Lease.

31. NO RECORDING. Neither this Lease nor any memorandum thereof will be recorded in any public real estate records.

32. SIGNAGE. Except for installing Tenant's standard and customary signage on the exterior building (in a location mutually agreed upon between the parties), Tenant will not install any signs, advertisements or notices on the windows, doors, walls or other parts of the Building, except those approved in advance and in writing by Landlord.

33. QUIET ENJOYMENT. Landlord covenants that if Tenant timely pays the rent and performs all of the terms of this Lease, Tenant will peaceably and quietly enjoy and possess the Premises throughout the Term (and any Renewal Term(s)), subject only to the conditions set forth in this Lease.

34. GOVERNING LAW; NO PRESUMPTION. The Laws of the state where the Premises are located will govern the validity, performance, and enforcement of this Lease. The terms and provisions of this Lease represent the results of negotiations between Landlord and Tenant, each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease must be interpreted and construed in accordance with their usual and customary meanings, and Landlord and Tenant each waive the application of any rule of law that ambiguous or conflicting terms or provisions contained in this Lease are to be interpreted or construed against the party who prepared the executed Lease or any earlier draft.

35. BROKERS. Landlord and Tenant warrant and represent to each other, which warranty will survive the expiration or termination of this Lease, that in the negotiating or making of this Lease, neither party nor anyone acting on its behalf has dealt with any broker or finder who might be entitled to a fee or commission for this Lease. Landlord and Tenant will indemnify, defend, and hold each other harmless from any claims asserted by any other broker or finder for a fee or commission based upon any dealings with or statements made by the representing party.

36. AUTHORITY. Each individual executing this Lease represents and warrants that: (i) if the individual is executing this Lease for and in behalf of an entity or organization, all requisite corporate and/or legislative approvals have been secured and obtained, and that he/she has been duly authorized to execute this Lease in the capacity and for the entity set forth where he/she signs and to bind the entity or organization; and (ii) if the individual is executing this Lease for and in behalf of himself or herself, the individual has the requisite legal capacity, and has the requisite legal age, to enter into this Lease, and this Lease will be binding on the individual.

37. NO RELATIONSHIP. The parties expressly disclaim and disavow any partnership, joint venture, fiduciary, agency, employment status, or relationship between them and expressly affirm that they have entered into this Lease as part of an "arms-length" transaction. No party will have the right to act as an agent for another party, and each is solely responsible for its respective expenses, liabilities, and obligations.

38. INTERPRETATION. Wherever the context requires in construing of this Lease, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular.

39. COUNTERPARTS. This Lease may be signed in counterparts and transmitted electronically. Each counterpart will be deemed to be an original, but all separate counterparts will together constitute one and the same instrument. Electronic signatures and copies of signatures will be deemed originals.

40. INDEPENDENT COVENANTS/CONTROLLING NATURE OF LEASE. The parties agree that the terms and conditions of the Lease define and control their relationship and obligations regarding the Premises, the Building, and the Property. This Lease will be construed as though the covenants of Tenant are independent and Tenant hereby expressly waives the benefit of any Laws to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant will not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord (unless that right is expressly set forth herein). Notwithstanding the foregoing, Tenant may notify Landlord of any default and if such default is not cured within the prescribed cure period, Tenant may thereafter commence a separate action against Landlord for a violation of Landlord's obligations hereunder. In addition, Tenant hereby waives any benefits of any applicable existing or future Laws that may permit the termination of this Lease due to any Service Failure or other interruption or failure of any utility or other service, or due to any damage or destruction to or partial taking of the Premises or the Building under any circumstances.

[*Signatures on following page*]

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

LANDLORD:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole

By: _____

Name: _____

Its: Authorized Agent

TENANT:

WEST VALLEY CITY CORPORATION,
a Utah municipality

By: _____

Name: Karen Lang

Its: Mayor

ATTEST:

_____
City Recorder

Approved as to form 10/1/2025
Brandon Hill

SCHEDULE 1
DEFINITIONS

1.1. **Affiliate** – Any corporation, person or other entity that, directly or indirectly controls, is controlled by, or is under common control with Tenant or Landlord, as the case may be, or to any corporation or other entity resulting from a merger or consolidation with Tenant or Landlord, as the case may be. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

1.2. **Alterations** – Any additions, alterations, improvements, modifications, or changes to the Premises (including installation of any security system or telephone or data communication writing), other than Tenant's Work and Landlord's Work, as applicable.

1.3. **Claims** (individually, a "**Claim**") – All foreseeable and unforeseeable claims, actions, causes of action (whether in tort, contract, or under a theory of strict liability, or whether in law, equity, statutory or otherwise), litigation, demands, liabilities, damages, losses, injuries, disbursements, costs, charges, judgments, penalties, fines, losses, or expenses, including, without limitation, attorneys' fees.

1.4. **Cosmetic Alterations –** Alterations that (a) are of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) are not visible from the exterior of the Premises or Building; (c) will not affect the structure or components of the Building; and (d) do not require work to be performed inside the walls or above the ceiling of the Premises.

1.5. **Costs of Reletting** – All reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

1.6. **Date of Condemnation** – The date the condemning authority has the right to possession of the property being condemned.

1.7. **Environmental Laws** – All federal, state, local, or municipal environmental law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (ii) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (iii) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (iv) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (v) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (vi) state or local environmental laws, and (vii) any regulations related to any of the foregoing.

1.8. **Force Majeure Events** – Any event outside of the reasonable control of Landlord, including, but not limited to, any act of nature, act of God, governmental or police action or failure to act, labor dispute, strikes, lockouts, acts of war, acts of terrorism, civil unrest or commission, inability to obtain services, labor, or materials or reasonable substitutes therefor, unavailability of utility service, mechanical breakdown, closure of any public streets or sidewalks or any building, structure or improvement not owned by Landlord, and/or any fire or other casualty, or any contagious or infectious disease outbreaks or other public health emergencies, such as, but not limited to, epidemics, pandemics or impositions of quarantine restrictions by any governmental authority in the geographic area where the Premises is located or that imposes a significant risk of harm, injury, or illness to employees, contractors, servants, customers, or guests visiting the Premises or the Building, provided that Force Majeure Events will not include failure to pay any amount, such as Rent under this Lease, financial inability, or bankruptcy.

1.9. **Governmental Authorities** – Any governmental entity, agency or authority with jurisdiction over any portion of the Property, or any aspect of the entitlements, development, or construction thereof (including, without limitation, all applicable agencies and divisions of any local municipality.

1.10. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, all asbestos or petroleum-based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or

regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.11. **Landlord Parties** – Means Landlord, its property manager, if applicable, and any mortgagee, and any Affiliates of the foregoing, and all of their respective officers, directors, managers, members, shareholders, partners, employees, agents, servants, and contractors.

1.12. **Landlord Restoration Work** – After a casualty event, Landlord's repair and restoration work for the Building as may be required to return the Premises to its condition prior to the Commencement Date.

1.13. **Late Fee** – Ten percent (10.0%) of the delinquent amount.

1.14. **Laws** – Any law, regulation, rule, order, statute or ordinance of any governmental or private entity in effect at any time during the Term and applicable to the Property and Tenant's use thereof, including, but not limited to, building, fire and safety codes and regulations, conditional use permits, certificates of occupancy, Environmental Laws and the Americans with Disabilities Act.

1.15. **Lease** – This Lease Agreement, including the Term Summary and all exhibits and schedules attached hereto.

1.16. **Rent** – Base Rent and Additional Rent.

1.17. **RSF** – Rentable Square Feet; the total number of square feet of both the Building and the Premises, including an allocation of common area.

1.18. **Service Failure** – An interruption in, a disruption of, or failure or inability to provide any services or utilities to the Premises or Building for any reason.

1.19. **Tenant's FF&E** – Tenant's trade fixtures, furnishings, equipment and stock in trade.

1.20. **Tenant Parties** – Tenant, its partners, shareholders, members, managers, officers, directors, employees, agents, servants, contractors, assigns, representatives, licensees, and permitted subtenants

1.21. **Tenant Restoration Work** – After a casualty event, Tenant's repair and restoration for Tenant's Work and any Alterations made by Tenant.

1.22. **Transfer** – An assignment, collateral assignment, mortgage, pledge, hypothecation or Encumbrance of this Lease or any interest therein, or subletting or granting a license, concession or any other interest in the Premises, or permitting the use or occupancy of the Premises or any part thereof by or for the benefit of anyone other than Tenant, or in any other manner transferring all or any part of Tenant's rights or interests under this Lease. If Tenant is a business entity, any direct or indirect transfer of fifty percent (50%) or more in the aggregate of the ownership interest of the Tenant entity or of the ownership interest of the manager, member, or shareholder or other entity controlling the Tenant entity (whether in a single transaction or in the aggregate through more than one transaction) will be deemed a Transfer; provided that transfers of publicly traded ownership interest in the Tenant entity or a transfer resulting from the death of a person will not be deemed a Transfer.

1.23. **Transferee** – An assignee, mortgagee, subtenant, licensee, concessionaire, user or other transferee.

Exhibit A

(Floor Plan of the Premises)

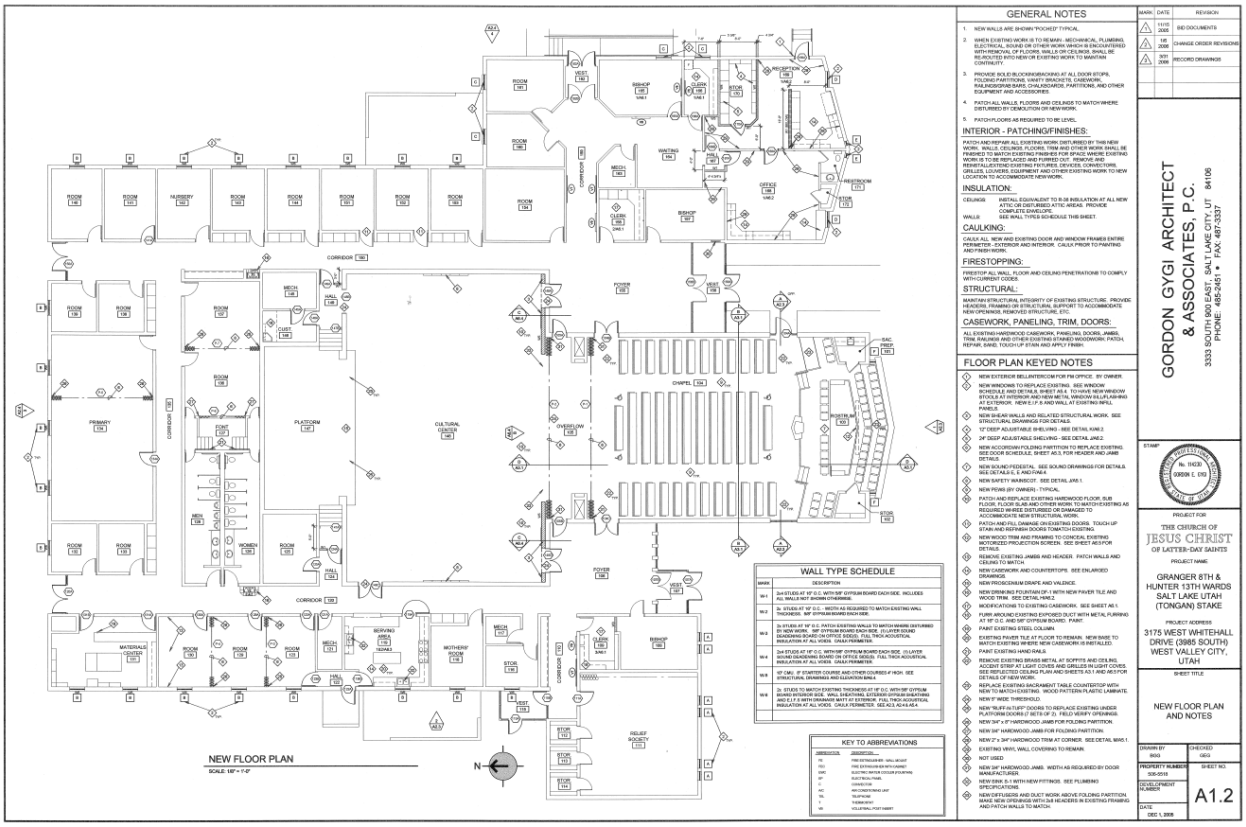


Exhibit B

(Allocation of Maintenance and Repair Obligations)

The allocation of Landlord's and Tenant's obligations, and the party responsible for the costs relating to the same, are as shown below.

Item	Landlord's Obligation	Tenant's Obligation	Recoverable by Landlord	Not Recoverable by Landlord
Building Foundation		X		
Building Structural Elements		X		
Exterior Walls (including painting)		X		
Roof		X		
Roof Membrane		X		
Rain Gutters		X		
Pylon/Monument Sign		X		
Pylon Sign Face		X		
Sidewalks		X		
Drive Aisles/Asphalt		X		
Parking Area/Asphalt		X		
Striping		X		
Parking Area Sweeping		X		
Common Area Signage		X		
Landscaping		X		
Building adjacent walkways		X		
Utility systems (from the meter to and within the Premises)		X		
Utility systems (to the meter and outside of the Premises)		X		
Utility systems (not separately metered)		X		
Utility Charges – Common Area and Building		X		
Utility Charges – Premises (separately metered)		X		
Common Areas Light Fixtures		X		
Maintenance of Building Lighting (including exterior building lighting)		X		
Replacement of Building Lighting (including exterior building lighting)		X		
HVAC (less than $2,000.00)		X		
HVAC (more than $2,000.00)		X		
Interior of Premises		X		
Windows/Plate Glass		X		
Interior Doors		X		
Exterior Doors		X		
Trash Enclosure		X		

Trash Dumpster & Disposal		X		
Snow Removal		X		
Tenant's Signage		X		
Property Signage		X		
Security – Common Areas		X		
Real Property Taxes		X		
Landlord's Insurance		X		
Tenant's Insurance		X		

1. DEFINITIONS. The following capitalized terms will have the ascribed meanings:

1.1 **Additional Rent** – Any charge, fee or expense payable by Tenant to Landlord under this Lease, including, without limitation, Tenant's Proportionate Share of (a) Operating Expenses, (b) Taxes, and (c) Landlord's Insurance, for any calendar year falling in whole or in part during the Term.

1.2 **Landlord's Insurance** – Landlord may manage a program of alternative risk transfer related to risk of harm, loss or damage to the Building and the Property, and the repair, restoration, and reconstruction thereof, to the extent and degree that Landlord deems necessary in Landlord's reasonable judgment. Landlord's risk management program may include elements of traditional insurance, self-insurance, large deductibles, or risk assumption. The cost of Landlord's risk management program will be deemed to be the cost of obtaining and managing an insurance policy covering the risk managed or assumed by Landlord, which cost will be determined by an estimate or quote from a reputable insurance company regarding such insurance coverage. The cost of Landlord's risk management program, as determined above, will be deemed the cost of insurance for expense reimbursement purposes and Landlord may, in its discretion, include such costs as part of Expenses. Landlord will not be required to carry insurance of any kind on Alterations and/or Tenant's personal property, and will not be obligated to repair any damage thereto or replace the same for any reason.

1.3 **Operating Expenses** – All reasonable, out-of-pocket costs and expenses incurred by Landlord during the Term that Landlord actually incurs with respect to maintaining and repairing the Premises.

1.4 **Statement** – A statement provided by Landlord to Tenant showing (i) the total amount of Operating Expenses, Taxes and Insurance and Tenant's Proportionate Share for the calendar year, (ii) the total payments made by Tenant, and (iii) any overpayment or underpayment by Tenant for the calendar year.

1.5 **Taxes** – All ad valorem real property taxes and assessments imposed on the Property.

1.6 **Tenant's Proportionate Share** – A fraction in which the numerator is the RSF of the Premises and the denominator is the RSF of the entire Building(s) on the Property. Tenant's Proportionate Share is 100.0%.

2. ADDITIONAL RENT.

2.1 Tenant will pay Additional Rent commencing on the Rent Commencement Date. Tenant will pay monthly Additional Rent installments on or before the first (1st) day of each month during the Term at Landlord's Address. For each calendar year, Landlord will estimate the amount of Additional Rent due for the year, and Tenant will pay Landlord one-twelfth of the estimate on the first day of each month during the year. The estimate may be revised by Landlord whenever it obtains information relevant to making the estimate more accurate.

2.2 Within 120 days after the end of each calendar year, Landlord will provide Tenant the Statement. If the Statement reveals that the actual amount of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance exceeds the total payments made by Tenant, Tenant will pay Landlord the deficiency within 30 days of Tenant's receipt of the Statement. If the Statement shows that Tenant's payments exceed the actual amount of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance, Landlord will reimburse Tenant the excess within 30 days of Tenant's receipt of the Statement.

2.3 If Tenant objects in writing to the Statement within 30 days after its receipt, Tenant will have the right to review Landlord's records relating to the Operating Expenses, Taxes and Insurance. If Tenant's review indicates that Tenant underpaid Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance, Tenant will pay the amount owed within 30 days after completing Tenant's review. If Tenant's review indicates that Tenant overpaid Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance, Landlord will either grant Tenant a credit toward payment of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance next coming due, or refund the overpayment to Tenant. Landlord will pay any undisputed refund within 30 days after the result of Tenant's review; provided, however, if Landlord disputes the results of Tenant's review, the parties will work together in good faith to resolve the dispute. Tenant will perform its review at its sole cost and expense.

SUMMARY OF
PURCHASE AND SALE AGREEMENT
PN: 506-5518 (Whitehall)

This Summary of Purchase and Sale Agreement (this "**Term Summary**") is a part of the Agreement (defined below). Each reference in the Agreement to any term in this Term Summary will have the meaning set forth in this Term Summary. If there is a conflict between the terms in this Term Summary and the Agreement, the terms of the Agreement will prevail.

"Seller":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
"Seller Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Steven Wallis Email: steven.wallis@churchofjesuschrist.org
"Seller Representative":	Steven Wallis
"Buyer":	**WEST VALLEY CITY CORPORATION**, a Utah municipality
"Buyer Address":	3600 Constitution Boulevard West Valley City, Utah 84119 Attn: Craig Thomas Email: craig.thomas@wvc-ut.gov
"Buyer Representative":	Craig Thomas
"Real Property":	Address: 3150 W Whitehall City/State/Zip: West Valley City, UT 84119 County: Salt Lake Tax Parcel No.: 15-33-304-014-0000 Legal Description and Depiction: See **Exhibit A** to this Agreement.
"Escrow Agent":	Fidelity National Title NCS Utah 170 S Main St., Suite 1075 Salt Lake City, UT 84101 Attn: Hillary Morgan Email: Hillary.morgan@fnf.com
"Seller Broker":	N/A
"Buyer Broker":	N/A
"Purchase Price":	$2,100,000.00
"Earnest Money":	$50,000.00. The parties acknowledge and agree that the Earnest Money shall become non-refundable to Buyer at the expiration of the Feasibility Period, but shall be applicable to the Purchase Price at Closing.

"Lease Agreement":	That certain Lease Agreement between Seller, as landlord, and Buyer, as tenant for the occupancy and use of the Property. The Lease Agreement shall be executed simultaneously with this Agreement.
Key Dates:	
"Feasibility Period":	From the Effective Date until the earlier to occur of the following: (i) 5:00 p.m. (Utah time) on the date which is two (2) years after the Effective Date; or (ii) the date on which Buyer has (a) secured all funding and financing for the acquisition of the Property and (b) obtained all necessary governmental approvals for the acquisition of the Property, including but not limited to all necessary City Council approvals for the funding and acquisition of the Property. The parties acknowledge and agree that in the event that the items under subsection (ii) above are satisfied, then Buyer shall be irrevocably committed to purchase the Property.
"Closing Date":	The date which is thirty (30) days after the Feasibility Period expires.
Entitlements:	The following Section will apply and be binding on the parties if checked (if not checked, then such Section will **not** apply): ☐ **Section 9.1.4** (Entitlements) The following actions will be considered "**Entitlements**": ☐ Rezoning of the Property. ☐ Obtaining a Conditional Use Permit.
Additional Provisions:	The following subsections, romanettes and exhibits will apply and be binding on the parties if checked (if not checked, then such subsections, romanettes and exhibits will **not** apply): ☒ **Section 15.1** (Decommissioning) ☐ **Intentionally Deleted** ☒ **Section 15.2(ii)** and **Exhibit 15.2(ii)** (Use Restriction) ☒ **Section 15.2(iii)** and **Exhibit 15.2(iii)** (Asbestos)
"Transaction Expense Chart":	The following transaction expenses will be allocated as follows:

#	Closing Item	Buyer's Share of Costs	Seller's Share of Costs	Not Applicable (if checked)
1.	Additional Inspections	100%	0%	☐
2.	ALTA Survey	100%	0%	☐
3.	Deed Preparation & Recording Fees	0%	100%	☐
4.	Phase I Report	100%	0%	☐
6.	Standard Owner's Title Policy	0%	100%	☐
7.	Extended Coverage & Title Endorsements	100%	0%	☐
8.	Transfer Tax	100%	0%	☐
9.	Rollback Tax	100%	0%	☐
10.	Seller's Broker Commission	0%	100%	☒
11.	Buyer's Broker Commission	100%	0%	☒
12.	Escrow and Closing Fees	50%	50%	☐

"**Buyer Relationship Disclosure**":	Check the box that applies:

	☒	Buyer **does not** have a personal, business or other relationship with Seller or affiliated corporations or groups other than the sale of the Property; or
	☐	Buyer **does** have a personal, business or other relationship with Seller or affiliated corporations or groups other than the sale of the Property, which is:
		☐ a currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints ("**Church**") where the Property is located;
		☐ an employee of the Seller or any Church affiliate;
		☐ a relative of an employee of Seller or of any other Church affiliate; and/or
		☐ a hired agent of the Seller or any Church affiliate.

Buyer's Initials: _____ **Seller's Initials:** _____

Approved as to form 10/1/2025
Brandon Hill

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is effective as of the Effective Date by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Seller**"), and **WEST VALLEY CITY CORPORATION**, a Utah municipality ("**Buyer**").

RECITALS

A. Seller is the owner of the Real Property located in the county and state set forth in the Term Summary, as more fully described and depicted on **Exhibit A**, together with those items included in the definition of "**Property**."

B. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property upon the terms and conditions in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Definitions. The capitalized terms used in this Agreement will have the meaning given them in this Agreement and **Schedule 1**.

2. Purchase Agreement. Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property subject to this Agreement.

3. Purchase Price. The Purchase Price will be due and payable as follows:

3.1. **Earnest Money**. Buyer shall deposit the Earnest Money with Escrow Agent no later than three (3) Business Days after the Effective Date. If the Earnest Money is not timely delivered by Buyer to Escrow Agent, then this Agreement will be null and void.

3.2. **Balance of Purchase Price**. Buyer shall pay the Purchase Price, less the Earnest Money and less any Base Rent payments made by Buyer under the Lease Agreement, to Seller at Closing, subject to the prorations, credits and adjustments in this Agreement and the Lease Agreement. Buyer acknowledges and agrees that in the event that Buyer does not elect to purchase the Property or the Lease Agreement terminates prior to Closing, then Seller shall be permitted to retain all Base Rent payments under the Lease Agreement, as more fully set forth in the Lease Agreement.

4. Disposition of Earnest Money. Seller and Buyer instruct Escrow Agent to (i) hold the Earnest Money in an FDIC-insured, interest-bearing account with no penalty for early withdrawal, and (ii) disburse the Earnest Money as follows:

4.1. **Distribution to Buyer**. If the Purchase and Sale Transaction is not consummated due to (i) the timely termination of this Agreement pursuant to an existing termination right wherein the express terms of such termination right provide that Buyer is to receive the Earnest Money, or (ii) the termination of this Agreement by Buyer pursuant to **Section 14.2** due to a Seller Default, then the Earnest Money will be returned to Buyer, less $100.00 of independent consideration which will be disbursed to Seller.

4.2. **Distribution to Seller**. If the Purchase and Sale Transaction is not consummated due to (i) the termination of this Agreement by Seller as a result of a Buyer Default, or (ii) any termination of this Agreement by any party for any reason other than as expressly set forth in **Section 4.1**, then the Earnest Money will be disbursed to Seller.

4.3. **Application**. If the Purchase and Sale Transaction is consummated, the Earnest Money will be applied to the Purchase Price and paid to Seller at Closing.

5. Feasibility Period.

5.1. **Feasibility Review**. Seller issues to Buyer and Buyer's employees, contractors and agents a nonexclusive right and license to enter upon the Real Property, at Buyer's sole risk, to inspect the Property and conduct any studies, tests, assessments or other matters deemed necessary by Buyer to assess the condition of the Property and determine whether to acquire the Property, to seek and obtain any desired funding and financing for the acquisition of the Property, and to obtain all necessary governmental approvals for the acquisition of the Property, including but not limited to all necessary City Council approvals for the funding and acquisition of the Property ("**Feasibility Review**") during the Feasibility Period. Notwithstanding the foregoing, Buyer shall not perform any invasive or intrusive testing at, in, on or under the Property (including, without limitation, any Phase II environmental site assessment) without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Buyer shall minimize any inconvenience or disturbance of any tenants or occupants of the Property in connection with the Feasibility Review. Seller shall have the right to have a Seller representative accompany Buyer and Buyer's Consultants during any entry onto the Property.

5.1.1. **Repair**. Buyer shall immediately repair any damage to the Property resulting from Buyer's entry upon, or testing of, the Property to the same or better condition that existed before such entry upon or testing of the Property.

5.1.2. **Indemnity**. Buyer shall indemnify, defend, save and hold Seller harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any kind whatsoever (including, without limitation, reasonable attorneys' fees and costs) ("**Losses**") caused by, or in any way related to, the acts or omissions of Buyer and its employees, contractors and agents during and in connection with the Feasibility Review; provided, however, such indemnification does not apply to the mere discovery by Buyer of any preexisting condition to the Property as a result of any testing permitted under this Agreement. The obligations of Buyer in the preceding sentence will survive the termination or Closing of this Agreement.

5.1.3. **Insurance**. Buyer shall obtain a Commercial General Liability Insurance Policy with a limit of not less than $1,000,000.00 each occurrence, covering the activities of Buyer and Buyer's Consultants while on the Real Property, and naming Seller as an additional insured, which policy will be non-cancelable without thirty (30) days' prior written notice to Seller. A certificate evidencing such insurance and Seller as an additional insured shall be delivered to Seller prior to Buyer or Buyer's Consultants entry onto the Real Property.

5.1.4. **Termination**. If the results of the Feasibility Review are unsatisfactory to Buyer for any reason, then Buyer may terminate this Agreement before the Feasibility Period expires by giving Seller written notice of termination ("**Termination Notice**"), whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If Buyer does not timely terminate this Agreement before the Feasibility Period expires, then Buyer: (i) will be deemed to have waived its right to terminate under this **Section 5.1.4** and approved the condition of the Property in all respects (subject to the satisfaction of the terms of this Agreement); (ii) the Earnest Money will be deemed nonrefundable to Buyer, subject to **Section 4.1**; and (iii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to the terms of this Agreement.

5.2. **Inspection Materials**.

5.2.1. **Delivery**. Within a reasonable period after the Opening of Escrow, Seller shall make available the following materials to Buyer to the extent within Seller's possession or control ("**Inspection Materials**"): (i) the most recent survey of the Real Property, if any; and (ii) a title commitment with respect to the Real Property issued by the Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property ("**Title Report**"). In no event shall Seller be required to provide to Buyer any materials or documentation that are attorney-work product, attorney-client privileged, materials relating to other real property, or appraisals of the Property. All Inspection Materials are furnished to Buyer "AS IS" with no warranty or representations of any kind whatsoever from Seller.

5.2.2. **Return**. If this Agreement terminates, then Buyer shall furnish to Seller no later than ten (10) days thereafter: (i) copies of any and all Inspection Materials furnished to Buyer by Seller or written confirmation that Seller has destroyed all hard copies and deleted all electronic copies of all Inspection Materials; and (ii) copies of any third-party reports prepared for Buyer relating to the Property. This **Section 5.2.2** will survive the termination of this Agreement.

6. Survey and Title Review.

6.1. **Survey**. Buyer may, at Buyer's expense, during the Feasibility Period obtain an ALTA survey for the Property by either obtaining a new survey or updating any survey furnished by Seller ("**Survey**"). If Buyer elects to obtain a Survey, then such Survey shall be certified to both Seller and Buyer.

6.2. **Title Review**. Buyer shall have until the Feasibility Period expires to review any matters disclosed in the Title Report or shown on the Survey. If Buyer does not approve the condition of title to the Property, then Buyer may terminate this Agreement pursuant to **Section 5.1.4**. If Buyer does not timely terminate this Agreement before the Feasibility Period pursuant to **Section 5.1.4**, then (i) all items, exceptions, and conditions shown on the then-current Title Report and the Survey will be deemed approved as "**Permitted Exceptions**" to the title of the Property; and (ii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to this Agreement. Notwithstanding anything in this Agreement to the contrary, Seller shall cause the release or removal of any deeds of trust, mortgages or other monetary encumbrances created by, through or under Seller and recorded against the Property ("**Mandatory Cure Items**") and the same will not constitute Permitted Exceptions; provided, however, in no event will any monetary encumbrance created by, through or under Buyer be deemed a Mandatory Cure Item. If, following use of good faith efforts, Seller is unable to remove any Mandatory Cure Items on or before Closing, then Seller may extend the Closing Date for a period not to exceed thirty (30) days to effectuate the removal or release of such Mandatory Cure Items.

6.3. **Title Policy**.

6.3.1. **Form of Policy**. At the Closing, Escrow Agent will issue to Buyer, at Seller's expense, a standard owner's policy of title insurance in the amount of the Purchase Price insuring Buyer as the fee owner of the Property, subject to the Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance ("**Title Policy**"). Buyer may, at its expense, obtain extended coverage or such endorsements to the Title Policy as Buyer may reasonably request. Obtaining extended coverage or any endorsements will not be a condition or contingency of the Closing.

6.3.2. **Primary Recourse**. Notwithstanding anything contained in this Agreement to the contrary, with respect to all matters affecting title to the Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any representation, warranty or covenant made by Seller in this Agreement or the Deed, then Buyer agrees that it will first seek recovery under the Title Policy, and Buyer may only assert any claim against Seller for recovery of such claim after all remedies available to Buyer under the Title Policy have been exhausted and any recovery from Seller will be reduced by any recourse received by Buyer under the Title Policy. This **Section 6.3.2** will survive the Closing and recording of the Deed.

7. Entitlements. Buyer, at its expense, will have until the Feasibility Period expires to design and plan its development of the Property. Buyer, at its sole expense, will have until the Closing Date to obtain necessary governmental approvals to secure the Entitlements ("**Entitlement Approvals**"). In all events, in pursuing such Entitlements, Buyer shall act in strict accordance with the provisions of **Exhibit 7**, which include, without limitation, a prohibition against any land use approval action or rezoning pursued by Buyer becoming final and binding on the Property prior to Closing and Seller having the right to review and approve any land use or rezoning applications prior to their submission to the governmental authority.

8. Closing.

8.1. **Time & Place**. The Closing for the Purchase and Sale Transaction will take place in the

offices of Escrow Agent, or its affiliate if required, on the Closing Date.

8.2. **Seller's Deliverables**. At the Closing, Seller shall deliver, or cause to be delivered to Escrow Agent and Buyer, as applicable:

8.2.1. **Deed**. The Deed, fully executed and properly acknowledged by Seller.

8.2.2. **FIRPTA**. An affidavit on Seller's approved form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2).

8.2.3. **General Assignment**. A general assignment and bill of sale related to the Property in the form of **Exhibit 8.2.3**, fully executed by Seller ("**General Assignment**").

8.2.4. **Settlement Statement**. A settlement statement signed by Seller that accurately reflects the payments, credits and prorations required in this Agreement.

8.2.5. **Amendment to Cooperation Agreement**. An amendment to the Cooperation Agreement (defined below), in a form and substance approved by the parties, signed by Seller.

8.2.6. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement; provided, however, that such funds, instruments and documents will be subject to Seller's prior approval thereof, which approval may not be unreasonably withheld.

8.3. **Buyer's Deliverables**. At the Closing, Buyer shall deliver to Escrow Agent:

8.3.1. **Purchase Price**. The Purchase Price (less the Deposit), and any additional funds required by this Agreement for closing costs, prorations, title policies and other fees and expenses related to the Closing.

8.3.2. **General Assignment**. The General Assignment, fully executed by Buyer.

8.3.3. **Settlement Statement**. A settlement statement signed by Buyer, which is reasonably acceptable to Buyer and accurately reflects the payments, credits and prorations required herein.

8.3.4. **Amendment to Cooperation Agreement**. An amendment to the Cooperation Agreement, in a form and substance approved by the parties, signed by Buyer.

8.3.5. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents will be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

8.4. **Prorations & Closing Costs**.

8.4.1. **Own Costs**. Except as expressly set forth in this Agreement, each party shall bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. The parties shall pay those expenses allocated to such party on the Transaction Expense Chart.

8.4.2. **Taxes**. All real property taxes and assessments accrued for the current year will be prorated between the parties as of Closing. To the extent that a real tax bill is unavailable for the year in which the Closing occurs, then the parties shall estimate the real estate taxes based on the prior year. Not later than December 31 of the calendar year in which the Closing occurs (or such earlier date as possible), Seller and Buyer may re-prorate real property taxes based upon actual real estate tax bills received after Closing. This **Section 8.4.2** will survive the Closing.

8.4.3. **Utilities**. Payments to all utility and other service providers related to the Property will be prorated between the parties as of Closing.

8.4.4. **Sales Tax**. All sales or use taxes, proceeds or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity shall be paid by Buyer.

8.5. **Possession**. Buyer shall be entitled to possession of the Property at Closing.

9. Closing Conditions.

9.1. **Buyer's Conditions**. Buyer's obligations to consummate the Purchase and Sale Transaction is specifically conditioned and contingent on the satisfaction of each of the following at Closing:

9.1.1. **Deliverables**. Seller's delivery of the materials required under **Section 8.2** and Seller's material satisfaction of its obligations in this Agreement.

9.1.2. **Title Policy**. Title Company is irrevocable committed to issue the Title Policy, subject only to the Permitted Exceptions.

9.1.3. **Representations**. Seller's representations made in this Agreement will be true and correct in all material respects.

9.1.4. **Entitlements**. Buyer has obtained the Entitlement Approvals.

9.2. **Seller's Conditions**. Seller's obligations to consummate the Purchase and Sale Transaction is specifically conditioned and contingent on the satisfaction of each of the following at Closing:

9.2.1. **Deliverables**. Buyer's delivery of the materials and funds required under **Section 8.3** and Buyer's material satisfaction of its obligations in this Agreement.

9.2.2. **Representations**. Buyer's representations made in this Agreement will be true and correct in all material respects.

9.3. **Failure of Condition**.

9.3.1. **Failure of Buyer Condition**. If any Buyer Condition is not satisfied at Closing, then Buyer may either: (i) waive such unsatisfied Buyer Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Seller written notice thereof, whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If a Buyer Condition is not satisfied due to a Seller Default, then Buyer will, in addition to the foregoing, have the remedies in **Section 14.2**.

9.3.2. **Failure of Seller Condition**. If any Seller Condition is not satisfied at Closing, then Seller may either: (i) waive such unsatisfied Seller Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Buyer written notice thereof, whereupon the Earnest Money will be returned to Buyer, except if such unsatisfied Seller Condition is a result of a Buyer Default, in which event Seller will have the remedies in **Section 14.1**, including, without limitation, the right to receive the Earnest Money.

10. Representations.

10.1. **Seller Representations**. Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents to Buyer that:

10.1.1. **Organization & Standing**. Seller is duly formed, validly existing and in good standing under the laws of the state of its formation. Seller has full power and authority to enter into and perform this

Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.

10.1.2. **Binding Agreement**. This Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

10.1.3. **No Litigation**. There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

10.1.4. **No Bankruptcy**. Seller has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.1.5. **Non-Foreign Person**. Seller is not a "foreign person" as defined in the Internal Revenue Code Section 1445 and the regulations promulgated thereunder.

The representations by Seller in this **Section 10.1** will terminate at and not survive the Closing.

10.2. **Buyer's Representations**. Buyer, to Buyer's Current Knowledge, as of the date of this Agreement and again at Closing, represents to Seller that:

10.2.1. **Organization & Standing**. Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyer.

10.2.2. **Binding Agreement**. This Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

10.2.3. **No Bankruptcy**. Buyer has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.2.4. **Buyer Relationship Disclosure**. The Buyer Relationship Disclosure set forth on the Term Summary is true and correct in all material respects.

The representations by Buyer set forth in this **Section 10.2** will terminate at and not survive the Closing.

11. As Is Purchase.

11.1. **Disclaimer**. Except as expressly set forth in the Deed delivered at Closing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property or the Inspection Materials. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or

regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose (including without limitation the current or any future use thereof); or (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials.

11.2. **Acceptance**. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED DELIVERED AT CLOSING, THE PROPERTY WILL BE SOLD AND BUYER WILL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY AT CLOSING IN ITS "**AS IS, WHERE IS CONDITION, WITH ALL FAULTS**," WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN THE DEED DELIVERED AT CLOSING, SUCH SALE WILL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

11.3. **General Release**. Buyer, on behalf of itself and its successors, assigns and representatives, does hereby release Seller, except as expressly set forth in the Deed, and Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorneys' fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyer may have at Closing or which may arise in the future on account of or in any way arising out of or connected with this Agreement. Buyer understands the significance of executing this Agreement and the general release of claims set forth above.

11.4. **Material Inducement**. Buyer hereby agrees and acknowledges that this **Section 11** and, if applicable, **Section 15.2**, are each a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyer without Buyer's express agreement to this **Section 11**. This **Section 11** will survive the Closing and the recording of the Deed.

12. Risk of Loss.

12.1. **Risk of Loss**. Except as set forth in this **Section 12**, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

12.2. **Condemnation**. If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyer of such proceedings, and this Agreement will not terminate, but will remain in full force and effect. In such event, at Closing (i) Seller shall pay to Buyer all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing; (ii) Seller shall assign to Buyer all of Seller's rights to defend such proceedings or actions in lieu thereof; and (iii) Buyer shall take the Property subject to any such proceedings. The Purchase Price will not be adjusted or reduced for any such proceedings or for any land taken by condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" means the service upon Seller of a formal notice of condemnation by a governmental authority with the power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

12.3. **Casualty**.

12.3.1. **Minor Casualty**. If the Property is damaged by any casualty before Closing, and the loss in value to the Property because of such casualty ("**Casualty Loss Value**"), as estimated by Seller, in its sole but reasonable discretion, is less than or equal to ten percent (10%) of the Purchase Price, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided herein, without any adjustment to the Purchase Price. Notwithstanding the foregoing, in no event shall Seller commit any waste of the Property.

12.3.2. **Major Casualty**. If the Property is damaged by any casualty before Closing, and the Casualty Loss Value, as estimated by Seller, in its sole but reasonable discretion, is more than ten percent (10%) of the Purchase Price, then either Seller or Buyer may elect to terminate this Agreement, by written notice to the other

party given not more than ten (10) days after receipt of written notice from Seller to Buyer of Seller's estimate of the valuation loss, which notice Seller shall give no later than thirty (30) days after the casualty. If neither party elects to so terminate this Agreement pursuant to this **Section 12.3.2**, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided in this Agreement, without any adjustment to the Purchase Price.

13. Broker Commission. Except as disclosed in the Term Summary, Buyer and Seller each represents and warrants that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Except as set forth in the Term Summary, Buyer and Seller shall each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit following the Closing. Any brokerage agreement between Buyer and Seller with their respective broker(s) will be memorialized by separate agreement. No brokerage fees or commissions will be based on or governed by this Agreement. This **Section 13** will survive the Closing.

14. Remedies & Termination.

14.1. **Seller's Remedies**. If Buyer defaults in any of its agreements, covenants or other obligations under this Agreement ("**Buyer Default**"), then Seller shall give Buyer written notice of such default and thereafter Buyer shall have five (5) Business Days to cure such default. If such Buyer Default remains uncured after any applicable cure period, then Seller may, as its remedies for such Buyer Default, either: (i) waive the effect of such Buyer Default and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement, whereupon Escrow Agent will disburse the Earnest Money to Seller as liquidated damages. SELLER AND BUYER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER DUE TO A BUYER DEFAULT AND THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS THE AMOUNT OF THE EARNEST MONEY. Notwithstanding anything in this Agreement contrary, this **Section 14.1** will not limit any right to indemnification and restoration in favor of Seller in this Agreement.

14.2. **Buyer's Remedies**. If Seller defaults in any of its agreements, covenants, or other obligations under this Agreement ("**Seller Default**"), then Buyer shall give Seller written notice of such Seller Default and thereafter Seller shall have five (5) Business Days to cure such default. If such Seller Default remains uncured after any applicable cure period, Buyer may, as its sole remedies for such Seller Default, either: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) terminate this Agreement in accordance with **Section 14.3** below; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this **Section 14.2** will be non-cumulative and exclusive. In no event shall Buyer be entitled to any punitive, special, or consequential damages of any kind.

14.3. **Termination**. If Buyer or Seller elects to terminate this Agreement pursuant to its terms, the terminating party shall deliver written notice of such termination to the other party and Escrow Agent (provided, any failure to deliver written notice to Escrow Agent will not invalidate such termination notice). Upon delivery of written notice of termination in the preceding sentence, or upon an automatic termination in accordance with this Agreement, Escrow Agent will disburse the Earnest Money in accordance with **Section 4**, return all documents deposited with Escrow Agent to the party who supplied such documents, and this Agreement will terminate and the parties shall have no further rights or obligations other than those that expressly survive the termination of this Agreement. Seller and Buyer shall each pay half of any escrow termination fees or costs, except for a termination due to Seller Default or Buyer Default, in which instance the defaulting party shall pay such fees and costs.

15. Meetinghouse & Adjacent Property.

15.1. **Decommissioning**.

15.1.1. **Decommissioning by Seller**. Buyer acknowledges that Seller has certain established protocols for decommissioning any Meetinghouse Structure. Within sixty (60) days of the Effective Date, Seller, at Seller's cost and expense shall decommission the Meetinghouse Structure located on the Real Property in accordance with Seller's protocols and standards, which decommissioning may include, without limitation, removing

or modifying religious iconography, signage, steeple improvements and baptismal font. All decommissioning work to be performed by Seller shall be done in a good and workmanlike manner. Buyer acknowledges the requirement for decommissioning the Meetinghouse Structure prior to Closing, and agrees that the changes to the Property that result therefrom is permitted under this Agreement. As set forth in the Lease Agreement, Buyer acknowledges that occupancy of the Property under the Lease Agreement shall not be permitted until said decommissioning work has been completed.

15.1.2. **Reimbursement by Buyer**. In the event that the decommissioning work is completed by Seller but the Purchase and Sale Transaction is not consummated between Buyer and Seller such that Closing does not occur (except in the event of a Seller default), then Seller shall have the option, in Seller's sole and absolute discretion, to reinstall and reconstruct the baptismal font and/or steeple on the Property in the same manner and condition that existed prior to removal, and Buyer shall be required to reimburse the Seller for the costs and expenses associated with said reinstallation and reconstruction. Upon completion of the reinstallation and reconstruction of the baptismal font and/or steeple, Buyer will reimburse Seller within thirty (30) days of (a) completion of the reconstruction activities, and (b) Seller's written request to Buyer for reimbursement. In submitting Seller's request for reimbursement, Seller will provide Buyer reasonable documentation evidencing the costs and expenses set forth in the reimbursement request. Provided Buyer does not object to the amounts for reimbursement or evidence submitted with the reimbursement request, then Buyer will reimburse Seller within said 30-day period. This Section shall survive the early expiration of termination of this Agreement.

15.2. **Reservations & Restrictions**. Buyer's intended use of the Property is for the MyHometown program in accordance with the existing Community Initiative Cooperation Agreement between Seller and Buyer (as shall be amended between the parties at Closing pursuant to **Section 8** above, the "**Cooperation Agreement**") as well as other City programs and events. Seller may, in its sole discretion, include in the Deed, and Buyer acknowledges that such reservations, restrictions, and acknowledgments and covenants will be binding on the Property and Buyer notwithstanding any failure to include the following in the Deed: (i) Intentionally Deleted; (ii) the use restrictions on **Exhibit 15.2(ii)**; and (iii) the asbestos acknowledgments and covenants on **Exhibit 15.2(iii)**. Buyer acknowledges that such reservations, restrictions and covenants will be binding on the Property and Buyer notwithstanding any failure to include the foregoing in the Deed. This **Section 15.2** will survive the Closing and the recording of the Deed.

16. Notices.

16.1. **Means of Delivery**. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement will be in writing and will be given by either: (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) email. In all events, notice will only be deemed given if properly addressed to Seller or Buyer as applicable, at the addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section) set forth in the Term Summary. Copies of all notices given to Seller or Buyer shall be given to Escrow Agent (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent will not affect the effectiveness of the notice if properly provided to the other parties as described above).

16.2. **Timing**. Notice will be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed; provided, however, such notice is given after 5:00 pm Utah time, then such notice will be deemed given on the next Business Day. Notice will be deemed to have been received on the date on which the notice is actually received or delivery is refused; provided, however, if such notice is received after 5:00 pm Utah time, then such notice will be deemed received on the next Business Day.

17. Miscellaneous.

17.1. **Entire Agreement**. This Agreement sets forth the entire understanding of the parties with respect to the matters in this Agreement, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

17.2. **Successors & Assigns**. Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyer. Buyer shall not have the right to assign, transfer or convey any of its rights and obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may withhold in its sole discretion. Notwithstanding the preceding sentence, Buyer may designate a different entity to take title to the Property at Closing (provided Buyer delivers Seller notice thereof no later than five Business Days prior to Closing). This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17.3. **Additional Acts**. The parties will promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

17.4. **Headings**. The headings in this Agreement are for reference only and will not limit or define the meaning of any provision of this Agreement.

17.5. **Business Days**. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

17.6. **Time of the Essence**. With respect to all dates and periods in this Agreement, time is of the essence and such dates and periods will be strictly enforced.

17.7. **Construction**. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms in this Agreement will be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms should be construed against the party who (or whose attorney) prepared this Agreement or any earlier draft of the same.

17.8. **Interpretation**. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms of this Agreement and the terms of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same will be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which will be deemed to prevail and control. Wherever the context requires in construing of this Agreement, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular.

17.9. **No Third-Party Beneficiary**. No term of this Agreement or the exhibits hereto is intended to be, nor will any such term or provision be construed to be, for the benefit of any person or entity (including any broker) not a party hereunder.

17.10. **Press Release**. The parties do not desire any publicity with respect to this transaction, and therefore each party agrees, for itself and its employees, contractors and agents (including specifically real estate brokers and agents), that no publication of this transaction will be made and no information with respect to this transaction will be given to any media. Each party shall instruct any broker working with that party of this requirement and obtain the signed agreement of that broker to abide by the terms of this **Section 17.10**. Buyer shall keep in strict confidences the Inspection Materials, the results of any Feasibility Review and the existence of this Agreement and any negotiations between the parties, and Buyer shall not disclose the same to any other party, other than disclosures to Buyer's Consultants to the extent necessary to allow Buyer to conduct its Feasibility Review and consummate the Purchase and Sale Transaction. This **Section 17.10** will survive any termination of this Agreement. This restriction does not apply to any legal procedures (such as notice or public meetings) that may be required for Buyer to complete the purchase or to the Buyer's obligation to comply with the Government Records Access and Management Act.

17.11. **Survival**. Only as specifically provided in this Agreement will any terms of this Agreement survive Closing or termination. Any such matters that expressly survive Closing or the termination of this Agreement will be subject to any time limitations set forth herein, and, with respect to terms that survive Closing, will

not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of such surviving terms or for material misrepresentation and indemnity made in writing during the applicable period limitation will survive such period.

17.12. **Governing Law; Jurisdiction**. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Utah, except with respect to real property related issues which is governed by the laws of the state where the Real Property is located.

17.13. **Attorneys' Fees**. If there is any dispute between the parties to enforce or interpret this Agreement, the unsuccessful party in such dispute shall pay to the successful party all costs and expenses, including, without limitation, to reasonable attorneys' fees, incurred by the successful party.

17.14. **Severability**. If any term or condition of this Agreement (or portion thereof) is deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not alter the remaining portion of such term or condition, or any other term or condition hereof, as each term or condition of this Agreement will be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

17.15. **No Waiver**. The waiver by any party hereto of any right granted to it hereunder will not be deemed to be a waiver of any other right granted hereunder, nor will the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

17.16. **Counterparts**. The parties may sign this Agreement in multiple identical counterparts, all of which taken together will constitute one and the same agreement. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement will have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[*signature to follow*]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

By: _____
Name: _____
Its: Authorized Agent
Date: November 1, 2025

BUYER:

WEST VALLEY CITY CORPORATION,
a Utah municipality

By: _____
Name: Karen Lang
Its: Mayor
Date: November 1, 2025

ATTEST:

_____
City Recorder

Approved as to form 10/1/2025
Brandon Hill

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreement dated _____ __, 2025, and the Earnest Money, are accepted and the Escrow is opened this ____ day of _____, 2025. Escrow Agent hereby agrees to act as the Escrow Agent, as defined in this Agreement, and to perform its duties in accordance with this Agreement and to comply with state and local laws relating to acting as an escrow or closing agent for real property transactions. Further, Escrow Agent hereby agrees to act as "the person responsible for closing" the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: Fidelity National Title NCS Utah

By: _____
Name: _____
Its: _____

LIST OF EXHIBITS

Schedule 1	-	Definitions
Exhibit A	-	Real Property Description and Depiction
Exhibit 1.32	-	Personal Property
Exhibit 7	-	Entitlements
Exhibit 8.2.1	-	Deed
Exhibit 8.2.3	-	General Assignment
Exhibit 15.2(ii)	-	Use Restrictions
Exhibit 15.2(iii)	-	Asbestos Acknowledgement and Covenants

SCHEDULE 1

DEFINITIONS

1.1. **Agreement** – Defined in the opening paragraph and including the Term Summary and all exhibits and schedules attached hereto.

1.2. **Business Day** – A day other than a Saturday, Sunday or day on which banking institutions in the state where the Real Property is located are authorized or required by law or executive order to be closed.

1.3. **Buyer** – Defined in the Term Summary.

1.4. **Buyer Condition** and **Buyer Conditions** – The conditions to Buyer's closing obligations set forth in **Section 9.1**, individually and collectively, as the context may require.

1.5. **Buyer's Consultants** – The attorneys, lenders, and consultants of Buyer that are specifically working with Buyer on the Purchase and Sale Transaction.

1.6. **Buyer Default** – Defined in **Section 14.1**.

1.7. **Cash** – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

1.8. **Casualty Loss Value** – Defined in **Section 12.3.1**.

1.9. **Church** – Defined in the Term Summary.

1.10. **Closing** or **Close of Escrow** – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed.

1.11. **Closing Date** – Defined in the Term Summary.

1.12. **Current Knowledge** – With respect to Seller, the current, actual knowledge, without a duty to investigate, of the Seller Representative, and with respect to Buyer, the current, actual knowledge of Buyer; provided, however, such Seller Representative and Buyer Representative will not have any personal liability with respect to any representations and warranties in this Agreement.

1.13. **Deed** – A special or limited warranty deed, or its equivalent in the state where the Real Property is located, in the substance of **Exhibit 8.2.1**.

1.14. **Earnest Money** – The earnest money in Cash to be deposited by Buyer with Escrow Agent in the amount set forth in the Term Summary, together with any interest earned thereon.

1.15. **Effective Date** – The later of the dates that Buyer or Seller acknowledges receipt of a fully executed Agreement, as evidenced by Buyer's or Seller's signatures and the date inserted following their signatures on the signature page herein.

1.16. **Entitlements** – Defined in the Term Summary.

1.17. **Entitlement Approvals** – Defined in **Section 7**.

1.18. **Entitlement Documents** – Defined in **Exhibit 7**.

1.19. **Escrow** – The escrow created with the Escrow Agent pursuant to this Agreement.

1.20. **Escrow Agent** – Defined in the Term Summary.

1.21. **Feasibility Period** – Defined in the Term Summary.

1.22. **Feasibility Review** – Defined in **Section 5**.

1.23. **General Assignment** – Defined in **Section 8.2.3**.

1.24. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, all asbestos or petroleum based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.25. **Inspection Materials** – Defined in **Section 5.2.1**.

1.26. **Losses** – Defined in **Section 5.1.2**.

1.27. **Mandatory Cure Items** – Defined in **Section 6.2**.

1.28. **Meetings** – Defined in **Exhibit 7**.

1.29. **Meetinghouse Structure** – Any religious meetinghouse or other structure located on the Real Property for religious purposes.

1.30. **Opening of Escrow** – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.

1.31. **Permitted Exceptions** – All (i) taxes and assessments against the Property which are not yet due and payable as of the Closing Date, (ii) then-current laws and regulations applicable to the Property, (iii) any patent claims and reservations, (iv) and other matters of record or discoverable by an inspection or survey affecting title to the Property including, without limitations, those matters contained in the Title Report or shown on the Survey.

1.32. **Personal Property** – All personal property, furniture, equipment, facilities, and items listed on **Exhibit 1.32** attached hereto, if any.

1.33. **Property** – The Real Property, together with: (i) all buildings, structures and improvements currently included thereon; (ii) any and all easements, rights of way, and appurtenances running with or pertaining thereto, including without limitation any rights to use adjacent streets or alleyways; and (iii) the Personal Property, all subject to the reservations set forth in the Deed; but excluding all Water Rights and the applicable reservations set forth in **Section 15.2**.

1.34. **Purchase Price** – The purchase price for the Property to be paid in Cash by Buyer to Seller in the amount set forth in the Term Summary.

1.35. **Purchase and Sale Transaction** – The purchase of the Property by Buyer, and the sale of the Property by Seller, all as contemplated by this Agreement.

1.36. **Real Property** – Defined in Recital A.

1.37. **Relationship Disclosure** – Buyer's relationship disclosure set forth in the Term Summary.

1.38. **Seller** – Defined in the Term Summary.

1.39. **Seller Condition** and **Seller Conditions** – The conditions to Seller's closing obligations set forth in **Section 9.2**, individually and collectively, as the context may require.

1.40. **Seller Default** – Defined in **Section 14.2**.

1.41. **Seller Representative** – Defined in the Term Summary.

1.42. **Survey** – Defined in **Section 6.1**.

1.43. **Termination Notice** – Defined in **Section 5.1.4**.

1.44. **Term Summary** –The Summary of Purchase and Sale Agreement.

1.45. **Title Company** – The party listed in **Section 1.20** of **Schedule 1**.

1.46. **Title Policy** – Defined in **Section 6.3.1**.

1.47. **Title Report** – Defined in **Section 5.2.1**.

1.48. **Transaction Expense Chart** – The allocation of transaction costs and expenses set forth in the Term Summary.

1.49. **Water Rights** – Any water rights that are appurtenant to the Real Property and any water shares or stock certificates in any water, canal or irrigation company.

EXHIBIT A

REAL PROPERTY DESCRIPTION AND DEPICTION

[*The legal description below is subject to confirmation in the Title Report*]

Commencing at a point which is 80 rods North from the Southwest corner of Section 33 Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 37 rods, thence South 20 rods, thence West 37 rods, thence North 20 rods, to the place of beginning.

LESS AND EXCLUDING therefrom, that portion dedicated within the Rolling Meadows No. 6 Subdivision, being recorded March 6, 1962 as Entry No. 1831655 in Book Y of Plats at Page 11 of Official Records.

Tax Parcel No. 15-33-304-014-0000

EXHIBIT 1.32

PERSONAL PROPERTY LIST

To be agreed upon between the Parties in good faith prior to the Closing.

EXHIBIT 7

ENTITLEMENTS

A. Buyer may, as part of planning its proposed development of the Property, but subject to the remaining provisions of this **Exhibit 7**, seek and pursue the Entitlements. In no event will the Entitlements include, and in no event shall Buyer cause to occur, any action or matter not set forth above, including without limitation, rezoning of the property, final plat approval, final subdivision approval, the recording of any subdivision plat, and any similar governmental action, it being understood that such actions and filings may not occur without the prior written consent of Seller, which consent Seller may withhold in its sole and absolute discretion.

B. As to any Entitlement action allowed herein that will have a permanent effect on the Property prior to Closing, such as rezoning, Seller will have the right to reasonably approve such action, after written notice from Buyer which includes the pertinent materials and information. If Seller has not responded within fifteen (15) Business Days after receipt of all necessary information, Seller's approval will be deemed given.

C. Buyer shall keep Seller informed of the status of any Entitlements Buyer is pursuing, and from time to time (but no less frequently than once every month) shall report in writing to Seller the current status of any Entitlements Buyer is pursuing and other pertinent information relating to the Entitlements. At least five (5) Business Days prior to Buyer's delivery to any governmental entity or agency of any applications, subdivisions, studies, plans, site plans, master plans, and other documents and materials related to the Entitlements ("**Entitlement Documents**"), copies thereof shall be delivered to Seller. Buyer shall not submit any Entitlement Documents to any governmental entity or agency until Seller has reviewed and approved the same (which approval may not be unreasonably withheld). Further, Buyer shall notify Seller at least fifteen (15) days in advance of any and all meetings (including city, committee, planning staff and neighborhood meetings), hearings, conferences and study sessions related to the Entitlements (collectively "**Meetings**"), and Seller may attend and to participate in such Meetings.

D. Buyer and Seller shall cooperate with each other in good faith in connection with the Entitlements, and Buyer shall freely provide Seller with the Entitlement Documents and all other pertinent information related to the Entitlements in an expeditious manner. In no event shall Buyer amend or otherwise modify the Entitlements applications or any of the Entitlement Documents in any material way without obtaining the prior written consent of Seller.

E. Buyer shall not file or record any Plats before Closing.

F. If the Purchase and Sale Transaction is not consummated at Closing, then Buyer shall assign to Seller, upon the request of and at no cost to Seller, all Entitlement Document (and applications, materials and approvals relating thereto), and Seller may assign such Entitlement Documents (and applications, materials and approvals relating thereto) to another buyer or proceed with such approvals on its own behalf or abandon any such applications.

G. In addition to Seller's right to review and approve all Entitlement Documents, Buyer shall deliver to Seller, for Seller's review and approval (which approval may not be unreasonably withheld), all site plans, architectural plans and development plans (but in no event shall Buyer be obligated to provide Seller with any financial information). If Seller has not responded ten (10) Business Days after receipt of the applicable site plans, architectural plans and development plans, then Seller's approval will be deemed given.

H. If (i) Seller has approved Buyer's Entitlement Documents, and (ii) all other terms and provisions of this **Exhibit 7** are satisfied, then Seller shall (x) work together in good faith with Buyer and (y) use commercially reasonable efforts (at no out-of-pocket cost to itself) to cooperate with Buyer in obtaining the Entitlements as more fully set forth above, including without limitation, executing any applicable documentation requested by Buyer.

I. All capitalized terms referred to in this Agreement will have the same meaning provided in the Agreement, except where expressly defined otherwise herein.

EXHIBIT 8.2.1

DEED

[*Subject to conformance to state and local recording and form requirements*]

Recording requested by
and when recorded mail to:

_____
_____
_____
_____

_____
(space above for recorder's use only)

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Grantor**"), hereby conveys and warrants against all who claim by, through or under Grantor, but only against Grantor's own actions (and no other), to _____, a _____ ("**Grantee**"), whose address is _____, all that certain real property located in _____ County, _____, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements located on such land ("**Property**").

SUBJECT TO (i) current and future taxes and assessments and (ii) all reservations, easements, covenants, conditions, restrictions, encumbrances, and other matters, rights or interests of record or which would be disclosed by an accurate survey or inspection of Property.

RESERVING specifically unto Grantor all water and water rights of any and all kinds appurtenant to the Property.

[*applicable restrictions referenced in **Section 15.2** to be inserted*]

[*signature to follow*]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____ 20__.

GRANTOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name: _____
Its: Authorized Agent

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this ____ day of _____ 20__, personally appeared before me _____, personally known to me to be an Authorized Agent of **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said Corporation, and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.

_____
Notary Public for the State of Utah

Exhibit A
to
Deed

Legal Description of Property

EXHIBIT 8.2.3

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "**Assignment**") is entered into as of this ___ day of _____, 20__ ("**Effective Date**"), by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("**Assignor**") and _____, a _____("**Assignee**").

RECITALS

A. Assignor presently owns the real property described in **Exhibit A** to this Assignment and any and all improvements and personal property located thereon ("**Property**").

B. Pursuant to that certain Purchase and Sale Agreement, dated as of _____, 20___, between Assignor and Assignee (as amended, the "**Agreement**"), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title and interest in the Property ("**Property Transfer**") under the terms and conditions more fully set forth in the Agreement.

C. In connection with the Property Transfer, Assignor desires to assign, transfer, give and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's interest, in and to the following described rights, interests and property relating to the Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **Bill of Sale**. Assignor hereby transfers, grants, assigns, and conveys to Assignee all of Assignor's right, title and interest in and to the personal property set forth on **Exhibit B** to this Assignment (collectively, the "**Personal Property**"). The transfer, grant, assignment and conveyance set forth herein is done without warranty or representation by Assignor of any kind whatsoever, whether express or implied, written or oral, or statutory or otherwise. Without limiting the generality of the foregoing, Assignor has not made, and Assignee acknowledges that Assignor has not made, any warranty, certification, or representation related to: (i) the condition of title to the Personal Property; (ii) the nature, physical condition or any other aspect of the Personal Property; or (iii) the fitness of the Personal Property for any particular purpose (including without limitation the current use thereof).

2. **Assignment**. Assignor assigns, transfers, sets over, and conveys to Assignee, to the extent assignable, all of Assignor's right, title, and interest, in and to (i) all warranties and guaranties of any kind from third parties (but not from Assignor), express or implied, written or oral, relating to the Property and the Personal Property, including without limitation, any and all warranties and guaranties from contractors, subcontractors, builders, manufacturers, vendors and suppliers; and (ii) all licenses or permits relating to the Property, the Personal Property, and the use thereof.

3. **Binding Effect**. This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. **Construction; Definitions**. This Assignment will be construed according to the laws of State of Utah, except with respect to real property related issues which is governed by the state where the Real Property is located. Capitalized terms used and not otherwise defined herein will have the meanings given to such terms in the Agreement.

5. **Counterparts**. This Assignment may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and all of which will together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole
f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name (Print): _____
Its: Authorized Agent

ASSIGNEE:

_____,
a _____

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name (Print): _____
Its: _____

Exhibit A
to
General Assignment

Legal Description of Property

Exhibit B
to
General Assignment

List of Personal Property

EXHIBIT 15.2(ii)

USE RESTRICTIONS

This conveyance of the Property is made and is subject to the following restrictive covenants, each created by Grantor to protect the image and integrity of the Property and the improvements placed thereon as former places of worship, that Grantee or any of Grantee's heirs, successors or assigns shall not use the Property for the following: (i) any public or private nuisance; (ii) any business, trade or activity which, based on applicable legal standards and local ordinances, is deemed noxious, unreasonably noisy, or offensive; (iii) the making, storing, reading, showing, viewing, playing, listening, renting, selling, transmitting, receiving or distributing of any material, regardless of form or medium, having, in Seller's sole opinion, morally offensive content appealing to prurient interest in sex; (iv) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products; (v) any form of gambling or betting;; or (vi) any other conduct or condition which is illegal and is not otherwise expressly mentioned above (collectively, the "**Use Restrictions**"). The foregoing Use Restrictions shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the Property. If Grantee or any of its heirs, successors or assigns transfers the Property, Grantee and its heirs, successors or assigns shall include the Use Restrictions in the deed of such conveyance. If a violation of the Use Restrictions occurs, then Grantor may obtain an injunction enforcing the Use Restrictions and Grantor will be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement thereof. A violation of any of the Use Restrictions, or injunctive relief obtained by Grantor by reason of such breach, will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but the Use Restrictions will remain binding upon, and effective against, any owner whose title to the Property or any part thereof, is acquired by foreclosure, trustee's sale or otherwise. The Use Restrictions will terminate and be of no further force or effect upon the earlier to occur of: (a) (i) the demolition of Grantor's buildings on the Property and (ii) the transfer of any real property owned by Grantor or its affiliates that abuts the Property; and (b) the 50-year anniversary of the date of the recording of this conveyance.

EXHIBIT 15.2(iii)

ASBESTOS ACKNOWLEDGMENT & COVENANTS

GRANTEE ACKNOWLEDGES that Grantor has informed Grantee that the Property has not been tested for and cannot be confirmed to be free from asbestos. Grantee hereby releases Grantor from any liability to Grantee with regard to asbestos existing or found on the Property and Grantee hereby indemnifies, defends and holds Grantor harmless from any injury or damage to persons or property caused by or resulting from contact, directly or indirectly, with asbestos on the Property following the date of this conveyance. Upon any renovation, demolition or other occurrence requiring handling, repair or removal of asbestos or materials containing asbestos by Grantee, Grantee shall remove, cover or repair said asbestos or asbestos containing materials, at Grantee's own expense, and comply with all laws applicable to asbestos.

West Valley City Issue Paper

City Council Review

Description: CRC- Lighthouse Church

Fiscal Impact: $ 66,000.00

Funding Source: Utah Commission on Criminal and Juvenile Justice- JAG 2023

Account #:

Budget Opening Required: ☐

Issue:

Authorize West Valley City to enter into lease and purchase agreements with the Church of Jesus Christ of Latter-Day Saints for the property at 3900 South 4000 West.

Summary:

West Valley City is seeking a permanent location to house a year-round Community Resource Center (CRC) that is also able to grow programs and opportunities for residents. The agreement include a $50,000 earnest money payment. The lease agreement will be $2,000 a month for 24 months. The final purchase price will be $2,550,000.00.

FY 25/26: $66,000
FY 26/27: $24,000
FY 27/28: $2,460,000
Total: $2,550,000

Background:

Currently the CRC offerings are limited to two days a week and operate in church meeting houses. This building is being surplussed by the Church. It will be decommissioned by the Church and will no longer have any religious markings, allowing it to operate more fully as a neutral community space. Scheduling in the building will focus on MyHometown, City, community, neighborhood and resident programs. The broad mission of our CRC network is to foster social connection, provide accessible support and resources for individuals and families, promote civic engagement, and offer spaces for learning and recreation. These community spaces act as vital hubs, connecting residents to essential services, building stronger relationships, and contributing to overall community well-being by creating inclusive environments for diverse populations.

Recommendation:

Staff recommends West Valley City enter into the lease and purchase agreements with the Church of Jesus Christ of Latter-Day Saints for the property at 3900 South 4000 West for the purposes of supporting the MyHometown Initiative and other supporting City programs.

Department: Community Engagement and Culture
Submitted By: Craig Thomas- Director
Date Submitted: 10/01/2025

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT AND A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS FOR PROPERTY LOCATED AT 3900 SOUTH 4000 WEST.

WHEREAS, the City desires to lease and purchase certain property from the Church of Jesus Christ of Latter-Day Saints located at 3900 South 4000 West; and

WHEREAS, the City and the Church have prepared a Lease Agreement and a Purchase and Sale Agreement (the "Agreements"), setting forth the terms of said lease and sale; 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 Agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to execute said Agreements on behalf of the City, subject to approval of the final form of the Agreements by the City Manager and City Attorney's Office, with funding for the final purchase to be identified and approved at the discretion of the City Council on the schedule set forth in the Agreements.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

SUMMARY OF
LEASE AGREEMENT
PN: 506-7995 & 507-6773 (Lighthouse)

This Summary of Lease Agreement (this "**Term Summary**") is a part of the Lease (defined below). Each reference in the Lease to any term in this Term Summary will have the meaning set forth in this Term Summary. If there is a conflict between the terms in this Term Summary and the Lease, the terms of the Lease will prevail.

"Execution Date":	November 1, 2025
"Landlord":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole
"Landlord's Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Steven Wallis Telephone: (801) 353-4676 Email: steven.wallis@churchofjesuschrist.org With a copy to: Lease Management Property No. 506-5518 50 E North Temple, 12th Floor Salt Lake City, UT 84150 Email: DL-FMD-West-Valley-UT-OA@churchofjesuschrist.org Telephone: (801)-964-3060
"Tenant":	**WEST VALLEY CITY CORPORATION**, a Utah municipality
"Tenant Address":	3600 Constitution Boulevard West Valley City, Utah 84119 Attn: Craig Thomas Email: craig.thomas@wvc-ut.gov
"Property":	The real property located at 3900 S 4000 W, West Valley City, UT 84119 Tax Parcel No.: 15-31-429-030-0000
"Building":	That certain building and associated improvements located on the Property, containing approximately 26,150 RSF.
"Premises":	The Property and the Building. A depiction of the Premises is attached as Exhibit A.
"Permitted Use(s)":	(i) General office use in support of the MyHometown initiative program pursuant to that certain Community Initiative Cooperation Agreement between Landlord and Tenant, as amended, (ii) City sponsored programs and activities approved in writing in advance by Landlord, as determined by Landlord in its sole and absolute discretion, and (iii) any other uses that are approved in writing in advance by Landlord, as determined by Landlord in its sole and absolute discretion.
"Term":	24 months, commencing on the Commencement Date and expiring on the Expiration Date unless Tenant completes purchase of property prior to the conclusion of the 24-month lease period and subject to the other terms of this Lease. Notwithstanding any other provisions herein to the contrary, Tenant acknowledges the requirement for decommissioning the Building by Landlord pursuant to the terms and conditions in the Purchase Agreement, and agrees that the changes to the Premises that result therefrom are permitted under this Lease and the Purchase Agreement. Further, Tenant acknowledges and agrees that occupancy of the Premises under this Lease shall not be permitted until said decommissioning work has been completed (except as otherwise approved by Landlord in Landlord's sole discretion) and that in the event that

<table>
<tr><td></td><td>the purchase and sale transaction contemplated by the Purchase Agreement is not consummated, then Tenant may have certain reimbursement obligations to Landlord in connection therewith, as set forth in the Purchase Agreement.</td></tr>
<tr><td></td><td>“Commencement Date”: November 1, 2025.
“Expiration Date”: October 31, 2027.</td></tr>
<tr><td>“Base Rent”:</td><td><table><tr><th>Period</th><th>Annual Base Rent</th><th>Monthly Base Rent</th></tr><tr><td>Months 1 – 12</td><td>$24,000</td><td>$2,000</td></tr><tr><td>Months 13 – 24</td><td>$24,000</td><td>$2,000</td></tr></table></td></tr>
<tr><td>“Tenant’s Proportionate Share”:</td><td>100%</td></tr>
<tr><td>“Additional Rent”:</td><td>Tenant responsible for all utilities, maintenance, repairs, and operating expenses as a NNN lease</td></tr>
</table>

Exhibits and Schedules	
Schedule 1	Definitions
Exhibit A	Depiction of the Premises
Exhibit B	Allocation of Maintenance and Repair Obligations

(end of summary)

LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of the Execution Date, by and between Landlord and Tenant, in consideration of the mutual covenants contained herein.

1. BASIC TERMS AND DEFINITIONS. Capitalized terms used in this Lease will have the meaning given to them in this Lease and **Schedule 1**.

2. LEASE; CONDITION OF PREMISES.

2.1 Landlord, as seller, and Tenant, as buyer, are parties to that certain Purchase and Sale Agreement dated November 1, 2025 (the "**Purchase Agreement**"). In furtherance of the terms and conditions set forth in the Purchase Agreement, the parties have agreed that Landlord leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, subject to the terms and conditions of this Lease.

2.2 Subject to Section 2.3, Tenant agrees that the Premises are in good and tenantable condition, and accepts the Premises and all aspects thereof in "AS-IS," "WHERE-IS" condition and "WITH ALL FAULTS," and waives any implied warranty of habitability, merchantability or fitness for a particular use or purpose related to the Premises. Tenant agrees that Landlord and any person acting on behalf of Landlord has not made, and Landlord disclaims, any warranty, promise, guarantee, and/or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning the Premises in any manner whatsoever.

3. TERM. The Term will commence on the Commencement Date and expire on the Expiration Date. If the Commencement Date falls on a day other than the first day of a calendar month, then the Term will be for the number of full months or years stated in the Term Summary, plus the period from the Commencement Date to the end of the calendar month in which the Commencement Date occurs, and the Rent for the initial partial month will be prorated. Notwithstanding the foregoing, this Agreement will terminate prior to scheduled Expiration Date should the following occur:

3.1 Tenant elects to purchase the Premises pursuant to the Purchase Agreement, in which case this Lease will automatically terminate on the date Tenant acquires fee simple title to the Property; or

3.2 Tenant elects to terminate the Purchase Agreement pursuant to an existing termination right under the Purchase Agreement, in which case this Lease will automatically terminate on the date described in Tenant's termination notice sent pursuant to the Purchase Agreement; or

3.3 Landlord elects to terminate the Purchase Agreement pursuant to an existing termination right under the Purchase Agreement, in which case this Lease will automatically terminate on the date described in Landlord's termination notice sent pursuant to the Purchase Agreement.

Should any of the events described in Section 3.1, 3.2, or 3.3 occur, the Lease will terminate on the described date, except for those terms and conditions herein which survive termination.

4. RESERVED.

5. RENT; DUE DATE; LATE FEE; INTEREST.

5.1 Tenant will pay the Base Rent for the first month of the Term (or for the initial partial month if the Term commences on a day other than the first day of a calendar month) on the Commencement Date. Tenant will thereafter pay its monthly Base Rent installments on or before the first (1st) day of each month during the Term at Landlord's Address without deduction, demand, or set off. Tenant will pay the Base Rent on a net lease basis, such that Tenant will pay all operating and insurance costs and real property taxes as attributable or allocable to the Premises through Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance and the costs of utilities. If any installment of Base Rent is not received by Landlord within five (5) calendar days after the date it is due, Tenant will pay the Late Fee. In addition, if any Base Rent or other sum due from Tenant to Landlord is not received by Landlord

within ten (10) calendar days after the date the same is due, interest will accrue on the unpaid amount from the date it is due through the date of actual payment at the rate of twelve percent (12.0%) per annum.

5.2 As contemplated in the Purchase Agreement, all Base Rent payments made by Tenant under this Lease will be applied to the total purchase price of the Premises should Tenant elect to purchase the Premises pursuant to the Purchase Agreement. If, however, Tenant elects not to purchase the Premises, or if this Agreement terminates and Tenant has not purchased the Premises by such time, then Landlord will retain all Base Rent payments.

6. RESERVED.

7. PERMITTED USE.

7.1 Tenant may use the Premises for the Permitted Use and for no other use whatsoever. Landlord makes no representation or warranty as to the suitability of the Premises for Tenant's intended use. Tenant will comply with all present and future Laws relating to Tenant's use or occupancy of the Premises, including obtaining and maintaining, at its sole cost and expense, any and all licenses, permits, and approvals necessary or appropriate for its use, occupation and operation of the Premises for the Permitted Use, and will make any repairs, alterations or improvements to the Building and Premises as required to comply with all such Laws to the extent that such Laws relate to or are triggered by: (a) Tenant's particular use of the Premises, or (b) any Alterations. Tenant will not do, bring, keep or sell anything in or about the Premises that is prohibited by, or that will cause a cancellation of or an increase in the existing premium for, any insurance policy covering the Building or any part thereof. Tenant will not permit the Premises to be occupied or used in any manner that will constitute waste or a nuisance, or disturb the quiet enjoyment of or otherwise unreasonably disturb other tenants in the Building or other occupants within the Property.

7.2 Tenant will not do or allow any of the following acts to be done or conditions to exist upon the Premises: (a) any public or private nuisance; (b) the sale or promotion, distribution or use of alcoholic beverages, marijuana, tobacco products, or illicit drugs; (c) the sale, rental, display, or distribution of any sexually explicit or morally inappropriate (as determined by Landlord in its sole discretion) or pornographic, lewd, obscene, or adult-oriented material or sexual acts; (d) gambling; (e) any smoking (including, without limitation, cigarettes, cigars, pipes, or e-cigarettes) within the Building or on the Property; (f) any use or occupancy by a federal governmental entity or federal governmental contractor, subcontractor, recipient, or subrecipient; and/or (g) the occupancy of any business or entity that is publicly directly associated with any of the following: (i) reproductive/abortion rights and counseling, such as planned parenthood; (ii) the production and sale/distribution of alcoholic beverages (including in powder form), including, without limitation, brewing companies, distillers, bottlers, wineries, and powdered alcohol manufacturers; (iii) the production, sale or distribution of marijuana; (iv) the production or manufacturing of tobacco products or e-cigarettes; (v) the production, publication, or distribution of sexually explicit or exploitive, pornographic, or adult-oriented material, including, without limitation, movies, videos, DVDs, magazines, photographs, video games, books, or internet sites, and the technological evolution of the same; and (vi) gambling or adult-gaming, such as casinos and on-line gambling.

7.3 As a material condition of this Lease, Tenant represents and warrants that: (1) it is not a federal governmental entity or instrumentality, nor that the Premises will be used to support a federal government contract or subcontract whereby the Tenant would be considered a federal government contractor or subcontractor in the context of this Lease, (2) this Lease is not, and will not be, or considered to be, a federal governmental contract, subcontract or third party contract, and (3) by entering into this Lease Landlord does not become a subrecipient, a subgrantee, a project participant, or a third party contractor or subcontractor. In the event, (a) this Lease is considered or alleged to be a federal government contract, subcontract or third party contract, or (b) Landlord is considered or alleged to be a subrecipient, a subgrantee, a project participant, a third party contractor, or a federal government contractor or subcontractor under federal contracting law, or (c) if due to this Lease Landlord, the Premises or the Building become or is alleged to become subject to any federal laws, statutes, rules or regulations to which the Premises or the Building are not currently subject, including, without limitation, any civil rights statutes, such as Title VI and VII of the Civil Rights Act, Executive Order 11246, as amended, 29 U.S.C. Section 793, et seq., 38. U.S.C. Section 4212, et. seq., 41 U.S.C. Section 601, et. seq., or the regulations promulgated in 41 C.F.R. 60-1 or 41 C.F.R. 60-2, and/or any other laws, rules, or regulations that would impose any obligation on Landlord to comply with any affirmative action, equal opportunity, or similar program required of federal or state government contractors and subcontractors arising from this Lease, the relationship with Tenant or Tenant's use of the Premises, Tenant will be in default of this Lease and

this Lease will, at the option of Landlord, terminate. Notwithstanding the above, Landlord, in its sole and absolute discretion, will have the right to waive such default and/or the termination of the Lease. Nothing herein will prevent Landlord from pursuing any other rights or remedies that it may pursue in the event of a default of this Lease.

8. COMPLIANCE WITH LAWS. Tenant will conduct business in the Premises only in compliance with the Permitted Use. Tenant will comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act, building codes, and safety and fire codes, regarding the operation of Tenant's business and the use and occupancy of the Premises. Tenant will promptly provide Landlord with copies of any notices it receives regarding any alleged violation of law.

