

City Manager  
Matt Andrews

Assistant City Manager  
Brody Flint

City Recorder  
Brittany Fowers



Mayor  
Robert Dandoy

Council Members  
Ann Jackson  
Bryon Saxton  
Diane Wilson  
Randy Scadden  
Sophie Paul

## ROY CITY COUNCIL MEETING AGENDA

DECEMBER 2, 2025 – 5:30 P.M.

ROY CITY COUNCIL CHAMBERS 5051 S 1900 W ROY, UTAH 84067

This meeting will be streamed live on the Roy City YouTube channel.

- A. Welcome & Roll Call
- B. Moment of Silence
- C. Pledge of Allegiance

D. Public Comments – 4 minutes

If you are unable to attend in person and would like to make a comment during this portion of our meeting on ANY topic you will need to email [admin@royutah.org](mailto:admin@royutah.org) ahead of time for your comments to be shared. This is an opportunity to address the Council regarding concerns or ideas on any topic. To help allow everyone attending this meeting to voice their concerns or ideas, please consider limiting the time you take. We welcome all input and recognize some topics take a little more time than others. If you feel your message is complicated and requires more time to explain, then please email [council@royutah.gov](mailto:council@royutah.gov)

E. Presentation Item

- 1. Employee of the Month – Aanika Heslop
- 2. Fiscal Year 2025 Audit Report – Ryan Child with Child Richards CPA'S & Advisors

F. Action Item

- 1. **Consideration of Resolution 25-28;** A Resolution of the Roy City Council Adopting an Interlocal Agreement Between Roy Water Conservancy District and Roy City Relating to the Installation of Certain Equipment.
- 2. **Consideration of Resolution 25-29;** A Resolution of the Roy City Council Adopting an Interlocal Agreement Between Second District Juvenile Court of Utah and Roy City Relating to a Community Service Work Program.
- 3. **Consideration of Resolution 25-30;** A Resolution of the Roy City Council Authorizing Exchange of Certain Real Property as Consistent with State Law and Policy and Authorizing the Execution of a Real Estate Exchange and Purchase Agreement to Exchange Certain Real Property; and Providing an Effective Date.
- 4. **Consideration of Resolution 25-31;** A Resolution of the Roy City Council Authorizing Exchange of Certain Real Property as Consistent with State Law and Policy and Authorizing the Execution of a Real Estate Exchange and Purchase Agreement to Exchange Certain Real Property; and Providing an Effective Date.

G. City Manager & Council Report

H. Adjournment

*In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should contact the Administration Department at (801) 774-1020 or by email: [admin@royutah.gov](mailto:admin@royutah.gov) at least 48 hours in advance of the meeting.*

*Pursuant to Section 52-4-7.8 (1)(e) and (3)(B)(ii) "Electronic Meetings" of the Open and Public Meetings Law, Any Councilmember may participate in the meeting via teleconference, and such electronic means will provide the public body the ability to communicate via the teleconference.*

Certificate of Posting



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Sophie Paul

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The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in a public place within the Roy City limits on this 26<sup>th</sup> day of November 2025. A copy was also posted on the Roy City Website and Utah Public Notice Website on this 26<sup>th</sup> day of November 2025.

Visit the Roy City Web Site @ [www.royutah.gov](http://www.royutah.gov)  
Roy City Council Agenda Information – (801) 774-1020

Brittany Fowers  
City Recorder



## **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date: December 2nd**

**Agenda Item Number: Action Item #1**

**Subject: Interlocal Agreement between Roy City and Roy Water Conservancy District**

**Prepared By: Brandon Edwards**

**Background:**

**This interlocal agreement is to allow Roy Water Conservancy District to place meter reading equipment at the Roy Aquatic Center and at the Roy City water tank on 4000 So.**

**Recommendation (Information Only or Decision): Decision**

**Contact Person / Phone Number: Brandon Edwards**

**RESOLUTION NO. 25-28**

**A RESOLUTION OF THE ROY CITY COUNCIL ADOPTING AN INTERLOCAL AGREEMENT BETWEEN ROY WATER CONSERVANCY DISTRICT AND ROY CITY RELATING TO THE INSTALLATION OF CERTAIN EQUIPMENT**

**WHEREAS**, the City of Roy (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah;

**WHEREAS**, Utah Code Ann. § 11-13-101 et. Seq., permits governmental entities to enter into cooperation agreements with each other;

**WHEREAS**, Roy City recognizes the importance and need for joint cooperation with local entities to provide and receive services from neighboring communities which is a necessary and needed service to the City and surrounding communities;

**WHEREAS**, the proposed interlocal agreement delineating the relevant terms, conditions, and obligations of the parties is attached to this resolution as “Exhibit A”; and

**WHEREAS**, the City Council finds that adopting and supporting the interlocal agreement is in the best interest of the citizens of Roy City;

**NOW THEREFORE**, the Roy City Council hereby resolves to adopt the attached Interlocal Agreement between Roy Water Conservancy District and Roy City approving and authorizing the execution of the Interlocal Agreement relating to the installation of certain equipment. The Mayor of Roy City is authorized and directed to execute the Interlocal Agreement for and on behalf of Roy City.

Passed this 2nd day of December, 2025.

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Robert Dandoy  
Mayor

Attested and Recorded:

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Brittany Fowers  
City Recorder

This Resolution has been approved by the following vote of the Roy City Council:

Councilmember Wilson

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Councilmember Scadden \_\_\_\_\_

Councilmember Saxton \_\_\_\_\_

Councilmember Paul \_\_\_\_\_

Councilmember Jackson \_\_\_\_\_

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN ROY CITY  
AND THE ROY WATER CONSERVANCY DISTRICT**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between Roy City, a municipal corporation and political subdivision of the State of Utah (the "City"), and Roy Water Conservancy District, a water conservation district organized as a political subdivision of the State of Utah, (the "District"). The City and District may be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, City and District are public agencies authorized to enter into interlocal agreements pursuant to Utah State Code; and

**WHEREAS**, the Parties desire to cooperate in providing certain services as described in this Agreement; and

**WHEREAS**, the Parties have determined that it is in their mutual best interests to enter into this Agreement to establish the terms and conditions under which the services will be provided; and

**WHEREAS**, the Parties have the legal authority to perform the services contemplated by this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I  
TERM OF AGREEMENT**

1. **Initial Term.** This Agreement shall become effective on the Effective Date and shall continue in full force and effect for a period of ten (10) years, unless earlier terminated as provided herein.
2. **Renewal.** This Agreement may be renewed for two additional terms of ten (10) years each upon the mutual written agreement of the Parties at least sixty (60) days prior to the expiration of the then-current term.
3. **Termination for Convenience.** Either Party may terminate this Agreement for convenience upon one hundred twenty (120) days' prior written notice to the other Party.

4. **Termination for Cause.** Either Party may terminate this Agreement for cause if the other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching Party.

## **ARTICLE II SCOPE OF SERVICES**

1. **Services to be Performed.** The Parties shall perform the Services as described in Exhibit A (Scope of Work), which is attached hereto and incorporated herein by reference.
2. **Method of Performing Services.** Each Party shall determine the methods, details, and means of performing the Services for which it is responsible under this Agreement.
3. **Changes to Scope of Work.** Any changes to the Scope of Work must be mutually agreed upon by the Parties in writing through a formal amendment to this Agreement.
4. **Compliance with Laws.** Each Party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of the Services.

## **ARTICLE III CONSIDERATION**

1. **Consideration.** District shall be allowed to install equipment on City property, as provided in Exhibit A, and City shall be allowed to use said equipment if such need arises in the future, at no cost to City.

## **ARTICLE IV RESPONSIBILITIES OF THE PARTIES**

1. **City Responsibilities.** City shall:
  - a. Designate a representative to serve as the primary point of contact for District;
  - b. Provide access to facilities, equipment, data, and personnel as necessary for District to perform its obligations under this Agreement;
  - c. Review and provide timely feedback on deliverables submitted by District;
  - d. Provide timely responses to Districts' requests for information or approvals; and
  - e. Perform all other duties and responsibilities as set forth in Exhibit A.
2. **District Responsibilities.** District shall:
  - a. Designate a representative to serve as the primary point of contact for City;

- b. Provide qualified personnel to perform the Services as set forth in Exhibit A;
  - c. Provide timely responses to City's requests for information or approvals; and
  - d. Perform all other duties and responsibilities as set forth in Exhibit A.
3. **Cooperation.** The Parties shall cooperate with each other in good faith to achieve the objectives of this Agreement.

## **ARTICLE V PERSONNEL**

1. **Independent Contractor Relationship.** Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the Parties. Each Party shall be responsible for the supervision, direction, and control of its own employees.
2. **No Authority to Bind.** Neither Party shall have the authority to bind the other Party to any agreement, contract, or other obligation without the express written consent of the other Party.

## **ARTICLE VI INTERLOCAL COOPERATION ACT**

1. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("Interlocal Act"), in connection with this Agreement, the Parties agree as follows:
- a. This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;
  - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to § 11-13-202.5 of the Interlocal Act;
  - c. A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;
  - d. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and Records Clerk of the District, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of real or personal property for use in the joint or cooperative



undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

## **ARTICLE VII OWNERSHIP OF WORK PRODUCT**

1. **Work Product.** All reports, data, studies, surveys, charts, maps, drawings, specifications, and other documents or materials prepared by either Party in the performance of Services under this Agreement (collectively, the "Work Product") shall be the joint property of both Parties.
2. **Pre-Existing Materials.** Each Party shall retain all rights to any pre-existing materials that such Party owned or created prior to the Effective Date or that such Party creates outside the scope of this Agreement.
3. **License.** Each Party hereby grants to the other Party a non-exclusive, royalty-free, perpetual license to use, reproduce, distribute, and modify any pre-existing materials incorporated into the Work Product, solely for the purposes contemplated by this Agreement.

## **ARTICLE VIII CONFIDENTIAL INFORMATION**

1. **Confidential Information.** "Confidential Information" means any non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, whether orally, in writing, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
2. **Protection of Confidential Information.** The Receiving Party shall:
  - a. Use the Confidential Information solely for the purposes of performing its obligations under this Agreement;
  - b. Protect the Confidential Information with at least the same degree of care that it uses to protect its own confidential information, but in no event less than reasonable care;
  - c. Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by law or as otherwise permitted under this Agreement; and
  - d. Limit access to the Confidential Information to its employees, agents, and contractors who need to know such information for the purposes of performing

obligations under this Agreement and who are bound by confidentiality obligations at least as restrictive as those contained herein.

3. **Exceptions.** The obligations set forth in Section 9.2 shall not apply to any Confidential Information that:
  - a. Is or becomes generally available to the public through no fault of the Receiving Party;
  - b. Was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party;
  - c. Is received from a third party without breach of any obligation to the Disclosing Party; or
  - d. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
4. **Required Disclosure.** If the Receiving Party is required by law, court order, or governmental authority to disclose Confidential Information, the Receiving Party shall, to the extent permitted by law:
  - a. Promptly notify the Disclosing Party of the requirement;
  - b. Cooperate with the Disclosing Party's efforts to obtain a protective order or other appropriate remedy; and
  - c. Disclose only that portion of the Confidential Information that is legally required to be disclosed.
5. **Public Records.** The Parties acknowledge that they are subject to public records laws and that information provided under this Agreement may be subject to disclosure pursuant to such laws. Nothing in this Agreement shall be construed to require either Party to violate applicable public records laws.

## **ARTICLE IX INDEMNIFICATION**

1. **Indemnification.** All Parties are governmental entities under the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Annotated 1953, as amended (the "Act"). Consistent with that law it is mutually agreed that each Party is responsible and liable for its own wrongful and negligent acts which are committed by it or by its agents, officials, or employees. No Party waives any defenses otherwise available under the Utah Governmental Immunity Act nor does any Party waive any limits of liability now or hereafter provided by law. Each Party is solely responsible and undertakes the risk of loss for any Project equipment held by that Party or any acts associated therewith.

## **ARTICLE X INSURANCE**

1. **Required Insurance.** District shall, at its own expense, maintain in full force and effect during the Term of this Agreement the following insurance coverage:
  - a. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  - b. Workers' Compensation Insurance as required by applicable law;
  - c. Employer's Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and \$1,000,000 per employee for disease;
  - d. Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit for each accident; and
  - e. Professional Liability Insurance (if applicable) with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.
2. **Self-Insurance.** District may satisfy the insurance requirements through a program of self-insurance, provided that such program complies with all applicable laws and is maintained at levels consistent with the requirements set forth in Section X.1.
3. **Certificates of Insurance.** Upon request, District shall provide the City with certificates of insurance evidencing the coverage required under this Article X.
4. **Notice of Cancellation.** District shall provide the City with at least thirty (30) days' prior written notice of any cancellation, non-renewal, or material change in the insurance coverage required under this Article X.