9. MAINTENANCE AND REPAIR. Landlord and Tenant will perform their respective operations, maintenance, repair and replacement obligations with respect to the Property, Building, and Premises as set forth in **Exhibit B**. Tenant will perform its operations, maintenance, repair and replacement obligations in a good and workmanlike manner and in a first-class condition. All landscape maintenance shall be done in accordance with Landlord's current Scope of Work, standards, and policies, copies of which have been shared with Tenant. Tenant will pay the cost of repairs for damage occasioned by Tenant's use of the Premises or the Property or any act or omission of Tenant or Tenant Parties or its guests and invitees, and such costs to be billed to Tenant. The costs incurred by Landlord to maintain and repair the Building as set forth in the Lease will be included as part of the Operating Expenses. As a material part of the consideration for this Lease, Tenant hereby waives any benefits of any applicable existing or future Law that allows a tenant to make repairs at its landlord's expense. If Landlord conducts, or pays for the cost of, any repairs for damage occasioned by Tenant's use of the Premises or the Property or any act or omission of Tenant or Tenant Parties, Landlord will have the right to charge an additional five percent (5%) to the costs and expenses incurred by Landlord to cover Landlord's administrative costs and expenses.

9.2 Notwithstanding the provisions of this Lease, if Landlord, in its sole opinion, determines that repairs that are Tenant's responsibility under this Lease are immediately necessary to avoid possible injury, harm, loss, or damage to persons or property, Landlord may but will not be obligated to, make repairs to such items at Tenant's expense. Within ten (10) days after Landlord renders a statement for the costs of the repairs, Tenant will reimburse Landlord.

10. UTILITIES. Landlord will make available to the Premises reasonable amounts of electricity, water, heat and air-conditioning, and sewer and water service to any restrooms and/or break rooms in the Premises. The parties agree that should there occur an interruption, diminishment or termination of any utility service(s) due to causes beyond the reasonable control of Landlord, and Tenant cannot operate within the Premises for the Permitted Use, Tenant's sole and exclusive remedy will be an abatement of Base Rent proportionate to the degree of such interference, commencing as of the third (3rd) consecutive business day of such Service Failure and ceasing upon the earlier of the date the Service Failure ceases or Tenant recommences operations within the Premises.

11. RESERVED.

12. LIENS. Tenant will keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Tenant, and Tenant will indemnify, hold harmless and defend Landlord from any liens that may be placed on the Premises and/or the Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Tenant. Any such liens must be released of record within thirty (30) days. If any such lien attaches to the Premises or the Property, and Tenant does not cause the same to be released, Tenant will reimburse Landlord for all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same including interest at the rate of eighteen percent (18.0%) per annum within ten (10) days after written notice from Landlord to Tenant setting forth the amount of such costs and expenses

13. INSURANCE.

13.1 Tenant's Insurance.

(a) Tenant will maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence basis with limits of not less than Two Million Dollars ($2,000,000.00)

each occurrence; Four Million Dollars ($4,000,000.00) annual general aggregate. Tenant's liability insurance policy or policies will: (1) include premises and operations liability coverage; (2) provide that the insurance company has the duty to defend all insureds under the policy (separation of insured language will not be modified); (3) provide that defense costs are paid in addition to and do not deplete any of the policy limits; and (4) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises or the Property. Landlord and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, will be listed as additional insureds. All endorsements creating such additional insured status will be acceptable to Landlord and at least as broad as additional insured endorsement form number CG 20 11 01 96.

(b) Tenant will at all times maintain in effect with respect to any Alterations and Tenant's goods, inventory and personal property, commercial property insurance (cause of loss – special form) (formerly "all-risk") providing coverage for one-hundred percent (100%) of the full replacement cost of the covered property. During the Term, the proceeds from any such policies of insurance will be used for the repair or replacement of the Alterations and Tenant's goods, inventory and personal property so insured. Landlord will have no obligation to carry insurance on any Alterations or Tenant's goods, inventory and personal property.

(d) Beginning on the date Tenant is given access to the Premises for any purpose, which could be prior to the Commencement Date, and continuing until expiration of the Term, as it may be extended, Tenant will procure, pay for and maintain in effect Workers' Compensation Insurance for all of its employees who work at or visit the Premises and Employers Liability Insurance in accordance with applicable Laws.

(e) Beginning on the Commencement Date and continuing throughout the Term, Tenant will maintain a policy of business income and extra expense insurance (providing rental coverage) policy providing equivalent coverage covering at least a twelve (12) month period.

(f) Each policy of insurance required under this **Section 13** will: (1) be in a form, and written by an insurer, acceptable to Landlord, (2) be maintained at Tenant's sole cost and expense, and (3) except for workers' compensation insurance, be endorsed as primary and non-contributing with the policies of Landlord being excess, and secondary; and (4) be issued by insurance companies that have rating classifications of "A" or better and financial size category ratings of "VIII" or better according to the latest edition of the A.M. Best Key Rating Guide. All insurance companies issuing such policies will be licensed to do business in the state where the Property is located. Tenant will provide to Landlord, upon request, evidence that the insurance required to be carried by Tenant pursuant to this **Section 13**, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid.

(g) Prior to occupancy of the Premises by Tenant, and not less than thirty (30) days prior to expiration of any policy thereafter, Tenant will furnish to Landlord a certificate of insurance in the form of: (a) ACORD™ Form 25 (2010/05) (or its replacement) *Certificates of Liability Insurance* for liability coverages accompanied by the endorsement form CG 20 11 01 96 showing the required additional insureds satisfactory to Landlord in substance and form, and (b) ACORD™ Form 28 (or its replacement) *Evidence of Property Insurance* for property coverages. Tenant will provide Landlord with thirty (30) days' prior written notice of the modification, non-renewal or cancellation of Tenant's insurance policies.

13.2 Insurance Coverage During Construction. During the period of any construction on, in or about Premises by, through or under Tenant, Tenant will obtain, or require its contractor(s) to obtain, and thereafter maintain so long as such construction activity is occurring, at least the following minimum insurance coverage, in addition to those coverages set forth in **Section 13.1**:

(a) Independent Contractor's Liability with the same coverage as in (1) above.

(b) Products/Completed Operations Coverage which will be kept in effect for two (2) years after completion of work.

(c) "XCU" Hazard coverage, if applicable.

14. WAIVER OF SUBROGATION. To the fullest extent permitted by Law, Landlord and Tenant hereby waive and will cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's FF&E, leasehold improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance will be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

15. ALTERATIONS, IMPROVEMENTS AND REPAIRS. Tenant will not make Alterations without first obtaining the written consent of Landlord in each instance, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's consent will not be required for any Cosmetic Alterations. Prior to commencing Alterations that require Landlord's consent, Tenant will furnish Landlord with plans and specifications, names of its contractors, and evidence of contractor's and subcontractor's insurance. Alterations will be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord. Tenant will reimburse Landlord for any reasonable out-of-pocket sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations, at a cost not to exceed $500.00. Any and all Alterations and repairs made by Tenant will become property of Landlord upon expiration or earlier termination of this Lease, unless otherwise agreed to between the parties. Upon Tenant's removal of any Alteration or improvement, Tenant will repair any damage to the Premises caused by such removal, ordinary wear and tear excepted.

16. ENTRY BY LANDLORD. Upon reasonable oral or written notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises at all reasonable times to determine whether the Premises are in good condition, to determine whether Tenant is complying with its obligations under this Lease, to perform any maintenance, repair or structural enhancement of the Premises or the Building that Landlord has the right or obligation to perform, to install or repair improvements for other tenants where access to the Premises is required for such installation or repair, to serve, post or keep posted any notices required or allowed under the provisions of this Lease, to show the Premises to prospective brokers, agents, buyers, transferees, mortgagees or tenants, or to do any other act or thing necessary for the safety or preservation of the Premises or the Building. Entry by Landlord will not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

17. NO ASSIGNMENT OR SUBLETTING.

17.1 Tenant will not Transfer this Lease nor any part of the Premises, without the prior written consent of Landlord, which will not be unreasonably withheld. If Tenant is a business entity, any direct or indirect transfer of fifty percent (50%) or more of the ownership interest of the entity (whether in a single transaction or in the aggregate through more than one transaction) will be deemed a Transfer. Notwithstanding any provision in this Lease to the contrary, Tenant will not mortgage, pledge, hypothecate, grant a collateral assignment of or security interest in, or otherwise encumber all or any portion of Tenant's interest under this Lease. If a Transfer is not effectuated into within one hundred twenty (120) days after Landlord consents to such Transfer, Landlord's consent will expire and Tenant will need to re-obtain Landlord's consent to the Transfer.

17.2 No consent by Landlord to any Transfer will relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment, subletting or other Transfer. Each Transferee will be jointly and severally liable with Tenant (and Tenant will be jointly and severally liable with each Transferee) for the payment of Rent (or, in the case of a sublease, rent in the amount set forth in the sublease) and for the performance of all other terms and provisions of this Lease. The consent by Landlord to any Transfer will not relieve Tenant or any such Transferee from the obligation to obtain Landlord's prior written consent to any subsequent Transfer by Tenant or any Transferee. The acceptance of Rent by Landlord from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer.

17.3 Concurrently with submitting each request for Landlord's consent to any Transfer, Tenant will pay Landlord an administrative review fee of Five Hundred Dollars ($500.00). In addition to the administrative review fee, Tenant will pay to Landlord on demand all costs and expenses (including reasonable consultant's fees and Legal Costs) incurred by Landlord in connection with reviewing or consenting to any proposed Transfer. The administrative review fee and other costs are payable in connection with any request for consent to, or any waiver of Landlord's rights in connection with, any security interest in any of Tenant's FF&E at the Premises.

17.4 Tenant hereby absolutely and irrevocably assigns to Landlord all rights to receive rent and other consideration from any sublease and agrees that Landlord, as assignee or as an attorney-in-fact for Tenant for purposes hereof, or a receiver for Tenant appointed on Landlord's application may (but will not be obligated to) collect such rents and other consideration and apply the same toward Tenant's obligations to Landlord under this Lease; provided, however, that Landlord grants to Tenant at all times prior to occurrence of any breach or default by Tenant a revocable license to collect such rents (which license will automatically and without notice be and be deemed to have been revoked and terminated immediately upon any event of default).

18. DAMAGE OR DESTRUCTION.

18.1 In the event the Premises are damaged or destroyed by fire or other casualty (i) to the extent that the cost of repairing or replacing same will exceed fifty percent (50%) of the then replacement value thereof, or (ii) during the last two (2) years of the then current Term and to the extent that the cost of repairing or replacing same will exceed twenty percent (20%) of the then replacement value thereof, or (iii) at any point it is determined that restoration of the Premises will take more than one hundred eighty (180) days from the date of such casualty; then, in any such event, Landlord may, within thirty (30) days after each such determination, terminate this Lease upon written notice to the other party, in which event (a) Tenant will be unconditionally obligated to transfer or assign to Landlord all insurance proceeds, if any, arising from such casualty event that relate exclusively to capital improvements and fixtures, and (b) this Lease will be deemed terminated and neither party will have any further obligations hereunder except those that expressly survive termination of this Lease hereunder.

18.2 Unless Landlord terminates this Lease as permitted herein after a casualty event, (i) Landlord will complete the Landlord Restoration Work, (ii) Tenant will be responsible for the replacement of Tenant's FF&E and Alterations, and (iii) Tenant will be responsible for the Tenant Restoration Work. The insurance proceeds received by Landlord on the Building and received by Tenant on any of the leasehold improvements for the Premises (but excluding insurance proceeds for Tenant's FF&E) will be held in trust by each respective party for the purpose of completing the Landlord Restoration Work and the Tenant Restoration Work. For the avoidance of doubt, Tenant will be solely responsible for the cost to replace or repair Tenant's FF&E and Alterations installed by Tenant (including any Alterations installed as part of Tenant's Work). The net available insurance proceeds received by Landlord (less any amount retained by Landlord's lender) and Tenant will then be proportionally allocated by Landlord and Tenant in good faith between the Landlord Restoration Work and the Tenant Restoration Work based on estimated expenses. If Landlord does not have sufficient insurance proceeds available to complete the Landlord Restoration Work, then Landlord can elect to terminate this Lease by written notice to Tenant within thirty (30) days after Landlord's determination that such insurance proceeds are insufficient.

18.3 In the event this Lease is terminated pursuant to this **Section 18**, Base Rent and Additional Rent will be prorated from the date of such casualty event through the date of termination. In the event this Lease is not terminated, then the Base Rent and Additional Rent will be equitably abated based on the rentable square footage of the Premises which is unusable, from the date of the casualty event until such time as the Landlord Restoration Work is Substantially Complete.

19. CONDEMNATION.

19.1. If the Premises, or any portion thereof, is taken by condemnation, this Lease will terminate as to that portion of the Premises that is taken as of the earlier of (i) the date that title to the Premises taken is vested in the condemning authority or (ii) the Date of Condemnation. If the portion of the Premises remaining after the condemnation is unsuitable for Tenant's continued use as reasonably determined by the parties, then Tenant may terminate this Lease upon thirty (30) days' written notice to Landlord after the Date of Condemnation. If the entire Premises is not taken and the Lease is not terminated by Tenant as provided herein, this Lease will remain in effect and Landlord will diligently proceed to repair and restore the Premises to an architecturally complete office space; provided, however, that Landlord's obligations to so repair and restore will be limited to the amount of any award received by Landlord and not required to be paid to any mortgagee. Landlord will not be obligated to repair or replace any Alterations, improvements, trade fixtures or Tenant's goods, inventory and personal property, which will be Tenant's responsibility. From and after the Date of Condemnation, Tenant will not be obligated to pay any Base Rent or Additional Rent applicable to such portion of the Premises taken based upon the percentage of rentable square feet

in the Premises so taken from and after the Date of Condemnation; provided that Tenant will continue to pay Base Rent or Additional Rent without any abatement for any portion of the Premises that is not taken.

19.2 The entire award or compensation in any such condemnation proceeding, whether for a total or partial taking or for diminution in the value of the fee, will belong to and be the property of Landlord; provided, however, Tenant may pursue an award from the condemning authority for such compensation as may be separately awarded by the condemning authority to Tenant and Tenant's right to receive compensation or damages from the condemning authority for its fixtures and personal property will not be affected by any award or compensation paid to Landlord, so long as Landlord's award is not diminished.

20. SURRENDER AT END OF TERM; HOLDING OVER. On the last day of the Term (or Renewal Term if applicable) or upon the earlier termination of this Lease or Tenant's right of possession, Tenant will remove Tenant's FF&E from the Premises and quit and surrender the Premises to Landlord, broom clean, and in as good order, condition and repair as at the time Tenant took possession thereof, ordinary wear and tear excepted. If Tenant fails to remove any of Tenant's FF&E at the time of termination of this Lease or Tenant's right to possession is terminated, Landlord, at Tenant's sole cost and expense, will be entitled (but not obligated) to remove and store such property. Tenant will pay Landlord, upon demand, the expenses and storage charges incurred by Landlord as a result thereof. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, and Tenant remains in the Premises, Tenant's occupancy will be subject to all of the terms and provisions of this Lease, and Tenant will pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the sum of the Base Rent and any Additional Rent due for the period immediately preceding the holdover, unless Tenant and Landlord enter a written agreement with respect to such holdover term.

21. TENANT DEFAULT AND LANDLORD REMEDIES.

21.1 Tenant will be in default if: (a) Tenant fails to pay any monetary obligation within five (5) days after the date payment was due; (b) Tenant fails to perform any other obligation required of Tenant under this Lease within thirty (30) days after written notice from Landlord thereof, except that if curing such failure will reasonably require more than thirty (30) days, Tenant will have a reasonable time to perform such cure (not to exceed ninety (90) days) so long as Tenant commences its cure within thirty (30) days after the written notice and thereafter diligently pursues the cure to completion; (c) proceedings in bankruptcy are instituted by Tenant as debtor, or proceedings in bankruptcy are instituted against Tenant and such proceedings are not dismissed within sixty (60) days of the filing thereof; or (d) Tenant becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due, or forfeits or loses its right to conduct business.

21.2 Upon default, Tenant's right to possession will cease and Landlord will have the option to pursue all remedies available at law or in equity, including any one or more of the following remedies without any notice (except as expressly stated in the immediately preceding paragraph):

(a) Terminate Tenant's possession of the Premises by any lawful means, with or without terminating this Lease. Any termination will not affect Landlord's right to damages as described herein or as allowed by Law. Tenant will immediately surrender possession of the Premises to Landlord. In such event, Landlord will be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, without limitation, (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and any other charges which had been earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant affirmatively proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent and other charges which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant affirmatively proves Landlord could have reasonably avoided; (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, and the Costs of Reletting; and (v) all other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable Law. As used in subparts (i) and (ii) above, the "worth at the time of the award" will be computed by allowing interest on unpaid amounts at the rate of ten percent

(10%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

(b) Upon termination of Tenant's right to possession of the Premises, in compliance with applicable Law, remove Tenant, Tenant's FF&E and any parties occupying the Premises. Landlord may (but will not be obligated to) relet all or any part of the Premises, without notice to Tenant, for such period and on such terms and conditions (which may include concessions, free rent and improvement allowances) as Landlord in its absolute discretion will determine. Landlord may collect and receive all rents and other income from the reletting. Tenant will pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. The re-entry or taking of possession of the Premises will not be construed as an election by Landlord to terminate this Lease. If the Premises or any part thereof is re-rented together with other space, only that rent attributable to the Premises or part so rented will be applied toward Tenant's Rent obligation under this Lease.

(c) Maintain Tenant's right to possession, in which case this Lease will continue in effect (whether or not Tenant will have abandoned the Premises), and Landlord will be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due. If Landlord desires to re-enter the Premises, Landlord will notify Tenant and Tenant will peacefully vacate the Premises and remove Tenant's fixtures, furnishings, equipment, and personal property from the Premises within ten (10) days after Landlord's notice and grant Landlord the right to enter and possess the Premises. Landlord's re-entry into the Premises will not be deemed a surrender of the Premises by Tenant, an acceptance of the Premises by Landlord, a termination of the Lease, nor constructive eviction of Tenant. If Tenant fails to peacefully vacate the Premises after receipt of Landlord's notice exercising its rights under this paragraph, Landlord may obtain an order of restitution pursuant to applicable Laws. In such an event, Tenant hereby unconditionally stipulates to the order of restitution and waives any and all defenses and claims to the contrary and agrees that Landlord may obtain the order of restitution through summary proceedings.

(d) Pursue any other remedy now or hereafter available to Landlord under the Laws or judicial decisions of the state in which the Premises is located. The rights specifically described in this Section will not limit Landlord's right to correct by injunctive relief or recover damages for any and all detriment proximately caused by Tenant's default under this Lease or which would be likely to result from such default in the ordinary course.

In addition to the foregoing, if Tenant is in default of any of its non-monetary obligations under the Lease after the notice and cure periods required hereunder, Landlord will have the right to perform such obligations. Tenant will reimburse Landlord for the reasonable out-of-pocket cost of such performance upon demand, together with an administrative charge equal to 15% of the cost of the work performed by Landlord. The repossession or re-entering of all or any part of the Premises will not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord will be exclusive of any other right or remedy. Each right and remedy will be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at law or in equity.

The subsequent acceptance of Rent hereunder by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No waiver by Landlord of any breach hereof will be effective unless such waiver is in writing and signed by Landlord.

22. LANDLORD DEFAULT AND TENANT REMEDIES. If Landlord fails to perform any of its obligations under the Lease, Tenant may give written notice to Landlord. Landlord will be in default of this Lease if Landlord receives written notice of any failure to perform and Landlord fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord will not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursues such non-performance to completion. In the event of a default by Landlord, Tenant, at its option, without further notice or demand and as its sole and exclusive remedies, may: (i) pursue the remedy of specific performance or injunction; or (ii) seek declaratory relief; or (iii) pursue an action for actual and direct damages for loss. Notwithstanding anything herein to the contrary, Landlord will not be subject to consequential, indirect, expectation, punitive, or special damages, such as damages resulting from loss of business or revenue. Nothing herein

contained will relieve Landlord from its obligations hereunder, nor will this Section be construed to obligate Tenant to perform Landlord's repair obligations.

23. ATTORNEY FEES AND OTHER COSTS; JURY WAIVER. In the event of a default by either party under this Lease, the defaulting party agrees to pay all costs and expenses incurred by the non-defaulting party as a result of the default or to enforce its remedies for default hereunder, including, without limitation, court costs, expert witness fees, and reasonable attorneys' fees. LANDLORD AND TENANT HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ALLEGING A BREACH OF THIS LEASE OR SEEKING AN INTERPRETATION HEREOF OR ANY RELIEF HEREUNDER.

24. ESTOPPEL CERTIFICATES. Within twenty (20) days after receipt of a written request from Landlord, Tenant will execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested (including a mortgagee or prospective purchaser). Such estoppel certificate will include a certification as to the status of this Lease, the existence of any defaults, the amount of Rent that is due and payable, and such other information as Landlord may reasonably request.

25. INDEMNIFICATION; RELEASE.

25.1 Landlord and Landlord Parties will not be liable to Tenant or Tenant Parties for (a) any loss, harm, or damage to any property (including Tenant's FF&E) in or about the Premises or the Building from any cause whatsoever, (including, without limitation: defects in the Building or in any equipment in the Building; fire, explosion or other casualty; bursting, rupture, leakage or overflow of any plumbing or other pipes or lines, sprinklers, tanks, drains, drinking fountains or wash stands in, above, or about the Premises or the Building; or acts of other tenants in the Building), or (b) any loss, theft, release or disclosure of any data or information (in physical or electronic form) from the Premises or Tenant's business operations within the Building or on the Property. In addition, Landlord and the Landlord Parties will not be liable to Tenant or Tenant Parties for any bodily injury in or about the Premises or the Building from any cause (including the acts of other tenants or their agents, servants, contractors, employees, guests or invitees). Tenant hereby releases and waives all Claims against Landlord and Landlord Parties for any such loss, harm, damage, injury, theft, release, and/or disclosure and the cost and expense of defending against such Claims, provided that Tenant does not release Landlord from any Claims for loss, harm or damage to any property (including Tenant's FF&E) arising from the gross negligence or intentional misconduct of Landlord or Landlord's employees acting within the scope of their employment or for bodily injury arising from the sole negligence or intentional misconduct of Landlord or Landlord's employees acting within the scope of their employment. In no event, however, will Landlord or the Landlord Parties be liable to Tenant or Tenant's Representatives for any punitive, special, exemplary, indirect, or consequential damages or damages for loss of business by Tenant.

25.2 Tenant will indemnify, defend and hold Landlord and Landlord Parties harmless for, from and against Claims arising from (a) the acts or omissions of Tenant or Tenant Parties or its guests and invitees in or about the Property or the Building, or (b) Tenant's use or occupancy of and operations upon the Property, Building, and Premises, or (c) any construction or other work undertaken by Tenant on the Premises (including any design and construction defects), or (d) any breach or default under this Lease by, through, or under Tenant, or (e) any accident, injury, harm, loss, or damage to any person or property, occurring in or about the Premises during the Term regardless of the cause, including, but not limited to, any environmental injury, harm and/or contamination; except that Tenant does not indemnify Landlord from any Claims for bodily injury solely arising from the direct negligent acts of Landlord or Landlord's employees acting within the scope of their employment. Subject to Tenant's indemnification obligations above, Landlord will indemnify, defend and hold Tenant harmless from and against Claims solely arising from the direct negligent acts or omissions of Landlord resulting in any harm or injury to persons in or about the Property; except that Landlord does not indemnify Tenant from any Claims for bodily injury arising in any degree from the acts or omissions of Tenant, Tenant Parties or its guests and invitees. Tenant's indemnification obligation is independent of Tenant's obligation to maintain insurance, and the minimum limits on Tenant's insurance coverage set forth in this Lease will not limit the Tenant's indemnification obligations under this Lease.

25.3 The obligations of the parties under this **Section 25.3** (a) are independent of, and will not be limited by, each other or any insurance obligations set forth in this Lease or comparative negligence statutes or principles or damages or benefits payable under workers compensation or other employee benefit acts, and (b) will survive the expiration or earlier termination or this Lease until such time as all related Claims against the benefited parties are

fully and finally barred by applicable Laws. All applicable Laws affecting the validity or enforceability of any portion of the waivers, releases and indemnities contained in this **Section 25** are made a part of this **Section 25**, and will operate to amend such obligations to the minimum extent necessary to bring the provisions into conformity with applicable Laws and cause the provisions, as modified, to continue in full force and effect.

26. NOTICES. Any notice or demand required or permitted hereunder will be: (i) given in writing; (ii) delivered by hand delivery, U.S. certified mail, overnight delivery service (e.g., FedEx); and (iii) deemed effectively given on the earliest of: (a) the date delivered, (b) the third business day after deposit of certified mail, postage prepaid, with the United States Postal Service, (c) the next business day after mailing by overnight delivery service, or (d) the date delivery is refused by the intended recipient. No notice hereunder may be effectively given by text message. Each notice is to be addressed to the parties at the addresses set forth in the Term Summary.

27. NO WAIVER. Neither party's failure to enforce or delay in enforcing any obligation of the other party under this Lease will waive or impair that party's right to enforce any obligation that remains unperformed or any subsequently maturing obligation by the non-performing party.

28. INTEGRATION. This Lease and any exhibits and schedules, if any, attached and forming a part of this Lease, set forth all the covenants, promises, agreements, conditions, and understandings, between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding upon Landlord or Tenant unless reduced to writing and signed by both of them.

29. SEVERABILITY. If any provision of this Lease or its application to any person or circumstance is held to be invalid or unenforceable by any tribunal having jurisdiction of the matter, the remainder of this Lease and the application of the provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable will not be affected and the invalid or unenforceable provision will be interpreted, modified and/or applied to the person or circumstance as to most nearly carry out the original intent of the parties and still be enforceable.

30. TIME OF ESSENCE. Time is of the essence in the interpretation and enforcement of this Lease.

31. NO RECORDING. Neither this Lease nor any memorandum thereof will be recorded in any public real estate records.

32. SIGNAGE. Except for installing Tenant's standard and customary signage on the exterior building (in a location mutually agreed upon between the parties), Tenant will not install any signs, advertisements or notices on the windows, doors, walls or other parts of the Building, except those approved in advance and in writing by Landlord.

33. QUIET ENJOYMENT. Landlord covenants that if Tenant timely pays the rent and performs all of the terms of this Lease, Tenant will peaceably and quietly enjoy and possess the Premises throughout the Term (and any Renewal Term(s)), subject only to the conditions set forth in this Lease.

34. GOVERNING LAW; NO PRESUMPTION. The Laws of the state where the Premises are located will govern the validity, performance, and enforcement of this Lease. The terms and provisions of this Lease represent the results of negotiations between Landlord and Tenant, each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease must be interpreted and construed in accordance with their usual and customary meanings, and Landlord and Tenant each waive the application of any rule of law that ambiguous or conflicting terms or provisions contained in this Lease are to be interpreted or construed against the party who prepared the executed Lease or any earlier draft.

35. BROKERS. Landlord and Tenant warrant and represent to each other, which warranty will survive the expiration or termination of this Lease, that in the negotiating or making of this Lease, neither party nor anyone acting on its behalf has dealt with any broker or finder who might be entitled to a fee or commission for this Lease. Landlord and Tenant will indemnify, defend, and hold each other harmless from any claims asserted by any other broker or finder for a fee or commission based upon any dealings with or statements made by the representing party.

36. AUTHORITY. Each individual executing this Lease represents and warrants that: (i) if the individual is executing this Lease for and in behalf of an entity or organization, all requisite corporate and/or legislative approvals have been secured and obtained, and that he/she has been duly authorized to execute this Lease in the capacity and for the entity set forth where he/she signs and to bind the entity or organization; and (ii) if the individual is executing this Lease for and in behalf of himself or herself, the individual has the requisite legal capacity, and has the requisite legal age, to enter into this Lease, and this Lease will be binding on the individual.

37. NO RELATIONSHIP. The parties expressly disclaim and disavow any partnership, joint venture, fiduciary, agency, employment status, or relationship between them and expressly affirm that they have entered into this Lease as part of an "arms-length" transaction. No party will have the right to act as an agent for another party, and each is solely responsible for its respective expenses, liabilities, and obligations.

38. INTERPRETATION. Wherever the context requires in construing of this Lease, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular.

39. COUNTERPARTS. This Lease may be signed in counterparts and transmitted electronically. Each counterpart will be deemed to be an original, but all separate counterparts will together constitute one and the same instrument. Electronic signatures and copies of signatures will be deemed originals.

40. INDEPENDENT COVENANTS/CONTROLLING NATURE OF LEASE. The parties agree that the terms and conditions of the Lease define and control their relationship and obligations regarding the Premises, the Building, and the Property. This Lease will be construed as though the covenants of Tenant are independent and Tenant hereby expressly waives the benefit of any Laws to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant will not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord (unless that right is expressly set forth herein). Notwithstanding the foregoing, Tenant may notify Landlord of any default and if such default is not cured within the prescribed cure period, Tenant may thereafter commence a separate action against Landlord for a violation of Landlord's obligations hereunder. In addition, Tenant hereby waives any benefits of any applicable existing or future Laws that may permit the termination of this Lease due to any Service Failure or other interruption or failure of any utility or other service, or due to any damage or destruction to or partial taking of the Premises or the Building under any circumstances.

[*Signatures on following page*]

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

LANDLORD:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole

By: _____

Name: _____

Its: Authorized Agent

TENANT:

WEST VALLEY CITY CORPORATION,
a Utah municipality

By: _____

Name: Karen Lang

Its: Mayor

ATTEST:

_____
City Recorder

Approved as to form 10/1/2025
Brandon Hill

SCHEDULE 1
DEFINITIONS

1.1. **Affiliate** – Any corporation, person or other entity that, directly or indirectly controls, is controlled by, or is under common control with Tenant or Landlord, as the case may be, or to any corporation or other entity resulting from a merger or consolidation with Tenant or Landlord, as the case may be. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

1.2. **Alterations** – Any additions, alterations, improvements, modifications, or changes to the Premises (including installation of any security system or telephone or data communication writing), other than Tenant's Work and Landlord's Work, as applicable.

1.3. **Claims** (individually, a "**Claim**") – All foreseeable and unforeseeable claims, actions, causes of action (whether in tort, contract, or under a theory of strict liability, or whether in law, equity, statutory or otherwise), litigation, demands, liabilities, damages, losses, injuries, disbursements, costs, charges, judgments, penalties, fines, losses, or expenses, including, without limitation, attorneys' fees.

1.4. **Cosmetic Alterations –** Alterations that (a) are of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) are not visible from the exterior of the Premises or Building; (c) will not affect the structure or components of the Building; and (d) do not require work to be performed inside the walls or above the ceiling of the Premises.

1.5. **Costs of Reletting** – All reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

1.6. **Date of Condemnation** – The date the condemning authority has the right to possession of the property being condemned.

1.7. **Environmental Laws** – All federal, state, local, or municipal environmental law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (ii) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (iii) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (iv) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (v) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (vi) state or local environmental laws, and (vii) any regulations related to any of the foregoing.

1.8. **Force Majeure Events** – Any event outside of the reasonable control of Landlord, including, but not limited to, any act of nature, act of God, governmental or police action or failure to act, labor dispute, strikes, lockouts, acts of war, acts of terrorism, civil unrest or commission, inability to obtain services, labor, or materials or reasonable substitutes therefor, unavailability of utility service, mechanical breakdown, closure of any public streets or sidewalks or any building, structure or improvement not owned by Landlord, and/or any fire or other casualty, or any contagious or infectious disease outbreaks or other public health emergencies, such as, but not limited to, epidemics, pandemics or impositions of quarantine restrictions by any governmental authority in the geographic area where the Premises is located or that imposes a significant risk of harm, injury, or illness to employees, contractors, servants, customers, or guests visiting the Premises or the Building, provided that Force Majeure Events will not include failure to pay any amount, such as Rent under this Lease, financial inability, or bankruptcy.

1.9. **Governmental Authorities** – Any governmental entity, agency or authority with jurisdiction over any portion of the Property, or any aspect of the entitlements, development, or construction thereof (including, without limitation, all applicable agencies and divisions of any local municipality.

1.10. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, all asbestos or petroleum-based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or

regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.11. **Landlord Parties** – Means Landlord, its property manager, if applicable, and any mortgagee, and any Affiliates of the foregoing, and all of their respective officers, directors, managers, members, shareholders, partners, employees, agents, servants, and contractors.

1.12. **Landlord Restoration Work** – After a casualty event, Landlord's repair and restoration work for the Building as may be required to return the Premises to its condition prior to the Commencement Date.

1.13. **Late Fee** – Ten percent (10.0%) of the delinquent amount.

1.14. **Laws** – Any law, regulation, rule, order, statute or ordinance of any governmental or private entity in effect at any time during the Term and applicable to the Property and Tenant's use thereof, including, but not limited to, building, fire and safety codes and regulations, conditional use permits, certificates of occupancy, Environmental Laws and the Americans with Disabilities Act.

1.15. **Lease** – This Lease Agreement, including the Term Summary and all exhibits and schedules attached hereto.

1.16. **Rent** – Base Rent and Additional Rent.

1.17. **RSF** – Rentable Square Feet; the total number of square feet of both the Building and the Premises, including an allocation of common area.

1.18. **Service Failure** – An interruption in, a disruption of, or failure or inability to provide any services or utilities to the Premises or Building for any reason.

1.19. **Tenant's FF&E** – Tenant's trade fixtures, furnishings, equipment and stock in trade.

1.20. **Tenant Parties** – Tenant, its partners, shareholders, members, managers, officers, directors, employees, agents, servants, contractors, assigns, representatives, licensees, and permitted subtenants

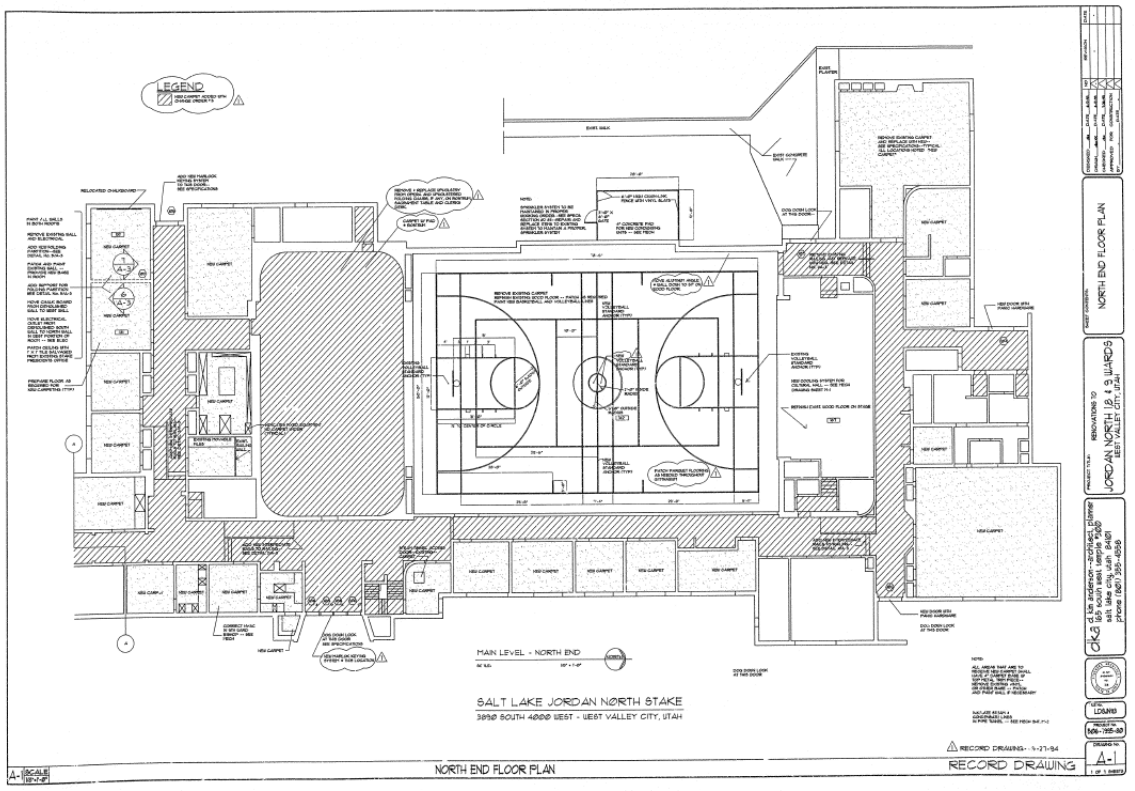
1.21. **Tenant Restoration Work** – After a casualty event, Tenant's repair and restoration for Tenant's Work and any Alterations made by Tenant.

1.22. **Transfer** – An assignment, collateral assignment, mortgage, pledge, hypothecation or Encumbrance of this Lease or any interest therein, or subletting or granting a license, concession or any other interest in the Premises, or permitting the use or occupancy of the Premises or any part thereof by or for the benefit of anyone other than Tenant, or in any other manner transferring all or any part of Tenant's rights or interests under this Lease. If Tenant is a business entity, any direct or indirect transfer of fifty percent (50%) or more in the aggregate of the ownership interest of the Tenant entity or of the ownership interest of the manager, member, or shareholder or other entity controlling the Tenant entity (whether in a single transaction or in the aggregate through more than one transaction) will be deemed a Transfer; provided that transfers of publicly traded ownership interest in the Tenant entity or a transfer resulting from the death of a person will not be deemed a Transfer.

1.23. **Transferee** – An assignee, mortgagee, subtenant, licensee, concessionaire, user or other transferee.

Exhibit A

(Floor Plan of the Premises)



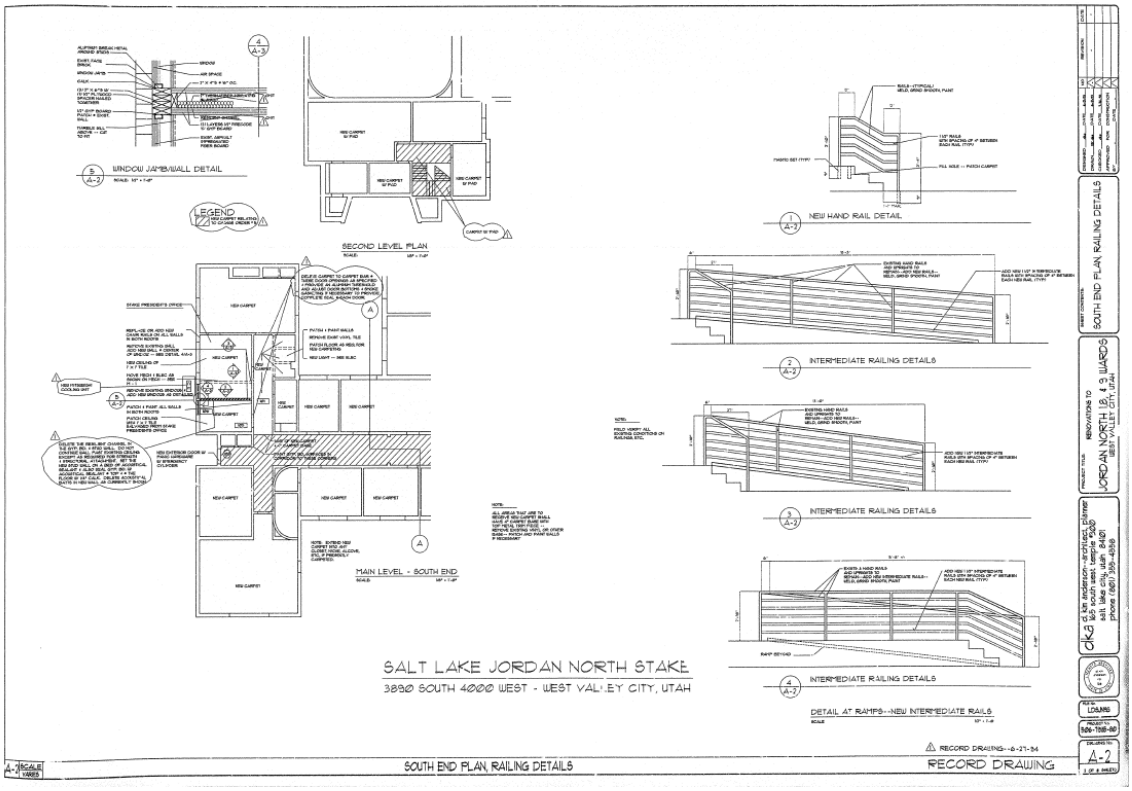


Exhibit B

(Allocation of Maintenance and Repair Obligations)

The allocation of Landlord's and Tenant's obligations, and the party responsible for the costs relating to the same, are as shown below.

Item	Landlord's Obligation	Tenant's Obligation	Recoverable by Landlord	Not Recoverable by Landlord
Building Foundation		X		
Building Structural Elements		X		
Exterior Walls (including painting)		X		
Roof		X		
Roof Membrane		X		
Rain Gutters		X		
Pylon/Monument Sign		X		
Pylon Sign Face		X		
Sidewalks		X		
Drive Aisles/Asphalt		X		
Parking Area/Asphalt		X		
Striping		X		
Parking Area Sweeping		X		
Common Area Signage		X		
Landscaping		X		
Building adjacent walkways		X		
Utility systems (from the meter to and within the Premises)		X		
Utility systems (to the meter and outside of the Premises)		X		
Utility systems (not separately metered)		X		
Utility Charges – Common Area and Building		X		
Utility Charges – Premises (separately metered)		X		
Common Areas Light Fixtures		X		
Maintenance of Building Lighting (including exterior building lighting)		X		
Replacement of Building Lighting (including exterior building lighting)		X		
HVAC (less than $2,000.00)		X		
HVAC (more than $2,000.00)		X		
Interior of Premises		X		
Windows/Plate Glass		X		
Interior Doors		X		
Exterior Doors		X		
Trash Enclosure		X		

Trash Dumpster & Disposal		X		
Snow Removal		X		
Tenant's Signage		X		
Property Signage		X		
Security – Common Areas		X		
Real Property Taxes		X		
Landlord's Insurance		X		
Tenant's Insurance		X		

1. DEFINITIONS. The following capitalized terms will have the ascribed meanings:

1.1 **Additional Rent** – Any charge, fee or expense payable by Tenant to Landlord under this Lease, including, without limitation, Tenant's Proportionate Share of (a) Operating Expenses, (b) Taxes, and (c) Landlord's Insurance, for any calendar year falling in whole or in part during the Term.

1.2 **Landlord's Insurance** – Landlord may manage a program of alternative risk transfer related to risk of harm, loss or damage to the Building and the Property, and the repair, restoration, and reconstruction thereof, to the extent and degree that Landlord deems necessary in Landlord's reasonable judgment. Landlord's risk management program may include elements of traditional insurance, self-insurance, large deductibles, or risk assumption. The cost of Landlord's risk management program will be deemed to be the cost of obtaining and managing an insurance policy covering the risk managed or assumed by Landlord, which cost will be determined by an estimate or quote from a reputable insurance company regarding such insurance coverage. The cost of Landlord's risk management program, as determined above, will be deemed the cost of insurance for expense reimbursement purposes and Landlord may, in its discretion, include such costs as part of Expenses. Landlord will not be required to carry insurance of any kind on Alterations and/or Tenant's personal property, and will not be obligated to repair any damage thereto or replace the same for any reason.

1.3 **Operating Expenses** – All reasonable, out-of-pocket costs and expenses incurred by Landlord during the Term that Landlord actually incurs with respect to maintaining and repairing the Premises.

1.4 **Statement** – A statement provided by Landlord to Tenant showing (i) the total amount of Operating Expenses, Taxes and Insurance and Tenant's Proportionate Share for the calendar year, (ii) the total payments made by Tenant, and (iii) any overpayment or underpayment by Tenant for the calendar year.

1.5 **Taxes** – All ad valorem real property taxes and assessments imposed on the Property.

1.6 **Tenant's Proportionate Share** – A fraction in which the numerator is the RSF of the Premises and the denominator is the RSF of the entire Building(s) on the Property. Tenant's Proportionate Share is 100.0%.

2. ADDITIONAL RENT.

2.1 Tenant will pay Additional Rent commencing on the Rent Commencement Date. Tenant will pay monthly Additional Rent installments on or before the first (1st) day of each month during the Term at Landlord's Address. For each calendar year, Landlord will estimate the amount of Additional Rent due for the year, and Tenant will pay Landlord one-twelfth of the estimate on the first day of each month during the year. The estimate may be revised by Landlord whenever it obtains information relevant to making the estimate more accurate.

2.2 Within 120 days after the end of each calendar year, Landlord will provide Tenant the Statement. If the Statement reveals that the actual amount of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance exceeds the total payments made by Tenant, Tenant will pay Landlord the deficiency within 30 days of Tenant's receipt of the Statement. If the Statement shows that Tenant's payments exceed the actual amount of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance, Landlord will reimburse Tenant the excess within 30 days of Tenant's receipt of the Statement.

2.3 If Tenant objects in writing to the Statement within 30 days after its receipt, Tenant will have the right to review Landlord's records relating to the Operating Expenses, Taxes and Insurance. If Tenant's review indicates that Tenant underpaid Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance, Tenant will pay the amount owed within 30 days after completing Tenant's review. If Tenant's review indicates that Tenant overpaid Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance, Landlord will either grant Tenant a credit toward payment of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance next coming due, or refund the overpayment to Tenant. Landlord will pay any undisputed refund within 30 days after the result of Tenant's review; provided, however, if Landlord disputes the results of Tenant's review, the parties will work together in good faith to resolve the dispute. Tenant will perform its review at its sole cost and expense.

SUMMARY OF
PURCHASE AND SALE AGREEMENT
PN: 506-7995 & 507-6773 (Lighthouse)

This Summary of Purchase and Sale Agreement (this "**Term Summary**") is a part of the Agreement (defined below). Each reference in the Agreement to any term in this Term Summary will have the meaning set forth in this Term Summary. If there is a conflict between the terms in this Term Summary and the Agreement, the terms of the Agreement will prevail.

"Seller":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
"Seller Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Steven Wallis Email: steven.wallis@churchofjesuschrist.org
"Seller Representative":	Steven Wallis
"Buyer":	**WEST VALLEY CITY CORPORATION**, a Utah municipality
"Buyer Address":	3600 Constitution Boulevard West Valley City, Utah 84119 Attn: Craig Thomas Email: craig.thomas@wvc-ut.gov
"Buyer Representative":	Craig Thomas
"Real Property":	Address: 3900 S 4000 W City/State/Zip: West Valley City, UT 84119 County: Salt Lake Tax Parcel No.: 15-31-429-030-0000 Legal Description and Depiction: See **Exhibit A** to this Agreement.
"Escrow Agent":	Fidelity National Title NCS Utah 170 S Main St., Suite 1075 Salt Lake City, UT 84101 Attn: Hillary Morgan Email: Hillary.morgan@fnf.com
"Seller Broker":	N/A
"Buyer Broker":	N/A
"Purchase Price":	$2,550,000.00
"Earnest Money":	$50,000.00. The parties acknowledge and agree that the Earnest Money shall become non-refundable to Buyer at the expiration of the Feasibility Period, but shall be applicable to the Purchase Price at Closing.

"Lease Agreement":	That certain Lease Agreement between Seller, as landlord, and Buyer, as tenant for the occupancy and use of the Property. The Lease Agreement shall be executed simultaneously with this Agreement.
Key Dates:	
"Feasibility Period":	From the Effective Date until the earlier to occur of the following: (i) 5:00 p.m. (Utah time) on the date which is two (2) years after the Effective Date; or (ii) the date on which Buyer has (a) secured all funding and financing for the acquisition of the Property and (b) obtained all necessary governmental approvals for the acquisition of the Property, including but not limited to all necessary City Council approvals for the funding and acquisition of the Property. The parties acknowledge and agree that in the event that the items under subsection (ii) above are satisfied, then Buyer shall be irrevocably committed to purchase the Property.
"Closing Date":	The date which is thirty (30) days after the Feasibility Period expires.
Entitlements:	The following Section will apply and be binding on the parties if checked (if not checked, then such Section will **not** apply): ☐ **Section 9.1.4** (Entitlements) The following actions will be considered "**Entitlements**": ☐ Rezoning of the Property. ☐ Obtaining a Conditional Use Permit.
Additional Provisions:	The following subsections, romanettes and exhibits will apply and be binding on the parties if checked (if not checked, then such subsections, romanettes and exhibits will **not** apply): ☒ **Section 15.1** (Decommissioning) ☐ **Intentionally Deleted** ☒ **Section 15.2(ii)** and **Exhibit 15.2(ii)** (Use Restriction) ☒ **Section 15.2(iii)** and **Exhibit 15.2(iii)** (Asbestos)
"Transaction Expense Chart":	The following transaction expenses will be allocated as follows:

#	Closing Item	Buyer's Share of Costs	Seller's Share of Costs	Not Applicable (if checked)
1.	Additional Inspections	100%	0%	☐
2.	ALTA Survey	100%	0%	☐
3.	Deed Preparation & Recording Fees	0%	100%	☐
4.	Phase I Report	100%	0%	☐
6.	Standard Owner's Title Policy	0%	100%	☐
7.	Extended Coverage & Title Endorsements	100%	0%	☐
8.	Transfer Tax	100%	0%	☐
9.	Rollback Tax	100%	0%	☐
10.	Seller's Broker Commission	0%	100%	☒
11.	Buyer's Broker Commission	100%	0%	☒
12.	Escrow and Closing Fees	50%	50%	☐

"**Buyer Relationship Disclosure**":	Check the box that applies:

	☒	Buyer **does not** have a personal, business or other relationship with Seller or affiliated corporations or groups other than the sale of the Property; or
	☐	Buyer **does** have a personal, business or other relationship with Seller or affiliated corporations or groups other than the sale of the Property, which is:
		☐ a currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints ("**Church**") where the Property is located;
		☐ an employee of the Seller or any Church affiliate;
		☐ a relative of an employee of Seller or of any other Church affiliate; and/or
		☐ a hired agent of the Seller or any Church affiliate.

Buyer's Initials: _____ **Seller's Initials:** _____

Approved as to form 10/1/2025
Brandon Hill

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is effective as of the Effective Date by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Seller**"), and **WEST VALLEY CITY CORPORATION**, a Utah municipality ("**Buyer**").

RECITALS

A. Seller is the owner of the Real Property located in the county and state set forth in the Term Summary, as more fully described and depicted on **Exhibit A**, together with those items included in the definition of "**Property**."

B. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property upon the terms and conditions in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Definitions. The capitalized terms used in this Agreement will have the meaning given them in this Agreement and **Schedule 1**.

2. Purchase Agreement. Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property subject to this Agreement.

3. Purchase Price. The Purchase Price will be due and payable as follows:

3.1. **Earnest Money**. Buyer shall deposit the Earnest Money with Escrow Agent no later than three (3) Business Days after the Effective Date. If the Earnest Money is not timely delivered by Buyer to Escrow Agent, then this Agreement will be null and void.

3.2. **Balance of Purchase Price**. Buyer shall pay the Purchase Price, less the Earnest Money and less any Base Rent payments made by Buyer under the Lease Agreement, to Seller at Closing, subject to the prorations, credits and adjustments in this Agreement and the Lease Agreement. Buyer acknowledges and agrees that in the event that Buyer does not elect to purchase the Property or the Lease Agreement terminates prior to Closing, then Seller shall be permitted to retain all Base Rent payments under the Lease Agreement, as more fully set forth in the Lease Agreement.

4. Disposition of Earnest Money. Seller and Buyer instruct Escrow Agent to (i) hold the Earnest Money in an FDIC-insured, interest-bearing account with no penalty for early withdrawal, and (ii) disburse the Earnest Money as follows:

4.1. **Distribution to Buyer**. If the Purchase and Sale Transaction is not consummated due to (i) the timely termination of this Agreement pursuant to an existing termination right wherein the express terms of such termination right provide that Buyer is to receive the Earnest Money, or (ii) the termination of this Agreement by Buyer pursuant to **Section 14.2** due to a Seller Default, then the Earnest Money will be returned to Buyer, less $100.00 of independent consideration which will be disbursed to Seller.

4.2. **Distribution to Seller**. If the Purchase and Sale Transaction is not consummated due to (i) the termination of this Agreement by Seller as a result of a Buyer Default, or (ii) any termination of this Agreement by any party for any reason other than as expressly set forth in **Section 4.1**, then the Earnest Money will be disbursed to Seller.

4.3. **Application**. If the Purchase and Sale Transaction is consummated, the Earnest Money will be applied to the Purchase Price and paid to Seller at Closing.

5. Feasibility Period.

5.1. **Feasibility Review**. Seller issues to Buyer and Buyer's employees, contractors and agents a nonexclusive right and license to enter upon the Real Property, at Buyer's sole risk, to inspect the Property and conduct any studies, tests, assessments or other matters deemed necessary by Buyer to assess the condition of the Property and determine whether to acquire the Property, to seek and obtain any desired funding and financing for the acquisition of the Property, and to obtain all necessary governmental approvals for the acquisition of the Property, including but not limited to all necessary City Council approvals for the funding and acquisition of the Property ("**Feasibility Review**") during the Feasibility Period. Notwithstanding the foregoing, Buyer shall not perform any invasive or intrusive testing at, in, on or under the Property (including, without limitation, any Phase II environmental site assessment) without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Buyer shall minimize any inconvenience or disturbance of any tenants or occupants of the Property in connection with the Feasibility Review. Seller shall have the right to have a Seller representative accompany Buyer and Buyer's Consultants during any entry onto the Property.

5.1.1. **Repair**. Buyer shall immediately repair any damage to the Property resulting from Buyer's entry upon, or testing of, the Property to the same or better condition that existed before such entry upon or testing of the Property.

5.1.2. **Indemnity**. Buyer shall indemnify, defend, save and hold Seller harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any kind whatsoever (including, without limitation, reasonable attorneys' fees and costs) ("**Losses**") caused by, or in any way related to, the acts or omissions of Buyer and its employees, contractors and agents during and in connection with the Feasibility Review; provided, however, such indemnification does not apply to the mere discovery by Buyer of any preexisting condition to the Property as a result of any testing permitted under this Agreement. The obligations of Buyer in the preceding sentence will survive the termination or Closing of this Agreement.

5.1.3. **Insurance**. Buyer shall obtain a Commercial General Liability Insurance Policy with a limit of not less than $1,000,000.00 each occurrence, covering the activities of Buyer and Buyer's Consultants while on the Real Property, and naming Seller as an additional insured, which policy will be non-cancelable without thirty (30) days' prior written notice to Seller. A certificate evidencing such insurance and Seller as an additional insured shall be delivered to Seller prior to Buyer or Buyer's Consultants entry onto the Real Property.

5.1.4. **Termination**. If the results of the Feasibility Review are unsatisfactory to Buyer for any reason, then Buyer may terminate this Agreement before the Feasibility Period expires by giving Seller written notice of termination ("**Termination Notice**"), whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If Buyer does not timely terminate this Agreement before the Feasibility Period expires, then Buyer: (i) will be deemed to have waived its right to terminate under this **Section 5.1.4** and approved the condition of the Property in all respects (subject to the satisfaction of the terms of this Agreement); (ii) the Earnest Money will be deemed nonrefundable to Buyer, subject to **Section 4.1**; and (iii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to the terms of this Agreement.

5.2. **Inspection Materials**.

5.2.1. **Delivery**. Within a reasonable period after the Opening of Escrow, Seller shall make available the following materials to Buyer to the extent within Seller's possession or control ("**Inspection Materials**"): (i) the most recent survey of the Real Property, if any; and (ii) a title commitment with respect to the Real Property issued by the Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property ("**Title Report**"). In no event shall Seller be required to provide to Buyer any materials or documentation that are attorney-work product, attorney-client privileged, materials relating to other real property, or appraisals of the Property. All Inspection Materials are furnished to Buyer "AS IS" with no warranty or representations of any kind whatsoever from Seller.

5.2.2. **Return**. If this Agreement terminates, then Buyer shall furnish to Seller no later than ten (10) days thereafter: (i) copies of any and all Inspection Materials furnished to Buyer by Seller or written confirmation that Seller has destroyed all hard copies and deleted all electronic copies of all Inspection Materials; and (ii) copies of any third-party reports prepared for Buyer relating to the Property. This **Section 5.2.2** will survive the termination of this Agreement.

6. Survey and Title Review.

6.1. **Survey**. Buyer may, at Buyer's expense, during the Feasibility Period obtain an ALTA survey for the Property by either obtaining a new survey or updating any survey furnished by Seller ("**Survey**"). If Buyer elects to obtain a Survey, then such Survey shall be certified to both Seller and Buyer.

6.2. **Title Review**. Buyer shall have until the Feasibility Period expires to review any matters disclosed in the Title Report or shown on the Survey. If Buyer does not approve the condition of title to the Property, then Buyer may terminate this Agreement pursuant to **Section 5.1.4**. If Buyer does not timely terminate this Agreement before the Feasibility Period pursuant to **Section 5.1.4**, then (i) all items, exceptions, and conditions shown on the then-current Title Report and the Survey will be deemed approved as "**Permitted Exceptions**" to the title of the Property; and (ii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to this Agreement. Notwithstanding anything in this Agreement to the contrary, Seller shall cause the release or removal of any deeds of trust, mortgages or other monetary encumbrances created by, through or under Seller and recorded against the Property ("**Mandatory Cure Items**") and the same will not constitute Permitted Exceptions; provided, however, in no event will any monetary encumbrance created by, through or under Buyer be deemed a Mandatory Cure Item. If, following use of good faith efforts, Seller is unable to remove any Mandatory Cure Items on or before Closing, then Seller may extend the Closing Date for a period not to exceed thirty (30) days to effectuate the removal or release of such Mandatory Cure Items.

6.3. **Title Policy**.

6.3.1. **Form of Policy**. At the Closing, Escrow Agent will issue to Buyer, at Seller's expense, a standard owner's policy of title insurance in the amount of the Purchase Price insuring Buyer as the fee owner of the Property, subject to the Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance ("**Title Policy**"). Buyer may, at its expense, obtain extended coverage or such endorsements to the Title Policy as Buyer may reasonably request. Obtaining extended coverage or any endorsements will not be a condition or contingency of the Closing.

6.3.2. **Primary Recourse**. Notwithstanding anything contained in this Agreement to the contrary, with respect to all matters affecting title to the Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any representation, warranty or covenant made by Seller in this Agreement or the Deed, then Buyer agrees that it will first seek recovery under the Title Policy, and Buyer may only assert any claim against Seller for recovery of such claim after all remedies available to Buyer under the Title Policy have been exhausted and any recovery from Seller will be reduced by any recourse received by Buyer under the Title Policy. This **Section 6.3.2** will survive the Closing and recording of the Deed.

7. Entitlements. Buyer, at its expense, will have until the Feasibility Period expires to design and plan its development of the Property. Buyer, at its sole expense, will have until the Closing Date to obtain necessary governmental approvals to secure the Entitlements ("**Entitlement Approvals**"). In all events, in pursuing such Entitlements, Buyer shall act in strict accordance with the provisions of **Exhibit 7**, which include, without limitation, a prohibition against any land use approval action or rezoning pursued by Buyer becoming final and binding on the Property prior to Closing and Seller having the right to review and approve any land use or rezoning applications prior to their submission to the governmental authority.

8. Closing.

8.1. **Time & Place**. The Closing for the Purchase and Sale Transaction will take place in the

offices of Escrow Agent, or its affiliate if required, on the Closing Date.

8.2. **Seller's Deliverables**. At the Closing, Seller shall deliver, or cause to be delivered to Escrow Agent and Buyer, as applicable:

8.2.1. **Deed**. The Deed, fully executed and properly acknowledged by Seller.

8.2.2. **FIRPTA**. An affidavit on Seller's approved form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2).

8.2.3. **General Assignment**. A general assignment and bill of sale related to the Property in the form of **Exhibit 8.2.3**, fully executed by Seller ("**General Assignment**").

8.2.4. **Settlement Statement**. A settlement statement signed by Seller that accurately reflects the payments, credits and prorations required in this Agreement.

8.2.5. **Amendment to Cooperation Agreement.** An amendment to the Cooperation Agreement (defined below), in a form and substance approved by the parties, signed by Seller.

8.2.6. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement; provided, however, that such funds, instruments and documents will be subject to Seller's prior approval thereof, which approval may not be unreasonably withheld.

8.3. **Buyer's Deliverables**. At the Closing, Buyer shall deliver to Escrow Agent:

8.3.1. **Purchase Price**. The Purchase Price (less the Deposit), and any additional funds required by this Agreement for closing costs, prorations, title policies and other fees and expenses related to the Closing.

8.3.2. **General Assignment**. The General Assignment, fully executed by Buyer.

8.3.3. **Settlement Statement**. A settlement statement signed by Buyer, which is reasonably acceptable to Buyer and accurately reflects the payments, credits and prorations required herein.

8.3.4. **Amendment to Cooperation Agreement**. An amendment to the Cooperation Agreement, in a form and substance approved by the parties, signed by Buyer.

8.3.5. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents will be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

8.4. **Prorations & Closing Costs**.

8.4.1. **Own Costs**. Except as expressly set forth in this Agreement, each party shall bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. The parties shall pay those expenses allocated to such party on the Transaction Expense Chart.

8.4.2. **Taxes**. All real property taxes and assessments accrued for the current year will be prorated between the parties as of Closing. To the extent that a real tax bill is unavailable for the year in which the Closing occurs, then the parties shall estimate the real estate taxes based on the prior year. Not later than December 31 of the calendar year in which the Closing occurs (or such earlier date as possible), Seller and Buyer may re-prorate real property taxes based upon actual real estate tax bills received after Closing. This **Section 8.4.2** will survive the Closing.

8.4.3. **Utilities**. Payments to all utility and other service providers related to the Property will be prorated between the parties as of Closing.

8.4.4. **Sales Tax**. All sales or use taxes, proceeds or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity shall be paid by Buyer.

8.5. **Possession**. Buyer shall be entitled to possession of the Property at Closing.

9. Closing Conditions.

9.1. **Buyer's Conditions**. Buyer's obligations to consummate the Purchase and Sale Transaction is specifically conditioned and contingent on the satisfaction of each of the following at Closing:

9.1.1. **Deliverables**. Seller's delivery of the materials required under **Section 8.2** and Seller's material satisfaction of its obligations in this Agreement.

9.1.2. **Title Policy**. Title Company is irrevocable committed to issue the Title Policy, subject only to the Permitted Exceptions.

9.1.3. **Representations**. Seller's representations made in this Agreement will be true and correct in all material respects.

9.1.4. **Entitlements**. Buyer has obtained the Entitlement Approvals.

9.2. **Seller's Conditions**. Seller's obligations to consummate the Purchase and Sale Transaction is specifically conditioned and contingent on the satisfaction of each of the following at Closing:

9.2.1. **Deliverables**. Buyer's delivery of the materials and funds required under **Section 8.3** and Buyer's material satisfaction of its obligations in this Agreement.

9.2.2. **Representations**. Buyer's representations made in this Agreement will be true and correct in all material respects.

9.3. **Failure of Condition**.

9.3.1. **Failure of Buyer Condition**. If any Buyer Condition is not satisfied at Closing, then Buyer may either: (i) waive such unsatisfied Buyer Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Seller written notice thereof, whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If a Buyer Condition is not satisfied due to a Seller Default, then Buyer will, in addition to the foregoing, have the remedies in **Section 14.2**.

9.3.2. **Failure of Seller Condition**. If any Seller Condition is not satisfied at Closing, then Seller may either: (i) waive such unsatisfied Seller Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Buyer written notice thereof, whereupon the Earnest Money will be returned to Buyer, except if such unsatisfied Seller Condition is a result of a Buyer Default, in which event Seller will have the remedies in **Section 14.1**, including, without limitation, the right to receive the Earnest Money.

10. Representations.

10.1. **Seller Representations**. Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents to Buyer that:

10.1.1. **Organization & Standing**. Seller is duly formed, validly existing and in good standing under the laws of the state of its formation. Seller has full power and authority to enter into and perform this

Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.

10.1.2. **Binding Agreement**. This Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

10.1.3. **No Litigation**. There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

10.1.4. **No Bankruptcy**. Seller has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.1.5. **Non-Foreign Person**. Seller is not a "foreign person" as defined in the Internal Revenue Code Section 1445 and the regulations promulgated thereunder.

The representations by Seller in this **Section 10.1** will terminate at and not survive the Closing.

10.2. **Buyer's Representations**. Buyer, to Buyer's Current Knowledge, as of the date of this Agreement and again at Closing, represents to Seller that:

10.2.1. **Organization & Standing**. Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyer.

10.2.2. **Binding Agreement**. This Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

10.2.3. **No Bankruptcy**. Buyer has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.2.4. **Buyer Relationship Disclosure**. The Buyer Relationship Disclosure set forth on the Term Summary is true and correct in all material respects.

The representations by Buyer set forth in this **Section 10.2** will terminate at and not survive the Closing.

11. As Is Purchase.

11.1. **Disclaimer**. Except as expressly set forth in the Deed delivered at Closing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property or the Inspection Materials. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or

regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose (including without limitation the current or any future use thereof); or (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials.

11.2. **Acceptance**. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED DELIVERED AT CLOSING, THE PROPERTY WILL BE SOLD AND BUYER WILL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY AT CLOSING IN ITS "**AS IS, WHERE IS CONDITION, WITH ALL FAULTS**," WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN THE DEED DELIVERED AT CLOSING, SUCH SALE WILL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

11.3. **General Release**. Buyer, on behalf of itself and its successors, assigns and representatives, does hereby release Seller, except as expressly set forth in the Deed, and Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorneys' fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyer may have at Closing or which may arise in the future on account of or in any way arising out of or connected with this Agreement. Buyer understands the significance of executing this Agreement and the general release of claims set forth above.

11.4. **Material Inducement**. Buyer hereby agrees and acknowledges that this **Section 11** and, if applicable, **Section 15.2**, are each a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyer without Buyer's express agreement to this **Section 11**. This **Section 11** will survive the Closing and the recording of the Deed.

12. Risk of Loss.

12.1. **Risk of Loss**. Except as set forth in this **Section 12**, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

12.2. **Condemnation**. If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyer of such proceedings, and this Agreement will not terminate, but will remain in full force and effect. In such event, at Closing (i) Seller shall pay to Buyer all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing; (ii) Seller shall assign to Buyer all of Seller's rights to defend such proceedings or actions in lieu thereof; and (iii) Buyer shall take the Property subject to any such proceedings. The Purchase Price will not be adjusted or reduced for any such proceedings or for any land taken by condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" means the service upon Seller of a formal notice of condemnation by a governmental authority with the power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

12.3. **Casualty**.

12.3.1. **Minor Casualty**. If the Property is damaged by any casualty before Closing, and the loss in value to the Property because of such casualty ("**Casualty Loss Value**"), as estimated by Seller, in its sole but reasonable discretion, is less than or equal to ten percent (10%) of the Purchase Price, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided herein, without any adjustment to the Purchase Price. Notwithstanding the foregoing, in no event shall Seller commit any waste of the Property.

12.3.2. **Major Casualty**. If the Property is damaged by any casualty before Closing, and the Casualty Loss Value, as estimated by Seller, in its sole but reasonable discretion, is more than ten percent (10%) of the Purchase Price, then either Seller or Buyer may elect to terminate this Agreement, by written notice to the other

party given not more than ten (10) days after receipt of written notice from Seller to Buyer of Seller's estimate of the valuation loss, which notice Seller shall give no later than thirty (30) days after the casualty. If neither party elects to so terminate this Agreement pursuant to this **Section 12.3.2**, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided in this Agreement, without any adjustment to the Purchase Price.

13. Broker Commission. Except as disclosed in the Term Summary, Buyer and Seller each represents and warrants that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Except as set forth in the Term Summary, Buyer and Seller shall each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit following the Closing. Any brokerage agreement between Buyer and Seller with their respective broker(s) will be memorialized by separate agreement. No brokerage fees or commissions will be based on or governed by this Agreement. This **Section 13** will survive the Closing.

14. Remedies & Termination.

14.1. **Seller's Remedies**. If Buyer defaults in any of its agreements, covenants or other obligations under this Agreement ("**Buyer Default**"), then Seller shall give Buyer written notice of such default and thereafter Buyer shall have five (5) Business Days to cure such default. If such Buyer Default remains uncured after any applicable cure period, then Seller may, as its remedies for such Buyer Default, either: (i) waive the effect of such Buyer Default and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement, whereupon Escrow Agent will disburse the Earnest Money to Seller as liquidated damages. SELLER AND BUYER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER DUE TO A BUYER DEFAULT AND THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS THE AMOUNT OF THE EARNEST MONEY. Notwithstanding anything in this Agreement contrary, this **Section 14.1** will not limit any right to indemnification and restoration in favor of Seller in this Agreement.

14.2. **Buyer's Remedies**. If Seller defaults in any of its agreements, covenants, or other obligations under this Agreement ("**Seller Default**"), then Buyer shall give Seller written notice of such Seller Default and thereafter Seller shall have five (5) Business Days to cure such default. If such Seller Default remains uncured after any applicable cure period, Buyer may, as its sole remedies for such Seller Default, either: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) terminate this Agreement in accordance with **Section 14.3** below; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this **Section 14.2** will be non-cumulative and exclusive. In no event shall Buyer be entitled to any punitive, special, or consequential damages of any kind.

14.3. **Termination**. If Buyer or Seller elects to terminate this Agreement pursuant to its terms, the terminating party shall deliver written notice of such termination to the other party and Escrow Agent (provided, any failure to deliver written notice to Escrow Agent will not invalidate such termination notice). Upon delivery of written notice of termination in the preceding sentence, or upon an automatic termination in accordance with this Agreement, Escrow Agent will disburse the Earnest Money in accordance with **Section 4**, return all documents deposited with Escrow Agent to the party who supplied such documents, and this Agreement will terminate and the parties shall have no further rights or obligations other than those that expressly survive the termination of this Agreement. Seller and Buyer shall each pay half of any escrow termination fees or costs, except for a termination due to Seller Default or Buyer Default, in which instance the defaulting party shall pay such fees and costs.

15. Meetinghouse & Adjacent Property.

15.1. **Decommissioning**.

15.1.1. **Decommissioning by Seller**. Buyer acknowledges that Seller has certain established protocols for decommissioning any Meetinghouse Structure. Within sixty (60) days of the Effective Date, Seller, at Seller's cost and expense, shall decommission the Meetinghouse Structure located on the Real Property in accordance with Seller's protocols and standards, which decommissioning may include, without limitation, removing

or modifying religious iconography, signage, and baptismal font. All decommissioning work to be performed by Seller shall be done in a good and workmanlike manner. Both parties acknowledge and agree that the steeple on the Meetinghouse Structure will not be removed during Seller's decommissioning of the Property. Buyer acknowledges the requirement for decommissioning the Meetinghouse Structure prior to Closing, and agrees that the changes to the Property that result therefrom is permitted under this Agreement. As set forth in the Lease Agreement, Buyer acknowledges that occupancy of the Property under the Lease Agreement shall not be permitted until said decommissioning work has been completed.

15.1.2. **Reimbursement by Buyer.** In the event that the decommissioning work is completed by Seller but the Purchase and Sale Transaction is not consummated between Buyer and Seller such that Closing does not occur (except in the event of a Seller default), then Seller shall have the option, in Seller's sole and absolute discretion, to reinstall and reconstruct the baptismal font on the Property in the same manner and condition that existed prior to removal, and Buyer shall be required to reimburse the Seller for the costs and expenses associated with said reinstallation and reconstruction. Upon completion of the reinstallation and reconstruction of the baptismal font, Buyer will reimburse Seller within thirty (30) days of (a) completion of the reconstruction activities, and (b) Seller's written request to Buyer for reimbursement. In submitting Seller's request for reimbursement, Seller will provide Buyer reasonable documentation evidencing the costs and expenses set forth in the reimbursement request. Provided Buyer does not object to the amounts for reimbursement or evidence submitted with the reimbursement request, then Buyer will reimburse Seller within said 30-day period. This Section shall survive the early expiration of termination of this Agreement.

15.2. **Reservations & Restrictions**. Buyer's intended use of the Property is for the MyHometown program in accordance with the existing Community Initiative Cooperation Agreement between Seller and Buyer (as shall be amended between the parties at Closing pursuant to **Section 8** above, the "**Cooperation Agreement**") as well as other City programs and events. Seller may, in its sole discretion, include in the Deed, and Buyer acknowledges that such reservations, restrictions, and acknowledgments and covenants will be binding on the Property and Buyer notwithstanding any failure to include the following in the Deed: (i) Intentionally Deleted; (ii) the use restrictions on **Exhibit 15.2(ii)**; and (iii) the asbestos acknowledgments and covenants on **Exhibit 15.2(iii)**. Buyer acknowledges that such reservations, restrictions and covenants will be binding on the Property and Buyer notwithstanding any failure to include the foregoing in the Deed. This **Section 15.2** will survive the Closing and the recording of the Deed.

16. Notices.

16.1. **Means of Delivery**. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement will be in writing and will be given by either: (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) email. In all events, notice will only be deemed given if properly addressed to Seller or Buyer as applicable, at the addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section) set forth in the Term Summary. Copies of all notices given to Seller or Buyer shall be given to Escrow Agent (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent will not affect the effectiveness of the notice if properly provided to the other parties as described above).

16.2. **Timing**. Notice will be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed; provided, however, such notice is given after 5:00 pm Utah time, then such notice will be deemed given on the next Business Day. Notice will be deemed to have been received on the date on which the notice is actually received or delivery is refused; provided, however, if such notice is received after 5:00 pm Utah time, then such notice will be deemed received on the next Business Day.

17. Miscellaneous.

17.1. **Entire Agreement**. This Agreement sets forth the entire understanding of the parties with respect to the matters in this Agreement, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein and cannot be altered or amended except pursuant

to an instrument in writing signed by both Buyer and Seller.

17.2. **Successors & Assigns**. Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyer. Buyer shall not have the right to assign, transfer or convey any of its rights and obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may withhold in its sole discretion. Notwithstanding the preceding sentence, Buyer may designate a different entity to take title to the Property at Closing (provided Buyer delivers Seller notice thereof no later than five Business Days prior to Closing). This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17.3. **Additional Acts**. The parties will promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

17.4. **Headings**. The headings in this Agreement are for reference only and will not limit or define the meaning of any provision of this Agreement.

17.5. **Business Days**. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

17.6. **Time of the Essence**. With respect to all dates and periods in this Agreement, time is of the essence and such dates and periods will be strictly enforced.

17.7. **Construction**. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms in this Agreement will be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms should be construed against the party who (or whose attorney) prepared this Agreement or any earlier draft of the same.

17.8. **Interpretation**. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms of this Agreement and the terms of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same will be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which will be deemed to prevail and control. Wherever the context requires in construing of this Agreement, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular.

17.9. **No Third-Party Beneficiary**. No term of this Agreement or the exhibits hereto is intended to be, nor will any such term or provision be construed to be, for the benefit of any person or entity (including any broker) not a party hereunder.

17.10. **Press Release**. The parties do not desire any publicity with respect to this transaction, and therefore each party agrees, for itself and its employees, contractors and agents (including specifically real estate brokers and agents), that no publication of this transaction will be made and no information with respect to this transaction will be given to any media. Each party shall instruct any broker working with that party of this requirement and obtain the signed agreement of that broker to abide by the terms of this **Section 17.10**. Buyer shall keep in strict confidences the Inspection Materials, the results of any Feasibility Review and the existence of this Agreement and any negotiations between the parties, and Buyer shall not disclose the same to any other party, other than disclosures to Buyer's Consultants to the extent necessary to allow Buyer to conduct its Feasibility Review and consummate the Purchase and Sale Transaction. This **Section 17.10** will survive any termination of this Agreement. This restriction does not apply to any legal procedures (such as notice or public meetings) that may be required for Buyer to complete the purchase or to the Buyer's obligation to comply with the Government Records Access and Management Act.

17.11. **Survival**. Only as specifically provided in this Agreement will any terms of this

Agreement survive Closing or termination. Any such matters that expressly survive Closing or the termination of this Agreement will be subject to any time limitations set forth herein, and, with respect to terms that survive Closing, will not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of such surviving terms or for material misrepresentation and indemnity made in writing during the applicable period limitation will survive such period.

17.12. **Governing Law; Jurisdiction**. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Utah, except with respect to real property related issues which is governed by the laws of the state where the Real Property is located.

17.13. **Attorneys' Fees**. If there is any dispute between the parties to enforce or interpret this Agreement, the unsuccessful party in such dispute shall pay to the successful party all costs and expenses, including, without limitation, to reasonable attorneys' fees, incurred by the successful party.

17.14. **Severability**. If any term or condition of this Agreement (or portion thereof) is deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not alter the remaining portion of such term or condition, or any other term or condition hereof, as each term or condition of this Agreement will be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

17.15. **No Waiver**. The waiver by any party hereto of any right granted to it hereunder will not be deemed to be a waiver of any other right granted hereunder, nor will the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

17.16. **Counterparts**. The parties may sign this Agreement in multiple identical counterparts, all of which taken together will constitute one and the same agreement. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement will have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[*signature to follow*]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

By: _____
Name: _____
Its: Authorized Agent
Date: November 1, 2025

BUYER:

WEST VALLEY CITY CORPORATION,
a Utah municipality

By: _____
Name: Karen Lang
Its: Mayor
Date: November 1, 2025

ATTEST:

_____
City Recorder

Approved as to form 10/1/2025
Brandon Hill

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreement dated _____ __, 2025, and the Earnest Money, are accepted and the Escrow is opened this ____ day of _____, 2025. Escrow Agent hereby agrees to act as the Escrow Agent, as defined in this Agreement, and to perform its duties in accordance with this Agreement and to comply with state and local laws relating to acting as an escrow or closing agent for real property transactions. Further, Escrow Agent hereby agrees to act as "the person responsible for closing" the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: Fidelity National Title NCS Utah

By: _____
Name: _____
Its: _____

LIST OF EXHIBITS

Schedule 1	-	Definitions
Exhibit A	-	Real Property Description and Depiction
Exhibit 1.32	-	Personal Property
Exhibit 7	-	Entitlements
Exhibit 8.2.1	-	Deed
Exhibit 8.2.3	-	General Assignment
Exhibit 15.2(ii)	-	Use Restrictions
Exhibit 15.2(iii)	-	Asbestos Acknowledgement and Covenants

SCHEDULE 1

DEFINITIONS

1.1. **Agreement** – Defined in the opening paragraph and including the Term Summary and all exhibits and schedules attached hereto.

1.2. **Business Day** – A day other than a Saturday, Sunday or day on which banking institutions in the state where the Real Property is located are authorized or required by law or executive order to be closed.

1.3. **Buyer** – Defined in the Term Summary.

1.4. **Buyer Condition** and **Buyer Conditions** – The conditions to Buyer's closing obligations set forth in **Section 9.1**, individually and collectively, as the context may require.

1.5. **Buyer's Consultants** – The attorneys, lenders, and consultants of Buyer that are specifically working with Buyer on the Purchase and Sale Transaction.

1.6. **Buyer Default** – Defined in **Section 14.1**.

1.7. **Cash** – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

1.8. **Casualty Loss Value** – Defined in **Section 12.3.1**.

1.9. **Church** – Defined in the Term Summary.

1.10. **Closing** or **Close of Escrow** – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed.

1.11. **Closing Date** – Defined in the Term Summary.

1.12. **Current Knowledge** – With respect to Seller, the current, actual knowledge, without a duty to investigate, of the Seller Representative, and with respect to Buyer, the current, actual knowledge of Buyer; provided, however, such Seller Representative and Buyer Representative will not have any personal liability with respect to any representations and warranties in this Agreement.

1.13. **Deed** – A special or limited warranty deed, or its equivalent in the state where the Real Property is located, in the substance of **Exhibit 8.2.1**.

1.14. **Earnest Money** – The earnest money in Cash to be deposited by Buyer with Escrow Agent in the amount set forth in the Term Summary, together with any interest earned thereon.

1.15. **Effective Date** – The later of the dates that Buyer or Seller acknowledges receipt of a fully executed Agreement, as evidenced by Buyer's or Seller's signatures and the date inserted following their signatures on the signature page herein.

1.16. **Entitlements** – Defined in the Term Summary.

1.17. **Entitlement Approvals** – Defined in **Section 7**.

1.18. **Entitlement Documents** – Defined in **Exhibit 7**.

1.19. **Escrow** – The escrow created with the Escrow Agent pursuant to this Agreement.

1.20. **Escrow Agent** – Defined in the Term Summary.

1.21. **Feasibility Period** – Defined in the Term Summary.

1.22. **Feasibility Review** – Defined in **Section 5**.

1.23. **General Assignment** – Defined in **Section 8.2.3**.

1.24. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, all asbestos or petroleum based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.25. **Inspection Materials** – Defined in **Section 5.2.1**.

1.26. **Losses** – Defined in **Section 5.1.2**.

1.27. **Mandatory Cure Items** – Defined in **Section 6.2**.

1.28. **Meetings** – Defined in **Exhibit 7**.

1.29. **Meetinghouse Structure** – Any religious meetinghouse or other structure located on the Real Property for religious purposes.

1.30. **Opening of Escrow** – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.

1.31. **Permitted Exceptions** – All (i) taxes and assessments against the Property which are not yet due and payable as of the Closing Date, (ii) then-current laws and regulations applicable to the Property, (iii) any patent claims and reservations, (iv) and other matters of record or discoverable by an inspection or survey affecting title to the Property including, without limitations, those matters contained in the Title Report or shown on the Survey.

1.32. **Personal Property** – All personal property, furniture, equipment, facilities, and items listed on **Exhibit 1.32** attached hereto, if any.

1.33. **Property** – The Real Property, together with: (i) all buildings, structures and improvements currently included thereon; (ii) any and all easements, rights of way, and appurtenances running with or pertaining thereto, including without limitation any rights to use adjacent streets or alleyways; and (iii) the Personal Property, all subject to the reservations set forth in the Deed; but excluding all Water Rights and the applicable reservations set forth in **Section 15.2**.

1.34. **Purchase Price** – The purchase price for the Property to be paid in Cash by Buyer to Seller in the amount set forth in the Term Summary.

1.35. **Purchase and Sale Transaction** – The purchase of the Property by Buyer, and the sale of the Property by Seller, all as contemplated by this Agreement.

1.36. **Real Property** – Defined in Recital A.

1.37. **Relationship Disclosure** – Buyer's relationship disclosure set forth in the Term Summary.

1.38. **Seller** – Defined in the Term Summary.

1.39. **Seller Condition** and **Seller Conditions** – The conditions to Seller's closing obligations set forth in **Section 9.2**, individually and collectively, as the context may require.

1.40. **Seller Default** – Defined in **Section 14.2**.

1.41. **Seller Representative** – Defined in the Term Summary.

1.42. **Survey** – Defined in **Section 6.1**.

1.43. **Termination Notice** – Defined in **Section 5.1.4**.

1.44. **Term Summary** –The Summary of Purchase and Sale Agreement.

1.45. **Title Company** – The party listed in **Section 1.20** of **Schedule 1**.

1.46. **Title Policy** – Defined in **Section 6.3.1**.

1.47. **Title Report** – Defined in **Section 5.2.1**.

1.48. **Transaction Expense Chart** – The allocation of transaction costs and expenses set forth in the Term Summary.

1.49. **Water Rights** – Any water rights that are appurtenant to the Real Property and any water shares or stock certificates in any water, canal or irrigation company.

EXHIBIT A

REAL PROPERTY DESCRIPTION AND DEPICTION

[*The legal description below is subject to confirmation in the Title Report*]

Lot 12, PAYNTER ESTATES SUBDIVISION, according to the Official Plat thereof, on file and recorded May 11, 2005 as Entry No. 9374317 in Book 2005P at Page 150 in the Office of the Recorder of Salt Lake County, Utah.

Tax Parcel No. 15-31-429-030-0000

EXHIBIT 1.32

PERSONAL PROPERTY LIST

To be agreed upon between the Parties in good faith prior to the Closing.

EXHIBIT 7

ENTITLEMENTS

A. Buyer may, as part of planning its proposed development of the Property, but subject to the remaining provisions of this **Exhibit 7**, seek and pursue the Entitlements. In no event will the Entitlements include, and in no event shall Buyer cause to occur, any action or matter not set forth above, including without limitation, rezoning of the property, final plat approval, final subdivision approval, the recording of any subdivision plat, and any similar governmental action, it being understood that such actions and filings may not occur without the prior written consent of Seller, which consent Seller may withhold in its sole and absolute discretion.

B. As to any Entitlement action allowed herein that will have a permanent effect on the Property prior to Closing, such as rezoning, Seller will have the right to reasonably approve such action, after written notice from Buyer which includes the pertinent materials and information. If Seller has not responded within fifteen (15) Business Days after receipt of all necessary information, Seller's approval will be deemed given.

C. Buyer shall keep Seller informed of the status of any Entitlements Buyer is pursuing, and from time to time (but no less frequently than once every month) shall report in writing to Seller the current status of any Entitlements Buyer is pursuing and other pertinent information relating to the Entitlements. At least five (5) Business Days prior to Buyer's delivery to any governmental entity or agency of any applications, subdivisions, studies, plans, site plans, master plans, and other documents and materials related to the Entitlements ("**Entitlement Documents**"), copies thereof shall be delivered to Seller. Buyer shall not submit any Entitlement Documents to any governmental entity or agency until Seller has reviewed and approved the same (which approval may not be unreasonably withheld). Further, Buyer shall notify Seller at least fifteen (15) days in advance of any and all meetings (including city, committee, planning staff and neighborhood meetings), hearings, conferences and study sessions related to the Entitlements (collectively "**Meetings**"), and Seller may attend and to participate in such Meetings.

D. Buyer and Seller shall cooperate with each other in good faith in connection with the Entitlements, and Buyer shall freely provide Seller with the Entitlement Documents and all other pertinent information related to the Entitlements in an expeditious manner. In no event shall Buyer amend or otherwise modify the Entitlements applications or any of the Entitlement Documents in any material way without obtaining the prior written consent of Seller.

E. Buyer shall not file or record any Plats before Closing.

F. If the Purchase and Sale Transaction is not consummated at Closing, then Buyer shall assign to Seller, upon the request of and at no cost to Seller, all Entitlement Document (and applications, materials and approvals relating thereto), and Seller may assign such Entitlement Documents (and applications, materials and approvals relating thereto) to another buyer or proceed with such approvals on its own behalf or abandon any such applications.

G. In addition to Seller's right to review and approve all Entitlement Documents, Buyer shall deliver to Seller, for Seller's review and approval (which approval may not be unreasonably withheld), all site plans, architectural plans and development plans (but in no event shall Buyer be obligated to provide Seller with any financial information). If Seller has not responded ten (10) Business Days after receipt of the applicable site plans, architectural plans and development plans, then Seller's approval will be deemed given.

H. If (i) Seller has approved Buyer's Entitlement Documents, and (ii) all other terms and provisions of this **Exhibit 7** are satisfied, then Seller shall (x) work together in good faith with Buyer and (y) use commercially reasonable efforts (at no out-of-pocket cost to itself) to cooperate with Buyer in obtaining the Entitlements as more fully set forth above, including without limitation, executing any applicable documentation requested by Buyer.

I. All capitalized terms referred to in this Agreement will have the same meaning provided in the Agreement, except where expressly defined otherwise herein.

EXHIBIT 8.2.1

DEED

[*Subject to conformance to state and local recording and form requirements*]

Recording requested by
and when recorded mail to:

_____
_____
_____
_____

_____
(space above for recorder's use only)

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Grantor**"), hereby conveys and warrants against all who claim by, through or under Grantor, but only against Grantor's own actions (and no other), to _____, a _____ ("**Grantee**"), whose address is _____, all that certain real property located in _____ County, _____, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements located on such land ("**Property**").

SUBJECT TO (i) current and future taxes and assessments and (ii) all reservations, easements, covenants, conditions, restrictions, encumbrances, and other matters, rights or interests of record or which would be disclosed by an accurate survey or inspection of Property.

RESERVING specifically unto Grantor all water and water rights of any and all kinds appurtenant to the Property.

[*applicable restrictions referenced in **Section 15.2** to be inserted*]

[*signature to follow*]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____ 20__.

GRANTOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name: _____
Its: Authorized Agent

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this ____ day of _____ 20__, personally appeared before me _____, personally known to me to be an Authorized Agent of **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said Corporation, and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.

_____
Notary Public for the State of Utah

Exhibit A
to
Deed

Legal Description of Property

EXHIBIT 8.2.3

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "**Assignment**") is entered into as of this ___ day of _____, 20__ ("**Effective Date**"), by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("**Assignor**") and _____, a _____("**Assignee**").

RECITALS

A. Assignor presently owns the real property described in **Exhibit A** to this Assignment and any and all improvements and personal property located thereon ("**Property**").

B. Pursuant to that certain Purchase and Sale Agreement, dated as of _____, 20___, between Assignor and Assignee (as amended, the "**Agreement**"), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title and interest in the Property ("**Property Transfer**") under the terms and conditions more fully set forth in the Agreement.

C. In connection with the Property Transfer, Assignor desires to assign, transfer, give and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's interest, in and to the following described rights, interests and property relating to the Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **Bill of Sale**. Assignor hereby transfers, grants, assigns, and conveys to Assignee all of Assignor's right, title and interest in and to the personal property set forth on **Exhibit B** to this Assignment (collectively, the "**Personal Property**"). The transfer, grant, assignment and conveyance set forth herein is done without warranty or representation by Assignor of any kind whatsoever, whether express or implied, written or oral, or statutory or otherwise. Without limiting the generality of the foregoing, Assignor has not made, and Assignee acknowledges that Assignor has not made, any warranty, certification, or representation related to: (i) the condition of title to the Personal Property; (ii) the nature, physical condition or any other aspect of the Personal Property; or (iii) the fitness of the Personal Property for any particular purpose (including without limitation the current use thereof).

2. **Assignment**. Assignor assigns, transfers, sets over, and conveys to Assignee, to the extent assignable, all of Assignor's right, title, and interest, in and to (i) all warranties and guaranties of any kind from third parties (but not from Assignor), express or implied, written or oral, relating to the Property and the Personal Property, including without limitation, any and all warranties and guaranties from contractors, subcontractors, builders, manufacturers, vendors and suppliers; and (ii) all licenses or permits relating to the Property, the Personal Property, and the use thereof.

3. **Binding Effect**. This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. **Construction; Definitions**. This Assignment will be construed according to the laws of State of Utah, except with respect to real property related issues which is governed by the state where the Real Property is located. Capitalized terms used and not otherwise defined herein will have the meanings given to such terms in the Agreement.

5. **Counterparts**. This Assignment may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and all of which will together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole
f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name (Print): _____
Its: Authorized Agent

ASSIGNEE:

_____,
a _____

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name (Print): _____
Its: _____

Exhibit A
to
General Assignment

Legal Description of Property

Exhibit B
to
General Assignment

List of Personal Property

EXHIBIT 15.2(ii)

USE RESTRICTIONS

This conveyance of the Property is made and is subject to the following restrictive covenants, each created by Grantor to protect the image and integrity of the Property and the improvements placed thereon as former places of worship, that Grantee or any of Grantee's heirs, successors or assigns shall not use the Property for the following: (i) any public or private nuisance; (ii) any business, trade or activity which, based on applicable legal standards and local ordinances, is deemed noxious, unreasonably noisy, or offensive; (iii) the making, storing, reading, showing, viewing, playing, listening, renting, selling, transmitting, receiving or distributing of any material, regardless of form or medium, having, in Seller's sole opinion, morally offensive content appealing to prurient interest in sex; (iv) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products; (v) any form of gambling or betting; or (vi) any other conduct or condition which is illegal and is not otherwise expressly mentioned above (collectively, the "**Use Restrictions**"). The foregoing Use Restrictions shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the Property. If Grantee or any of its heirs, successors or assigns transfers the Property, Grantee and its heirs, successors or assigns shall include the Use Restrictions in the deed of such conveyance. If a violation of the Use Restrictions occurs, then Grantor may obtain an injunction enforcing the Use Restrictions and Grantor will be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement thereof. A violation of any of the Use Restrictions, or injunctive relief obtained by Grantor by reason of such breach, will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but the Use Restrictions will remain binding upon, and effective against, any owner whose title to the Property or any part thereof, is acquired by foreclosure, trustee's sale or otherwise. The Use Restrictions will terminate and be of no further force or effect upon the earlier to occur of: (a) (i) the demolition of Grantor's buildings on the Property and (ii) the transfer of any real property owned by Grantor or its affiliates that abuts the Property; and (b) the 50-year anniversary of the date of the recording of this conveyance.

EXHIBIT 15.2(iii)

ASBESTOS ACKNOWLEDGMENT & COVENANTS

GRANTEE ACKNOWLEDGES that Grantor has informed Grantee that the Property has not been tested for and cannot be confirmed to be free from asbestos. Grantee hereby releases Grantor from any liability to Grantee with regard to asbestos existing or found on the Property and Grantee hereby indemnifies, defends and holds Grantor harmless from any injury or damage to persons or property caused by or resulting from contact, directly or indirectly, with asbestos on the Property following the date of this conveyance. Upon any renovation, demolition or other occurrence requiring handling, repair or removal of asbestos or materials containing asbestos by Grantee, Grantee shall remove, cover or repair said asbestos or asbestos containing materials, at Grantee's own expense, and comply with all laws applicable to asbestos.

West Valley City Issue Paper

City Council Review

Description: CRC- Hillsdale

Fiscal Impact: $ 66,000.00

Funding Source: Utah Commission on Criminal and Juvenile Justice- JAG 2023

Account #:

Budget Opening Required: ☐

Issue:

Authorize West Valley City to enter into lease and purchase agreements with the Church of Jesus Christ of Latter-Day Saints for the property at 3274 Hillsdale Drive.

Summary:

West Valley City is seeking a permanent location to house a year-round Community Resource Center (CRC) that is also able to grow programs and opportunities for residents. The agreement include a $50,000 earnest money payment. The lease agreement will be $2,000 a month for 24 months. The final purchase price will be $2,300,000.00.

FY 25/26: $66,000
FY 26/27: $24,000
FY 27/28: $2,210,000
Total: $2,300,000

Background:

Currently the CRC offerings are limited to two days a week and operate in church meeting houses. This building is being surplussed by the Church. It will be decommissioned by the Church and will no longer have any religious markings, allowing it to operate more fully as a neutral community space. Scheduling in the building will focus on MyHometown, City, community, neighborhood and resident programs. The broad mission of our CRC network is to foster social connection, provide accessible support and resources for individuals and families, promote civic engagement, and offer spaces for learning and recreation. These community spaces act as vital hubs, connecting residents to essential services, building stronger relationships, and contributing to overall community well-being by creating inclusive environments for diverse populations.

Recommendation:

Staff recommends West Valley City enter into the lease and purchase agreements with the Church of Jesus Christ of Latter-Day Saints for the property at 3274 Hillsdale Drive for the purposes of supporting the MyHometown Initiative and other supporting City programs.

Department: Community Engagement and Culture
Submitted By: Craig Thomas- Director
Date Submitted: 10/01/2025

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT AND A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS FOR PROPERTY LOCATED AT 3274 HILLSDALE DRIVE.

WHEREAS, the City desires to lease and purchase certain property from the Church of Jesus Christ of Latter-Day Saints located at 3274 Hillsdale Drive; and

WHEREAS, the City and the Church have prepared a Lease Agreement and a Purchase and Sale Agreement (the "Agreements"), setting forth the terms of said lease and sale; 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 Agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to execute said Agreements on behalf of the City, subject to approval of the final form of the Agreements by the City Manager and City Attorney's Office, with funding for the final purchase to be identified and approved at the discretion of the City Council on the schedule set forth in the Agreements.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

SUMMARY OF
LEASE AGREEMENT
PN: 506-5526 (Hillsdale)

This Summary of Lease Agreement (this "**Term Summary**") is a part of the Lease (defined below). Each reference in the Lease to any term in this Term Summary will have the meaning set forth in this Term Summary. If there is a conflict between the terms in this Term Summary and the Lease, the terms of the Lease will prevail.

"Execution Date":	November 1, 2025
"Landlord":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole
"Landlord's Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Steven Wallis Telephone: (801) 353-4676 Email: steven.wallis@churchofjesuschrist.org With a copy to: Lease Management Property No. 506-5518 50 E North Temple, 12th Floor Salt Lake City, UT 84150 Email: DL-FMD-West-Valley-UT-OA@churchofjesuschrist.org Telephone: (801)-964-3060
"Tenant":	**WEST VALLEY CITY CORPORATION**, a Utah municipality
"Tenant Address":	3600 Constitution Boulevard West Valley City, Utah 84119 Attn: Craig Thomas Email: craig.thomas@wvc-ut.gov
"Property":	The real property located at 3274 Hillsdale Dr., West Valley City, UT 84119 Tax Parcel Nos.: 15-28-327-020-0000 and 15-28-327-008-0000
"Building":	That certain building and associated improvements located on the Property, containing approximately 25,054 RSF.
"Premises":	The Property and the Building. A depiction of the Premises is attached as Exhibit A.
"Permitted Use(s)":	(i) General office use in support of the MyHometown initiative program pursuant to that certain Community Initiative Cooperation Agreement between Landlord and Tenant, as amended, (ii) City sponsored programs and activities approved in writing in advance by Landlord, as determined by Landlord in its sole and absolute discretion, and (iii) any other uses that are approved in writing in advance by Landlord, as determined by Landlord in its sole and absolute discretion.
"Term":	24 months, commencing on the Commencement Date and expiring on the Expiration Date unless Tenant completes purchase of property prior to the conclusion of the 24-month lease period and subject to the other terms of this Lease. Notwithstanding any other provisions herein to the contrary, Tenant acknowledges the requirement for decommissioning the Building by Landlord pursuant to the terms and conditions in the Purchase Agreement, and agrees that the changes to the Premises that result therefrom are permitted under this Lease and the Purchase Agreement. Further, Tenant acknowledges and agrees that occupancy of the Premises under this Lease shall not be permitted until said decommissioning work has been completed (except as otherwise approved by Landlord in Landlord's sole discretion) and that in the event that

<table>
<tr><td></td><td>the purchase and sale transaction contemplated by the Purchase Agreement is not consummated, then Tenant may have certain reimbursement obligations to Landlord in connection therewith, as set forth in the Purchase Agreement.</td></tr>
<tr><td></td><td>“Commencement Date”: November 1, 2025
“Expiration Date”: October 31, 2027.</td></tr>
<tr><td>“Base Rent”:</td><td><table><tr><th>Period</th><th>Annual Base Rent</th><th>Monthly Base Rent</th></tr><tr><td>Months 1 – 12</td><td>$24,000</td><td>$2,000</td></tr><tr><td>Months 13 – 24</td><td>$24,000</td><td>$2,000</td></tr></table></td></tr>
<tr><td>“Tenant’s Proportionate Share”:</td><td>100%</td></tr>
<tr><td>“Additional Rent”:</td><td>Tenant responsible for all utilities, maintenance, repairs, and operating expenses as a NNN lease</td></tr>
</table>

Exhibits and Schedules	
Schedule 1	Definitions
Exhibit A	Depiction of the Premises
Exhibit B	Allocation of Maintenance and Repair Obligations

(end of summary)

LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of the Execution Date, by and between Landlord and Tenant, in consideration of the mutual covenants contained herein.

1. BASIC TERMS AND DEFINITIONS. Capitalized terms used in this Lease will have the meaning given to them in this Lease and **Schedule 1**.

2. LEASE; CONDITION OF PREMISES.

2.1 Landlord, as seller, and Tenant, as buyer, are parties to that certain Purchase and Sale Agreement dated November 1, 2025 (the "**Purchase Agreement**"). In furtherance of the terms and conditions set forth in the Purchase Agreement, the parties have agreed that Landlord leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, subject to the terms and conditions of this Lease.

2.2 Subject to Section 2.3, Tenant agrees that the Premises are in good and tenantable condition, and accepts the Premises and all aspects thereof in "AS-IS," "WHERE-IS" condition and "WITH ALL FAULTS," and waives any implied warranty of habitability, merchantability or fitness for a particular use or purpose related to the Premises. Tenant agrees that Landlord and any person acting on behalf of Landlord has not made, and Landlord disclaims, any warranty, promise, guarantee, and/or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning the Premises in any manner whatsoever.

3. TERM. The Term will commence on the Commencement Date and expire on the Expiration Date. If the Commencement Date falls on a day other than the first day of a calendar month, then the Term will be for the number of full months or years stated in the Term Summary, plus the period from the Commencement Date to the end of the calendar month in which the Commencement Date occurs, and the Rent for the initial partial month will be prorated. Notwithstanding the foregoing, this Agreement will terminate prior to scheduled Expiration Date should the following occur:

3.1 Tenant elects to purchase the Premises pursuant to the Purchase Agreement, in which case this Lease will automatically terminate on the date Tenant acquires fee simple title to the Property; or

3.2 Tenant elects to terminate the Purchase Agreement pursuant to an existing termination right under the Purchase Agreement, in which case this Lease will automatically terminate on the date described in Tenant's termination notice sent pursuant to the Purchase Agreement; or

3.3 Landlord elects to terminate the Purchase Agreement pursuant to an existing termination right under the Purchase Agreement, in which case this Lease will automatically terminate on the date described in Landlord's termination notice sent pursuant to the Purchase Agreement.

Should any of the events described in Section 3.1, 3.2, or 3.3 occur, the Lease will terminate on the described date, except for those terms and conditions herein which survive termination.

4. RESERVED.

5. RENT; DUE DATE; LATE FEE; INTEREST.

5.1 Tenant will pay the Base Rent for the first month of the Term (or for the initial partial month if the Term commences on a day other than the first day of a calendar month) on the Commencement Date. Tenant will thereafter pay its monthly Base Rent installments on or before the first (1st) day of each month during the Term at Landlord's Address without deduction, demand, or set off. Tenant will pay the Base Rent on a net lease basis, such that Tenant will pay all operating and insurance costs and real property taxes as attributable or allocable to the Premises through Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance and the costs of utilities. If any installment of Base Rent is not received by Landlord within five (5) calendar days after the date it is due, Tenant will pay the Late Fee. In addition, if any Base Rent or other sum due from Tenant to Landlord is not received by Landlord

within ten (10) calendar days after the date the same is due, interest will accrue on the unpaid amount from the date it is due through the date of actual payment at the rate of twelve percent (12.0%) per annum.

5.2 As contemplated in the Purchase Agreement, all Base Rent payments made by Tenant under this Lease will be applied to the total purchase price of the Premises should Tenant elect to purchase the Premises pursuant to the Purchase Agreement. If, however, Tenant elects not to purchase the Premises, or if this Agreement terminates and Tenant has not purchased the Premises by such time, then Landlord will retain all Base Rent payments.

6. RESERVED.

7. PERMITTED USE.

7.1 Tenant may use the Premises for the Permitted Use and for no other use whatsoever. Landlord makes no representation or warranty as to the suitability of the Premises for Tenant's intended use. Tenant will comply with all present and future Laws relating to Tenant's use or occupancy of the Premises, including obtaining and maintaining, at its sole cost and expense, any and all licenses, permits, and approvals necessary or appropriate for its use, occupation and operation of the Premises for the Permitted Use, and will make any repairs, alterations or improvements to the Building and Premises as required to comply with all such Laws to the extent that such Laws relate to or are triggered by: (a) Tenant's particular use of the Premises, or (b) any Alterations. Tenant will not do, bring, keep or sell anything in or about the Premises that is prohibited by, or that will cause a cancellation of or an increase in the existing premium for, any insurance policy covering the Building or any part thereof. Tenant will not permit the Premises to be occupied or used in any manner that will constitute waste or a nuisance, or disturb the quiet enjoyment of or otherwise unreasonably disturb other tenants in the Building or other occupants within the Property.

7.2 Tenant will not do or allow any of the following acts to be done or conditions to exist upon the Premises: (a) any public or private nuisance; (b) the sale or promotion, distribution or use of alcoholic beverages, marijuana, tobacco products, or illicit drugs; (c) the sale, rental, display, or distribution of any sexually explicit or morally inappropriate (as determined by Landlord in its sole discretion) or pornographic, lewd, obscene, or adult-oriented material or sexual acts; (d) gambling; (e) any smoking (including, without limitation, cigarettes, cigars, pipes, or e-cigarettes) within the Building or on the Property; (f) any use or occupancy by a federal governmental entity or federal governmental contractor, subcontractor, recipient, or subrecipient; and/or (g) the occupancy of any business or entity that is publicly directly associated with any of the following: (i) reproductive/abortion rights and counseling, such as planned parenthood; (ii) the production and sale/distribution of alcoholic beverages (including in powder form), including, without limitation, brewing companies, distillers, bottlers, wineries, and powdered alcohol manufacturers; (iii) the production, sale or distribution of marijuana; (iv) the production or manufacturing of tobacco products or e-cigarettes; (v) the production, publication, or distribution of sexually explicit or exploitive, pornographic, or adult-oriented material, including, without limitation, movies, videos, DVDs, magazines, photographs, video games, books, or internet sites, and the technological evolution of the same; and (vi) gambling or adult-gaming, such as casinos and on-line gambling.

7.3 As a material condition of this Lease, Tenant represents and warrants that: (1) it is not a federal governmental entity or instrumentality, nor that the Premises will be used to support a federal government contract or subcontract whereby the Tenant would be considered a federal government contractor or subcontractor in the context of this Lease, (2) this Lease is not, and will not be, or considered to be, a federal governmental contract, subcontract or third party contract, and (3) by entering into this Lease Landlord does not become a subrecipient, a subgrantee, a project participant, or a third party contractor or subcontractor. In the event, (a) this Lease is considered or alleged to be a federal government contract, subcontract or third party contract, or (b) Landlord is considered or alleged to be a subrecipient, a subgrantee, a project participant, a third party contractor, or a federal government contractor or subcontractor under federal contracting law, or (c) if due to this Lease Landlord, the Premises or the Building become or is alleged to become subject to any federal laws, statutes, rules or regulations to which the Premises or the Building are not currently subject, including, without limitation, any civil rights statutes, such as Title VI and VII of the Civil Rights Act, Executive Order 11246, as amended, 29 U.S.C. Section 793, et seq., 38. U.S.C. Section 4212, et. seq., 41 U.S.C. Section 601, et. seq., or the regulations promulgated in 41 C.F.R. 60-1 or 41 C.F.R. 60-2, and/or any other laws, rules, or regulations that would impose any obligation on Landlord to comply with any affirmative action, equal opportunity, or similar program required of federal or state government contractors and subcontractors arising from this Lease, the relationship with Tenant or Tenant's use of the Premises, Tenant will be in default of this Lease and

this Lease will, at the option of Landlord, terminate. Notwithstanding the above, Landlord, in its sole and absolute discretion, will have the right to waive such default and/or the termination of the Lease. Nothing herein will prevent Landlord from pursuing any other rights or remedies that it may pursue in the event of a default of this Lease.

8. COMPLIANCE WITH LAWS. Tenant will conduct business in the Premises only in compliance with the Permitted Use. Tenant will comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act, building codes, and safety and fire codes, regarding the operation of Tenant's business and the use and occupancy of the Premises. Tenant will promptly provide Landlord with copies of any notices it receives regarding any alleged violation of law.

9. MAINTENANCE AND REPAIR. Landlord and Tenant will perform their respective operations, maintenance, repair and replacement obligations with respect to the Property, Building, and Premises as set forth in **Exhibit B**. Tenant will perform its operations, maintenance, repair and replacement obligations in a good and workmanlike manner and in a first-class condition. All landscape maintenance shall be done in accordance with Landlord's current Scope of Work, standards, and policies, copies of which have been shared with Tenant. Tenant will pay the cost of repairs for damage occasioned by Tenant's use of the Premises or the Property or any act or omission of Tenant or Tenant Parties or its guests and invitees, and such costs to be billed to Tenant. The costs incurred by Landlord to maintain and repair the Building as set forth in the Lease will be included as part of the Operating Expenses. As a material part of the consideration for this Lease, Tenant hereby waives any benefits of any applicable existing or future Law that allows a tenant to make repairs at its landlord's expense. If Landlord conducts, or pays for the cost of, any repairs for damage occasioned by Tenant's use of the Premises or the Property or any act or omission of Tenant or Tenant Parties, Landlord will have the right to charge an additional five percent (5%) to the costs and expenses incurred by Landlord to cover Landlord's administrative costs and expenses.

9.2 Notwithstanding the provisions of this Lease, if Landlord, in its sole opinion, determines that repairs that are Tenant's responsibility under this Lease are immediately necessary to avoid possible injury, harm, loss, or damage to persons or property, Landlord may but will not be obligated to, make repairs to such items at Tenant's expense. Within ten (10) days after Landlord renders a statement for the costs of the repairs, Tenant will reimburse Landlord.

10. UTILITIES. Landlord will make available to the Premises reasonable amounts of electricity, water, heat and air-conditioning, and sewer and water service to any restrooms and/or break rooms in the Premises. The parties agree that should there occur an interruption, diminishment or termination of any utility service(s) due to causes beyond the reasonable control of Landlord, and Tenant cannot operate within the Premises for the Permitted Use, Tenant's sole and exclusive remedy will be an abatement of Base Rent proportionate to the degree of such interference, commencing as of the third (3rd) consecutive business day of such Service Failure and ceasing upon the earlier of the date the Service Failure ceases or Tenant recommences operations within the Premises.

11. RESERVED.

12. LIENS. Tenant will keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Tenant, and Tenant will indemnify, hold harmless and defend Landlord from any liens that may be placed on the Premises and/or the Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Tenant. Any such liens must be released of record within thirty (30) days. If any such lien attaches to the Premises or the Property, and Tenant does not cause the same to be released, Tenant will reimburse Landlord for all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same including interest at the rate of eighteen percent (18.0%) per annum within ten (10) days after written notice from Landlord to Tenant setting forth the amount of such costs and expenses

13. INSURANCE.

13.1 Tenant's Insurance.

(a) Tenant will maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence basis with limits of not less than Two Million Dollars ($2,000,000.00)

each occurrence; Four Million Dollars ($4,000,000.00) annual general aggregate. Tenant's liability insurance policy or policies will: (1) include premises and operations liability coverage; (2) provide that the insurance company has the duty to defend all insureds under the policy (separation of insured language will not be modified); (3) provide that defense costs are paid in addition to and do not deplete any of the policy limits; and (4) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises or the Property. Landlord and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, will be listed as additional insureds. All endorsements creating such additional insured status will be acceptable to Landlord and at least as broad as additional insured endorsement form number CG 20 11 01 96.

(b) Tenant will at all times maintain in effect with respect to any Alterations and Tenant's goods, inventory and personal property, commercial property insurance (cause of loss – special form) (formerly "all-risk") providing coverage for one-hundred percent (100%) of the full replacement cost of the covered property. During the Term, the proceeds from any such policies of insurance will be used for the repair or replacement of the Alterations and Tenant's goods, inventory and personal property so insured. Landlord will have no obligation to carry insurance on any Alterations or Tenant's goods, inventory and personal property.

(d) Beginning on the date Tenant is given access to the Premises for any purpose, which could be prior to the Commencement Date, and continuing until expiration of the Term, as it may be extended, Tenant will procure, pay for and maintain in effect Workers' Compensation Insurance for all of its employees who work at or visit the Premises and Employers Liability Insurance in accordance with applicable Laws.

(e) Beginning on the Commencement Date and continuing throughout the Term, Tenant will maintain a policy of business income and extra expense insurance (providing rental coverage) policy providing equivalent coverage covering at least a twelve (12) month period.

(f) Each policy of insurance required under this **Section 13** will: (1) be in a form, and written by an insurer, acceptable to Landlord, (2) be maintained at Tenant's sole cost and expense, and (3) except for workers' compensation insurance, be endorsed as primary and non-contributing with the policies of Landlord being excess, and secondary; and (4) be issued by insurance companies that have rating classifications of "A" or better and financial size category ratings of "VIII" or better according to the latest edition of the A.M. Best Key Rating Guide. All insurance companies issuing such policies will be licensed to do business in the state where the Property is located. Tenant will provide to Landlord, upon request, evidence that the insurance required to be carried by Tenant pursuant to this **Section 13**, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid.

(g) Prior to occupancy of the Premises by Tenant, and not less than thirty (30) days prior to expiration of any policy thereafter, Tenant will furnish to Landlord a certificate of insurance in the form of: (a) ACORD™ Form 25 (2010/05) (or its replacement) *Certificates of Liability Insurance* for liability coverages accompanied by the endorsement form CG 20 11 01 96 showing the required additional insureds satisfactory to Landlord in substance and form, and (b) ACORD™ Form 28 (or its replacement) *Evidence of Property Insurance* for property coverages. Tenant will provide Landlord with thirty (30) days' prior written notice of the modification, non-renewal or cancellation of Tenant's insurance policies.

13.2 Insurance Coverage During Construction. During the period of any construction on, in or about Premises by, through or under Tenant, Tenant will obtain, or require its contractor(s) to obtain, and thereafter maintain so long as such construction activity is occurring, at least the following minimum insurance coverage, in addition to those coverages set forth in **Section 13.1**:

(a) Independent Contractor's Liability with the same coverage as in (1) above.

(b) Products/Completed Operations Coverage which will be kept in effect for two (2) years after completion of work.

(c) "XCU" Hazard coverage, if applicable.

14. WAIVER OF SUBROGATION. To the fullest extent permitted by Law, Landlord and Tenant hereby waive and will cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's FF&E, leasehold improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance will be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

15. ALTERATIONS, IMPROVEMENTS AND REPAIRS. Tenant will not make Alterations without first obtaining the written consent of Landlord in each instance, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's consent will not be required for any Cosmetic Alterations. Prior to commencing Alterations that require Landlord's consent, Tenant will furnish Landlord with plans and specifications, names of its contractors, and evidence of contractor's and subcontractor's insurance. Alterations will be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord. Tenant will reimburse Landlord for any reasonable out-of-pocket sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations, at a cost not to exceed $500.00. Any and all Alterations and repairs made by Tenant will become property of Landlord upon expiration or earlier termination of this Lease, unless otherwise agreed to between the parties. Upon Tenant's removal of any Alteration or improvement, Tenant will repair any damage to the Premises caused by such removal, ordinary wear and tear excepted.

16. ENTRY BY LANDLORD. Upon reasonable oral or written notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises at all reasonable times to determine whether the Premises are in good condition, to determine whether Tenant is complying with its obligations under this Lease, to perform any maintenance, repair or structural enhancement of the Premises or the Building that Landlord has the right or obligation to perform, to install or repair improvements for other tenants where access to the Premises is required for such installation or repair, to serve, post or keep posted any notices required or allowed under the provisions of this Lease, to show the Premises to prospective brokers, agents, buyers, transferees, mortgagees or tenants, or to do any other act or thing necessary for the safety or preservation of the Premises or the Building. Entry by Landlord will not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

17. NO ASSIGNMENT OR SUBLETTING.

17.1 Tenant will not Transfer this Lease nor any part of the Premises, without the prior written consent of Landlord, which will not be unreasonably withheld. If Tenant is a business entity, any direct or indirect transfer of fifty percent (50%) or more of the ownership interest of the entity (whether in a single transaction or in the aggregate through more than one transaction) will be deemed a Transfer. Notwithstanding any provision in this Lease to the contrary, Tenant will not mortgage, pledge, hypothecate, grant a collateral assignment of or security interest in, or otherwise encumber all or any portion of Tenant's interest under this Lease. If a Transfer is not effectuated into within one hundred twenty (120) days after Landlord consents to such Transfer, Landlord's consent will expire and Tenant will need to re-obtain Landlord's consent to the Transfer.

17.2 No consent by Landlord to any Transfer will relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment, subletting or other Transfer. Each Transferee will be jointly and severally liable with Tenant (and Tenant will be jointly and severally liable with each Transferee) for the payment of Rent (or, in the case of a sublease, rent in the amount set forth in the sublease) and for the performance of all other terms and provisions of this Lease. The consent by Landlord to any Transfer will not relieve Tenant or any such Transferee from the obligation to obtain Landlord's prior written consent to any subsequent Transfer by Tenant or any Transferee. The acceptance of Rent by Landlord from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer.

17.3 Concurrently with submitting each request for Landlord's consent to any Transfer, Tenant will pay Landlord an administrative review fee of Five Hundred Dollars ($500.00). In addition to the administrative review fee, Tenant will pay to Landlord on demand all costs and expenses (including reasonable consultant's fees and Legal Costs) incurred by Landlord in connection with reviewing or consenting to any proposed Transfer. The administrative review fee and other costs are payable in connection with any request for consent to, or any waiver of Landlord's rights in connection with, any security interest in any of Tenant's FF&E at the Premises.

17.4 Tenant hereby absolutely and irrevocably assigns to Landlord all rights to receive rent and other consideration from any sublease and agrees that Landlord, as assignee or as an attorney-in-fact for Tenant for purposes hereof, or a receiver for Tenant appointed on Landlord's application may (but will not be obligated to) collect such rents and other consideration and apply the same toward Tenant's obligations to Landlord under this Lease; provided, however, that Landlord grants to Tenant at all times prior to occurrence of any breach or default by Tenant a revocable license to collect such rents (which license will automatically and without notice be and be deemed to have been revoked and terminated immediately upon any event of default).

18. DAMAGE OR DESTRUCTION.

18.1 In the event the Premises are damaged or destroyed by fire or other casualty (i) to the extent that the cost of repairing or replacing same will exceed fifty percent (50%) of the then replacement value thereof, or (ii) during the last two (2) years of the then current Term and to the extent that the cost of repairing or replacing same will exceed twenty percent (20%) of the then replacement value thereof, or (iii) at any point it is determined that restoration of the Premises will take more than one hundred eighty (180) days from the date of such casualty; then, in any such event, Landlord may, within thirty (30) days after each such determination, terminate this Lease upon written notice to the other party, in which event (a) Tenant will be unconditionally obligated to transfer or assign to Landlord all insurance proceeds, if any, arising from such casualty event that relate exclusively to capital improvements and fixtures, and (b) this Lease will be deemed terminated and neither party will have any further obligations hereunder except those that expressly survive termination of this Lease hereunder.

18.2 Unless Landlord terminates this Lease as permitted herein after a casualty event, (i) Landlord will complete the Landlord Restoration Work, (ii) Tenant will be responsible for the replacement of Tenant's FF&E and Alterations, and (iii) Tenant will be responsible for the Tenant Restoration Work. The insurance proceeds received by Landlord on the Building and received by Tenant on any of the leasehold improvements for the Premises (but excluding insurance proceeds for Tenant's FF&E) will be held in trust by each respective party for the purpose of completing the Landlord Restoration Work and the Tenant Restoration Work. For the avoidance of doubt, Tenant will be solely responsible for the cost to replace or repair Tenant's FF&E and Alterations installed by Tenant (including any Alterations installed as part of Tenant's Work). The net available insurance proceeds received by Landlord (less any amount retained by Landlord's lender) and Tenant will then be proportionally allocated by Landlord and Tenant in good faith between the Landlord Restoration Work and the Tenant Restoration Work based on estimated expenses. If Landlord does not have sufficient insurance proceeds available to complete the Landlord Restoration Work, then Landlord can elect to terminate this Lease by written notice to Tenant within thirty (30) days after Landlord's determination that such insurance proceeds are insufficient.

18.3 In the event this Lease is terminated pursuant to this **Section 18**, Base Rent and Additional Rent will be prorated from the date of such casualty event through the date of termination. In the event this Lease is not terminated, then the Base Rent and Additional Rent will be equitably abated based on the rentable square footage of the Premises which is unusable, from the date of the casualty event until such time as the Landlord Restoration Work is Substantially Complete.

19. CONDEMNATION.

19.1. If the Premises, or any portion thereof, is taken by condemnation, this Lease will terminate as to that portion of the Premises that is taken as of the earlier of (i) the date that title to the Premises taken is vested in the condemning authority or (ii) the Date of Condemnation. If the portion of the Premises remaining after the condemnation is unsuitable for Tenant's continued use as reasonably determined by the parties, then Tenant may terminate this Lease upon thirty (30) days' written notice to Landlord after the Date of Condemnation. If the entire Premises is not taken and the Lease is not terminated by Tenant as provided herein, this Lease will remain in effect and Landlord will diligently proceed to repair and restore the Premises to an architecturally complete office space; provided, however, that Landlord's obligations to so repair and restore will be limited to the amount of any award received by Landlord and not required to be paid to any mortgagee. Landlord will not be obligated to repair or replace any Alterations, improvements, trade fixtures or Tenant's goods, inventory and personal property, which will be Tenant's responsibility. From and after the Date of Condemnation, Tenant will not be obligated to pay any Base Rent or Additional Rent applicable to such portion of the Premises taken based upon the percentage of rentable square feet

in the Premises so taken from and after the Date of Condemnation; provided that Tenant will continue to pay Base Rent or Additional Rent without any abatement for any portion of the Premises that is not taken.

19.2 The entire award or compensation in any such condemnation proceeding, whether for a total or partial taking or for diminution in the value of the fee, will belong to and be the property of Landlord; provided, however, Tenant may pursue an award from the condemning authority for such compensation as may be separately awarded by the condemning authority to Tenant and Tenant's right to receive compensation or damages from the condemning authority for its fixtures and personal property will not be affected by any award or compensation paid to Landlord, so long as Landlord's award is not diminished.

20. SURRENDER AT END OF TERM; HOLDING OVER. On the last day of the Term (or Renewal Term if applicable) or upon the earlier termination of this Lease or Tenant's right of possession, Tenant will remove Tenant's FF&E from the Premises and quit and surrender the Premises to Landlord, broom clean, and in as good order, condition and repair as at the time Tenant took possession thereof, ordinary wear and tear excepted. If Tenant fails to remove any of Tenant's FF&E at the time of termination of this Lease or Tenant's right to possession is terminated, Landlord, at Tenant's sole cost and expense, will be entitled (but not obligated) to remove and store such property. Tenant will pay Landlord, upon demand, the expenses and storage charges incurred by Landlord as a result thereof. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, and Tenant remains in the Premises, Tenant's occupancy will be subject to all of the terms and provisions of this Lease, and Tenant will pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the sum of the Base Rent and any Additional Rent due for the period immediately preceding the holdover, unless Tenant and Landlord enter a written agreement with respect to such holdover term.

21. TENANT DEFAULT AND LANDLORD REMEDIES.

21.1 Tenant will be in default if: (a) Tenant fails to pay any monetary obligation within five (5) days after the date payment was due; (b) Tenant fails to perform any other obligation required of Tenant under this Lease within thirty (30) days after written notice from Landlord thereof, except that if curing such failure will reasonably require more than thirty (30) days, Tenant will have a reasonable time to perform such cure (not to exceed ninety (90) days) so long as Tenant commences its cure within thirty (30) days after the written notice and thereafter diligently pursues the cure to completion; (c) proceedings in bankruptcy are instituted by Tenant as debtor, or proceedings in bankruptcy are instituted against Tenant and such proceedings are not dismissed within sixty (60) days of the filing thereof; or (d) Tenant becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due, or forfeits or loses its right to conduct business.

21.2 Upon default, Tenant's right to possession will cease and Landlord will have the option to pursue all remedies available at law or in equity, including any one or more of the following remedies without any notice (except as expressly stated in the immediately preceding paragraph):

(a) Terminate Tenant's possession of the Premises by any lawful means, with or without terminating this Lease. Any termination will not affect Landlord's right to damages as described herein or as allowed by Law. Tenant will immediately surrender possession of the Premises to Landlord. In such event, Landlord will be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, without limitation, (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and any other charges which had been earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant affirmatively proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent and other charges which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant affirmatively proves Landlord could have reasonably avoided; (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, and the Costs of Reletting; and (v) all other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable Law. As used in subparts (i) and (ii) above, the "worth at the time of the award" will be computed by allowing interest on unpaid amounts at the rate of ten percent

(10%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

(b) Upon termination of Tenant's right to possession of the Premises, in compliance with applicable Law, remove Tenant, Tenant's FF&E and any parties occupying the Premises. Landlord may (but will not be obligated to) relet all or any part of the Premises, without notice to Tenant, for such period and on such terms and conditions (which may include concessions, free rent and improvement allowances) as Landlord in its absolute discretion will determine. Landlord may collect and receive all rents and other income from the reletting. Tenant will pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. The re-entry or taking of possession of the Premises will not be construed as an election by Landlord to terminate this Lease. If the Premises or any part thereof is re-rented together with other space, only that rent attributable to the Premises or part so rented will be applied toward Tenant's Rent obligation under this Lease.

(c) Maintain Tenant's right to possession, in which case this Lease will continue in effect (whether or not Tenant will have abandoned the Premises), and Landlord will be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due. If Landlord desires to re-enter the Premises, Landlord will notify Tenant and Tenant will peacefully vacate the Premises and remove Tenant's fixtures, furnishings, equipment, and personal property from the Premises within ten (10) days after Landlord's notice and grant Landlord the right to enter and possess the Premises. Landlord's re-entry into the Premises will not be deemed a surrender of the Premises by Tenant, an acceptance of the Premises by Landlord, a termination of the Lease, nor constructive eviction of Tenant. If Tenant fails to peacefully vacate the Premises after receipt of Landlord's notice exercising its rights under this paragraph, Landlord may obtain an order of restitution pursuant to applicable Laws. In such an event, Tenant hereby unconditionally stipulates to the order of restitution and waives any and all defenses and claims to the contrary and agrees that Landlord may obtain the order of restitution through summary proceedings.

(d) Pursue any other remedy now or hereafter available to Landlord under the Laws or judicial decisions of the state in which the Premises is located. The rights specifically described in this Section will not limit Landlord's right to correct by injunctive relief or recover damages for any and all detriment proximately caused by Tenant's default under this Lease or which would be likely to result from such default in the ordinary course.

In addition to the foregoing, if Tenant is in default of any of its non-monetary obligations under the Lease after the notice and cure periods required hereunder, Landlord will have the right to perform such obligations. Tenant will reimburse Landlord for the reasonable out-of-pocket cost of such performance upon demand, together with an administrative charge equal to 15% of the cost of the work performed by Landlord. The repossession or re-entering of all or any part of the Premises will not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord will be exclusive of any other right or remedy. Each right and remedy will be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at law or in equity.

The subsequent acceptance of Rent hereunder by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No waiver by Landlord of any breach hereof will be effective unless such waiver is in writing and signed by Landlord.

22. LANDLORD DEFAULT AND TENANT REMEDIES. If Landlord fails to perform any of its obligations under the Lease, Tenant may give written notice to Landlord. Landlord will be in default of this Lease if Landlord receives written notice of any failure to perform and Landlord fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord will not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursues such non-performance to completion. In the event of a default by Landlord, Tenant, at its option, without further notice or demand and as its sole and exclusive remedies, may: (i) pursue the remedy of specific performance or injunction; or (ii) seek declaratory relief; or (iii) pursue an action for actual and direct damages for loss. Notwithstanding anything herein to the contrary, Landlord will not be subject to consequential, indirect, expectation, punitive, or special damages, such as damages resulting from loss of business or revenue. Nothing herein

contained will relieve Landlord from its obligations hereunder, nor will this Section be construed to obligate Tenant to perform Landlord's repair obligations.

23. ATTORNEY FEES AND OTHER COSTS; JURY WAIVER. In the event of a default by either party under this Lease, the defaulting party agrees to pay all costs and expenses incurred by the non-defaulting party as a result of the default or to enforce its remedies for default hereunder, including, without limitation, court costs, expert witness fees, and reasonable attorneys' fees. LANDLORD AND TENANT HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ALLEGING A BREACH OF THIS LEASE OR SEEKING AN INTERPRETATION HEREOF OR ANY RELIEF HEREUNDER.

24. ESTOPPEL CERTIFICATES. Within twenty (20) days after receipt of a written request from Landlord, Tenant will execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested (including a mortgagee or prospective purchaser). Such estoppel certificate will include a certification as to the status of this Lease, the existence of any defaults, the amount of Rent that is due and payable, and such other information as Landlord may reasonably request.

25. INDEMNIFICATION; RELEASE.

25.1 Landlord and Landlord Parties will not be liable to Tenant or Tenant Parties for (a) any loss, harm, or damage to any property (including Tenant's FF&E) in or about the Premises or the Building from any cause whatsoever, (including, without limitation: defects in the Building or in any equipment in the Building; fire, explosion or other casualty; bursting, rupture, leakage or overflow of any plumbing or other pipes or lines, sprinklers, tanks, drains, drinking fountains or wash stands in, above, or about the Premises or the Building; or acts of other tenants in the Building), or (b) any loss, theft, release or disclosure of any data or information (in physical or electronic form) from the Premises or Tenant's business operations within the Building or on the Property. In addition, Landlord and the Landlord Parties will not be liable to Tenant or Tenant Parties for any bodily injury in or about the Premises or the Building from any cause (including the acts of other tenants or their agents, servants, contractors, employees, guests or invitees). Tenant hereby releases and waives all Claims against Landlord and Landlord Parties for any such loss, harm, damage, injury, theft, release, and/or disclosure and the cost and expense of defending against such Claims, provided that Tenant does not release Landlord from any Claims for loss, harm or damage to any property (including Tenant's FF&E) arising from the gross negligence or intentional misconduct of Landlord or Landlord's employees acting within the scope of their employment or for bodily injury arising from the sole negligence or intentional misconduct of Landlord or Landlord's employees acting within the scope of their employment. In no event, however, will Landlord or the Landlord Parties be liable to Tenant or Tenant's Representatives for any punitive, special, exemplary, indirect, or consequential damages or damages for loss of business by Tenant.

25.2 Tenant will indemnify, defend and hold Landlord and Landlord Parties harmless for, from and against Claims arising from (a) the acts or omissions of Tenant or Tenant Parties or its guests and invitees in or about the Property or the Building, or (b) Tenant's use or occupancy of and operations upon the Property, Building, and Premises, or (c) any construction or other work undertaken by Tenant on the Premises (including any design and construction defects), or (d) any breach or default under this Lease by, through, or under Tenant, or (e) any accident, injury, harm, loss, or damage to any person or property, occurring in or about the Premises during the Term regardless of the cause, including, but not limited to, any environmental injury, harm and/or contamination; except that Tenant does not indemnify Landlord from any Claims for bodily injury solely arising from the direct negligent acts of Landlord or Landlord's employees acting within the scope of their employment. Subject to Tenant's indemnification obligations above, Landlord will indemnify, defend and hold Tenant harmless from and against Claims solely arising from the direct negligent acts or omissions of Landlord resulting in any harm or injury to persons in or about the Property; except that Landlord does not indemnify Tenant from any Claims for bodily injury arising in any degree from the acts or omissions of Tenant, Tenant Parties or its guests and invitees. Tenant's indemnification obligation is independent of Tenant's obligation to maintain insurance, and the minimum limits on Tenant's insurance coverage set forth in this Lease will not limit the Tenant's indemnification obligations under this Lease.

25.3 The obligations of the parties under this **Section 25.3** (a) are independent of, and will not be limited by, each other or any insurance obligations set forth in this Lease or comparative negligence statutes or principles or damages or benefits payable under workers compensation or other employee benefit acts, and (b) will survive the expiration or earlier termination or this Lease until such time as all related Claims against the benefited parties are

fully and finally barred by applicable Laws. All applicable Laws affecting the validity or enforceability of any portion of the waivers, releases and indemnities contained in this **Section 25** are made a part of this **Section 25**, and will operate to amend such obligations to the minimum extent necessary to bring the provisions into conformity with applicable Laws and cause the provisions, as modified, to continue in full force and effect.

26. NOTICES. Any notice or demand required or permitted hereunder will be: (i) given in writing; (ii) delivered by hand delivery, U.S. certified mail, overnight delivery service (e.g., FedEx); and (iii) deemed effectively given on the earliest of: (a) the date delivered, (b) the third business day after deposit of certified mail, postage prepaid, with the United States Postal Service, (c) the next business day after mailing by overnight delivery service, or (d) the date delivery is refused by the intended recipient. No notice hereunder may be effectively given by text message. Each notice is to be addressed to the parties at the addresses set forth in the Term Summary.

27. NO WAIVER. Neither party's failure to enforce or delay in enforcing any obligation of the other party under this Lease will waive or impair that party's right to enforce any obligation that remains unperformed or any subsequently maturing obligation by the non-performing party.

28. INTEGRATION. This Lease and any exhibits and schedules, if any, attached and forming a part of this Lease, set forth all the covenants, promises, agreements, conditions, and understandings, between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding upon Landlord or Tenant unless reduced to writing and signed by both of them.

29. SEVERABILITY. If any provision of this Lease or its application to any person or circumstance is held to be invalid or unenforceable by any tribunal having jurisdiction of the matter, the remainder of this Lease and the application of the provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable will not be affected and the invalid or unenforceable provision will be interpreted, modified and/or applied to the person or circumstance as to most nearly carry out the original intent of the parties and still be enforceable.

30. TIME OF ESSENCE. Time is of the essence in the interpretation and enforcement of this Lease.

31. NO RECORDING. Neither this Lease nor any memorandum thereof will be recorded in any public real estate records.

32. SIGNAGE. Except for installing Tenant's standard and customary signage on the exterior building (in a location mutually agreed upon between the parties), Tenant will not install any signs, advertisements or notices on the windows, doors, walls or other parts of the Building, except those approved in advance and in writing by Landlord.

33. QUIET ENJOYMENT. Landlord covenants that if Tenant timely pays the rent and performs all of the terms of this Lease, Tenant will peaceably and quietly enjoy and possess the Premises throughout the Term (and any Renewal Term(s)), subject only to the conditions set forth in this Lease.

34. GOVERNING LAW; NO PRESUMPTION. The Laws of the state where the Premises are located will govern the validity, performance, and enforcement of this Lease. The terms and provisions of this Lease represent the results of negotiations between Landlord and Tenant, each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease must be interpreted and construed in accordance with their usual and customary meanings, and Landlord and Tenant each waive the application of any rule of law that ambiguous or conflicting terms or provisions contained in this Lease are to be interpreted or construed against the party who prepared the executed Lease or any earlier draft.

35. BROKERS. Landlord and Tenant warrant and represent to each other, which warranty will survive the expiration or termination of this Lease, that in the negotiating or making of this Lease, neither party nor anyone acting on its behalf has dealt with any broker or finder who might be entitled to a fee or commission for this Lease. Landlord and Tenant will indemnify, defend, and hold each other harmless from any claims asserted by any other broker or finder for a fee or commission based upon any dealings with or statements made by the representing party.

36. AUTHORITY. Each individual executing this Lease represents and warrants that: (i) if the individual is executing this Lease for and in behalf of an entity or organization, all requisite corporate and/or legislative approvals have been secured and obtained, and that he/she has been duly authorized to execute this Lease in the capacity and for the entity set forth where he/she signs and to bind the entity or organization; and (ii) if the individual is executing this Lease for and in behalf of himself or herself, the individual has the requisite legal capacity, and has the requisite legal age, to enter into this Lease, and this Lease will be binding on the individual.

37. NO RELATIONSHIP. The parties expressly disclaim and disavow any partnership, joint venture, fiduciary, agency, employment status, or relationship between them and expressly affirm that they have entered into this Lease as part of an "arms-length" transaction. No party will have the right to act as an agent for another party, and each is solely responsible for its respective expenses, liabilities, and obligations.

38. INTERPRETATION. Wherever the context requires in construing of this Lease, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular.

39. COUNTERPARTS. This Lease may be signed in counterparts and transmitted electronically. Each counterpart will be deemed to be an original, but all separate counterparts will together constitute one and the same instrument. Electronic signatures and copies of signatures will be deemed originals.

40. INDEPENDENT COVENANTS/CONTROLLING NATURE OF LEASE. The parties agree that the terms and conditions of the Lease define and control their relationship and obligations regarding the Premises, the Building, and the Property. This Lease will be construed as though the covenants of Tenant are independent and Tenant hereby expressly waives the benefit of any Laws to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant will not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord (unless that right is expressly set forth herein). Notwithstanding the foregoing, Tenant may notify Landlord of any default and if such default is not cured within the prescribed cure period, Tenant may thereafter commence a separate action against Landlord for a violation of Landlord's obligations hereunder. In addition, Tenant hereby waives any benefits of any applicable existing or future Laws that may permit the termination of this Lease due to any Service Failure or other interruption or failure of any utility or other service, or due to any damage or destruction to or partial taking of the Premises or the Building under any circumstances.

[*Signatures on following page*]

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

LANDLORD:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole

By: _____

Name: _____

Its: Authorized Agent

TENANT:

WEST VALLEY CITY CORPORATION,
a Utah municipality

By: _____

Name: Karen Lang

Its: Mayor

ATTEST:

_____
City Recorder

Approved as to form 10/1/2025
Brandon Hill

SCHEDULE 1
DEFINITIONS

1.1. **Affiliate** – Any corporation, person or other entity that, directly or indirectly controls, is controlled by, or is under common control with Tenant or Landlord, as the case may be, or to any corporation or other entity resulting from a merger or consolidation with Tenant or Landlord, as the case may be. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

1.2. **Alterations** – Any additions, alterations, improvements, modifications, or changes to the Premises (including installation of any security system or telephone or data communication writing), other than Tenant's Work and Landlord's Work, as applicable.

1.3. **Claims** (individually, a "**Claim**") – All foreseeable and unforeseeable claims, actions, causes of action (whether in tort, contract, or under a theory of strict liability, or whether in law, equity, statutory or otherwise), litigation, demands, liabilities, damages, losses, injuries, disbursements, costs, charges, judgments, penalties, fines, losses, or expenses, including, without limitation, attorneys' fees.

1.4. **Cosmetic Alterations –** Alterations that (a) are of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) are not visible from the exterior of the Premises or Building; (c) will not affect the structure or components of the Building; and (d) do not require work to be performed inside the walls or above the ceiling of the Premises.

1.5. **Costs of Reletting** – All reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

1.6. **Date of Condemnation** – The date the condemning authority has the right to possession of the property being condemned.

1.7. **Environmental Laws** – All federal, state, local, or municipal environmental law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (ii) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (iii) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (iv) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (v) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (vi) state or local environmental laws, and (vii) any regulations related to any of the foregoing.

1.8. **Force Majeure Events** – Any event outside of the reasonable control of Landlord, including, but not limited to, any act of nature, act of God, governmental or police action or failure to act, labor dispute, strikes, lockouts, acts of war, acts of terrorism, civil unrest or commission, inability to obtain services, labor, or materials or reasonable substitutes therefor, unavailability of utility service, mechanical breakdown, closure of any public streets or sidewalks or any building, structure or improvement not owned by Landlord, and/or any fire or other casualty, or any contagious or infectious disease outbreaks or other public health emergencies, such as, but not limited to, epidemics, pandemics or impositions of quarantine restrictions by any governmental authority in the geographic area where the Premises is located or that imposes a significant risk of harm, injury, or illness to employees, contractors, servants, customers, or guests visiting the Premises or the Building, provided that Force Majeure Events will not include failure to pay any amount, such as Rent under this Lease, financial inability, or bankruptcy.

1.9. **Governmental Authorities** – Any governmental entity, agency or authority with jurisdiction over any portion of the Property, or any aspect of the entitlements, development, or construction thereof (including, without limitation, all applicable agencies and divisions of any local municipality.

1.10. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, all asbestos or petroleum-based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or

regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.11. **Landlord Parties** – Means Landlord, its property manager, if applicable, and any mortgagee, and any Affiliates of the foregoing, and all of their respective officers, directors, managers, members, shareholders, partners, employees, agents, servants, and contractors.

1.12. **Landlord Restoration Work** – After a casualty event, Landlord's repair and restoration work for the Building as may be required to return the Premises to its condition prior to the Commencement Date.

1.13. **Late Fee** – Ten percent (10.0%) of the delinquent amount.

1.14. **Laws** – Any law, regulation, rule, order, statute or ordinance of any governmental or private entity in effect at any time during the Term and applicable to the Property and Tenant's use thereof, including, but not limited to, building, fire and safety codes and regulations, conditional use permits, certificates of occupancy, Environmental Laws and the Americans with Disabilities Act.

1.15. **Lease** – This Lease Agreement, including the Term Summary and all exhibits and schedules attached hereto.

1.16. **Rent** – Base Rent and Additional Rent.

1.17. **RSF** – Rentable Square Feet; the total number of square feet of both the Building and the Premises, including an allocation of common area.

1.18. **Service Failure** – An interruption in, a disruption of, or failure or inability to provide any services or utilities to the Premises or Building for any reason.

1.19. **Tenant's FF&E** – Tenant's trade fixtures, furnishings, equipment and stock in trade.

1.20. **Tenant Parties** – Tenant, its partners, shareholders, members, managers, officers, directors, employees, agents, servants, contractors, assigns, representatives, licensees, and permitted subtenants

1.21. **Tenant Restoration Work** – After a casualty event, Tenant's repair and restoration for Tenant's Work and any Alterations made by Tenant.

1.22. **Transfer** – An assignment, collateral assignment, mortgage, pledge, hypothecation or Encumbrance of this Lease or any interest therein, or subletting or granting a license, concession or any other interest in the Premises, or permitting the use or occupancy of the Premises or any part thereof by or for the benefit of anyone other than Tenant, or in any other manner transferring all or any part of Tenant's rights or interests under this Lease. If Tenant is a business entity, any direct or indirect transfer of fifty percent (50%) or more in the aggregate of the ownership interest of the Tenant entity or of the ownership interest of the manager, member, or shareholder or other entity controlling the Tenant entity (whether in a single transaction or in the aggregate through more than one transaction) will be deemed a Transfer; provided that transfers of publicly traded ownership interest in the Tenant entity or a transfer resulting from the death of a person will not be deemed a Transfer.

1.23. **Transferee** – An assignee, mortgagee, subtenant, licensee, concessionaire, user or other transferee.

Exhibit A

(Floor Plan of the Premises)

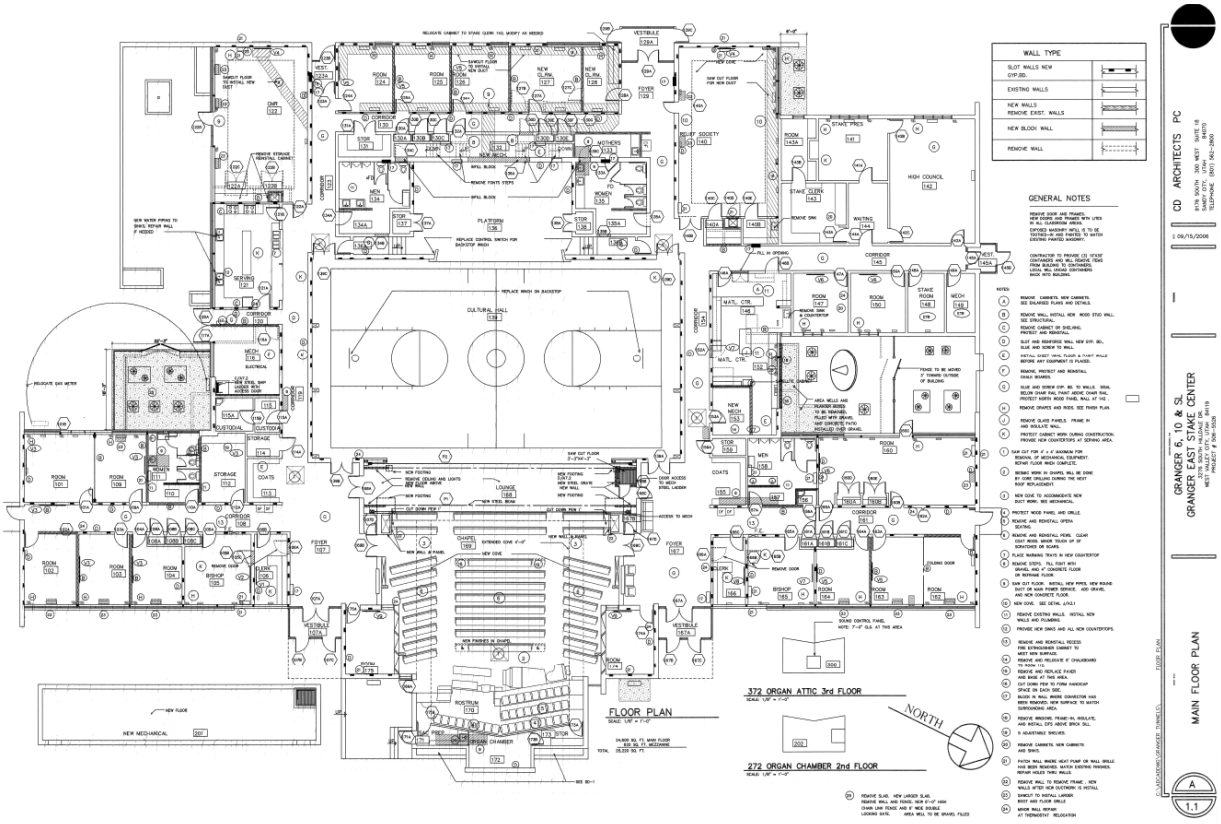


Exhibit B

(Allocation of Maintenance and Repair Obligations)

The allocation of Landlord's and Tenant's obligations, and the party responsible for the costs relating to the same, are as shown below.

Item	Landlord's Obligation	Tenant's Obligation	Recoverable by Landlord	Not Recoverable by Landlord
Building Foundation		X		
Building Structural Elements		X		
Exterior Walls (including painting)		X		
Roof		X		
Roof Membrane		X		
Rain Gutters		X		
Pylon/Monument Sign		X		
Pylon Sign Face		X		
Sidewalks		X		
Drive Aisles/Asphalt		X		
Parking Area/Asphalt		X		
Striping		X		
Parking Area Sweeping		X		
Common Area Signage		X		
Landscaping		X		
Building adjacent walkways		X		
Utility systems (from the meter to and within the Premises)		X		
Utility systems (to the meter and outside of the Premises)		X		
Utility systems (not separately metered)		X		
Utility Charges – Common Area and Building		X		
Utility Charges – Premises (separately metered)		X		
Common Areas Light Fixtures		X		
Maintenance of Building Lighting (including exterior building lighting)		X		
Replacement of Building Lighting (including exterior building lighting)		X		
HVAC (less than $2,000.00)		X		
HVAC (more than $2,000.00)		X		
Interior of Premises		X		
Windows/Plate Glass		X		
Interior Doors		X		
Exterior Doors		X		
Trash Enclosure		X		

Trash Dumpster & Disposal		X		
Snow Removal		X		
Tenant's Signage		X		
Property Signage		X		
Security – Common Areas		X		
Real Property Taxes		X		
Landlord's Insurance		X		
Tenant's Insurance		X		

1. DEFINITIONS. The following capitalized terms will have the ascribed meanings:

1.1 **Additional Rent** – Any charge, fee or expense payable by Tenant to Landlord under this Lease, including, without limitation, Tenant's Proportionate Share of (a) Operating Expenses, (b) Taxes, and (c) Landlord's Insurance, for any calendar year falling in whole or in part during the Term.

1.2 **Landlord's Insurance** – Landlord may manage a program of alternative risk transfer related to risk of harm, loss or damage to the Building and the Property, and the repair, restoration, and reconstruction thereof, to the extent and degree that Landlord deems necessary in Landlord's reasonable judgment. Landlord's risk management program may include elements of traditional insurance, self-insurance, large deductibles, or risk assumption. The cost of Landlord's risk management program will be deemed to be the cost of obtaining and managing an insurance policy covering the risk managed or assumed by Landlord, which cost will be determined by an estimate or quote from a reputable insurance company regarding such insurance coverage. The cost of Landlord's risk management program, as determined above, will be deemed the cost of insurance for expense reimbursement purposes and Landlord may, in its discretion, include such costs as part of Expenses. Landlord will not be required to carry insurance of any kind on Alterations and/or Tenant's personal property, and will not be obligated to repair any damage thereto or replace the same for any reason.

1.3 **Operating Expenses** – All reasonable, out-of-pocket costs and expenses incurred by Landlord during the Term that Landlord actually incurs with respect to maintaining and repairing the Premises.

1.4 **Statement** – A statement provided by Landlord to Tenant showing (i) the total amount of Operating Expenses, Taxes and Insurance and Tenant's Proportionate Share for the calendar year, (ii) the total payments made by Tenant, and (iii) any overpayment or underpayment by Tenant for the calendar year.

1.5 **Taxes** – All ad valorem real property taxes and assessments imposed on the Property.

1.6 **Tenant's Proportionate Share** – A fraction in which the numerator is the RSF of the Premises and the denominator is the RSF of the entire Building(s) on the Property. Tenant's Proportionate Share is 100.0%.

2. ADDITIONAL RENT.

2.1 Tenant will pay Additional Rent commencing on the Rent Commencement Date. Tenant will pay monthly Additional Rent installments on or before the first (1st) day of each month during the Term at Landlord's Address. For each calendar year, Landlord will estimate the amount of Additional Rent due for the year, and Tenant will pay Landlord one-twelfth of the estimate on the first day of each month during the year. The estimate may be revised by Landlord whenever it obtains information relevant to making the estimate more accurate.

2.2 Within 120 days after the end of each calendar year, Landlord will provide Tenant the Statement. If the Statement reveals that the actual amount of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance exceeds the total payments made by Tenant, Tenant will pay Landlord the deficiency within 30 days of Tenant's receipt of the Statement. If the Statement shows that Tenant's payments exceed the actual amount of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance, Landlord will reimburse Tenant the excess within 30 days of Tenant's receipt of the Statement.

2.3 If Tenant objects in writing to the Statement within 30 days after its receipt, Tenant will have the right to review Landlord's records relating to the Operating Expenses, Taxes and Insurance. If Tenant's review indicates that Tenant underpaid Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance, Tenant will pay the amount owed within 30 days after completing Tenant's review. If Tenant's review indicates that Tenant overpaid Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance, Landlord will either grant Tenant a credit toward payment of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance next coming due, or refund the overpayment to Tenant. Landlord will pay any undisputed refund within 30 days after the result of Tenant's review; provided, however, if Landlord disputes the results of Tenant's review, the parties will work together in good faith to resolve the dispute. Tenant will perform its review at its sole cost and expense.

SUMMARY OF
PURCHASE AND SALE AGREEMENT
PN: 506-5526 (Hillsdale)

This Summary of Purchase and Sale Agreement (this "**Term Summary**") is a part of the Agreement (defined below). Each reference in the Agreement to any term in this Term Summary will have the meaning set forth in this Term Summary. If there is a conflict between the terms in this Term Summary and the Agreement, the terms of the Agreement will prevail.

"Seller":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
"Seller Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Steven Wallis Email: steven.wallis@churchofjesuschrist.org
"Seller Representative":	Steven Wallis
"Buyer":	**WEST VALLEY CITY CORPORATION**, a Utah municipality
"Buyer Address":	3600 Constitution Boulevard West Valley City, Utah 84119 Attn: Craig Thomas Email: craig.thomas@wvc-ut.gov
"Buyer Representative":	Craig Thomas
"Real Property":	Address: 3274 Hillsdale Dr. City/State/Zip: West Valley City, UT 84119 County: Salt Lake Tax Parcel Nos.: 15-28-327-020-0000 and 15-28-327-008-0000 Legal Description and Depiction: See **Exhibit A** to this Agreement.
"Escrow Agent":	Fidelity National Title NCS Utah 170 S Main St., Suite 1075 Salt Lake City, UT 84101 Attn: Hillary Morgan Email: Hillary.morgan@fnf.com
"Seller Broker":	N/A
"Buyer Broker":	N/A
"Purchase Price":	$2,300,000.00
"Earnest Money":	$50,000.00. The parties acknowledge and agree that the Earnest Money shall become non-refundable to Buyer at the expiration of the Feasibility Period, but shall be applicable to the Purchase Price at Closing.

"Lease Agreement":	That certain Lease Agreement between Seller, as landlord, and Buyer, as tenant for the occupancy and use of the Property. The Lease Agreement shall be executed simultaneously with this Agreement.
Key Dates:	
"Feasibility Period":	From the Effective Date until the earlier to occur of the following: (i) 5:00 p.m. (Utah time) on the date which is two (2) years after the Effective Date; or (ii) the date on which Buyer has (a) secured all funding and financing for the acquisition of the Property and (b) obtained all necessary governmental approvals for the acquisition of the Property, including but not limited to all necessary City Council approvals for the funding and acquisition of the Property. The parties acknowledge and agree that in the event that the items under subsection (ii) above are satisfied, then Buyer shall be irrevocably committed to purchase the Property.
"Closing Date":	The date which is thirty (30) days after the Feasibility Period expires.
Entitlements:	The following Section will apply and be binding on the parties if checked (if not checked, then such Section will **not** apply): ☐ **Section 9.1.4** (Entitlements) The following actions will be considered "**Entitlements**": ☐ Rezoning of the Property. ☐ Obtaining a Conditional Use Permit.
Additional Provisions:	The following subsections, romanettes and exhibits will apply and be binding on the parties if checked (if not checked, then such subsections, romanettes and exhibits will **not** apply): ☒ **Section 15.1** (Decommissioning) ☐ **Intentionally Deleted** ☒ **Section 15.2(ii)** and **Exhibit 15.2(ii)** (Use Restriction) ☒ **Section 15.2(iii)** and **Exhibit 15.2(iii)** (Asbestos)
"Transaction Expense Chart":	The following transaction expenses will be allocated as follows:

#	Closing Item	Buyer's Share of Costs	Seller's Share of Costs	Not Applicable (if checked)
1.	Additional Inspections	100%	0%	☐
2.	ALTA Survey	100%	0%	☐
3.	Deed Preparation & Recording Fees	0%	100%	☐
4.	Phase I Report	100%	0%	☐
6.	Standard Owner's Title Policy	0%	100%	☐
7.	Extended Coverage & Title Endorsements	100%	0%	☐
8.	Transfer Tax	100%	0%	☐
9.	Rollback Tax	100%	0%	☐
10.	Seller's Broker Commission	0%	100%	☒
11.	Buyer's Broker Commission	100%	0%	☒
12.	Escrow and Closing Fees	50%	50%	☐

"**Buyer Relationship Disclosure**":	Check the box that applies:

	☒	Buyer **does not** have a personal, business or other relationship with Seller or affiliated corporations or groups other than the sale of the Property; or
	☐	Buyer **does** have a personal, business or other relationship with Seller or affiliated corporations or groups other than the sale of the Property, which is:
	☐	a currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints ("**Church**") where the Property is located;
	☐	an employee of the Seller or any Church affiliate;
	☐	a relative of an employee of Seller or of any other Church affiliate; and/or
	☐	a hired agent of the Seller or any Church affiliate.

Buyer's Initials: _____ **Seller's Initials:** _____

Approved as to form 10/1/2025

Brandon Hill

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is effective as of the Effective Date by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Seller**"), and **WEST VALLEY CITY CORPORATION**, a Utah municipality ("**Buyer**").

RECITALS

A. Seller is the owner of the Real Property located in the county and state set forth in the Term Summary, as more fully described and depicted on **Exhibit A**, together with those items included in the definition of "**Property**."

B. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property upon the terms and conditions in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Definitions. The capitalized terms used in this Agreement will have the meaning given them in this Agreement and **Schedule 1**.

2. Purchase Agreement. Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property subject to this Agreement.

3. Purchase Price. The Purchase Price will be due and payable as follows:

3.1. **Earnest Money**. Buyer shall deposit the Earnest Money with Escrow Agent no later than three (3) Business Days after the Effective Date. If the Earnest Money is not timely delivered by Buyer to Escrow Agent, then this Agreement will be null and void.

3.2. **Balance of Purchase Price**. Buyer shall pay the Purchase Price, less the Earnest Money and less any Base Rent payments made by Buyer under the Lease Agreement, to Seller at Closing, subject to the prorations, credits and adjustments in this Agreement and the Lease Agreement. Buyer acknowledges and agrees that in the event that Buyer does not elect to purchase the Property or the Lease Agreement terminates prior to Closing, then Seller shall be permitted to retain all Base Rent payments under the Lease Agreement, as more fully set forth in the Lease Agreement.

4. Disposition of Earnest Money. Seller and Buyer instruct Escrow Agent to (i) hold the Earnest Money in an FDIC-insured, interest-bearing account with no penalty for early withdrawal, and (ii) disburse the Earnest Money as follows:

4.1. **Distribution to Buyer**. If the Purchase and Sale Transaction is not consummated due to (i) the timely termination of this Agreement pursuant to an existing termination right wherein the express terms of such termination right provide that Buyer is to receive the Earnest Money, or (ii) the termination of this Agreement by Buyer pursuant to **Section 14.2** due to a Seller Default, then the Earnest Money will be returned to Buyer, less $100.00 of independent consideration which will be disbursed to Seller.

4.2. **Distribution to Seller**. If the Purchase and Sale Transaction is not consummated due to (i) the termination of this Agreement by Seller as a result of a Buyer Default, or (ii) any termination of this Agreement by any party for any reason other than as expressly set forth in **Section 4.1**, then the Earnest Money will be disbursed to Seller.

4.3. **Application**. If the Purchase and Sale Transaction is consummated, the Earnest Money will be applied to the Purchase Price and paid to Seller at Closing.

5. Feasibility Period.

5.1. **Feasibility Review**. Seller issues to Buyer and Buyer's employees, contractors and agents a nonexclusive right and license to enter upon the Real Property, at Buyer's sole risk, to inspect the Property and conduct any studies, tests, assessments or other matters deemed necessary by Buyer to assess the condition of the Property and determine whether to acquire the Property, to seek and obtain any desired funding and financing for the acquisition of the Property, and to obtain all necessary governmental approvals for the acquisition of the Property, including but not limited to all necessary City Council approvals for the funding and acquisition of the Property ("**Feasibility Review**") during the Feasibility Period. Notwithstanding the foregoing, Buyer shall not perform any invasive or intrusive testing at, in, on or under the Property (including, without limitation, any Phase II environmental site assessment) without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Buyer shall minimize any inconvenience or disturbance of any tenants or occupants of the Property in connection with the Feasibility Review. Seller shall have the right to have a Seller representative accompany Buyer and Buyer's Consultants during any entry onto the Property.