## **ARTICLE XI DISPUTE RESOLUTION**

1. **Informal Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the dispute.
2. **Mediation.** If the dispute cannot be resolved through informal negotiations within thirty (30) days after the dispute arises, either Party may initiate mediation by providing written notice to the other Party. The Parties shall mutually select a mediator and shall share the costs of mediation equally.
3. **Continued Performance.** Pending final resolution of any dispute, the Parties shall continue to fulfill their respective obligations under this Agreement, unless this Agreement has been terminated or suspended.

4. **Injunctive Relief.** Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent or stop a breach of this Agreement.

## **ARTICLE XII FORCE MAJEURE**

1. **Force Majeure Event.** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, civil unrest, government actions, labor disputes, global pandemics, or power failures (each, a "Force Majeure Event").
2. **Notice.** The Party affected by a Force Majeure Event shall provide written notice to the other Party as soon as reasonably practicable after the occurrence of the Force Majeure Event, stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect.
3. **Suspension of Performance.** The affected Party's performance shall be suspended during the Force Majeure Event and automatically resumed when the Force Majeure Event ends.
4. **Termination.** If a Force Majeure Event continues for more than ninety (90) consecutive days, either Party may terminate this Agreement upon written notice to the other Party.

## **ARTICLE XIII GENERAL PROVISIONS**

1. **Entire Agreement.** This Agreement, including all exhibits and attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, relating to such subject matter.
2. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.
3. **Assignment.** Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed.
4. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:
  - a. When delivered by hand (with written confirmation of receipt);

- b. When received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
- c. On the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or
- d. On the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.
- e. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 14.4):

If to City:  
Roy City Corporation  
5051 South 1900 West  
Roy, UT 84067  
Attention: City Manager  
Email: admin@royutah.gov

If to District:  
Roy Water Conservancy District  
[District Address]  
Attention: [Contact Person]  
Email: [Email Address]

- 5. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 6. **Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 7. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or

equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to any choice or conflict of law provision or rule.
9. **Venue.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Utah, in the County of Weber, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
11. **Survival.** Any provision of this Agreement that, by its nature, would survive termination or expiration of this Agreement shall so survive.
12. **Authority to Execute.** Each Party represents and warrants that it has the full right, power, and authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of each Party has the full right, power, and authority to sign on behalf of such Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Roy City Corporation

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

Name: Robert Dandoy

Title: Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brittany Fowers  
City Recorder

Roy Water Conservancy District

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A





# **Scope of Work Document**

**for**

**Roy Water Conservancy District  
M420B Base Station  
Outdoor Cabinet**

**at**

**Roy Aquatic Center  
Roy, Utah 84067  
(Lat. 41.168063° Lon. -112.051422°)**

**Sensus Project Code: 15286**

## GENERAL INFORMATION

### Introduction

The proposed site will be installed per this Scope of Work. This document provides a description of work to be performed. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems.

### Record of Document Revisions

REVISION	DATE	BY	DESCRIPTION
A1			
A2			
A3			
A4			

### Site Data

Site ID	Site Name	District	Latitude	Longitude	Antenna Height (ft.)	Antenna Model	Site Type
	Roy Aquatic Center	Roy WCD	41.168063°	-112.051422°	50'	DB589-Y	Existing

### Project Timeline

- Phase I – Scope of Work submitted
- Phase II – Scope of Work approved by Sensus
- Phase III – Scope of Work approved by Customer
- Phase IV – Ordering of materials and labor
- Phase V – Installation of equipment at Site Name location.

### Contributing Personnel

This site work shall involve the following personnel.

- Sensus Project Manager  
Name: Assim Elazami (800-638-3748)  
E-Mail: [assim.elazami@xylem.com](mailto:assim.elazami@xylem.com)
- Sensus RF Engineer  
Name: Troy Bryant (503-585-8629)  
E-Mail: [troy.bryant@xylem.com](mailto:troy.bryant@xylem.com)
- Tower Construction Contact – Vikor  
Name: Tim Tanner (270-835-9100)  
E-Mail: [ttanner@vikor.com](mailto:ttanner@vikor.com)

- Distributor Project Manager – Mountainland Supply

Name: Kevin Carter (385-223-4185)

E-Mail: kevin.carter@mountainland.com

- Roy Water Conservancy District

Name: Rodney Banks (801-825-9744)

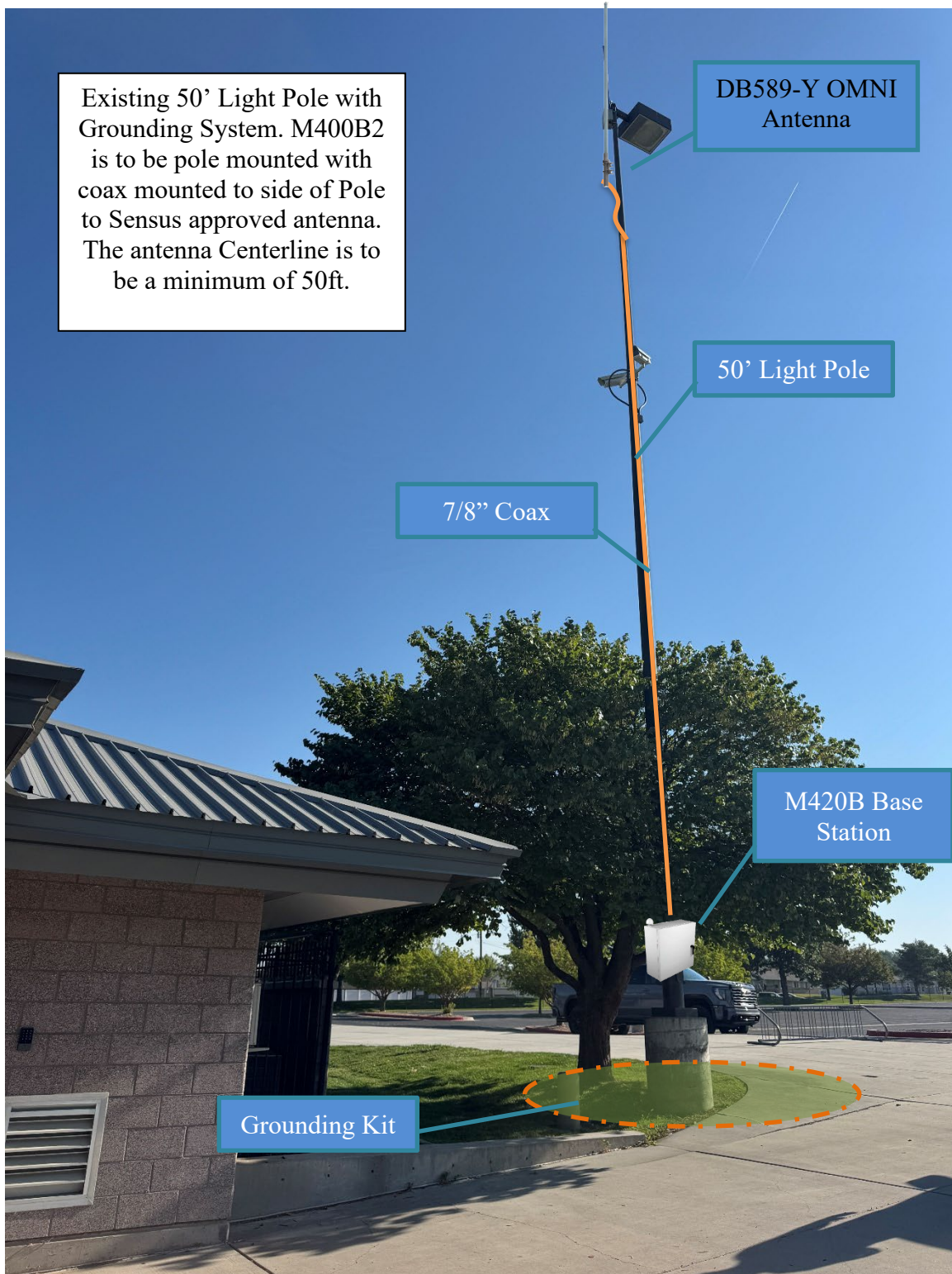
E-Mail: rodney@roywater.gov

## **PROJECT SCOPE:**

- Roy Water Conservancy District is to purchase the required number of BASESTATIONS.
- Designated approved Sensus Tower Construction Contractor will perform the installation activities in accordance with the current Sensus TGB Installation Guide AIG-10000-002.
- Roy Water Conservancy District will provide a designated area, depicted in the pictures, for the Sensus FlexNet antenna system.
- Roy Water Conservancy District will secure with Weber County/Roy City City a conditional use permit to allow for the existing pole (if required).
- Roy Water Conservancy District shall secure a building permit for the installation work at Roy Aquatic Center Tower site if required.
- Installer will install antenna to top of light pole. Antenna will stand at a minimum of 40' above ground level.
- Installer will install one Sensus approved antenna to top of pipe mount/side arm mount, that will be secured to the light Pole, and secure with antenna mounting clamps.
- Installer will provide side-arm mount for antenna.
- Installer will install one 6' RF jumper (LDF-4) from antenna and secure to mounting pipe using round member adapters and ½" butterfly or clip hangers.
- Installer will install approximately 40 feet of 7/8" coax from antenna and secure with appropriate coax hangers, (Clip, Butterfly or Snap-ins)
- Installer will install 120 VAC, 20 Amp or 240, 30 Amp, 4-wire circuit for power depending on type of base station.
- Installer will designate an electrician to connect power to base station breaker panel per Sensus installation procedure. Installation will be in accordance with all local codes.
- Installer will install ground system around base station placement to provide site ground.
- Installer will install one 6" ground bar near entry port of base station, terminated to site ground or ground ring.
- Installer will install #2 solid copper ground wire from 6" ground bar and terminate to site common ground.

- Installer will install minimum of (2) coax ground kits, depending on type and height of structure.
- Installer will install #6 stranded ground wires from 6" ground bar and terminate to base station internal ground buss.
- Installer will install one RF polyphaser in bottom of cabinet between terminated RF coax and LMR-400 jumper connected to Base Station duplexer and ground to 6" ground bar.
- Installer will be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to within 1 foot of the basestation installation.
- Installer to use existing conduit at this site for power/ethernet cable installation.
- Installer will perform RF Coax sweep test per Sensus As-Built document.
- Roy City will provide backhaul equipment for connectivity to RNI. (Ethernet)
- Roy Water Conservancy District will provide IP information to Sensus Metering for programming of base station. (or will this be Roy City where it is their internet equipment?)
- Sensus will energize, program, test and certify TGB Base Station for proper operation.
- Roy City will be responsible for providing security at BASESTATION location.

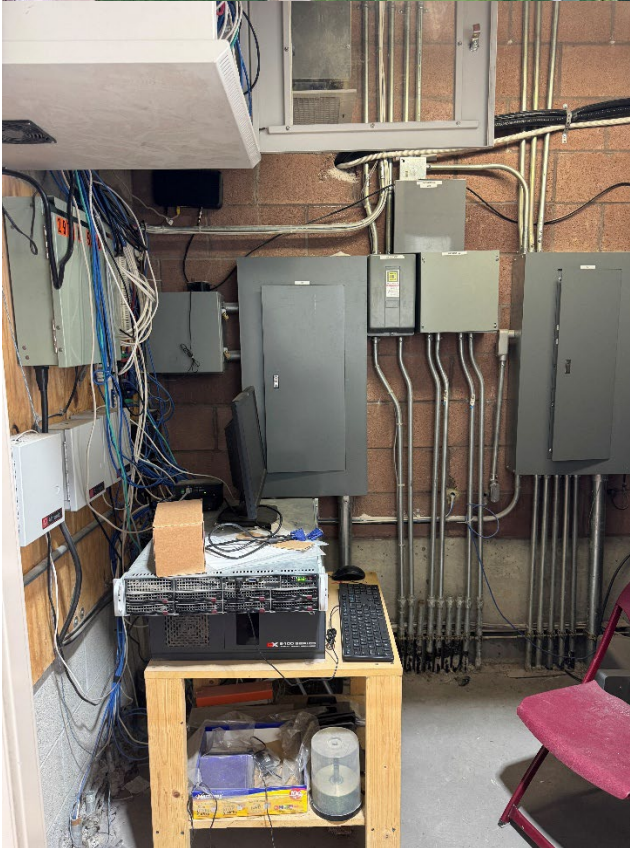
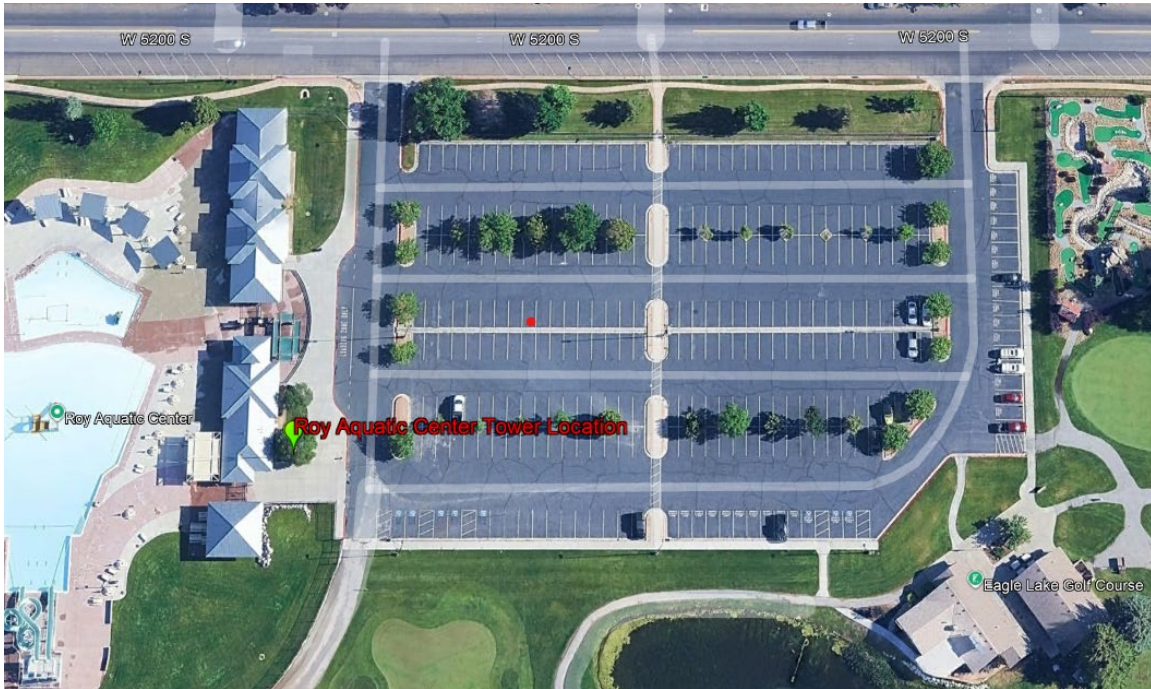
**Example Site Diagrams &  
Installation Pictures: Option #1**