5.1.1. **Repair**. Buyer shall immediately repair any damage to the Property resulting from Buyer's entry upon, or testing of, the Property to the same or better condition that existed before such entry upon or testing of the Property.

5.1.2. **Indemnity**. Buyer shall indemnify, defend, save and hold Seller harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any kind whatsoever (including, without limitation, reasonable attorneys' fees and costs) ("**Losses**") caused by, or in any way related to, the acts or omissions of Buyer and its employees, contractors and agents during and in connection with the Feasibility Review; provided, however, such indemnification does not apply to the mere discovery by Buyer of any preexisting condition to the Property as a result of any testing permitted under this Agreement. The obligations of Buyer in the preceding sentence will survive the termination or Closing of this Agreement.

5.1.3. **Insurance**. Buyer shall obtain a Commercial General Liability Insurance Policy with a limit of not less than $1,000,000.00 each occurrence, covering the activities of Buyer and Buyer's Consultants while on the Real Property, and naming Seller as an additional insured, which policy will be non-cancelable without thirty (30) days' prior written notice to Seller. A certificate evidencing such insurance and Seller as an additional insured shall be delivered to Seller prior to Buyer or Buyer's Consultants entry onto the Real Property.

5.1.4. **Termination**. If the results of the Feasibility Review are unsatisfactory to Buyer for any reason, then Buyer may terminate this Agreement before the Feasibility Period expires by giving Seller written notice of termination ("**Termination Notice**"), whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If Buyer does not timely terminate this Agreement before the Feasibility Period expires, then Buyer: (i) will be deemed to have waived its right to terminate under this **Section 5.1.4** and approved the condition of the Property in all respects (subject to the satisfaction of the terms of this Agreement); (ii) the Earnest Money will be deemed nonrefundable to Buyer, subject to **Section 4.1**; and (iii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to the terms of this Agreement.

5.2. **Inspection Materials**.

5.2.1. **Delivery**. Within a reasonable period after the Opening of Escrow, Seller shall make available the following materials to Buyer to the extent within Seller's possession or control ("**Inspection Materials**"): (i) the most recent survey of the Real Property, if any; and (ii) a title commitment with respect to the Real Property issued by the Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property ("**Title Report**"). In no event shall Seller be required to provide to Buyer any materials or documentation that are attorney-work product, attorney-client privileged, materials relating to other real property, or appraisals of the Property. All Inspection Materials are furnished to Buyer "AS IS" with no warranty or representations of any kind whatsoever from Seller.

5.2.2. **Return**. If this Agreement terminates, then Buyer shall furnish to Seller no later than ten (10) days thereafter: (i) copies of any and all Inspection Materials furnished to Buyer by Seller or written confirmation that Seller has destroyed all hard copies and deleted all electronic copies of all Inspection Materials; and (ii) copies of any third-party reports prepared for Buyer relating to the Property. This **Section 5.2.2** will survive the termination of this Agreement.

6. Survey and Title Review.

6.1. **Survey**. Buyer may, at Buyer's expense, during the Feasibility Period obtain an ALTA survey for the Property by either obtaining a new survey or updating any survey furnished by Seller ("**Survey**"). If Buyer elects to obtain a Survey, then such Survey shall be certified to both Seller and Buyer.

6.2. **Title Review**. Buyer shall have until the Feasibility Period expires to review any matters disclosed in the Title Report or shown on the Survey. If Buyer does not approve the condition of title to the Property, then Buyer may terminate this Agreement pursuant to **Section 5.1.4**. If Buyer does not timely terminate this Agreement before the Feasibility Period pursuant to **Section 5.1.4**, then (i) all items, exceptions, and conditions shown on the then-current Title Report and the Survey will be deemed approved as "**Permitted Exceptions**" to the title of the Property; and (ii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to this Agreement. Notwithstanding anything in this Agreement to the contrary, Seller shall cause the release or removal of any deeds of trust, mortgages or other monetary encumbrances created by, through or under Seller and recorded against the Property ("**Mandatory Cure Items**") and the same will not constitute Permitted Exceptions; provided, however, in no event will any monetary encumbrance created by, through or under Buyer be deemed a Mandatory Cure Item. If, following use of good faith efforts, Seller is unable to remove any Mandatory Cure Items on or before Closing, then Seller may extend the Closing Date for a period not to exceed thirty (30) days to effectuate the removal or release of such Mandatory Cure Items.

6.3. **Title Policy**.

6.3.1. **Form of Policy**. At the Closing, Escrow Agent will issue to Buyer, at Seller's expense, a standard owner's policy of title insurance in the amount of the Purchase Price insuring Buyer as the fee owner of the Property, subject to the Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance ("**Title Policy**"). Buyer may, at its expense, obtain extended coverage or such endorsements to the Title Policy as Buyer may reasonably request. Obtaining extended coverage or any endorsements will not be a condition or contingency of the Closing.

6.3.2. **Primary Recourse**. Notwithstanding anything contained in this Agreement to the contrary, with respect to all matters affecting title to the Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any representation, warranty or covenant made by Seller in this Agreement or the Deed, then Buyer agrees that it will first seek recovery under the Title Policy, and Buyer may only assert any claim against Seller for recovery of such claim after all remedies available to Buyer under the Title Policy have been exhausted and any recovery from Seller will be reduced by any recourse received by Buyer under the Title Policy. This **Section 6.3.2** will survive the Closing and recording of the Deed.

7. Entitlements. Buyer, at its expense, will have until the Feasibility Period expires to design and plan its development of the Property. Buyer, at its sole expense, will have until the Closing Date to obtain necessary governmental approvals to secure the Entitlements ("**Entitlement Approvals**"). In all events, in pursuing such Entitlements, Buyer shall act in strict accordance with the provisions of **Exhibit 7**, which include, without limitation, a prohibition against any land use approval action or rezoning pursued by Buyer becoming final and binding on the Property prior to Closing and Seller having the right to review and approve any land use or rezoning applications prior to their submission to the governmental authority.

8. Closing.

8.1. **Time & Place**. The Closing for the Purchase and Sale Transaction will take place in the

offices of Escrow Agent, or its affiliate if required, on the Closing Date.

8.2. **Seller's Deliverables**. At the Closing, Seller shall deliver, or cause to be delivered to Escrow Agent and Buyer, as applicable:

8.2.1. **Deed**. The Deed, fully executed and properly acknowledged by Seller.

8.2.2. **FIRPTA**. An affidavit on Seller's approved form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2).

8.2.3. **General Assignment**. A general assignment and bill of sale related to the Property in the form of **Exhibit 8.2.3**, fully executed by Seller ("**General Assignment**").

8.2.4. **Settlement Statement**. A settlement statement signed by Seller that accurately reflects the payments, credits and prorations required in this Agreement.

8.2.5. **Amendment to Cooperation Agreement.** An amendment to the Cooperation Agreement (defined below), in a form and substance approved by the parties, signed by Seller.

8.2.6. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement; provided, however, that such funds, instruments and documents will be subject to Seller's prior approval thereof, which approval may not be unreasonably withheld.

8.3. **Buyer's Deliverables**. At the Closing, Buyer shall deliver to Escrow Agent:

8.3.1. **Purchase Price**. The Purchase Price (less the Deposit), and any additional funds required by this Agreement for closing costs, prorations, title policies and other fees and expenses related to the Closing.

8.3.2. **General Assignment**. The General Assignment, fully executed by Buyer.

8.3.3. **Settlement Statement**. A settlement statement signed by Buyer, which is reasonably acceptable to Buyer and accurately reflects the payments, credits and prorations required herein.

8.3.4. **Amendment to Cooperation Agreement**. An amendment to the Cooperation Agreement, in a form and substance approved by the parties, signed by Buyer.

8.3.5. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents will be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

8.4. **Prorations & Closing Costs**.

8.4.1. **Own Costs**. Except as expressly set forth in this Agreement, each party shall bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. The parties shall pay those expenses allocated to such party on the Transaction Expense Chart.

8.4.2. **Taxes**. All real property taxes and assessments accrued for the current year will be prorated between the parties as of Closing. To the extent that a real tax bill is unavailable for the year in which the Closing occurs, then the parties shall estimate the real estate taxes based on the prior year. Not later than December 31 of the calendar year in which the Closing occurs (or such earlier date as possible), Seller and Buyer may re-prorate real property taxes based upon actual real estate tax bills received after Closing. This **Section 8.4.2** will survive the Closing.

8.4.3. **Utilities**. Payments to all utility and other service providers related to the Property will be prorated between the parties as of Closing.

8.4.4. **Sales Tax**. All sales or use taxes, proceeds or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity shall be paid by Buyer.

8.5. **Possession**. Buyer shall be entitled to possession of the Property at Closing.

9. Closing Conditions.

9.1. **Buyer's Conditions**. Buyer's obligations to consummate the Purchase and Sale Transaction is specifically conditioned and contingent on the satisfaction of each of the following at Closing:

9.1.1. **Deliverables**. Seller's delivery of the materials required under **Section 8.2** and Seller's material satisfaction of its obligations in this Agreement.

9.1.2. **Title Policy**. Title Company is irrevocable committed to issue the Title Policy, subject only to the Permitted Exceptions.

9.1.3. **Representations**. Seller's representations made in this Agreement will be true and correct in all material respects.

9.1.4. **Entitlements**. Buyer has obtained the Entitlement Approvals.

9.2. **Seller's Conditions**. Seller's obligations to consummate the Purchase and Sale Transaction is specifically conditioned and contingent on the satisfaction of each of the following at Closing:

9.2.1. **Deliverables**. Buyer's delivery of the materials and funds required under **Section 8.3** and Buyer's material satisfaction of its obligations in this Agreement.

9.2.2. **Representations**. Buyer's representations made in this Agreement will be true and correct in all material respects.

9.3. **Failure of Condition**.

9.3.1. **Failure of Buyer Condition**. If any Buyer Condition is not satisfied at Closing, then Buyer may either: (i) waive such unsatisfied Buyer Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Seller written notice thereof, whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If a Buyer Condition is not satisfied due to a Seller Default, then Buyer will, in addition to the foregoing, have the remedies in **Section 14.2**.

9.3.2. **Failure of Seller Condition**. If any Seller Condition is not satisfied at Closing, then Seller may either: (i) waive such unsatisfied Seller Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Buyer written notice thereof, whereupon the Earnest Money will be returned to Buyer, except if such unsatisfied Seller Condition is a result of a Buyer Default, in which event Seller will have the remedies in **Section 14.1**, including, without limitation, the right to receive the Earnest Money.

10. Representations.

10.1. **Seller Representations**. Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents to Buyer that:

10.1.1. **Organization & Standing**. Seller is duly formed, validly existing and in good standing under the laws of the state of its formation. Seller has full power and authority to enter into and perform this

Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.

10.1.2. **Binding Agreement**. This Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

10.1.3. **No Litigation**. There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

10.1.4. **No Bankruptcy**. Seller has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.1.5. **Non-Foreign Person**. Seller is not a "foreign person" as defined in the Internal Revenue Code Section 1445 and the regulations promulgated thereunder.

The representations by Seller in this **Section 10.1** will terminate at and not survive the Closing.

10.2. **Buyer's Representations**. Buyer, to Buyer's Current Knowledge, as of the date of this Agreement and again at Closing, represents to Seller that:

10.2.1. **Organization & Standing**. Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyer.

10.2.2. **Binding Agreement**. This Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

10.2.3. **No Bankruptcy**. Buyer has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.2.4. **Buyer Relationship Disclosure**. The Buyer Relationship Disclosure set forth on the Term Summary is true and correct in all material respects.

The representations by Buyer set forth in this **Section 10.2** will terminate at and not survive the Closing.

11. As Is Purchase.

11.1. **Disclaimer**. Except as expressly set forth in the Deed delivered at Closing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property or the Inspection Materials. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or

regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose (including without limitation the current or any future use thereof); or (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials.

11.2. **Acceptance**. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED DELIVERED AT CLOSING, THE PROPERTY WILL BE SOLD AND BUYER WILL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY AT CLOSING IN ITS "**AS IS, WHERE IS CONDITION, WITH ALL FAULTS**," WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN THE DEED DELIVERED AT CLOSING, SUCH SALE WILL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

11.3. **General Release**. Buyer, on behalf of itself and its successors, assigns and representatives, does hereby release Seller, except as expressly set forth in the Deed, and Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorneys' fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyer may have at Closing or which may arise in the future on account of or in any way arising out of or connected with this Agreement. Buyer understands the significance of executing this Agreement and the general release of claims set forth above.

11.4. **Material Inducement**. Buyer hereby agrees and acknowledges that this **Section 11** and, if applicable, **Section 15.2**, are each a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyer without Buyer's express agreement to this **Section 11**. This **Section 11** will survive the Closing and the recording of the Deed.

12. Risk of Loss.

12.1. **Risk of Loss**. Except as set forth in this **Section 12**, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

12.2. **Condemnation**. If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyer of such proceedings, and this Agreement will not terminate, but will remain in full force and effect. In such event, at Closing (i) Seller shall pay to Buyer all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing; (ii) Seller shall assign to Buyer all of Seller's rights to defend such proceedings or actions in lieu thereof; and (iii) Buyer shall take the Property subject to any such proceedings. The Purchase Price will not be adjusted or reduced for any such proceedings or for any land taken by condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" means the service upon Seller of a formal notice of condemnation by a governmental authority with the power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

12.3. **Casualty**.

12.3.1. **Minor Casualty**. If the Property is damaged by any casualty before Closing, and the loss in value to the Property because of such casualty ("**Casualty Loss Value**"), as estimated by Seller, in its sole but reasonable discretion, is less than or equal to ten percent (10%) of the Purchase Price, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided herein, without any adjustment to the Purchase Price. Notwithstanding the foregoing, in no event shall Seller commit any waste of the Property.

12.3.2. **Major Casualty**. If the Property is damaged by any casualty before Closing, and the Casualty Loss Value, as estimated by Seller, in its sole but reasonable discretion, is more than ten percent (10%) of the Purchase Price, then either Seller or Buyer may elect to terminate this Agreement, by written notice to the other

party given not more than ten (10) days after receipt of written notice from Seller to Buyer of Seller's estimate of the valuation loss, which notice Seller shall give no later than thirty (30) days after the casualty. If neither party elects to so terminate this Agreement pursuant to this **Section 12.3.2**, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided in this Agreement, without any adjustment to the Purchase Price.

13. Broker Commission. Except as disclosed in the Term Summary, Buyer and Seller each represents and warrants that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Except as set forth in the Term Summary, Buyer and Seller shall each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit following the Closing. Any brokerage agreement between Buyer and Seller with their respective broker(s) will be memorialized by separate agreement. No brokerage fees or commissions will be based on or governed by this Agreement. This **Section 13** will survive the Closing.

14. Remedies & Termination.

14.1. **Seller's Remedies**. If Buyer defaults in any of its agreements, covenants or other obligations under this Agreement ("**Buyer Default**"), then Seller shall give Buyer written notice of such default and thereafter Buyer shall have five (5) Business Days to cure such default. If such Buyer Default remains uncured after any applicable cure period, then Seller may, as its remedies for such Buyer Default, either: (i) waive the effect of such Buyer Default and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement, whereupon Escrow Agent will disburse the Earnest Money to Seller as liquidated damages. SELLER AND BUYER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER DUE TO A BUYER DEFAULT AND THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS THE AMOUNT OF THE EARNEST MONEY. Notwithstanding anything in this Agreement contrary, this **Section 14.1** will not limit any right to indemnification and restoration in favor of Seller in this Agreement.

14.2. **Buyer's Remedies**. If Seller defaults in any of its agreements, covenants, or other obligations under this Agreement ("**Seller Default**"), then Buyer shall give Seller written notice of such Seller Default and thereafter Seller shall have five (5) Business Days to cure such default. If such Seller Default remains uncured after any applicable cure period, Buyer may, as its sole remedies for such Seller Default, either: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) terminate this Agreement in accordance with **Section 14.3** below; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this **Section 14.2** will be non-cumulative and exclusive. In no event shall Buyer be entitled to any punitive, special, or consequential damages of any kind.

14.3. **Termination**. If Buyer or Seller elects to terminate this Agreement pursuant to its terms, the terminating party shall deliver written notice of such termination to the other party and Escrow Agent (provided, any failure to deliver written notice to Escrow Agent will not invalidate such termination notice). Upon delivery of written notice of termination in the preceding sentence, or upon an automatic termination in accordance with this Agreement, Escrow Agent will disburse the Earnest Money in accordance with **Section 4**, return all documents deposited with Escrow Agent to the party who supplied such documents, and this Agreement will terminate and the parties shall have no further rights or obligations other than those that expressly survive the termination of this Agreement. Seller and Buyer shall each pay half of any escrow termination fees or costs, except for a termination due to Seller Default or Buyer Default, in which instance the defaulting party shall pay such fees and costs.

15. Meetinghouse & Adjacent Property.

15.1. **Decommissioning**.

15.1.1. **Decommissioning by Seller**. Buyer acknowledges that Seller has certain established protocols for decommissioning any Meetinghouse Structure. Within sixty (60) days of the Effective Date, Seller, at Seller's cost and expense shall decommission the Meetinghouse Structure located on the Real Property in accordance with Seller's protocols and standards, which decommissioning may include, without limitation, removing

or modifying religious iconography, signage, steeple improvements and baptismal font. All decommissioning work to be performed by Seller shall be done in a good and workmanlike manner. Buyer acknowledges the requirement for decommissioning the Meetinghouse Structure prior to Closing, and agrees that the changes to the Property that result therefrom is permitted under this Agreement. As set forth in the Lease Agreement, Buyer acknowledges that occupancy of the Property under the Lease Agreement shall not be permitted until said decommissioning work has been completed

15.1.2. **Reimbursement by Buyer**. In the event that the decommissioning work is completed by Seller but the Purchase and Sale Transaction is not consummated between Buyer and Seller such that Closing does not occur (except in the event of a Seller default), then Seller shall have the option, in Seller's sole and absolute discretion, to reinstall and reconstruct the baptismal font and/or steeple on the Property in the same manner and condition that existed prior to removal, and Buyer shall be required to reimburse the Seller for the costs and expenses associated with said reinstallation and reconstruction. Upon completion of the reinstallation and reconstruction of the baptismal font and/or steeple, Buyer will reimburse Seller within thirty (30) days of (a) completion of the reconstruction activities, and (b) Seller's written request to Buyer for reimbursement. In submitting Seller's request for reimbursement, Seller will provide Buyer reasonable documentation evidencing the costs and expenses set forth in the reimbursement request. Provided Buyer does not object to the amounts for reimbursement or evidence submitted with the reimbursement request, then Buyer will reimburse Seller within said 30-day period. This Section shall survive the early expiration of termination of this Agreement.

15.2. **Reservations & Restrictions**. Buyer's intended use of the Property is for the MyHometown program in accordance with the existing Community Initiative Cooperation Agreement between Seller and Buyer (as shall be amended between the parties at Closing pursuant to **Section 8** above, the "Cooperation Agreement") as well as other City programs and events. Seller may, in its sole discretion, include in the Deed, and Buyer acknowledges that such reservations, restrictions, and acknowledgments and covenants will be binding on the Property and Buyer notwithstanding any failure to include the following in the Deed: (i) Intentionally Deleted; (ii) the use restrictions on **Exhibit 15.2(ii)**; and (iii) the asbestos acknowledgments and covenants on **Exhibit 15.2(iii)**. Buyer acknowledges that such reservations, restrictions and covenants will be binding on the Property and Buyer notwithstanding any failure to include the foregoing in the Deed. This **Section 15.2** will survive the Closing and the recording of the Deed.

16. Notices.

16.1. **Means of Delivery**. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement will be in writing and will be given by either: (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) email. In all events, notice will only be deemed given if properly addressed to Seller or Buyer as applicable, at the addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section) set forth in the Term Summary. Copies of all notices given to Seller or Buyer shall be given to Escrow Agent (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent will not affect the effectiveness of the notice if properly provided to the other parties as described above).

16.2. **Timing**. Notice will be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed; provided, however, such notice is given after 5:00 pm Utah time, then such notice will be deemed given on the next Business Day. Notice will be deemed to have been received on the date on which the notice is actually received or delivery is refused; provided, however, if such notice is received after 5:00 pm Utah time, then such notice will be deemed received on the next Business Day.

17. Miscellaneous.

17.1. **Entire Agreement**. This Agreement sets forth the entire understanding of the parties with respect to the matters in this Agreement, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

17.2. **Successors & Assigns**. Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyer. Buyer shall not have the right to assign, transfer or convey any of its rights and obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may withhold in its sole discretion. Notwithstanding the preceding sentence, Buyer may designate a different entity to take title to the Property at Closing (provided Buyer delivers Seller notice thereof no later than five Business Days prior to Closing). This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17.3. **Additional Acts**. The parties will promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

17.4. **Headings**. The headings in this Agreement are for reference only and will not limit or define the meaning of any provision of this Agreement.

17.5. **Business Days**. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

17.6. **Time of the Essence**. With respect to all dates and periods in this Agreement, time is of the essence and such dates and periods will be strictly enforced.

17.7. **Construction**. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms in this Agreement will be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms should be construed against the party who (or whose attorney) prepared this Agreement or any earlier draft of the same.

17.8. **Interpretation**. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms of this Agreement and the terms of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same will be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which will be deemed to prevail and control. Wherever the context requires in construing of this Agreement, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular.

17.9. **No Third-Party Beneficiary**. No term of this Agreement or the exhibits hereto is intended to be, nor will any such term or provision be construed to be, for the benefit of any person or entity (including any broker) not a party hereunder.

17.10. **Press Release**. The parties do not desire any publicity with respect to this transaction, and therefore each party agrees, for itself and its employees, contractors and agents (including specifically real estate brokers and agents), that no publication of this transaction will be made and no information with respect to this transaction will be given to any media. Each party shall instruct any broker working with that party of this requirement and obtain the signed agreement of that broker to abide by the terms of this **Section 17.10**. Buyer shall keep in strict confidences the Inspection Materials, the results of any Feasibility Review and the existence of this Agreement and any negotiations between the parties, and Buyer shall not disclose the same to any other party, other than disclosures to Buyer's Consultants to the extent necessary to allow Buyer to conduct its Feasibility Review and consummate the Purchase and Sale Transaction. This **Section 17.10** will survive any termination of this Agreement. This restriction does not apply to any legal procedures (such as notice or public meetings) that may be required for Buyer to complete the purchase or to the Buyer's obligation to comply with the Government Records Access and Management Act.

17.11. **Survival**. Only as specifically provided in this Agreement will any terms of this Agreement survive Closing or termination. Any such matters that expressly survive Closing or the termination of this Agreement will be subject to any time limitations set forth herein, and, with respect to terms that survive Closing, will

not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of such surviving terms or for material misrepresentation and indemnity made in writing during the applicable period limitation will survive such period.

17.12. **Governing Law; Jurisdiction**. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Utah, except with respect to real property related issues which is governed by the laws of the state where the Real Property is located.

17.13. **Attorneys' Fees**. If there is any dispute between the parties to enforce or interpret this Agreement, the unsuccessful party in such dispute shall pay to the successful party all costs and expenses, including, without limitation, to reasonable attorneys' fees, incurred by the successful party.

17.14. **Severability**. If any term or condition of this Agreement (or portion thereof) is deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not alter the remaining portion of such term or condition, or any other term or condition hereof, as each term or condition of this Agreement will be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

17.15. **No Waiver**. The waiver by any party hereto of any right granted to it hereunder will not be deemed to be a waiver of any other right granted hereunder, nor will the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

17.16. **Counterparts**. The parties may sign this Agreement in multiple identical counterparts, all of which taken together will constitute one and the same agreement. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement will have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[*signature to follow*]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

By: _____
Name: _____
Its: Authorized Agent
Date: November 1, 2025

BUYER:

WEST VALLEY CITY CORPORATION,
a Utah municipality

By: _____
Name: Karen Lang
Its: Mayor
Date: November 1, 2025

ATTEST:

_____
City Recorder

Approved as to form 10/1/2025
Brandon Hill

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreement dated _____ __, 2025, and the Earnest Money, are accepted and the Escrow is opened this ____ day of _____, 2025. Escrow Agent hereby agrees to act as the Escrow Agent, as defined in this Agreement, and to perform its duties in accordance with this Agreement and to comply with state and local laws relating to acting as an escrow or closing agent for real property transactions. Further, Escrow Agent hereby agrees to act as "the person responsible for closing" the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: Fidelity National Title NCS Utah

By: _____
Name: _____
Its: _____

LIST OF EXHIBITS

Schedule 1	-	Definitions
Exhibit A	-	Real Property Description and Depiction
Exhibit 1.32	-	Personal Property
Exhibit 7	-	Entitlements
Exhibit 8.2.1	-	Deed
Exhibit 8.2.3	-	General Assignment
Exhibit 15.2(ii)	-	Use Restrictions
Exhibit 15.2(iii)	-	Asbestos Acknowledgement and Covenants

SCHEDULE 1

DEFINITIONS

1.1. **Agreement** – Defined in the opening paragraph and including the Term Summary and all exhibits and schedules attached hereto.

1.2. **Business Day** – A day other than a Saturday, Sunday or day on which banking institutions in the state where the Real Property is located are authorized or required by law or executive order to be closed.

1.3. **Buyer** – Defined in the Term Summary.

1.4. **Buyer Condition** and **Buyer Conditions** – The conditions to Buyer's closing obligations set forth in **Section 9.1**, individually and collectively, as the context may require.

1.5. **Buyer's Consultants** – The attorneys, lenders, and consultants of Buyer that are specifically working with Buyer on the Purchase and Sale Transaction.

1.6. **Buyer Default** – Defined in **Section 14.1**.

1.7. **Cash** – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

1.8. **Casualty Loss Value** – Defined in **Section 12.3.1**.

1.9. **Church** – Defined in the Term Summary.

1.10. **Closing** or **Close of Escrow** – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed.

1.11. **Closing Date** – Defined in the Term Summary.

1.12. **Current Knowledge** – With respect to Seller, the current, actual knowledge, without a duty to investigate, of the Seller Representative, and with respect to Buyer, the current, actual knowledge of Buyer; provided, however, such Seller Representative and Buyer Representative will not have any personal liability with respect to any representations and warranties in this Agreement.

1.13. **Deed** – A special or limited warranty deed, or its equivalent in the state where the Real Property is located, in the substance of **Exhibit 8.2.1**.

1.14. **Earnest Money** – The earnest money in Cash to be deposited by Buyer with Escrow Agent in the amount set forth in the Term Summary, together with any interest earned thereon.

1.15. **Effective Date** – The later of the dates that Buyer or Seller acknowledges receipt of a fully executed Agreement, as evidenced by Buyer's or Seller's signatures and the date inserted following their signatures on the signature page herein.

1.16. **Entitlements** – Defined in the Term Summary.

1.17. **Entitlement Approvals** – Defined in **Section 7**.

1.18. **Entitlement Documents** – Defined in **Exhibit 7**.

1.19. **Escrow** – The escrow created with the Escrow Agent pursuant to this Agreement.

1.20. **Escrow Agent** – Defined in the Term Summary.

1.21. **Feasibility Period** – Defined in the Term Summary.

1.22. **Feasibility Review** – Defined in **Section 5**.

1.23. **General Assignment** – Defined in **Section 8.2.3**.

1.24. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, all asbestos or petroleum based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.25. **Inspection Materials** – Defined in **Section 5.2.1**.

1.26. **Losses** – Defined in **Section 5.1.2**.

1.27. **Mandatory Cure Items** – Defined in **Section 6.2**.

1.28. **Meetings** – Defined in **Exhibit 7**.

1.29. **Meetinghouse Structure** – Any religious meetinghouse or other structure located on the Real Property for religious purposes.

1.30. **Opening of Escrow** – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.

1.31. **Permitted Exceptions** – All (i) taxes and assessments against the Property which are not yet due and payable as of the Closing Date, (ii) then-current laws and regulations applicable to the Property, (iii) any patent claims and reservations, (iv) and other matters of record or discoverable by an inspection or survey affecting title to the Property including, without limitations, those matters contained in the Title Report or shown on the Survey.

1.32. **Personal Property** – All personal property, furniture, equipment, facilities, and items listed on **Exhibit 1.32** attached hereto, if any.

1.33. **Property** – The Real Property, together with: (i) all buildings, structures and improvements currently included thereon; (ii) any and all easements, rights of way, and appurtenances running with or pertaining thereto, including without limitation any rights to use adjacent streets or alleyways; and (iii) the Personal Property, all subject to the reservations set forth in the Deed; but excluding all Water Rights and the applicable reservations set forth in **Section 15.2**.

1.34. **Purchase Price** – The purchase price for the Property to be paid in Cash by Buyer to Seller in the amount set forth in the Term Summary.

1.35. **Purchase and Sale Transaction** – The purchase of the Property by Buyer, and the sale of the Property by Seller, all as contemplated by this Agreement.

1.36. **Real Property** – Defined in Recital A.

1.37. **Relationship Disclosure** – Buyer's relationship disclosure set forth in the Term Summary.

1.38. **Seller** – Defined in the Term Summary.

1.39. **Seller Condition** and **Seller Conditions** – The conditions to Seller's closing obligations set forth in **Section 9.2**, individually and collectively, as the context may require.

1.40. **Seller Default** – Defined in **Section 14.2**.

1.41. **Seller Representative** – Defined in the Term Summary.

1.42. **Survey** – Defined in **Section 6.1**.

1.43. **Termination Notice** – Defined in **Section 5.1.4**.

1.44. **Term Summary** –The Summary of Purchase and Sale Agreement.

1.45. **Title Company** – The party listed in **Section 1.20** of **Schedule 1**.

1.46. **Title Policy** – Defined in **Section 6.3.1**.

1.47. **Title Report** – Defined in **Section 5.2.1**.

1.48. **Transaction Expense Chart** – The allocation of transaction costs and expenses set forth in the Term Summary.

1.49. **Water Rights** – Any water rights that are appurtenant to the Real Property and any water shares or stock certificates in any water, canal or irrigation company.

EXHIBIT A

REAL PROPERTY DESCRIPTION AND DEPICTION

[*The legal description below is subject to confirmation in the Title Report*]

Parcel 1:

Lot 403, HILLSDALE SUBDIVISION NO. 4, according to the Official Plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

Parcel 2:

Lot 64, HILLSDALE SUBDIVISION, according to the Official Plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

Tax Parcel Nos. 15-28-327-020-0000 and 15-28-327-008-0000

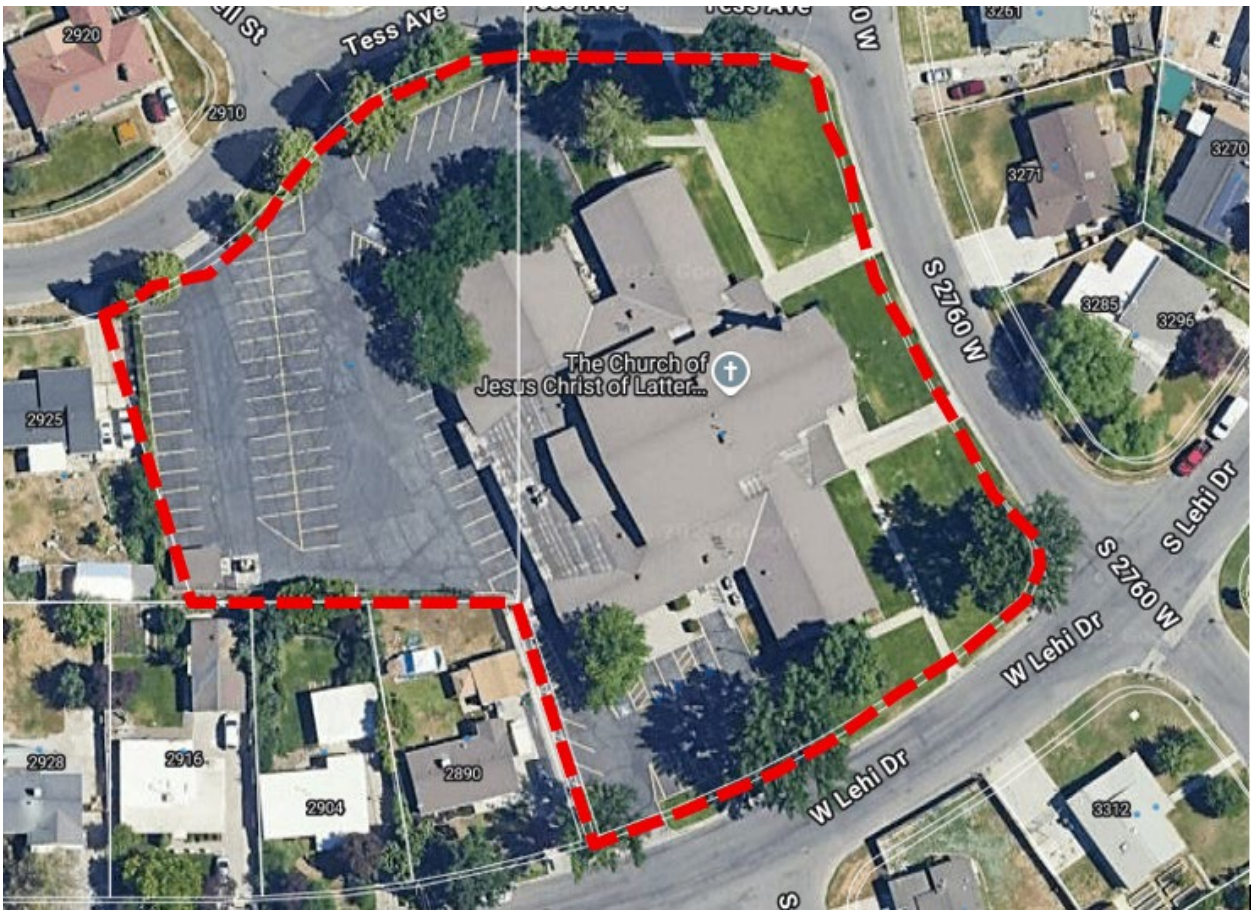


EXHIBIT 1.32

PERSONAL PROPERTY LIST

To be agreed upon between the Parties in good faith prior to the Closing.

EXHIBIT 7

ENTITLEMENTS

A. Buyer may, as part of planning its proposed development of the Property, but subject to the remaining provisions of this **Exhibit 7**, seek and pursue the Entitlements. In no event will the Entitlements include, and in no event shall Buyer cause to occur, any action or matter not set forth above, including without limitation, rezoning of the property, final plat approval, final subdivision approval, the recording of any subdivision plat, and any similar governmental action, it being understood that such actions and filings may not occur without the prior written consent of Seller, which consent Seller may withhold in its sole and absolute discretion.

B. As to any Entitlement action allowed herein that will have a permanent effect on the Property prior to Closing, such as rezoning, Seller will have the right to reasonably approve such action, after written notice from Buyer which includes the pertinent materials and information. If Seller has not responded within fifteen (15) Business Days after receipt of all necessary information, Seller's approval will be deemed given.

C. Buyer shall keep Seller informed of the status of any Entitlements Buyer is pursuing, and from time to time (but no less frequently than once every month) shall report in writing to Seller the current status of any Entitlements Buyer is pursuing and other pertinent information relating to the Entitlements. At least five (5) Business Days prior to Buyer's delivery to any governmental entity or agency of any applications, subdivisions, studies, plans, site plans, master plans, and other documents and materials related to the Entitlements ("**Entitlement Documents**"), copies thereof shall be delivered to Seller. Buyer shall not submit any Entitlement Documents to any governmental entity or agency until Seller has reviewed and approved the same (which approval may not be unreasonably withheld). Further, Buyer shall notify Seller at least fifteen (15) days in advance of any and all meetings (including city, committee, planning staff and neighborhood meetings), hearings, conferences and study sessions related to the Entitlements (collectively "**Meetings**"), and Seller may attend and to participate in such Meetings.

D. Buyer and Seller shall cooperate with each other in good faith in connection with the Entitlements, and Buyer shall freely provide Seller with the Entitlement Documents and all other pertinent information related to the Entitlements in an expeditious manner. In no event shall Buyer amend or otherwise modify the Entitlements applications or any of the Entitlement Documents in any material way without obtaining the prior written consent of Seller.

E. Buyer shall not file or record any Plats before Closing.

F. If the Purchase and Sale Transaction is not consummated at Closing, then Buyer shall assign to Seller, upon the request of and at no cost to Seller, all Entitlement Document (and applications, materials and approvals relating thereto), and Seller may assign such Entitlement Documents (and applications, materials and approvals relating thereto) to another buyer or proceed with such approvals on its own behalf or abandon any such applications.

G. In addition to Seller's right to review and approve all Entitlement Documents, Buyer shall deliver to Seller, for Seller's review and approval (which approval may not be unreasonably withheld), all site plans, architectural plans and development plans (but in no event shall Buyer be obligated to provide Seller with any financial information). If Seller has not responded ten (10) Business Days after receipt of the applicable site plans, architectural plans and development plans, then Seller's approval will be deemed given.

H. If (i) Seller has approved Buyer's Entitlement Documents, and (ii) all other terms and provisions of this **Exhibit 7** are satisfied, then Seller shall (x) work together in good faith with Buyer and (y) use commercially reasonable efforts (at no out-of-pocket cost to itself) to cooperate with Buyer in obtaining the Entitlements as more fully set forth above, including without limitation, executing any applicable documentation requested by Buyer.

I. All capitalized terms referred to in this Agreement will have the same meaning provided in the Agreement, except where expressly defined otherwise herein.

EXHIBIT 8.2.1

DEED

[*Subject to conformance to state and local recording and form requirements*]

Recording requested by
and when recorded mail to:

_____
_____
_____
_____

_____
(space above for recorder's use only)

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Grantor**"), hereby conveys and warrants against all who claim by, through or under Grantor, but only against Grantor's own actions (and no other), to _____, a _____ ("**Grantee**"), whose address is _____, all that certain real property located in _____ County, _____, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements located on such land ("**Property**").

SUBJECT TO (i) current and future taxes and assessments and (ii) all reservations, easements, covenants, conditions, restrictions, encumbrances, and other matters, rights or interests of record or which would be disclosed by an accurate survey or inspection of Property.

RESERVING specifically unto Grantor all water and water rights of any and all kinds appurtenant to the Property.

[*applicable restrictions referenced in **Section 15.2** to be inserted*]

[*signature to follow*]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____ 20__.

GRANTOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name: _____
Its: Authorized Agent

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this ____ day of _____ 20__, personally appeared before me _____, personally known to me to be an Authorized Agent of **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said Corporation, and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.

_____
Notary Public for the State of Utah

Exhibit A
to
Deed

Legal Description of Property

EXHIBIT 8.2.3

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "**Assignment**") is entered into as of this ___ day of _____, 20__ ("**Effective Date**"), by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("**Assignor**") and _____, a _____("**Assignee**").

RECITALS

A. Assignor presently owns the real property described in **Exhibit A** to this Assignment and any and all improvements and personal property located thereon ("**Property**").

B. Pursuant to that certain Purchase and Sale Agreement, dated as of _____, 20___, between Assignor and Assignee (as amended, the "**Agreement**"), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title and interest in the Property ("**Property Transfer**") under the terms and conditions more fully set forth in the Agreement.

C. In connection with the Property Transfer, Assignor desires to assign, transfer, give and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's interest, in and to the following described rights, interests and property relating to the Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **Bill of Sale**. Assignor hereby transfers, grants, assigns, and conveys to Assignee all of Assignor's right, title and interest in and to the personal property set forth on **Exhibit B** to this Assignment (collectively, the "**Personal Property**"). The transfer, grant, assignment and conveyance set forth herein is done without warranty or representation by Assignor of any kind whatsoever, whether express or implied, written or oral, or statutory or otherwise. Without limiting the generality of the foregoing, Assignor has not made, and Assignee acknowledges that Assignor has not made, any warranty, certification, or representation related to: (i) the condition of title to the Personal Property; (ii) the nature, physical condition or any other aspect of the Personal Property; or (iii) the fitness of the Personal Property for any particular purpose (including without limitation the current use thereof).

2. **Assignment**. Assignor assigns, transfers, sets over, and conveys to Assignee, to the extent assignable, all of Assignor's right, title, and interest, in and to (i) all warranties and guaranties of any kind from third parties (but not from Assignor), express or implied, written or oral, relating to the Property and the Personal Property, including without limitation, any and all warranties and guaranties from contractors, subcontractors, builders, manufacturers, vendors and suppliers; and (ii) all licenses or permits relating to the Property, the Personal Property, and the use thereof.

3. **Binding Effect**. This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. **Construction; Definitions**. This Assignment will be construed according to the laws of State of Utah, except with respect to real property related issues which is governed by the state where the Real Property is located. Capitalized terms used and not otherwise defined herein will have the meanings given to such terms in the Agreement.

5. **Counterparts**. This Assignment may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and all of which will together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole
f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name (Print): _____
Its: Authorized Agent

ASSIGNEE:

_____,
a _____

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name (Print): _____
Its: _____

Exhibit A
to
General Assignment

Legal Description of Property

Exhibit B
to
General Assignment

List of Personal Property

EXHIBIT 15.2(ii)

USE RESTRICTIONS

This conveyance of the Property is made and is subject to the following restrictive covenants, each created by Grantor to protect the image and integrity of the Property and the improvements placed thereon as former places of worship, that Grantee or any of Grantee's heirs, successors or assigns shall not use the Property for the following: (i) any public or private nuisance; (ii) any business, trade or activity which, based on applicable legal standards and local ordinances, is deemed noxious, unreasonably noisy, or offensive; (iii) the making, storing, reading, showing, viewing, playing, listening, renting, selling, transmitting, receiving or distributing of any material, regardless of form or medium, having, in Seller's sole opinion, morally offensive content appealing to prurient interest in sex; (iv) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products; (v) any form of gambling or betting; or (vi) any other conduct or condition which is illegal and is not otherwise expressly mentioned above (collectively, the "**Use Restrictions**"). The foregoing Use Restrictions shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the Property. If Grantee or any of its heirs, successors or assigns transfers the Property, Grantee and its heirs, successors or assigns shall include the Use Restrictions in the deed of such conveyance. If a violation of the Use Restrictions occurs, then Grantor may obtain an injunction enforcing the Use Restrictions and Grantor will be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement thereof. A violation of any of the Use Restrictions, or injunctive relief obtained by Grantor by reason of such breach, will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but the Use Restrictions will remain binding upon, and effective against, any owner whose title to the Property or any part thereof, is acquired by foreclosure, trustee's sale or otherwise. The Use Restrictions will terminate and be of no further force or effect upon the earlier to occur of: (a) (i) the demolition of Grantor's buildings on the Property and (ii) the transfer of any real property owned by Grantor or its affiliates that abuts the Property; and (b) the 50-year anniversary of the date of the recording of this conveyance.

EXHIBIT 15.2(iii)

ASBESTOS ACKNOWLEDGMENT & COVENANTS

GRANTEE ACKNOWLEDGES that Grantor has informed Grantee that the Property has not been tested for and cannot be confirmed to be free from asbestos. Grantee hereby releases Grantor from any liability to Grantee with regard to asbestos existing or found on the Property and Grantee hereby indemnifies, defends and holds Grantor harmless from any injury or damage to persons or property caused by or resulting from contact, directly or indirectly, with asbestos on the Property following the date of this conveyance. Upon any renovation, demolition or other occurrence requiring handling, repair or removal of asbestos or materials containing asbestos by Grantee, Grantee shall remove, cover or repair said asbestos or asbestos containing materials, at Grantee's own expense, and comply with all laws applicable to asbestos.

West Valley City Issue Paper

City Council Review

Description: Second Addendum- Community Initiative Cooperation Agreement

Fiscal Impact: 15000

Funding Source: Utah Commission on Criminal and Juvenile Justice- JAG 2023

Account #:

Budget Opening Required: ☐

Issue:

A second addendum to the Community Initiative Cooperation Agreement.

Summary:

This resolution authorizes a second addendum to the Community Initiative Cooperation Agreement with the Church of Jesus Christ concerning Operation MyHometown.

Background:

The City has been in negotiations with the Church of Jesus Christ concerning the lease and purchase of three properties. The lease and purchase agreements for those properties are on the current agenda as well. This addendum includes a transfer of responsibility for the properties leased and/or purchased by the City on the terms set forth in those agreements.

Recommendation:

Approve the addendum

Department: Community Engagement and Culture

Submitted By: Craig Thomas- Director

Date Submitted: 10/01/2025

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM TO A COMMUNITY INITIATIVE COOPERATION AGREEMENT WITH THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS.

WHEREAS, a Community Initiative Cooperation Agreement ("Agreement") was previously approved between West Valley City and the Church of Jesus Christ of Latter-Day Saints; and

WHEREAS, the Parties desire to amend the Agreement to accommodate the lease and purchase of certain properties by the City; and

WHEREAS, an addendum to the Agreement (the "Second Addendum") has been prepared for execution 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 citizens of West Valley City to authorize the execution of the Second Addendum.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City that the Second Addendum is hereby Approved, and that the Mayor is hereby authorized to execute said Second Addendum for and on behalf of West Valley City, subject to approval of the final form of the Second Addendum 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

SUMMARY OF
LEASE AGREEMENT
PN: 506-7995 & 507-6773 (Lighthouse)

This Summary of Lease Agreement (this "**Term Summary**") is a part of the Lease (defined below). Each reference in the Lease to any term in this Term Summary will have the meaning set forth in this Term Summary. If there is a conflict between the terms in this Term Summary and the Lease, the terms of the Lease will prevail.

"Execution Date":	November 1, 2025
"Landlord":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole
"Landlord's Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Steven Wallis Telephone: (801) 353-4676 Email: steven.wallis@churchofjesuschrist.org With a copy to: Lease Management Property No. 506-5518 50 E North Temple, 12th Floor Salt Lake City, UT 84150 Email: DL-FMD-West-Valley-UT-OA@churchofjesuschrist.org Telephone: (801)-964-3060
"Tenant":	**WEST VALLEY CITY CORPORATION**, a Utah municipality
"Tenant Address":	3600 Constitution Boulevard West Valley City, Utah 84119 Attn: Craig Thomas Email: craig.thomas@wvc-ut.gov
"Property":	The real property located at 3900 S 4000 W, West Valley City, UT 84119 Tax Parcel No.: 15-31-429-030-0000
"Building":	That certain building and associated improvements located on the Property, containing approximately 26,150 RSF.
"Premises":	The Property and the Building. A depiction of the Premises is attached as Exhibit A.
"Permitted Use(s)":	(i) General office use in support of the MyHometown initiative program pursuant to that certain Community Initiative Cooperation Agreement between Landlord and Tenant, as amended, (ii) City sponsored programs and activities approved in writing in advance by Landlord, as determined by Landlord in its sole and absolute discretion, and (iii) any other uses that are approved in writing in advance by Landlord, as determined by Landlord in its sole and absolute discretion.
"Term":	24 months, commencing on the Commencement Date and expiring on the Expiration Date unless Tenant completes purchase of property prior to the conclusion of the 24-month lease period and subject to the other terms of this Lease. Notwithstanding any other provisions herein to the contrary, Tenant acknowledges the requirement for decommissioning the Building by Landlord pursuant to the terms and conditions in the Purchase Agreement, and agrees that the changes to the Premises that result therefrom are permitted under this Lease and the Purchase Agreement. Further, Tenant acknowledges and agrees that occupancy of the Premises under this Lease shall not be permitted until said decommissioning work has been completed (except as otherwise approved by Landlord in Landlord's sole discretion) and that in the event that

<table>
<tr><td></td><td>the purchase and sale transaction contemplated by the Purchase Agreement is not consummated, then Tenant may have certain reimbursement obligations to Landlord in connection therewith, as set forth in the Purchase Agreement.</td></tr>
<tr><td></td><td>“Commencement Date”: November 1, 2025.
“Expiration Date”: October 31, 2027.</td></tr>
<tr><td>“Base Rent”:</td><td><table><tr><th>Period</th><th>Annual Base Rent</th><th>Monthly Base Rent</th></tr><tr><td>Months 1 – 12</td><td>$24,000</td><td>$2,000</td></tr><tr><td>Months 13 – 24</td><td>$24,000</td><td>$2,000</td></tr></table></td></tr>
<tr><td>“Tenant’s Proportionate Share”:</td><td>100%</td></tr>
<tr><td>“Additional Rent”:</td><td>Tenant responsible for all utilities, maintenance, repairs, and operating expenses as a NNN lease</td></tr>
</table>

Exhibits and Schedules	
Schedule 1	Definitions
Exhibit A	Depiction of the Premises
Exhibit B	Allocation of Maintenance and Repair Obligations

(end of summary)

LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of the Execution Date, by and between Landlord and Tenant, in consideration of the mutual covenants contained herein.

1. BASIC TERMS AND DEFINITIONS. Capitalized terms used in this Lease will have the meaning given to them in this Lease and **Schedule 1**.

2. LEASE; CONDITION OF PREMISES.

2.1 Landlord, as seller, and Tenant, as buyer, are parties to that certain Purchase and Sale Agreement dated November 1, 2025 (the "**Purchase Agreement**"). In furtherance of the terms and conditions set forth in the Purchase Agreement, the parties have agreed that Landlord leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, subject to the terms and conditions of this Lease.

2.2 Subject to Section 2.3, Tenant agrees that the Premises are in good and tenantable condition, and accepts the Premises and all aspects thereof in "AS-IS," "WHERE-IS" condition and "WITH ALL FAULTS," and waives any implied warranty of habitability, merchantability or fitness for a particular use or purpose related to the Premises. Tenant agrees that Landlord and any person acting on behalf of Landlord has not made, and Landlord disclaims, any warranty, promise, guarantee, and/or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning the Premises in any manner whatsoever.

3. TERM. The Term will commence on the Commencement Date and expire on the Expiration Date. If the Commencement Date falls on a day other than the first day of a calendar month, then the Term will be for the number of full months or years stated in the Term Summary, plus the period from the Commencement Date to the end of the calendar month in which the Commencement Date occurs, and the Rent for the initial partial month will be prorated. Notwithstanding the foregoing, this Agreement will terminate prior to scheduled Expiration Date should the following occur:

3.1 Tenant elects to purchase the Premises pursuant to the Purchase Agreement, in which case this Lease will automatically terminate on the date Tenant acquires fee simple title to the Property; or

3.2 Tenant elects to terminate the Purchase Agreement pursuant to an existing termination right under the Purchase Agreement, in which case this Lease will automatically terminate on the date described in Tenant's termination notice sent pursuant to the Purchase Agreement; or

3.3 Landlord elects to terminate the Purchase Agreement pursuant to an existing termination right under the Purchase Agreement, in which case this Lease will automatically terminate on the date described in Landlord's termination notice sent pursuant to the Purchase Agreement.

Should any of the events described in Section 3.1, 3.2, or 3.3 occur, the Lease will terminate on the described date, except for those terms and conditions herein which survive termination.

4. RESERVED.

5. RENT; DUE DATE; LATE FEE; INTEREST.

5.1 Tenant will pay the Base Rent for the first month of the Term (or for the initial partial month if the Term commences on a day other than the first day of a calendar month) on the Commencement Date. Tenant will thereafter pay its monthly Base Rent installments on or before the first (1st) day of each month during the Term at Landlord's Address without deduction, demand, or set off. Tenant will pay the Base Rent on a net lease basis, such that Tenant will pay all operating and insurance costs and real property taxes as attributable or allocable to the Premises through Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance and the costs of utilities. If any installment of Base Rent is not received by Landlord within five (5) calendar days after the date it is due, Tenant will pay the Late Fee. In addition, if any Base Rent or other sum due from Tenant to Landlord is not received by Landlord

within ten (10) calendar days after the date the same is due, interest will accrue on the unpaid amount from the date it is due through the date of actual payment at the rate of twelve percent (12.0%) per annum.

5.2 As contemplated in the Purchase Agreement, all Base Rent payments made by Tenant under this Lease will be applied to the total purchase price of the Premises should Tenant elect to purchase the Premises pursuant to the Purchase Agreement. If, however, Tenant elects not to purchase the Premises, or if this Agreement terminates and Tenant has not purchased the Premises by such time, then Landlord will retain all Base Rent payments.

6. RESERVED.

7. PERMITTED USE.

7.1 Tenant may use the Premises for the Permitted Use and for no other use whatsoever. Landlord makes no representation or warranty as to the suitability of the Premises for Tenant's intended use. Tenant will comply with all present and future Laws relating to Tenant's use or occupancy of the Premises, including obtaining and maintaining, at its sole cost and expense, any and all licenses, permits, and approvals necessary or appropriate for its use, occupation and operation of the Premises for the Permitted Use, and will make any repairs, alterations or improvements to the Building and Premises as required to comply with all such Laws to the extent that such Laws relate to or are triggered by: (a) Tenant's particular use of the Premises, or (b) any Alterations. Tenant will not do, bring, keep or sell anything in or about the Premises that is prohibited by, or that will cause a cancellation of or an increase in the existing premium for, any insurance policy covering the Building or any part thereof. Tenant will not permit the Premises to be occupied or used in any manner that will constitute waste or a nuisance, or disturb the quiet enjoyment of or otherwise unreasonably disturb other tenants in the Building or other occupants within the Property.

7.2 Tenant will not do or allow any of the following acts to be done or conditions to exist upon the Premises: (a) any public or private nuisance; (b) the sale or promotion, distribution or use of alcoholic beverages, marijuana, tobacco products, or illicit drugs; (c) the sale, rental, display, or distribution of any sexually explicit or morally inappropriate (as determined by Landlord in its sole discretion) or pornographic, lewd, obscene, or adult-oriented material or sexual acts; (d) gambling; (e) any smoking (including, without limitation, cigarettes, cigars, pipes, or e-cigarettes) within the Building or on the Property; (f) any use or occupancy by a federal governmental entity or federal governmental contractor, subcontractor, recipient, or subrecipient; and/or (g) the occupancy of any business or entity that is publicly directly associated with any of the following: (i) reproductive/abortion rights and counseling, such as planned parenthood; (ii) the production and sale/distribution of alcoholic beverages (including in powder form), including, without limitation, brewing companies, distillers, bottlers, wineries, and powdered alcohol manufacturers; (iii) the production, sale or distribution of marijuana; (iv) the production or manufacturing of tobacco products or e-cigarettes; (v) the production, publication, or distribution of sexually explicit or exploitive, pornographic, or adult-oriented material, including, without limitation, movies, videos, DVDs, magazines, photographs, video games, books, or internet sites, and the technological evolution of the same; and (vi) gambling or adult-gaming, such as casinos and on-line gambling.

7.3 As a material condition of this Lease, Tenant represents and warrants that: (1) it is not a federal governmental entity or instrumentality, nor that the Premises will be used to support a federal government contract or subcontract whereby the Tenant would be considered a federal government contractor or subcontractor in the context of this Lease, (2) this Lease is not, and will not be, or considered to be, a federal governmental contract, subcontract or third party contract, and (3) by entering into this Lease Landlord does not become a subrecipient, a subgrantee, a project participant, or a third party contractor or subcontractor. In the event, (a) this Lease is considered or alleged to be a federal government contract, subcontract or third party contract, or (b) Landlord is considered or alleged to be a subrecipient, a subgrantee, a project participant, a third party contractor, or a federal government contractor or subcontractor under federal contracting law, or (c) if due to this Lease Landlord, the Premises or the Building become or is alleged to become subject to any federal laws, statutes, rules or regulations to which the Premises or the Building are not currently subject, including, without limitation, any civil rights statutes, such as Title VI and VII of the Civil Rights Act, Executive Order 11246, as amended, 29 U.S.C. Section 793, et seq., 38. U.S.C. Section 4212, et. seq., 41 U.S.C. Section 601, et. seq., or the regulations promulgated in 41 C.F.R. 60-1 or 41 C.F.R. 60-2, and/or any other laws, rules, or regulations that would impose any obligation on Landlord to comply with any affirmative action, equal opportunity, or similar program required of federal or state government contractors and subcontractors arising from this Lease, the relationship with Tenant or Tenant's use of the Premises, Tenant will be in default of this Lease and

this Lease will, at the option of Landlord, terminate. Notwithstanding the above, Landlord, in its sole and absolute discretion, will have the right to waive such default and/or the termination of the Lease. Nothing herein will prevent Landlord from pursuing any other rights or remedies that it may pursue in the event of a default of this Lease.

8. COMPLIANCE WITH LAWS. Tenant will conduct business in the Premises only in compliance with the Permitted Use. Tenant will comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act, building codes, and safety and fire codes, regarding the operation of Tenant's business and the use and occupancy of the Premises. Tenant will promptly provide Landlord with copies of any notices it receives regarding any alleged violation of law.

9. MAINTENANCE AND REPAIR. Landlord and Tenant will perform their respective operations, maintenance, repair and replacement obligations with respect to the Property, Building, and Premises as set forth in **Exhibit B**. Tenant will perform its operations, maintenance, repair and replacement obligations in a good and workmanlike manner and in a first-class condition. All landscape maintenance shall be done in accordance with Landlord's current Scope of Work, standards, and policies, copies of which have been shared with Tenant. Tenant will pay the cost of repairs for damage occasioned by Tenant's use of the Premises or the Property or any act or omission of Tenant or Tenant Parties or its guests and invitees, and such costs to be billed to Tenant. The costs incurred by Landlord to maintain and repair the Building as set forth in the Lease will be included as part of the Operating Expenses. As a material part of the consideration for this Lease, Tenant hereby waives any benefits of any applicable existing or future Law that allows a tenant to make repairs at its landlord's expense. If Landlord conducts, or pays for the cost of, any repairs for damage occasioned by Tenant's use of the Premises or the Property or any act or omission of Tenant or Tenant Parties, Landlord will have the right to charge an additional five percent (5%) to the costs and expenses incurred by Landlord to cover Landlord's administrative costs and expenses.

9.2 Notwithstanding the provisions of this Lease, if Landlord, in its sole opinion, determines that repairs that are Tenant's responsibility under this Lease are immediately necessary to avoid possible injury, harm, loss, or damage to persons or property, Landlord may but will not be obligated to, make repairs to such items at Tenant's expense. Within ten (10) days after Landlord renders a statement for the costs of the repairs, Tenant will reimburse Landlord.

10. UTILITIES. Landlord will make available to the Premises reasonable amounts of electricity, water, heat and air-conditioning, and sewer and water service to any restrooms and/or break rooms in the Premises. The parties agree that should there occur an interruption, diminishment or termination of any utility service(s) due to causes beyond the reasonable control of Landlord, and Tenant cannot operate within the Premises for the Permitted Use, Tenant's sole and exclusive remedy will be an abatement of Base Rent proportionate to the degree of such interference, commencing as of the third (3rd) consecutive business day of such Service Failure and ceasing upon the earlier of the date the Service Failure ceases or Tenant recommences operations within the Premises.

11. RESERVED.

12. LIENS. Tenant will keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Tenant, and Tenant will indemnify, hold harmless and defend Landlord from any liens that may be placed on the Premises and/or the Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Tenant. Any such liens must be released of record within thirty (30) days. If any such lien attaches to the Premises or the Property, and Tenant does not cause the same to be released, Tenant will reimburse Landlord for all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same including interest at the rate of eighteen percent (18.0%) per annum within ten (10) days after written notice from Landlord to Tenant setting forth the amount of such costs and expenses

13. INSURANCE.

13.1 Tenant's Insurance.

(a) Tenant will maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence basis with limits of not less than Two Million Dollars ($2,000,000.00)

each occurrence; Four Million Dollars ($4,000,000.00) annual general aggregate. Tenant's liability insurance policy or policies will: (1) include premises and operations liability coverage; (2) provide that the insurance company has the duty to defend all insureds under the policy (separation of insured language will not be modified); (3) provide that defense costs are paid in addition to and do not deplete any of the policy limits; and (4) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises or the Property. Landlord and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, will be listed as additional insureds. All endorsements creating such additional insured status will be acceptable to Landlord and at least as broad as additional insured endorsement form number CG 20 11 01 96.

(b) Tenant will at all times maintain in effect with respect to any Alterations and Tenant's goods, inventory and personal property, commercial property insurance (cause of loss – special form) (formerly "all-risk") providing coverage for one-hundred percent (100%) of the full replacement cost of the covered property. During the Term, the proceeds from any such policies of insurance will be used for the repair or replacement of the Alterations and Tenant's goods, inventory and personal property so insured. Landlord will have no obligation to carry insurance on any Alterations or Tenant's goods, inventory and personal property.

(d) Beginning on the date Tenant is given access to the Premises for any purpose, which could be prior to the Commencement Date, and continuing until expiration of the Term, as it may be extended, Tenant will procure, pay for and maintain in effect Workers' Compensation Insurance for all of its employees who work at or visit the Premises and Employers Liability Insurance in accordance with applicable Laws.

(e) Beginning on the Commencement Date and continuing throughout the Term, Tenant will maintain a policy of business income and extra expense insurance (providing rental coverage) policy providing equivalent coverage covering at least a twelve (12) month period.

(f) Each policy of insurance required under this **Section 13** will: (1) be in a form, and written by an insurer, acceptable to Landlord, (2) be maintained at Tenant's sole cost and expense, and (3) except for workers' compensation insurance, be endorsed as primary and non-contributing with the policies of Landlord being excess, and secondary; and (4) be issued by insurance companies that have rating classifications of "A" or better and financial size category ratings of "VIII" or better according to the latest edition of the A.M. Best Key Rating Guide. All insurance companies issuing such policies will be licensed to do business in the state where the Property is located. Tenant will provide to Landlord, upon request, evidence that the insurance required to be carried by Tenant pursuant to this **Section 13**, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid.

(g) Prior to occupancy of the Premises by Tenant, and not less than thirty (30) days prior to expiration of any policy thereafter, Tenant will furnish to Landlord a certificate of insurance in the form of: (a) ACORD™ Form 25 (2010/05) (or its replacement) *Certificates of Liability Insurance* for liability coverages accompanied by the endorsement form CG 20 11 01 96 showing the required additional insureds satisfactory to Landlord in substance and form, and (b) ACORD™ Form 28 (or its replacement) *Evidence of Property Insurance* for property coverages. Tenant will provide Landlord with thirty (30) days' prior written notice of the modification, non-renewal or cancellation of Tenant's insurance policies.

13.2 Insurance Coverage During Construction. During the period of any construction on, in or about Premises by, through or under Tenant, Tenant will obtain, or require its contractor(s) to obtain, and thereafter maintain so long as such construction activity is occurring, at least the following minimum insurance coverage, in addition to those coverages set forth in **Section 13.1**:

(a) Independent Contractor's Liability with the same coverage as in (1) above.

(b) Products/Completed Operations Coverage which will be kept in effect for two (2) years after completion of work.

(c) "XCU" Hazard coverage, if applicable.

14. WAIVER OF SUBROGATION. To the fullest extent permitted by Law, Landlord and Tenant hereby waive and will cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's FF&E, leasehold improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance will be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

15. ALTERATIONS, IMPROVEMENTS AND REPAIRS. Tenant will not make Alterations without first obtaining the written consent of Landlord in each instance, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's consent will not be required for any Cosmetic Alterations. Prior to commencing Alterations that require Landlord's consent, Tenant will furnish Landlord with plans and specifications, names of its contractors, and evidence of contractor's and subcontractor's insurance. Alterations will be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord. Tenant will reimburse Landlord for any reasonable out-of-pocket sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations, at a cost not to exceed $500.00. Any and all Alterations and repairs made by Tenant will become property of Landlord upon expiration or earlier termination of this Lease, unless otherwise agreed to between the parties. Upon Tenant's removal of any Alteration or improvement, Tenant will repair any damage to the Premises caused by such removal, ordinary wear and tear excepted.

16. ENTRY BY LANDLORD. Upon reasonable oral or written notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises at all reasonable times to determine whether the Premises are in good condition, to determine whether Tenant is complying with its obligations under this Lease, to perform any maintenance, repair or structural enhancement of the Premises or the Building that Landlord has the right or obligation to perform, to install or repair improvements for other tenants where access to the Premises is required for such installation or repair, to serve, post or keep posted any notices required or allowed under the provisions of this Lease, to show the Premises to prospective brokers, agents, buyers, transferees, mortgagees or tenants, or to do any other act or thing necessary for the safety or preservation of the Premises or the Building. Entry by Landlord will not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

17. NO ASSIGNMENT OR SUBLETTING.

17.1 Tenant will not Transfer this Lease nor any part of the Premises, without the prior written consent of Landlord, which will not be unreasonably withheld. If Tenant is a business entity, any direct or indirect transfer of fifty percent (50%) or more of the ownership interest of the entity (whether in a single transaction or in the aggregate through more than one transaction) will be deemed a Transfer. Notwithstanding any provision in this Lease to the contrary, Tenant will not mortgage, pledge, hypothecate, grant a collateral assignment of or security interest in, or otherwise encumber all or any portion of Tenant's interest under this Lease. If a Transfer is not effectuated into within one hundred twenty (120) days after Landlord consents to such Transfer, Landlord's consent will expire and Tenant will need to re-obtain Landlord's consent to the Transfer.

17.2 No consent by Landlord to any Transfer will relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment, subletting or other Transfer. Each Transferee will be jointly and severally liable with Tenant (and Tenant will be jointly and severally liable with each Transferee) for the payment of Rent (or, in the case of a sublease, rent in the amount set forth in the sublease) and for the performance of all other terms and provisions of this Lease. The consent by Landlord to any Transfer will not relieve Tenant or any such Transferee from the obligation to obtain Landlord's prior written consent to any subsequent Transfer by Tenant or any Transferee. The acceptance of Rent by Landlord from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer.

17.3 Concurrently with submitting each request for Landlord's consent to any Transfer, Tenant will pay Landlord an administrative review fee of Five Hundred Dollars ($500.00). In addition to the administrative review fee, Tenant will pay to Landlord on demand all costs and expenses (including reasonable consultant's fees and Legal Costs) incurred by Landlord in connection with reviewing or consenting to any proposed Transfer. The administrative review fee and other costs are payable in connection with any request for consent to, or any waiver of Landlord's rights in connection with, any security interest in any of Tenant's FF&E at the Premises.

17.4 Tenant hereby absolutely and irrevocably assigns to Landlord all rights to receive rent and other consideration from any sublease and agrees that Landlord, as assignee or as an attorney-in-fact for Tenant for purposes hereof, or a receiver for Tenant appointed on Landlord's application may (but will not be obligated to) collect such rents and other consideration and apply the same toward Tenant's obligations to Landlord under this Lease; provided, however, that Landlord grants to Tenant at all times prior to occurrence of any breach or default by Tenant a revocable license to collect such rents (which license will automatically and without notice be and be deemed to have been revoked and terminated immediately upon any event of default).

18. DAMAGE OR DESTRUCTION.

18.1 In the event the Premises are damaged or destroyed by fire or other casualty (i) to the extent that the cost of repairing or replacing same will exceed fifty percent (50%) of the then replacement value thereof, or (ii) during the last two (2) years of the then current Term and to the extent that the cost of repairing or replacing same will exceed twenty percent (20%) of the then replacement value thereof, or (iii) at any point it is determined that restoration of the Premises will take more than one hundred eighty (180) days from the date of such casualty; then, in any such event, Landlord may, within thirty (30) days after each such determination, terminate this Lease upon written notice to the other party, in which event (a) Tenant will be unconditionally obligated to transfer or assign to Landlord all insurance proceeds, if any, arising from such casualty event that relate exclusively to capital improvements and fixtures, and (b) this Lease will be deemed terminated and neither party will have any further obligations hereunder except those that expressly survive termination of this Lease hereunder.

18.2 Unless Landlord terminates this Lease as permitted herein after a casualty event, (i) Landlord will complete the Landlord Restoration Work, (ii) Tenant will be responsible for the replacement of Tenant's FF&E and Alterations, and (iii) Tenant will be responsible for the Tenant Restoration Work. The insurance proceeds received by Landlord on the Building and received by Tenant on any of the leasehold improvements for the Premises (but excluding insurance proceeds for Tenant's FF&E) will be held in trust by each respective party for the purpose of completing the Landlord Restoration Work and the Tenant Restoration Work. For the avoidance of doubt, Tenant will be solely responsible for the cost to replace or repair Tenant's FF&E and Alterations installed by Tenant (including any Alterations installed as part of Tenant's Work). The net available insurance proceeds received by Landlord (less any amount retained by Landlord's lender) and Tenant will then be proportionally allocated by Landlord and Tenant in good faith between the Landlord Restoration Work and the Tenant Restoration Work based on estimated expenses. If Landlord does not have sufficient insurance proceeds available to complete the Landlord Restoration Work, then Landlord can elect to terminate this Lease by written notice to Tenant within thirty (30) days after Landlord's determination that such insurance proceeds are insufficient.

18.3 In the event this Lease is terminated pursuant to this **Section 18**, Base Rent and Additional Rent will be prorated from the date of such casualty event through the date of termination. In the event this Lease is not terminated, then the Base Rent and Additional Rent will be equitably abated based on the rentable square footage of the Premises which is unusable, from the date of the casualty event until such time as the Landlord Restoration Work is Substantially Complete.

19. CONDEMNATION.

19.1. If the Premises, or any portion thereof, is taken by condemnation, this Lease will terminate as to that portion of the Premises that is taken as of the earlier of (i) the date that title to the Premises taken is vested in the condemning authority or (ii) the Date of Condemnation. If the portion of the Premises remaining after the condemnation is unsuitable for Tenant's continued use as reasonably determined by the parties, then Tenant may terminate this Lease upon thirty (30) days' written notice to Landlord after the Date of Condemnation. If the entire Premises is not taken and the Lease is not terminated by Tenant as provided herein, this Lease will remain in effect and Landlord will diligently proceed to repair and restore the Premises to an architecturally complete office space; provided, however, that Landlord's obligations to so repair and restore will be limited to the amount of any award received by Landlord and not required to be paid to any mortgagee. Landlord will not be obligated to repair or replace any Alterations, improvements, trade fixtures or Tenant's goods, inventory and personal property, which will be Tenant's responsibility. From and after the Date of Condemnation, Tenant will not be obligated to pay any Base Rent or Additional Rent applicable to such portion of the Premises taken based upon the percentage of rentable square feet

in the Premises so taken from and after the Date of Condemnation; provided that Tenant will continue to pay Base Rent or Additional Rent without any abatement for any portion of the Premises that is not taken.

19.2 The entire award or compensation in any such condemnation proceeding, whether for a total or partial taking or for diminution in the value of the fee, will belong to and be the property of Landlord; provided, however, Tenant may pursue an award from the condemning authority for such compensation as may be separately awarded by the condemning authority to Tenant and Tenant's right to receive compensation or damages from the condemning authority for its fixtures and personal property will not be affected by any award or compensation paid to Landlord, so long as Landlord's award is not diminished.

20. SURRENDER AT END OF TERM; HOLDING OVER. On the last day of the Term (or Renewal Term if applicable) or upon the earlier termination of this Lease or Tenant's right of possession, Tenant will remove Tenant's FF&E from the Premises and quit and surrender the Premises to Landlord, broom clean, and in as good order, condition and repair as at the time Tenant took possession thereof, ordinary wear and tear excepted. If Tenant fails to remove any of Tenant's FF&E at the time of termination of this Lease or Tenant's right to possession is terminated, Landlord, at Tenant's sole cost and expense, will be entitled (but not obligated) to remove and store such property. Tenant will pay Landlord, upon demand, the expenses and storage charges incurred by Landlord as a result thereof. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, and Tenant remains in the Premises, Tenant's occupancy will be subject to all of the terms and provisions of this Lease, and Tenant will pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the sum of the Base Rent and any Additional Rent due for the period immediately preceding the holdover, unless Tenant and Landlord enter a written agreement with respect to such holdover term.

21. TENANT DEFAULT AND LANDLORD REMEDIES.

21.1 Tenant will be in default if: (a) Tenant fails to pay any monetary obligation within five (5) days after the date payment was due; (b) Tenant fails to perform any other obligation required of Tenant under this Lease within thirty (30) days after written notice from Landlord thereof, except that if curing such failure will reasonably require more than thirty (30) days, Tenant will have a reasonable time to perform such cure (not to exceed ninety (90) days) so long as Tenant commences its cure within thirty (30) days after the written notice and thereafter diligently pursues the cure to completion; (c) proceedings in bankruptcy are instituted by Tenant as debtor, or proceedings in bankruptcy are instituted against Tenant and such proceedings are not dismissed within sixty (60) days of the filing thereof; or (d) Tenant becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due, or forfeits or loses its right to conduct business.

21.2 Upon default, Tenant's right to possession will cease and Landlord will have the option to pursue all remedies available at law or in equity, including any one or more of the following remedies without any notice (except as expressly stated in the immediately preceding paragraph):

(a) Terminate Tenant's possession of the Premises by any lawful means, with or without terminating this Lease. Any termination will not affect Landlord's right to damages as described herein or as allowed by Law. Tenant will immediately surrender possession of the Premises to Landlord. In such event, Landlord will be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, without limitation, (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and any other charges which had been earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant affirmatively proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent and other charges which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant affirmatively proves Landlord could have reasonably avoided; (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, and the Costs of Reletting; and (v) all other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable Law. As used in subparts (i) and (ii) above, the "worth at the time of the award" will be computed by allowing interest on unpaid amounts at the rate of ten percent

(10%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

(b) Upon termination of Tenant's right to possession of the Premises, in compliance with applicable Law, remove Tenant, Tenant's FF&E and any parties occupying the Premises. Landlord may (but will not be obligated to) relet all or any part of the Premises, without notice to Tenant, for such period and on such terms and conditions (which may include concessions, free rent and improvement allowances) as Landlord in its absolute discretion will determine. Landlord may collect and receive all rents and other income from the reletting. Tenant will pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. The re-entry or taking of possession of the Premises will not be construed as an election by Landlord to terminate this Lease. If the Premises or any part thereof is re-rented together with other space, only that rent attributable to the Premises or part so rented will be applied toward Tenant's Rent obligation under this Lease.

(c) Maintain Tenant's right to possession, in which case this Lease will continue in effect (whether or not Tenant will have abandoned the Premises), and Landlord will be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due. If Landlord desires to re-enter the Premises, Landlord will notify Tenant and Tenant will peacefully vacate the Premises and remove Tenant's fixtures, furnishings, equipment, and personal property from the Premises within ten (10) days after Landlord's notice and grant Landlord the right to enter and possess the Premises. Landlord's re-entry into the Premises will not be deemed a surrender of the Premises by Tenant, an acceptance of the Premises by Landlord, a termination of the Lease, nor constructive eviction of Tenant. If Tenant fails to peacefully vacate the Premises after receipt of Landlord's notice exercising its rights under this paragraph, Landlord may obtain an order of restitution pursuant to applicable Laws. In such an event, Tenant hereby unconditionally stipulates to the order of restitution and waives any and all defenses and claims to the contrary and agrees that Landlord may obtain the order of restitution through summary proceedings.

(d) Pursue any other remedy now or hereafter available to Landlord under the Laws or judicial decisions of the state in which the Premises is located. The rights specifically described in this Section will not limit Landlord's right to correct by injunctive relief or recover damages for any and all detriment proximately caused by Tenant's default under this Lease or which would be likely to result from such default in the ordinary course.

In addition to the foregoing, if Tenant is in default of any of its non-monetary obligations under the Lease after the notice and cure periods required hereunder, Landlord will have the right to perform such obligations. Tenant will reimburse Landlord for the reasonable out-of-pocket cost of such performance upon demand, together with an administrative charge equal to 15% of the cost of the work performed by Landlord. The repossession or re-entering of all or any part of the Premises will not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord will be exclusive of any other right or remedy. Each right and remedy will be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at law or in equity.

The subsequent acceptance of Rent hereunder by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No waiver by Landlord of any breach hereof will be effective unless such waiver is in writing and signed by Landlord.

22. LANDLORD DEFAULT AND TENANT REMEDIES. If Landlord fails to perform any of its obligations under the Lease, Tenant may give written notice to Landlord. Landlord will be in default of this Lease if Landlord receives written notice of any failure to perform and Landlord fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord will not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursues such non-performance to completion. In the event of a default by Landlord, Tenant, at its option, without further notice or demand and as its sole and exclusive remedies, may: (i) pursue the remedy of specific performance or injunction; or (ii) seek declaratory relief; or (iii) pursue an action for actual and direct damages for loss. Notwithstanding anything herein to the contrary, Landlord will not be subject to consequential, indirect, expectation, punitive, or special damages, such as damages resulting from loss of business or revenue. Nothing herein

contained will relieve Landlord from its obligations hereunder, nor will this Section be construed to obligate Tenant to perform Landlord's repair obligations.

23. ATTORNEY FEES AND OTHER COSTS; JURY WAIVER. In the event of a default by either party under this Lease, the defaulting party agrees to pay all costs and expenses incurred by the non-defaulting party as a result of the default or to enforce its remedies for default hereunder, including, without limitation, court costs, expert witness fees, and reasonable attorneys' fees. LANDLORD AND TENANT HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ALLEGING A BREACH OF THIS LEASE OR SEEKING AN INTERPRETATION HEREOF OR ANY RELIEF HEREUNDER.

24. ESTOPPEL CERTIFICATES. Within twenty (20) days after receipt of a written request from Landlord, Tenant will execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested (including a mortgagee or prospective purchaser). Such estoppel certificate will include a certification as to the status of this Lease, the existence of any defaults, the amount of Rent that is due and payable, and such other information as Landlord may reasonably request.

25. INDEMNIFICATION; RELEASE.

25.1 Landlord and Landlord Parties will not be liable to Tenant or Tenant Parties for (a) any loss, harm, or damage to any property (including Tenant's FF&E) in or about the Premises or the Building from any cause whatsoever, (including, without limitation: defects in the Building or in any equipment in the Building; fire, explosion or other casualty; bursting, rupture, leakage or overflow of any plumbing or other pipes or lines, sprinklers, tanks, drains, drinking fountains or wash stands in, above, or about the Premises or the Building; or acts of other tenants in the Building), or (b) any loss, theft, release or disclosure of any data or information (in physical or electronic form) from the Premises or Tenant's business operations within the Building or on the Property. In addition, Landlord and the Landlord Parties will not be liable to Tenant or Tenant Parties for any bodily injury in or about the Premises or the Building from any cause (including the acts of other tenants or their agents, servants, contractors, employees, guests or invitees). Tenant hereby releases and waives all Claims against Landlord and Landlord Parties for any such loss, harm, damage, injury, theft, release, and/or disclosure and the cost and expense of defending against such Claims, provided that Tenant does not release Landlord from any Claims for loss, harm or damage to any property (including Tenant's FF&E) arising from the gross negligence or intentional misconduct of Landlord or Landlord's employees acting within the scope of their employment or for bodily injury arising from the sole negligence or intentional misconduct of Landlord or Landlord's employees acting within the scope of their employment. In no event, however, will Landlord or the Landlord Parties be liable to Tenant or Tenant's Representatives for any punitive, special, exemplary, indirect, or consequential damages or damages for loss of business by Tenant.

25.2 Tenant will indemnify, defend and hold Landlord and Landlord Parties harmless for, from and against Claims arising from (a) the acts or omissions of Tenant or Tenant Parties or its guests and invitees in or about the Property or the Building, or (b) Tenant's use or occupancy of and operations upon the Property, Building, and Premises, or (c) any construction or other work undertaken by Tenant on the Premises (including any design and construction defects), or (d) any breach or default under this Lease by, through, or under Tenant, or (e) any accident, injury, harm, loss, or damage to any person or property, occurring in or about the Premises during the Term regardless of the cause, including, but not limited to, any environmental injury, harm and/or contamination; except that Tenant does not indemnify Landlord from any Claims for bodily injury solely arising from the direct negligent acts of Landlord or Landlord's employees acting within the scope of their employment. Subject to Tenant's indemnification obligations above, Landlord will indemnify, defend and hold Tenant harmless from and against Claims solely arising from the direct negligent acts or omissions of Landlord resulting in any harm or injury to persons in or about the Property; except that Landlord does not indemnify Tenant from any Claims for bodily injury arising in any degree from the acts or omissions of Tenant, Tenant Parties or its guests and invitees. Tenant's indemnification obligation is independent of Tenant's obligation to maintain insurance, and the minimum limits on Tenant's insurance coverage set forth in this Lease will not limit the Tenant's indemnification obligations under this Lease.

25.3 The obligations of the parties under this **Section 25.3** (a) are independent of, and will not be limited by, each other or any insurance obligations set forth in this Lease or comparative negligence statutes or principles or damages or benefits payable under workers compensation or other employee benefit acts, and (b) will survive the expiration or earlier termination or this Lease until such time as all related Claims against the benefited parties are

fully and finally barred by applicable Laws. All applicable Laws affecting the validity or enforceability of any portion of the waivers, releases and indemnities contained in this **Section 25** are made a part of this **Section 25**, and will operate to amend such obligations to the minimum extent necessary to bring the provisions into conformity with applicable Laws and cause the provisions, as modified, to continue in full force and effect.

26. NOTICES. Any notice or demand required or permitted hereunder will be: (i) given in writing; (ii) delivered by hand delivery, U.S. certified mail, overnight delivery service (e.g., FedEx); and (iii) deemed effectively given on the earliest of: (a) the date delivered, (b) the third business day after deposit of certified mail, postage prepaid, with the United States Postal Service, (c) the next business day after mailing by overnight delivery service, or (d) the date delivery is refused by the intended recipient. No notice hereunder may be effectively given by text message. Each notice is to be addressed to the parties at the addresses set forth in the Term Summary.

27. NO WAIVER. Neither party's failure to enforce or delay in enforcing any obligation of the other party under this Lease will waive or impair that party's right to enforce any obligation that remains unperformed or any subsequently maturing obligation by the non-performing party.

28. INTEGRATION. This Lease and any exhibits and schedules, if any, attached and forming a part of this Lease, set forth all the covenants, promises, agreements, conditions, and understandings, between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding upon Landlord or Tenant unless reduced to writing and signed by both of them.

29. SEVERABILITY. If any provision of this Lease or its application to any person or circumstance is held to be invalid or unenforceable by any tribunal having jurisdiction of the matter, the remainder of this Lease and the application of the provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable will not be affected and the invalid or unenforceable provision will be interpreted, modified and/or applied to the person or circumstance as to most nearly carry out the original intent of the parties and still be enforceable.

30. TIME OF ESSENCE. Time is of the essence in the interpretation and enforcement of this Lease.

31. NO RECORDING. Neither this Lease nor any memorandum thereof will be recorded in any public real estate records.

32. SIGNAGE. Except for installing Tenant's standard and customary signage on the exterior building (in a location mutually agreed upon between the parties), Tenant will not install any signs, advertisements or notices on the windows, doors, walls or other parts of the Building, except those approved in advance and in writing by Landlord.

33. QUIET ENJOYMENT. Landlord covenants that if Tenant timely pays the rent and performs all of the terms of this Lease, Tenant will peaceably and quietly enjoy and possess the Premises throughout the Term (and any Renewal Term(s)), subject only to the conditions set forth in this Lease.

34. GOVERNING LAW; NO PRESUMPTION. The Laws of the state where the Premises are located will govern the validity, performance, and enforcement of this Lease. The terms and provisions of this Lease represent the results of negotiations between Landlord and Tenant, each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease must be interpreted and construed in accordance with their usual and customary meanings, and Landlord and Tenant each waive the application of any rule of law that ambiguous or conflicting terms or provisions contained in this Lease are to be interpreted or construed against the party who prepared the executed Lease or any earlier draft.

35. BROKERS. Landlord and Tenant warrant and represent to each other, which warranty will survive the expiration or termination of this Lease, that in the negotiating or making of this Lease, neither party nor anyone acting on its behalf has dealt with any broker or finder who might be entitled to a fee or commission for this Lease. Landlord and Tenant will indemnify, defend, and hold each other harmless from any claims asserted by any other broker or finder for a fee or commission based upon any dealings with or statements made by the representing party.

36. AUTHORITY. Each individual executing this Lease represents and warrants that: (i) if the individual is executing this Lease for and in behalf of an entity or organization, all requisite corporate and/or legislative approvals have been secured and obtained, and that he/she has been duly authorized to execute this Lease in the capacity and for the entity set forth where he/she signs and to bind the entity or organization; and (ii) if the individual is executing this Lease for and in behalf of himself or herself, the individual has the requisite legal capacity, and has the requisite legal age, to enter into this Lease, and this Lease will be binding on the individual.

37. NO RELATIONSHIP. The parties expressly disclaim and disavow any partnership, joint venture, fiduciary, agency, employment status, or relationship between them and expressly affirm that they have entered into this Lease as part of an "arms-length" transaction. No party will have the right to act as an agent for another party, and each is solely responsible for its respective expenses, liabilities, and obligations.

38. INTERPRETATION. Wherever the context requires in construing of this Lease, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular.

39. COUNTERPARTS. This Lease may be signed in counterparts and transmitted electronically. Each counterpart will be deemed to be an original, but all separate counterparts will together constitute one and the same instrument. Electronic signatures and copies of signatures will be deemed originals.

40. INDEPENDENT COVENANTS/CONTROLLING NATURE OF LEASE. The parties agree that the terms and conditions of the Lease define and control their relationship and obligations regarding the Premises, the Building, and the Property. This Lease will be construed as though the covenants of Tenant are independent and Tenant hereby expressly waives the benefit of any Laws to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant will not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord (unless that right is expressly set forth herein). Notwithstanding the foregoing, Tenant may notify Landlord of any default and if such default is not cured within the prescribed cure period, Tenant may thereafter commence a separate action against Landlord for a violation of Landlord's obligations hereunder. In addition, Tenant hereby waives any benefits of any applicable existing or future Laws that may permit the termination of this Lease due to any Service Failure or other interruption or failure of any utility or other service, or due to any damage or destruction to or partial taking of the Premises or the Building under any circumstances.

[*Signatures on following page*]

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

LANDLORD:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole

By: _____

Name: _____

Its: Authorized Agent

TENANT:

WEST VALLEY CITY CORPORATION,
a Utah municipality

By: _____

Name: Karen Lang

Its: Mayor

ATTEST:

_____
City Recorder

Approved as to form 10/1/2025
Brandon Hill

SCHEDULE 1
DEFINITIONS

1.1. **Affiliate** – Any corporation, person or other entity that, directly or indirectly controls, is controlled by, or is under common control with Tenant or Landlord, as the case may be, or to any corporation or other entity resulting from a merger or consolidation with Tenant or Landlord, as the case may be. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

1.2. **Alterations** – Any additions, alterations, improvements, modifications, or changes to the Premises (including installation of any security system or telephone or data communication writing), other than Tenant's Work and Landlord's Work, as applicable.

1.3. **Claims** (individually, a "**Claim**") – All foreseeable and unforeseeable claims, actions, causes of action (whether in tort, contract, or under a theory of strict liability, or whether in law, equity, statutory or otherwise), litigation, demands, liabilities, damages, losses, injuries, disbursements, costs, charges, judgments, penalties, fines, losses, or expenses, including, without limitation, attorneys' fees.

1.4. **Cosmetic Alterations –** Alterations that (a) are of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) are not visible from the exterior of the Premises or Building; (c) will not affect the structure or components of the Building; and (d) do not require work to be performed inside the walls or above the ceiling of the Premises.

1.5. **Costs of Reletting** – All reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

1.6. **Date of Condemnation** – The date the condemning authority has the right to possession of the property being condemned.

1.7. **Environmental Laws** – All federal, state, local, or municipal environmental law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (ii) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (iii) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (iv) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (v) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (vi) state or local environmental laws, and (vii) any regulations related to any of the foregoing.

1.8. **Force Majeure Events** – Any event outside of the reasonable control of Landlord, including, but not limited to, any act of nature, act of God, governmental or police action or failure to act, labor dispute, strikes, lockouts, acts of war, acts of terrorism, civil unrest or commission, inability to obtain services, labor, or materials or reasonable substitutes therefor, unavailability of utility service, mechanical breakdown, closure of any public streets or sidewalks or any building, structure or improvement not owned by Landlord, and/or any fire or other casualty, or any contagious or infectious disease outbreaks or other public health emergencies, such as, but not limited to, epidemics, pandemics or impositions of quarantine restrictions by any governmental authority in the geographic area where the Premises is located or that imposes a significant risk of harm, injury, or illness to employees, contractors, servants, customers, or guests visiting the Premises or the Building, provided that Force Majeure Events will not include failure to pay any amount, such as Rent under this Lease, financial inability, or bankruptcy.

1.9. **Governmental Authorities** – Any governmental entity, agency or authority with jurisdiction over any portion of the Property, or any aspect of the entitlements, development, or construction thereof (including, without limitation, all applicable agencies and divisions of any local municipality.

1.10. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, all asbestos or petroleum-based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or

regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.11. **Landlord Parties** – Means Landlord, its property manager, if applicable, and any mortgagee, and any Affiliates of the foregoing, and all of their respective officers, directors, managers, members, shareholders, partners, employees, agents, servants, and contractors.

1.12. **Landlord Restoration Work** – After a casualty event, Landlord's repair and restoration work for the Building as may be required to return the Premises to its condition prior to the Commencement Date.

1.13. **Late Fee** – Ten percent (10.0%) of the delinquent amount.

1.14. **Laws** – Any law, regulation, rule, order, statute or ordinance of any governmental or private entity in effect at any time during the Term and applicable to the Property and Tenant's use thereof, including, but not limited to, building, fire and safety codes and regulations, conditional use permits, certificates of occupancy, Environmental Laws and the Americans with Disabilities Act.

1.15. **Lease** – This Lease Agreement, including the Term Summary and all exhibits and schedules attached hereto.

1.16. **Rent** – Base Rent and Additional Rent.

1.17. **RSF** – Rentable Square Feet; the total number of square feet of both the Building and the Premises, including an allocation of common area.

1.18. **Service Failure** – An interruption in, a disruption of, or failure or inability to provide any services or utilities to the Premises or Building for any reason.

1.19. **Tenant's FF&E** – Tenant's trade fixtures, furnishings, equipment and stock in trade.

1.20. **Tenant Parties** – Tenant, its partners, shareholders, members, managers, officers, directors, employees, agents, servants, contractors, assigns, representatives, licensees, and permitted subtenants

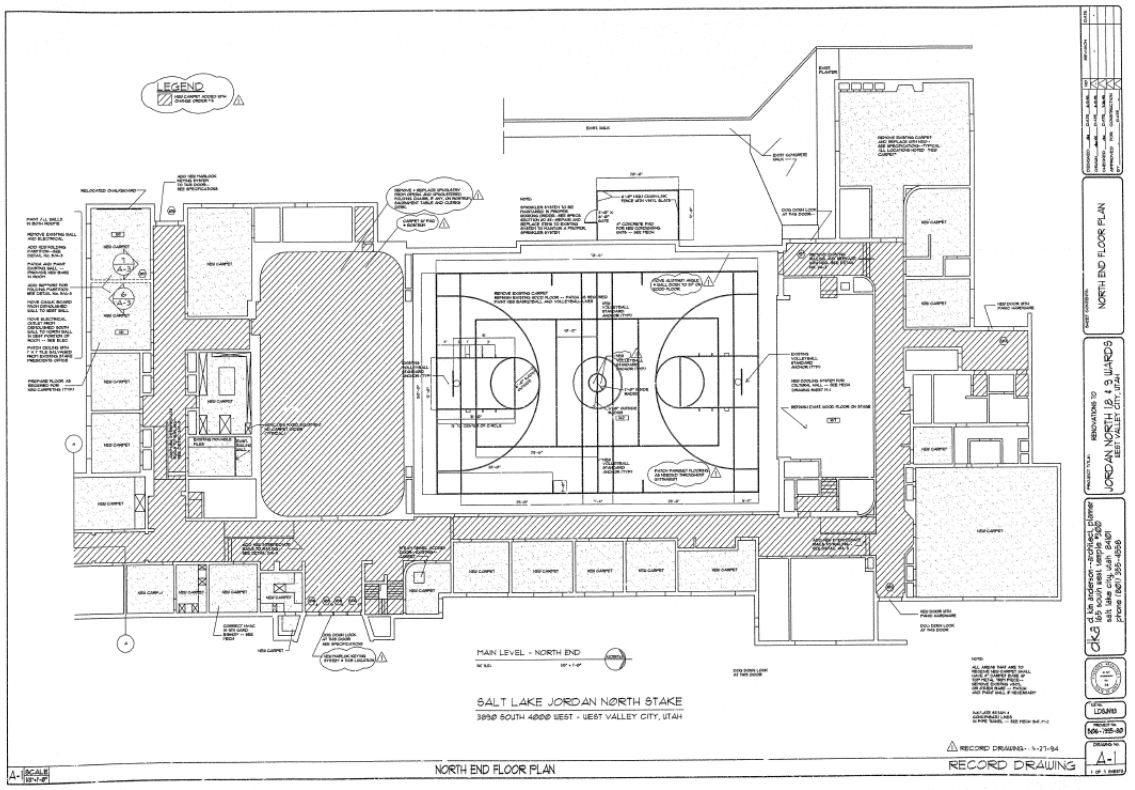
1.21. **Tenant Restoration Work** – After a casualty event, Tenant's repair and restoration for Tenant's Work and any Alterations made by Tenant.

1.22. **Transfer** – An assignment, collateral assignment, mortgage, pledge, hypothecation or Encumbrance of this Lease or any interest therein, or subletting or granting a license, concession or any other interest in the Premises, or permitting the use or occupancy of the Premises or any part thereof by or for the benefit of anyone other than Tenant, or in any other manner transferring all or any part of Tenant's rights or interests under this Lease. If Tenant is a business entity, any direct or indirect transfer of fifty percent (50%) or more in the aggregate of the ownership interest of the Tenant entity or of the ownership interest of the manager, member, or shareholder or other entity controlling the Tenant entity (whether in a single transaction or in the aggregate through more than one transaction) will be deemed a Transfer; provided that transfers of publicly traded ownership interest in the Tenant entity or a transfer resulting from the death of a person will not be deemed a Transfer.

1.23. **Transferee** – An assignee, mortgagee, subtenant, licensee, concessionaire, user or other transferee.

Exhibit A

(Floor Plan of the Premises)



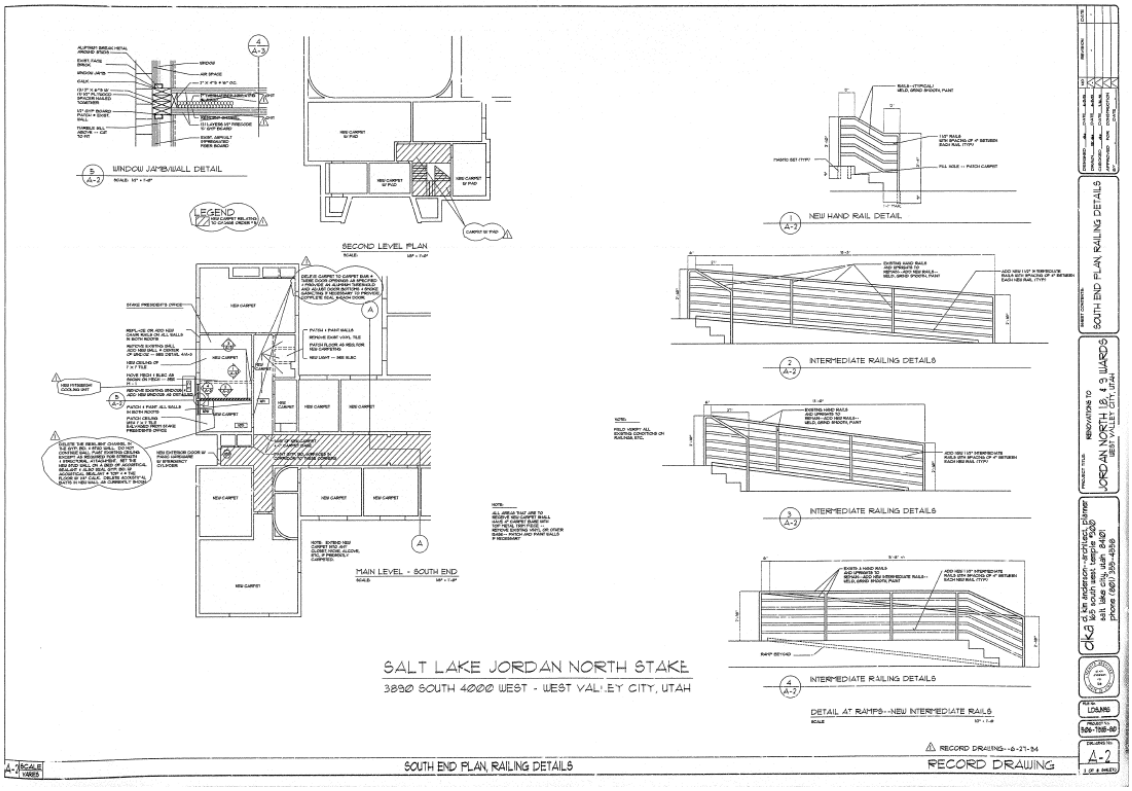


Exhibit B

(Allocation of Maintenance and Repair Obligations)

The allocation of Landlord's and Tenant's obligations, and the party responsible for the costs relating to the same, are as shown below.

Item	Landlord's Obligation	Tenant's Obligation	Recoverable by Landlord	Not Recoverable by Landlord
Building Foundation		X		
Building Structural Elements		X		
Exterior Walls (including painting)		X		
Roof		X		
Roof Membrane		X		
Rain Gutters		X		
Pylon/Monument Sign		X		
Pylon Sign Face		X		
Sidewalks		X		
Drive Aisles/Asphalt		X		
Parking Area/Asphalt		X		
Striping		X		
Parking Area Sweeping		X		
Common Area Signage		X		
Landscaping		X		
Building adjacent walkways		X		
Utility systems (from the meter to and within the Premises)		X		
Utility systems (to the meter and outside of the Premises)		X		
Utility systems (not separately metered)		X		
Utility Charges – Common Area and Building		X		
Utility Charges – Premises (separately metered)		X		
Common Areas Light Fixtures		X		
Maintenance of Building Lighting (including exterior building lighting)		X		
Replacement of Building Lighting (including exterior building lighting)		X		
HVAC (less than $2,000.00)		X		
HVAC (more than $2,000.00)		X		
Interior of Premises		X		
Windows/Plate Glass		X		
Interior Doors		X		
Exterior Doors		X		
Trash Enclosure		X		

Trash Dumpster & Disposal		X		
Snow Removal		X		
Tenant's Signage		X		
Property Signage		X		
Security – Common Areas		X		
Real Property Taxes		X		
Landlord's Insurance		X		
Tenant's Insurance		X		

1. DEFINITIONS. The following capitalized terms will have the ascribed meanings:

1.1 **Additional Rent** – Any charge, fee or expense payable by Tenant to Landlord under this Lease, including, without limitation, Tenant's Proportionate Share of (a) Operating Expenses, (b) Taxes, and (c) Landlord's Insurance, for any calendar year falling in whole or in part during the Term.

1.2 **Landlord's Insurance** – Landlord may manage a program of alternative risk transfer related to risk of harm, loss or damage to the Building and the Property, and the repair, restoration, and reconstruction thereof, to the extent and degree that Landlord deems necessary in Landlord's reasonable judgment. Landlord's risk management program may include elements of traditional insurance, self-insurance, large deductibles, or risk assumption. The cost of Landlord's risk management program will be deemed to be the cost of obtaining and managing an insurance policy covering the risk managed or assumed by Landlord, which cost will be determined by an estimate or quote from a reputable insurance company regarding such insurance coverage. The cost of Landlord's risk management program, as determined above, will be deemed the cost of insurance for expense reimbursement purposes and Landlord may, in its discretion, include such costs as part of Expenses. Landlord will not be required to carry insurance of any kind on Alterations and/or Tenant's personal property, and will not be obligated to repair any damage thereto or replace the same for any reason.

1.3 **Operating Expenses** – All reasonable, out-of-pocket costs and expenses incurred by Landlord during the Term that Landlord actually incurs with respect to maintaining and repairing the Premises.

1.4 **Statement** – A statement provided by Landlord to Tenant showing (i) the total amount of Operating Expenses, Taxes and Insurance and Tenant's Proportionate Share for the calendar year, (ii) the total payments made by Tenant, and (iii) any overpayment or underpayment by Tenant for the calendar year.

1.5 **Taxes** – All ad valorem real property taxes and assessments imposed on the Property.

1.6 **Tenant's Proportionate Share** – A fraction in which the numerator is the RSF of the Premises and the denominator is the RSF of the entire Building(s) on the Property. Tenant's Proportionate Share is 100.0%.

2. ADDITIONAL RENT.

2.1 Tenant will pay Additional Rent commencing on the Rent Commencement Date. Tenant will pay monthly Additional Rent installments on or before the first (1st) day of each month during the Term at Landlord's Address. For each calendar year, Landlord will estimate the amount of Additional Rent due for the year, and Tenant will pay Landlord one-twelfth of the estimate on the first day of each month during the year. The estimate may be revised by Landlord whenever it obtains information relevant to making the estimate more accurate.

2.2 Within 120 days after the end of each calendar year, Landlord will provide Tenant the Statement. If the Statement reveals that the actual amount of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance exceeds the total payments made by Tenant, Tenant will pay Landlord the deficiency within 30 days of Tenant's receipt of the Statement. If the Statement shows that Tenant's payments exceed the actual amount of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance, Landlord will reimburse Tenant the excess within 30 days of Tenant's receipt of the Statement.

2.3 If Tenant objects in writing to the Statement within 30 days after its receipt, Tenant will have the right to review Landlord's records relating to the Operating Expenses, Taxes and Insurance. If Tenant's review indicates that Tenant underpaid Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance, Tenant will pay the amount owed within 30 days after completing Tenant's review. If Tenant's review indicates that Tenant overpaid Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance, Landlord will either grant Tenant a credit toward payment of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance next coming due, or refund the overpayment to Tenant. Landlord will pay any undisputed refund within 30 days after the result of Tenant's review; provided, however, if Landlord disputes the results of Tenant's review, the parties will work together in good faith to resolve the dispute. Tenant will perform its review at its sole cost and expense.

SUMMARY OF
PURCHASE AND SALE AGREEMENT
PN: 506-7995 & 507-6773 (Lighthouse)

This Summary of Purchase and Sale Agreement (this "**Term Summary**") is a part of the Agreement (defined below). Each reference in the Agreement to any term in this Term Summary will have the meaning set forth in this Term Summary. If there is a conflict between the terms in this Term Summary and the Agreement, the terms of the Agreement will prevail.

"Seller":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
"Seller Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Steven Wallis Email: steven.wallis@churchofjesuschrist.org
"Seller Representative":	Steven Wallis
"Buyer":	**WEST VALLEY CITY CORPORATION**, a Utah municipality
"Buyer Address":	3600 Constitution Boulevard West Valley City, Utah 84119 Attn: Craig Thomas Email: craig.thomas@wvc-ut.gov
"Buyer Representative":	Craig Thomas
"Real Property":	Address: 3900 S 4000 W City/State/Zip: West Valley City, UT 84119 County: Salt Lake Tax Parcel No.: 15-31-429-030-0000 Legal Description and Depiction: See **Exhibit A** to this Agreement.
"Escrow Agent":	Fidelity National Title NCS Utah 170 S Main St., Suite 1075 Salt Lake City, UT 84101 Attn: Hillary Morgan Email: Hillary.morgan@fnf.com
"Seller Broker":	N/A
"Buyer Broker":	N/A
"Purchase Price":	$2,550,000.00
"Earnest Money":	$50,000.00. The parties acknowledge and agree that the Earnest Money shall become non-refundable to Buyer at the expiration of the Feasibility Period, but shall be applicable to the Purchase Price at Closing.

"Lease Agreement":	That certain Lease Agreement between Seller, as landlord, and Buyer, as tenant for the occupancy and use of the Property. The Lease Agreement shall be executed simultaneously with this Agreement.
Key Dates:	
"Feasibility Period":	From the Effective Date until the earlier to occur of the following: (i) 5:00 p.m. (Utah time) on the date which is two (2) years after the Effective Date; or (ii) the date on which Buyer has (a) secured all funding and financing for the acquisition of the Property and (b) obtained all necessary governmental approvals for the acquisition of the Property, including but not limited to all necessary City Council approvals for the funding and acquisition of the Property. The parties acknowledge and agree that in the event that the items under subsection (ii) above are satisfied, then Buyer shall be irrevocably committed to purchase the Property.
"Closing Date":	The date which is thirty (30) days after the Feasibility Period expires.
Entitlements:	The following Section will apply and be binding on the parties if checked (if not checked, then such Section will **not** apply): ☐ **Section 9.1.4** (Entitlements) The following actions will be considered "**Entitlements**": ☐ Rezoning of the Property. ☐ Obtaining a Conditional Use Permit.
Additional Provisions:	The following subsections, romanettes and exhibits will apply and be binding on the parties if checked (if not checked, then such subsections, romanettes and exhibits will **not** apply): ☒ **Section 15.1** (Decommissioning) ☐ **Intentionally Deleted** ☒ **Section 15.2(ii)** and **Exhibit 15.2(ii)** (Use Restriction) ☒ **Section 15.2(iii)** and **Exhibit 15.2(iii)** (Asbestos)
"Transaction Expense Chart":	The following transaction expenses will be allocated as follows:

#	Closing Item	Buyer's Share of Costs	Seller's Share of Costs	Not Applicable (if checked)
1.	Additional Inspections	100%	0%	☐
2.	ALTA Survey	100%	0%	☐
3.	Deed Preparation & Recording Fees	0%	100%	☐
4.	Phase I Report	100%	0%	☐
6.	Standard Owner's Title Policy	0%	100%	☐
7.	Extended Coverage & Title Endorsements	100%	0%	☐
8.	Transfer Tax	100%	0%	☐
9.	Rollback Tax	100%	0%	☐
10.	Seller's Broker Commission	0%	100%	☒
11.	Buyer's Broker Commission	100%	0%	☒
12.	Escrow and Closing Fees	50%	50%	☐

"**Buyer Relationship Disclosure**":	Check the box that applies:

	☒	Buyer **does not** have a personal, business or other relationship with Seller or affiliated corporations or groups other than the sale of the Property; or
	☐	Buyer **does** have a personal, business or other relationship with Seller or affiliated corporations or groups other than the sale of the Property, which is:
	☐	a currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints ("**Church**") where the Property is located;
	☐	an employee of the Seller or any Church affiliate;
	☐	a relative of an employee of Seller or of any other Church affiliate; and/or
	☐	a hired agent of the Seller or any Church affiliate.

Buyer's Initials: _____ **Seller's Initials:** _____

Approved as to form 10/1/2025
Brandon Hill

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is effective as of the Effective Date by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Seller**"), and **WEST VALLEY CITY CORPORATION**, a Utah municipality ("**Buyer**").

RECITALS

A. Seller is the owner of the Real Property located in the county and state set forth in the Term Summary, as more fully described and depicted on **Exhibit A**, together with those items included in the definition of "**Property**."

B. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property upon the terms and conditions in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Definitions. The capitalized terms used in this Agreement will have the meaning given them in this Agreement and **Schedule 1**.

2. Purchase Agreement. Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property subject to this Agreement.

3. Purchase Price. The Purchase Price will be due and payable as follows:

3.1. **Earnest Money**. Buyer shall deposit the Earnest Money with Escrow Agent no later than three (3) Business Days after the Effective Date. If the Earnest Money is not timely delivered by Buyer to Escrow Agent, then this Agreement will be null and void.

3.2. **Balance of Purchase Price**. Buyer shall pay the Purchase Price, less the Earnest Money and less any Base Rent payments made by Buyer under the Lease Agreement, to Seller at Closing, subject to the prorations, credits and adjustments in this Agreement and the Lease Agreement. Buyer acknowledges and agrees that in the event that Buyer does not elect to purchase the Property or the Lease Agreement terminates prior to Closing, then Seller shall be permitted to retain all Base Rent payments under the Lease Agreement, as more fully set forth in the Lease Agreement.

4. Disposition of Earnest Money. Seller and Buyer instruct Escrow Agent to (i) hold the Earnest Money in an FDIC-insured, interest-bearing account with no penalty for early withdrawal, and (ii) disburse the Earnest Money as follows:

4.1. **Distribution to Buyer**. If the Purchase and Sale Transaction is not consummated due to (i) the timely termination of this Agreement pursuant to an existing termination right wherein the express terms of such termination right provide that Buyer is to receive the Earnest Money, or (ii) the termination of this Agreement by Buyer pursuant to **Section 14.2** due to a Seller Default, then the Earnest Money will be returned to Buyer, less $100.00 of independent consideration which will be disbursed to Seller.

4.2. **Distribution to Seller**. If the Purchase and Sale Transaction is not consummated due to (i) the termination of this Agreement by Seller as a result of a Buyer Default, or (ii) any termination of this Agreement by any party for any reason other than as expressly set forth in **Section 4.1**, then the Earnest Money will be disbursed to Seller.

4.3. **Application**. If the Purchase and Sale Transaction is consummated, the Earnest Money will be applied to the Purchase Price and paid to Seller at Closing.

5. Feasibility Period.

5.1. **Feasibility Review**. Seller issues to Buyer and Buyer's employees, contractors and agents a nonexclusive right and license to enter upon the Real Property, at Buyer's sole risk, to inspect the Property and conduct any studies, tests, assessments or other matters deemed necessary by Buyer to assess the condition of the Property and determine whether to acquire the Property, to seek and obtain any desired funding and financing for the acquisition of the Property, and to obtain all necessary governmental approvals for the acquisition of the Property, including but not limited to all necessary City Council approvals for the funding and acquisition of the Property ("**Feasibility Review**") during the Feasibility Period. Notwithstanding the foregoing, Buyer shall not perform any invasive or intrusive testing at, in, on or under the Property (including, without limitation, any Phase II environmental site assessment) without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Buyer shall minimize any inconvenience or disturbance of any tenants or occupants of the Property in connection with the Feasibility Review. Seller shall have the right to have a Seller representative accompany Buyer and Buyer's Consultants during any entry onto the Property.

5.1.1. **Repair**. Buyer shall immediately repair any damage to the Property resulting from Buyer's entry upon, or testing of, the Property to the same or better condition that existed before such entry upon or testing of the Property.

5.1.2. **Indemnity**. Buyer shall indemnify, defend, save and hold Seller harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any kind whatsoever (including, without limitation, reasonable attorneys' fees and costs) ("**Losses**") caused by, or in any way related to, the acts or omissions of Buyer and its employees, contractors and agents during and in connection with the Feasibility Review; provided, however, such indemnification does not apply to the mere discovery by Buyer of any preexisting condition to the Property as a result of any testing permitted under this Agreement. The obligations of Buyer in the preceding sentence will survive the termination or Closing of this Agreement.

5.1.3. **Insurance**. Buyer shall obtain a Commercial General Liability Insurance Policy with a limit of not less than $1,000,000.00 each occurrence, covering the activities of Buyer and Buyer's Consultants while on the Real Property, and naming Seller as an additional insured, which policy will be non-cancelable without thirty (30) days' prior written notice to Seller. A certificate evidencing such insurance and Seller as an additional insured shall be delivered to Seller prior to Buyer or Buyer's Consultants entry onto the Real Property.

5.1.4. **Termination**. If the results of the Feasibility Review are unsatisfactory to Buyer for any reason, then Buyer may terminate this Agreement before the Feasibility Period expires by giving Seller written notice of termination ("**Termination Notice**"), whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If Buyer does not timely terminate this Agreement before the Feasibility Period expires, then Buyer: (i) will be deemed to have waived its right to terminate under this **Section 5.1.4** and approved the condition of the Property in all respects (subject to the satisfaction of the terms of this Agreement); (ii) the Earnest Money will be deemed nonrefundable to Buyer, subject to **Section 4.1**; and (iii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to the terms of this Agreement.

5.2. **Inspection Materials**.

5.2.1. **Delivery**. Within a reasonable period after the Opening of Escrow, Seller shall make available the following materials to Buyer to the extent within Seller's possession or control ("**Inspection Materials**"): (i) the most recent survey of the Real Property, if any; and (ii) a title commitment with respect to the Real Property issued by the Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property ("**Title Report**"). In no event shall Seller be required to provide to Buyer any materials or documentation that are attorney-work product, attorney-client privileged, materials relating to other real property, or appraisals of the Property. All Inspection Materials are furnished to Buyer "AS IS" with no warranty or representations of any kind whatsoever from Seller.

5.2.2. **Return**. If this Agreement terminates, then Buyer shall furnish to Seller no later than ten (10) days thereafter: (i) copies of any and all Inspection Materials furnished to Buyer by Seller or written confirmation that Seller has destroyed all hard copies and deleted all electronic copies of all Inspection Materials; and (ii) copies of any third-party reports prepared for Buyer relating to the Property. This **Section 5.2.2** will survive the termination of this Agreement.

6. Survey and Title Review.

6.1. **Survey**. Buyer may, at Buyer's expense, during the Feasibility Period obtain an ALTA survey for the Property by either obtaining a new survey or updating any survey furnished by Seller ("**Survey**"). If Buyer elects to obtain a Survey, then such Survey shall be certified to both Seller and Buyer.

6.2. **Title Review**. Buyer shall have until the Feasibility Period expires to review any matters disclosed in the Title Report or shown on the Survey. If Buyer does not approve the condition of title to the Property, then Buyer may terminate this Agreement pursuant to **Section 5.1.4**. If Buyer does not timely terminate this Agreement before the Feasibility Period pursuant to **Section 5.1.4**, then (i) all items, exceptions, and conditions shown on the then-current Title Report and the Survey will be deemed approved as "**Permitted Exceptions**" to the title of the Property; and (ii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to this Agreement. Notwithstanding anything in this Agreement to the contrary, Seller shall cause the release or removal of any deeds of trust, mortgages or other monetary encumbrances created by, through or under Seller and recorded against the Property ("**Mandatory Cure Items**") and the same will not constitute Permitted Exceptions; provided, however, in no event will any monetary encumbrance created by, through or under Buyer be deemed a Mandatory Cure Item. If, following use of good faith efforts, Seller is unable to remove any Mandatory Cure Items on or before Closing, then Seller may extend the Closing Date for a period not to exceed thirty (30) days to effectuate the removal or release of such Mandatory Cure Items.

6.3. **Title Policy**.

6.3.1. **Form of Policy**. At the Closing, Escrow Agent will issue to Buyer, at Seller's expense, a standard owner's policy of title insurance in the amount of the Purchase Price insuring Buyer as the fee owner of the Property, subject to the Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance ("**Title Policy**"). Buyer may, at its expense, obtain extended coverage or such endorsements to the Title Policy as Buyer may reasonably request. Obtaining extended coverage or any endorsements will not be a condition or contingency of the Closing.

6.3.2. **Primary Recourse**. Notwithstanding anything contained in this Agreement to the contrary, with respect to all matters affecting title to the Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any representation, warranty or covenant made by Seller in this Agreement or the Deed, then Buyer agrees that it will first seek recovery under the Title Policy, and Buyer may only assert any claim against Seller for recovery of such claim after all remedies available to Buyer under the Title Policy have been exhausted and any recovery from Seller will be reduced by any recourse received by Buyer under the Title Policy. This **Section 6.3.2** will survive the Closing and recording of the Deed.

7. Entitlements. Buyer, at its expense, will have until the Feasibility Period expires to design and plan its development of the Property. Buyer, at its sole expense, will have until the Closing Date to obtain necessary governmental approvals to secure the Entitlements ("**Entitlement Approvals**"). In all events, in pursuing such Entitlements, Buyer shall act in strict accordance with the provisions of **Exhibit 7**, which include, without limitation, a prohibition against any land use approval action or rezoning pursued by Buyer becoming final and binding on the Property prior to Closing and Seller having the right to review and approve any land use or rezoning applications prior to their submission to the governmental authority.

8. Closing.

8.1. **Time & Place**. The Closing for the Purchase and Sale Transaction will take place in the

offices of Escrow Agent, or its affiliate if required, on the Closing Date.

8.2. **Seller's Deliverables**. At the Closing, Seller shall deliver, or cause to be delivered to Escrow Agent and Buyer, as applicable:

8.2.1. **Deed**. The Deed, fully executed and properly acknowledged by Seller.

8.2.2. **FIRPTA**. An affidavit on Seller's approved form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2).

8.2.3. **General Assignment**. A general assignment and bill of sale related to the Property in the form of **Exhibit 8.2.3**, fully executed by Seller ("**General Assignment**").

8.2.4. **Settlement Statement**. A settlement statement signed by Seller that accurately reflects the payments, credits and prorations required in this Agreement.

8.2.5. **Amendment to Cooperation Agreement.** An amendment to the Cooperation Agreement (defined below), in a form and substance approved by the parties, signed by Seller.

8.2.6. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement; provided, however, that such funds, instruments and documents will be subject to Seller's prior approval thereof, which approval may not be unreasonably withheld.

8.3. **Buyer's Deliverables**. At the Closing, Buyer shall deliver to Escrow Agent:

8.3.1. **Purchase Price**. The Purchase Price (less the Deposit), and any additional funds required by this Agreement for closing costs, prorations, title policies and other fees and expenses related to the Closing.

8.3.2. **General Assignment**. The General Assignment, fully executed by Buyer.

8.3.3. **Settlement Statement**. A settlement statement signed by Buyer, which is reasonably acceptable to Buyer and accurately reflects the payments, credits and prorations required herein.

8.3.4. **Amendment to Cooperation Agreement**. An amendment to the Cooperation Agreement, in a form and substance approved by the parties, signed by Buyer.

8.3.5. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents will be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

8.4. **Prorations & Closing Costs**.

8.4.1. **Own Costs**. Except as expressly set forth in this Agreement, each party shall bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. The parties shall pay those expenses allocated to such party on the Transaction Expense Chart.

8.4.2. **Taxes**. All real property taxes and assessments accrued for the current year will be prorated between the parties as of Closing. To the extent that a real tax bill is unavailable for the year in which the Closing occurs, then the parties shall estimate the real estate taxes based on the prior year. Not later than December 31 of the calendar year in which the Closing occurs (or such earlier date as possible), Seller and Buyer may re-prorate real property taxes based upon actual real estate tax bills received after Closing. This **Section 8.4.2** will survive the Closing.

8.4.3. **Utilities**. Payments to all utility and other service providers related to the Property will be prorated between the parties as of Closing.

8.4.4. **Sales Tax**. All sales or use taxes, proceeds or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity shall be paid by Buyer.

8.5. **Possession**. Buyer shall be entitled to possession of the Property at Closing.

9. Closing Conditions.

9.1. **Buyer's Conditions**. Buyer's obligations to consummate the Purchase and Sale Transaction is specifically conditioned and contingent on the satisfaction of each of the following at Closing:

9.1.1. **Deliverables**. Seller's delivery of the materials required under **Section 8.2** and Seller's material satisfaction of its obligations in this Agreement.

9.1.2. **Title Policy**. Title Company is irrevocable committed to issue the Title Policy, subject only to the Permitted Exceptions.

9.1.3. **Representations**. Seller's representations made in this Agreement will be true and correct in all material respects.

9.1.4. **Entitlements**. Buyer has obtained the Entitlement Approvals.

9.2. **Seller's Conditions**. Seller's obligations to consummate the Purchase and Sale Transaction is specifically conditioned and contingent on the satisfaction of each of the following at Closing:

9.2.1. **Deliverables**. Buyer's delivery of the materials and funds required under **Section 8.3** and Buyer's material satisfaction of its obligations in this Agreement.

9.2.2. **Representations**. Buyer's representations made in this Agreement will be true and correct in all material respects.

9.3. **Failure of Condition**.

9.3.1. **Failure of Buyer Condition**. If any Buyer Condition is not satisfied at Closing, then Buyer may either: (i) waive such unsatisfied Buyer Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Seller written notice thereof, whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If a Buyer Condition is not satisfied due to a Seller Default, then Buyer will, in addition to the foregoing, have the remedies in **Section 14.2**.

9.3.2. **Failure of Seller Condition**. If any Seller Condition is not satisfied at Closing, then Seller may either: (i) waive such unsatisfied Seller Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Buyer written notice thereof, whereupon the Earnest Money will be returned to Buyer, except if such unsatisfied Seller Condition is a result of a Buyer Default, in which event Seller will have the remedies in **Section 14.1**, including, without limitation, the right to receive the Earnest Money.

10. Representations.

10.1. **Seller Representations**. Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents to Buyer that:

10.1.1. **Organization & Standing**. Seller is duly formed, validly existing and in good standing under the laws of the state of its formation. Seller has full power and authority to enter into and perform this

Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.

10.1.2. **Binding Agreement**. This Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

10.1.3. **No Litigation**. There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

10.1.4. **No Bankruptcy**. Seller has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.1.5. **Non-Foreign Person**. Seller is not a "foreign person" as defined in the Internal Revenue Code Section 1445 and the regulations promulgated thereunder.

The representations by Seller in this **Section 10.1** will terminate at and not survive the Closing.

10.2. **Buyer's Representations**. Buyer, to Buyer's Current Knowledge, as of the date of this Agreement and again at Closing, represents to Seller that:

10.2.1. **Organization & Standing**. Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyer.

10.2.2. **Binding Agreement**. This Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

10.2.3. **No Bankruptcy**. Buyer has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.2.4. **Buyer Relationship Disclosure**. The Buyer Relationship Disclosure set forth on the Term Summary is true and correct in all material respects.

The representations by Buyer set forth in this **Section 10.2** will terminate at and not survive the Closing.

11. As Is Purchase.

11.1. **Disclaimer**. Except as expressly set forth in the Deed delivered at Closing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property or the Inspection Materials. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or

regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose (including without limitation the current or any future use thereof); or (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials.

11.2. **Acceptance**. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED DELIVERED AT CLOSING, THE PROPERTY WILL BE SOLD AND BUYER WILL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY AT CLOSING IN ITS "**AS IS, WHERE IS CONDITION, WITH ALL FAULTS**," WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN THE DEED DELIVERED AT CLOSING, SUCH SALE WILL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

11.3. **General Release**. Buyer, on behalf of itself and its successors, assigns and representatives, does hereby release Seller, except as expressly set forth in the Deed, and Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorneys' fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyer may have at Closing or which may arise in the future on account of or in any way arising out of or connected with this Agreement. Buyer understands the significance of executing this Agreement and the general release of claims set forth above.

11.4. **Material Inducement**. Buyer hereby agrees and acknowledges that this **Section 11** and, if applicable, **Section 15.2**, are each a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyer without Buyer's express agreement to this **Section 11**. This **Section 11** will survive the Closing and the recording of the Deed.

12. Risk of Loss.

12.1. **Risk of Loss**. Except as set forth in this **Section 12**, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

12.2. **Condemnation**. If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyer of such proceedings, and this Agreement will not terminate, but will remain in full force and effect. In such event, at Closing (i) Seller shall pay to Buyer all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing; (ii) Seller shall assign to Buyer all of Seller's rights to defend such proceedings or actions in lieu thereof; and (iii) Buyer shall take the Property subject to any such proceedings. The Purchase Price will not be adjusted or reduced for any such proceedings or for any land taken by condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" means the service upon Seller of a formal notice of condemnation by a governmental authority with the power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

12.3. **Casualty**.

12.3.1. **Minor Casualty**. If the Property is damaged by any casualty before Closing, and the loss in value to the Property because of such casualty ("**Casualty Loss Value**"), as estimated by Seller, in its sole but reasonable discretion, is less than or equal to ten percent (10%) of the Purchase Price, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided herein, without any adjustment to the Purchase Price. Notwithstanding the foregoing, in no event shall Seller commit any waste of the Property.

12.3.2. **Major Casualty**. If the Property is damaged by any casualty before Closing, and the Casualty Loss Value, as estimated by Seller, in its sole but reasonable discretion, is more than ten percent (10%) of the Purchase Price, then either Seller or Buyer may elect to terminate this Agreement, by written notice to the other

party given not more than ten (10) days after receipt of written notice from Seller to Buyer of Seller's estimate of the valuation loss, which notice Seller shall give no later than thirty (30) days after the casualty. If neither party elects to so terminate this Agreement pursuant to this **Section 12.3.2**, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided in this Agreement, without any adjustment to the Purchase Price.

13. Broker Commission. Except as disclosed in the Term Summary, Buyer and Seller each represents and warrants that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Except as set forth in the Term Summary, Buyer and Seller shall each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit following the Closing. Any brokerage agreement between Buyer and Seller with their respective broker(s) will be memorialized by separate agreement. No brokerage fees or commissions will be based on or governed by this Agreement. This **Section 13** will survive the Closing.

14. Remedies & Termination.

14.1. **Seller's Remedies**. If Buyer defaults in any of its agreements, covenants or other obligations under this Agreement ("**Buyer Default**"), then Seller shall give Buyer written notice of such default and thereafter Buyer shall have five (5) Business Days to cure such default. If such Buyer Default remains uncured after any applicable cure period, then Seller may, as its remedies for such Buyer Default, either: (i) waive the effect of such Buyer Default and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement, whereupon Escrow Agent will disburse the Earnest Money to Seller as liquidated damages. SELLER AND BUYER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER DUE TO A BUYER DEFAULT AND THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS THE AMOUNT OF THE EARNEST MONEY. Notwithstanding anything in this Agreement contrary, this **Section 14.1** will not limit any right to indemnification and restoration in favor of Seller in this Agreement.

14.2. **Buyer's Remedies**. If Seller defaults in any of its agreements, covenants, or other obligations under this Agreement ("**Seller Default**"), then Buyer shall give Seller written notice of such Seller Default and thereafter Seller shall have five (5) Business Days to cure such default. If such Seller Default remains uncured after any applicable cure period, Buyer may, as its sole remedies for such Seller Default, either: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) terminate this Agreement in accordance with **Section 14.3** below; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this **Section 14.2** will be non-cumulative and exclusive. In no event shall Buyer be entitled to any punitive, special, or consequential damages of any kind.

14.3. **Termination**. If Buyer or Seller elects to terminate this Agreement pursuant to its terms, the terminating party shall deliver written notice of such termination to the other party and Escrow Agent (provided, any failure to deliver written notice to Escrow Agent will not invalidate such termination notice). Upon delivery of written notice of termination in the preceding sentence, or upon an automatic termination in accordance with this Agreement, Escrow Agent will disburse the Earnest Money in accordance with **Section 4**, return all documents deposited with Escrow Agent to the party who supplied such documents, and this Agreement will terminate and the parties shall have no further rights or obligations other than those that expressly survive the termination of this Agreement. Seller and Buyer shall each pay half of any escrow termination fees or costs, except for a termination due to Seller Default or Buyer Default, in which instance the defaulting party shall pay such fees and costs.

15. Meetinghouse & Adjacent Property.

15.1. **Decommissioning**.

15.1.1. **Decommissioning by Seller**. Buyer acknowledges that Seller has certain established protocols for decommissioning any Meetinghouse Structure. Within sixty (60) days of the Effective Date, Seller, at Seller's cost and expense, shall decommission the Meetinghouse Structure located on the Real Property in accordance with Seller's protocols and standards, which decommissioning may include, without limitation, removing

or modifying religious iconography, signage, and baptismal font. All decommissioning work to be performed by Seller shall be done in a good and workmanlike manner. Both parties acknowledge and agree that the steeple on the Meetinghouse Structure will not be removed during Seller's decommissioning of the Property. Buyer acknowledges the requirement for decommissioning the Meetinghouse Structure prior to Closing, and agrees that the changes to the Property that result therefrom is permitted under this Agreement. As set forth in the Lease Agreement, Buyer acknowledges that occupancy of the Property under the Lease Agreement shall not be permitted until said decommissioning work has been completed.

15.1.2. **Reimbursement by Buyer.** In the event that the decommissioning work is completed by Seller but the Purchase and Sale Transaction is not consummated between Buyer and Seller such that Closing does not occur (except in the event of a Seller default), then Seller shall have the option, in Seller's sole and absolute discretion, to reinstall and reconstruct the baptismal font on the Property in the same manner and condition that existed prior to removal, and Buyer shall be required to reimburse the Seller for the costs and expenses associated with said reinstallation and reconstruction. Upon completion of the reinstallation and reconstruction of the baptismal font, Buyer will reimburse Seller within thirty (30) days of (a) completion of the reconstruction activities, and (b) Seller's written request to Buyer for reimbursement. In submitting Seller's request for reimbursement, Seller will provide Buyer reasonable documentation evidencing the costs and expenses set forth in the reimbursement request. Provided Buyer does not object to the amounts for reimbursement or evidence submitted with the reimbursement request, then Buyer will reimburse Seller within said 30-day period. This Section shall survive the early expiration of termination of this Agreement.

15.2. **Reservations & Restrictions**. Buyer's intended use of the Property is for the MyHometown program in accordance with the existing Community Initiative Cooperation Agreement between Seller and Buyer (as shall be amended between the parties at Closing pursuant to **Section 8** above, the "**Cooperation Agreement**") as well as other City programs and events. Seller may, in its sole discretion, include in the Deed, and Buyer acknowledges that such reservations, restrictions, and acknowledgments and covenants will be binding on the Property and Buyer notwithstanding any failure to include the following in the Deed: (i) Intentionally Deleted; (ii) the use restrictions on **Exhibit 15.2(ii)**; and (iii) the asbestos acknowledgments and covenants on **Exhibit 15.2(iii)**. Buyer acknowledges that such reservations, restrictions and covenants will be binding on the Property and Buyer notwithstanding any failure to include the foregoing in the Deed. This **Section 15.2** will survive the Closing and the recording of the Deed.

16. Notices.

16.1. **Means of Delivery**. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement will be in writing and will be given by either: (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) email. In all events, notice will only be deemed given if properly addressed to Seller or Buyer as applicable, at the addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section) set forth in the Term Summary. Copies of all notices given to Seller or Buyer shall be given to Escrow Agent (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent will not affect the effectiveness of the notice if properly provided to the other parties as described above).

16.2. **Timing**. Notice will be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed; provided, however, such notice is given after 5:00 pm Utah time, then such notice will be deemed given on the next Business Day. Notice will be deemed to have been received on the date on which the notice is actually received or delivery is refused; provided, however, if such notice is received after 5:00 pm Utah time, then such notice will be deemed received on the next Business Day.

17. Miscellaneous.

17.1. **Entire Agreement**. This Agreement sets forth the entire understanding of the parties with respect to the matters in this Agreement, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein and cannot be altered or amended except pursuant

to an instrument in writing signed by both Buyer and Seller.

17.2. **Successors & Assigns**. Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyer. Buyer shall not have the right to assign, transfer or convey any of its rights and obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may withhold in its sole discretion. Notwithstanding the preceding sentence, Buyer may designate a different entity to take title to the Property at Closing (provided Buyer delivers Seller notice thereof no later than five Business Days prior to Closing). This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17.3. **Additional Acts**. The parties will promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

17.4. **Headings**. The headings in this Agreement are for reference only and will not limit or define the meaning of any provision of this Agreement.

17.5. **Business Days**. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

17.6. **Time of the Essence**. With respect to all dates and periods in this Agreement, time is of the essence and such dates and periods will be strictly enforced.

17.7. **Construction**. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms in this Agreement will be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms should be construed against the party who (or whose attorney) prepared this Agreement or any earlier draft of the same.

17.8. **Interpretation**. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms of this Agreement and the terms of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same will be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which will be deemed to prevail and control. Wherever the context requires in construing of this Agreement, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular.

17.9. **No Third-Party Beneficiary**. No term of this Agreement or the exhibits hereto is intended to be, nor will any such term or provision be construed to be, for the benefit of any person or entity (including any broker) not a party hereunder.

17.10. **Press Release**. The parties do not desire any publicity with respect to this transaction, and therefore each party agrees, for itself and its employees, contractors and agents (including specifically real estate brokers and agents), that no publication of this transaction will be made and no information with respect to this transaction will be given to any media. Each party shall instruct any broker working with that party of this requirement and obtain the signed agreement of that broker to abide by the terms of this **Section 17.10**. Buyer shall keep in strict confidences the Inspection Materials, the results of any Feasibility Review and the existence of this Agreement and any negotiations between the parties, and Buyer shall not disclose the same to any other party, other than disclosures to Buyer's Consultants to the extent necessary to allow Buyer to conduct its Feasibility Review and consummate the Purchase and Sale Transaction. This **Section 17.10** will survive any termination of this Agreement. This restriction does not apply to any legal procedures (such as notice or public meetings) that may be required for Buyer to complete the purchase or to the Buyer's obligation to comply with the Government Records Access and Management Act.

17.11. **Survival**. Only as specifically provided in this Agreement will any terms of this

Agreement survive Closing or termination. Any such matters that expressly survive Closing or the termination of this Agreement will be subject to any time limitations set forth herein, and, with respect to terms that survive Closing, will not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of such surviving terms or for material misrepresentation and indemnity made in writing during the applicable period limitation will survive such period.

17.12. **Governing Law; Jurisdiction**. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Utah, except with respect to real property related issues which is governed by the laws of the state where the Real Property is located.

17.13. **Attorneys' Fees**. If there is any dispute between the parties to enforce or interpret this Agreement, the unsuccessful party in such dispute shall pay to the successful party all costs and expenses, including, without limitation, to reasonable attorneys' fees, incurred by the successful party.

17.14. **Severability**. If any term or condition of this Agreement (or portion thereof) is deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not alter the remaining portion of such term or condition, or any other term or condition hereof, as each term or condition of this Agreement will be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

17.15. **No Waiver**. The waiver by any party hereto of any right granted to it hereunder will not be deemed to be a waiver of any other right granted hereunder, nor will the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

17.16. **Counterparts**. The parties may sign this Agreement in multiple identical counterparts, all of which taken together will constitute one and the same agreement. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement will have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[*signature to follow*]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

By: _____
Name: _____
Its: Authorized Agent
Date: November 1, 2025

BUYER:

WEST VALLEY CITY CORPORATION,
a Utah municipality

By: _____
Name: Karen Lang
Its: Mayor
Date: November 1, 2025

ATTEST:

_____
City Recorder

Approved as to form 10/1/2025
Brandon Hill

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreement dated _____ __, 2025, and the Earnest Money, are accepted and the Escrow is opened this ____ day of _____, 2025. Escrow Agent hereby agrees to act as the Escrow Agent, as defined in this Agreement, and to perform its duties in accordance with this Agreement and to comply with state and local laws relating to acting as an escrow or closing agent for real property transactions. Further, Escrow Agent hereby agrees to act as "the person responsible for closing" the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: Fidelity National Title NCS Utah

By: _____
Name: _____
Its: _____

LIST OF EXHIBITS

Schedule 1	-	Definitions
Exhibit A	-	Real Property Description and Depiction
Exhibit 1.32	-	Personal Property
Exhibit 7	-	Entitlements
Exhibit 8.2.1	-	Deed
Exhibit 8.2.3	-	General Assignment
Exhibit 15.2(ii)	-	Use Restrictions
Exhibit 15.2(iii)	-	Asbestos Acknowledgement and Covenants

SCHEDULE 1

DEFINITIONS

1.1. **Agreement** – Defined in the opening paragraph and including the Term Summary and all exhibits and schedules attached hereto.

1.2. **Business Day** – A day other than a Saturday, Sunday or day on which banking institutions in the state where the Real Property is located are authorized or required by law or executive order to be closed.

1.3. **Buyer** – Defined in the Term Summary.

1.4. **Buyer Condition** and **Buyer Conditions** – The conditions to Buyer's closing obligations set forth in **Section 9.1**, individually and collectively, as the context may require.

1.5. **Buyer's Consultants** – The attorneys, lenders, and consultants of Buyer that are specifically working with Buyer on the Purchase and Sale Transaction.

1.6. **Buyer Default** – Defined in **Section 14.1**.

1.7. **Cash** – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

1.8. **Casualty Loss Value** – Defined in **Section 12.3.1**.

1.9. **Church** – Defined in the Term Summary.

1.10. **Closing** or **Close of Escrow** – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed.

1.11. **Closing Date** – Defined in the Term Summary.

1.12. **Current Knowledge** – With respect to Seller, the current, actual knowledge, without a duty to investigate, of the Seller Representative, and with respect to Buyer, the current, actual knowledge of Buyer; provided, however, such Seller Representative and Buyer Representative will not have any personal liability with respect to any representations and warranties in this Agreement.

1.13. **Deed** – A special or limited warranty deed, or its equivalent in the state where the Real Property is located, in the substance of **Exhibit 8.2.1**.

1.14. **Earnest Money** – The earnest money in Cash to be deposited by Buyer with Escrow Agent in the amount set forth in the Term Summary, together with any interest earned thereon.

1.15. **Effective Date** – The later of the dates that Buyer or Seller acknowledges receipt of a fully executed Agreement, as evidenced by Buyer's or Seller's signatures and the date inserted following their signatures on the signature page herein.

1.16. **Entitlements** – Defined in the Term Summary.

1.17. **Entitlement Approvals** – Defined in **Section 7**.

1.18. **Entitlement Documents** – Defined in **Exhibit 7**.

1.19. **Escrow** – The escrow created with the Escrow Agent pursuant to this Agreement.

1.20. **Escrow Agent** – Defined in the Term Summary.

1.21. **Feasibility Period** – Defined in the Term Summary.

1.22. **Feasibility Review** – Defined in **Section 5**.

1.23. **General Assignment** – Defined in **Section 8.2.3**.

1.24. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, all asbestos or petroleum based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.25. **Inspection Materials** – Defined in **Section 5.2.1**.

1.26. **Losses** – Defined in **Section 5.1.2**.

1.27. **Mandatory Cure Items** – Defined in **Section 6.2**.

1.28. **Meetings** – Defined in **Exhibit 7**.

1.29. **Meetinghouse Structure** – Any religious meetinghouse or other structure located on the Real Property for religious purposes.

1.30. **Opening of Escrow** – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.

1.31. **Permitted Exceptions** – All (i) taxes and assessments against the Property which are not yet due and payable as of the Closing Date, (ii) then-current laws and regulations applicable to the Property, (iii) any patent claims and reservations, (iv) and other matters of record or discoverable by an inspection or survey affecting title to the Property including, without limitations, those matters contained in the Title Report or shown on the Survey.

1.32. **Personal Property** – All personal property, furniture, equipment, facilities, and items listed on **Exhibit 1.32** attached hereto, if any.

1.33. **Property** – The Real Property, together with: (i) all buildings, structures and improvements currently included thereon; (ii) any and all easements, rights of way, and appurtenances running with or pertaining thereto, including without limitation any rights to use adjacent streets or alleyways; and (iii) the Personal Property, all subject to the reservations set forth in the Deed; but excluding all Water Rights and the applicable reservations set forth in **Section 15.2**.

1.34. **Purchase Price** – The purchase price for the Property to be paid in Cash by Buyer to Seller in the amount set forth in the Term Summary.

1.35. **Purchase and Sale Transaction** – The purchase of the Property by Buyer, and the sale of the Property by Seller, all as contemplated by this Agreement.

1.36. **Real Property** – Defined in Recital A.

1.37. **Relationship Disclosure** – Buyer's relationship disclosure set forth in the Term Summary.

1.38. **Seller** – Defined in the Term Summary.

1.39. **Seller Condition** and **Seller Conditions** – The conditions to Seller's closing obligations set forth in **Section 9.2**, individually and collectively, as the context may require.

1.40. **Seller Default** – Defined in **Section 14.2**.

1.41. **Seller Representative** – Defined in the Term Summary.

1.42. **Survey** – Defined in **Section 6.1**.

1.43. **Termination Notice** – Defined in **Section 5.1.4**.

1.44. **Term Summary** –The Summary of Purchase and Sale Agreement.

1.45. **Title Company** – The party listed in **Section 1.20** of **Schedule 1**.

1.46. **Title Policy** – Defined in **Section 6.3.1**.

1.47. **Title Report** – Defined in **Section 5.2.1**.

1.48. **Transaction Expense Chart** – The allocation of transaction costs and expenses set forth in the Term Summary.

1.49. **Water Rights** – Any water rights that are appurtenant to the Real Property and any water shares or stock certificates in any water, canal or irrigation company.

EXHIBIT A

REAL PROPERTY DESCRIPTION AND DEPICTION

[*The legal description below is subject to confirmation in the Title Report*]

Lot 12, PAYNTER ESTATES SUBDIVISION, according to the Official Plat thereof, on file and recorded May 11, 2005 as Entry No. 9374317 in Book 2005P at Page 150 in the Office of the Recorder of Salt Lake County, Utah.

Tax Parcel No. 15-31-429-030-0000

EXHIBIT 1.32

PERSONAL PROPERTY LIST

To be agreed upon between the Parties in good faith prior to the Closing.

EXHIBIT 7

ENTITLEMENTS

A. Buyer may, as part of planning its proposed development of the Property, but subject to the remaining provisions of this **Exhibit 7**, seek and pursue the Entitlements. In no event will the Entitlements include, and in no event shall Buyer cause to occur, any action or matter not set forth above, including without limitation, rezoning of the property, final plat approval, final subdivision approval, the recording of any subdivision plat, and any similar governmental action, it being understood that such actions and filings may not occur without the prior written consent of Seller, which consent Seller may withhold in its sole and absolute discretion.

B. As to any Entitlement action allowed herein that will have a permanent effect on the Property prior to Closing, such as rezoning, Seller will have the right to reasonably approve such action, after written notice from Buyer which includes the pertinent materials and information. If Seller has not responded within fifteen (15) Business Days after receipt of all necessary information, Seller's approval will be deemed given.

C. Buyer shall keep Seller informed of the status of any Entitlements Buyer is pursuing, and from time to time (but no less frequently than once every month) shall report in writing to Seller the current status of any Entitlements Buyer is pursuing and other pertinent information relating to the Entitlements. At least five (5) Business Days prior to Buyer's delivery to any governmental entity or agency of any applications, subdivisions, studies, plans, site plans, master plans, and other documents and materials related to the Entitlements ("**Entitlement Documents**"), copies thereof shall be delivered to Seller. Buyer shall not submit any Entitlement Documents to any governmental entity or agency until Seller has reviewed and approved the same (which approval may not be unreasonably withheld). Further, Buyer shall notify Seller at least fifteen (15) days in advance of any and all meetings (including city, committee, planning staff and neighborhood meetings), hearings, conferences and study sessions related to the Entitlements (collectively "**Meetings**"), and Seller may attend and to participate in such Meetings.

D. Buyer and Seller shall cooperate with each other in good faith in connection with the Entitlements, and Buyer shall freely provide Seller with the Entitlement Documents and all other pertinent information related to the Entitlements in an expeditious manner. In no event shall Buyer amend or otherwise modify the Entitlements applications or any of the Entitlement Documents in any material way without obtaining the prior written consent of Seller.

E. Buyer shall not file or record any Plats before Closing.

F. If the Purchase and Sale Transaction is not consummated at Closing, then Buyer shall assign to Seller, upon the request of and at no cost to Seller, all Entitlement Document (and applications, materials and approvals relating thereto), and Seller may assign such Entitlement Documents (and applications, materials and approvals relating thereto) to another buyer or proceed with such approvals on its own behalf or abandon any such applications.

G. In addition to Seller's right to review and approve all Entitlement Documents, Buyer shall deliver to Seller, for Seller's review and approval (which approval may not be unreasonably withheld), all site plans, architectural plans and development plans (but in no event shall Buyer be obligated to provide Seller with any financial information). If Seller has not responded ten (10) Business Days after receipt of the applicable site plans, architectural plans and development plans, then Seller's approval will be deemed given.

H. If (i) Seller has approved Buyer's Entitlement Documents, and (ii) all other terms and provisions of this **Exhibit 7** are satisfied, then Seller shall (x) work together in good faith with Buyer and (y) use commercially reasonable efforts (at no out-of-pocket cost to itself) to cooperate with Buyer in obtaining the Entitlements as more fully set forth above, including without limitation, executing any applicable documentation requested by Buyer.

I. All capitalized terms referred to in this Agreement will have the same meaning provided in the Agreement, except where expressly defined otherwise herein.

EXHIBIT 8.2.1

DEED

[*Subject to conformance to state and local recording and form requirements*]

Recording requested by
and when recorded mail to:

_____
_____
_____
_____

_____
(space above for recorder's use only)

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Grantor**"), hereby conveys and warrants against all who claim by, through or under Grantor, but only against Grantor's own actions (and no other), to _____, a _____ ("**Grantee**"), whose address is _____, all that certain real property located in _____ County, _____, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements located on such land ("**Property**").

SUBJECT TO (i) current and future taxes and assessments and (ii) all reservations, easements, covenants, conditions, restrictions, encumbrances, and other matters, rights or interests of record or which would be disclosed by an accurate survey or inspection of Property.

RESERVING specifically unto Grantor all water and water rights of any and all kinds appurtenant to the Property.

[*applicable restrictions referenced in **Section 15.2** to be inserted*]

[*signature to follow*]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____ 20__.

GRANTOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name: _____
Its: Authorized Agent

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this ____ day of _____ 20__, personally appeared before me _____, personally known to me to be an Authorized Agent of **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said Corporation, and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.

_____
Notary Public for the State of Utah

Exhibit A
to
Deed

Legal Description of Property

EXHIBIT 8.2.3

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "**Assignment**") is entered into as of this ___ day of _____, 20__ ("**Effective Date**"), by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("**Assignor**") and _____, a _____("**Assignee**").

RECITALS

A. Assignor presently owns the real property described in **Exhibit A** to this Assignment and any and all improvements and personal property located thereon ("**Property**").

B. Pursuant to that certain Purchase and Sale Agreement, dated as of _____, 20___, between Assignor and Assignee (as amended, the "**Agreement**"), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title and interest in the Property ("**Property Transfer**") under the terms and conditions more fully set forth in the Agreement.

C. In connection with the Property Transfer, Assignor desires to assign, transfer, give and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's interest, in and to the following described rights, interests and property relating to the Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **Bill of Sale**. Assignor hereby transfers, grants, assigns, and conveys to Assignee all of Assignor's right, title and interest in and to the personal property set forth on **Exhibit B** to this Assignment (collectively, the "**Personal Property**"). The transfer, grant, assignment and conveyance set forth herein is done without warranty or representation by Assignor of any kind whatsoever, whether express or implied, written or oral, or statutory or otherwise. Without limiting the generality of the foregoing, Assignor has not made, and Assignee acknowledges that Assignor has not made, any warranty, certification, or representation related to: (i) the condition of title to the Personal Property; (ii) the nature, physical condition or any other aspect of the Personal Property; or (iii) the fitness of the Personal Property for any particular purpose (including without limitation the current use thereof).

2. **Assignment**. Assignor assigns, transfers, sets over, and conveys to Assignee, to the extent assignable, all of Assignor's right, title, and interest, in and to (i) all warranties and guaranties of any kind from third parties (but not from Assignor), express or implied, written or oral, relating to the Property and the Personal Property, including without limitation, any and all warranties and guaranties from contractors, subcontractors, builders, manufacturers, vendors and suppliers; and (ii) all licenses or permits relating to the Property, the Personal Property, and the use thereof.

3. **Binding Effect**. This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. **Construction; Definitions**. This Assignment will be construed according to the laws of State of Utah, except with respect to real property related issues which is governed by the state where the Real Property is located. Capitalized terms used and not otherwise defined herein will have the meanings given to such terms in the Agreement.

5. **Counterparts**. This Assignment may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and all of which will together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole
f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name (Print): _____
Its: Authorized Agent

ASSIGNEE:

_____,
a _____

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name (Print): _____
Its: _____

Exhibit A
to
General Assignment

Legal Description of Property

Exhibit B
to
General Assignment

List of Personal Property

EXHIBIT 15.2(ii)

USE RESTRICTIONS

This conveyance of the Property is made and is subject to the following restrictive covenants, each created by Grantor to protect the image and integrity of the Property and the improvements placed thereon as former places of worship, that Grantee or any of Grantee's heirs, successors or assigns shall not use the Property for the following: (i) any public or private nuisance; (ii) any business, trade or activity which, based on applicable legal standards and local ordinances, is deemed noxious, unreasonably noisy, or offensive; (iii) the making, storing, reading, showing, viewing, playing, listening, renting, selling, transmitting, receiving or distributing of any material, regardless of form or medium, having, in Seller's sole opinion, morally offensive content appealing to prurient interest in sex; (iv) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products; (v) any form of gambling or betting; or (vi) any other conduct or condition which is illegal and is not otherwise expressly mentioned above (collectively, the "**Use Restrictions**"). The foregoing Use Restrictions shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the Property. If Grantee or any of its heirs, successors or assigns transfers the Property, Grantee and its heirs, successors or assigns shall include the Use Restrictions in the deed of such conveyance. If a violation of the Use Restrictions occurs, then Grantor may obtain an injunction enforcing the Use Restrictions and Grantor will be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement thereof. A violation of any of the Use Restrictions, or injunctive relief obtained by Grantor by reason of such breach, will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but the Use Restrictions will remain binding upon, and effective against, any owner whose title to the Property or any part thereof, is acquired by foreclosure, trustee's sale or otherwise. The Use Restrictions will terminate and be of no further force or effect upon the earlier to occur of: (a) (i) the demolition of Grantor's buildings on the Property and (ii) the transfer of any real property owned by Grantor or its affiliates that abuts the Property; and (b) the 50-year anniversary of the date of the recording of this conveyance.

EXHIBIT 15.2(iii)

ASBESTOS ACKNOWLEDGMENT & COVENANTS

GRANTEE ACKNOWLEDGES that Grantor has informed Grantee that the Property has not been tested for and cannot be confirmed to be free from asbestos. Grantee hereby releases Grantor from any liability to Grantee with regard to asbestos existing or found on the Property and Grantee hereby indemnifies, defends and holds Grantor harmless from any injury or damage to persons or property caused by or resulting from contact, directly or indirectly, with asbestos on the Property following the date of this conveyance. Upon any renovation, demolition or other occurrence requiring handling, repair or removal of asbestos or materials containing asbestos by Grantee, Grantee shall remove, cover or repair said asbestos or asbestos containing materials, at Grantee's own expense, and comply with all laws applicable to asbestos.

SUMMARY OF
LEASE AGREEMENT
PN: 506-5526 (Hillsdale)

This Summary of Lease Agreement (this "**Term Summary**") is a part of the Lease (defined below). Each reference in the Lease to any term in this Term Summary will have the meaning set forth in this Term Summary. If there is a conflict between the terms in this Term Summary and the Lease, the terms of the Lease will prevail.

"Execution Date":	November 1, 2025
"Landlord":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole
"Landlord's Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Steven Wallis Telephone: (801) 353-4676 Email: steven.wallis@churchofjesuschrist.org With a copy to: Lease Management Property No. 506-5518 50 E North Temple, 12th Floor Salt Lake City, UT 84150 Email: DL-FMD-West-Valley-UT-OA@churchofjesuschrist.org Telephone: (801)-964-3060
"Tenant":	**WEST VALLEY CITY CORPORATION**, a Utah municipality
"Tenant Address":	3600 Constitution Boulevard West Valley City, Utah 84119 Attn: Craig Thomas Email: craig.thomas@wvc-ut.gov
"Property":	The real property located at 3274 Hillsdale Dr., West Valley City, UT 84119 Tax Parcel Nos.: 15-28-327-020-0000 and 15-28-327-008-0000
"Building":	That certain building and associated improvements located on the Property, containing approximately 25,054 RSF.
"Premises":	The Property and the Building. A depiction of the Premises is attached as Exhibit A.
"Permitted Use(s)":	(i) General office use in support of the MyHometown initiative program pursuant to that certain Community Initiative Cooperation Agreement between Landlord and Tenant, as amended, (ii) City sponsored programs and activities approved in writing in advance by Landlord, as determined by Landlord in its sole and absolute discretion, and (iii) any other uses that are approved in writing in advance by Landlord, as determined by Landlord in its sole and absolute discretion.
"Term":	24 months, commencing on the Commencement Date and expiring on the Expiration Date unless Tenant completes purchase of property prior to the conclusion of the 24-month lease period and subject to the other terms of this Lease. Notwithstanding any other provisions herein to the contrary, Tenant acknowledges the requirement for decommissioning the Building by Landlord pursuant to the terms and conditions in the Purchase Agreement, and agrees that the changes to the Premises that result therefrom are permitted under this Lease and the Purchase Agreement. Further, Tenant acknowledges and agrees that occupancy of the Premises under this Lease shall not be permitted until said decommissioning work has been completed (except as otherwise approved by Landlord in Landlord's sole discretion) and that in the event that

<table>
<tr><td></td><td>the purchase and sale transaction contemplated by the Purchase Agreement is not consummated, then Tenant may have certain reimbursement obligations to Landlord in connection therewith, as set forth in the Purchase Agreement.</td></tr>
<tr><td></td><td>“Commencement Date”: November 1, 2025
“Expiration Date”: October 31, 2027.</td></tr>
<tr><td>“Base Rent”:</td><td><table>
<tr><th>Period</th><th>Annual Base Rent</th><th>Monthly Base Rent</th></tr>
<tr><td>Months 1 – 12</td><td>$24,000</td><td>$2,000</td></tr>
<tr><td>Months 13 – 24</td><td>$24,000</td><td>$2,000</td></tr>
</table></td></tr>
<tr><td>“Tenant’s Proportionate Share”:</td><td>100%</td></tr>
<tr><td>“Additional Rent”:</td><td>Tenant responsible for all utilities, maintenance, repairs, and operating expenses as a NNN lease</td></tr>
</table>

Exhibits and Schedules	
Schedule 1	Definitions
Exhibit A	Depiction of the Premises
Exhibit B	Allocation of Maintenance and Repair Obligations

(end of summary)

LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of the Execution Date, by and between Landlord and Tenant, in consideration of the mutual covenants contained herein.

1. BASIC TERMS AND DEFINITIONS. Capitalized terms used in this Lease will have the meaning given to them in this Lease and **Schedule 1**.

2. LEASE; CONDITION OF PREMISES.

2.1 Landlord, as seller, and Tenant, as buyer, are parties to that certain Purchase and Sale Agreement dated November 1, 2025 (the "**Purchase Agreement**"). In furtherance of the terms and conditions set forth in the Purchase Agreement, the parties have agreed that Landlord leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, subject to the terms and conditions of this Lease.

2.2 Subject to Section 2.3, Tenant agrees that the Premises are in good and tenantable condition, and accepts the Premises and all aspects thereof in "AS-IS," "WHERE-IS" condition and "WITH ALL FAULTS," and waives any implied warranty of habitability, merchantability or fitness for a particular use or purpose related to the Premises. Tenant agrees that Landlord and any person acting on behalf of Landlord has not made, and Landlord disclaims, any warranty, promise, guarantee, and/or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning the Premises in any manner whatsoever.

3. TERM. The Term will commence on the Commencement Date and expire on the Expiration Date. If the Commencement Date falls on a day other than the first day of a calendar month, then the Term will be for the number of full months or years stated in the Term Summary, plus the period from the Commencement Date to the end of the calendar month in which the Commencement Date occurs, and the Rent for the initial partial month will be prorated. Notwithstanding the foregoing, this Agreement will terminate prior to scheduled Expiration Date should the following occur:

3.1 Tenant elects to purchase the Premises pursuant to the Purchase Agreement, in which case this Lease will automatically terminate on the date Tenant acquires fee simple title to the Property; or

3.2 Tenant elects to terminate the Purchase Agreement pursuant to an existing termination right under the Purchase Agreement, in which case this Lease will automatically terminate on the date described in Tenant's termination notice sent pursuant to the Purchase Agreement; or

3.3 Landlord elects to terminate the Purchase Agreement pursuant to an existing termination right under the Purchase Agreement, in which case this Lease will automatically terminate on the date described in Landlord's termination notice sent pursuant to the Purchase Agreement.

Should any of the events described in Section 3.1, 3.2, or 3.3 occur, the Lease will terminate on the described date, except for those terms and conditions herein which survive termination.

4. RESERVED.

5. RENT; DUE DATE; LATE FEE; INTEREST.

5.1 Tenant will pay the Base Rent for the first month of the Term (or for the initial partial month if the Term commences on a day other than the first day of a calendar month) on the Commencement Date. Tenant will thereafter pay its monthly Base Rent installments on or before the first (1st) day of each month during the Term at Landlord's Address without deduction, demand, or set off. Tenant will pay the Base Rent on a net lease basis, such that Tenant will pay all operating and insurance costs and real property taxes as attributable or allocable to the Premises through Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance and the costs of utilities. If any installment of Base Rent is not received by Landlord within five (5) calendar days after the date it is due, Tenant will pay the Late Fee. In addition, if any Base Rent or other sum due from Tenant to Landlord is not received by Landlord

within ten (10) calendar days after the date the same is due, interest will accrue on the unpaid amount from the date it is due through the date of actual payment at the rate of twelve percent (12.0%) per annum.

5.2 As contemplated in the Purchase Agreement, all Base Rent payments made by Tenant under this Lease will be applied to the total purchase price of the Premises should Tenant elect to purchase the Premises pursuant to the Purchase Agreement. If, however, Tenant elects not to purchase the Premises, or if this Agreement terminates and Tenant has not purchased the Premises by such time, then Landlord will retain all Base Rent payments.

6. RESERVED.

7. PERMITTED USE.

7.1 Tenant may use the Premises for the Permitted Use and for no other use whatsoever. Landlord makes no representation or warranty as to the suitability of the Premises for Tenant's intended use. Tenant will comply with all present and future Laws relating to Tenant's use or occupancy of the Premises, including obtaining and maintaining, at its sole cost and expense, any and all licenses, permits, and approvals necessary or appropriate for its use, occupation and operation of the Premises for the Permitted Use, and will make any repairs, alterations or improvements to the Building and Premises as required to comply with all such Laws to the extent that such Laws relate to or are triggered by: (a) Tenant's particular use of the Premises, or (b) any Alterations. Tenant will not do, bring, keep or sell anything in or about the Premises that is prohibited by, or that will cause a cancellation of or an increase in the existing premium for, any insurance policy covering the Building or any part thereof. Tenant will not permit the Premises to be occupied or used in any manner that will constitute waste or a nuisance, or disturb the quiet enjoyment of or otherwise unreasonably disturb other tenants in the Building or other occupants within the Property.