**Existing Tower Location:**





## Equipment Requirements: Example

QTY	U/M	Description
1	EA	DB589-Y Antenna
1	Set	Antenna Mounting Clamps
1	EA	6' LDF4-50A RF Jumper
50	FEET	7/8" Coax cable or appropriately sized cable
2	EA	OMNI Fit N/F LCF78-50 Connectors
1	EA	Pre-laced hoist grip for 7/8" coax
2	EA	Standard ground kits for 7/8" coax
2	EA	Universal weatherproofing kits
1	PAK	(10) round member adapters 1-1/2" to 3-1/2"
1	PAK	(10) 1/2" Clip or butterfly hangers
3	PAK	(30) angle adapters
6	PAK	(60) 3/4" to 1-1/2" round member adapters
8	PAK	(80) 7/8" clip or butterfly hangers
1	EA	GPS Polyphaser
1	EA	RF Polyphaser
50	FEET	#2 solid ground wire
25	FEET	#6 green insulated stranded or solid ground wire
1	EA	4" X 6" ground bar

### Clean Up

During the installation and at the completion of its tasks, Sensus, Mountainland Supply and all contractors shall remove all waste material from the jobsite. At the completion of its tasks Sensus and the contractors will leave the job-site area in which it was working unless more exactly specified.

### Cooperation with Others

Sensus, Mountainland Supply and all contractors shall cooperate with all other parties on site to ensure maximum efficiency and an orderly and timely finish of the Work. Sensus and the contractors shall not be entitled to any additional compensation because it must cooperate with these other parties.

### Safety

In performing work, all contractors, Mountainland Supply, and Sensus personnel shall comply with all applicable safety procedures, OSHA and government regulations and laws on the work site.

### Schedule Delay

A site installation date, if provided, is only an estimated target date. Sensus, Mountainland Supply or its sub-contractors shall not be liable or deemed to be in default for any delay or failure in performance under this statement of work, directly or indirectly, from acts of God, civil or military authority, accidents, the weather conditions, labor disputes, shortages of materials, labor or transportation problems or any causes beyond the control of either party.



## FSS Parameter List

<b>Structure Height:</b>	50 feet	<b>Structure Type:</b>	Water Tank
<b>Proposed Antenna Height:</b>	50 feet	<b>Available Antenna Height:</b>	50 feet
<b>Antenna Type:</b>	Panel	<b>Antenna Model:</b>	DB589-Y
<b>Antenna Mounting Location:</b>	Side Mount on Pole	<b>Antenna Orientation:</b>	0°
<b>Antenna Stand-off Length:</b>	N/A		
<b>M400 to Main Coax Jumper Type:</b>	LDF-4	<b>TGB to Main Coax Jumper Length:</b>	6 feet
<b>Main Coax to Antenna Jumper Type:</b>	LDF4-50A	<b>Main Coax to Antenna Jumper Length:</b>	6feet
<b>Main Coax Type:</b>	7/8"	<b>Main Coax Length:</b>	40 ft
<b>Main Coax to Tower Fastener Type:</b>	Clip or Butterfly Hangers	<b>Number of Main Coax Ground Kits Recommended:</b>	2
<b>RF Polyphaser:</b>	IS-B50HN-C2-MA	<b>GPS Polyphaser:</b>	DGXZ+15TGTF-A

Does this parameter list match the current FSS design data? <YES>

The proposed site will be installed per the above recommendations. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems Engineering.

## APPROVAL SHEET

Site Name and Location: Roy Aquatic Center Tower Site  
Roy, UT 84067  
(Lat. 41.168063° Lon. -112.051422°)

Sensus Project Code: 15286

The proposed site will be installed per the above recommendations. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems Engineering.

For: *Sensus Metering Systems Representative*

Name

Signature

Date

---

For: *Roy Water Conservancy District*

Name

Signature

Date

---

For: *Roy City*

Name

Signature

Date

---

For: *Mountainland Supply*

Name

Signature

Date

---



# **Scope of Work Document**

**for**

**Roy Water Conservancy District  
M420B Base Station  
Outdoor Cabinet**

**at**

**Well 2275  
Roy, Utah 84067  
(Lat. 41.190256° Lon. -112.034147°)**

**Sensus Project Code: 15286**

## GENERAL INFORMATION

### Introduction

The proposed site will be installed per this Scope of Work. This document provides a description of work to be performed. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems.

### Record of Document Revisions

REVISION	DATE	BY	DESCRIPTION
A1			
A2			
A3			
A4			

### Site Data

Site ID	Site Name	District	Latitude	Longitude	Antenna Height (ft.)	Antenna Model	Site Type
	Well 2275	Roy WCD	41.190256°	-112.034147°	40'	DB589-Y	Proposed

### Project Timeline

- Phase I – Scope of Work submitted
- Phase II – Scope of Work approved by Sensus
- Phase III – Scope of Work approved by Customer
- Phase IV – Ordering of materials and labor
- Phase V – Installation of equipment at Site Name location.

### Contributing Personnel

This site work shall involve the following personnel.

- Sensus Project Manager  
Name: Assim Elazami (800-638-3748)  
E-Mail: [assim.elazami@xylem.com](mailto:assim.elazami@xylem.com)
- Sensus RF Engineer  
Name: Troy Bryant (503-585-8629)  
E-Mail: [troy.bryant@xylem.com](mailto:troy.bryant@xylem.com)
- Tower Construction Contact – Vikor  
Name: Tim Tanner (270-835-9100)  
E-Mail: [ttanner@vikor.com](mailto:ttanner@vikor.com)

- Distributor Project Manager – Mountainland Supply

Name: Kevin Carter (385-223-4185)

E-Mail: kevin.carter@mountainland.com

- Roy Water Conservancy District

Name: Rodney Banks (801-825-9744)

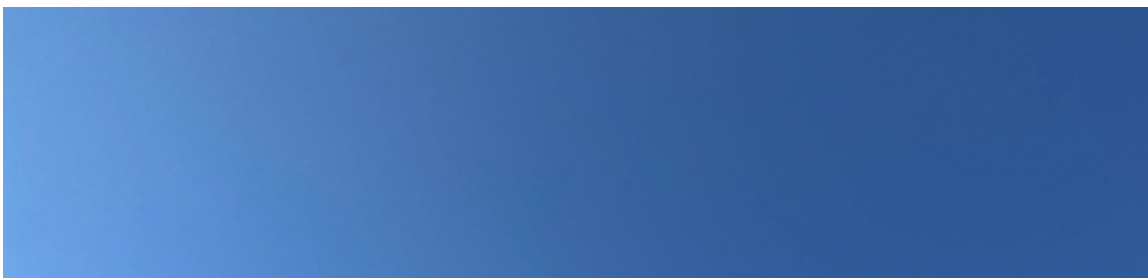
E-Mail: rodney@roywater.gov

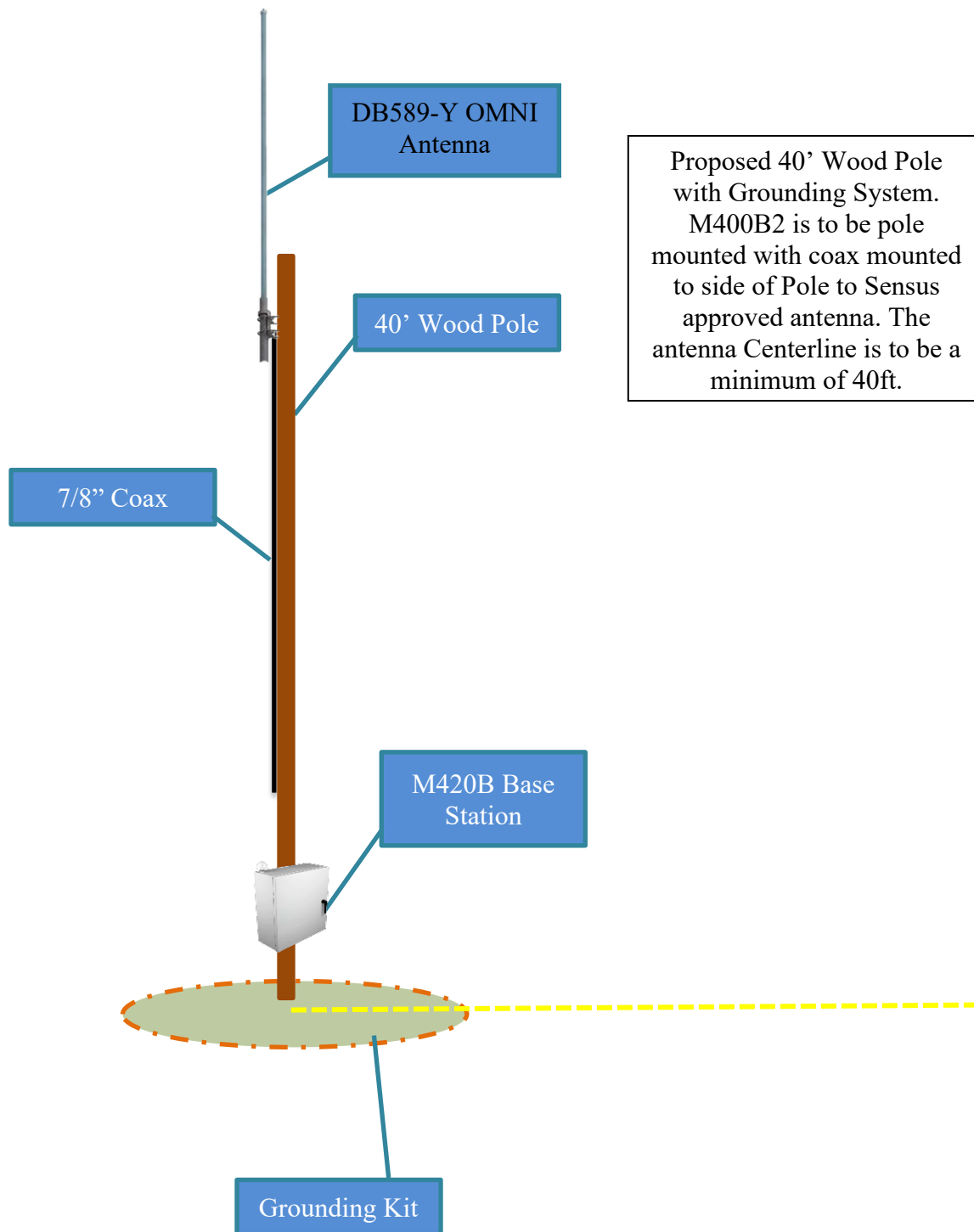
## **PROJECT SCOPE:**

- Roy Water Conservancy District is to purchase the required number of BASESTATIONS.
- Designated approved Sensus Tower Construction Contractor will perform the installation activities in accordance with the current Sensus TGB Installation Guide AIG-10000-002.
- Roy Water Conservancy District will provide a designated area, depicted in the pictures, for the Sensus FlexNet antenna system.
- Roy Water Conservancy District will secure with Weber County/Roy City a conditional use permit to allow for a wood pole to be installed on site (if required).
- Roy Water Conservancy District shall secure a building permit for the installation work at Well 2275 Tower site if required.
- Installer will install a wood pole that will stand at a minimum of 40' above ground level.
- Installer will install one Sensus approved antenna to top of pipe mount/side arm mount, that will be secured to the Wood Pole, and secure with antenna mounting clamps.
- Installer will provide side-arm mount for antenna.
- Installer will install one 6' RF jumper (LDF-4) from antenna and secure to mounting pipe using round member adapters and ½" butterfly or clip hangers.
- Installer will install approximately 40 feet of 7/8" coax from antenna and secure with appropriate coax hangers, (Clip, Butterfly or Snap-ins)
- Installer will install 120 VAC, 20 Amp or 240, 30 Amp, 4-wire circuit for power depending on type of base station.
- Installer will designate an electrician to connect power to base station breaker panel per Sensus installation procedure. Installation will be in accordance with all local codes.
- Installer will install ground system around base station placement to provide site ground.
- Installer will install one 6" ground bar near entry port of base station, terminated to site ground or ground ring.

- Installer will install #2 solid copper ground wire from 6" ground bar and terminate to site common ground.
- Installer will install minimum of (2) coax ground kits, depending on type and height of structure.
- Installer will install #6 stranded ground wires from 6" ground bar and terminate to base station internal ground buss.
- Installer will install one RF polyphaser in bottom of cabinet between terminated RF coax and LMR-400 jumper connected to Base Station duplexer and ground to 6" ground bar.
- Installer will be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to within 1 foot of the basestation installation.
- Installer will perform RF Coax sweep test per Sensus As-Built document.
- Roy City will provide backhaul equipment for connectivity to RNI.
- Roy Water Conservancy District will provide IP information to Sensus Metering for programming of base station. (or will this be Roy City where it is their internet equipment?)
- Sensus will energize, program, test and certify TGB Base Station for proper operation.
- Roy City will be responsible for providing security at BASESTATION location.

### **Example Site Diagrams & Installation Pictures: Option #1**









**Potential Tower Location:**



## Equipment Requirements: Example

QTY	U/M	Description
1	EA	DB589-Y Antenna
1	Set	Antenna Mounting Clamps
1	EA	6' LDF4-50A RF Jumper
50	FEET	7/8" Coax cable or appropriately sized cable
2	EA	OMNI Fit N/F LCF78-50 Connectors
1	EA	Pre-laced hoist grip for 7/8" coax
2	EA	Standard ground kits for 7/8" coax
2	EA	Universal weatherproofing kits
1	PAK	(10) round member adapters 1-1/2" to 3-1/2"
1	PAK	(10) 1/2" Clip or butterfly hangers
3	PAK	(30) angle adapters
6	PAK	(60) 3/4" to 1-1/2" round member adapters
8	PAK	(80) 7/8" clip or butterfly hangers
1	EA	GPS Polyphaser
1	EA	RF Polyphaser
50	FEET	#2 solid ground wire
25	FEET	#6 green insulated stranded or solid ground wire
1	EA	4" X 6" ground bar

### Clean Up

During the installation and at the completion of its tasks, Sensus, Mountainland Supply and all contractors shall remove all waste material from the jobsite. At the completion of its tasks Sensus and the contractors will leave the job-site area in which it was working unless more exactly specified.

### Cooperation with Others

Sensus, Mountainland Supply and all contractors shall cooperate with all other parties on site to ensure maximum efficiency and an orderly and timely finish of the Work. Sensus and the contractors shall not be entitled to any additional compensation because it must cooperate with these other parties.

### Safety

In performing work, all contractors, Mountainland Supply, and Sensus personnel shall comply with all applicable safety procedures, OHSA and government regulations and laws on the work site.

### Schedule Delay

A site installation date, if provided, is only an estimated target date. Sensus, Mountainland Supply or its sub-contractors shall not be liable or deemed to be in default for any delay or failure in performance under this statement of work, directly or indirectly, from acts of God, civil or military authority, accidents, the weather conditions, labor disputes, shortages of materials, labor or transportation problems or any causes beyond the control of either party.

## FSS Parameter List

<b>Structure Height:</b>	40 feet	<b>Structure Type:</b>	Wood Pole
<b>Proposed Antenna Height:</b>	40 feet	<b>Available Antenna Height:</b>	40 feet
<b>Antenna Type:</b>	Omni Directional	<b>Antenna Model:</b>	DB589-Y
<b>Antenna Mounting Location:</b>	Side Mount on Pole	<b>Antenna Orientation:</b>	0°
<b>Antenna Stand-off Length:</b>	N/A		
<b>M400 to Main Coax Jumper Type:</b>	LDF-4	<b>TGB to Main Coax Jumper Length:</b>	6 feet
<b>Main Coax to Antenna Jumper Type:</b>	LDF4-50A	<b>Main Coax to Antenna Jumper Length:</b>	6feet
<b>Main Coax Type:</b>	7/8"	<b>Main Coax Length:</b>	40 ft
<b>Main Coax to Tower Fastener Type:</b>	Clip or Butterfly Hangers	<b>Number of Main Coax Ground Kits Recommended:</b>	2
<b>RF Polyphaser:</b>	IS-B50HN-C2-MA	<b>GPS Polyphaser:</b>	DGXZ+15TGTF-A

Does this parameter list match the current FSS design data? <YES>

The proposed site will be installed per the above recommendations. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems Engineering.

## APPROVAL SHEET

Site Name and Location: Well 2275 Tower Site  
Roy, UT 84067  
(Lat. 41.190256° Lon. -112.034147°)

Sensus Project Code: 15286

The proposed site will be installed per the above recommendations. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems Engineering.

For: *Sensus Metering Systems Representative*

Name

Signature

Date

---

For: *Roy Water Conservancy District*

Name

Signature

Date

---

For: *Roy City*

Name

Signature

Date

---

For: *Mountainland Supply*

Name

Signature

Date

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## **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date: December 2, 2025**

**Agenda Item Number: Action Item #2**

**Subject: Interlocal Agreement with Second District Juvenile Court**

**Prepared By: Matt Wilson**

### **Background:**

**Roy City has previously partnered with the Second District Juvenile Court through an interlocal agreement, and we are now seeking approval of a new updated agreement. This agreement will continue to support both court-involved and nonjudicial youth by providing opportunities to earn restitution and complete community service hours through meaningful, structured work activities that benefit both the participants and the community.**

**Recommendation (Information Only or Decision): Decision**

**Contact Person / Phone Number: Matt Wilson**

**RESOLUTION NO. 25-29**

**A RESOLUTION OF THE ROY CITY COUNCIL ADOPTING AN INTERLOCAL AGREEMENT BETWEEN SECOND DISTRICT JUVENILE COURT OF UTAH AND ROY CITY RELATING TO A COMMUNITY SERVICE WORK PROGRAM**

**WHEREAS**, the City of Roy (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah;

**WHEREAS**, Utah Code Ann. § 11-13-101 et. Seq., permits governmental entities to enter into cooperation agreements with each other;

**WHEREAS**, Roy City recognizes the importance and need for joint cooperation with local entities to provide and receive services from neighboring communities which is a necessary and needed service to the City and surrounding communities;

**WHEREAS**, the proposed interlocal agreement delineating the relevant terms, conditions, and obligations of the parties is attached to this resolution as “Exhibit A”; and

**WHEREAS**, the City Council finds that adopting and supporting the interlocal agreement is in the best interest of the citizens of Roy City;

**NOW THEREFORE**, the Roy City Council hereby resolves to adopt the attached Interlocal Agreement between Second District Juvenile Court of Utah and Roy City approving and authorizing the execution of the Interlocal Agreement relating to a community service work program. The Mayor of Roy City is authorized and directed to execute the Interlocal Agreement for and on behalf of Roy City.

Passed this 2nd day of December, 2025.

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Robert Dandoy  
Mayor

Attested and Recorded:

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Brittany Fowers  
City Recorder

This Resolution has been approved by the following vote of the Roy City Council:

Councilmember Wilson

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Councilmember Scadden \_\_\_\_\_

Councilmember Saxton \_\_\_\_\_

Councilmember Paul \_\_\_\_\_

Councilmember Jackson \_\_\_\_\_

## **SECOND DISTRICT JUVENILE COURT**

### **INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement is dated as of November 24, 2025, and is between **Roy City** ("Roy City") and the **Second District Juvenile Court** (the "Court").

This agreement is made in reference to the following facts:

The Utah Interlocal Cooperation Act, Title 11, Chapter 13, authorizes public agencies of the State of Utah, including courts, counties, school districts, and cities to enter into agreements with one another in order to exercise their powers, privileges, and authority on a joint, cooperative basis.

Roy City is willing to help provide an opportunity for court-involved and nonjudicial youth ("Youth") to earn restitution and community service hours by providing the court work crew program with meaningful work activities to be done in the public interest.

Roy City wishes to enter into an agreement with and authorize the Court to perform public service activities for Roy City at: parks, trails, schools, community centers and other various public locations within the Roy City area.

As part of code enforcement for Roy City there may be opportunities for youth to perform community service work such as yard clean up on the property of residents within the city limits to ensure compliance with code enforcement. In these circumstances, Roy City will have a member of their staff on site and will have a signed Waiver of Liability [Exhibit A] from the property homeowner to allow for the completion of work.

The Court has an established community service work crew program, administered and staffed by court personnel, with court-involved and nonjudicial youth participants.

The Court wants to provide meaningful opportunities for the youth involved in the work crew program to earn restitution and to perform community service in fulfillment of their court obligations.

The parties therefore agree as follows:

#### **1. Period and Termination**

(a) **Period**: This agreement is for the time period from the agreement date above through June 30, 2026, when the agreement will automatically terminate.

(b) **Voluntary Termination**: Either party may, upon 48 hours written notice to the other party, terminate this agreement without cause at any time.



## 2. Duties of the Court

**(a) Tasks:** The Court agrees to provide Juvenile Work Crews for the purpose of cleaning up trash, debris, graffiti, etc. at identified Roy City areas in need of clean up services. The scope of services, however, shall not be limited to general clean up and may include other appropriate services as agreed upon and by both Roy City and the Court Work Crew Program Supervisor. The Court will provide this work until termination of the agreement in accordance with paragraph 1 of this agreement.

**(b) Supervision of the Youth:** The Court shall supervise Youth while working at Roy City including setting and tracking the work schedule and providing appropriate on-site supervision of Youth. The Court will ensure Youth use personal protective equipment, PPE, if appropriate while completing cleanup work at Roy City. Youth are not authorized to operate any power equipment while working at Roy City without prior approval of the Work Program Supervisor. Youth will not work with or in proximity of any hazardous waste or hazardous chemicals. The Work Crew Program Supervisor has the ability to determine whether the designated work assignment is appropriate for the youth to work in and to assess overall safety and liability of the conditions of the site. If a work site is deemed inappropriate or not safe, the Work Crew Program Supervisor will notify Roy City that work will not be able to be completed.

**(c) Compensatory Service Worker:** Subject to the terms of this agreement, the Court shall provide the work services of the available and willing Youth to Roy City on the agreed upon dates/times to complete appropriate work service projects as agreed upon by both Roy City and the Court Work Crew Program Supervisor. The number of Youth provided each week may vary based on the availability of the Youth. The Court will provide this work as long as there are available and willing Youth to participate until termination of the agreement in accordance with paragraph (1) of this agreement. The Youth shall be considered compensatory service workers of the Court as defined in the Volunteer Government Workers Act, [Utah Code §67-20-2\(2\)](#).

**(d) Scheduling:** Work schedules will be coordinated between the Work Crew Program Supervisor and a representative of Roy City and the designated Point of Contact, POC, for each work assignment (POC will vary). No work will be performed on Sundays. Youth will work no more than eight hours on a non-school day and no more than five hours on a school day. During the school days youth will typically work a three-hour shift. The Court agrees to coordinate and provide supervision for Youth work crew participants. The Court agrees to notify Roy City if crews are cancelled due to inclement weather or other factors.

**(e) Workers' Compensation:** In accordance with [Utah Code §67-20-6](#), the Court provides the Youth with Workers' Compensation medical benefits, which shall be the exclusive remedy for all injuries and occupational diseases as provided under [Title](#)

[34A, Chapter 2](#), Workers' Compensation Act and [Title 34A, Chapter 3](#), Utah Occupational Disease Act.

i. **Claim Filing by the Court**: When notified of a Youth on-the-job injury, the Court will file any appropriate Workers' Compensation claims within 48 hours of the notification. Roy City agrees to cooperate with the Court and provide all information necessary to facilitate any necessary claims.