7.2 Tenant will not do or allow any of the following acts to be done or conditions to exist upon the Premises: (a) any public or private nuisance; (b) the sale or promotion, distribution or use of alcoholic beverages, marijuana, tobacco products, or illicit drugs; (c) the sale, rental, display, or distribution of any sexually explicit or morally inappropriate (as determined by Landlord in its sole discretion) or pornographic, lewd, obscene, or adult-oriented material or sexual acts; (d) gambling; (e) any smoking (including, without limitation, cigarettes, cigars, pipes, or e-cigarettes) within the Building or on the Property; (f) any use or occupancy by a federal governmental entity or federal governmental contractor, subcontractor, recipient, or subrecipient; and/or (g) the occupancy of any business or entity that is publicly directly associated with any of the following: (i) reproductive/abortion rights and counseling, such as planned parenthood; (ii) the production and sale/distribution of alcoholic beverages (including in powder form), including, without limitation, brewing companies, distillers, bottlers, wineries, and powdered alcohol manufacturers; (iii) the production, sale or distribution of marijuana; (iv) the production or manufacturing of tobacco products or e-cigarettes; (v) the production, publication, or distribution of sexually explicit or exploitive, pornographic, or adult-oriented material, including, without limitation, movies, videos, DVDs, magazines, photographs, video games, books, or internet sites, and the technological evolution of the same; and (vi) gambling or adult-gaming, such as casinos and on-line gambling.

7.3 As a material condition of this Lease, Tenant represents and warrants that: (1) it is not a federal governmental entity or instrumentality, nor that the Premises will be used to support a federal government contract or subcontract whereby the Tenant would be considered a federal government contractor or subcontractor in the context of this Lease, (2) this Lease is not, and will not be, or considered to be, a federal governmental contract, subcontract or third party contract, and (3) by entering into this Lease Landlord does not become a subrecipient, a subgrantee, a project participant, or a third party contractor or subcontractor. In the event, (a) this Lease is considered or alleged to be a federal government contract, subcontract or third party contract, or (b) Landlord is considered or alleged to be a subrecipient, a subgrantee, a project participant, a third party contractor, or a federal government contractor or subcontractor under federal contracting law, or (c) if due to this Lease Landlord, the Premises or the Building become or is alleged to become subject to any federal laws, statutes, rules or regulations to which the Premises or the Building are not currently subject, including, without limitation, any civil rights statutes, such as Title VI and VII of the Civil Rights Act, Executive Order 11246, as amended, 29 U.S.C. Section 793, et seq., 38. U.S.C. Section 4212, et. seq., 41 U.S.C. Section 601, et. seq., or the regulations promulgated in 41 C.F.R. 60-1 or 41 C.F.R. 60-2, and/or any other laws, rules, or regulations that would impose any obligation on Landlord to comply with any affirmative action, equal opportunity, or similar program required of federal or state government contractors and subcontractors arising from this Lease, the relationship with Tenant or Tenant's use of the Premises, Tenant will be in default of this Lease and

this Lease will, at the option of Landlord, terminate. Notwithstanding the above, Landlord, in its sole and absolute discretion, will have the right to waive such default and/or the termination of the Lease. Nothing herein will prevent Landlord from pursuing any other rights or remedies that it may pursue in the event of a default of this Lease.

8. COMPLIANCE WITH LAWS. Tenant will conduct business in the Premises only in compliance with the Permitted Use. Tenant will comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act, building codes, and safety and fire codes, regarding the operation of Tenant's business and the use and occupancy of the Premises. Tenant will promptly provide Landlord with copies of any notices it receives regarding any alleged violation of law.

9. MAINTENANCE AND REPAIR. Landlord and Tenant will perform their respective operations, maintenance, repair and replacement obligations with respect to the Property, Building, and Premises as set forth in **Exhibit B**. Tenant will perform its operations, maintenance, repair and replacement obligations in a good and workmanlike manner and in a first-class condition. All landscape maintenance shall be done in accordance with Landlord's current Scope of Work, standards, and policies, copies of which have been shared with Tenant. Tenant will pay the cost of repairs for damage occasioned by Tenant's use of the Premises or the Property or any act or omission of Tenant or Tenant Parties or its guests and invitees, and such costs to be billed to Tenant. The costs incurred by Landlord to maintain and repair the Building as set forth in the Lease will be included as part of the Operating Expenses. As a material part of the consideration for this Lease, Tenant hereby waives any benefits of any applicable existing or future Law that allows a tenant to make repairs at its landlord's expense. If Landlord conducts, or pays for the cost of, any repairs for damage occasioned by Tenant's use of the Premises or the Property or any act or omission of Tenant or Tenant Parties, Landlord will have the right to charge an additional five percent (5%) to the costs and expenses incurred by Landlord to cover Landlord's administrative costs and expenses.

9.2 Notwithstanding the provisions of this Lease, if Landlord, in its sole opinion, determines that repairs that are Tenant's responsibility under this Lease are immediately necessary to avoid possible injury, harm, loss, or damage to persons or property, Landlord may but will not be obligated to, make repairs to such items at Tenant's expense. Within ten (10) days after Landlord renders a statement for the costs of the repairs, Tenant will reimburse Landlord.

10. UTILITIES. Landlord will make available to the Premises reasonable amounts of electricity, water, heat and air-conditioning, and sewer and water service to any restrooms and/or break rooms in the Premises. The parties agree that should there occur an interruption, diminishment or termination of any utility service(s) due to causes beyond the reasonable control of Landlord, and Tenant cannot operate within the Premises for the Permitted Use, Tenant's sole and exclusive remedy will be an abatement of Base Rent proportionate to the degree of such interference, commencing as of the third (3rd) consecutive business day of such Service Failure and ceasing upon the earlier of the date the Service Failure ceases or Tenant recommences operations within the Premises.

11. RESERVED.

12. LIENS. Tenant will keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Tenant, and Tenant will indemnify, hold harmless and defend Landlord from any liens that may be placed on the Premises and/or the Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Tenant. Any such liens must be released of record within thirty (30) days. If any such lien attaches to the Premises or the Property, and Tenant does not cause the same to be released, Tenant will reimburse Landlord for all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same including interest at the rate of eighteen percent (18.0%) per annum within ten (10) days after written notice from Landlord to Tenant setting forth the amount of such costs and expenses

13. INSURANCE.

13.1 Tenant's Insurance.

(a) Tenant will maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence basis with limits of not less than Two Million Dollars ($2,000,000.00)

each occurrence; Four Million Dollars ($4,000,000.00) annual general aggregate. Tenant's liability insurance policy or policies will: (1) include premises and operations liability coverage; (2) provide that the insurance company has the duty to defend all insureds under the policy (separation of insured language will not be modified); (3) provide that defense costs are paid in addition to and do not deplete any of the policy limits; and (4) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises or the Property. Landlord and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, will be listed as additional insureds. All endorsements creating such additional insured status will be acceptable to Landlord and at least as broad as additional insured endorsement form number CG 20 11 01 96.

(b) Tenant will at all times maintain in effect with respect to any Alterations and Tenant's goods, inventory and personal property, commercial property insurance (cause of loss – special form) (formerly "all-risk") providing coverage for one-hundred percent (100%) of the full replacement cost of the covered property. During the Term, the proceeds from any such policies of insurance will be used for the repair or replacement of the Alterations and Tenant's goods, inventory and personal property so insured. Landlord will have no obligation to carry insurance on any Alterations or Tenant's goods, inventory and personal property.

(d) Beginning on the date Tenant is given access to the Premises for any purpose, which could be prior to the Commencement Date, and continuing until expiration of the Term, as it may be extended, Tenant will procure, pay for and maintain in effect Workers' Compensation Insurance for all of its employees who work at or visit the Premises and Employers Liability Insurance in accordance with applicable Laws.

(e) Beginning on the Commencement Date and continuing throughout the Term, Tenant will maintain a policy of business income and extra expense insurance (providing rental coverage) policy providing equivalent coverage covering at least a twelve (12) month period.

(f) Each policy of insurance required under this **Section 13** will: (1) be in a form, and written by an insurer, acceptable to Landlord, (2) be maintained at Tenant's sole cost and expense, and (3) except for workers' compensation insurance, be endorsed as primary and non-contributing with the policies of Landlord being excess, and secondary; and (4) be issued by insurance companies that have rating classifications of "A" or better and financial size category ratings of "VIII" or better according to the latest edition of the A.M. Best Key Rating Guide. All insurance companies issuing such policies will be licensed to do business in the state where the Property is located. Tenant will provide to Landlord, upon request, evidence that the insurance required to be carried by Tenant pursuant to this **Section 13**, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid.

(g) Prior to occupancy of the Premises by Tenant, and not less than thirty (30) days prior to expiration of any policy thereafter, Tenant will furnish to Landlord a certificate of insurance in the form of: (a) ACORD™ Form 25 (2010/05) (or its replacement) *Certificates of Liability Insurance* for liability coverages accompanied by the endorsement form CG 20 11 01 96 showing the required additional insureds satisfactory to Landlord in substance and form, and (b) ACORD™ Form 28 (or its replacement) *Evidence of Property Insurance* for property coverages. Tenant will provide Landlord with thirty (30) days' prior written notice of the modification, non-renewal or cancellation of Tenant's insurance policies.

13.2 Insurance Coverage During Construction. During the period of any construction on, in or about Premises by, through or under Tenant, Tenant will obtain, or require its contractor(s) to obtain, and thereafter maintain so long as such construction activity is occurring, at least the following minimum insurance coverage, in addition to those coverages set forth in **Section 13.1**:

(a) Independent Contractor's Liability with the same coverage as in (1) above.

(b) Products/Completed Operations Coverage which will be kept in effect for two (2) years after completion of work.

(c) "XCU" Hazard coverage, if applicable.

14. WAIVER OF SUBROGATION. To the fullest extent permitted by Law, Landlord and Tenant hereby waive and will cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's FF&E, leasehold improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance will be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

15. ALTERATIONS, IMPROVEMENTS AND REPAIRS. Tenant will not make Alterations without first obtaining the written consent of Landlord in each instance, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's consent will not be required for any Cosmetic Alterations. Prior to commencing Alterations that require Landlord's consent, Tenant will furnish Landlord with plans and specifications, names of its contractors, and evidence of contractor's and subcontractor's insurance. Alterations will be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord. Tenant will reimburse Landlord for any reasonable out-of-pocket sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations, at a cost not to exceed $500.00. Any and all Alterations and repairs made by Tenant will become property of Landlord upon expiration or earlier termination of this Lease, unless otherwise agreed to between the parties. Upon Tenant's removal of any Alteration or improvement, Tenant will repair any damage to the Premises caused by such removal, ordinary wear and tear excepted.

16. ENTRY BY LANDLORD. Upon reasonable oral or written notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises at all reasonable times to determine whether the Premises are in good condition, to determine whether Tenant is complying with its obligations under this Lease, to perform any maintenance, repair or structural enhancement of the Premises or the Building that Landlord has the right or obligation to perform, to install or repair improvements for other tenants where access to the Premises is required for such installation or repair, to serve, post or keep posted any notices required or allowed under the provisions of this Lease, to show the Premises to prospective brokers, agents, buyers, transferees, mortgagees or tenants, or to do any other act or thing necessary for the safety or preservation of the Premises or the Building. Entry by Landlord will not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

17. NO ASSIGNMENT OR SUBLETTING.

17.1 Tenant will not Transfer this Lease nor any part of the Premises, without the prior written consent of Landlord, which will not be unreasonably withheld. If Tenant is a business entity, any direct or indirect transfer of fifty percent (50%) or more of the ownership interest of the entity (whether in a single transaction or in the aggregate through more than one transaction) will be deemed a Transfer. Notwithstanding any provision in this Lease to the contrary, Tenant will not mortgage, pledge, hypothecate, grant a collateral assignment of or security interest in, or otherwise encumber all or any portion of Tenant's interest under this Lease. If a Transfer is not effectuated into within one hundred twenty (120) days after Landlord consents to such Transfer, Landlord's consent will expire and Tenant will need to re-obtain Landlord's consent to the Transfer.

17.2 No consent by Landlord to any Transfer will relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment, subletting or other Transfer. Each Transferee will be jointly and severally liable with Tenant (and Tenant will be jointly and severally liable with each Transferee) for the payment of Rent (or, in the case of a sublease, rent in the amount set forth in the sublease) and for the performance of all other terms and provisions of this Lease. The consent by Landlord to any Transfer will not relieve Tenant or any such Transferee from the obligation to obtain Landlord's prior written consent to any subsequent Transfer by Tenant or any Transferee. The acceptance of Rent by Landlord from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer.

17.3 Concurrently with submitting each request for Landlord's consent to any Transfer, Tenant will pay Landlord an administrative review fee of Five Hundred Dollars ($500.00). In addition to the administrative review fee, Tenant will pay to Landlord on demand all costs and expenses (including reasonable consultant's fees and Legal Costs) incurred by Landlord in connection with reviewing or consenting to any proposed Transfer. The administrative review fee and other costs are payable in connection with any request for consent to, or any waiver of Landlord's rights in connection with, any security interest in any of Tenant's FF&E at the Premises.

17.4 Tenant hereby absolutely and irrevocably assigns to Landlord all rights to receive rent and other consideration from any sublease and agrees that Landlord, as assignee or as an attorney-in-fact for Tenant for purposes hereof, or a receiver for Tenant appointed on Landlord's application may (but will not be obligated to) collect such rents and other consideration and apply the same toward Tenant's obligations to Landlord under this Lease; provided, however, that Landlord grants to Tenant at all times prior to occurrence of any breach or default by Tenant a revocable license to collect such rents (which license will automatically and without notice be and be deemed to have been revoked and terminated immediately upon any event of default).

18. DAMAGE OR DESTRUCTION.

18.1 In the event the Premises are damaged or destroyed by fire or other casualty (i) to the extent that the cost of repairing or replacing same will exceed fifty percent (50%) of the then replacement value thereof, or (ii) during the last two (2) years of the then current Term and to the extent that the cost of repairing or replacing same will exceed twenty percent (20%) of the then replacement value thereof, or (iii) at any point it is determined that restoration of the Premises will take more than one hundred eighty (180) days from the date of such casualty; then, in any such event, Landlord may, within thirty (30) days after each such determination, terminate this Lease upon written notice to the other party, in which event (a) Tenant will be unconditionally obligated to transfer or assign to Landlord all insurance proceeds, if any, arising from such casualty event that relate exclusively to capital improvements and fixtures, and (b) this Lease will be deemed terminated and neither party will have any further obligations hereunder except those that expressly survive termination of this Lease hereunder.

18.2 Unless Landlord terminates this Lease as permitted herein after a casualty event, (i) Landlord will complete the Landlord Restoration Work, (ii) Tenant will be responsible for the replacement of Tenant's FF&E and Alterations, and (iii) Tenant will be responsible for the Tenant Restoration Work. The insurance proceeds received by Landlord on the Building and received by Tenant on any of the leasehold improvements for the Premises (but excluding insurance proceeds for Tenant's FF&E) will be held in trust by each respective party for the purpose of completing the Landlord Restoration Work and the Tenant Restoration Work. For the avoidance of doubt, Tenant will be solely responsible for the cost to replace or repair Tenant's FF&E and Alterations installed by Tenant (including any Alterations installed as part of Tenant's Work). The net available insurance proceeds received by Landlord (less any amount retained by Landlord's lender) and Tenant will then be proportionally allocated by Landlord and Tenant in good faith between the Landlord Restoration Work and the Tenant Restoration Work based on estimated expenses. If Landlord does not have sufficient insurance proceeds available to complete the Landlord Restoration Work, then Landlord can elect to terminate this Lease by written notice to Tenant within thirty (30) days after Landlord's determination that such insurance proceeds are insufficient.

18.3 In the event this Lease is terminated pursuant to this **Section 18**, Base Rent and Additional Rent will be prorated from the date of such casualty event through the date of termination. In the event this Lease is not terminated, then the Base Rent and Additional Rent will be equitably abated based on the rentable square footage of the Premises which is unusable, from the date of the casualty event until such time as the Landlord Restoration Work is Substantially Complete.

19. CONDEMNATION.

19.1. If the Premises, or any portion thereof, is taken by condemnation, this Lease will terminate as to that portion of the Premises that is taken as of the earlier of (i) the date that title to the Premises taken is vested in the condemning authority or (ii) the Date of Condemnation. If the portion of the Premises remaining after the condemnation is unsuitable for Tenant's continued use as reasonably determined by the parties, then Tenant may terminate this Lease upon thirty (30) days' written notice to Landlord after the Date of Condemnation. If the entire Premises is not taken and the Lease is not terminated by Tenant as provided herein, this Lease will remain in effect and Landlord will diligently proceed to repair and restore the Premises to an architecturally complete office space; provided, however, that Landlord's obligations to so repair and restore will be limited to the amount of any award received by Landlord and not required to be paid to any mortgagee. Landlord will not be obligated to repair or replace any Alterations, improvements, trade fixtures or Tenant's goods, inventory and personal property, which will be Tenant's responsibility. From and after the Date of Condemnation, Tenant will not be obligated to pay any Base Rent or Additional Rent applicable to such portion of the Premises taken based upon the percentage of rentable square feet

in the Premises so taken from and after the Date of Condemnation; provided that Tenant will continue to pay Base Rent or Additional Rent without any abatement for any portion of the Premises that is not taken.

19.2 The entire award or compensation in any such condemnation proceeding, whether for a total or partial taking or for diminution in the value of the fee, will belong to and be the property of Landlord; provided, however, Tenant may pursue an award from the condemning authority for such compensation as may be separately awarded by the condemning authority to Tenant and Tenant's right to receive compensation or damages from the condemning authority for its fixtures and personal property will not be affected by any award or compensation paid to Landlord, so long as Landlord's award is not diminished.

20. SURRENDER AT END OF TERM; HOLDING OVER. On the last day of the Term (or Renewal Term if applicable) or upon the earlier termination of this Lease or Tenant's right of possession, Tenant will remove Tenant's FF&E from the Premises and quit and surrender the Premises to Landlord, broom clean, and in as good order, condition and repair as at the time Tenant took possession thereof, ordinary wear and tear excepted. If Tenant fails to remove any of Tenant's FF&E at the time of termination of this Lease or Tenant's right to possession is terminated, Landlord, at Tenant's sole cost and expense, will be entitled (but not obligated) to remove and store such property. Tenant will pay Landlord, upon demand, the expenses and storage charges incurred by Landlord as a result thereof. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, and Tenant remains in the Premises, Tenant's occupancy will be subject to all of the terms and provisions of this Lease, and Tenant will pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the sum of the Base Rent and any Additional Rent due for the period immediately preceding the holdover, unless Tenant and Landlord enter a written agreement with respect to such holdover term.

21. TENANT DEFAULT AND LANDLORD REMEDIES.

21.1 Tenant will be in default if: (a) Tenant fails to pay any monetary obligation within five (5) days after the date payment was due; (b) Tenant fails to perform any other obligation required of Tenant under this Lease within thirty (30) days after written notice from Landlord thereof, except that if curing such failure will reasonably require more than thirty (30) days, Tenant will have a reasonable time to perform such cure (not to exceed ninety (90) days) so long as Tenant commences its cure within thirty (30) days after the written notice and thereafter diligently pursues the cure to completion; (c) proceedings in bankruptcy are instituted by Tenant as debtor, or proceedings in bankruptcy are instituted against Tenant and such proceedings are not dismissed within sixty (60) days of the filing thereof; or (d) Tenant becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due, or forfeits or loses its right to conduct business.

21.2 Upon default, Tenant's right to possession will cease and Landlord will have the option to pursue all remedies available at law or in equity, including any one or more of the following remedies without any notice (except as expressly stated in the immediately preceding paragraph):

(a) Terminate Tenant's possession of the Premises by any lawful means, with or without terminating this Lease. Any termination will not affect Landlord's right to damages as described herein or as allowed by Law. Tenant will immediately surrender possession of the Premises to Landlord. In such event, Landlord will be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, without limitation, (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and any other charges which had been earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant affirmatively proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent and other charges which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant affirmatively proves Landlord could have reasonably avoided; (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, and the Costs of Reletting; and (v) all other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable Law. As used in subparts (i) and (ii) above, the "worth at the time of the award" will be computed by allowing interest on unpaid amounts at the rate of ten percent

(10%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

(b) Upon termination of Tenant's right to possession of the Premises, in compliance with applicable Law, remove Tenant, Tenant's FF&E and any parties occupying the Premises. Landlord may (but will not be obligated to) relet all or any part of the Premises, without notice to Tenant, for such period and on such terms and conditions (which may include concessions, free rent and improvement allowances) as Landlord in its absolute discretion will determine. Landlord may collect and receive all rents and other income from the reletting. Tenant will pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. The re-entry or taking of possession of the Premises will not be construed as an election by Landlord to terminate this Lease. If the Premises or any part thereof is re-rented together with other space, only that rent attributable to the Premises or part so rented will be applied toward Tenant's Rent obligation under this Lease.

(c) Maintain Tenant's right to possession, in which case this Lease will continue in effect (whether or not Tenant will have abandoned the Premises), and Landlord will be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due. If Landlord desires to re-enter the Premises, Landlord will notify Tenant and Tenant will peacefully vacate the Premises and remove Tenant's fixtures, furnishings, equipment, and personal property from the Premises within ten (10) days after Landlord's notice and grant Landlord the right to enter and possess the Premises. Landlord's re-entry into the Premises will not be deemed a surrender of the Premises by Tenant, an acceptance of the Premises by Landlord, a termination of the Lease, nor constructive eviction of Tenant. If Tenant fails to peacefully vacate the Premises after receipt of Landlord's notice exercising its rights under this paragraph, Landlord may obtain an order of restitution pursuant to applicable Laws. In such an event, Tenant hereby unconditionally stipulates to the order of restitution and waives any and all defenses and claims to the contrary and agrees that Landlord may obtain the order of restitution through summary proceedings.

(d) Pursue any other remedy now or hereafter available to Landlord under the Laws or judicial decisions of the state in which the Premises is located. The rights specifically described in this Section will not limit Landlord's right to correct by injunctive relief or recover damages for any and all detriment proximately caused by Tenant's default under this Lease or which would be likely to result from such default in the ordinary course.

In addition to the foregoing, if Tenant is in default of any of its non-monetary obligations under the Lease after the notice and cure periods required hereunder, Landlord will have the right to perform such obligations. Tenant will reimburse Landlord for the reasonable out-of-pocket cost of such performance upon demand, together with an administrative charge equal to 15% of the cost of the work performed by Landlord. The repossession or re-entering of all or any part of the Premises will not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord will be exclusive of any other right or remedy. Each right and remedy will be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at law or in equity.

The subsequent acceptance of Rent hereunder by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No waiver by Landlord of any breach hereof will be effective unless such waiver is in writing and signed by Landlord.

22. LANDLORD DEFAULT AND TENANT REMEDIES. If Landlord fails to perform any of its obligations under the Lease, Tenant may give written notice to Landlord. Landlord will be in default of this Lease if Landlord receives written notice of any failure to perform and Landlord fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord will not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursues such non-performance to completion. In the event of a default by Landlord, Tenant, at its option, without further notice or demand and as its sole and exclusive remedies, may: (i) pursue the remedy of specific performance or injunction; or (ii) seek declaratory relief; or (iii) pursue an action for actual and direct damages for loss. Notwithstanding anything herein to the contrary, Landlord will not be subject to consequential, indirect, expectation, punitive, or special damages, such as damages resulting from loss of business or revenue. Nothing herein

contained will relieve Landlord from its obligations hereunder, nor will this Section be construed to obligate Tenant to perform Landlord's repair obligations.

23. ATTORNEY FEES AND OTHER COSTS; JURY WAIVER. In the event of a default by either party under this Lease, the defaulting party agrees to pay all costs and expenses incurred by the non-defaulting party as a result of the default or to enforce its remedies for default hereunder, including, without limitation, court costs, expert witness fees, and reasonable attorneys' fees. LANDLORD AND TENANT HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ALLEGING A BREACH OF THIS LEASE OR SEEKING AN INTERPRETATION HEREOF OR ANY RELIEF HEREUNDER.

24. ESTOPPEL CERTIFICATES. Within twenty (20) days after receipt of a written request from Landlord, Tenant will execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested (including a mortgagee or prospective purchaser). Such estoppel certificate will include a certification as to the status of this Lease, the existence of any defaults, the amount of Rent that is due and payable, and such other information as Landlord may reasonably request.

25. INDEMNIFICATION; RELEASE.

25.1 Landlord and Landlord Parties will not be liable to Tenant or Tenant Parties for (a) any loss, harm, or damage to any property (including Tenant's FF&E) in or about the Premises or the Building from any cause whatsoever, (including, without limitation: defects in the Building or in any equipment in the Building; fire, explosion or other casualty; bursting, rupture, leakage or overflow of any plumbing or other pipes or lines, sprinklers, tanks, drains, drinking fountains or wash stands in, above, or about the Premises or the Building; or acts of other tenants in the Building), or (b) any loss, theft, release or disclosure of any data or information (in physical or electronic form) from the Premises or Tenant's business operations within the Building or on the Property. In addition, Landlord and the Landlord Parties will not be liable to Tenant or Tenant Parties for any bodily injury in or about the Premises or the Building from any cause (including the acts of other tenants or their agents, servants, contractors, employees, guests or invitees). Tenant hereby releases and waives all Claims against Landlord and Landlord Parties for any such loss, harm, damage, injury, theft, release, and/or disclosure and the cost and expense of defending against such Claims, provided that Tenant does not release Landlord from any Claims for loss, harm or damage to any property (including Tenant's FF&E) arising from the gross negligence or intentional misconduct of Landlord or Landlord's employees acting within the scope of their employment or for bodily injury arising from the sole negligence or intentional misconduct of Landlord or Landlord's employees acting within the scope of their employment. In no event, however, will Landlord or the Landlord Parties be liable to Tenant or Tenant's Representatives for any punitive, special, exemplary, indirect, or consequential damages or damages for loss of business by Tenant.

25.2 Tenant will indemnify, defend and hold Landlord and Landlord Parties harmless for, from and against Claims arising from (a) the acts or omissions of Tenant or Tenant Parties or its guests and invitees in or about the Property or the Building, or (b) Tenant's use or occupancy of and operations upon the Property, Building, and Premises, or (c) any construction or other work undertaken by Tenant on the Premises (including any design and construction defects), or (d) any breach or default under this Lease by, through, or under Tenant, or (e) any accident, injury, harm, loss, or damage to any person or property, occurring in or about the Premises during the Term regardless of the cause, including, but not limited to, any environmental injury, harm and/or contamination; except that Tenant does not indemnify Landlord from any Claims for bodily injury solely arising from the direct negligent acts of Landlord or Landlord's employees acting within the scope of their employment. Subject to Tenant's indemnification obligations above, Landlord will indemnify, defend and hold Tenant harmless from and against Claims solely arising from the direct negligent acts or omissions of Landlord resulting in any harm or injury to persons in or about the Property; except that Landlord does not indemnify Tenant from any Claims for bodily injury arising in any degree from the acts or omissions of Tenant, Tenant Parties or its guests and invitees. Tenant's indemnification obligation is independent of Tenant's obligation to maintain insurance, and the minimum limits on Tenant's insurance coverage set forth in this Lease will not limit the Tenant's indemnification obligations under this Lease.

25.3 The obligations of the parties under this **Section 25.3** (a) are independent of, and will not be limited by, each other or any insurance obligations set forth in this Lease or comparative negligence statutes or principles or damages or benefits payable under workers compensation or other employee benefit acts, and (b) will survive the expiration or earlier termination or this Lease until such time as all related Claims against the benefited parties are

fully and finally barred by applicable Laws. All applicable Laws affecting the validity or enforceability of any portion of the waivers, releases and indemnities contained in this **Section 25** are made a part of this **Section 25**, and will operate to amend such obligations to the minimum extent necessary to bring the provisions into conformity with applicable Laws and cause the provisions, as modified, to continue in full force and effect.

26. NOTICES. Any notice or demand required or permitted hereunder will be: (i) given in writing; (ii) delivered by hand delivery, U.S. certified mail, overnight delivery service (e.g., FedEx); and (iii) deemed effectively given on the earliest of: (a) the date delivered, (b) the third business day after deposit of certified mail, postage prepaid, with the United States Postal Service, (c) the next business day after mailing by overnight delivery service, or (d) the date delivery is refused by the intended recipient. No notice hereunder may be effectively given by text message. Each notice is to be addressed to the parties at the addresses set forth in the Term Summary.

27. NO WAIVER. Neither party's failure to enforce or delay in enforcing any obligation of the other party under this Lease will waive or impair that party's right to enforce any obligation that remains unperformed or any subsequently maturing obligation by the non-performing party.

28. INTEGRATION. This Lease and any exhibits and schedules, if any, attached and forming a part of this Lease, set forth all the covenants, promises, agreements, conditions, and understandings, between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding upon Landlord or Tenant unless reduced to writing and signed by both of them.

29. SEVERABILITY. If any provision of this Lease or its application to any person or circumstance is held to be invalid or unenforceable by any tribunal having jurisdiction of the matter, the remainder of this Lease and the application of the provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable will not be affected and the invalid or unenforceable provision will be interpreted, modified and/or applied to the person or circumstance as to most nearly carry out the original intent of the parties and still be enforceable.

30. TIME OF ESSENCE. Time is of the essence in the interpretation and enforcement of this Lease.

31. NO RECORDING. Neither this Lease nor any memorandum thereof will be recorded in any public real estate records.

32. SIGNAGE. Except for installing Tenant's standard and customary signage on the exterior building (in a location mutually agreed upon between the parties), Tenant will not install any signs, advertisements or notices on the windows, doors, walls or other parts of the Building, except those approved in advance and in writing by Landlord.

33. QUIET ENJOYMENT. Landlord covenants that if Tenant timely pays the rent and performs all of the terms of this Lease, Tenant will peaceably and quietly enjoy and possess the Premises throughout the Term (and any Renewal Term(s)), subject only to the conditions set forth in this Lease.

34. GOVERNING LAW; NO PRESUMPTION. The Laws of the state where the Premises are located will govern the validity, performance, and enforcement of this Lease. The terms and provisions of this Lease represent the results of negotiations between Landlord and Tenant, each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease must be interpreted and construed in accordance with their usual and customary meanings, and Landlord and Tenant each waive the application of any rule of law that ambiguous or conflicting terms or provisions contained in this Lease are to be interpreted or construed against the party who prepared the executed Lease or any earlier draft.

35. BROKERS. Landlord and Tenant warrant and represent to each other, which warranty will survive the expiration or termination of this Lease, that in the negotiating or making of this Lease, neither party nor anyone acting on its behalf has dealt with any broker or finder who might be entitled to a fee or commission for this Lease. Landlord and Tenant will indemnify, defend, and hold each other harmless from any claims asserted by any other broker or finder for a fee or commission based upon any dealings with or statements made by the representing party.

36. AUTHORITY. Each individual executing this Lease represents and warrants that: (i) if the individual is executing this Lease for and in behalf of an entity or organization, all requisite corporate and/or legislative approvals have been secured and obtained, and that he/she has been duly authorized to execute this Lease in the capacity and for the entity set forth where he/she signs and to bind the entity or organization; and (ii) if the individual is executing this Lease for and in behalf of himself or herself, the individual has the requisite legal capacity, and has the requisite legal age, to enter into this Lease, and this Lease will be binding on the individual.

37. NO RELATIONSHIP. The parties expressly disclaim and disavow any partnership, joint venture, fiduciary, agency, employment status, or relationship between them and expressly affirm that they have entered into this Lease as part of an "arms-length" transaction. No party will have the right to act as an agent for another party, and each is solely responsible for its respective expenses, liabilities, and obligations.

38. INTERPRETATION. Wherever the context requires in construing of this Lease, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular.

39. COUNTERPARTS. This Lease may be signed in counterparts and transmitted electronically. Each counterpart will be deemed to be an original, but all separate counterparts will together constitute one and the same instrument. Electronic signatures and copies of signatures will be deemed originals.

40. INDEPENDENT COVENANTS/CONTROLLING NATURE OF LEASE. The parties agree that the terms and conditions of the Lease define and control their relationship and obligations regarding the Premises, the Building, and the Property. This Lease will be construed as though the covenants of Tenant are independent and Tenant hereby expressly waives the benefit of any Laws to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant will not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord (unless that right is expressly set forth herein). Notwithstanding the foregoing, Tenant may notify Landlord of any default and if such default is not cured within the prescribed cure period, Tenant may thereafter commence a separate action against Landlord for a violation of Landlord's obligations hereunder. In addition, Tenant hereby waives any benefits of any applicable existing or future Laws that may permit the termination of this Lease due to any Service Failure or other interruption or failure of any utility or other service, or due to any damage or destruction to or partial taking of the Premises or the Building under any circumstances.

[*Signatures on following page*]

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

LANDLORD:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole

By: _____

Name: _____

Its: Authorized Agent

TENANT:

WEST VALLEY CITY CORPORATION,
a Utah municipality

By: _____

Name: Karen Lang

Its: Mayor

ATTEST:

_____
City Recorder

Approved as to form 10/1/2025
Brandon Hill

SCHEDULE 1
DEFINITIONS

1.1. **Affiliate** – Any corporation, person or other entity that, directly or indirectly controls, is controlled by, or is under common control with Tenant or Landlord, as the case may be, or to any corporation or other entity resulting from a merger or consolidation with Tenant or Landlord, as the case may be. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

1.2. **Alterations** – Any additions, alterations, improvements, modifications, or changes to the Premises (including installation of any security system or telephone or data communication writing), other than Tenant's Work and Landlord's Work, as applicable.

1.3. **Claims** (individually, a "**Claim**") – All foreseeable and unforeseeable claims, actions, causes of action (whether in tort, contract, or under a theory of strict liability, or whether in law, equity, statutory or otherwise), litigation, demands, liabilities, damages, losses, injuries, disbursements, costs, charges, judgments, penalties, fines, losses, or expenses, including, without limitation, attorneys' fees.

1.4. **Cosmetic Alterations –** Alterations that (a) are of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) are not visible from the exterior of the Premises or Building; (c) will not affect the structure or components of the Building; and (d) do not require work to be performed inside the walls or above the ceiling of the Premises.

1.5. **Costs of Reletting** – All reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

1.6. **Date of Condemnation** – The date the condemning authority has the right to possession of the property being condemned.

1.7. **Environmental Laws** – All federal, state, local, or municipal environmental law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (ii) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (iii) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (iv) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (v) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (vi) state or local environmental laws, and (vii) any regulations related to any of the foregoing.

1.8. **Force Majeure Events** – Any event outside of the reasonable control of Landlord, including, but not limited to, any act of nature, act of God, governmental or police action or failure to act, labor dispute, strikes, lockouts, acts of war, acts of terrorism, civil unrest or commission, inability to obtain services, labor, or materials or reasonable substitutes therefor, unavailability of utility service, mechanical breakdown, closure of any public streets or sidewalks or any building, structure or improvement not owned by Landlord, and/or any fire or other casualty, or any contagious or infectious disease outbreaks or other public health emergencies, such as, but not limited to, epidemics, pandemics or impositions of quarantine restrictions by any governmental authority in the geographic area where the Premises is located or that imposes a significant risk of harm, injury, or illness to employees, contractors, servants, customers, or guests visiting the Premises or the Building, provided that Force Majeure Events will not include failure to pay any amount, such as Rent under this Lease, financial inability, or bankruptcy.

1.9. **Governmental Authorities** – Any governmental entity, agency or authority with jurisdiction over any portion of the Property, or any aspect of the entitlements, development, or construction thereof (including, without limitation, all applicable agencies and divisions of any local municipality.

1.10. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, all asbestos or petroleum-based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or

regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.11. **Landlord Parties** – Means Landlord, its property manager, if applicable, and any mortgagee, and any Affiliates of the foregoing, and all of their respective officers, directors, managers, members, shareholders, partners, employees, agents, servants, and contractors.

1.12. **Landlord Restoration Work** – After a casualty event, Landlord's repair and restoration work for the Building as may be required to return the Premises to its condition prior to the Commencement Date.

1.13. **Late Fee** – Ten percent (10.0%) of the delinquent amount.

1.14. **Laws** – Any law, regulation, rule, order, statute or ordinance of any governmental or private entity in effect at any time during the Term and applicable to the Property and Tenant's use thereof, including, but not limited to, building, fire and safety codes and regulations, conditional use permits, certificates of occupancy, Environmental Laws and the Americans with Disabilities Act.

1.15. **Lease** – This Lease Agreement, including the Term Summary and all exhibits and schedules attached hereto.

1.16. **Rent** – Base Rent and Additional Rent.

1.17. **RSF** – Rentable Square Feet; the total number of square feet of both the Building and the Premises, including an allocation of common area.

1.18. **Service Failure** – An interruption in, a disruption of, or failure or inability to provide any services or utilities to the Premises or Building for any reason.

1.19. **Tenant's FF&E** – Tenant's trade fixtures, furnishings, equipment and stock in trade.

1.20. **Tenant Parties** – Tenant, its partners, shareholders, members, managers, officers, directors, employees, agents, servants, contractors, assigns, representatives, licensees, and permitted subtenants

1.21. **Tenant Restoration Work** – After a casualty event, Tenant's repair and restoration for Tenant's Work and any Alterations made by Tenant.

1.22. **Transfer** – An assignment, collateral assignment, mortgage, pledge, hypothecation or Encumbrance of this Lease or any interest therein, or subletting or granting a license, concession or any other interest in the Premises, or permitting the use or occupancy of the Premises or any part thereof by or for the benefit of anyone other than Tenant, or in any other manner transferring all or any part of Tenant's rights or interests under this Lease. If Tenant is a business entity, any direct or indirect transfer of fifty percent (50%) or more in the aggregate of the ownership interest of the Tenant entity or of the ownership interest of the manager, member, or shareholder or other entity controlling the Tenant entity (whether in a single transaction or in the aggregate through more than one transaction) will be deemed a Transfer; provided that transfers of publicly traded ownership interest in the Tenant entity or a transfer resulting from the death of a person will not be deemed a Transfer.

1.23. **Transferee** – An assignee, mortgagee, subtenant, licensee, concessionaire, user or other transferee.

Exhibit A

(Floor Plan of the Premises)

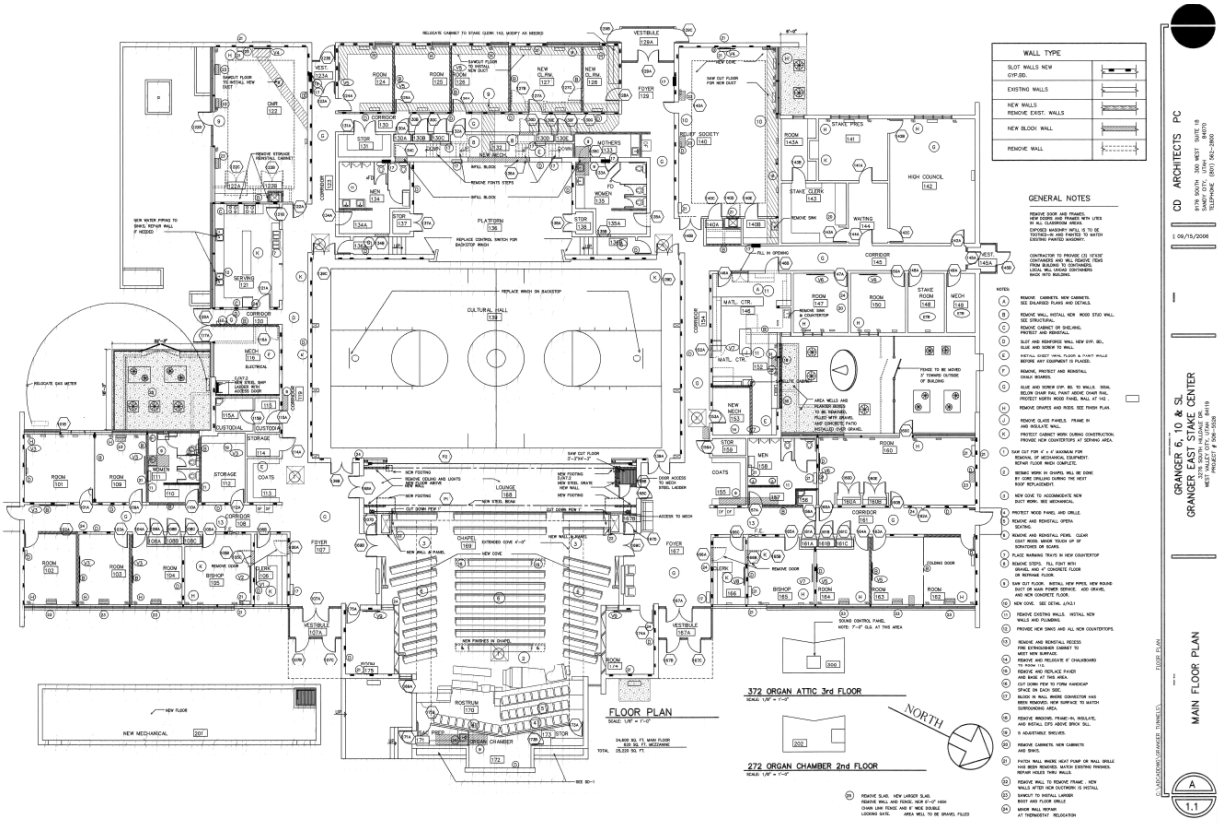


Exhibit B

(Allocation of Maintenance and Repair Obligations)

The allocation of Landlord's and Tenant's obligations, and the party responsible for the costs relating to the same, are as shown below.

Item	Landlord's Obligation	Tenant's Obligation	Recoverable by Landlord	Not Recoverable by Landlord
Building Foundation		X		
Building Structural Elements		X		
Exterior Walls (including painting)		X		
Roof		X		
Roof Membrane		X		
Rain Gutters		X		
Pylon/Monument Sign		X		
Pylon Sign Face		X		
Sidewalks		X		
Drive Aisles/Asphalt		X		
Parking Area/Asphalt		X		
Striping		X		
Parking Area Sweeping		X		
Common Area Signage		X		
Landscaping		X		
Building adjacent walkways		X		
Utility systems (from the meter to and within the Premises)		X		
Utility systems (to the meter and outside of the Premises)		X		
Utility systems (not separately metered)		X		
Utility Charges – Common Area and Building		X		
Utility Charges – Premises (separately metered)		X		
Common Areas Light Fixtures		X		
Maintenance of Building Lighting (including exterior building lighting)		X		
Replacement of Building Lighting (including exterior building lighting)		X		
HVAC (less than $2,000.00)		X		
HVAC (more than $2,000.00)		X		
Interior of Premises		X		
Windows/Plate Glass		X		
Interior Doors		X		
Exterior Doors		X		
Trash Enclosure		X		

Trash Dumpster & Disposal		X		
Snow Removal		X		
Tenant's Signage		X		
Property Signage		X		
Security – Common Areas		X		
Real Property Taxes		X		
Landlord's Insurance		X		
Tenant's Insurance		X		

1. DEFINITIONS. The following capitalized terms will have the ascribed meanings:

1.1 **Additional Rent** – Any charge, fee or expense payable by Tenant to Landlord under this Lease, including, without limitation, Tenant's Proportionate Share of (a) Operating Expenses, (b) Taxes, and (c) Landlord's Insurance, for any calendar year falling in whole or in part during the Term.

1.2 **Landlord's Insurance** – Landlord may manage a program of alternative risk transfer related to risk of harm, loss or damage to the Building and the Property, and the repair, restoration, and reconstruction thereof, to the extent and degree that Landlord deems necessary in Landlord's reasonable judgment. Landlord's risk management program may include elements of traditional insurance, self-insurance, large deductibles, or risk assumption. The cost of Landlord's risk management program will be deemed to be the cost of obtaining and managing an insurance policy covering the risk managed or assumed by Landlord, which cost will be determined by an estimate or quote from a reputable insurance company regarding such insurance coverage. The cost of Landlord's risk management program, as determined above, will be deemed the cost of insurance for expense reimbursement purposes and Landlord may, in its discretion, include such costs as part of Expenses. Landlord will not be required to carry insurance of any kind on Alterations and/or Tenant's personal property, and will not be obligated to repair any damage thereto or replace the same for any reason.

1.3 **Operating Expenses** – All reasonable, out-of-pocket costs and expenses incurred by Landlord during the Term that Landlord actually incurs with respect to maintaining and repairing the Premises.

1.4 **Statement** – A statement provided by Landlord to Tenant showing (i) the total amount of Operating Expenses, Taxes and Insurance and Tenant's Proportionate Share for the calendar year, (ii) the total payments made by Tenant, and (iii) any overpayment or underpayment by Tenant for the calendar year.

1.5 **Taxes** – All ad valorem real property taxes and assessments imposed on the Property.

1.6 **Tenant's Proportionate Share** – A fraction in which the numerator is the RSF of the Premises and the denominator is the RSF of the entire Building(s) on the Property. Tenant's Proportionate Share is 100.0%.

2. ADDITIONAL RENT.

2.1 Tenant will pay Additional Rent commencing on the Rent Commencement Date. Tenant will pay monthly Additional Rent installments on or before the first (1st) day of each month during the Term at Landlord's Address. For each calendar year, Landlord will estimate the amount of Additional Rent due for the year, and Tenant will pay Landlord one-twelfth of the estimate on the first day of each month during the year. The estimate may be revised by Landlord whenever it obtains information relevant to making the estimate more accurate.

2.2 Within 120 days after the end of each calendar year, Landlord will provide Tenant the Statement. If the Statement reveals that the actual amount of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance exceeds the total payments made by Tenant, Tenant will pay Landlord the deficiency within 30 days of Tenant's receipt of the Statement. If the Statement shows that Tenant's payments exceed the actual amount of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance, Landlord will reimburse Tenant the excess within 30 days of Tenant's receipt of the Statement.

2.3 If Tenant objects in writing to the Statement within 30 days after its receipt, Tenant will have the right to review Landlord's records relating to the Operating Expenses, Taxes and Insurance. If Tenant's review indicates that Tenant underpaid Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance, Tenant will pay the amount owed within 30 days after completing Tenant's review. If Tenant's review indicates that Tenant overpaid Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance, Landlord will either grant Tenant a credit toward payment of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance next coming due, or refund the overpayment to Tenant. Landlord will pay any undisputed refund within 30 days after the result of Tenant's review; provided, however, if Landlord disputes the results of Tenant's review, the parties will work together in good faith to resolve the dispute. Tenant will perform its review at its sole cost and expense.

SUMMARY OF
PURCHASE AND SALE AGREEMENT
PN: 506-5526 (Hillsdale)

This Summary of Purchase and Sale Agreement (this "**Term Summary**") is a part of the Agreement (defined below). Each reference in the Agreement to any term in this Term Summary will have the meaning set forth in this Term Summary. If there is a conflict between the terms in this Term Summary and the Agreement, the terms of the Agreement will prevail.

"Seller":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
"Seller Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Steven Wallis Email: steven.wallis@churchofjesuschrist.org
"Seller Representative":	Steven Wallis
"Buyer":	**WEST VALLEY CITY CORPORATION**, a Utah municipality
"Buyer Address":	3600 Constitution Boulevard West Valley City, Utah 84119 Attn: Craig Thomas Email: craig.thomas@wvc-ut.gov
"Buyer Representative":	Craig Thomas
"Real Property":	Address: 3274 Hillsdale Dr. City/State/Zip: West Valley City, UT 84119 County: Salt Lake Tax Parcel Nos.: 15-28-327-020-0000 and 15-28-327-008-0000 Legal Description and Depiction: See **Exhibit A** to this Agreement.
"Escrow Agent":	Fidelity National Title NCS Utah 170 S Main St., Suite 1075 Salt Lake City, UT 84101 Attn: Hillary Morgan Email: Hillary.morgan@fnf.com
"Seller Broker":	N/A
"Buyer Broker":	N/A
"Purchase Price":	$2,300,000.00
"Earnest Money":	$50,000.00. The parties acknowledge and agree that the Earnest Money shall become non-refundable to Buyer at the expiration of the Feasibility Period, but shall be applicable to the Purchase Price at Closing.

"Lease Agreement":	That certain Lease Agreement between Seller, as landlord, and Buyer, as tenant for the occupancy and use of the Property. The Lease Agreement shall be executed simultaneously with this Agreement.
Key Dates:	
"Feasibility Period":	From the Effective Date until the earlier to occur of the following: (i) 5:00 p.m. (Utah time) on the date which is two (2) years after the Effective Date; or (ii) the date on which Buyer has (a) secured all funding and financing for the acquisition of the Property and (b) obtained all necessary governmental approvals for the acquisition of the Property, including but not limited to all necessary City Council approvals for the funding and acquisition of the Property. The parties acknowledge and agree that in the event that the items under subsection (ii) above are satisfied, then Buyer shall be irrevocably committed to purchase the Property.
"Closing Date":	The date which is thirty (30) days after the Feasibility Period expires.
Entitlements:	The following Section will apply and be binding on the parties if checked (if not checked, then such Section will **not** apply): ☐ **Section 9.1.4** (Entitlements) The following actions will be considered "**Entitlements**": ☐ Rezoning of the Property. ☐ Obtaining a Conditional Use Permit.
Additional Provisions:	The following subsections, romanettes and exhibits will apply and be binding on the parties if checked (if not checked, then such subsections, romanettes and exhibits will **not** apply): ☒ **Section 15.1** (Decommissioning) ☐ **Intentionally Deleted** ☒ **Section 15.2(ii)** and **Exhibit 15.2(ii)** (Use Restriction) ☒ **Section 15.2(iii)** and **Exhibit 15.2(iii)** (Asbestos)
"Transaction Expense Chart":	The following transaction expenses will be allocated as follows:

#	Closing Item	Buyer's Share of Costs	Seller's Share of Costs	Not Applicable (if checked)
1.	Additional Inspections	100%	0%	☐
2.	ALTA Survey	100%	0%	☐
3.	Deed Preparation & Recording Fees	0%	100%	☐
4.	Phase I Report	100%	0%	☐
6.	Standard Owner's Title Policy	0%	100%	☐
7.	Extended Coverage & Title Endorsements	100%	0%	☐
8.	Transfer Tax	100%	0%	☐
9.	Rollback Tax	100%	0%	☐
10.	Seller's Broker Commission	0%	100%	☒
11.	Buyer's Broker Commission	100%	0%	☒
12.	Escrow and Closing Fees	50%	50%	☐

"**Buyer Relationship Disclosure**":	Check the box that applies:

	☒	Buyer **does not** have a personal, business or other relationship with Seller or affiliated corporations or groups other than the sale of the Property; or
	☐	Buyer **does** have a personal, business or other relationship with Seller or affiliated corporations or groups other than the sale of the Property, which is:
		☐ a currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints ("**Church**") where the Property is located;
		☐ an employee of the Seller or any Church affiliate;
		☐ a relative of an employee of Seller or of any other Church affiliate; and/or
		☐ a hired agent of the Seller or any Church affiliate.

Buyer's Initials: _____ **Seller's Initials:** _____

Approved as to form 10/1/2025

Brandon Hill

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is effective as of the Effective Date by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Seller**"), and **WEST VALLEY CITY CORPORATION**, a Utah municipality ("**Buyer**").

RECITALS

A. Seller is the owner of the Real Property located in the county and state set forth in the Term Summary, as more fully described and depicted on **Exhibit A**, together with those items included in the definition of "**Property**."

B. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property upon the terms and conditions in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Definitions. The capitalized terms used in this Agreement will have the meaning given them in this Agreement and **Schedule 1**.

2. Purchase Agreement. Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property subject to this Agreement.

3. Purchase Price. The Purchase Price will be due and payable as follows:

3.1. **Earnest Money**. Buyer shall deposit the Earnest Money with Escrow Agent no later than three (3) Business Days after the Effective Date. If the Earnest Money is not timely delivered by Buyer to Escrow Agent, then this Agreement will be null and void.

3.2. **Balance of Purchase Price**. Buyer shall pay the Purchase Price, less the Earnest Money and less any Base Rent payments made by Buyer under the Lease Agreement, to Seller at Closing, subject to the prorations, credits and adjustments in this Agreement and the Lease Agreement. Buyer acknowledges and agrees that in the event that Buyer does not elect to purchase the Property or the Lease Agreement terminates prior to Closing, then Seller shall be permitted to retain all Base Rent payments under the Lease Agreement, as more fully set forth in the Lease Agreement.

4. Disposition of Earnest Money. Seller and Buyer instruct Escrow Agent to (i) hold the Earnest Money in an FDIC-insured, interest-bearing account with no penalty for early withdrawal, and (ii) disburse the Earnest Money as follows:

4.1. **Distribution to Buyer**. If the Purchase and Sale Transaction is not consummated due to (i) the timely termination of this Agreement pursuant to an existing termination right wherein the express terms of such termination right provide that Buyer is to receive the Earnest Money, or (ii) the termination of this Agreement by Buyer pursuant to **Section 14.2** due to a Seller Default, then the Earnest Money will be returned to Buyer, less $100.00 of independent consideration which will be disbursed to Seller.

4.2. **Distribution to Seller**. If the Purchase and Sale Transaction is not consummated due to (i) the termination of this Agreement by Seller as a result of a Buyer Default, or (ii) any termination of this Agreement by any party for any reason other than as expressly set forth in **Section 4.1**, then the Earnest Money will be disbursed to Seller.

4.3. **Application**. If the Purchase and Sale Transaction is consummated, the Earnest Money will be applied to the Purchase Price and paid to Seller at Closing.

5. Feasibility Period.

5.1. **Feasibility Review**. Seller issues to Buyer and Buyer's employees, contractors and agents a nonexclusive right and license to enter upon the Real Property, at Buyer's sole risk, to inspect the Property and conduct any studies, tests, assessments or other matters deemed necessary by Buyer to assess the condition of the Property and determine whether to acquire the Property, to seek and obtain any desired funding and financing for the acquisition of the Property, and to obtain all necessary governmental approvals for the acquisition of the Property, including but not limited to all necessary City Council approvals for the funding and acquisition of the Property ("**Feasibility Review**") during the Feasibility Period. Notwithstanding the foregoing, Buyer shall not perform any invasive or intrusive testing at, in, on or under the Property (including, without limitation, any Phase II environmental site assessment) without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Buyer shall minimize any inconvenience or disturbance of any tenants or occupants of the Property in connection with the Feasibility Review. Seller shall have the right to have a Seller representative accompany Buyer and Buyer's Consultants during any entry onto the Property.

5.1.1. **Repair**. Buyer shall immediately repair any damage to the Property resulting from Buyer's entry upon, or testing of, the Property to the same or better condition that existed before such entry upon or testing of the Property.

5.1.2. **Indemnity**. Buyer shall indemnify, defend, save and hold Seller harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any kind whatsoever (including, without limitation, reasonable attorneys' fees and costs) ("**Losses**") caused by, or in any way related to, the acts or omissions of Buyer and its employees, contractors and agents during and in connection with the Feasibility Review; provided, however, such indemnification does not apply to the mere discovery by Buyer of any preexisting condition to the Property as a result of any testing permitted under this Agreement. The obligations of Buyer in the preceding sentence will survive the termination or Closing of this Agreement.

5.1.3. **Insurance**. Buyer shall obtain a Commercial General Liability Insurance Policy with a limit of not less than $1,000,000.00 each occurrence, covering the activities of Buyer and Buyer's Consultants while on the Real Property, and naming Seller as an additional insured, which policy will be non-cancelable without thirty (30) days' prior written notice to Seller. A certificate evidencing such insurance and Seller as an additional insured shall be delivered to Seller prior to Buyer or Buyer's Consultants entry onto the Real Property.

5.1.4. **Termination**. If the results of the Feasibility Review are unsatisfactory to Buyer for any reason, then Buyer may terminate this Agreement before the Feasibility Period expires by giving Seller written notice of termination ("**Termination Notice**"), whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If Buyer does not timely terminate this Agreement before the Feasibility Period expires, then Buyer: (i) will be deemed to have waived its right to terminate under this **Section 5.1.4** and approved the condition of the Property in all respects (subject to the satisfaction of the terms of this Agreement); (ii) the Earnest Money will be deemed nonrefundable to Buyer, subject to **Section 4.1**; and (iii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to the terms of this Agreement.

5.2. **Inspection Materials**.

5.2.1. **Delivery**. Within a reasonable period after the Opening of Escrow, Seller shall make available the following materials to Buyer to the extent within Seller's possession or control ("**Inspection Materials**"): (i) the most recent survey of the Real Property, if any; and (ii) a title commitment with respect to the Real Property issued by the Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property ("**Title Report**"). In no event shall Seller be required to provide to Buyer any materials or documentation that are attorney-work product, attorney-client privileged, materials relating to other real property, or appraisals of the Property. All Inspection Materials are furnished to Buyer "AS IS" with no warranty or representations of any kind whatsoever from Seller.

5.2.2. **Return**. If this Agreement terminates, then Buyer shall furnish to Seller no later than ten (10) days thereafter: (i) copies of any and all Inspection Materials furnished to Buyer by Seller or written confirmation that Seller has destroyed all hard copies and deleted all electronic copies of all Inspection Materials; and (ii) copies of any third-party reports prepared for Buyer relating to the Property. This **Section 5.2.2** will survive the termination of this Agreement.

6. Survey and Title Review.

6.1. **Survey**. Buyer may, at Buyer's expense, during the Feasibility Period obtain an ALTA survey for the Property by either obtaining a new survey or updating any survey furnished by Seller ("**Survey**"). If Buyer elects to obtain a Survey, then such Survey shall be certified to both Seller and Buyer.

6.2. **Title Review**. Buyer shall have until the Feasibility Period expires to review any matters disclosed in the Title Report or shown on the Survey. If Buyer does not approve the condition of title to the Property, then Buyer may terminate this Agreement pursuant to **Section 5.1.4**. If Buyer does not timely terminate this Agreement before the Feasibility Period pursuant to **Section 5.1.4**, then (i) all items, exceptions, and conditions shown on the then-current Title Report and the Survey will be deemed approved as "**Permitted Exceptions**" to the title of the Property; and (ii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to this Agreement. Notwithstanding anything in this Agreement to the contrary, Seller shall cause the release or removal of any deeds of trust, mortgages or other monetary encumbrances created by, through or under Seller and recorded against the Property ("**Mandatory Cure Items**") and the same will not constitute Permitted Exceptions; provided, however, in no event will any monetary encumbrance created by, through or under Buyer be deemed a Mandatory Cure Item. If, following use of good faith efforts, Seller is unable to remove any Mandatory Cure Items on or before Closing, then Seller may extend the Closing Date for a period not to exceed thirty (30) days to effectuate the removal or release of such Mandatory Cure Items.

6.3. **Title Policy**.

6.3.1. **Form of Policy**. At the Closing, Escrow Agent will issue to Buyer, at Seller's expense, a standard owner's policy of title insurance in the amount of the Purchase Price insuring Buyer as the fee owner of the Property, subject to the Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance ("**Title Policy**"). Buyer may, at its expense, obtain extended coverage or such endorsements to the Title Policy as Buyer may reasonably request. Obtaining extended coverage or any endorsements will not be a condition or contingency of the Closing.

6.3.2. **Primary Recourse**. Notwithstanding anything contained in this Agreement to the contrary, with respect to all matters affecting title to the Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any representation, warranty or covenant made by Seller in this Agreement or the Deed, then Buyer agrees that it will first seek recovery under the Title Policy, and Buyer may only assert any claim against Seller for recovery of such claim after all remedies available to Buyer under the Title Policy have been exhausted and any recovery from Seller will be reduced by any recourse received by Buyer under the Title Policy. This **Section 6.3.2** will survive the Closing and recording of the Deed.

7. Entitlements. Buyer, at its expense, will have until the Feasibility Period expires to design and plan its development of the Property. Buyer, at its sole expense, will have until the Closing Date to obtain necessary governmental approvals to secure the Entitlements ("**Entitlement Approvals**"). In all events, in pursuing such Entitlements, Buyer shall act in strict accordance with the provisions of **Exhibit 7**, which include, without limitation, a prohibition against any land use approval action or rezoning pursued by Buyer becoming final and binding on the Property prior to Closing and Seller having the right to review and approve any land use or rezoning applications prior to their submission to the governmental authority.

8. Closing.

8.1. **Time & Place**. The Closing for the Purchase and Sale Transaction will take place in the

offices of Escrow Agent, or its affiliate if required, on the Closing Date.

8.2. **Seller's Deliverables**. At the Closing, Seller shall deliver, or cause to be delivered to Escrow Agent and Buyer, as applicable:

8.2.1. **Deed**. The Deed, fully executed and properly acknowledged by Seller.

8.2.2. **FIRPTA**. An affidavit on Seller's approved form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2).

8.2.3. **General Assignment**. A general assignment and bill of sale related to the Property in the form of **Exhibit 8.2.3**, fully executed by Seller ("**General Assignment**").

8.2.4. **Settlement Statement**. A settlement statement signed by Seller that accurately reflects the payments, credits and prorations required in this Agreement.

8.2.5. **Amendment to Cooperation Agreement.** An amendment to the Cooperation Agreement (defined below), in a form and substance approved by the parties, signed by Seller.

8.2.6. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement; provided, however, that such funds, instruments and documents will be subject to Seller's prior approval thereof, which approval may not be unreasonably withheld.

8.3. **Buyer's Deliverables**. At the Closing, Buyer shall deliver to Escrow Agent:

8.3.1. **Purchase Price**. The Purchase Price (less the Deposit), and any additional funds required by this Agreement for closing costs, prorations, title policies and other fees and expenses related to the Closing.

8.3.2. **General Assignment**. The General Assignment, fully executed by Buyer.

8.3.3. **Settlement Statement**. A settlement statement signed by Buyer, which is reasonably acceptable to Buyer and accurately reflects the payments, credits and prorations required herein.

8.3.4. **Amendment to Cooperation Agreement**. An amendment to the Cooperation Agreement, in a form and substance approved by the parties, signed by Buyer.

8.3.5. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents will be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

8.4. **Prorations & Closing Costs**.

8.4.1. **Own Costs**. Except as expressly set forth in this Agreement, each party shall bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. The parties shall pay those expenses allocated to such party on the Transaction Expense Chart.

8.4.2. **Taxes**. All real property taxes and assessments accrued for the current year will be prorated between the parties as of Closing. To the extent that a real tax bill is unavailable for the year in which the Closing occurs, then the parties shall estimate the real estate taxes based on the prior year. Not later than December 31 of the calendar year in which the Closing occurs (or such earlier date as possible), Seller and Buyer may re-prorate real property taxes based upon actual real estate tax bills received after Closing. This **Section 8.4.2** will survive the Closing.

8.4.3. **Utilities**. Payments to all utility and other service providers related to the Property will be prorated between the parties as of Closing.

8.4.4. **Sales Tax**. All sales or use taxes, proceeds or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity shall be paid by Buyer.

8.5. **Possession**. Buyer shall be entitled to possession of the Property at Closing.

9. Closing Conditions.

9.1. **Buyer's Conditions**. Buyer's obligations to consummate the Purchase and Sale Transaction is specifically conditioned and contingent on the satisfaction of each of the following at Closing:

9.1.1. **Deliverables**. Seller's delivery of the materials required under **Section 8.2** and Seller's material satisfaction of its obligations in this Agreement.

9.1.2. **Title Policy**. Title Company is irrevocable committed to issue the Title Policy, subject only to the Permitted Exceptions.

9.1.3. **Representations**. Seller's representations made in this Agreement will be true and correct in all material respects.

9.1.4. **Entitlements**. Buyer has obtained the Entitlement Approvals.

9.2. **Seller's Conditions**. Seller's obligations to consummate the Purchase and Sale Transaction is specifically conditioned and contingent on the satisfaction of each of the following at Closing:

9.2.1. **Deliverables**. Buyer's delivery of the materials and funds required under **Section 8.3** and Buyer's material satisfaction of its obligations in this Agreement.

9.2.2. **Representations**. Buyer's representations made in this Agreement will be true and correct in all material respects.

9.3. **Failure of Condition**.

9.3.1. **Failure of Buyer Condition**. If any Buyer Condition is not satisfied at Closing, then Buyer may either: (i) waive such unsatisfied Buyer Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Seller written notice thereof, whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If a Buyer Condition is not satisfied due to a Seller Default, then Buyer will, in addition to the foregoing, have the remedies in **Section 14.2**.

9.3.2. **Failure of Seller Condition**. If any Seller Condition is not satisfied at Closing, then Seller may either: (i) waive such unsatisfied Seller Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Buyer written notice thereof, whereupon the Earnest Money will be returned to Buyer, except if such unsatisfied Seller Condition is a result of a Buyer Default, in which event Seller will have the remedies in **Section 14.1**, including, without limitation, the right to receive the Earnest Money.

10. Representations.

10.1. **Seller Representations**. Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents to Buyer that:

10.1.1. **Organization & Standing**. Seller is duly formed, validly existing and in good standing under the laws of the state of its formation. Seller has full power and authority to enter into and perform this

Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.

10.1.2. **Binding Agreement**. This Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

10.1.3. **No Litigation**. There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

10.1.4. **No Bankruptcy**. Seller has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.1.5. **Non-Foreign Person**. Seller is not a "foreign person" as defined in the Internal Revenue Code Section 1445 and the regulations promulgated thereunder.

The representations by Seller in this **Section 10.1** will terminate at and not survive the Closing.

10.2. **Buyer's Representations**. Buyer, to Buyer's Current Knowledge, as of the date of this Agreement and again at Closing, represents to Seller that:

10.2.1. **Organization & Standing**. Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyer.

10.2.2. **Binding Agreement**. This Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

10.2.3. **No Bankruptcy**. Buyer has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.2.4. **Buyer Relationship Disclosure**. The Buyer Relationship Disclosure set forth on the Term Summary is true and correct in all material respects.

The representations by Buyer set forth in this **Section 10.2** will terminate at and not survive the Closing.

11. As Is Purchase.

11.1. **Disclaimer**. Except as expressly set forth in the Deed delivered at Closing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property or the Inspection Materials. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or

regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose (including without limitation the current or any future use thereof); or (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials.

11.2. **Acceptance**. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED DELIVERED AT CLOSING, THE PROPERTY WILL BE SOLD AND BUYER WILL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY AT CLOSING IN ITS "**AS IS, WHERE IS CONDITION, WITH ALL FAULTS**," WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN THE DEED DELIVERED AT CLOSING, SUCH SALE WILL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

11.3. **General Release**. Buyer, on behalf of itself and its successors, assigns and representatives, does hereby release Seller, except as expressly set forth in the Deed, and Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorneys' fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyer may have at Closing or which may arise in the future on account of or in any way arising out of or connected with this Agreement. Buyer understands the significance of executing this Agreement and the general release of claims set forth above.

11.4. **Material Inducement**. Buyer hereby agrees and acknowledges that this **Section 11** and, if applicable, **Section 15.2**, are each a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyer without Buyer's express agreement to this **Section 11**. This **Section 11** will survive the Closing and the recording of the Deed.

12. Risk of Loss.

12.1. **Risk of Loss**. Except as set forth in this **Section 12**, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

12.2. **Condemnation**. If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyer of such proceedings, and this Agreement will not terminate, but will remain in full force and effect. In such event, at Closing (i) Seller shall pay to Buyer all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing; (ii) Seller shall assign to Buyer all of Seller's rights to defend such proceedings or actions in lieu thereof; and (iii) Buyer shall take the Property subject to any such proceedings. The Purchase Price will not be adjusted or reduced for any such proceedings or for any land taken by condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" means the service upon Seller of a formal notice of condemnation by a governmental authority with the power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

12.3. **Casualty**.

12.3.1. **Minor Casualty**. If the Property is damaged by any casualty before Closing, and the loss in value to the Property because of such casualty ("**Casualty Loss Value**"), as estimated by Seller, in its sole but reasonable discretion, is less than or equal to ten percent (10%) of the Purchase Price, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided herein, without any adjustment to the Purchase Price. Notwithstanding the foregoing, in no event shall Seller commit any waste of the Property.

12.3.2. **Major Casualty**. If the Property is damaged by any casualty before Closing, and the Casualty Loss Value, as estimated by Seller, in its sole but reasonable discretion, is more than ten percent (10%) of the Purchase Price, then either Seller or Buyer may elect to terminate this Agreement, by written notice to the other

party given not more than ten (10) days after receipt of written notice from Seller to Buyer of Seller's estimate of the valuation loss, which notice Seller shall give no later than thirty (30) days after the casualty. If neither party elects to so terminate this Agreement pursuant to this **Section 12.3.2**, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided in this Agreement, without any adjustment to the Purchase Price.

13. Broker Commission. Except as disclosed in the Term Summary, Buyer and Seller each represents and warrants that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Except as set forth in the Term Summary, Buyer and Seller shall each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit following the Closing. Any brokerage agreement between Buyer and Seller with their respective broker(s) will be memorialized by separate agreement. No brokerage fees or commissions will be based on or governed by this Agreement. This **Section 13** will survive the Closing.

14. Remedies & Termination.

14.1. **Seller's Remedies**. If Buyer defaults in any of its agreements, covenants or other obligations under this Agreement ("**Buyer Default**"), then Seller shall give Buyer written notice of such default and thereafter Buyer shall have five (5) Business Days to cure such default. If such Buyer Default remains uncured after any applicable cure period, then Seller may, as its remedies for such Buyer Default, either: (i) waive the effect of such Buyer Default and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement, whereupon Escrow Agent will disburse the Earnest Money to Seller as liquidated damages. SELLER AND BUYER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER DUE TO A BUYER DEFAULT AND THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS THE AMOUNT OF THE EARNEST MONEY. Notwithstanding anything in this Agreement contrary, this **Section 14.1** will not limit any right to indemnification and restoration in favor of Seller in this Agreement.

14.2. **Buyer's Remedies**. If Seller defaults in any of its agreements, covenants, or other obligations under this Agreement ("**Seller Default**"), then Buyer shall give Seller written notice of such Seller Default and thereafter Seller shall have five (5) Business Days to cure such default. If such Seller Default remains uncured after any applicable cure period, Buyer may, as its sole remedies for such Seller Default, either: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) terminate this Agreement in accordance with **Section 14.3** below; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this **Section 14.2** will be non-cumulative and exclusive. In no event shall Buyer be entitled to any punitive, special, or consequential damages of any kind.

14.3. **Termination**. If Buyer or Seller elects to terminate this Agreement pursuant to its terms, the terminating party shall deliver written notice of such termination to the other party and Escrow Agent (provided, any failure to deliver written notice to Escrow Agent will not invalidate such termination notice). Upon delivery of written notice of termination in the preceding sentence, or upon an automatic termination in accordance with this Agreement, Escrow Agent will disburse the Earnest Money in accordance with **Section 4**, return all documents deposited with Escrow Agent to the party who supplied such documents, and this Agreement will terminate and the parties shall have no further rights or obligations other than those that expressly survive the termination of this Agreement. Seller and Buyer shall each pay half of any escrow termination fees or costs, except for a termination due to Seller Default or Buyer Default, in which instance the defaulting party shall pay such fees and costs.

15. Meetinghouse & Adjacent Property.

15.1. **Decommissioning**.

15.1.1. **Decommissioning by Seller**. Buyer acknowledges that Seller has certain established protocols for decommissioning any Meetinghouse Structure. Within sixty (60) days of the Effective Date, Seller, at Seller's cost and expense shall decommission the Meetinghouse Structure located on the Real Property in accordance with Seller's protocols and standards, which decommissioning may include, without limitation, removing

or modifying religious iconography, signage, steeple improvements and baptismal font. All decommissioning work to be performed by Seller shall be done in a good and workmanlike manner. Buyer acknowledges the requirement for decommissioning the Meetinghouse Structure prior to Closing, and agrees that the changes to the Property that result therefrom is permitted under this Agreement. As set forth in the Lease Agreement, Buyer acknowledges that occupancy of the Property under the Lease Agreement shall not be permitted until said decommissioning work has been completed

15.1.2. **Reimbursement by Buyer**. In the event that the decommissioning work is completed by Seller but the Purchase and Sale Transaction is not consummated between Buyer and Seller such that Closing does not occur (except in the event of a Seller default), then Seller shall have the option, in Seller's sole and absolute discretion, to reinstall and reconstruct the baptismal font and/or steeple on the Property in the same manner and condition that existed prior to removal, and Buyer shall be required to reimburse the Seller for the costs and expenses associated with said reinstallation and reconstruction. Upon completion of the reinstallation and reconstruction of the baptismal font and/or steeple, Buyer will reimburse Seller within thirty (30) days of (a) completion of the reconstruction activities, and (b) Seller's written request to Buyer for reimbursement. In submitting Seller's request for reimbursement, Seller will provide Buyer reasonable documentation evidencing the costs and expenses set forth in the reimbursement request. Provided Buyer does not object to the amounts for reimbursement or evidence submitted with the reimbursement request, then Buyer will reimburse Seller within said 30-day period. This Section shall survive the early expiration of termination of this Agreement.

15.2. **Reservations & Restrictions**. Buyer's intended use of the Property is for the MyHometown program in accordance with the existing Community Initiative Cooperation Agreement between Seller and Buyer (as shall be amended between the parties at Closing pursuant to **Section 8** above, the "Cooperation Agreement") as well as other City programs and events. Seller may, in its sole discretion, include in the Deed, and Buyer acknowledges that such reservations, restrictions, and acknowledgments and covenants will be binding on the Property and Buyer notwithstanding any failure to include the following in the Deed: (i) Intentionally Deleted; (ii) the use restrictions on **Exhibit 15.2(ii)**; and (iii) the asbestos acknowledgments and covenants on **Exhibit 15.2(iii)**. Buyer acknowledges that such reservations, restrictions and covenants will be binding on the Property and Buyer notwithstanding any failure to include the foregoing in the Deed. This **Section 15.2** will survive the Closing and the recording of the Deed.

16. Notices.

16.1. **Means of Delivery**. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement will be in writing and will be given by either: (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) email. In all events, notice will only be deemed given if properly addressed to Seller or Buyer as applicable, at the addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section) set forth in the Term Summary. Copies of all notices given to Seller or Buyer shall be given to Escrow Agent (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent will not affect the effectiveness of the notice if properly provided to the other parties as described above).

16.2. **Timing**. Notice will be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed; provided, however, such notice is given after 5:00 pm Utah time, then such notice will be deemed given on the next Business Day. Notice will be deemed to have been received on the date on which the notice is actually received or delivery is refused; provided, however, if such notice is received after 5:00 pm Utah time, then such notice will be deemed received on the next Business Day.

17. Miscellaneous.

17.1. **Entire Agreement**. This Agreement sets forth the entire understanding of the parties with respect to the matters in this Agreement, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

17.2. **Successors & Assigns**. Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyer. Buyer shall not have the right to assign, transfer or convey any of its rights and obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may withhold in its sole discretion. Notwithstanding the preceding sentence, Buyer may designate a different entity to take title to the Property at Closing (provided Buyer delivers Seller notice thereof no later than five Business Days prior to Closing). This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17.3. **Additional Acts**. The parties will promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

17.4. **Headings**. The headings in this Agreement are for reference only and will not limit or define the meaning of any provision of this Agreement.

17.5. **Business Days**. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

17.6. **Time of the Essence**. With respect to all dates and periods in this Agreement, time is of the essence and such dates and periods will be strictly enforced.

17.7. **Construction**. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms in this Agreement will be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms should be construed against the party who (or whose attorney) prepared this Agreement or any earlier draft of the same.

17.8. **Interpretation**. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms of this Agreement and the terms of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same will be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which will be deemed to prevail and control. Wherever the context requires in construing of this Agreement, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular.

17.9. **No Third-Party Beneficiary**. No term of this Agreement or the exhibits hereto is intended to be, nor will any such term or provision be construed to be, for the benefit of any person or entity (including any broker) not a party hereunder.

17.10. **Press Release**. The parties do not desire any publicity with respect to this transaction, and therefore each party agrees, for itself and its employees, contractors and agents (including specifically real estate brokers and agents), that no publication of this transaction will be made and no information with respect to this transaction will be given to any media. Each party shall instruct any broker working with that party of this requirement and obtain the signed agreement of that broker to abide by the terms of this **Section 17.10**. Buyer shall keep in strict confidences the Inspection Materials, the results of any Feasibility Review and the existence of this Agreement and any negotiations between the parties, and Buyer shall not disclose the same to any other party, other than disclosures to Buyer's Consultants to the extent necessary to allow Buyer to conduct its Feasibility Review and consummate the Purchase and Sale Transaction. This **Section 17.10** will survive any termination of this Agreement. This restriction does not apply to any legal procedures (such as notice or public meetings) that may be required for Buyer to complete the purchase or to the Buyer's obligation to comply with the Government Records Access and Management Act.

17.11. **Survival**. Only as specifically provided in this Agreement will any terms of this Agreement survive Closing or termination. Any such matters that expressly survive Closing or the termination of this Agreement will be subject to any time limitations set forth herein, and, with respect to terms that survive Closing, will

not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of such surviving terms or for material misrepresentation and indemnity made in writing during the applicable period limitation will survive such period.

17.12. **Governing Law; Jurisdiction**. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Utah, except with respect to real property related issues which is governed by the laws of the state where the Real Property is located.

17.13. **Attorneys' Fees**. If there is any dispute between the parties to enforce or interpret this Agreement, the unsuccessful party in such dispute shall pay to the successful party all costs and expenses, including, without limitation, to reasonable attorneys' fees, incurred by the successful party.

17.14. **Severability**. If any term or condition of this Agreement (or portion thereof) is deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not alter the remaining portion of such term or condition, or any other term or condition hereof, as each term or condition of this Agreement will be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

17.15. **No Waiver**. The waiver by any party hereto of any right granted to it hereunder will not be deemed to be a waiver of any other right granted hereunder, nor will the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

17.16. **Counterparts**. The parties may sign this Agreement in multiple identical counterparts, all of which taken together will constitute one and the same agreement. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement will have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[*signature to follow*]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

By: _____
Name: _____
Its: Authorized Agent
Date: November 1, 2025

BUYER:

WEST VALLEY CITY CORPORATION,
a Utah municipality

By: _____
Name: Karen Lang
Its: Mayor
Date: November 1, 2025

ATTEST:

_____
City Recorder

Approved as to form 10/1/2025
Brandon Hill

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreement dated _____ __, 2025, and the Earnest Money, are accepted and the Escrow is opened this ____ day of _____, 2025. Escrow Agent hereby agrees to act as the Escrow Agent, as defined in this Agreement, and to perform its duties in accordance with this Agreement and to comply with state and local laws relating to acting as an escrow or closing agent for real property transactions. Further, Escrow Agent hereby agrees to act as "the person responsible for closing" the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: Fidelity National Title NCS Utah

By: _____
Name: _____
Its: _____

LIST OF EXHIBITS

Schedule 1	-	Definitions
Exhibit A	-	Real Property Description and Depiction
Exhibit 1.32	-	Personal Property
Exhibit 7	-	Entitlements
Exhibit 8.2.1	-	Deed
Exhibit 8.2.3	-	General Assignment
Exhibit 15.2(ii)	-	Use Restrictions
Exhibit 15.2(iii)	-	Asbestos Acknowledgement and Covenants

SCHEDULE 1

DEFINITIONS

1.1. **Agreement** – Defined in the opening paragraph and including the Term Summary and all exhibits and schedules attached hereto.