### 3. Duties of Roy City

(a) **Work Supplies**: Roy City shall provide all necessary tools, supplies and any necessary personal protective equipment, PPE, for Youth. Youth are not authorized to operate any power equipment while working at Roy City without prior approval of the Work Crew Program Supervisor. Youth will not work with or in proximity of any hazardous waste or hazardous chemicals.

(b) **Scheduling**: Roy City, through its designated Point of Contact (POC), will coordinate with the Juvenile Court Work Crew Program Supervisor by submitting any task requests no less than fifteen (15) business days in advance of the requested task start date. This advance notice is required to ensure adequate scheduling and coordination by the Court Work Crew Program.

(c) **Waiver of Liability**: Roy City agrees to work with the Court, when necessary, to obtain any Waivers of Liability.

(d) **Joint Personal or Real Property**: Roy City and the Court agree that there will be no joint personal or real property to be acquired, held, or disposed of as part of this agreement. Any equipment donated to the Court by Roy City will be returned to Roy City if not used and any materials or equipment acquired by the Court from sources other than Roy City for the purposes of this agreement will remain property of the Court.

(e) **Indemnification**: The Court and Roy City shall each be fully liable for the actions of its agents, employees, officers, partners, and subcontractors. Each party shall be responsible for any damage to the other party caused by its employees and agents in the performance of the agreement. If a claim or damage is not covered by the party's self-insurance or other coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefor. If a claim or damage arises from more than one party's performance of the agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage. By entering into this agreement, neither the Court, nor Roy City waives their respective protections and immunities granted under the Utah Government Immunity Act, Utah Code §63G-7-101 or other laws that grant immunities and protections to the respective entities. Nothing in this agreement shall extend the tort responsibility or liability of the parties beyond that required by the law.

(f) **Writing Requirement**: This agreement embodies the entire agreement between the parties and shall not be altered except in writing and signed by both parties.

(g) **Governing Law**: This agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

(h) **Authorization**: The individuals executing this agreement on behalf of the Court and Roy City verify that they are authorized to enter into this agreement on behalf of the Court or Roy City.

(i) **Copy of Agreement**: During the period this agreement is in force, both Roy City and the Court agree to keep a copy filed with their respective official keeper of records.

(j) **Addresses**: All notices required under this agreement shall be delivered to the following addresses:

Roy City  
5051 S 1900 W  
Roy, UT 84067

Second District Juvenile Court  
165 20<sup>th</sup> Street  
Ogden, UT 84401

**SECOND DISTRICT JUVENILE COURT**  
**INTERLOCAL COOPERATIVE AGREEMENT**

**Roy City**  
**Authorized Signatures**

Signature: \_\_\_\_\_

Name: Robert Dandoy

Title: Mayor

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Brittany Fowers

Title: Executive Assistant/City Recorder

Date: \_\_\_\_\_

**Second District Juvenile Court**  
**Authorized Signatures**

Signature: \_\_\_\_\_

Name: Jennifer Moore

Title: Probation Supervisor-Work Crew

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Maren Tucker

Title: Chief of Probation

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Krista Airam

Title: Trial Court Executive

Date: \_\_\_\_\_

**ROY CITY**  
**PROPERTY OWNER RELEASE AND WAIVER OF LIABILITY**

I, \_\_\_\_\_ ("Property Owner") desire to participate in the community service program provided by Roy City ("City").

1. **Scope of Relationship.** I understand that the scope of my relationship with City is limited to volunteers providing a service on my property. No compensation will be provided in return for services provided by me or to me. [I understand that I am responsible for my own insurance coverage.]
2. **Release and Waiver.** I hereby release and forever discharge and hold harmless City, and their successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from agreement with City. I understand that this release discharges City from any liability with respect to bodily injury, personal injury, illness, death, or property damage, whether caused by the negligence of City or its officers, directors, volunteers, employees, agents, or otherwise.
3. **No Insurance.** I understand that City does not provide any type of insurance for my participation in the community service program, nor does City provide any financial or other assistance, in the event of injury, illness, or property damage.
4. **Indemnification.** I agree to indemnify and hold harmless the City and its officers, directors, volunteers, employees, and agents for all claims, accusations, notices, judgments, rulings, liabilities or expenses arising out of my actions, inactions, errors, acts, or omissions as a participant in the community service program. Notwithstanding the foregoing, Property Owner acknowledges and agrees that City is a governmental entity under the Governmental Immunity Act of Utah, nothing in this agreement shall be construed as a waiver of any protection, rights, or defenses applicable to the City under the Act, including the provisions of Utah Code Ann. § 63G-7-604, as amended, regarding limitations of judgment.
5. **Miscellaneous.** I understand that this document is a contract which grants certain rights to, and eliminates the liability of, the City. This Release and Waiver of Liability shall be governed by the laws of the State of Utah. This Release and Waiver of Liability is intended to be as broad and inclusive as permitted by law. In the event any provision of this Release and Waiver of Liability shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not otherwise affect the remaining provisions of this agreement, which shall continue to be enforceable.

By signing below, I express my intent to enter this Release and Waiver of Liability, and I do so willingly and voluntarily. I understand that by signing this form, I am giving up legal rights and remedies.

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Date

## **RESOLUTION NO. 25-30**

### **A Resolution of the Roy City Council Authorizing Exchange of Certain Real Property as Consistent with State Law and Policy and Authorizing the Execution of a Real Estate Exchange and Purchase Agreement to Exchange Certain Real Property; and Providing an Effective Date.**

**WHEREAS**, the City of Roy (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and

**WHEREAS**, Utah Code Ann. § 10-8-2 provides, among other things, that a city council may purchase, receive, hold, sell, lease, convey, and dispose of real and personal property for the benefit of the city; and do any thing in relation to this property that an individual could do; and

**WHEREAS**, the City Council finds that the public convenience and necessity no longer requires that the City continue to own a certain piece of real property, and would be benefitted by exchanging a parcel of property to receive a separate piece of real property for future city uses; and

**WHEREAS**, the City has entered into negotiations with Steward Land Co. to certain real property as described in the Real Estate Exchange and Purchase Agreement, attached as Exhibit “A” and incorporated herein by this reference;

**NOW, THEREFORE**, the Roy City Council hereby resolves to exchange certain real property to exchange certain real property for a separate parcel, and authorizes the execution of a Real Estate Exchange and Purchase Agreement, attached as Exhibit “A”, to exchange said real property.

#### **SECTION I – APPROVAL**

The Real Estate and Purchase Agreement attached as Exhibit A is hereby approved.

#### **SECTION II – REPEALER CLAUSE**

All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

#### **SECTION II – DATE OF EFFECT**

This Resolution shall be effective immediately after publication or posting as required by law.

Passed this 2nd day of December 2025.

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Robert Dandoy  
Mayor

Attested and Recorded:

---

Brittany Fowers  
City Recorder

This Resolution has been approved by the following vote of the Roy City Council:

Councilmember Paul \_\_\_\_\_

Councilmember Scadden \_\_\_\_\_

Councilmember Saxton \_\_\_\_\_

Councilmember Wilson \_\_\_\_\_

Councilmember Jackson \_\_\_\_\_

## **EXHIBIT “A”**



## **EXHIBIT “B”**

## REAL ESTATE EXCHANGE AND PURCHASE AGREEMENT

THIS REAL ESTATE EXCHANGE AND PURCHASE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between Steward Land Co., a Utah corporation (the “Applicant”), and Roy City, a Utah municipal corporation (the “City”). Throughout this Agreement, the Applicant and the City may be referred to herein individually as a “Party” or collectively as the “Parties”.

### RECITALS

- A. WHEREAS, Applicant is the legal title holder to parcels of property referred to as Parcel No’s. 08-007-0026 and 08-007-0033 as more particularly depicted on ***Exhibit A*** attached hereto and incorporated herein by this reference (the “Applicant Property”).
- B. WHEREAS, the City presently holds legal title to parcel 08-022-0044 and 08-022-0018 as more particularly depicted on ***Exhibit B*** attached hereto and incorporated herein by this reference (the “City Property”), which is adjacent to the western edge of the Applicant Property as depicted in Exhibit A.
- C. WHEREAS, the City desires to obtain a parcel of property from Applicant, which has potential for future city uses.
- D. WHEREAS, the Applicant desires to obtain a parcel of property from the City to aid in Applicant’s proposed development.
- E. WHEREAS, the Parties have negotiated, discussing various terms, and desire to create one final expression of the agreed upon terms of these transactions.

### AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Transfer of City Property. In consideration of the City’s obligations under this Agreement, the Parties hereby agree to have the City transfer and convey title to the City Property to the Applicant. The transfer of the City Property shall be made via a Special Warranty Deed in the form attached hereto as ***Exhibit C***.
2. Transfer of Applicant Property. In consideration of the Applicant’s obligations under this Agreement, the Parties agree to have the Applicant transfer and convey title to the Applicant Property to the City, which includes at least 4 acres of land that is contiguous to the land that will be donated by the Hansen Family. The transfer of the Applicant Property shall be made via Special Warranty Deed in the form attached hereto as ***Exhibit D***.

3. Consideration. As consideration for the City Property, the Applicant agrees to transfer the Applicant Property to the City, and the City agrees to transfer the City Property to Applicant (the “Intangible Consideration”).

4. Reverter Interests. If Applicant does not begin construction on the City Property within 12 months from the date of closing or 15 months after the execution of this Agreement, ownership of the City Property shall automatically revert to the City, or their successors in interest, and the Applicant Property shall automatically revert to the Applicant, or their successors in interest. This reversion shall occur without the need for any further action or legal proceedings by the original owners, and title to the property shall immediately vest in the original owners or their successors upon the expiration of the twelve-month period without commencement of construction.

5. Title Insurance. The Applicant, at their sole cost and expense shall obtain an owner’s policy of title insurance for the City Property.

6. Representations and Warranties of the Applicant. The Applicant hereby makes the following representations and warranties to the City:

a. Authority. The Applicant has all requisite power and authority to enter into and to perform the terms of this Agreement. The Applicant has taken all action required by law, Steward Land Co.’s articles of organization, operating agreement or otherwise to authorize the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by the Applicant and no other company or individual action is necessary. The person signing this Agreement on behalf of Steward Land Co. is authorized to do so.

b. Binding Obligations. This Agreement and all other documents delivered by the Applicant to the City have been and will be duly authorized, executed and delivered by Steward Land Co. and constitute legal, valid and binding obligations of the Applicant (assuming the same constitute legal, valid binding obligations of the City).

c. Foreign Persons. The Applicant is not a “foreign person,” as that term is defined in Section 1445 of the U.S. Internal Revenue Code of 1986, as amended.

d. No Warranties from the City. The Applicant acknowledges that the City has made no warranties, representations or guarantees regarding the City Property, the condition of the City Property or the fitness of the City Property for any particular use or purpose, except for the warranties expressly made in this Agreement.

The representations and warranties of the Applicant made in this Section shall survive termination or consummation of the transaction contemplated by this Agreement.

7. City's Representations and Warranties. The City hereby makes the following representations and warranties to the Applicant:

a. Authority. The City has all requisite power and authority to enter into and to perform the terms of this Agreement.

b. Binding Obligations. This Agreement and all other documents delivered by the City to the Applicant have been and will be duly authorized, executed and delivered by the City and constitute legal, valid and binding obligations of the City (assuming the same constitute legal, valid binding obligations of the Applicant).

c. Title to City Property. The City has good and marketable title to the City Property. Upon the Close of Escrow, the City Property will not be subject to any mortgage, pledge, lien, security interest, encumbrance, restriction, variance, charge or limitation of any kind.

d. Litigation. The City is not involved in, nor is the City aware of, any proceeding or threatened litigation, administrative or governmental proceeding or investigation, or pending or threatened condemnation or eminent domain proceeding, relating to or otherwise affecting the City Property.

e. Mechanics' Liens. There are no unsatisfied mechanics' or materialman's lien rights concerning the City Property.

f. Condition of City Property; No Warranties. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE CONDITION OF THE CITY PROPERTY OR ITS SUITABILITY FOR THE APPLICANTS' DESIRED USES.

The representations and warranties of the City made in this Section shall survive termination or consummation of the transaction contemplated by this Agreement.

8. Closing. The Escrow is to close ("Close of Escrow" or "Closing") at a date and time mutually acceptable to the Parties, provided that the Closing shall be no later than 120 days after the date of execution of this Agreement unless the Parties agree in writing to an extension of time. Title and ownership of the City Property shall transfer from the City to the Applicant, at Closing. The Parties shall deliver the following, at Closing:

a. By the Applicant. The Applicant shall deliver a special warranty deed conveying title to the Applicant Property to City.

b. By the City. The City shall deliver a special warranty deed conveying title to the City Property to Steward Land Co.