1.2. **Business Day** – A day other than a Saturday, Sunday or day on which banking institutions in the state where the Real Property is located are authorized or required by law or executive order to be closed.

1.3. **Buyer** – Defined in the Term Summary.

1.4. **Buyer Condition** and **Buyer Conditions** – The conditions to Buyer's closing obligations set forth in **Section 9.1**, individually and collectively, as the context may require.

1.5. **Buyer's Consultants** – The attorneys, lenders, and consultants of Buyer that are specifically working with Buyer on the Purchase and Sale Transaction.

1.6. **Buyer Default** – Defined in **Section 14.1**.

1.7. **Cash** – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

1.8. **Casualty Loss Value** – Defined in **Section 12.3.1**.

1.9. **Church** – Defined in the Term Summary.

1.10. **Closing** or **Close of Escrow** – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed.

1.11. **Closing Date** – Defined in the Term Summary.

1.12. **Current Knowledge** – With respect to Seller, the current, actual knowledge, without a duty to investigate, of the Seller Representative, and with respect to Buyer, the current, actual knowledge of Buyer; provided, however, such Seller Representative and Buyer Representative will not have any personal liability with respect to any representations and warranties in this Agreement.

1.13. **Deed** – A special or limited warranty deed, or its equivalent in the state where the Real Property is located, in the substance of **Exhibit 8.2.1**.

1.14. **Earnest Money** – The earnest money in Cash to be deposited by Buyer with Escrow Agent in the amount set forth in the Term Summary, together with any interest earned thereon.

1.15. **Effective Date** – The later of the dates that Buyer or Seller acknowledges receipt of a fully executed Agreement, as evidenced by Buyer's or Seller's signatures and the date inserted following their signatures on the signature page herein.

1.16. **Entitlements** – Defined in the Term Summary.

1.17. **Entitlement Approvals** – Defined in **Section 7**.

1.18. **Entitlement Documents** – Defined in **Exhibit 7**.

1.19. **Escrow** – The escrow created with the Escrow Agent pursuant to this Agreement.

1.20. **Escrow Agent** – Defined in the Term Summary.

1.21. **Feasibility Period** – Defined in the Term Summary.

1.22. **Feasibility Review** – Defined in **Section 5**.

1.23. **General Assignment** – Defined in **Section 8.2.3**.

1.24. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, all asbestos or petroleum based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.25. **Inspection Materials** – Defined in **Section 5.2.1**.

1.26. **Losses** – Defined in **Section 5.1.2**.

1.27. **Mandatory Cure Items** – Defined in **Section 6.2**.

1.28. **Meetings** – Defined in **Exhibit 7**.

1.29. **Meetinghouse Structure** – Any religious meetinghouse or other structure located on the Real Property for religious purposes.

1.30. **Opening of Escrow** – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.

1.31. **Permitted Exceptions** – All (i) taxes and assessments against the Property which are not yet due and payable as of the Closing Date, (ii) then-current laws and regulations applicable to the Property, (iii) any patent claims and reservations, (iv) and other matters of record or discoverable by an inspection or survey affecting title to the Property including, without limitations, those matters contained in the Title Report or shown on the Survey.

1.32. **Personal Property** – All personal property, furniture, equipment, facilities, and items listed on **Exhibit 1.32** attached hereto, if any.

1.33. **Property** – The Real Property, together with: (i) all buildings, structures and improvements currently included thereon; (ii) any and all easements, rights of way, and appurtenances running with or pertaining thereto, including without limitation any rights to use adjacent streets or alleyways; and (iii) the Personal Property, all subject to the reservations set forth in the Deed; but excluding all Water Rights and the applicable reservations set forth in **Section 15.2**.

1.34. **Purchase Price** – The purchase price for the Property to be paid in Cash by Buyer to Seller in the amount set forth in the Term Summary.

1.35. **Purchase and Sale Transaction** – The purchase of the Property by Buyer, and the sale of the Property by Seller, all as contemplated by this Agreement.

1.36. **Real Property** – Defined in Recital A.

1.37. **Relationship Disclosure** – Buyer's relationship disclosure set forth in the Term Summary.

1.38. **Seller** – Defined in the Term Summary.

1.39. **Seller Condition** and **Seller Conditions** – The conditions to Seller's closing obligations set forth in **Section 9.2**, individually and collectively, as the context may require.

1.40. **Seller Default** – Defined in **Section 14.2**.

1.41. **Seller Representative** – Defined in the Term Summary.

1.42. **Survey** – Defined in **Section 6.1**.

1.43. **Termination Notice** – Defined in **Section 5.1.4**.

1.44. **Term Summary** –The Summary of Purchase and Sale Agreement.

1.45. **Title Company** – The party listed in **Section 1.20** of **Schedule 1**.

1.46. **Title Policy** – Defined in **Section 6.3.1**.

1.47. **Title Report** – Defined in **Section 5.2.1**.

1.48. **Transaction Expense Chart** – The allocation of transaction costs and expenses set forth in the Term Summary.

1.49. **Water Rights** – Any water rights that are appurtenant to the Real Property and any water shares or stock certificates in any water, canal or irrigation company.

EXHIBIT A

REAL PROPERTY DESCRIPTION AND DEPICTION

[*The legal description below is subject to confirmation in the Title Report*]

Parcel 1:

Lot 403, HILLSDALE SUBDIVISION NO. 4, according to the Official Plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

Parcel 2:

Lot 64, HILLSDALE SUBDIVISION, according to the Official Plat thereof recorded in the Office of the Salt Lake County Recorder, State of Utah.

Tax Parcel Nos. 15-28-327-020-0000 and 15-28-327-008-0000

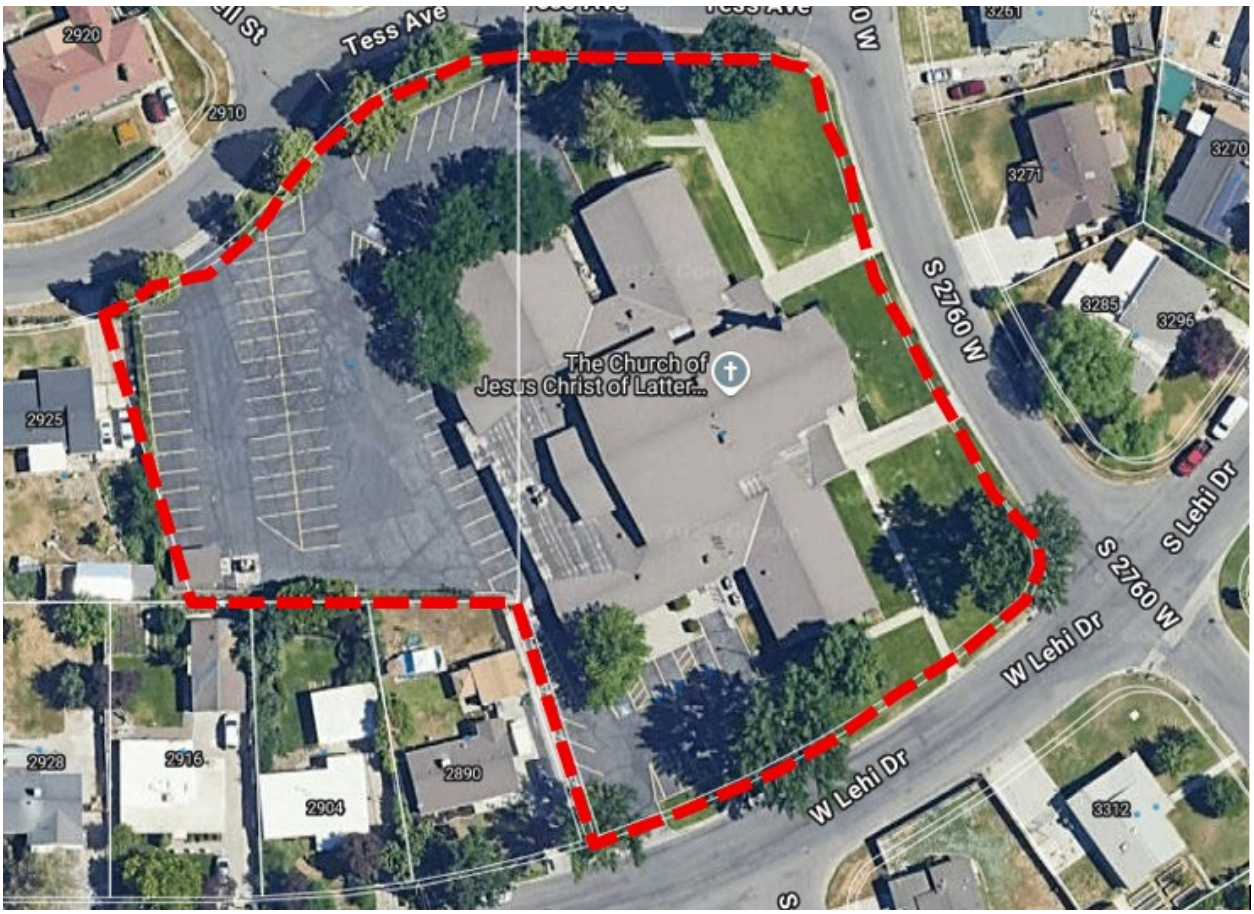


EXHIBIT 1.32

PERSONAL PROPERTY LIST

To be agreed upon between the Parties in good faith prior to the Closing.

EXHIBIT 7

ENTITLEMENTS

A. Buyer may, as part of planning its proposed development of the Property, but subject to the remaining provisions of this **Exhibit 7**, seek and pursue the Entitlements. In no event will the Entitlements include, and in no event shall Buyer cause to occur, any action or matter not set forth above, including without limitation, rezoning of the property, final plat approval, final subdivision approval, the recording of any subdivision plat, and any similar governmental action, it being understood that such actions and filings may not occur without the prior written consent of Seller, which consent Seller may withhold in its sole and absolute discretion.

B. As to any Entitlement action allowed herein that will have a permanent effect on the Property prior to Closing, such as rezoning, Seller will have the right to reasonably approve such action, after written notice from Buyer which includes the pertinent materials and information. If Seller has not responded within fifteen (15) Business Days after receipt of all necessary information, Seller's approval will be deemed given.

C. Buyer shall keep Seller informed of the status of any Entitlements Buyer is pursuing, and from time to time (but no less frequently than once every month) shall report in writing to Seller the current status of any Entitlements Buyer is pursuing and other pertinent information relating to the Entitlements. At least five (5) Business Days prior to Buyer's delivery to any governmental entity or agency of any applications, subdivisions, studies, plans, site plans, master plans, and other documents and materials related to the Entitlements ("**Entitlement Documents**"), copies thereof shall be delivered to Seller. Buyer shall not submit any Entitlement Documents to any governmental entity or agency until Seller has reviewed and approved the same (which approval may not be unreasonably withheld). Further, Buyer shall notify Seller at least fifteen (15) days in advance of any and all meetings (including city, committee, planning staff and neighborhood meetings), hearings, conferences and study sessions related to the Entitlements (collectively "**Meetings**"), and Seller may attend and to participate in such Meetings.

D. Buyer and Seller shall cooperate with each other in good faith in connection with the Entitlements, and Buyer shall freely provide Seller with the Entitlement Documents and all other pertinent information related to the Entitlements in an expeditious manner. In no event shall Buyer amend or otherwise modify the Entitlements applications or any of the Entitlement Documents in any material way without obtaining the prior written consent of Seller.

E. Buyer shall not file or record any Plats before Closing.

F. If the Purchase and Sale Transaction is not consummated at Closing, then Buyer shall assign to Seller, upon the request of and at no cost to Seller, all Entitlement Document (and applications, materials and approvals relating thereto), and Seller may assign such Entitlement Documents (and applications, materials and approvals relating thereto) to another buyer or proceed with such approvals on its own behalf or abandon any such applications.

G. In addition to Seller's right to review and approve all Entitlement Documents, Buyer shall deliver to Seller, for Seller's review and approval (which approval may not be unreasonably withheld), all site plans, architectural plans and development plans (but in no event shall Buyer be obligated to provide Seller with any financial information). If Seller has not responded ten (10) Business Days after receipt of the applicable site plans, architectural plans and development plans, then Seller's approval will be deemed given.

H. If (i) Seller has approved Buyer's Entitlement Documents, and (ii) all other terms and provisions of this **Exhibit 7** are satisfied, then Seller shall (x) work together in good faith with Buyer and (y) use commercially reasonable efforts (at no out-of-pocket cost to itself) to cooperate with Buyer in obtaining the Entitlements as more fully set forth above, including without limitation, executing any applicable documentation requested by Buyer.

I. All capitalized terms referred to in this Agreement will have the same meaning provided in the Agreement, except where expressly defined otherwise herein.

EXHIBIT 8.2.1

DEED

[*Subject to conformance to state and local recording and form requirements*]

Recording requested by
and when recorded mail to:

_____
_____
_____
_____

_____
(space above for recorder's use only)

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Grantor**"), hereby conveys and warrants against all who claim by, through or under Grantor, but only against Grantor's own actions (and no other), to _____, a _____ ("**Grantee**"), whose address is _____, all that certain real property located in _____ County, _____, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements located on such land ("**Property**").

SUBJECT TO (i) current and future taxes and assessments and (ii) all reservations, easements, covenants, conditions, restrictions, encumbrances, and other matters, rights or interests of record or which would be disclosed by an accurate survey or inspection of Property.

RESERVING specifically unto Grantor all water and water rights of any and all kinds appurtenant to the Property.

[*applicable restrictions referenced in **Section 15.2** to be inserted*]

[*signature to follow*]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____ 20__.

GRANTOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name: _____
Its: Authorized Agent

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this ____ day of _____ 20__, personally appeared before me _____, personally known to me to be an Authorized Agent of **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said Corporation, and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.

_____
Notary Public for the State of Utah

Exhibit A
to
Deed

Legal Description of Property

EXHIBIT 8.2.3

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "**Assignment**") is entered into as of this ___ day of _____, 20__ ("**Effective Date**"), by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("**Assignor**") and _____, a _____("**Assignee**").

RECITALS

A. Assignor presently owns the real property described in **Exhibit A** to this Assignment and any and all improvements and personal property located thereon ("**Property**").

B. Pursuant to that certain Purchase and Sale Agreement, dated as of _____, 20___, between Assignor and Assignee (as amended, the "**Agreement**"), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title and interest in the Property ("**Property Transfer**") under the terms and conditions more fully set forth in the Agreement.

C. In connection with the Property Transfer, Assignor desires to assign, transfer, give and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's interest, in and to the following described rights, interests and property relating to the Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **Bill of Sale**. Assignor hereby transfers, grants, assigns, and conveys to Assignee all of Assignor's right, title and interest in and to the personal property set forth on **Exhibit B** to this Assignment (collectively, the "**Personal Property**"). The transfer, grant, assignment and conveyance set forth herein is done without warranty or representation by Assignor of any kind whatsoever, whether express or implied, written or oral, or statutory or otherwise. Without limiting the generality of the foregoing, Assignor has not made, and Assignee acknowledges that Assignor has not made, any warranty, certification, or representation related to: (i) the condition of title to the Personal Property; (ii) the nature, physical condition or any other aspect of the Personal Property; or (iii) the fitness of the Personal Property for any particular purpose (including without limitation the current use thereof).

2. **Assignment**. Assignor assigns, transfers, sets over, and conveys to Assignee, to the extent assignable, all of Assignor's right, title, and interest, in and to (i) all warranties and guaranties of any kind from third parties (but not from Assignor), express or implied, written or oral, relating to the Property and the Personal Property, including without limitation, any and all warranties and guaranties from contractors, subcontractors, builders, manufacturers, vendors and suppliers; and (ii) all licenses or permits relating to the Property, the Personal Property, and the use thereof.

3. **Binding Effect**. This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. **Construction; Definitions**. This Assignment will be construed according to the laws of State of Utah, except with respect to real property related issues which is governed by the state where the Real Property is located. Capitalized terms used and not otherwise defined herein will have the meanings given to such terms in the Agreement.

5. **Counterparts**. This Assignment may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and all of which will together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole
f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name (Print): _____
Its: Authorized Agent

ASSIGNEE:

_____,
a _____

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name (Print): _____
Its: _____

Exhibit A
to
General Assignment

Legal Description of Property

Exhibit B
to
General Assignment

List of Personal Property

EXHIBIT 15.2(ii)

USE RESTRICTIONS

This conveyance of the Property is made and is subject to the following restrictive covenants, each created by Grantor to protect the image and integrity of the Property and the improvements placed thereon as former places of worship, that Grantee or any of Grantee's heirs, successors or assigns shall not use the Property for the following: (i) any public or private nuisance; (ii) any business, trade or activity which, based on applicable legal standards and local ordinances, is deemed noxious, unreasonably noisy, or offensive; (iii) the making, storing, reading, showing, viewing, playing, listening, renting, selling, transmitting, receiving or distributing of any material, regardless of form or medium, having, in Seller's sole opinion, morally offensive content appealing to prurient interest in sex; (iv) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products; (v) any form of gambling or betting; or (vi) any other conduct or condition which is illegal and is not otherwise expressly mentioned above (collectively, the "**Use Restrictions**"). The foregoing Use Restrictions shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the Property. If Grantee or any of its heirs, successors or assigns transfers the Property, Grantee and its heirs, successors or assigns shall include the Use Restrictions in the deed of such conveyance. If a violation of the Use Restrictions occurs, then Grantor may obtain an injunction enforcing the Use Restrictions and Grantor will be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement thereof. A violation of any of the Use Restrictions, or injunctive relief obtained by Grantor by reason of such breach, will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but the Use Restrictions will remain binding upon, and effective against, any owner whose title to the Property or any part thereof, is acquired by foreclosure, trustee's sale or otherwise. The Use Restrictions will terminate and be of no further force or effect upon the earlier to occur of: (a) (i) the demolition of Grantor's buildings on the Property and (ii) the transfer of any real property owned by Grantor or its affiliates that abuts the Property; and (b) the 50-year anniversary of the date of the recording of this conveyance.

EXHIBIT 15.2(iii)

ASBESTOS ACKNOWLEDGMENT & COVENANTS

GRANTEE ACKNOWLEDGES that Grantor has informed Grantee that the Property has not been tested for and cannot be confirmed to be free from asbestos. Grantee hereby releases Grantor from any liability to Grantee with regard to asbestos existing or found on the Property and Grantee hereby indemnifies, defends and holds Grantor harmless from any injury or damage to persons or property caused by or resulting from contact, directly or indirectly, with asbestos on the Property following the date of this conveyance. Upon any renovation, demolition or other occurrence requiring handling, repair or removal of asbestos or materials containing asbestos by Grantee, Grantee shall remove, cover or repair said asbestos or asbestos containing materials, at Grantee's own expense, and comply with all laws applicable to asbestos.

SUMMARY OF
LEASE AGREEMENT
PN: 506-5518 (Whitehall)

This Summary of Lease Agreement (this "**Term Summary**") is a part of the Lease (defined below). Each reference in the Lease to any term in this Term Summary will have the meaning set forth in this Term Summary. If there is a conflict between the terms in this Term Summary and the Lease, the terms of the Lease will prevail.

"Execution Date":	November 1, 2025
"Landlord":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole
"Landlord's Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Steven Wallis Telephone: (801) 353-4676 Email: steven.wallis@churchofjesuschrist.org With a copy to: Lease Management Property No. 506-5518 50 E North Temple, 12th Floor Salt Lake City, UT 84150 Email: DL-FMD-West-Valley-UT-OA@churchofjesuschrist.org Telephone: (801)-964-3060
"Tenant":	**WEST VALLEY CITY CORPORATION**, a Utah municipality
"Tenant Address":	3600 Constitution Boulevard West Valley City, Utah 84119 Attn: Craig Thomas Email: craig.thomas@wvc-ut.gov
"Property":	The real property located at 3150 W Whitehall, West Valley City, UT 84119 Tax Parcel No.: 15-33-304-014-0000
"Building":	That certain building and associated improvements located on the Property, containing approximately 22,067 RSF.
"Premises":	The Property and the Building. A depiction of the Premises is attached as Exhibit A.
"Permitted Use(s)":	(i) General office use in support of the MyHometown initiative program pursuant to that certain Community Initiative Cooperation Agreement between Landlord and Tenant, as amended, (ii) City sponsored programs and activities approved in writing in advance by Landlord, as determined by Landlord in its sole and absolute discretion, and (iii) any other uses that are approved in writing in advance by Landlord, as determined by Landlord in its sole and absolute discretion.
"Term":	24 months, commencing on the Commencement Date and expiring on the Expiration Date unless Tenant completes purchase of property prior to the conclusion of the 24-month lease period and subject to the other terms of this Lease. Notwithstanding any other provisions herein to the contrary, Tenant acknowledges the requirement for decommissioning the Building by Landlord pursuant to the terms and conditions in the Purchase Agreement, and agrees that the changes to the Premises that result therefrom are permitted under this Lease and the Purchase Agreement. Further, Tenant acknowledges and agrees that occupancy of the Premises under this Lease shall not be permitted until said decommissioning work has been completed (except as otherwise approved by Landlord in Landlord's sole discretion) and that in the event that

<table>
<tr><td></td><td>the purchase and sale transaction contemplated by the Purchase Agreement is not consummated, then Tenant may have certain reimbursement obligations to Landlord in connection therewith, as set forth in the Purchase Agreement.</td></tr>
<tr><td></td><td>“Commencement Date”: November 1, 2025
“Expiration Date”: October 31, 2027.</td></tr>
<tr><td>“Base Rent”:</td><td><table>
<tr><th>Period</th><th>Annual Base Rent</th><th>Monthly Base Rent</th></tr>
<tr><td>Months 1 – 12</td><td>$24,000</td><td>$2,000</td></tr>
<tr><td>Months 13 – 24</td><td>$24,000</td><td>$2,000</td></tr>
</table></td></tr>
<tr><td>“Tenant’s Proportionate Share”:</td><td>100%</td></tr>
<tr><td>“Additional Rent”:</td><td>Tenant responsible for all utilities, maintenance, repairs, and operating expenses as a NNN lease</td></tr>
</table>

Exhibits and Schedules	
Schedule 1	Definitions
Exhibit A	Depiction of the Premises
Exhibit B	Allocation of Maintenance and Repair Obligations

(end of summary)

LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of the Execution Date, by and between Landlord and Tenant, in consideration of the mutual covenants contained herein.

1. BASIC TERMS AND DEFINITIONS. Capitalized terms used in this Lease will have the meaning given to them in this Lease and **Schedule 1**.

2. LEASE; CONDITION OF PREMISES.

2.1 Landlord, as seller, and Tenant, as buyer, are parties to that certain Purchase and Sale Agreement dated November 1, 2025 (the "**Purchase Agreement**"). In furtherance of the terms and conditions set forth in the Purchase Agreement, the parties have agreed that Landlord leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, subject to the terms and conditions of this Lease.

2.2 Subject to Section 2.3, Tenant agrees that the Premises are in good and tenantable condition, and accepts the Premises and all aspects thereof in "AS-IS," "WHERE-IS" condition and "WITH ALL FAULTS," and waives any implied warranty of habitability, merchantability or fitness for a particular use or purpose related to the Premises. Tenant agrees that Landlord and any person acting on behalf of Landlord has not made, and Landlord disclaims, any warranty, promise, guarantee, and/or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning the Premises in any manner whatsoever.

3. TERM. The Term will commence on the Commencement Date and expire on the Expiration Date. If the Commencement Date falls on a day other than the first day of a calendar month, then the Term will be for the number of full months or years stated in the Term Summary, plus the period from the Commencement Date to the end of the calendar month in which the Commencement Date occurs, and the Rent for the initial partial month will be prorated. Notwithstanding the foregoing, this Agreement will terminate prior to scheduled Expiration Date should the following occur:

3.1 Tenant elects to purchase the Premises pursuant to the Purchase Agreement, in which case this Lease will automatically terminate on the date Tenant acquires fee simple title to the Property; or

3.2 Tenant elects to terminate the Purchase Agreement pursuant to an existing termination right under the Purchase Agreement, in which case this Lease will automatically terminate on the date described in Tenant's termination notice sent pursuant to the Purchase Agreement; or

3.3 Landlord elects to terminate the Purchase Agreement pursuant to an existing termination right under the Purchase Agreement, in which case this Lease will automatically terminate on the date described in Landlord's termination notice sent pursuant to the Purchase Agreement.

Should any of the events described in Section 3.1, 3.2, or 3.3 occur, the Lease will terminate on the described date, except for those terms and conditions herein which survive termination.

4. RESERVED.

5. RENT; DUE DATE; LATE FEE; INTEREST.

5.1 Tenant will pay the Base Rent for the first month of the Term (or for the initial partial month if the Term commences on a day other than the first day of a calendar month) on the Commencement Date. Tenant will thereafter pay its monthly Base Rent installments on or before the first (1st) day of each month during the Term at Landlord's Address without deduction, demand, or set off. Tenant will pay the Base Rent on a net lease basis, such that Tenant will pay all operating and insurance costs and real property taxes as attributable or allocable to the Premises through Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance and the costs of utilities. If any installment of Base Rent is not received by Landlord within five (5) calendar days after the date it is due, Tenant will pay the Late Fee. In addition, if any Base Rent or other sum due from Tenant to Landlord is not received by Landlord within ten (10) calendar days after the date the same is due, interest will accrue on the unpaid amount from the date it

is due through the date of actual payment at the rate of twelve percent (12.0%) per annum.

5.2 As contemplated in the Purchase Agreement, all Base Rent payments made by Tenant under this Lease will be applied to the total purchase price of the Premises should Tenant elect to purchase the Premises pursuant to the Purchase Agreement. If, however, Tenant elects not to purchase the Premises, or if this Agreement terminates and Tenant has not purchased the Premises by such time, then Landlord will retain all Base Rent payments.

6. RESERVED.

7. PERMITTED USE.

7.1 Tenant may use the Premises for the Permitted Use and for no other use whatsoever. Landlord makes no representation or warranty as to the suitability of the Premises for Tenant's intended use. Tenant will comply with all present and future Laws relating to Tenant's use or occupancy of the Premises, including obtaining and maintaining, at its sole cost and expense, any and all licenses, permits, and approvals necessary or appropriate for its use, occupation and operation of the Premises for the Permitted Use, and will make any repairs, alterations or improvements to the Building and Premises as required to comply with all such Laws to the extent that such Laws relate to or are triggered by: (a) Tenant's particular use of the Premises, or (b) any Alterations. Tenant will not do, bring, keep or sell anything in or about the Premises that is prohibited by, or that will cause a cancellation of or an increase in the existing premium for, any insurance policy covering the Building or any part thereof. Tenant will not permit the Premises to be occupied or used in any manner that will constitute waste or a nuisance, or disturb the quiet enjoyment of or otherwise unreasonably disturb other tenants in the Building or other occupants within the Property.

7.2 Tenant will not do or allow any of the following acts to be done or conditions to exist upon the Premises: (a) any public or private nuisance; (b) the sale or promotion, distribution or use of alcoholic beverages, marijuana, tobacco products, or illicit drugs; (c) the sale, rental, display, or distribution of any sexually explicit or morally inappropriate (as determined by Landlord in its sole discretion) or pornographic, lewd, obscene, or adult-oriented material or sexual acts; (d) gambling; (e) any smoking (including, without limitation, cigarettes, cigars, pipes, or e-cigarettes) within the Building or on the Property; (f) any use or occupancy by a federal governmental entity or federal governmental contractor, subcontractor, recipient, or subrecipient; and/or (g) the occupancy of any business or entity that is publicly directly associated with any of the following: (i) reproductive/abortion rights and counseling, such as planned parenthood; (ii) the production and sale/distribution of alcoholic beverages (including in powder form), including, without limitation, brewing companies, distillers, bottlers, wineries, and powdered alcohol manufacturers; (iii) the production, sale or distribution of marijuana; (iv) the production or manufacturing of tobacco products or e-cigarettes; (v) the production, publication, or distribution of sexually explicit or exploitive, pornographic, or adult-oriented material, including, without limitation, movies, videos, DVDs, magazines, photographs, video games, books, or internet sites, and the technological evolution of the same; and (vi) gambling or adult-gaming, such as casinos and on-line gambling.

7.3 As a material condition of this Lease, Tenant represents and warrants that: (1) it is not a federal governmental entity or instrumentality, nor that the Premises will be used to support a federal government contract or subcontract whereby the Tenant would be considered a federal government contractor or subcontractor in the context of this Lease, (2) this Lease is not, and will not be, or considered to be, a federal governmental contract, subcontract or third party contract, and (3) by entering into this Lease Landlord does not become a subrecipient, a subgrantee, a project participant, or a third party contractor or subcontractor. In the event, (a) this Lease is considered or alleged to be a federal government contract, subcontract or third party contract, or (b) Landlord is considered or alleged to be a subrecipient, a subgrantee, a project participant, a third party contractor, or a federal government contractor or subcontractor under federal contracting law, or (c) if due to this Lease Landlord, the Premises or the Building become or is alleged to become subject to any federal laws, statutes, rules or regulations to which the Premises or the Building are not currently subject, including, without limitation, any civil rights statutes, such as Title VI and VII of the Civil Rights Act, Executive Order 11246, as amended, 29 U.S.C. Section 793, et seq., 38. U.S.C. Section 4212, et. seq., 41 U.S.C. Section 601, et. seq., or the regulations promulgated in 41 C.F.R. 60-1 or 41 C.F.R. 60-2, and/or any other laws, rules, or regulations that would impose any obligation on Landlord to comply with any affirmative action, equal opportunity, or similar program required of federal or state government contractors and subcontractors arising from this Lease, the relationship with Tenant or Tenant's use of the Premises, Tenant will be in default of this Lease and this Lease will, at the option of Landlord, terminate. Notwithstanding the above, Landlord, in its sole and absolute

discretion, will have the right to waive such default and/or the termination of the Lease. Nothing herein will prevent Landlord from pursuing any other rights or remedies that it may pursue in the event of a default of this Lease.

8. COMPLIANCE WITH LAWS. Tenant will conduct business in the Premises only in compliance with the Permitted Use. Tenant will comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act, building codes, and safety and fire codes, regarding the operation of Tenant's business and the use and occupancy of the Premises. Tenant will promptly provide Landlord with copies of any notices it receives regarding any alleged violation of law.

9. MAINTENANCE AND REPAIR. Landlord and Tenant will perform their respective operations, maintenance, repair and replacement obligations with respect to the Property, Building, and Premises as set forth in **Exhibit B**. Tenant will perform its operations, maintenance, repair and replacement obligations in a good and workmanlike manner and in a first-class condition. All landscape maintenance shall be done in accordance with Landlord's current Scope of Work, standards, and policies, copies of which have been shared with Tenant. Tenant will pay the cost of repairs for damage occasioned by Tenant's use of the Premises or the Property or any act or omission of Tenant or Tenant Parties or its guests and invitees, and such costs to be billed to Tenant. The costs incurred by Landlord to maintain and repair the Building as set forth in the Lease will be included as part of the Operating Expenses. As a material part of the consideration for this Lease, Tenant hereby waives any benefits of any applicable existing or future Law that allows a tenant to make repairs at its landlord's expense. If Landlord conducts, or pays for the cost of, any repairs for damage occasioned by Tenant's use of the Premises or the Property or any act or omission of Tenant or Tenant Parties, Landlord will have the right to charge an additional five percent (5%) to the costs and expenses incurred by Landlord to cover Landlord's administrative costs and expenses.

9.2 Notwithstanding the provisions of this Lease, if Landlord, in its sole opinion, determines that repairs that are Tenant's responsibility under this Lease are immediately necessary to avoid possible injury, harm, loss, or damage to persons or property, Landlord may but will not be obligated to, make repairs to such items at Tenant's expense. Within ten (10) days after Landlord renders a statement for the costs of the repairs, Tenant will reimburse Landlord.

10. UTILITIES. Landlord will make available to the Premises reasonable amounts of electricity, water, heat and air-conditioning, and sewer and water service to any restrooms and/or break rooms in the Premises. The parties agree that should there occur an interruption, diminishment or termination of any utility service(s) due to causes beyond the reasonable control of Landlord, and Tenant cannot operate within the Premises for the Permitted Use, Tenant's sole and exclusive remedy will be an abatement of Base Rent proportionate to the degree of such interference, commencing as of the third (3rd) consecutive business day of such Service Failure and ceasing upon the earlier of the date the Service Failure ceases or Tenant recommences operations within the Premises.

11. RESERVED.

12. LIENS. Tenant will keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Tenant, and Tenant will indemnify, hold harmless and defend Landlord from any liens that may be placed on the Premises and/or the Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Tenant. Any such liens must be released of record within thirty (30) days. If any such lien attaches to the Premises or the Property, and Tenant does not cause the same to be released, Tenant will reimburse Landlord for all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same including interest at the rate of eighteen percent (18.0%) per annum within ten (10) days after written notice from Landlord to Tenant setting forth the amount of such costs and expenses

13. INSURANCE.

13.1 Tenant's Insurance.

(a) Tenant will maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence basis with limits of not less than Two Million Dollars ($2,000,000.00) each occurrence; Four Million Dollars ($4,000,000.00) annual general aggregate. Tenant's liability insurance policy

or policies will: (1) include premises and operations liability coverage; (2) provide that the insurance company has the duty to defend all insureds under the policy (separation of insured language will not be modified); (3) provide that defense costs are paid in addition to and do not deplete any of the policy limits; and (4) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises or the Property. Landlord and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, will be listed as additional insureds. All endorsements creating such additional insured status will be acceptable to Landlord and at least as broad as additional insured endorsement form number CG 20 11 01 96.

(b) Tenant will at all times maintain in effect with respect to any Alterations and Tenant's goods, inventory and personal property, commercial property insurance (cause of loss – special form) (formerly "all-risk") providing coverage for one-hundred percent (100%) of the full replacement cost of the covered property. During the Term, the proceeds from any such policies of insurance will be used for the repair or replacement of the Alterations and Tenant's goods, inventory and personal property so insured. Landlord will have no obligation to carry insurance on any Alterations or Tenant's goods, inventory and personal property.

(d) Beginning on the date Tenant is given access to the Premises for any purpose, which could be prior to the Commencement Date, and continuing until expiration of the Term, as it may be extended, Tenant will procure, pay for and maintain in effect Workers' Compensation Insurance for all of its employees who work at or visit the Premises and Employers Liability Insurance in accordance with applicable Laws.

(e) Beginning on the Commencement Date and continuing throughout the Term, Tenant will maintain a policy of business income and extra expense insurance (providing rental coverage) policy providing equivalent coverage covering at least a twelve (12) month period.

(f) Each policy of insurance required under this **Section 13** will: (1) be in a form, and written by an insurer, acceptable to Landlord, (2) be maintained at Tenant's sole cost and expense, and (3) except for workers' compensation insurance, be endorsed as primary and non-contributing with the policies of Landlord being excess, and secondary; and (4) be issued by insurance companies that have rating classifications of "A" or better and financial size category ratings of "VIII" or better according to the latest edition of the A.M. Best Key Rating Guide. All insurance companies issuing such policies will be licensed to do business in the state where the Property is located. Tenant will provide to Landlord, upon request, evidence that the insurance required to be carried by Tenant pursuant to this **Section 13**, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid.

(g) Prior to occupancy of the Premises by Tenant, and not less than thirty (30) days prior to expiration of any policy thereafter, Tenant will furnish to Landlord a certificate of insurance in the form of: (a) ACORD™ Form 25 (2010/05) (or its replacement) *Certificates of Liability Insurance* for liability coverages accompanied by the endorsement form CG 20 11 01 96 showing the required additional insureds satisfactory to Landlord in substance and form, and (b) ACORD™ Form 28 (or its replacement) *Evidence of Property Insurance* for property coverages. Tenant will provide Landlord with thirty (30) days' prior written notice of the modification, non-renewal or cancellation of Tenant's insurance policies.

13.2 Insurance Coverage During Construction. During the period of any construction on, in or about Premises by, through or under Tenant, Tenant will obtain, or require its contractor(s) to obtain, and thereafter maintain so long as such construction activity is occurring, at least the following minimum insurance coverage, in addition to those coverages set forth in **Section 13.1**:

(a) Independent Contractor's Liability with the same coverage as in (1) above.

(b) Products/Completed Operations Coverage which will be kept in effect for two (2) years after completion of work.

(c) "XCU" Hazard coverage, if applicable.

14. WAIVER OF SUBROGATION. To the fullest extent permitted by Law, Landlord and Tenant hereby waive and will cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of

action against the other for any loss or damage with respect to Tenant's FF&E, leasehold improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance will be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

15. ALTERATIONS, IMPROVEMENTS AND REPAIRS. Tenant will not make Alterations without first obtaining the written consent of Landlord in each instance, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's consent will not be required for any Cosmetic Alterations. Prior to commencing Alterations that require Landlord's consent, Tenant will furnish Landlord with plans and specifications, names of its contractors, and evidence of contractor's and subcontractor's insurance. Alterations will be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord. Tenant will reimburse Landlord for any reasonable out-of-pocket sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations, at a cost not to exceed $500.00. Any and all Alterations and repairs made by Tenant will become property of Landlord upon expiration or earlier termination of this Lease, unless otherwise agreed to between the parties. Upon Tenant's removal of any Alteration or improvement, Tenant will repair any damage to the Premises caused by such removal, ordinary wear and tear excepted.

16. ENTRY BY LANDLORD. Upon reasonable oral or written notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises at all reasonable times to determine whether the Premises are in good condition, to determine whether Tenant is complying with its obligations under this Lease, to perform any maintenance, repair or structural enhancement of the Premises or the Building that Landlord has the right or obligation to perform, to install or repair improvements for other tenants where access to the Premises is required for such installation or repair, to serve, post or keep posted any notices required or allowed under the provisions of this Lease, to show the Premises to prospective brokers, agents, buyers, transferees, mortgagees or tenants, or to do any other act or thing necessary for the safety or preservation of the Premises or the Building. Entry by Landlord will not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

17. NO ASSIGNMENT OR SUBLETTING.

17.1 Tenant will not Transfer this Lease nor any part of the Premises, without the prior written consent of Landlord, which will not be unreasonably withheld. If Tenant is a business entity, any direct or indirect transfer of fifty percent (50%) or more of the ownership interest of the entity (whether in a single transaction or in the aggregate through more than one transaction) will be deemed a Transfer. Notwithstanding any provision in this Lease to the contrary, Tenant will not mortgage, pledge, hypothecate, grant a collateral assignment of or security interest in, or otherwise encumber all or any portion of Tenant's interest under this Lease. If a Transfer is not effectuated into within one hundred twenty (120) days after Landlord consents to such Transfer, Landlord's consent will expire and Tenant will need to re-obtain Landlord's consent to the Transfer.

17.2 No consent by Landlord to any Transfer will relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment, subletting or other Transfer. Each Transferee will be jointly and severally liable with Tenant (and Tenant will be jointly and severally liable with each Transferee) for the payment of Rent (or, in the case of a sublease, rent in the amount set forth in the sublease) and for the performance of all other terms and provisions of this Lease. The consent by Landlord to any Transfer will not relieve Tenant or any such Transferee from the obligation to obtain Landlord's prior written consent to any subsequent Transfer by Tenant or any Transferee. The acceptance of Rent by Landlord from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer.

17.3 Concurrently with submitting each request for Landlord's consent to any Transfer, Tenant will pay Landlord an administrative review fee of Five Hundred Dollars ($500.00). In addition to the administrative review fee, Tenant will pay to Landlord on demand all costs and expenses (including reasonable consultant's fees and Legal Costs) incurred by Landlord in connection with reviewing or consenting to any proposed Transfer. The administrative review fee and other costs are payable in connection with any request for consent to, or any waiver of Landlord's rights in connection with, any security interest in any of Tenant's FF&E at the Premises.

17.4 Tenant hereby absolutely and irrevocably assigns to Landlord all rights to receive rent and other

consideration from any sublease and agrees that Landlord, as assignee or as an attorney-in-fact for Tenant for purposes hereof, or a receiver for Tenant appointed on Landlord's application may (but will not be obligated to) collect such rents and other consideration and apply the same toward Tenant's obligations to Landlord under this Lease; provided, however, that Landlord grants to Tenant at all times prior to occurrence of any breach or default by Tenant a revocable license to collect such rents (which license will automatically and without notice be and be deemed to have been revoked and terminated immediately upon any event of default).

18. DAMAGE OR DESTRUCTION.

18.1 In the event the Premises are damaged or destroyed by fire or other casualty (i) to the extent that the cost of repairing or replacing same will exceed fifty percent (50%) of the then replacement value thereof, or (ii) during the last two (2) years of the then current Term and to the extent that the cost of repairing or replacing same will exceed twenty percent (20%) of the then replacement value thereof, or (iii) at any point it is determined that restoration of the Premises will take more than one hundred eighty (180) days from the date of such casualty; then, in any such event, Landlord may, within thirty (30) days after each such determination, terminate this Lease upon written notice to the other party, in which event (a) Tenant will be unconditionally obligated to transfer or assign to Landlord all insurance proceeds, if any, arising from such casualty event that relate exclusively to capital improvements and fixtures, and (b) this Lease will be deemed terminated and neither party will have any further obligations hereunder except those that expressly survive termination of this Lease hereunder.

18.2 Unless Landlord terminates this Lease as permitted herein after a casualty event, (i) Landlord will complete the Landlord Restoration Work, (ii) Tenant will be responsible for the replacement of Tenant's FF&E and Alterations, and (iii) Tenant will be responsible for the Tenant Restoration Work. The insurance proceeds received by Landlord on the Building and received by Tenant on any of the leasehold improvements for the Premises (but excluding insurance proceeds for Tenant's FF&E) will be held in trust by each respective party for the purpose of completing the Landlord Restoration Work and the Tenant Restoration Work. For the avoidance of doubt, Tenant will be solely responsible for the cost to replace or repair Tenant's FF&E and Alterations installed by Tenant (including any Alterations installed as part of Tenant's Work). The net available insurance proceeds received by Landlord (less any amount retained by Landlord's lender) and Tenant will then be proportionally allocated by Landlord and Tenant in good faith between the Landlord Restoration Work and the Tenant Restoration Work based on estimated expenses. If Landlord does not have sufficient insurance proceeds available to complete the Landlord Restoration Work, then Landlord can elect to terminate this Lease by written notice to Tenant within thirty (30) days after Landlord's determination that such insurance proceeds are insufficient.

18.3 In the event this Lease is terminated pursuant to this **Section 18**, Base Rent and Additional Rent will be prorated from the date of such casualty event through the date of termination. In the event this Lease is not terminated, then the Base Rent and Additional Rent will be equitably abated based on the rentable square footage of the Premises which is unusable, from the date of the casualty event until such time as the Landlord Restoration Work is Substantially Complete.

19. CONDEMNATION.

19.1. If the Premises, or any portion thereof, is taken by condemnation, this Lease will terminate as to that portion of the Premises that is taken as of the earlier of (i) the date that title to the Premises taken is vested in the condemning authority or (ii) the Date of Condemnation. If the portion of the Premises remaining after the condemnation is unsuitable for Tenant's continued use as reasonably determined by the parties, then Tenant may terminate this Lease upon thirty (30) days' written notice to Landlord after the Date of Condemnation. If the entire Premises is not taken and the Lease is not terminated by Tenant as provided herein, this Lease will remain in effect and Landlord will diligently proceed to repair and restore the Premises to an architecturally complete office space; provided, however, that Landlord's obligations to so repair and restore will be limited to the amount of any award received by Landlord and not required to be paid to any mortgagee. Landlord will not be obligated to repair or replace any Alterations, improvements, trade fixtures or Tenant's goods, inventory and personal property, which will be Tenant's responsibility. From and after the Date of Condemnation, Tenant will not be obligated to pay any Base Rent or Additional Rent applicable to such portion of the Premises taken based upon the percentage of rentable square feet in the Premises so taken from and after the Date of Condemnation; provided that Tenant will continue to pay Base Rent or Additional Rent without any abatement for any portion of the Premises that is not taken.

19.2 The entire award or compensation in any such condemnation proceeding, whether for a total or partial taking or for diminution in the value of the fee, will belong to and be the property of Landlord; provided, however, Tenant may pursue an award from the condemning authority for such compensation as may be separately awarded by the condemning authority to Tenant and Tenant's right to receive compensation or damages from the condemning authority for its fixtures and personal property will not be affected by any award or compensation paid to Landlord, so long as Landlord's award is not diminished.

20. SURRENDER AT END OF TERM; HOLDING OVER. On the last day of the Term (or Renewal Term if applicable) or upon the earlier termination of this Lease or Tenant's right of possession, Tenant will remove Tenant's FF&E from the Premises and quit and surrender the Premises to Landlord, broom clean, and in as good order, condition and repair as at the time Tenant took possession thereof, ordinary wear and tear excepted. If Tenant fails to remove any of Tenant's FF&E at the time of termination of this Lease or Tenant's right to possession is terminated, Landlord, at Tenant's sole cost and expense, will be entitled (but not obligated) to remove and store such property. Tenant will pay Landlord, upon demand, the expenses and storage charges incurred by Landlord as a result thereof. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, and Tenant remains in the Premises, Tenant's occupancy will be subject to all of the terms and provisions of this Lease, and Tenant will pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the sum of the Base Rent and any Additional Rent due for the period immediately preceding the holdover, unless Tenant and Landlord enter a written agreement with respect to such holdover term.

21. TENANT DEFAULT AND LANDLORD REMEDIES.

21.1 Tenant will be in default if: (a) Tenant fails to pay any monetary obligation within five (5) days after the date payment was due; (b) Tenant fails to perform any other obligation required of Tenant under this Lease within thirty (30) days after written notice from Landlord thereof, except that if curing such failure will reasonably require more than thirty (30) days, Tenant will have a reasonable time to perform such cure (not to exceed ninety (90) days) so long as Tenant commences its cure within thirty (30) days after the written notice and thereafter diligently pursues the cure to completion; (c) proceedings in bankruptcy are instituted by Tenant as debtor, or proceedings in bankruptcy are instituted against Tenant and such proceedings are not dismissed within sixty (60) days of the filing thereof; or (d) Tenant becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due, or forfeits or loses its right to conduct business.

21.2 Upon default, Tenant's right to possession will cease and Landlord will have the option to pursue all remedies available at law or in equity, including any one or more of the following remedies without any notice (except as expressly stated in the immediately preceding paragraph):

(a) Terminate Tenant's possession of the Premises by any lawful means, with or without terminating this Lease. Any termination will not affect Landlord's right to damages as described herein or as allowed by Law. Tenant will immediately surrender possession of the Premises to Landlord. In such event, Landlord will be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, without limitation, (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and any other charges which had been earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant affirmatively proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent and other charges which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant affirmatively proves Landlord could have reasonably avoided; (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, and the Costs of Reletting; and (v) all other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable Law. As used in subparts (i) and (ii) above, the "worth at the time of the award" will be computed by allowing interest on unpaid amounts at the rate of ten percent (10%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve

Bank of San Francisco at the time of the award, plus one percent (1%).

(b) Upon termination of Tenant's right to possession of the Premises, in compliance with applicable Law, remove Tenant, Tenant's FF&E and any parties occupying the Premises. Landlord may (but will not be obligated to) relet all or any part of the Premises, without notice to Tenant, for such period and on such terms and conditions (which may include concessions, free rent and improvement allowances) as Landlord in its absolute discretion will determine. Landlord may collect and receive all rents and other income from the reletting. Tenant will pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. The re-entry or taking of possession of the Premises will not be construed as an election by Landlord to terminate this Lease. If the Premises or any part thereof is re-rented together with other space, only that rent attributable to the Premises or part so rented will be applied toward Tenant's Rent obligation under this Lease.

(c) Maintain Tenant's right to possession, in which case this Lease will continue in effect (whether or not Tenant will have abandoned the Premises), and Landlord will be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due. If Landlord desires to re-enter the Premises, Landlord will notify Tenant and Tenant will peacefully vacate the Premises and remove Tenant's fixtures, furnishings, equipment, and personal property from the Premises within ten (10) days after Landlord's notice and grant Landlord the right to enter and possess the Premises. Landlord's re-entry into the Premises will not be deemed a surrender of the Premises by Tenant, an acceptance of the Premises by Landlord, a termination of the Lease, nor constructive eviction of Tenant. If Tenant fails to peacefully vacate the Premises after receipt of Landlord's notice exercising its rights under this paragraph, Landlord may obtain an order of restitution pursuant to applicable Laws. In such an event, Tenant hereby unconditionally stipulates to the order of restitution and waives any and all defenses and claims to the contrary and agrees that Landlord may obtain the order of restitution through summary proceedings.

(d) Pursue any other remedy now or hereafter available to Landlord under the Laws or judicial decisions of the state in which the Premises is located. The rights specifically described in this Section will not limit Landlord's right to correct by injunctive relief or recover damages for any and all detriment proximately caused by Tenant's default under this Lease or which would be likely to result from such default in the ordinary course.

In addition to the foregoing, if Tenant is in default of any of its non-monetary obligations under the Lease after the notice and cure periods required hereunder, Landlord will have the right to perform such obligations. Tenant will reimburse Landlord for the reasonable out-of-pocket cost of such performance upon demand, together with an administrative charge equal to 15% of the cost of the work performed by Landlord. The repossession or re-entering of all or any part of the Premises will not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord will be exclusive of any other right or remedy. Each right and remedy will be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at law or in equity.

The subsequent acceptance of Rent hereunder by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No waiver by Landlord of any breach hereof will be effective unless such waiver is in writing and signed by Landlord.

22. LANDLORD DEFAULT AND TENANT REMEDIES. If Landlord fails to perform any of its obligations under the Lease, Tenant may give written notice to Landlord. Landlord will be in default of this Lease if Landlord receives written notice of any failure to perform and Landlord fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord will not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursues such non-performance to completion. In the event of a default by Landlord, Tenant, at its option, without further notice or demand and as its sole and exclusive remedies, may: (i) pursue the remedy of specific performance or injunction; or (ii) seek declaratory relief; or (iii) pursue an action for actual and direct damages for loss. Notwithstanding anything herein to the contrary, Landlord will not be subject to consequential, indirect, expectation, punitive, or special damages, such as damages resulting from loss of business or revenue. Nothing herein contained will relieve Landlord from its obligations hereunder, nor will this Section be construed to obligate Tenant to perform Landlord's repair obligations.

23. ATTORNEY FEES AND OTHER COSTS; JURY WAIVER. In the event of a default by either party under this Lease, the defaulting party agrees to pay all costs and expenses incurred by the non-defaulting party as a result of the default or to enforce its remedies for default hereunder, including, without limitation, court costs, expert witness fees, and reasonable attorneys' fees. LANDLORD AND TENANT HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ALLEGING A BREACH OF THIS LEASE OR SEEKING AN INTERPRETATION HEREOF OR ANY RELIEF HEREUNDER.

24. ESTOPPEL CERTIFICATES. Within twenty (20) days after receipt of a written request from Landlord, Tenant will execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested (including a mortgagee or prospective purchaser). Such estoppel certificate will include a certification as to the status of this Lease, the existence of any defaults, the amount of Rent that is due and payable, and such other information as Landlord may reasonably request.

25. INDEMNIFICATION; RELEASE.

25.1 Landlord and Landlord Parties will not be liable to Tenant or Tenant Parties for (a) any loss, harm, or damage to any property (including Tenant's FF&E) in or about the Premises or the Building from any cause whatsoever, (including, without limitation: defects in the Building or in any equipment in the Building; fire, explosion or other casualty; bursting, rupture, leakage or overflow of any plumbing or other pipes or lines, sprinklers, tanks, drains, drinking fountains or wash stands in, above, or about the Premises or the Building; or acts of other tenants in the Building), or (b) any loss, theft, release or disclosure of any data or information (in physical or electronic form) from the Premises or Tenant's business operations within the Building or on the Property. In addition, Landlord and the Landlord Parties will not be liable to Tenant or Tenant Parties for any bodily injury in or about the Premises or the Building from any cause (including the acts of other tenants or their agents, servants, contractors, employees, guests or invitees). Tenant hereby releases and waives all Claims against Landlord and Landlord Parties for any such loss, harm, damage, injury, theft, release, and/or disclosure and the cost and expense of defending against such Claims, provided that Tenant does not release Landlord from any Claims for loss, harm or damage to any property (including Tenant's FF&E) arising from the gross negligence or intentional misconduct of Landlord or Landlord's employees acting within the scope of their employment or for bodily injury arising from the sole negligence or intentional misconduct of Landlord or Landlord's employees acting within the scope of their employment. In no event, however, will Landlord or the Landlord Parties be liable to Tenant or Tenant's Representatives for any punitive, special, exemplary, indirect, or consequential damages or damages for loss of business by Tenant.

25.2 Tenant will indemnify, defend and hold Landlord and Landlord Parties harmless for, from and against Claims arising from (a) the acts or omissions of Tenant or Tenant Parties or its guests and invitees in or about the Property or the Building, or (b) Tenant's use or occupancy of and operations upon the Property, Building, and Premises, or (c) any construction or other work undertaken by Tenant on the Premises (including any design and construction defects), or (d) any breach or default under this Lease by, through, or under Tenant, or (e) any accident, injury, harm, loss, or damage to any person or property, occurring in or about the Premises during the Term regardless of the cause, including, but not limited to, any environmental injury, harm and/or contamination; except that Tenant does not indemnify Landlord from any Claims for bodily injury solely arising from the direct negligent acts of Landlord or Landlord's employees acting within the scope of their employment. Subject to Tenant's indemnification obligations above, Landlord will indemnify, defend and hold Tenant harmless from and against Claims solely arising from the direct negligent acts or omissions of Landlord resulting in any harm or injury to persons in or about the Property; except that Landlord does not indemnify Tenant from any Claims for bodily injury arising in any degree from the acts or omissions of Tenant, Tenant Parties or its guests and invitees. Tenant's indemnification obligation is independent of Tenant's obligation to maintain insurance, and the minimum limits on Tenant's insurance coverage set forth in this Lease will not limit the Tenant's indemnification obligations under this Lease.

25.3 The obligations of the parties under this **Section 25.3** (a) are independent of, and will not be limited by, each other or any insurance obligations set forth in this Lease or comparative negligence statutes or principles or damages or benefits payable under workers compensation or other employee benefit acts, and (b) will survive the expiration or earlier termination or this Lease until such time as all related Claims against the benefited parties are fully and finally barred by applicable Laws. All applicable Laws affecting the validity or enforceability of any portion of the waivers, releases and indemnities contained in this **Section 25** are made a part of this **Section 25**, and will

operate to amend such obligations to the minimum extent necessary to bring the provisions into conformity with applicable Laws and cause the provisions, as modified, to continue in full force and effect.

26. NOTICES. Any notice or demand required or permitted hereunder will be: (i) given in writing; (ii) delivered by hand delivery, U.S. certified mail, overnight delivery service (e.g., FedEx); and (iii) deemed effectively given on the earliest of: (a) the date delivered, (b) the third business day after deposit of certified mail, postage prepaid, with the United States Postal Service, (c) the next business day after mailing by overnight delivery service, or (d) the date delivery is refused by the intended recipient. No notice hereunder may be effectively given by text message. Each notice is to be addressed to the parties at the addresses set forth in the Term Summary.

27. NO WAIVER. Neither party's failure to enforce or delay in enforcing any obligation of the other party under this Lease will waive or impair that party's right to enforce any obligation that remains unperformed or any subsequently maturing obligation by the non-performing party.

28. INTEGRATION. This Lease and any exhibits and schedules, if any, attached and forming a part of this Lease, set forth all the covenants, promises, agreements, conditions, and understandings, between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding upon Landlord or Tenant unless reduced to writing and signed by both of them.

29. SEVERABILITY. If any provision of this Lease or its application to any person or circumstance is held to be invalid or unenforceable by any tribunal having jurisdiction of the matter, the remainder of this Lease and the application of the provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable will not be affected and the invalid or unenforceable provision will be interpreted, modified and/or applied to the person or circumstance as to most nearly carry out the original intent of the parties and still be enforceable.

30. TIME OF ESSENCE. Time is of the essence in the interpretation and enforcement of this Lease.

31. NO RECORDING. Neither this Lease nor any memorandum thereof will be recorded in any public real estate records.

32. SIGNAGE. Except for installing Tenant's standard and customary signage on the exterior building (in a location mutually agreed upon between the parties), Tenant will not install any signs, advertisements or notices on the windows, doors, walls or other parts of the Building, except those approved in advance and in writing by Landlord.

33. QUIET ENJOYMENT. Landlord covenants that if Tenant timely pays the rent and performs all of the terms of this Lease, Tenant will peaceably and quietly enjoy and possess the Premises throughout the Term (and any Renewal Term(s)), subject only to the conditions set forth in this Lease.

34. GOVERNING LAW; NO PRESUMPTION. The Laws of the state where the Premises are located will govern the validity, performance, and enforcement of this Lease. The terms and provisions of this Lease represent the results of negotiations between Landlord and Tenant, each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease must be interpreted and construed in accordance with their usual and customary meanings, and Landlord and Tenant each waive the application of any rule of law that ambiguous or conflicting terms or provisions contained in this Lease are to be interpreted or construed against the party who prepared the executed Lease or any earlier draft.

35. BROKERS. Landlord and Tenant warrant and represent to each other, which warranty will survive the expiration or termination of this Lease, that in the negotiating or making of this Lease, neither party nor anyone acting on its behalf has dealt with any broker or finder who might be entitled to a fee or commission for this Lease. Landlord and Tenant will indemnify, defend, and hold each other harmless from any claims asserted by any other broker or finder for a fee or commission based upon any dealings with or statements made by the representing party.

36. AUTHORITY. Each individual executing this Lease represents and warrants that: (i) if the individual is executing this Lease for and in behalf of an entity or organization, all requisite corporate and/or legislative approvals have been secured and obtained, and that he/she has been duly authorized to execute this Lease in the capacity and for the entity set forth where he/she signs and to bind the entity or organization; and (ii) if the individual is executing this Lease for and in behalf of himself or herself, the individual has the requisite legal capacity, and has the requisite legal age, to enter into this Lease, and this Lease will be binding on the individual.

37. NO RELATIONSHIP. The parties expressly disclaim and disavow any partnership, joint venture, fiduciary, agency, employment status, or relationship between them and expressly affirm that they have entered into this Lease as part of an "arms-length" transaction. No party will have the right to act as an agent for another party, and each is solely responsible for its respective expenses, liabilities, and obligations.

38. INTERPRETATION. Wherever the context requires in construing of this Lease, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular.

39. COUNTERPARTS. This Lease may be signed in counterparts and transmitted electronically. Each counterpart will be deemed to be an original, but all separate counterparts will together constitute one and the same instrument. Electronic signatures and copies of signatures will be deemed originals.

40. INDEPENDENT COVENANTS/CONTROLLING NATURE OF LEASE. The parties agree that the terms and conditions of the Lease define and control their relationship and obligations regarding the Premises, the Building, and the Property. This Lease will be construed as though the covenants of Tenant are independent and Tenant hereby expressly waives the benefit of any Laws to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant will not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord (unless that right is expressly set forth herein). Notwithstanding the foregoing, Tenant may notify Landlord of any default and if such default is not cured within the prescribed cure period, Tenant may thereafter commence a separate action against Landlord for a violation of Landlord's obligations hereunder. In addition, Tenant hereby waives any benefits of any applicable existing or future Laws that may permit the termination of this Lease due to any Service Failure or other interruption or failure of any utility or other service, or due to any damage or destruction to or partial taking of the Premises or the Building under any circumstances.

[*Signatures on following page*]

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

LANDLORD:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole

By: _____

Name: _____

Its: Authorized Agent

TENANT:

WEST VALLEY CITY CORPORATION,
a Utah municipality

By: _____

Name: Karen Lang

Its: Mayor

ATTEST:

_____
City Recorder

Approved as to form 10/1/2025
Brandon Hill

SCHEDULE 1
DEFINITIONS

1.1. **Affiliate** – Any corporation, person or other entity that, directly or indirectly controls, is controlled by, or is under common control with Tenant or Landlord, as the case may be, or to any corporation or other entity resulting from a merger or consolidation with Tenant or Landlord, as the case may be. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

1.2. **Alterations** – Any additions, alterations, improvements, modifications, or changes to the Premises (including installation of any security system or telephone or data communication writing), other than Tenant's Work and Landlord's Work, as applicable.

1.3. **Claims** (individually, a "**Claim**") – All foreseeable and unforeseeable claims, actions, causes of action (whether in tort, contract, or under a theory of strict liability, or whether in law, equity, statutory or otherwise), litigation, demands, liabilities, damages, losses, injuries, disbursements, costs, charges, judgments, penalties, fines, losses, or expenses, including, without limitation, attorneys' fees.

1.4. **Cosmetic Alterations –** Alterations that (a) are of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) are not visible from the exterior of the Premises or Building; (c) will not affect the structure or components of the Building; and (d) do not require work to be performed inside the walls or above the ceiling of the Premises.

1.5. **Costs of Reletting** – All reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

1.6. **Date of Condemnation** – The date the condemning authority has the right to possession of the property being condemned.

1.7. **Environmental Laws** – All federal, state, local, or municipal environmental law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (ii) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (iii) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (iv) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (v) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (vi) state or local environmental laws, and (vii) any regulations related to any of the foregoing.

1.8. **Force Majeure Events** – Any event outside of the reasonable control of Landlord, including, but not limited to, any act of nature, act of God, governmental or police action or failure to act, labor dispute, strikes, lockouts, acts of war, acts of terrorism, civil unrest or commission, inability to obtain services, labor, or materials or reasonable substitutes therefor, unavailability of utility service, mechanical breakdown, closure of any public streets or sidewalks or any building, structure or improvement not owned by Landlord, and/or any fire or other casualty, or any contagious or infectious disease outbreaks or other public health emergencies, such as, but not limited to, epidemics, pandemics or impositions of quarantine restrictions by any governmental authority in the geographic area where the Premises is located or that imposes a significant risk of harm, injury, or illness to employees, contractors, servants, customers, or guests visiting the Premises or the Building, provided that Force Majeure Events will not include failure to pay any amount, such as Rent under this Lease, financial inability, or bankruptcy.

1.9. **Governmental Authorities** – Any governmental entity, agency or authority with jurisdiction over any portion of the Property, or any aspect of the entitlements, development, or construction thereof (including, without limitation, all applicable agencies and divisions of any local municipality.

1.10. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, all asbestos or petroleum-based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or

regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.11. **Landlord Parties** – Means Landlord, its property manager, if applicable, and any mortgagee, and any Affiliates of the foregoing, and all of their respective officers, directors, managers, members, shareholders, partners, employees, agents, servants, and contractors.

1.12. **Landlord Restoration Work** – After a casualty event, Landlord's repair and restoration work for the Building as may be required to return the Premises to its condition prior to the Commencement Date.

1.13. **Late Fee** – Ten percent (10.0%) of the delinquent amount.

1.14. **Laws** – Any law, regulation, rule, order, statute or ordinance of any governmental or private entity in effect at any time during the Term and applicable to the Property and Tenant's use thereof, including, but not limited to, building, fire and safety codes and regulations, conditional use permits, certificates of occupancy, Environmental Laws and the Americans with Disabilities Act.

1.15. **Lease** – This Lease Agreement, including the Term Summary and all exhibits and schedules attached hereto.

1.16. **Rent** – Base Rent and Additional Rent.

1.17. **RSF** – Rentable Square Feet; the total number of square feet of both the Building and the Premises, including an allocation of common area.

1.18. **Service Failure** – An interruption in, a disruption of, or failure or inability to provide any services or utilities to the Premises or Building for any reason.

1.19. **Tenant's FF&E** – Tenant's trade fixtures, furnishings, equipment and stock in trade.

1.20. **Tenant Parties** – Tenant, its partners, shareholders, members, managers, officers, directors, employees, agents, servants, contractors, assigns, representatives, licensees, and permitted subtenants

1.21. **Tenant Restoration Work** – After a casualty event, Tenant's repair and restoration for Tenant's Work and any Alterations made by Tenant.

1.22. **Transfer** – An assignment, collateral assignment, mortgage, pledge, hypothecation or Encumbrance of this Lease or any interest therein, or subletting or granting a license, concession or any other interest in the Premises, or permitting the use or occupancy of the Premises or any part thereof by or for the benefit of anyone other than Tenant, or in any other manner transferring all or any part of Tenant's rights or interests under this Lease. If Tenant is a business entity, any direct or indirect transfer of fifty percent (50%) or more in the aggregate of the ownership interest of the Tenant entity or of the ownership interest of the manager, member, or shareholder or other entity controlling the Tenant entity (whether in a single transaction or in the aggregate through more than one transaction) will be deemed a Transfer; provided that transfers of publicly traded ownership interest in the Tenant entity or a transfer resulting from the death of a person will not be deemed a Transfer.

1.23. **Transferee** – An assignee, mortgagee, subtenant, licensee, concessionaire, user or other transferee.

Exhibit A

(Floor Plan of the Premises)

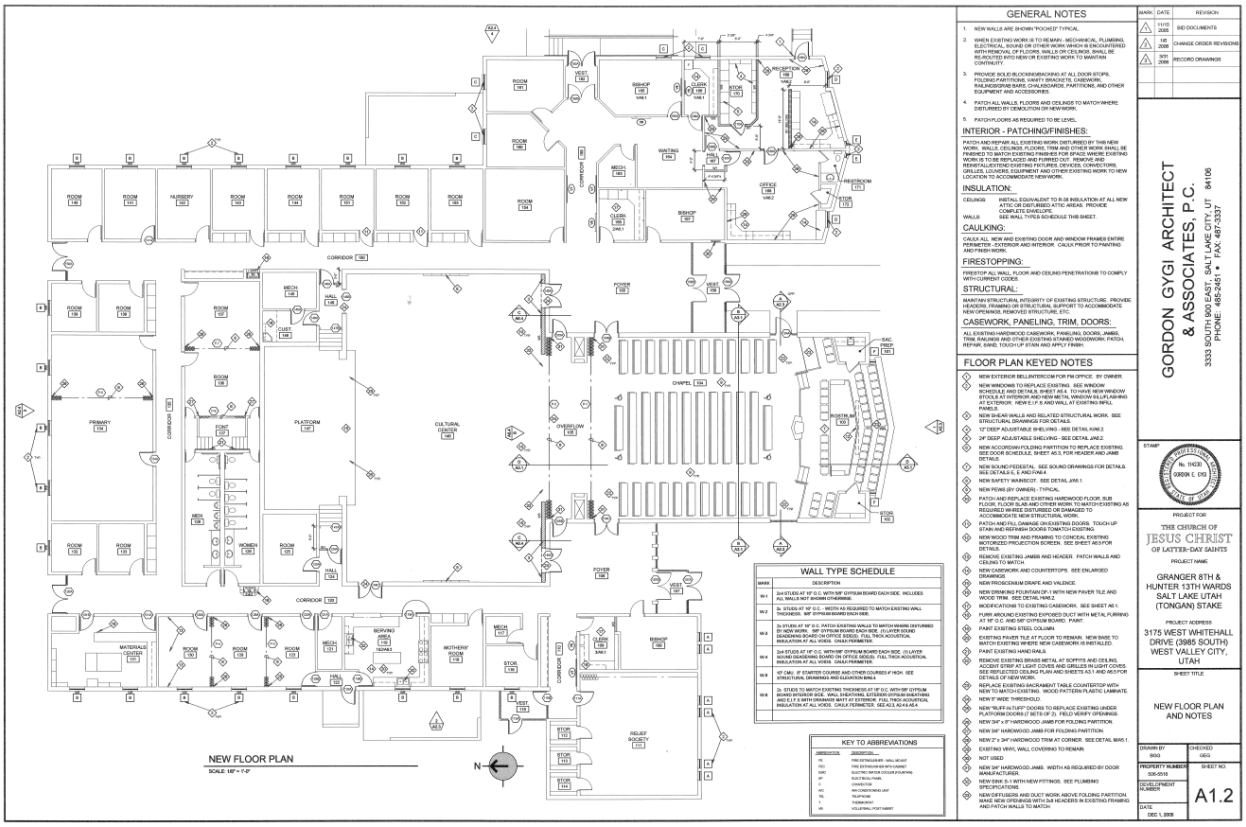


Exhibit B

(Allocation of Maintenance and Repair Obligations)

The allocation of Landlord's and Tenant's obligations, and the party responsible for the costs relating to the same, are as shown below.

Item	Landlord's Obligation	Tenant's Obligation	Recoverable by Landlord	Not Recoverable by Landlord
Building Foundation		X		
Building Structural Elements		X		
Exterior Walls (including painting)		X		
Roof		X		
Roof Membrane		X		
Rain Gutters		X		
Pylon/Monument Sign		X		
Pylon Sign Face		X		
Sidewalks		X		
Drive Aisles/Asphalt		X		
Parking Area/Asphalt		X		
Striping		X		
Parking Area Sweeping		X		
Common Area Signage		X		
Landscaping		X		
Building adjacent walkways		X		
Utility systems (from the meter to and within the Premises)		X		
Utility systems (to the meter and outside of the Premises)		X		
Utility systems (not separately metered)		X		
Utility Charges – Common Area and Building		X		
Utility Charges – Premises (separately metered)		X		
Common Areas Light Fixtures		X		
Maintenance of Building Lighting (including exterior building lighting)		X		
Replacement of Building Lighting (including exterior building lighting)		X		
HVAC (less than $2,000.00)		X		
HVAC (more than $2,000.00)		X		
Interior of Premises		X		
Windows/Plate Glass		X		
Interior Doors		X		
Exterior Doors		X		
Trash Enclosure		X		

Trash Dumpster & Disposal		X		
Snow Removal		X		
Tenant's Signage		X		
Property Signage		X		
Security – Common Areas		X		
Real Property Taxes		X		
Landlord's Insurance		X		
Tenant's Insurance		X		

1. DEFINITIONS. The following capitalized terms will have the ascribed meanings:

1.1 **Additional Rent** – Any charge, fee or expense payable by Tenant to Landlord under this Lease, including, without limitation, Tenant's Proportionate Share of (a) Operating Expenses, (b) Taxes, and (c) Landlord's Insurance, for any calendar year falling in whole or in part during the Term.

1.2 **Landlord's Insurance** – Landlord may manage a program of alternative risk transfer related to risk of harm, loss or damage to the Building and the Property, and the repair, restoration, and reconstruction thereof, to the extent and degree that Landlord deems necessary in Landlord's reasonable judgment. Landlord's risk management program may include elements of traditional insurance, self-insurance, large deductibles, or risk assumption. The cost of Landlord's risk management program will be deemed to be the cost of obtaining and managing an insurance policy covering the risk managed or assumed by Landlord, which cost will be determined by an estimate or quote from a reputable insurance company regarding such insurance coverage. The cost of Landlord's risk management program, as determined above, will be deemed the cost of insurance for expense reimbursement purposes and Landlord may, in its discretion, include such costs as part of Expenses. Landlord will not be required to carry insurance of any kind on Alterations and/or Tenant's personal property, and will not be obligated to repair any damage thereto or replace the same for any reason.

1.3 **Operating Expenses** – All reasonable, out-of-pocket costs and expenses incurred by Landlord during the Term that Landlord actually incurs with respect to maintaining and repairing the Premises.

1.4 **Statement** – A statement provided by Landlord to Tenant showing (i) the total amount of Operating Expenses, Taxes and Insurance and Tenant's Proportionate Share for the calendar year, (ii) the total payments made by Tenant, and (iii) any overpayment or underpayment by Tenant for the calendar year.

1.5 **Taxes** – All ad valorem real property taxes and assessments imposed on the Property.

1.6 **Tenant's Proportionate Share** – A fraction in which the numerator is the RSF of the Premises and the denominator is the RSF of the entire Building(s) on the Property. Tenant's Proportionate Share is 100.0%.

2. ADDITIONAL RENT.

2.1 Tenant will pay Additional Rent commencing on the Rent Commencement Date. Tenant will pay monthly Additional Rent installments on or before the first (1st) day of each month during the Term at Landlord's Address. For each calendar year, Landlord will estimate the amount of Additional Rent due for the year, and Tenant will pay Landlord one-twelfth of the estimate on the first day of each month during the year. The estimate may be revised by Landlord whenever it obtains information relevant to making the estimate more accurate.

2.2 Within 120 days after the end of each calendar year, Landlord will provide Tenant the Statement. If the Statement reveals that the actual amount of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance exceeds the total payments made by Tenant, Tenant will pay Landlord the deficiency within 30 days of Tenant's receipt of the Statement. If the Statement shows that Tenant's payments exceed the actual amount of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance, Landlord will reimburse Tenant the excess within 30 days of Tenant's receipt of the Statement.

2.3 If Tenant objects in writing to the Statement within 30 days after its receipt, Tenant will have the right to review Landlord's records relating to the Operating Expenses, Taxes and Insurance. If Tenant's review indicates that Tenant underpaid Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance, Tenant will pay the amount owed within 30 days after completing Tenant's review. If Tenant's review indicates that Tenant overpaid Tenant's Proportionate Share of the Operating Expenses, Taxes and Insurance, Landlord will either grant Tenant a credit toward payment of Tenant's Proportionate Share of Operating Expenses, Taxes and Insurance next coming due, or refund the overpayment to Tenant. Landlord will pay any undisputed refund within 30 days after the result of Tenant's review; provided, however, if Landlord disputes the results of Tenant's review, the parties will work together in good faith to resolve the dispute. Tenant will perform its review at its sole cost and expense.

SUMMARY OF
PURCHASE AND SALE AGREEMENT
PN: 506-5518 (Whitehall)

This Summary of Purchase and Sale Agreement (this "**Term Summary**") is a part of the Agreement (defined below). Each reference in the Agreement to any term in this Term Summary will have the meaning set forth in this Term Summary. If there is a conflict between the terms in this Term Summary and the Agreement, the terms of the Agreement will prevail.

"Seller":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
"Seller Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Steven Wallis Email: steven.wallis@churchofjesuschrist.org
"Seller Representative":	Steven Wallis
"Buyer":	**WEST VALLEY CITY CORPORATION**, a Utah municipality
"Buyer Address":	3600 Constitution Boulevard West Valley City, Utah 84119 Attn: Craig Thomas Email: craig.thomas@wvc-ut.gov
"Buyer Representative":	Craig Thomas
"Real Property":	Address: 3150 W Whitehall City/State/Zip: West Valley City, UT 84119 County: Salt Lake Tax Parcel No.: 15-33-304-014-0000 Legal Description and Depiction: See **Exhibit A** to this Agreement.
"Escrow Agent":	Fidelity National Title NCS Utah 170 S Main St., Suite 1075 Salt Lake City, UT 84101 Attn: Hillary Morgan Email: Hillary.morgan@fnf.com
"Seller Broker":	N/A
"Buyer Broker":	N/A
"Purchase Price":	$2,100,000.00
"Earnest Money":	$50,000.00. The parties acknowledge and agree that the Earnest Money shall become non-refundable to Buyer at the expiration of the Feasibility Period, but shall be applicable to the Purchase Price at Closing.

"Lease Agreement":	That certain Lease Agreement between Seller, as landlord, and Buyer, as tenant for the occupancy and use of the Property. The Lease Agreement shall be executed simultaneously with this Agreement.
Key Dates:	
"Feasibility Period":	From the Effective Date until the earlier to occur of the following: (i) 5:00 p.m. (Utah time) on the date which is two (2) years after the Effective Date; or (ii) the date on which Buyer has (a) secured all funding and financing for the acquisition of the Property and (b) obtained all necessary governmental approvals for the acquisition of the Property, including but not limited to all necessary City Council approvals for the funding and acquisition of the Property. The parties acknowledge and agree that in the event that the items under subsection (ii) above are satisfied, then Buyer shall be irrevocably committed to purchase the Property.
"Closing Date":	The date which is thirty (30) days after the Feasibility Period expires.
Entitlements:	The following Section will apply and be binding on the parties if checked (if not checked, then such Section will **not** apply): ☐ **Section 9.1.4** (Entitlements) The following actions will be considered "**Entitlements**": ☐ Rezoning of the Property. ☐ Obtaining a Conditional Use Permit.
Additional Provisions:	The following subsections, romanettes and exhibits will apply and be binding on the parties if checked (if not checked, then such subsections, romanettes and exhibits will **not** apply): ☒ **Section 15.1** (Decommissioning) ☐ **Intentionally Deleted** ☒ **Section 15.2(ii)** and **Exhibit 15.2(ii)** (Use Restriction) ☒ **Section 15.2(iii)** and **Exhibit 15.2(iii)** (Asbestos)
"Transaction Expense Chart":	The following transaction expenses will be allocated as follows:

#	Closing Item	Buyer's Share of Costs	Seller's Share of Costs	Not Applicable (if checked)
1.	Additional Inspections	100%	0%	☐
2.	ALTA Survey	100%	0%	☐
3.	Deed Preparation & Recording Fees	0%	100%	☐
4.	Phase I Report	100%	0%	☐
6.	Standard Owner's Title Policy	0%	100%	☐
7.	Extended Coverage & Title Endorsements	100%	0%	☐
8.	Transfer Tax	100%	0%	☐
9.	Rollback Tax	100%	0%	☐
10.	Seller's Broker Commission	0%	100%	☒
11.	Buyer's Broker Commission	100%	0%	☒
12.	Escrow and Closing Fees	50%	50%	☐

"**Buyer Relationship Disclosure**":	Check the box that applies:

	☒	Buyer **does not** have a personal, business or other relationship with Seller or affiliated corporations or groups other than the sale of the Property; or
	☐	Buyer **does** have a personal, business or other relationship with Seller or affiliated corporations or groups other than the sale of the Property, which is:
		☐ a currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints ("**Church**") where the Property is located;
		☐ an employee of the Seller or any Church affiliate;
		☐ a relative of an employee of Seller or of any other Church affiliate; and/or
		☐ a hired agent of the Seller or any Church affiliate.

Buyer's Initials: _____ **Seller's Initials:** _____

Approved as to form 10/1/2025

Brandon Hill

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is effective as of the Effective Date by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Seller**"), and **WEST VALLEY CITY CORPORATION**, a Utah municipality ("**Buyer**").

RECITALS

A. Seller is the owner of the Real Property located in the county and state set forth in the Term Summary, as more fully described and depicted on **Exhibit A**, together with those items included in the definition of "**Property**."

B. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property upon the terms and conditions in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Definitions. The capitalized terms used in this Agreement will have the meaning given them in this Agreement and **Schedule 1**.