The Applicant and the City shall each pay one half of customary closing costs as is

normal in Weber County, Utah, except that the Applicant shall be responsible to pay for one hundred percent (100%) of the costs of any owner's policy of title insurance for the City Property. At the Close of Escrow, each of the Parties shall deliver to the Escrow Company such sums, instruments and documents as are required by this Agreement and each Party shall do all of the things reasonably necessary to close this transactions and carry out the purpose and intent of this Agreement. Taxes, insurance, rents and any other charges of a like kind or nature relating to the subject parcels of property shall be prorated as of the date of the Close of Escrow.

9. Conditions to Applicant's Obligations to Close. The Applicants' obligation to consummate the transactions to be performed in connection with the Closing is subject to satisfaction of the following conditions:

- a. The representations and warranties set forth in Section 8 above shall be true and correct in all material respects at and as of the Closing of Escrow, except to the extent that such representations and warranties are qualified by the term "material," in which case such representations and warranties (as so written, including the term "material") shall be true and correct in all respects at and as of the Closing of Escrow;
- b. The City shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," in which case the City shall have performed and complied with all of such covenants (as so written, including the term "material") in all respects through the Closing; and
- c. All actions to be taken by the City in connection with consummation of the transactions contemplated hereby and all certificates, instruments, and other documents required to effect the transactions contemplated hereby shall be satisfactory in form and substance to Applicant.

The Applicant may waive any condition specified in this Section 10 if it executes a writing so stating at or prior to the Closing.

10. Conditions to the City's Obligations to Close. The City's obligation to consummate the transactions to be performed in connection with the Closing is subject to satisfaction of the following conditions:

- a. The representations and warranties set forth in Section 7 above shall be true and correct in all material respects at and as of the Closing of Escrow, except to the extent that such representations and warranties are qualified by the term "material," in which case such representations and warranties (as so written, including the term "material") shall be true and correct in all respects at and as of the Closing of Escrow;
- b. The Applicant shall have performed and complied with all of its covenants

hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term “material,” in which case the Applicant should have performed and complied with all of such covenants (as so written, including the term “material”) in all respects through the Closing;

c. All actions to be taken by the Applicant in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to the City.

The City may waive any condition specified in this Section 11 if it executes a writing so stating at or prior to the Closing.

11. Contingency of Transfer. Any transfer of property, both City Property and Applicant Property, is contingent upon the following conditions:

a. Approval of this Agreement and the associated Development Agreement by the Roy City Council; and

b. A second Access to City Property through either an access agreement with the Utah Transit Authority or access approved by the City Engineer; and

c. Any modifications to the Storm Water Management System must be planned and constructed to City standards and inspected and approved by City.

12. Risk of Loss. All risk of loss and destruction of the City Property and expenses of insurance shall be borne by the City until the Close of Escrow, except as otherwise specified herein.

13. Escrow Instructions. Unless otherwise provided for herein, this Agreement shall constitute the instructions to Escrow Company. In the event Escrow Company utilizes its own standard pre- printed escrow instructions (the “Escrow Instructions”) the Parties shall promptly execute the same after preparation. The Parties expressly acknowledge that the Escrow Instructions shall not supersede, modify or amend any of the terms of this Agreement, and in the event of any conflict of ambiguity between any of the terms of this Agreement and those of the Escrow Instructions, the terms of this Agreement shall in all instances govern and control. Notwithstanding the preceding sentences, the failure of any Party to execute the Escrow Instructions shall not invalidate this Agreement or affect the duties, obligations or responsibilities of the Parties hereunder.

14. Notices. All notices required hereunder shall be in writing and shall be delivered personally to the person for whom intended or sent by: (a) registered or certified U.S. Mail, postage prepaid, return receipt requested; or (b) a nationally recognized courier service; or (c) fax or email transmission, addressed to the persons for whom intended at the respective addresses noted below or such other addresses as they may theretofore have specified by like notice:

To Applicant:           Steward Land Co.  
                                  Attn. Brad Brown  
                                  2444 Washington Blvd  
                                  Ogden, UT 84401

To the City:             Roy City.  
                                  Attn: City Recorder  
                                  5051 South 1900 West  
                                  Roy, Utah 84067

Notices given in the foregoing manner shall be deemed properly served or given: (i) upon receipt if by hand delivery; (ii) on the third business day (excluding Saturday, Sunday and legal holidays) after the date so mailed; (iii) on the second business day (excluding Saturday, Sunday and legal holidays) after the date sent by nationally recognized courier service; or (iv) on the date of receipt if sent by fax or email, but only if both (a) confirmed by answer-back or read receipt, and (b) confirmed by sending a copy of the notice by U.S. mail promptly after transmission of the fax or email.

15.    No Broker. The City and the Applicant separately represent and warrant that there are no brokers involved in the transactions and that no commissions shall be paid as the result of the Parties consummating the transactions contemplated by this Agreement. The Parties further agreed to indemnify defend and hold the other Party harmless from any claims or causes of action relating to real estate broker or agent fees and commissions claim to be owed by a third party as the result of any agreement, written or other otherwise, entered into by one of the Parties that is not disclosed herein.

16.    Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter contained in it and supersedes all prior or contemporaneous agreements, representations and understanding of the Parties and/or their representatives. No waiver of any of the provisions of the Agreement shall be deemed, nor shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No supplement, modification or amendment of the Agreement nor any waiver of any provision shall be binding unless executed in writing by all the Parties.

17.    Further Assurances. Each Party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section shall survive Closing.

18.    Assignment. No assignment of this Agreement or a Party's obligations or duties under this Agreement may be made without the written consent of the other Parties to this Agreement.

19.    Binding Agreement. This Agreement shall be binding upon and shall inure to the

benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

20. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next business day. The last day of any period of time described herein shall be deemed to end at 5:00 PM Mountain Standard Time.

21. Choice of Law/Venue/Jurisdiction and Attorneys' Fees. The laws of the State of Utah shall apply to the interpretation, construction and enforcement of this Agreement. In the event any legal action is commenced to enforce this Agreement, jurisdiction and venue shall be properly placed in the 2nd District Court, in and for Weber County, State of Utah and not in any federal court. Furthermore, in the event any legal action is commenced to enforce this Agreement, the prevailing Party shall be entitled to recover all costs incurred and reasonable legal fees (including attorney's fees).

22. Counterparts and Facsimile Signatures. This Agreement may be executed by counterpart and facsimile or email signatures. A set of counterparts containing the signatures of all Parties hereto shall have the same effect as a single Agreement containing the original signatures of all Parties.

23. Default. Time is agreed to be of the essence. In the event either Party fails to comply with any of the material terms hereof, then the other Party may declare a default if such failure continues for a period of ten (10) days after the non-complying Party receives written notice specifying the nature thereof; provided, however, in the event such failure cannot, in the exercise of reasonable diligence, reasonably be cured within such ten (10) day period, such failure shall not be considered a default, provided the non-complying Party commences the cure within the ten (10) day period and continues to exercise reasonable diligence to complete the cure. If any default under this Agreement shall occur and the defaulting Party fails to cure the same within the expected curative time period herein provided, the other Party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any Party in exercising any remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein.

24. Joint Preparation. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

25. Severability. If any provision or term of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the



remainder of this Agreement or the application of such provision or term to persons or circumstances other than those as 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 enforced to the fullest extent permitted by law.

26. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or business entity other than the Parties and their respective successors and permitted assigns.

27. Headings. The Section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

28. Payment of Expenses. Except as otherwise expressly provided herein, the Applicant, on one hand, and the City, on the other hand, shall bear all of its own expenses (including, without limitation, attorney's fees) incurred in connection with the preparation, negotiation, execution, delivery or performance of the Agreement.

IN WITNESS HEREOF, the undersigned have executed this Agreement as of the Effective Date

**THE APPLICANT:**

STEWARD LAND CO.  
a Utah corporation

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Brad Brown, Managing Partner

**CITY:**

ROY CITY  
a Utah municipal corporation

Attest:

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Robert Dandoy, Mayor

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Brittany Fowers, Roy City Recorder

**EXHIBIT A**  
(To Real Estate Exchange and Purchase Agreement)

*Depiction of Applicant Property*

**[To Be Inserted Prior to Closing]**

**EXHIBIT B**  
(To Real Estate Exchange and Purchase Agreement)

*Legal Description of City Property*

**Parcel 08-022-0044**

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF 4000 SOUTH STREET AND THE EAST LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD RIGHT OF WAY, SAID POINT BEING SOUTH 89°53'27" EAST 1784.48 FEET AND NORTH 0°06'33" EAST 33.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, AND RUNNING THENCE NORTH 34°21'21" EAST ALONG THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 1602.22 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, THENCE SOUTH 0°25'33" WEST ALONG SAID QUARTER SECTION LINE, 616.03 FEET, TO THE WESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, THENCE SOUTH 43°00'33" WEST ALONG SAID RAILROAD RIGHT OF WAY, 41.41 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF ROY CITY PROPERTY, THENCE WESTERLY, SOUTHERLY & EASTERLY ALONG SAID ROY CITY PROPERTY THE FOLLOWING THREE (3) COURSES AND DISTANCES: NORTH 46°56'44" WEST 260.50 FEET, SOUTH 31°23'57" WEST 766.62 FEET AND SOUTH 89°53'29" EAST 145.00 FEET, TO THE WESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTH 43°00'33" WEST, ALONG SAID RAILROAD RIGHT OF WAY, 273.62 FEET, TO THE NORTH LINE OF 4000 SOUTH STREET; THENCE NORTH 89°53'27" WEST ALONG SAID NORTH LINE 239.96 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THE "WEBER COUNTY TO SALT LAKE COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT, BEING PART OF THE GRANTORS PROPERTY DEFINED IN THAT CERTAIN WARRANTY DEED, RECORDED NOVEMBER 14, 2002, AS ENTRY 1889296, BOOK 2285, PAGE 1372, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD, SAID POINT BEING SOUTH 89°51'48" WEST 635.05 FEET ALONG THE SECTION LINE AND NORTH 00°00'00" WEST 42.17 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE 65.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 8644.40 FEET, THROUGH A CENTRAL ANGLE OF 00°26'15" (LONG CHORD= NORTH 40°17'48" EAST 65.99 FEET) THENCE SOUTH 85°15'11" WEST 12.18 FEET, THENCE SOUTH 35°26'57" WEST 30.11 FEET, THENCE SOUTH 27°48'41" WEST 28.04 FEET TO THE POINT OF BEGINNING. (E# 2137319)

**Parcel 08-022-0018**

PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD RIGHT-OF-WAY, SAID POINT BEING NORTH 89°48' EAST 2024.45 FEET AND NORTH 0°12' WEST 33 FEET AND NORTH 42°42' EAST 273.62 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, RUNNING THENCE NORTH 42°42' EAST 652.00 FEET, THENCE NORTH 47°15' WEST 260.50 FEET, THENCE SOUTH 31°05'24" WEST 766.26 FEET, THENCE NORTH 89°48' EAST 145 FEET

TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES UPON THE FOLLOWING DESCRIBED PORTION THEREOF: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE NORTH LINE OF 4000 SOUTH STREET AND THE WEST LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY SOUTH 89°48' WEST 684.28 FEET AND NORTH 42°42' EAST 45.04 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, RUNNING THENCE SOUTH 89°48' WEST 81.90 FEET, THENCE NORTH 42°42' EAST 273.62 FEET TO THE HOLDING POND PROPERTY, THENCE NORTH 89°48' EAST 81.90 FEET TO THE SAID WEST LINE OF THE RAILROAD PROPERTY, THENCE SOUTH 42°42' WEST 273.62 FEET ALONG SAID RAILROAD-RIGHT-OF-WAY TO THE NORTH LINE OF 4000 SOUTH. ALSO: TOGETHER WITH A UTILITY EASEMENT FOR INGRESS, EGRESS AND UTILITIES UPON THE FOLLOWING DESCRIBED PORTION THEREOF; A 20 FOOT WIDE PIPELINE EASEMENT BEING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER-LINE: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD SOUTH 89°48' WEST 684.28 FEET AND NORTH 42°42' EAST 305.01 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, RUNNING THENCE SOUTH 89°48' WEST 190 FEET, THENCE NORTH 56°05' WEST 85 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE D & RGW RAILROAD. ALSO TOGETHER WITH AN EASEMENT 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SECTION LINE SOUTH 89°45'47" WEST 814.02 FEET, RUNNING THENCE NORTH 69°39'52" EAST 137.86 FEET, THENCE NORTH 38°04'52" EAST 238.15 FEET. (1444-387).

**EXHIBIT C**  
(To Real Estate Exchange and Purchase Agreement)  
*Special Warranty Deed – City Property*

WHEN RECORDED RETURN TO:  
Steward Land Co.  
2444 Washington Blvd.  
Ogden, UT 84401

Parcel Identification Numbers: 08-022-0044 and 08-022-0018

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**SPECIAL WARRANTY DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **Roy City Corporation, a body politic of the State of Utah** (“Grantor”), hereby conveys and warrants against all who claim by, through or under Grantor to **Steward Land Co., a Utah corporation** (“Grantee”), whose address is 2444 Washington Blvd. Ogden, UT 84401, all that certain real property located in the County of Salt Lake, State of Utah, and being more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference (“**Property**”).

Parcels 08-022-0044 and 08-022-0018

TOGETHER WITH all improvements, structures, easements, tenements, hereditaments on or appurtenant to the Property.

SUBJECT TO (i) current and future taxes and assessments and (ii) Covenants, Conditions, Restrictions, Rights-of-Way, Easements, Leases and Reservations now of Record

Witness the hand of said Grantor, this \_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

**Roy City Corporation**  
a body politic of the State of Utah

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH                                 )  
  :ss  
COUNTY OF WEBER                         )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me Robert Dandoy, Mayor of Roy City Corporation, the signer of the within instrument, who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

EXHIBIT "1"

TO

SPECIAL WARRANTY DEED

**Parcel 08-022-0044**

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF 4000 SOUTH STREET AND THE EAST LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD RIGHT OF WAY, SAID POINT BEING SOUTH 89°53'27" EAST 1784.48 FEET AND NORTH 0°06'33" EAST 33.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, AND RUNNING THENCE NORTH 34°21'21" EAST ALONG THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 1602.22 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, THENCE SOUTH 0°25'33" WEST ALONG SAID QUARTER SECTION LINE, 616.03 FEET, TO THE WESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, THENCE SOUTH 43°00'33" WEST ALONG SAID RAILROAD RIGHT OF WAY, 41.41 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF ROY CITY PROPERTY, THENCE WESTERLY, SOUTHERLY & EASTERLY ALONG SAID ROY CITY PROPERTY THE FOLLOWING THREE (3) COURSES AND DISTANCES: NORTH 46°56'44" WEST 260.50 FEET, SOUTH 31°23'57" WEST 766.62 FEET AND SOUTH 89°53'29" EAST 145.00 FEET, TO THE WESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTH 43°00'33" WEST, ALONG SAID RAILROAD RIGHT OF WAY, 273.62 FEET, TO THE NORTH LINE OF 4000 SOUTH STREET; THENCE NORTH 89°53'27" WEST ALONG SAID NORTH LINE 239.96 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THE "WEBER COUNTY TO SALT LAKE COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT, BEING PART OF THE GRANTORS PROPERTY DEFINED IN THAT CERTAIN WARRANTY DEED, RECORDED NOVEMBER 14, 2002, AS ENTRY 1889296, BOOK 2285, PAGE 1372, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD, SAID POINT BEING SOUTH 89°51'48" WEST 635.05 FEET ALONG THE SECTION LINE AND NORTH 00°00'00" WEST 42.17 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE 65.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 8644.40 FEET, THROUGH A CENTRAL ANGLE OF 00°26'15" (LONG CHORD= NORTH 40°17'48" EAST 65.99 FEET) THENCE SOUTH 85°15'11" WEST 12.18 FEET, THENCE SOUTH 35°26'57" WEST 30.11 FEET, THENCE SOUTH 27°48'41" WEST 28.04 FEET TO THE POINT OF BEGINNING. (E# 2137319)

**Parcel 08-022-0018**

PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD RIGHT-OF-WAY,

SAID POINT BEING NORTH 89°48' EAST 2024.45 FEET AND NORTH 0°12' WEST 33 FEET AND NORTH 42°42' EAST 273.62 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, RUNNING THENCE NORTH 42°42' EAST 652.00 FEET, THENCE NORTH 47°15' WEST 260.50 FEET, THENCE SOUTH 31°05'24" WEST 766.26 FEET, THENCE NORTH 89°48' EAST 145 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES UPON THE FOLLOWING DESCRIBED PORTION THEREOF: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE NORTH LINE OF 4000 SOUTH STREET AND THE WEST LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY SOUTH 89°48' WEST 684.28 FEET AND NORTH 42°42' EAST 45.04 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, RUNNING THENCE SOUTH 89°48' WEST 81.90 FEET, THENCE NORTH 42°42' EAST 273.62 FEET TO THE HOLDING POND PROPERTY, THENCE NORTH 89°48' EAST 81.90 FEET TO THE SAID WEST LINE OF THE RAILROAD PROPERTY, THENCE SOUTH 42°42' WEST 273.62 FEET ALONG SAID RAILROAD-RIGHT-OF-WAY TO THE NORTH LINE OF 4000 SOUTH. ALSO: TOGETHER WITH A UTILITY EASEMENT FOR INGRESS, EGRESS AND UTILITIES UPON THE FOLLOWING DESCRIBED PORTION THEREOF; A 20 FOOT WIDE PIPELINE EASEMENT BEING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER-LINE: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD SOUTH 89°48' WEST 684.28 FEET AND NORTH 42°42' EAST 305.01 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, RUNNING THENCE SOUTH 89°48' WEST 190 FEET, THENCE NORTH 56°05' WEST 85 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE D & RGW RAILROAD. ALSO TOGETHER WITH AN EASEMENT 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SECTION LINE SOUTH 89°45'47" WEST 814.02 FEET, RUNNING THENCE NORTH 69°39'52" EAST 137.86 FEET, THENCE NORTH 38°04'52" EAST 238.15 FEET. (1444-387).



**EXHIBIT D**

(To Real Estate Exchange and Purchase Agreement)

***Special Warranty Deed – Applicant Property***

**[To Be Inserted Prior to Closing]**

## **RESOLUTION NO. 25-31**

### **A Resolution of the Roy City Council Authorizing Exchange of Certain Real Property as Consistent with State Law and Policy and Authorizing the Execution of a Real Estate Exchange and Purchase Agreement to Exchange Certain Real Property; and Providing an Effective Date.**

**WHEREAS**, the City of Roy (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and

**WHEREAS**, Utah Code Ann. § 10-8-2 provides, among other things, that a city council may purchase, receive, hold, sell, lease, convey, and dispose of real and personal property for the benefit of the city; and do any thing in relation to this property that an individual could do; and

**WHEREAS**, the City Council finds that the public convenience and necessity no longer requires that the City continue to own a certain piece of real property, and would be benefitted by exchanging a parcel of property to receive an enhanced detention pond with increased storage capacity; and

**WHEREAS**, the City has entered into negotiations with Camino Real LLC to pay for all improvements to the detention pond located on Parcel No. 08-031-0061 and Camino Real, LLC has agreed to pay for all improvements to said detention pond;

**NOW, THEREFORE**, the Roy City Council hereby resolves to exchange certain real property to receive the benefit of increased capacity and longevity to a detention pond, and authorizes the execution of a Real Estate Exchange and Purchase Agreement, attached as Exhibit “A” and incorporated herein by this reference, to exchange said real property.

#### **SECTION I – APPROVAL**

The Real Estate and Purchase Agreement attached as Exhibit A is hereby approved.

#### **SECTION II – REPEALER CLAUSE**

All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

#### **SECTION II – DATE OF EFFECT**

This Resolution shall be effective immediately after publication or posting as required by law.

Passed this 2nd day of December 2025.

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Robert Dandoy  
Mayor

Attested and Recorded:

---

Brittany Fowers  
City Recorder

This Resolution has been approved by the following vote of the Roy City Council:

Councilmember Paul \_\_\_\_\_

Councilmember Scadden \_\_\_\_\_

Councilmember Saxton \_\_\_\_\_

Councilmember Wilson \_\_\_\_\_

Councilmember Jackson \_\_\_\_\_

## **EXHIBIT “A”**

## **EXHIBIT “B”**

**REAL ESTATE  
EXCHANGE AND  
PURCHASE  
AGREEMENT**

THIS REAL ESTATE EXCHANGE AND PURCHASE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between Robert Barnes and Camino Real, LLC, a Utah limited liability company (collectively the “Applicant”), and Roy City, a Utah municipal corporation (the “City”). Throughout this Agreement, the Applicant and the City may be referred to herein individually as a “Party” or collectively as the “Parties”.

**RECITALS**

A. WHEREAS, Applicant is the legal title holder to parcels of property referred to as Parcel No’s. 080310041, 080310013, and 086360006 as more particularly depicted on ***Exhibit A*** attached hereto and incorporated herein by this reference (the “Applicant Property”).

B. WHEREAS, the City presently holds legal title a parcel of property referred to as Parcel No. 080310061 as more particularly described on ***Exhibit B*** attached hereto and incorporated herein by this reference (the “City Property”), which is adjacent to the eastern edge of the Applicant Property as depicted in Exhibit A.

C. WHEREAS, the City desires to enlarge the holding capacity and infrastructure of the detention pond to better serve the citizens of Roy and ensure adequate retention of water.

D. WHEREAS, the Applicant desires to develop the properties as a mixed-use development to maximize the use of the Applicant Property.

E. WHEREAS, the Applicant has agreed to upgrade the detention pond on the City Property in exchange for a transfer of the City Property to Applicant, subject to the terms and conditions set forth herein.

F. WHEREAS, the Parties have negotiated, discussing various terms, and desire to create one final expression of the agreed upon terms of these transactions.

**AGREEMENT**

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Transfer of City Property. In consideration of the City’s obligations under this Agreement, the Parties hereby agree to have the City transfer and convey title to the City

Property to the Applicant. The transfer of the City Property shall be made via a Special Warranty Deed in the form attached hereto as ***Exhibit C***.

2. Consideration. As consideration for the City Property, the Applicant agrees to upgrade the detention pond to increase the capacity and upgrade the infrastructure of said detention pond (the “Intangible Consideration”).

3. Upgrades of Detention Pond. The Applicant shall construct and install all upgrades to the Detention Pond on City Property as described in ***Exhibit D***, attached hereto and incorporated herein by this reference, within 18 months of closing. The detention pond shall be constructed and installed in accordance with all Roy City standards and inspected and approved by the Roy City Public Works Director or his designee.

4. Reverter Interests. If Applicant does not begin construction on the City Property within 12 months from the date of closing or 15 months after the execution of this Agreement, ownership of the City Property shall automatically revert to the City, or their successors in interest, and the Applicant Property shall automatically revert to the Applicant, or their successors in interest. This reversion shall occur without the need for any further action or legal proceedings by the original owners, and title to the property shall immediately vest in the original owners or their successors upon the expiration of the twelve-month period without commencement of construction.

5. Title Insurance. The Applicant, at their sole cost and expense shall obtain an owner’s policy of title insurance for the City Property.

6. Representations and Warranties of the Applicant. The Applicant hereby makes the following representations and warranties to the City:

a. Authority. The Applicant has all requisite power and authority to enter into and to perform the terms of this Agreement. The Applicant has taken all action required by law, Camino Real, LLC’s articles of organization, operating agreement or otherwise to authorize the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by the Applicant and no other company or individual action is necessary. The person signing this Agreement on behalf of Camino Real, LLC is authorized to do so.

b. Binding Obligations. This Agreement and all other documents delivered by the Applicant to the City have been and will be duly authorized, executed and delivered by Camino Real, LLC and constitute legal, valid and binding obligations of the Applicant (assuming the same constitute legal, valid binding obligations of the City).

c. Foreign Persons. The Applicant is not a “foreign person,” as that term is defined in Section 1445 of the U.S. Internal Revenue Code of 1986, as amended.

- d. No Warranties from the City. The Applicant acknowledges that the City has made no warranties, representations or guarantees regarding the City Property, the condition of the City Property or the fitness of the City Property for any particular use or purpose, except for the warranties expressly made in this Agreement.

The representations and warranties of the Applicant made in this Section shall survive termination or consummation of the transaction contemplated by this Agreement.

7. City's Representations and Warranties. The City hereby makes the following representations and warranties to the Applicant:

- a. Authority. The City has all requisite power and authority to enter into and to perform the terms of this Agreement.

- b. Binding Obligations. This Agreement and all other documents delivered by the City to the Applicant have been and will be duly authorized, executed and delivered by the City and constitute legal, valid and binding obligations of the City (assuming the same constitute legal, valid binding obligations of the Applicant).

- c. Title to City Property. The City has good and marketable title to the City Property. Upon the Close of Escrow, the City Property will not be subject to any mortgage, pledge, lien, security interest, encumbrance, restriction, variance, charge or limitation of any kind.

- d. Litigation. The City is not involved in, nor is the City aware of, any proceeding or threatened litigation, administrative or governmental proceeding or investigation, or pending or threatened condemnation or eminent domain proceeding, relating to or otherwise affecting the City Property.

- e. Mechanics' Liens. There are no unsatisfied mechanics' or materialman's lien rights concerning the City Property.

- f. Condition of City Property; No Warranties. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE CONDITION OF THE CITY PROPERTY OR ITS SUITABILITY FOR THE APPLICANTS' DESIRED USES.

The representations and warranties of the City made in this Section shall survive termination or consummation of the transaction contemplated by this Agreement.

8. Closing. The Escrow is to close ("Close of Escrow" or "Closing") at a date and time mutually acceptable to the Parties, provided that the Closing shall be no later than 120 days after execution of this Agreement unless the Parties agree in writing to an extension of time. Title and ownership of the City Property shall transfer from the City to the Applicant, at Close of Escrow. The Parties shall deliver the following, at Close of Escrow:

- a. By the Applicant.



- i. The Intangible Consideration in cash or other immediately available funds.
- b. By the City. The City shall deliver a special warranty deed conveying title to the City Property to Robert Barnes, individually.

The Applicant and the City shall each pay one half of customary closing costs as is normal in Weber County, Utah, except that the Applicant shall be responsible to pay for one hundred percent (100%) of the costs of any owner's policy of title insurance for the City Property. At the Close of Escrow, each of the Parties shall deliver to the Escrow Company such sums, instruments and documents as are required by this Agreement and each Party shall do all of the things reasonably necessary to close this transactions and carry out the purpose and intent of this Agreement. Taxes, insurance, rents and any other charges of a like kind or nature relating to the subject parcels of property shall be prorated as of the date of the Close of Escrow.

9. Conditions to Applicant's Obligations to Close. The Applicants' obligation to consummate the transactions to be performed in connection with the Closing is subject to satisfaction of the following conditions:

- a. The representations and warranties set forth in Section 8 above shall be true and correct in all material respects at and as of the Closing of Escrow, except to the extent that such representations and warranties are qualified by the term "material," in which case such representations and warranties (as so written, including the term "material") shall be true and correct in all respects at and as of the Closing of Escrow;
- b. The City shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," in which case the City shall have performed and complied with all of such covenants (as so written, including the term "material") in all respects through the Closing; and
- c. All actions to be taken by the City in connection with consummation of the transactions contemplated hereby and all certificates, instruments, and other documents required to effect the transactions contemplated hereby shall be satisfactory in form and substance to Applicant.

The Applicant may waive any condition specified in this Section 10 if it executes a writing so stating at or prior to the Closing.

10. Conditions to the City's Obligations to Close. The City's obligation to consummate the transactions to be performed in connection with the Closing is subject to satisfaction of the following conditions:

- a. The representations and warranties set forth in Section 7 above shall be true and correct in all material respects at and as of the Closing of Escrow, except to the extent that such representations and warranties are qualified by the term “material,” in which case such representations and warranties (as so written, including the term “material”) shall be true and correct in all respects at and as of the Closing of Escrow;
- b. The Applicant shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term “material,” in which case the Applicant should have performed and complied with all of such covenants (as so written, including the term “material”) in all respects through the Closing;
- c. All actions to be taken by the Applicant in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to the City.

The City may waive any condition specified in this Section 11 if it executes a writing so stating at or prior to the Closing.

11. Contingency of Transfer. Any transfer of property, both City Property and Applicant Property, is contingent upon the following conditions:

- a. Approval of this Agreement and the associated Development Agreement by the Roy City Council; and
- b. Applicant’s Storm Water Management System must be planned and constructed to City standards and inspected and approved by City.

12. Risk of Loss. All risk of loss and destruction of the City Property and expenses of insurance shall be borne by the City until the Close of Escrow, except as otherwise specified herein.

13. Escrow Instructions. Unless otherwise provided for herein, this Agreement shall constitute the instructions to Escrow Company. In the event Escrow Company utilizes its own standard pre- printed escrow instructions (the “Escrow Instructions”) the Parties shall promptly execute the same after preparation. The Parties expressly acknowledge that the Escrow Instructions shall not supersede, modify or amend any of the terms of this Agreement, and in the event of any conflict of ambiguity between any of the terms of this Agreement and those of the Escrow Instructions, the terms of this Agreement shall in all instances govern and control. Notwithstanding the preceding sentences, the failure of any Party to execute the Escrow Instructions shall not invalidate this Agreement or affect the duties, obligations or responsibilities of the Parties hereunder.

14. Notices. All notices required hereunder shall be in writing and shall be delivered

personally to the person for whom intended or sent by: (a) registered or certified U.S. Mail, postage prepaid, return receipt requested; or (b) a nationally recognized courier service; or (c) fax or email transmission, addressed to the persons for whom intended at the respective addresses noted below or such other addresses as they may theretofore have specified by like notice:

To Applicant: Camino Real, LLC  
Attn.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the City: Roy City.  
Attn: City  
Recorder  
5051 South 1900  
West  
Roy, Utah 84067

Notices given in the foregoing manner shall be deemed properly served or given: (i) upon receipt if by hand delivery; (ii) on the third business day (excluding Saturday, Sunday and legal holidays) after the date so mailed; (iii) on the second business day (excluding Saturday, Sunday and legal holidays) after the date sent by nationally recognized courier service; or (iv) on the date of receipt if sent by fax or email, but only if both (a) confirmed by answer-back or read receipt, and (b) confirmed by sending a copy of the notice by U.S. mail promptly after transmission of the fax or email.

15. No Broker. The City and the Applicant separately represent and warrant that there are no brokers involved in the transactions and that no commissions shall be paid as the result of the Parties consummating the transactions contemplated by this Agreement. The Parties further agreed to indemnify defend and hold the other Party harmless from any claims or causes of action relating to real estate broker or agent fees and commissions claim to be owed by a third party as the result of any agreement, written or other otherwise, entered into by one of the Parties that is not disclosed herein.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter contained in it and supersedes all prior or contemporaneous agreements, representations and understanding of the Parties and/or their representatives. No waiver of any of the provisions of the Agreement shall be deemed, nor shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No supplement, modification or amendment of the Agreement nor any waiver of any provision shall be binding unless executed in writing by all the Parties.

17. Further Assurances. Each Party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section shall survive Closing.

18. Assignment. No assignment of this Agreement or a Party's obligations or duties under this Agreement may be made without the written consent of the other Parties to this Agreement.

19. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

20. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next business day. The last day of any period of time described herein shall be deemed to end at 5:00 PM Mountain Standard Time.

21. Choice of Law/Venue/Jurisdiction and Attorneys' Fees. The laws of the State of Utah shall apply to the interpretation, construction and enforcement of this Agreement. In the event any legal action is commenced to enforce this Agreement, jurisdiction and venue shall be properly placed in the 2nd District Court, in and for Weber County, State of Utah and not in any federal court. Furthermore, in the event any legal action is commenced to enforce this Agreement, the prevailing Party shall be entitled to recover all costs incurred and reasonable legal fees (including attorney's fees).

22. Counterparts and Facsimile Signatures. This Agreement may be executed by counterpart and facsimile or email signatures. A set of counterparts containing the signatures of all Parties hereto shall have the same effect as a single Agreement containing the original signatures of all Parties.

23. Default. Time is agreed to be of the essence. In the event either Party fails to comply with any of the material terms hereof, then the other Party may declare a default if such failure continues for a period of ten (10) days after the non-complying Party receives written notice specifying the nature thereof; provided, however, in the event such failure cannot, in the exercise of reasonable diligence, reasonably be cured within such ten (10) day period, such failure shall not be considered a default, provided the non-complying Party commences the cure within the ten (10) day period and continues to exercise reasonable diligence to complete the cure. If any default under this Agreement shall occur and the defaulting Party fails to cure the same within the expected curative time period herein provided, the other Party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any Party in exercising any remedies or power accruing upon any event of default shall impair any remedies or

power or shall be construed to be a waiver of any event of default or any acquiescence therein.

24. Joint Preparation. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

25. Severability. If any provision or term of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision or term to persons or circumstances other than those as 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 enforced to the fullest extent permitted by law.

26. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or business entity other than the Parties and their respective successors and permitted assigns.

27. Headings. The Section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

28. Payment of Expenses. Except as otherwise expressly provided herein, the Applicant, on one hand, and the City, on the other hand, shall bear all of its own expenses (including, without limitation, attorney's fees) incurred in connection with the preparation, negotiation, execution, delivery or performance of the Agreement.

IN WITNESS HEREOF, the undersigned have executed this Agreement as of the Effective Date

**THE APPLICANT:**

CAMINO REAL, LLC  
a Utah limited liability company

ROBERT BARNES

---

Robert Barnes, Manager

---

Robert Barnes, Individually

**CITY:**

ROY CITY  
a Utah municipal corporation

Attest:

---

Robert Dandoy, Mayor

---

Brittany Fowers, Roy City Recorder

**EXHIBIT A**  
(To Real Estate Exchange and Purchase Agreement)

***Depiction of Applicant Property***

**[To Be Inserted Prior to Closing]**

**EXHIBIT B**  
(To Real Estate Exchange and Purchase Agreement)

***Legal Description of City Property***

**Parcel 08-031-0061**

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U. S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 3, NORTH 0°00'45" WEST 576.6 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3 AND RUNNING THENCE NORTH 86°06'30" WEST 337.3 FEET, TO THE EASTERLY FENCE LINE OF MIDLAND DRIVE; THENCE ALONG SAID EASTERLY FENCE LINE NORTH 37°47' EAST 103.7 FEET THENCE NORTH 88°30' EAST 273.1 FEET TO THE FENCE LINE ALONG THE EAST LINE OF SAID SECTION 3, THENCE SOUTH 0°00'45" EAST ALONG SAID FENCE 112 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THE WIDENING OF SR-108 (MIDLAND DRIVE) KNOWN AS PROJECT NO. S-0108(30)11, BEING PART OF AND ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHEAST 1/4 SOUTHEAST 1/4 SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, BEING 576.60 FEET NORTH 00°00'45" WEST ALONG THE SECTION LINE AND 337.30 FEET NORTH 86°06'30" WEST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT FROM THE SOUTHEAST CORNER OF SAID SECTION 3, AND RUNNING THENCE NORTH 37°47'00" EAST 103.70 FEET ALONG THE EXISTING HIGHWAY RIGHT OF WAY LINE OF SR-108 (MIDLAND DRIVE) TO THE NORTHWEST CORNER OF SAID ENTIRE TRACT, THENCE NORTH 88°30'00" EAST 39.22 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 10055.00 FEET AT A POINT 55.00 FEET PERPENDICULARLY DISTANT SOUTHEASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID SR-108 (MIDLAND DRIVE) OPPOSITE APPROXIMATE ENGINEERS STATION 545+89.12, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 108.95 FEET, CHORD DIRECTION BEARS SOUTH 38°24'48" WEST 108.95 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT THENCE NORTH 89°06'30" WEST 35.13 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING. AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 3161 SQUARE FEET IN AREA OF 0.073 ACRE (E# 2690157)



**EXHIBIT C**  
(To Real Estate Exchange and Purchase Agreement)  
*Special Warranty Deed – City Property*

Parcel Identification Numbers: 08-031-0061

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me Robert Dandoy, Mayor of Roy City Corporation, the signer of the within instrument, who duly acknowledged to me that

he executed the same.

---

Notary Public

EXHIBIT "1"

TO

SPECIAL WARRANTY DEED

**Parcel 08-031-0061**

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U. S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 3, NORTH 0°00'45" WEST 576.6 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3 AND RUNNING THENCE NORTH 86°06'30" WEST 337.3 FEET, TO THE EASTERLY FENCE LINE OF MIDLAND DRIVE; THENCE ALONG SAID EASTERLY FENCE LINE NORTH 37°47' EAST 103.7 FEET THENCE NORTH 88°30' EAST 273.1 FEET TO THE FENCE LINE ALONG THE EAST LINE OF SAID SECTION 3, THENCE SOUTH 0°00'45" EAST ALONG SAID FENCE 112 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THE WIDENING OF SR-108 (MIDLAND DRIVE) KNOWN AS PROJECT NO,S-0108(30)11, BEING PART OF AND ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHEAST 1/4 SOUTHEAST 1/4 SECTION 3, TOWNSHIP5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, BEING 576.60 FEET NORTH 00°00'45" WEST ALONG THE SECTION LINE AND 337.30 FEET NORTH 86°06'30" WEST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT FROM THE SOUTHEAST CORNER OF SAID SECTION 3, AND RUNNING THENCE NORTH 37°47'00" EAST 103.70 FEET ALONG THE EXISTING HIGHWAY RIGHT OF WAY LINE OF SR-108 (MIDLAND DRIVE) TO THE NORTHWEST CORNER OF SAID ENTIRE TRACT, THENCE NORTH 88°30'00" EAST 39.22 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 10055.00 FEET AT A POINT 55.00 FEET PERPENDICULARLY DISTANT SOUTHEASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID SR-108 (MIDLAND DRIVE) OPPOSITE APPROXIMATE ENGINEERS STATION 545+89.12, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 108.95 FEET, CHORD DIRECTION BEARS SOUTH 38°24'48" WEST 108.95 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT THENCE NORTH 89°06'30" WEST 35.13 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING. AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 3161 SQUARE FEET IN AREA OF 0.073 ACRE (E# 2690157)

**EXHIBIT D**

(To Real Estate Exchange and Purchase Agreement)

***Detention Pond Upgrade Drawings***

**[To Be Inserted Prior to Closing]**