2. Purchase Agreement. Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property subject to this Agreement.

3. Purchase Price. The Purchase Price will be due and payable as follows:

3.1. **Earnest Money**. Buyer shall deposit the Earnest Money with Escrow Agent no later than three (3) Business Days after the Effective Date. If the Earnest Money is not timely delivered by Buyer to Escrow Agent, then this Agreement will be null and void.

3.2. **Balance of Purchase Price**. Buyer shall pay the Purchase Price, less the Earnest Money and less any Base Rent payments made by Buyer under the Lease Agreement, to Seller at Closing, subject to the prorations, credits and adjustments in this Agreement and the Lease Agreement. Buyer acknowledges and agrees that in the event that Buyer does not elect to purchase the Property or the Lease Agreement terminates prior to Closing, then Seller shall be permitted to retain all Base Rent payments under the Lease Agreement, as more fully set forth in the Lease Agreement.

4. Disposition of Earnest Money. Seller and Buyer instruct Escrow Agent to (i) hold the Earnest Money in an FDIC-insured, interest-bearing account with no penalty for early withdrawal, and (ii) disburse the Earnest Money as follows:

4.1. **Distribution to Buyer**. If the Purchase and Sale Transaction is not consummated due to (i) the timely termination of this Agreement pursuant to an existing termination right wherein the express terms of such termination right provide that Buyer is to receive the Earnest Money, or (ii) the termination of this Agreement by Buyer pursuant to **Section 14.2** due to a Seller Default, then the Earnest Money will be returned to Buyer, less $100.00 of independent consideration which will be disbursed to Seller.

4.2. **Distribution to Seller**. If the Purchase and Sale Transaction is not consummated due to (i) the termination of this Agreement by Seller as a result of a Buyer Default, or (ii) any termination of this Agreement by any party for any reason other than as expressly set forth in **Section 4.1**, then the Earnest Money will be disbursed to Seller.

4.3. **Application**. If the Purchase and Sale Transaction is consummated, the Earnest Money will be applied to the Purchase Price and paid to Seller at Closing.

5. Feasibility Period.

5.1. **Feasibility Review**. Seller issues to Buyer and Buyer's employees, contractors and agents a nonexclusive right and license to enter upon the Real Property, at Buyer's sole risk, to inspect the Property and conduct any studies, tests, assessments or other matters deemed necessary by Buyer to assess the condition of the Property and determine whether to acquire the Property, to seek and obtain any desired funding and financing for the acquisition of the Property, and to obtain all necessary governmental approvals for the acquisition of the Property, including but not limited to all necessary City Council approvals for the funding and acquisition of the Property ("**Feasibility Review**") during the Feasibility Period. Notwithstanding the foregoing, Buyer shall not perform any invasive or intrusive testing at, in, on or under the Property (including, without limitation, any Phase II environmental site assessment) without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Buyer shall minimize any inconvenience or disturbance of any tenants or occupants of the Property in connection with the Feasibility Review. Seller shall have the right to have a Seller representative accompany Buyer and Buyer's Consultants during any entry onto the Property.

5.1.1. **Repair**. Buyer shall immediately repair any damage to the Property resulting from Buyer's entry upon, or testing of, the Property to the same or better condition that existed before such entry upon or testing of the Property.

5.1.2. **Indemnity**. Buyer shall indemnify, defend, save and hold Seller harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any kind whatsoever (including, without limitation, reasonable attorneys' fees and costs) ("**Losses**") caused by, or in any way related to, the acts or omissions of Buyer and its employees, contractors and agents during and in connection with the Feasibility Review; provided, however, such indemnification does not apply to the mere discovery by Buyer of any preexisting condition to the Property as a result of any testing permitted under this Agreement. The obligations of Buyer in the preceding sentence will survive the termination or Closing of this Agreement.

5.1.3. **Insurance**. Buyer shall obtain a Commercial General Liability Insurance Policy with a limit of not less than $1,000,000.00 each occurrence, covering the activities of Buyer and Buyer's Consultants while on the Real Property, and naming Seller as an additional insured, which policy will be non-cancelable without thirty (30) days' prior written notice to Seller. A certificate evidencing such insurance and Seller as an additional insured shall be delivered to Seller prior to Buyer or Buyer's Consultants entry onto the Real Property.

5.1.4. **Termination**. If the results of the Feasibility Review are unsatisfactory to Buyer for any reason, then Buyer may terminate this Agreement before the Feasibility Period expires by giving Seller written notice of termination ("**Termination Notice**"), whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If Buyer does not timely terminate this Agreement before the Feasibility Period expires, then Buyer: (i) will be deemed to have waived its right to terminate under this **Section 5.1.4** and approved the condition of the Property in all respects (subject to the satisfaction of the terms of this Agreement); (ii) the Earnest Money will be deemed nonrefundable to Buyer, subject to **Section 4.1**; and (iii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to the terms of this Agreement.

5.2. **Inspection Materials**.

5.2.1. **Delivery**. Within a reasonable period after the Opening of Escrow, Seller shall make available the following materials to Buyer to the extent within Seller's possession or control ("**Inspection Materials**"): (i) the most recent survey of the Real Property, if any; and (ii) a title commitment with respect to the Real Property issued by the Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property ("**Title Report**"). In no event shall Seller be required to provide to Buyer any materials or documentation that are attorney-work product, attorney-client privileged, materials relating to other real property, or appraisals of the Property. All Inspection Materials are furnished to Buyer "AS IS" with no warranty or representations of any kind whatsoever from Seller.

5.2.2. **Return**. If this Agreement terminates, then Buyer shall furnish to Seller no later than ten (10) days thereafter: (i) copies of any and all Inspection Materials furnished to Buyer by Seller or written confirmation that Seller has destroyed all hard copies and deleted all electronic copies of all Inspection Materials; and (ii) copies of any third-party reports prepared for Buyer relating to the Property. This **Section 5.2.2** will survive the termination of this Agreement.

6. Survey and Title Review.

6.1. **Survey**. Buyer may, at Buyer's expense, during the Feasibility Period obtain an ALTA survey for the Property by either obtaining a new survey or updating any survey furnished by Seller ("**Survey**"). If Buyer elects to obtain a Survey, then such Survey shall be certified to both Seller and Buyer.

6.2. **Title Review**. Buyer shall have until the Feasibility Period expires to review any matters disclosed in the Title Report or shown on the Survey. If Buyer does not approve the condition of title to the Property, then Buyer may terminate this Agreement pursuant to **Section 5.1.4**. If Buyer does not timely terminate this Agreement before the Feasibility Period pursuant to **Section 5.1.4**, then (i) all items, exceptions, and conditions shown on the then-current Title Report and the Survey will be deemed approved as "**Permitted Exceptions**" to the title of the Property; and (ii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to this Agreement. Notwithstanding anything in this Agreement to the contrary, Seller shall cause the release or removal of any deeds of trust, mortgages or other monetary encumbrances created by, through or under Seller and recorded against the Property ("**Mandatory Cure Items**") and the same will not constitute Permitted Exceptions; provided, however, in no event will any monetary encumbrance created by, through or under Buyer be deemed a Mandatory Cure Item. If, following use of good faith efforts, Seller is unable to remove any Mandatory Cure Items on or before Closing, then Seller may extend the Closing Date for a period not to exceed thirty (30) days to effectuate the removal or release of such Mandatory Cure Items.

6.3. **Title Policy**.

6.3.1. **Form of Policy**. At the Closing, Escrow Agent will issue to Buyer, at Seller's expense, a standard owner's policy of title insurance in the amount of the Purchase Price insuring Buyer as the fee owner of the Property, subject to the Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance ("**Title Policy**"). Buyer may, at its expense, obtain extended coverage or such endorsements to the Title Policy as Buyer may reasonably request. Obtaining extended coverage or any endorsements will not be a condition or contingency of the Closing.

6.3.2. **Primary Recourse**. Notwithstanding anything contained in this Agreement to the contrary, with respect to all matters affecting title to the Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any representation, warranty or covenant made by Seller in this Agreement or the Deed, then Buyer agrees that it will first seek recovery under the Title Policy, and Buyer may only assert any claim against Seller for recovery of such claim after all remedies available to Buyer under the Title Policy have been exhausted and any recovery from Seller will be reduced by any recourse received by Buyer under the Title Policy. This **Section 6.3.2** will survive the Closing and recording of the Deed.

7. Entitlements. Buyer, at its expense, will have until the Feasibility Period expires to design and plan its development of the Property. Buyer, at its sole expense, will have until the Closing Date to obtain necessary governmental approvals to secure the Entitlements ("**Entitlement Approvals**"). In all events, in pursuing such Entitlements, Buyer shall act in strict accordance with the provisions of **Exhibit 7**, which include, without limitation, a prohibition against any land use approval action or rezoning pursued by Buyer becoming final and binding on the Property prior to Closing and Seller having the right to review and approve any land use or rezoning applications prior to their submission to the governmental authority.

8. Closing.

8.1. **Time & Place**. The Closing for the Purchase and Sale Transaction will take place in the

offices of Escrow Agent, or its affiliate if required, on the Closing Date.

8.2. **Seller's Deliverables**. At the Closing, Seller shall deliver, or cause to be delivered to Escrow Agent and Buyer, as applicable:

8.2.1. **Deed**. The Deed, fully executed and properly acknowledged by Seller.

8.2.2. **FIRPTA**. An affidavit on Seller's approved form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2).

8.2.3. **General Assignment**. A general assignment and bill of sale related to the Property in the form of **Exhibit 8.2.3**, fully executed by Seller ("**General Assignment**").

8.2.4. **Settlement Statement**. A settlement statement signed by Seller that accurately reflects the payments, credits and prorations required in this Agreement.

8.2.5. **Amendment to Cooperation Agreement**. An amendment to the Cooperation Agreement (defined below), in a form and substance approved by the parties, signed by Seller.

8.2.6. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement; provided, however, that such funds, instruments and documents will be subject to Seller's prior approval thereof, which approval may not be unreasonably withheld.

8.3. **Buyer's Deliverables**. At the Closing, Buyer shall deliver to Escrow Agent:

8.3.1. **Purchase Price**. The Purchase Price (less the Deposit), and any additional funds required by this Agreement for closing costs, prorations, title policies and other fees and expenses related to the Closing.

8.3.2. **General Assignment**. The General Assignment, fully executed by Buyer.

8.3.3. **Settlement Statement**. A settlement statement signed by Buyer, which is reasonably acceptable to Buyer and accurately reflects the payments, credits and prorations required herein.

8.3.4. **Amendment to Cooperation Agreement**. An amendment to the Cooperation Agreement, in a form and substance approved by the parties, signed by Buyer.

8.3.5. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents will be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

8.4. **Prorations & Closing Costs**.

8.4.1. **Own Costs**. Except as expressly set forth in this Agreement, each party shall bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. The parties shall pay those expenses allocated to such party on the Transaction Expense Chart.

8.4.2. **Taxes**. All real property taxes and assessments accrued for the current year will be prorated between the parties as of Closing. To the extent that a real tax bill is unavailable for the year in which the Closing occurs, then the parties shall estimate the real estate taxes based on the prior year. Not later than December 31 of the calendar year in which the Closing occurs (or such earlier date as possible), Seller and Buyer may re-prorate real property taxes based upon actual real estate tax bills received after Closing. This **Section 8.4.2** will survive the Closing.

8.4.3. **Utilities**. Payments to all utility and other service providers related to the Property will be prorated between the parties as of Closing.

8.4.4. **Sales Tax**. All sales or use taxes, proceeds or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity shall be paid by Buyer.

8.5. **Possession**. Buyer shall be entitled to possession of the Property at Closing.

9. Closing Conditions.

9.1. **Buyer's Conditions**. Buyer's obligations to consummate the Purchase and Sale Transaction is specifically conditioned and contingent on the satisfaction of each of the following at Closing:

9.1.1. **Deliverables**. Seller's delivery of the materials required under **Section 8.2** and Seller's material satisfaction of its obligations in this Agreement.

9.1.2. **Title Policy**. Title Company is irrevocable committed to issue the Title Policy, subject only to the Permitted Exceptions.

9.1.3. **Representations**. Seller's representations made in this Agreement will be true and correct in all material respects.

9.1.4. **Entitlements**. Buyer has obtained the Entitlement Approvals.

9.2. **Seller's Conditions**. Seller's obligations to consummate the Purchase and Sale Transaction is specifically conditioned and contingent on the satisfaction of each of the following at Closing:

9.2.1. **Deliverables**. Buyer's delivery of the materials and funds required under **Section 8.3** and Buyer's material satisfaction of its obligations in this Agreement.

9.2.2. **Representations**. Buyer's representations made in this Agreement will be true and correct in all material respects.

9.3. **Failure of Condition**.

9.3.1. **Failure of Buyer Condition**. If any Buyer Condition is not satisfied at Closing, then Buyer may either: (i) waive such unsatisfied Buyer Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Seller written notice thereof, whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If a Buyer Condition is not satisfied due to a Seller Default, then Buyer will, in addition to the foregoing, have the remedies in **Section 14.2**.

9.3.2. **Failure of Seller Condition**. If any Seller Condition is not satisfied at Closing, then Seller may either: (i) waive such unsatisfied Seller Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Buyer written notice thereof, whereupon the Earnest Money will be returned to Buyer, except if such unsatisfied Seller Condition is a result of a Buyer Default, in which event Seller will have the remedies in **Section 14.1**, including, without limitation, the right to receive the Earnest Money.

10. Representations.

10.1. **Seller Representations**. Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents to Buyer that:

10.1.1. **Organization & Standing**. Seller is duly formed, validly existing and in good standing under the laws of the state of its formation. Seller has full power and authority to enter into and perform this

Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.

10.1.2. **Binding Agreement**. This Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

10.1.3. **No Litigation**. There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

10.1.4. **No Bankruptcy**. Seller has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.1.5. **Non-Foreign Person**. Seller is not a "foreign person" as defined in the Internal Revenue Code Section 1445 and the regulations promulgated thereunder.

The representations by Seller in this **Section 10.1** will terminate at and not survive the Closing.

10.2. **Buyer's Representations**. Buyer, to Buyer's Current Knowledge, as of the date of this Agreement and again at Closing, represents to Seller that:

10.2.1. **Organization & Standing**. Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyer.

10.2.2. **Binding Agreement**. This Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

10.2.3. **No Bankruptcy**. Buyer has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.2.4. **Buyer Relationship Disclosure**. The Buyer Relationship Disclosure set forth on the Term Summary is true and correct in all material respects.

The representations by Buyer set forth in this **Section 10.2** will terminate at and not survive the Closing.

11. As Is Purchase.

11.1. **Disclaimer**. Except as expressly set forth in the Deed delivered at Closing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property or the Inspection Materials. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or

regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose (including without limitation the current or any future use thereof); or (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials.

11.2. **Acceptance**. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED DELIVERED AT CLOSING, THE PROPERTY WILL BE SOLD AND BUYER WILL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY AT CLOSING IN ITS "**AS IS, WHERE IS CONDITION, WITH ALL FAULTS**," WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN THE DEED DELIVERED AT CLOSING, SUCH SALE WILL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

11.3. **General Release**. Buyer, on behalf of itself and its successors, assigns and representatives, does hereby release Seller, except as expressly set forth in the Deed, and Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorneys' fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyer may have at Closing or which may arise in the future on account of or in any way arising out of or connected with this Agreement. Buyer understands the significance of executing this Agreement and the general release of claims set forth above.

11.4. **Material Inducement**. Buyer hereby agrees and acknowledges that this **Section 11** and, if applicable, **Section 15.2**, are each a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyer without Buyer's express agreement to this **Section 11**. This **Section 11** will survive the Closing and the recording of the Deed.

12. Risk of Loss.

12.1. **Risk of Loss**. Except as set forth in this **Section 12**, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

12.2. **Condemnation**. If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyer of such proceedings, and this Agreement will not terminate, but will remain in full force and effect. In such event, at Closing (i) Seller shall pay to Buyer all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing; (ii) Seller shall assign to Buyer all of Seller's rights to defend such proceedings or actions in lieu thereof; and (iii) Buyer shall take the Property subject to any such proceedings. The Purchase Price will not be adjusted or reduced for any such proceedings or for any land taken by condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" means the service upon Seller of a formal notice of condemnation by a governmental authority with the power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

12.3. **Casualty**.

12.3.1. **Minor Casualty**. If the Property is damaged by any casualty before Closing, and the loss in value to the Property because of such casualty ("**Casualty Loss Value**"), as estimated by Seller, in its sole but reasonable discretion, is less than or equal to ten percent (10%) of the Purchase Price, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided herein, without any adjustment to the Purchase Price. Notwithstanding the foregoing, in no event shall Seller commit any waste of the Property.

12.3.2. **Major Casualty**. If the Property is damaged by any casualty before Closing, and the Casualty Loss Value, as estimated by Seller, in its sole but reasonable discretion, is more than ten percent (10%) of the Purchase Price, then either Seller or Buyer may elect to terminate this Agreement, by written notice to the other

party given not more than ten (10) days after receipt of written notice from Seller to Buyer of Seller's estimate of the valuation loss, which notice Seller shall give no later than thirty (30) days after the casualty. If neither party elects to so terminate this Agreement pursuant to this **Section 12.3.2**, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided in this Agreement, without any adjustment to the Purchase Price.

13. Broker Commission. Except as disclosed in the Term Summary, Buyer and Seller each represents and warrants that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Except as set forth in the Term Summary, Buyer and Seller shall each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit following the Closing. Any brokerage agreement between Buyer and Seller with their respective broker(s) will be memorialized by separate agreement. No brokerage fees or commissions will be based on or governed by this Agreement. This **Section 13** will survive the Closing.

14. Remedies & Termination.

14.1. **Seller's Remedies**. If Buyer defaults in any of its agreements, covenants or other obligations under this Agreement ("**Buyer Default**"), then Seller shall give Buyer written notice of such default and thereafter Buyer shall have five (5) Business Days to cure such default. If such Buyer Default remains uncured after any applicable cure period, then Seller may, as its remedies for such Buyer Default, either: (i) waive the effect of such Buyer Default and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement, whereupon Escrow Agent will disburse the Earnest Money to Seller as liquidated damages. SELLER AND BUYER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER DUE TO A BUYER DEFAULT AND THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS THE AMOUNT OF THE EARNEST MONEY. Notwithstanding anything in this Agreement contrary, this **Section 14.1** will not limit any right to indemnification and restoration in favor of Seller in this Agreement.

14.2. **Buyer's Remedies**. If Seller defaults in any of its agreements, covenants, or other obligations under this Agreement ("**Seller Default**"), then Buyer shall give Seller written notice of such Seller Default and thereafter Seller shall have five (5) Business Days to cure such default. If such Seller Default remains uncured after any applicable cure period, Buyer may, as its sole remedies for such Seller Default, either: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) terminate this Agreement in accordance with **Section 14.3** below; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this **Section 14.2** will be non-cumulative and exclusive. In no event shall Buyer be entitled to any punitive, special, or consequential damages of any kind.

14.3. **Termination**. If Buyer or Seller elects to terminate this Agreement pursuant to its terms, the terminating party shall deliver written notice of such termination to the other party and Escrow Agent (provided, any failure to deliver written notice to Escrow Agent will not invalidate such termination notice). Upon delivery of written notice of termination in the preceding sentence, or upon an automatic termination in accordance with this Agreement, Escrow Agent will disburse the Earnest Money in accordance with **Section 4**, return all documents deposited with Escrow Agent to the party who supplied such documents, and this Agreement will terminate and the parties shall have no further rights or obligations other than those that expressly survive the termination of this Agreement. Seller and Buyer shall each pay half of any escrow termination fees or costs, except for a termination due to Seller Default or Buyer Default, in which instance the defaulting party shall pay such fees and costs.

15. Meetinghouse & Adjacent Property.

15.1. **Decommissioning**.

15.1.1. **Decommissioning by Seller**. Buyer acknowledges that Seller has certain established protocols for decommissioning any Meetinghouse Structure. Within sixty (60) days of the Effective Date, Seller, at Seller's cost and expense shall decommission the Meetinghouse Structure located on the Real Property in accordance with Seller's protocols and standards, which decommissioning may include, without limitation, removing

or modifying religious iconography, signage, steeple improvements and baptismal font. All decommissioning work to be performed by Seller shall be done in a good and workmanlike manner. Buyer acknowledges the requirement for decommissioning the Meetinghouse Structure prior to Closing, and agrees that the changes to the Property that result therefrom is permitted under this Agreement. As set forth in the Lease Agreement, Buyer acknowledges that occupancy of the Property under the Lease Agreement shall not be permitted until said decommissioning work has been completed.

15.1.2. **Reimbursement by Buyer**. In the event that the decommissioning work is completed by Seller but the Purchase and Sale Transaction is not consummated between Buyer and Seller such that Closing does not occur (except in the event of a Seller default), then Seller shall have the option, in Seller's sole and absolute discretion, to reinstall and reconstruct the baptismal font and/or steeple on the Property in the same manner and condition that existed prior to removal, and Buyer shall be required to reimburse the Seller for the costs and expenses associated with said reinstallation and reconstruction. Upon completion of the reinstallation and reconstruction of the baptismal font and/or steeple, Buyer will reimburse Seller within thirty (30) days of (a) completion of the reconstruction activities, and (b) Seller's written request to Buyer for reimbursement. In submitting Seller's request for reimbursement, Seller will provide Buyer reasonable documentation evidencing the costs and expenses set forth in the reimbursement request. Provided Buyer does not object to the amounts for reimbursement or evidence submitted with the reimbursement request, then Buyer will reimburse Seller within said 30-day period. This Section shall survive the early expiration of termination of this Agreement.

15.2. **Reservations & Restrictions**. Buyer's intended use of the Property is for the MyHometown program in accordance with the existing Community Initiative Cooperation Agreement between Seller and Buyer (as shall be amended between the parties at Closing pursuant to **Section 8** above, the "**Cooperation Agreement**") as well as other City programs and events. Seller may, in its sole discretion, include in the Deed, and Buyer acknowledges that such reservations, restrictions, and acknowledgments and covenants will be binding on the Property and Buyer notwithstanding any failure to include the following in the Deed: (i) Intentionally Deleted; (ii) the use restrictions on **Exhibit 15.2(ii)**; and (iii) the asbestos acknowledgments and covenants on **Exhibit 15.2(iii)**. Buyer acknowledges that such reservations, restrictions and covenants will be binding on the Property and Buyer notwithstanding any failure to include the foregoing in the Deed. This **Section 15.2** will survive the Closing and the recording of the Deed.

16. Notices.

16.1. **Means of Delivery**. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement will be in writing and will be given by either: (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) email. In all events, notice will only be deemed given if properly addressed to Seller or Buyer as applicable, at the addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section) set forth in the Term Summary. Copies of all notices given to Seller or Buyer shall be given to Escrow Agent (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent will not affect the effectiveness of the notice if properly provided to the other parties as described above).

16.2. **Timing**. Notice will be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed; provided, however, such notice is given after 5:00 pm Utah time, then such notice will be deemed given on the next Business Day. Notice will be deemed to have been received on the date on which the notice is actually received or delivery is refused; provided, however, if such notice is received after 5:00 pm Utah time, then such notice will be deemed received on the next Business Day.

17. Miscellaneous.

17.1. **Entire Agreement**. This Agreement sets forth the entire understanding of the parties with respect to the matters in this Agreement, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

17.2. **Successors & Assigns**. Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyer. Buyer shall not have the right to assign, transfer or convey any of its rights and obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may withhold in its sole discretion. Notwithstanding the preceding sentence, Buyer may designate a different entity to take title to the Property at Closing (provided Buyer delivers Seller notice thereof no later than five Business Days prior to Closing). This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17.3. **Additional Acts**. The parties will promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

17.4. **Headings**. The headings in this Agreement are for reference only and will not limit or define the meaning of any provision of this Agreement.

17.5. **Business Days**. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

17.6. **Time of the Essence**. With respect to all dates and periods in this Agreement, time is of the essence and such dates and periods will be strictly enforced.

17.7. **Construction**. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms in this Agreement will be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms should be construed against the party who (or whose attorney) prepared this Agreement or any earlier draft of the same.

17.8. **Interpretation**. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms of this Agreement and the terms of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same will be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which will be deemed to prevail and control. Wherever the context requires in construing of this Agreement, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular.

17.9. **No Third-Party Beneficiary**. No term of this Agreement or the exhibits hereto is intended to be, nor will any such term or provision be construed to be, for the benefit of any person or entity (including any broker) not a party hereunder.

17.10. **Press Release**. The parties do not desire any publicity with respect to this transaction, and therefore each party agrees, for itself and its employees, contractors and agents (including specifically real estate brokers and agents), that no publication of this transaction will be made and no information with respect to this transaction will be given to any media. Each party shall instruct any broker working with that party of this requirement and obtain the signed agreement of that broker to abide by the terms of this **Section 17.10**. Buyer shall keep in strict confidences the Inspection Materials, the results of any Feasibility Review and the existence of this Agreement and any negotiations between the parties, and Buyer shall not disclose the same to any other party, other than disclosures to Buyer's Consultants to the extent necessary to allow Buyer to conduct its Feasibility Review and consummate the Purchase and Sale Transaction. This **Section 17.10** will survive any termination of this Agreement. This restriction does not apply to any legal procedures (such as notice or public meetings) that may be required for Buyer to complete the purchase or to the Buyer's obligation to comply with the Government Records Access and Management Act.

17.11. **Survival**. Only as specifically provided in this Agreement will any terms of this Agreement survive Closing or termination. Any such matters that expressly survive Closing or the termination of this Agreement will be subject to any time limitations set forth herein, and, with respect to terms that survive Closing, will

not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of such surviving terms or for material misrepresentation and indemnity made in writing during the applicable period limitation will survive such period.

17.12. **Governing Law; Jurisdiction**. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Utah, except with respect to real property related issues which is governed by the laws of the state where the Real Property is located.

17.13. **Attorneys' Fees**. If there is any dispute between the parties to enforce or interpret this Agreement, the unsuccessful party in such dispute shall pay to the successful party all costs and expenses, including, without limitation, to reasonable attorneys' fees, incurred by the successful party.

17.14. **Severability**. If any term or condition of this Agreement (or portion thereof) is deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not alter the remaining portion of such term or condition, or any other term or condition hereof, as each term or condition of this Agreement will be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

17.15. **No Waiver**. The waiver by any party hereto of any right granted to it hereunder will not be deemed to be a waiver of any other right granted hereunder, nor will the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

17.16. **Counterparts**. The parties may sign this Agreement in multiple identical counterparts, all of which taken together will constitute one and the same agreement. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement will have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[*signature to follow*]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

By: _____
Name: _____
Its: Authorized Agent
Date: November 1, 2025

BUYER:

WEST VALLEY CITY CORPORATION,
a Utah municipality

By: _____
Name: Karen Lang
Its: Mayor
Date: November 1, 2025

ATTEST:

_____
City Recorder

Approved as to form 10/1/2025
Brandon Hill

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreement dated _____ __, 2025, and the Earnest Money, are accepted and the Escrow is opened this ____ day of _____, 2025. Escrow Agent hereby agrees to act as the Escrow Agent, as defined in this Agreement, and to perform its duties in accordance with this Agreement and to comply with state and local laws relating to acting as an escrow or closing agent for real property transactions. Further, Escrow Agent hereby agrees to act as "the person responsible for closing" the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: Fidelity National Title NCS Utah

By: _____
Name: _____
Its: _____

LIST OF EXHIBITS

Schedule 1	-	Definitions
Exhibit A	-	Real Property Description and Depiction
Exhibit 1.32	-	Personal Property
Exhibit 7	-	Entitlements
Exhibit 8.2.1	-	Deed
Exhibit 8.2.3	-	General Assignment
Exhibit 15.2(ii)	-	Use Restrictions
Exhibit 15.2(iii)	-	Asbestos Acknowledgement and Covenants

SCHEDULE 1

DEFINITIONS

1.1. **Agreement** – Defined in the opening paragraph and including the Term Summary and all exhibits and schedules attached hereto.

1.2. **Business Day** – A day other than a Saturday, Sunday or day on which banking institutions in the state where the Real Property is located are authorized or required by law or executive order to be closed.

1.3. **Buyer** – Defined in the Term Summary.

1.4. **Buyer Condition** and **Buyer Conditions** – The conditions to Buyer's closing obligations set forth in **Section 9.1**, individually and collectively, as the context may require.

1.5. **Buyer's Consultants** – The attorneys, lenders, and consultants of Buyer that are specifically working with Buyer on the Purchase and Sale Transaction.

1.6. **Buyer Default** – Defined in **Section 14.1**.

1.7. **Cash** – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

1.8. **Casualty Loss Value** – Defined in **Section 12.3.1**.

1.9. **Church** – Defined in the Term Summary.

1.10. **Closing** or **Close of Escrow** – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed.

1.11. **Closing Date** – Defined in the Term Summary.

1.12. **Current Knowledge** – With respect to Seller, the current, actual knowledge, without a duty to investigate, of the Seller Representative, and with respect to Buyer, the current, actual knowledge of Buyer; provided, however, such Seller Representative and Buyer Representative will not have any personal liability with respect to any representations and warranties in this Agreement.

1.13. **Deed** – A special or limited warranty deed, or its equivalent in the state where the Real Property is located, in the substance of **Exhibit 8.2.1**.

1.14. **Earnest Money** – The earnest money in Cash to be deposited by Buyer with Escrow Agent in the amount set forth in the Term Summary, together with any interest earned thereon.

1.15. **Effective Date** – The later of the dates that Buyer or Seller acknowledges receipt of a fully executed Agreement, as evidenced by Buyer's or Seller's signatures and the date inserted following their signatures on the signature page herein.

1.16. **Entitlements** – Defined in the Term Summary.

1.17. **Entitlement Approvals** – Defined in **Section 7**.

1.18. **Entitlement Documents** – Defined in **Exhibit 7**.

1.19. **Escrow** – The escrow created with the Escrow Agent pursuant to this Agreement.

1.20. **Escrow Agent** – Defined in the Term Summary.

1.21. **Feasibility Period** – Defined in the Term Summary.

1.22. **Feasibility Review** – Defined in **Section 5**.

1.23. **General Assignment** – Defined in **Section 8.2.3**.

1.24. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, all asbestos or petroleum based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.25. **Inspection Materials** – Defined in **Section 5.2.1**.

1.26. **Losses** – Defined in **Section 5.1.2**.

1.27. **Mandatory Cure Items** – Defined in **Section 6.2**.

1.28. **Meetings** – Defined in **Exhibit 7**.

1.29. **Meetinghouse Structure** – Any religious meetinghouse or other structure located on the Real Property for religious purposes.

1.30. **Opening of Escrow** – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.

1.31. **Permitted Exceptions** – All (i) taxes and assessments against the Property which are not yet due and payable as of the Closing Date, (ii) then-current laws and regulations applicable to the Property, (iii) any patent claims and reservations, (iv) and other matters of record or discoverable by an inspection or survey affecting title to the Property including, without limitations, those matters contained in the Title Report or shown on the Survey.

1.32. **Personal Property** – All personal property, furniture, equipment, facilities, and items listed on **Exhibit 1.32** attached hereto, if any.

1.33. **Property** – The Real Property, together with: (i) all buildings, structures and improvements currently included thereon; (ii) any and all easements, rights of way, and appurtenances running with or pertaining thereto, including without limitation any rights to use adjacent streets or alleyways; and (iii) the Personal Property, all subject to the reservations set forth in the Deed; but excluding all Water Rights and the applicable reservations set forth in **Section 15.2**.

1.34. **Purchase Price** – The purchase price for the Property to be paid in Cash by Buyer to Seller in the amount set forth in the Term Summary.

1.35. **Purchase and Sale Transaction** – The purchase of the Property by Buyer, and the sale of the Property by Seller, all as contemplated by this Agreement.

1.36. **Real Property** – Defined in Recital A.

1.37. **Relationship Disclosure** – Buyer's relationship disclosure set forth in the Term Summary.

1.38. **Seller** – Defined in the Term Summary.

1.39. **Seller Condition** and **Seller Conditions** – The conditions to Seller's closing obligations set forth in **Section 9.2**, individually and collectively, as the context may require.

1.40. **Seller Default** – Defined in **Section 14.2**.

1.41. **Seller Representative** – Defined in the Term Summary.

1.42. **Survey** – Defined in **Section 6.1**.

1.43. **Termination Notice** – Defined in **Section 5.1.4**.

1.44. **Term Summary** –The Summary of Purchase and Sale Agreement.

1.45. **Title Company** – The party listed in **Section 1.20** of **Schedule 1**.

1.46. **Title Policy** – Defined in **Section 6.3.1**.

1.47. **Title Report** – Defined in **Section 5.2.1**.

1.48. **Transaction Expense Chart** – The allocation of transaction costs and expenses set forth in the Term Summary.

1.49. **Water Rights** – Any water rights that are appurtenant to the Real Property and any water shares or stock certificates in any water, canal or irrigation company.

EXHIBIT A

REAL PROPERTY DESCRIPTION AND DEPICTION

[*The legal description below is subject to confirmation in the Title Report*]

Commencing at a point which is 80 rods North from the Southwest corner of Section 33 Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 37 rods, thence South 20 rods, thence West 37 rods, thence North 20 rods, to the place of beginning.

LESS AND EXCLUDING therefrom, that portion dedicated within the Rolling Meadows No. 6 Subdivision, being recorded March 6, 1962 as Entry No. 1831655 in Book Y of Plats at Page 11 of Official Records.

Tax Parcel No. 15-33-304-014-0000

EXHIBIT 1.32

PERSONAL PROPERTY LIST

To be agreed upon between the Parties in good faith prior to the Closing.

EXHIBIT 7

ENTITLEMENTS

A. Buyer may, as part of planning its proposed development of the Property, but subject to the remaining provisions of this **Exhibit 7**, seek and pursue the Entitlements. In no event will the Entitlements include, and in no event shall Buyer cause to occur, any action or matter not set forth above, including without limitation, rezoning of the property, final plat approval, final subdivision approval, the recording of any subdivision plat, and any similar governmental action, it being understood that such actions and filings may not occur without the prior written consent of Seller, which consent Seller may withhold in its sole and absolute discretion.

B. As to any Entitlement action allowed herein that will have a permanent effect on the Property prior to Closing, such as rezoning, Seller will have the right to reasonably approve such action, after written notice from Buyer which includes the pertinent materials and information. If Seller has not responded within fifteen (15) Business Days after receipt of all necessary information, Seller's approval will be deemed given.

C. Buyer shall keep Seller informed of the status of any Entitlements Buyer is pursuing, and from time to time (but no less frequently than once every month) shall report in writing to Seller the current status of any Entitlements Buyer is pursuing and other pertinent information relating to the Entitlements. At least five (5) Business Days prior to Buyer's delivery to any governmental entity or agency of any applications, subdivisions, studies, plans, site plans, master plans, and other documents and materials related to the Entitlements ("**Entitlement Documents**"), copies thereof shall be delivered to Seller. Buyer shall not submit any Entitlement Documents to any governmental entity or agency until Seller has reviewed and approved the same (which approval may not be unreasonably withheld). Further, Buyer shall notify Seller at least fifteen (15) days in advance of any and all meetings (including city, committee, planning staff and neighborhood meetings), hearings, conferences and study sessions related to the Entitlements (collectively "**Meetings**"), and Seller may attend and to participate in such Meetings.

D. Buyer and Seller shall cooperate with each other in good faith in connection with the Entitlements, and Buyer shall freely provide Seller with the Entitlement Documents and all other pertinent information related to the Entitlements in an expeditious manner. In no event shall Buyer amend or otherwise modify the Entitlements applications or any of the Entitlement Documents in any material way without obtaining the prior written consent of Seller.

E. Buyer shall not file or record any Plats before Closing.

F. If the Purchase and Sale Transaction is not consummated at Closing, then Buyer shall assign to Seller, upon the request of and at no cost to Seller, all Entitlement Document (and applications, materials and approvals relating thereto), and Seller may assign such Entitlement Documents (and applications, materials and approvals relating thereto) to another buyer or proceed with such approvals on its own behalf or abandon any such applications.

G. In addition to Seller's right to review and approve all Entitlement Documents, Buyer shall deliver to Seller, for Seller's review and approval (which approval may not be unreasonably withheld), all site plans, architectural plans and development plans (but in no event shall Buyer be obligated to provide Seller with any financial information). If Seller has not responded ten (10) Business Days after receipt of the applicable site plans, architectural plans and development plans, then Seller's approval will be deemed given.

H. If (i) Seller has approved Buyer's Entitlement Documents, and (ii) all other terms and provisions of this **Exhibit 7** are satisfied, then Seller shall (x) work together in good faith with Buyer and (y) use commercially reasonable efforts (at no out-of-pocket cost to itself) to cooperate with Buyer in obtaining the Entitlements as more fully set forth above, including without limitation, executing any applicable documentation requested by Buyer.

I. All capitalized terms referred to in this Agreement will have the same meaning provided in the Agreement, except where expressly defined otherwise herein.

EXHIBIT 8.2.1

DEED

[*Subject to conformance to state and local recording and form requirements*]

Recording requested by
and when recorded mail to:

_____
_____
_____
_____

_____
(space above for recorder's use only)

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Grantor**"), hereby conveys and warrants against all who claim by, through or under Grantor, but only against Grantor's own actions (and no other), to _____, a _____ ("**Grantee**"), whose address is _____, all that certain real property located in _____ County, _____, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements located on such land ("**Property**").

SUBJECT TO (i) current and future taxes and assessments and (ii) all reservations, easements, covenants, conditions, restrictions, encumbrances, and other matters, rights or interests of record or which would be disclosed by an accurate survey or inspection of Property.

RESERVING specifically unto Grantor all water and water rights of any and all kinds appurtenant to the Property.

[*applicable restrictions referenced in **Section 15.2** to be inserted*]

[*signature to follow*]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____ 20__.

GRANTOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name: _____
Its: Authorized Agent

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this ____ day of _____ 20__, personally appeared before me _____, personally known to me to be an Authorized Agent of **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said Corporation, and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.

_____
Notary Public for the State of Utah

Exhibit A
to
Deed

Legal Description of Property

EXHIBIT 8.2.3

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "**Assignment**") is entered into as of this ___ day of _____, 20__ ("**Effective Date**"), by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("**Assignor**") and _____, a _____("**Assignee**").

RECITALS

A. Assignor presently owns the real property described in **Exhibit A** to this Assignment and any and all improvements and personal property located thereon ("**Property**").

B. Pursuant to that certain Purchase and Sale Agreement, dated as of _____, 20___, between Assignor and Assignee (as amended, the "**Agreement**"), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title and interest in the Property ("**Property Transfer**") under the terms and conditions more fully set forth in the Agreement.

C. In connection with the Property Transfer, Assignor desires to assign, transfer, give and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's interest, in and to the following described rights, interests and property relating to the Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **Bill of Sale**. Assignor hereby transfers, grants, assigns, and conveys to Assignee all of Assignor's right, title and interest in and to the personal property set forth on **Exhibit B** to this Assignment (collectively, the "**Personal Property**"). The transfer, grant, assignment and conveyance set forth herein is done without warranty or representation by Assignor of any kind whatsoever, whether express or implied, written or oral, or statutory or otherwise. Without limiting the generality of the foregoing, Assignor has not made, and Assignee acknowledges that Assignor has not made, any warranty, certification, or representation related to: (i) the condition of title to the Personal Property; (ii) the nature, physical condition or any other aspect of the Personal Property; or (iii) the fitness of the Personal Property for any particular purpose (including without limitation the current use thereof).

2. **Assignment**. Assignor assigns, transfers, sets over, and conveys to Assignee, to the extent assignable, all of Assignor's right, title, and interest, in and to (i) all warranties and guaranties of any kind from third parties (but not from Assignor), express or implied, written or oral, relating to the Property and the Personal Property, including without limitation, any and all warranties and guaranties from contractors, subcontractors, builders, manufacturers, vendors and suppliers; and (ii) all licenses or permits relating to the Property, the Personal Property, and the use thereof.

3. **Binding Effect**. This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. **Construction; Definitions**. This Assignment will be construed according to the laws of State of Utah, except with respect to real property related issues which is governed by the state where the Real Property is located. Capitalized terms used and not otherwise defined herein will have the meanings given to such terms in the Agreement.

5. **Counterparts**. This Assignment may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and all of which will together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole
f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name (Print): _____
Its: Authorized Agent

ASSIGNEE:

_____,
a _____

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name (Print): _____
Its: _____

Exhibit A
to
General Assignment

Legal Description of Property

Exhibit B
to
General Assignment

List of Personal Property

EXHIBIT 15.2(ii)

USE RESTRICTIONS

This conveyance of the Property is made and is subject to the following restrictive covenants, each created by Grantor to protect the image and integrity of the Property and the improvements placed thereon as former places of worship, that Grantee or any of Grantee's heirs, successors or assigns shall not use the Property for the following: (i) any public or private nuisance; (ii) any business, trade or activity which, based on applicable legal standards and local ordinances, is deemed noxious, unreasonably noisy, or offensive; (iii) the making, storing, reading, showing, viewing, playing, listening, renting, selling, transmitting, receiving or distributing of any material, regardless of form or medium, having, in Seller's sole opinion, morally offensive content appealing to prurient interest in sex; (iv) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products; (v) any form of gambling or betting;; or (vi) any other conduct or condition which is illegal and is not otherwise expressly mentioned above (collectively, the "**Use Restrictions**"). The foregoing Use Restrictions shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the Property. If Grantee or any of its heirs, successors or assigns transfers the Property, Grantee and its heirs, successors or assigns shall include the Use Restrictions in the deed of such conveyance. If a violation of the Use Restrictions occurs, then Grantor may obtain an injunction enforcing the Use Restrictions and Grantor will be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement thereof. A violation of any of the Use Restrictions, or injunctive relief obtained by Grantor by reason of such breach, will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but the Use Restrictions will remain binding upon, and effective against, any owner whose title to the Property or any part thereof, is acquired by foreclosure, trustee's sale or otherwise. The Use Restrictions will terminate and be of no further force or effect upon the earlier to occur of: (a) (i) the demolition of Grantor's buildings on the Property and (ii) the transfer of any real property owned by Grantor or its affiliates that abuts the Property; and (b) the 50-year anniversary of the date of the recording of this conveyance.

EXHIBIT 15.2(iii)

ASBESTOS ACKNOWLEDGMENT & COVENANTS

GRANTEE ACKNOWLEDGES that Grantor has informed Grantee that the Property has not been tested for and cannot be confirmed to be free from asbestos. Grantee hereby releases Grantor from any liability to Grantee with regard to asbestos existing or found on the Property and Grantee hereby indemnifies, defends and holds Grantor harmless from any injury or damage to persons or property caused by or resulting from contact, directly or indirectly, with asbestos on the Property following the date of this conveyance. Upon any renovation, demolition or other occurrence requiring handling, repair or removal of asbestos or materials containing asbestos by Grantee, Grantee shall remove, cover or repair said asbestos or asbestos containing materials, at Grantee's own expense, and comply with all laws applicable to asbestos.

West Valley City Issue Paper

City Council Review

Description: Application SA-4-2025

Fiscal Impact: 15000

Funding Source: Utah Commission on Criminal and Juvenile Justice- JAG 2023

Account #:

Budget Opening Required: ☐

Issue:

West Valley Promenade Subdivision ..Amending lots 34-44 and a portion of lot 45 of the Lehman Subdivision

Summary:

Applicant: West Valley City Redevelopment Agency
Proposal: Final Plat Approval
Location: 2875 West Lehman Ave.
Zoning: CC and R-2-8 Zones
Acres: 2.5
Lots: 1

Background:

The West Valley City Redevelopment Agency is requesting subdivision approval for the West Valley Promenade Subdivision. The subdivision plat will also amend lots 34-44 and a portion of lot 45 of the Lehman Subdivision and will also vacate an existing 5-foot public utility easement along the south property line of said lots within the Lehman Subdivision.
Property generally held by the Redevelopment Agency is for redevelopment of existing properties or development of vacant land. In this case, the property was developed as part of the City•s promenade located south of Lehman Avenue and west of the UTA bus hub. The developed portion of the promenade was not transferred into City ownership.
The proposed subdivision will consolidate old lot lines, and vacate the existing public utility easement along the south property line of said lots. The subdivision also includes various parcels that were existing remnants from previous divisions of land, some of which were added to the back of certain lots in the Lehman Subdivision. This plat will clean that up to create one lot that can then be transferred into West Valley City ownership.

All improvements are existing and development of this portion of the promenade is complete.

Recommendation:

The Planning Commission approved this application.

Department: Community Development
Submitted By: Steve Lehman- Current Planning Manager
Date Submitted: 10/01/2025

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A WARRANTY DEED FROM THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY.

WHEREAS, The Redevelopment Agency of West Valley City owns a number of lots recorded as part of the Lehman Subdivision; and

WHEREAS, these lots were developed as part of the City's promenade and should no longer be in the Redevelopment Agency's name; and

WHEREAS, the Redevelopment Agency of West Valley City has authorized the conveyance of said property to West Valley City; and

WHEREAS, the City Council of West Valley City, does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Warranty Deed;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City that the Warranty Deed is hereby approved, and that the Mayor is authorized to accept and the City Recorder is authorized to record said Warranty 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

Application #: SA-4-2025
Applicant: West Valley City Redevelopment Agency
Request: West Valley Promenade Subdivision-Amending lots 34-44 and a portion of lot 45 of the Lehman Subdivision.
Address: 2875 West Lehman Ave./ 1 Lot/2.5 Acres / CC and R-2-8 Zones

BACKGROUND:

The West Valley City Redevelopment Agency is requesting subdivision approval for the West Valley Promenade Subdivision. The subdivision plat will also amend lots 34-44 and a portion of lot 45 of the Lehman Subdivision and will also vacate an existing 5-foot public utility easement along the south property line of said lots within the Lehman Subdivision.

ISSUES:

Property generally held by the Redevelopment Agency is for redevelopment of existing properties or development of vacant land. In this case, the property was developed as part of the City's promenade located south of Lehman Avenue and west of the UTA bus hub. But the developed portion of the promenade was not transferred into City ownership.

The proposed subdivision will consolidate old lot lines and vacate the existing public utility easement along the south property line of said lots. The subdivision also includes various parcels that were existing remnants from previous divisions of land, some of which were added to the back of certain lots in the Lehman Subdivision. This plat will clear all of that up to create one lot that can then be transferred into West Valley City ownership.

All improvements are existing and development of this portion of the promenade is complete.

STAFF ALTERNATIVES:

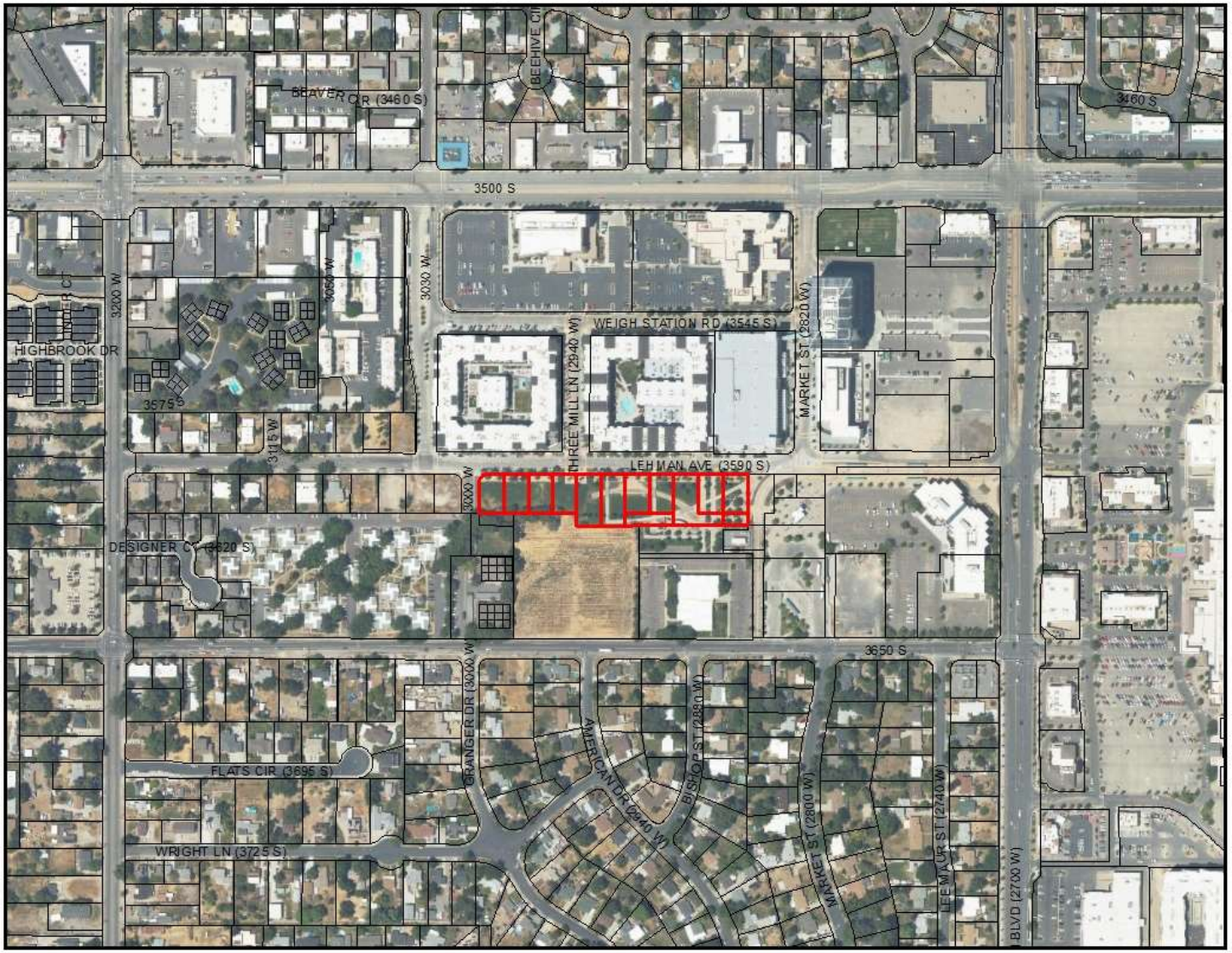
1. Approve the West Valley Promenade Subdivision subject to a resolution of staff and agency comments.
2. Continue the application for reasons determined during the Planning Commission meeting.

Discussion: Steve Lehman presented. Commissioner Woodruff inquired if all the vacant lots going west on Lehman Avenue are owned by the Redevelopment Agency (RDA). Steve Pastorik responded that some of the lots are owned by RDA and some by West Valley City. Commissioner Porter asked if the RDA is part of the City. Steve Lehman replied that their role as a separate entity is to bring in new developments and companies to West Valley City. RDA uses their own funds.

Motion: Commissioner Porter motioned to approve SA-4-2025. Commissioner Durfee seconded. A voice vote was taken, and all four Commissioners were in favor of the motion.

UNANIMOUS SA-4-2025 APPROVED

SA-4-2025
2875 W. Lehman Ave.



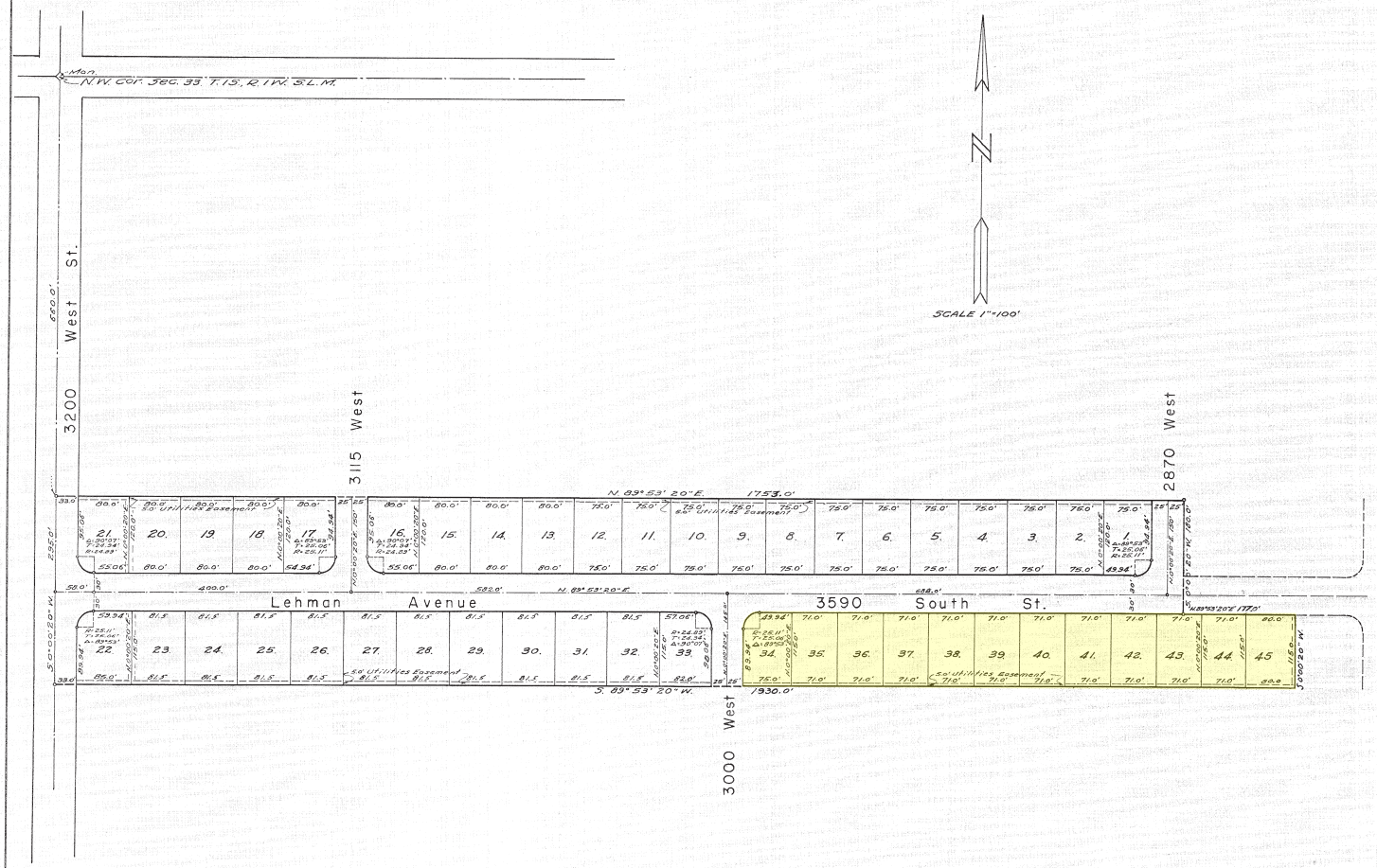
WEST VALLEY CITY

SA-4-2025
2875 W. Lehman Ave.

WEST VALLEY CITY

SALT LAKE COUNTY SURVEYOR STANDARD SUBDIVISION FORM

#2715



SURVEYOR'S CERTIFICATE

I, REED R HOOVER, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 304, 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 LEHMAN SUBDIVISION 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 in the center of
		3200 WEST STREET which point is S.0°00'20"W.
		660.0 feet from the Northwest corner of
		Section 33, T.1S.R.1W. Salt Lake Meridian
		and running thence,
N.89°53'20"E.	1753.0	feet, thence
S.0°00'20"W.	180.0	feet, thence
N.89°53'20"E.	177.0	feet, thence
S.0°00'20"W.	115.0	feet, thence
S.89°53'20"W.	1930.0	feet, thence
N.0°00'20"E.	295.0	feet to the point of beginning.

June 1, 1955
DATE

Reed R Hoover

OWNER'S DEDICATION

Know all men by these presents that WE, the 2 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

LEHMAN SUBDIVISION

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

In witness whereof they have hereunto set Our hand this 7 day of May A.D., 1955

Daniel David Lehman
Grace D. Lehman
Howard A. Thurman
Wella Thurman
Boyd Tripp
Beulah Tripp

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Salt Lake }

On the 7 day of May, 19A.D.55, 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: April 24 1959

R D Eaton
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

LEHMAN SUBDIVISION

BEING PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST

SALT LAKE BASE & MERIDIAN

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 14th DAY OF June A.D., 1955 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

A.R. Mickelsen
CHAIRMAN, SALT LAKE COUNTY PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE; AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

June 16-1955
DATE

John L. Mackay
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 16 DAY OF June A.D., 1955

Brennan G. Thurman
Chief Dep. SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 7th DAY OF June A.D., 1955 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: H. Dale Dillingham
SALT LAKE COUNTY CLERK

Fabian Palomino
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1590842

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF

WILLARD MOURITSEN

DATE MAY 12-58 TIME 10:42 BOOK S PAGE 59

FEE $ 27.75

Hazel Taggart Chase
SALT LAKE COUNTY RECORDER

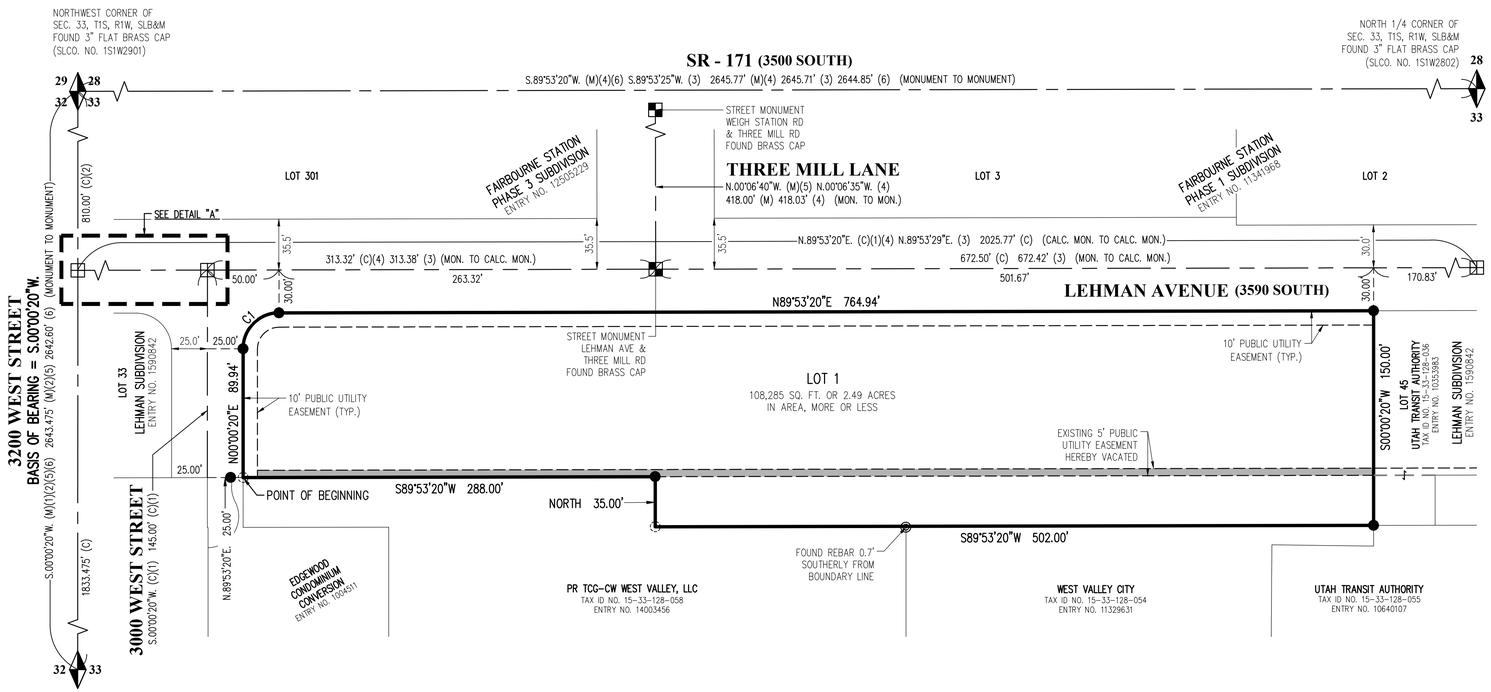
FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS, MARCH 25, 1953

"SALT LAKE BASE" IMPERIAL

3000 W
Lehman Ave
WEST VALLEY CITY
Park Regulations

WEST VALLEY PROMENADE SUBDIVISION

(AMENDING & EXTENDING LOTS 34 THRU 44 AND A PORTION OF LOT45 OF LEHMAN SUBDIVISION)
SITUATE IN THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH



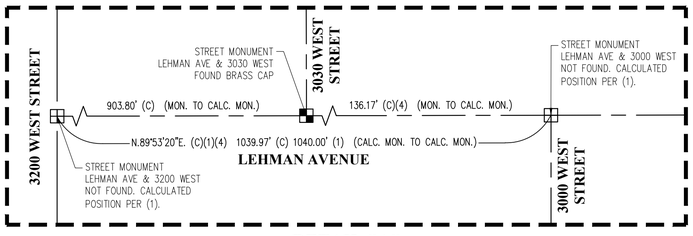
NOTE:
1. UNLESS OTHERWISE NOTED OFF-SET PINS TO BE PLACED IN TOP BACK OF CURB AND PLUG AND WASHER STAMPED "MERIDIAN 801-569-1315" TO BE PLACED AT ALL OTHER LOT CORNERS.

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.11'	89°53'00"	39.39'	N44°56'50"E	35.47'

VICINITY MAP (NTS)

LEGEND

- SUBDIVISION BOUNDARY
- ADJOINER BOUNDARY
- ORIGINAL LOT LINE
- SECTION LINE
- MONUMENT LINE
- EASEMENT LINE
- PUBLIC UTILITY EASEMENT HEREBY VACATED
- EXISTING PROPERTY CORNER AS NOTED
- PROPERTY CORNER NOT SET
- UNLESS OTHERWISE NOTED, SET 5/8" BY 24" REBAR WITH ORANGE PLASTIC CAP. CAP IS STAMPED "MERIDIAN 801-569-1315"
- FOUND STREET MONUMENT
- NOT FOUND STREET MONUMENT
- FOUND SECTION CORNER



DETAIL "A"

SURVEYOR'S NARRATIVE

IT IS THE INTENT OF THIS PLAT AND THE SURVEY ON WHICH IT IS BASED TO CORRECTLY REPRESENT THE BOUNDARY LINES AND PROPERTY CORNERS OF THE SUBJECT PARCEL. IT IS ALSO THE INTENT OF THIS PLAT TO SUBDIVIDE THE SUBJECT PROPERTY INTO A 1 LOTS. THE BASIS OF BEARING IS S.00°00'20"W. ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN. THE FIELD DATA FOR THIS SURVEY WAS COLLECTED IN JULY, 2025.

AS PART OF THIS SURVEY, MERIDIAN HAS CONDUCTED FIELD SEARCHES FOR EVIDENCE AND MONUMENTATION. FOUND EVIDENCE AND MONUMENTATION IS REPRESENTED HEREON. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY IS NOTED BELOW. THERE MAY EXIST OTHER EVIDENCE, MONUMENTATION AND DOCUMENTS THAT COULD AFFECT THIS SURVEY. ANY NEW EVIDENCE, MONUMENTATION OR DOCUMENTS CONTRADICTORY TO THIS SURVEY SHOULD BE PRESENTED TO THE SURVEYOR FOR HIS REVIEW AND CONSIDERATION.

(1) LEHMAN SUBDIVISION: ENTRY NO. 1590842 IN BOOK S AT PAGE 59.
(2) EDGEWOOD CONDOMINIUMS CONVERSION: ENTRY NO. 10045011 IN BOOK 2007P AT PAGE 131.
(3) FAIRBOURNE STATION PHASE 1 SUBDIVISION: ENTRY NO. 11341968 IN BOOK 2012P AT PAGE 22.
(4) FAIRBOURNE STATION PHASE 3 SUBDIVISION: ENTRY NO. 12505229 IN BOOK 2017P AT PAGE 64.
(5) RECORD OF SURVEY PREPARED BY MERIDIAN ENGINEERING, INC.: SURVEY NO. S2021-02-0088.
(6) SALT LAKE COUNTY SURVEYOR'S AREA REFERENCE PLAT FOR SECTION 33, T.1S., R.1W., S.L.B.&M.
NOTE: ABOVE REFERENCED DOCUMENTS ARE SHOWN HEREON AS (#).

(M) BEARING AND/OR DISTANCE DATA TAKEN FROM FIELD MEASUREMENTS.
(C) BEARING AND/OR DISTANCE DATA TAKEN FROM FIELD MEASUREMENTS COUPLED WITH RECORD DATA.

SURVEYOR'S CERTIFICATE

I, TRAVIS R. WILLIAMS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING LICENSE NUMBER 13941945, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID LOTS AND PARCELS OF LAND INTO AN AMENDED LOT TOGETHER WITH EASEMENTS HEREAFTER TO BE KNOWN AS: "WEST VALLEY PROMENADE SUBDIVISION" AND THAT THE SAME HAS BEEN CORRECTLY MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT. RECORD OF SURVEY FILE NO. S2025-__-____.

PROFESSIONAL LAND SURVEYOR PLS NO. 13941945 08/12/2025 TRAVIS R. WILLIAMS STATE OF UTAH

TRAVIS R. WILLIAMS
PLS NO. 13941945
DATE OF PLAT: AUGUST 12, 2025

LEGAL DESCRIPTION

AN ENTIRE TRACT OF PROPERTY, WHICH INCLUDES ALL OF LOTS 34 THRU 44 AND A PORTION OF LOT 45 OF LEHMAN SUBDIVISION RECORDED AS ENTRY NO. 1590842 IN BOOK S AT PAGE 59 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SITUATE IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF SAID TRACT OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 34, SAID POINT IS ALSO IN THE EASTERLY RIGHT OF WAY LINE OF 3000 WEST STREET, SAID POINT IS 810.00 FEET S.00°00'20"W. ALONG THE SECTION LINE TO THE INTERSECTION OF SAID SECTION LINE AND THE MONUMENT LINE OF LEHMAN AVENUE AND 1039.97 FEET (1040.00 FEET BY RECORD) N.89°53'20"E. ALONG SAID MONUMENT LINE TO THE INTERSECTION OF SAID MONUMENT LINE OF LEHMAN AVENUE AND THE MONUMENT LINE OF 3000 WEST STREET AND 145.00 FEET S.00°00'20"W. ALONG SAID MONUMENT LINE OF 3000 WEST STREET TO THE INTERSECTION OF SAID MONUMENT LINE AND THE SOUTHERLY BOUNDARY LINE OF SAID LEHMAN SUBDIVISION AND 25.00 FEET N.89°53'20"E. ALONG SAID SOUTHERLY BOUNDARY LINE FROM THE NORTHWEST CORNER OF SAID SECTION 33 (NOTE: BASIS OF BEARING IS S.00°00'20"W. ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 33); AND RUNNING THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) N.00°00'20"E. 89.94 FEET TO THE BEGINNING OF A 25.11 FOOT RADIUS CURVE TO THE RIGHT AND 2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.39 FEET THROUGH A CENTRAL ANGLE OF 89°53'00"(NOTE: CHORD FOR SAID CURVE BEARS N.44°56'50"E. FOR A DISTANCE OF 35.47 FEET) TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE AND THE SOUTHERLY RIGHT OF WAY LINE OF LEHMAN AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N.89°53'20"E. 764.94 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN PERSONAL REPRESENTATIVE'S DEED IN FAVOR OF REDEVELOPMENT AGENCY OF WEST VALLEY CITY RECORDED AS ENTRY NO. 11050271 IN BOOK 9867 AT PAGE 4867 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT IS N.89°53'20"E. 5.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT 45; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID DESCRIBED PROPERTY AND ITS EXTENSION S.00°00'20"W. 150.00 FEET TO THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN WARRANTY DEED IN FAVOR OF REDEVELOPMENT AGENCY OF WEST VALLEY CITY RECORDED AS ENTRY NO. 11050272 IN BOOK 9867 AT PAGE 4869 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID DESCRIBED PROPERTY AND ITS EXTENSION S.89°53'20"W. 502.00 FEET TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN AFFIDAVIT RECORDED AS ENTRY NO. 11164942 IN BOOK 9917 AT PAGE 5027 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID DESCRIBED PROPERTY NORTH 35.00 FEET TO THE SOUTHEAST CORNER OF LOT 37 OF SAID LEHMAN SUBDIVISION; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LEHMAN SUBDIVISION S.89°53'20"W. 288.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ENTIRE TRACT OF PROPERTY CONTAINS 108,285 SQUARE FEET OR 2.49 ACRES IN AREA, MORE OR LESS. 1 LOT.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED IS THE OWNER OF THE ABOVE DESCRIBED PARCEL OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO A LOT TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS

WEST VALLEY PROMENADE SUBDIVISION

THE UNDERSIGNED OWNER HEREBY CONVEYS TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. WEST VALLEY CITY ALSO HEREBY VACATES AN EXISTING PUBLIC UTILITY EASEMENT AS SHOWN ON THIS PLAT.

DATED THIS _____ DAY OF _____ A.D. 2025.

IFO PILI, CHIEF EXECUTIVE OFFICER,
REDEVELOPMENT AGENCY OF WEST VALLEY CITY

KAREN LANG, MAYOR, WEST VALLEY CITY

ACKNOWLEDGMENT
(REDEVELOPMENT AGENCY OF WEST VALLEY CITY)

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS _____ DAY OF_____ , 2025, PERSONALLY APPEARED BEFORE ME IFO PILI, SIGNER OF THE HEREON OWNER'S DEDICATION, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE CHIEF EXECUTIVE OFFICER OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY AND THAT HE SIGNED THIS PLAT ENTITLED "WEST VALLEY PROMENADE SUBDIVISION" ON BEHALF OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, BY AUTHORITY OF A RESOLUTION OF THE REDEVELOPMENT AGENCY OF WEST VALLEY, AND SAID IFO PILI ACKNOWLEDGED TO ME THAT SAID REDEVELOPMENT AGENCY OF WEST VALLEY CITY EXECUTED THE SAME.

NOTARY PUBLIC NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY PUBLIC

ACKNOWLEDGMENT
(WEST VALLEY CITY)

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS _____ DAY OF_____ , 2025, PERSONALLY APPEARED BEFORE ME KAREN LANG, SIGNER OF THE HEREON OWNER'S DEDICATION, WHO BEING BY ME DULY SWORN, DID SAY THAT SHE IS THE MAYOR OF WEST VALLEY CITY AND THAT SHE SIGNED THIS PLAT ENTITLED "WEST VALLEY PROMENADE SUBDIVISION" ON BEHALF OF WEST VALLEY CITY, BY AUTHORITY OF THE WEST VALLEY CITY COUNCIL, AND SAID KAREN LANG ACKNOWLEDGED TO ME THAT SAID WEST VALLEY CITY EXECUTED THE SAME.

NOTARY PUBLIC NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY PUBLIC

OWNER:

REDEVELOPMENT AGENCY OF WEST VALLEY CITY
3600 SOUTH CONSTITUTION BLVD
WEST VALLEY CITY, UT 84150

WEST VALLEY PROMENADE SUBDIVISION
(AMENDING LOTS 34 THRU 44 AND A PORTION OF LOT 45 OF LEHMAN SUBDIVISION)
SITUATE IN THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH

COMP. FILE 25215 FINAL PLAT	PREPARED BY: MERIDIAN ENGINEERING, INC. 1628 WEST 11010 SOUTH, SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1315 FAX (801) 569-1319	SALT LAKE COUNTY HEALTH DEPARTMENT	WEST VALLEY CITY PLANNING COMMISSION	GRANGER-HUNTER IMPROVEMENT DISTRICT	WEST VALLEY CITY ENGINEERING DIVISION	CITY ATTORNEY	SALT LAKE COUNTY RECORDER	COMP. FILE 25215 FINAL PLAT
PROJECT NO. 25215		APPROVED THIS _____ DAY OF _____ A.D. 2025 BY THE SALT LAKE COUNTY HEALTH DEPARTMENT.	APPROVED THIS _____ DAY OF _____ A.D. 2025 BY THE WEST VALLEY CITY PLANNING COMMISSION.	APPROVED THIS _____ DAY OF _____ A.D. 2025 BY THE GRANGER-HUNTER IMPROVEMENT DISTRICT.	I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND HAVE FOUND IT TO BE CORRECT IN ACCORDANCE WITH INFORMATION ON FILE AND IS HEREBY APPROVED.	APPROVED THIS _____ DAY OF _____ A.D. 2025 BY THE WEST VALLEY CITY ATTORNEY.	RECORDED AND FILED AT THE REQUEST OF _____ RECORDED AS ENTRY NUMBER _____ DATE: _____ TIME: _____ BOOK: _____ PAGE: _____	PROJECT NO. 25215
SHEET NO. 1 OF 1		SALT LAKE COUNTY HEALTH DEPARTMENT _____ DATE	CHAIRMAN, WEST VALLEY CITY PLANNING COMMISSION _____ DATE	GRANGER-HUNTER IMPROVEMENT DISTRICT _____ PRINT NAME	WEST VALLEY CITY ENGINEER _____ DATE	WEST VALLEY CITY ATTORNEY	FEE $ _____ DEPUTY SALT LAKE COUNTY RECORDER	SHEET NO. 1 OF 1

West Valley City Issue Paper

City Council Review

Description: Clean and Beautiful Reappointments

Fiscal Impact: 15000

Funding Source: Utah Commission on Criminal and Juvenile Justice- JAG 2023

Account #:

Budget Opening Required: ☐

Issue:

A resolution reappointing Brian Blank, Pamela Bryson, Tiffinie Dalton, and Karen Lang as members of the West Valley City Clean and Beautiful Committee for a term commencing October 28, 2025 and ending June 30, 2029.

Summary:

Brian Blank, Pamela Bryson, Tiffinie Dalton, and Karen Lang are willing to serve as members of the West Valley City Clean and Beautiful Committee.

Background:

Members of the West Valley City Clean and Beautiful Committee are appointed for a four-year term by the City Manager with the advice and consent of the City Council.

Recommendation:

Staff recommends approval of the resolution reappointing Brian Blank, Pamela Bryson, Tiffinie Dalton, and Karen Lang as members of the West Valley City Clean and Beautiful Committee.

Department: Community Engagement and Culture
Submitted By: Craig Thomas- Director
Date Submitted: 10/01/2025

WEST VALLEY CITY, UTAH

RESOLUTION NO. 25-XX

A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF BRIAN BLANK, PAMELA BRYSON, TIFFINIE DALTON, AND KAREN LANG AS MEMBERS OF THE WEST VALLEY CITY CLEAN & BEAUTIFUL COMMITTEE FOR A TERM COMMENCING OCTBER 28, 2025 AND ENDING JUNE 30, 2029.

WHEREAS, members of the West Valley City Clean & Beautiful Committee are appointed for a four year term by the City Manager; and

WHEREAS, the City Manager desires to reappoint Brian Blank, Pamela Bryson, Tiffinie Dalton, and Karen Lang as members of the West Valley City Clean & Beautiful Committee, commencing October 28, 2025 and ending June 30, 2029; and

WHEREAS, Brian Blank, Pamela Bryson, Tiffinie Dalton, and Karen Lang are willing to accept said reappointments; and

WHEREAS, said reappointments require the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's reappointment of Brian Blank, Pamela Bryson, Tiffinie Dalton, and Karen Lang as members of the West Valley City Clean & Beautiful Committee for a term commencing October 28, 2025 and ending June 30, 2029.

PASSED, APPROVED and MADE EFFECTIVE this 28th day of October 2025.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

My name is Brian Blank. I am a past committee member and resigned due to life and not being able to commit. I am back to where I can be active and want to rejoin the Clean & Beautiful Committee. I was a past award winner in 2009 and got Involved after the awards ceremony. I am active in the community and am currently a District Manager for ExtraMile By Jackson's and have a store across from Granger High. I graduated from Granger High and have grown up seeing this city evolve into what it is today. The recent Nation Night Out Against Crime I brought 20 volunteers for the community event from my stores to show them how community events bring the community together and fun was had by all.

In my spare time I love to spend time with friends and family and am also a Zumba instructor. My family lives in West Valley and I have lived here most my life, moving away for a short time and moved right back. I love this city and the values it represents and the community effort put on by the committee. None would be possible without the ring leader Craig!

I would like to be on Clean and Beautiful Committee because I believe that people stay in cities where the people take care of the place in which they live. I truly believe that we won't have such a high turn over rate of property if we can encourage the members of our city to take pride in their homes, places of work, and recreational areas. I also believe this helps with crime and other issues. I hope to help city wide but I also hope to affect change in my own neighborhood. I believe that a person who asks things of the city, like myself, should also be willing to give back and participate. I hope to be a part of the Clean and Beautiful Committee. Thank you for your consideration.

My name is Tiffine Dalton,
I love spending my time with family. Life was simple growing up, the world moved a little slower then. As I have grown and see the fast pace of the world I have leaned into volunteering as part of my way of keeping things simple, humble and teaching my children the importance of giving back. I have loved volunteering on efforts such as adopting animals, serving in a capacity of helping serve food to those in need, and helping with the accounting paper work with another charity.

I have knowledge with Microsoft office software, Quickbooks, and accounting software and skills. I have learned through my work and volunteering the importance of checks and balances and integrity and leading by example. From cleaning out kennels, to snuggling animals in need of extra love, to just holding a hand when it was needed. I enjoy baking, and planning parties, luncheons, and get together. I work well with others and can work on my own.

I believe with my skills, my love of others, and learning. My desire to give back to the community I would be an asset to your board.

West Valley City Issue Paper

City Council Review

Description: *Jordan Valley Water Conservancy District Board of Trustee Nominations*

Fiscal Impact:

Funding Source:

Account #:

Budget Opening Required: ☐

Issue:

Nomination of Karen Lang and Cindy Wood to the Jordan Valley Water Conservancy District Board of Trustees.

Summary:

Pursuant to Utah Code Ann**.** §17B-2a-1005, the City Council is required to submit to Governor Spencer J. Cox two nominees for each Trustee position to serve on the Jordan Valley Water Conservancy District. Karen Lang and Cindy Wood are willing to accept the nominations.

Background:

Jordan Valley Water Conservancy District is one of the largest water districts in the state. Its board of nine trustees represent eight geographical divisions—some of the fastest-growing areas in the state.

Recommendation:

Approve the nomination of Karen Lang and Cindy Wood to the Jordan Valley Water Conservancy District Board of Trustees.

Department: Admin
Submitted by: Nichole Camac, City Recorder
Date: 10/21/2025

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION NOMINATING KAREN LANG AND CINDY WOOD FOR APPOINTMENT TO THE JORDAN VALLEY WATER CONSERVANCY DISTRICT BOARD OF TRUSTEEES.

WHEREAS, the City is entitled to nominate two individuals for appointment by Governor Cox to serve on the Jordan Valley Water Conservancy District Board of Trustees; and

WHEREAS, the City desires to nominate Karen Lang and Cindy Wood as members of the Board for four year terms; and

WHEREAS, Karen Lang and Cindy Wood are willing to accept said appointment; and

WHEREAS, said appointment requires nomination by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby nominates Karen Lang and Cindy Wood for appointment by Governor Cox to the Jordan Valley Water Conservancy District Board of Trustees for four year terms.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER