



WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, July 14, 2026, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Lars Nordfelt
4. Special Recognitions
5. Approval of Minutes:
 - A. June 23, 2026
6. Awards, Ceremonies and Proclamations:
 - A. Recognition of WestFest Committee Members
7. Public Comment Period:

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

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

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once. Comments shall be limited to City business and matters within the purview of the City Council. Speakers should not expect any debate with the Mayor, City Council or City Staff. The Mayor, City Council or City Staff may respond after the comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

8. Resolutions:

- A. 26-77: Adopt a Resolution and Statement of Intent and Authorize the City to Enter into a Master Lease-Purchase Agreement, Escrow Agreement, and Execute Related Documents
- B. 26-78: Approve an Amendment to a Development Agreement Between the City, Village at River's Edge, LLC, and Village Townhomes at River's Edge, LLC.

9. Consent Agenda:

- A. Reso 26-79: Ratify the City Manager's Appointment of Steve Lehman to the West Valley City Planning Commission as an Alternate Member for a Term from July 14, 2026 to June 30, 2029
- B. Reso 26-80: Authorize the City to Enter into a Right-of-Way Purchase Agreement and Accept a Temporary Construction Easement and Warranty Deed With and From Marisol Olayo for Property Located at 6921 West 3500 South

C. Reso 26-81: Authorize the City to Enter into a Right-of-Way Purchase Agreement and Accept a Temporary Construction Easement and Warranty Deed With and From Barry Richins for Property Located at 7015 West 3500 South

D. Reso 26-82: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Victor M. Robles Herrera for Property Located at 6949 West 3500 South

10. Motion for Closed Session (if necessary)

11. Adjourn



WEST VALLEY CITY

City Council Regular Meeting Minutes

June 23, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, JUNE 23, 2026 AT 6:30 P.M. AT WEST VALLEY CITY HALL, COUNCIL CHAMBERS, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH.

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

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
Cindy Wood, Councilmember District 4 (*electronically*)

ABSENT:

Lars Nordfelt, Councilmember At-Large
William Whetstone, Councilmember District 3

STAFF PRESENT:

Ifo Pili, City Manager
Tera Smith, Deputy City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Craig Thomas, Community and Culture Director (*electronically*)
Paula Melgar, HR Director (*electronically*)
Tumi Young, Chief Code Enforcement Officer
Travis Crosby, IT
Travis Aiono, Marketing Manager

OPENING CEREMONY- MAYOR LANG

Mayor Lang asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD JUNE 9, 2026

The Council considered the Minutes of the Regular Meeting held June 9, 2026. There were no changes, corrections or deletions.

Councilmember Don Christensen moved to approve the Minutes of the Regular Meeting held June 9, 2026. Councilmember Tom Huynh seconded the motion.

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

AWARDS, CEREMONIES, AND PROCLAMATIONS

A. RECOGNITION OF GRADUATED YOUTH CITY COUNCIL MEMBERS

Travis Aiono, Public Relations, introduced the Youth City Council members and reported that active membership had grown from five members to 40 over the past year. He noted that 14 graduating seniors were members this year. Members represent Hunter, Granger, APA, Cyprus, and West High Schools.

Mr. Aiono stated that the Youth City Council focused heavily on civic engagement among their peers during the year. The council organized and hosted several youth social clubs at City Hall, attracting an average of 300–400 students per event. Members also participated in the Day of the Legislator at the State Capitol in January and volunteered at every WVC Is Me event.

All members in attendance had previously received certificates recognizing their service. Those present shook hands with officials seated on the dais and posed for a photograph with the Mayor and City Council.

PUBLIC COMMENT PERIOD

Joel Poppleton with the Salt Lake County Library spoke regarding the library's Summer Reading Program. The free program is open to participants of all ages and encourages reading, creating, learning, playing, and connecting. Participants who complete the program can earn a free book, an entry into prize drawings, and a coupon sheet for local attractions. A second-round participation option is also available.

Jim Vesock spoke regarding the focus of a 40-year plan. He noted that, over the last few months, six homes in his neighborhood have required sewer and water line replacements due to damage caused by trees planted in front yards. Mr. Vesock stated that the City requires a tree to be planted in the front yard and suggested that a standard be established requiring trees to be planted a sufficient distance from utility lines to help prevent future infrastructure issues. Mr. Vesock also reported that

he spoke with vendors at WestFest on Saturday. According to the vendors, they were dissatisfied that they were not permitted to open until 1:00 p.m., despite hundreds of people being present following the parade and suggesting that vendors should have been allowed to open as early as 10:00 a.m. He also relayed concerns regarding the number of informational booths compared to retail vendor booths.

Grace Gallagher expressed her gratitude for the installation of speed bumps on Deno Drive, noting that they have improved safety on the road.

Upon inquiry by Mayor Lang, there were no further speakers for the public comment period; therefore, the public comment period was closed.

Council had no further comments.

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING TOTAL COMPENSATION INCREASE OF MUNICIPAL EXECUTIVE OFFICERS FOR FISCAL YEAR 2026-2027

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 23, 2026 in order for the City Council to hear and consider public comments regarding Total Compensation Increase of Municipal Executive Officers for Fiscal Year 2026-2027.

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

B. ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-2-2026, FILED BY VAN TRUST REAL ESTATE, REQUESTING A GENERAL PLAN CHANGE FROM LARGE LOT RESIDENTIAL (2-3 UNITS/ACRE) TO LIGHT MANUFACTURING AND A ZONE CHANGE FROM A (AGRICULTURAL, MINIMUM LOT SIZE 1/2 ACRE) AND A-1 (AGRICULTURAL, MINIMUM LOT SIZE 1 ACRE) TO M (MANUFACTURING) AND C-3 (TRANSITIONAL COMMERCIAL) FOR PROPERTY LOCATED AT 6290 WEST PARKWAY BLVD.

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 23, 2026 in order for the City Council to hear and consider public comments regarding Application GPZ-2-2026, Filed by Van Trust Real Estate, Requesting a General Plan Change from Large Lot Residential (2-3 units/acre) to Light Manufacturing and a Zone Change from A (Agricultural, Minimum Lot Size 1/2 Acre) and A-1 (Agricultural, Minimum Lot Size 1 Acre) to M (Manufacturing) and C-3 (Transitional Commercial) for Property Located at 6290 West Parkway Blvd.

Written documentation previously provided to the City Council included information as

follows:

A General Plan change from Large Lot Residential (2 to 3 units/acre) to Light Manufacturing and a zone change from A (Agricultural, minimum lot size ½ acre) and A-1 (Agricultural, minimum lot size 1 acre) to M (Manufacturing) and C-3 (Transitional Commercial).

The applicant is proposing an industrial project with several buildings that total 721,161 square feet in area. The larger buildings to the north would be within the M zone and not have access to Parkway Blvd. The smaller flex buildings to the south would be within the C-3 zone, which is more restrictive than the M zone, and have access to Parkway Blvd.

At some point, a transition between residential and industrial is unavoidable on this property. If the subject property were to develop as residential, the transition will happen along the north and east sides adjacent to existing or developing industrial property. If the subject property develops as industrial as proposed, the transition will happen along Parkway Blvd. and 6400 West.

Mayor Lang opened the Public Hearing.

Chris McClusky, speaking on behalf of the zoning applicant, addressed concerns raised during the work session regarding the proposed rezoning. He explained that West Valley is well-suited for larger-lot development in general but emphasized that the subject site presents significant challenges for single-family large-lot residential use. These include difficult soil conditions, high water tables, and resulting construction limitations, such as restrictions on basements and other typical residential improvements. These factors substantially increase development costs and reduce feasibility. He noted that Ivory Homes (through CEO Chris Gamvroulas, who was unable to attend) previously owned and sold the adjacent property to the east, where development has already begun, including Phase 1 construction and additional industrial buildings planned in the surrounding northeast quadrant. The area to the east and north is largely industrial in nature. McClusky also raised concerns about the marketability of large-lot residential homes immediately adjacent to existing and planned industrial uses, particularly across Beagley Road. He explained that the proposal seeks to transition land use more gradually between industrial areas and residential neighborhoods. The requested C-3 zoning was described as a better “buffer” zone, intended to support retail and pedestrian-oriented development with smaller building frontages and local/regional commercial uses. This zoning would help create a more compatible transition from industrial uses on one side of Parkway Boulevard to residential uses on the other. He further emphasized that placing single-family homes directly along Parkway Boulevard would create additional buffering challenges between industrial and residential uses. The C-

3 designation was presented as a more appropriate transitional solution. McClusky concluded by thanking the council for their consideration of the request.

With no one else requesting to comment, Mayor Lang closed the Public Hearing.

Councilmember Scott Harmon noted that there had been recent discussion regarding an adjacent parcel for a neighboring property owner who requested rezoning from residential to manufacturing to the east of the area in question. He stated that the northeast section had already been rezoned. He expressed that there should be a defined boundary between uses, referencing that Beagley Road had previously served as the dividing line between warehouse and residential areas. He noted that this boundary had already been adjusted with the rezoning of the northeast parcel. However, he stated that he was not comfortable with the current proposal along Parkway Boulevard. He indicated that he would consider the area north of the school to be an appropriate boundary if further rezoning were to occur. Councilmember Harmon then made a motion to deny the request.

Councilmember Huynh raised several questions prior to a motion and invited Steve Pastorik to the podium for clarification. Councilmember Huynh noted that the west side of the property lies at 6400 West, and that areas west of 6400 West consist primarily of wetlands. Steve Pastorik confirmed this, stating that most of the land in that area is city-owned, with the exception of the northwest corner of 6400 West and Parkway, which is privately owned. He added that the area further north consists of wetlands. Councilmember Huynh asked whether residential development (housing) was planned for the site. Mr. Pastorik responded that no housing is planned; the area is intended to remain for stormwater management and recreational uses, including trails. Councilmember Huynh also asked about development on the east side of the property, specifically northeast of the site. Mr. Pastorik explained that directly east, near the Vantrust property, industrial development is planned. Further south, the land is owned by Magna Water and contains wells, which are expected to remain open space. It was also noted that near Mountain View there is a charter school, and west of that is privately owned residential property. Councilmember Huynh concluded that the west side of 6400 West would be the most appropriate boundary, as it consists of wetlands owned by the city and is not suitable for housing. He further stated that the east side includes existing school and industrial uses, making residential development inconsistent with surrounding land uses and unsuitable for that area.

Mayor Lang agreed with Councilmember Harmon's suggestion to use a boundary line running east of the property and along Magna Water to the south to divide the land roughly in half. She supported the idea of separating uses so that industrial/manufacturing land is on one side and residential development on the other. She noted that living near manufacturing can work well because industrial activity typically overlaps with work hours, while homes benefit from quieter conditions during non-working hours. She also expressed support for

developing large-lot residential housing in the area. Additionally, she referenced Parkway, originally planned for residential development on both sides extending toward Beagley. However, since the area near Beagley has developed over time, she believes splitting the property midway—placing industrial uses on one side and residential on the other—is now the most reasonable approach, and she reiterated her agreement with Councilmember Harmon.

Councilmember Harmon also noted that he has two siblings who live off Parkway, so he frequently travels along Parkway when visiting them. He described the area as primarily agricultural and residential and expressed concern that changing the zoning on the southern portion of the parcel could alter the character of Parkway. He noted that the surrounding area includes a church, residential neighborhoods, and a newly developed 55+ senior community.

Mayor Lang also noted that many of the homes on the south side of Parkway face directly toward Parkway. She expressed concern that commercial or industrial development would generate significantly more traffic, whereas residential development would be a more compatible use across the street from existing homes. She further stated that the nearby water district site generates very little traffic, the farm located west of the elementary school is a quiet use, the elementary school itself has limited traffic impacts, and the stormwater park is also a quiet area. She indicated that introducing commercial or industrial uses could change the quiet, agricultural character of the area.

Councilmember Huynh stated that he found it somewhat unusual to divide the property evenly between residential and industrial uses.

Chris McClusky explained that C-3 zoning is intended for retail uses and does not permit flex industrial uses. He noted that the project would not include truck docks or semi-truck access from Parkway, and that the Parkway frontage would consist of retail uses such as restaurants and shops. He added that the Development Agreement prohibits truck traffic.

ACTION: ORDINANCE 26-26, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 6290 WEST PARKWAY BLVD.

The City Council previously held a public hearing regarding proposed Ordinance 26-26 that would amend the General Plan to Show a Change of Land Use from Large Lot Residential (2 to 3 units/acre) to Light Manufacturing for Property Located at 6290 West Parkway Blvd.

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

Councilmember Scott Harmon moved to deny Ordinance 26-26.

Councilmember Cindy Wood seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Absent
Councilmember Harmon	Yes
Councilmember Huynh	No
Councilmember Christensen	Yes
Councilmember Nordfelt	Absent
Mayor Lang	Yes

Motion for denial passes by majority.

ACTION: ORDINANCE 26-27, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM A (AGRICULTURAL, MINIMUM LOT SIZE 1/2 ACRE) AND A-1 (AGRICULTURAL, MINIMUM LOT SIZE 1 ACRE) TO M (MANUFACTURING) AND C-3 (TRANSITIONAL COMMERCIAL) FOR PROPERTY LOCATED AT 6290 WEST PARKWAY BLVD.

The City Council previously held a public hearing regarding proposed Ordinance 26-27 that would amend the Zoning Map to Show a Change of Zone from A (Agricultural, Minimum Lot Size 1/2 Acre) and A-1 (Agricultural, Minimum Lot Size 1 Acre) to M (Manufacturing) and C-3 (Transitional Commercial) for Property Located at 6290 West Parkway Blvd.

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

Councilmember Scott Harmon moved to deny Ordinance 26-27.

Councilmember Don Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Absent
Councilmember Harmon	Yes
Councilmember Huynh	No
Councilmember Christensen	Yes
Councilmember Nordfelt	Absent

Mayor Lang

Yes

Motion for denial passes by majority.

ACTION: RESOLUTION 26-62, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH DRP FAMILY LIMITED PARTNERSHIP AND CELEBRITY BUILDERS PENSION & PROFIT SHARING PLAN FOR APPROXIMATELY 48.4 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 6290 WEST PARKWAY BLVD.

Mayor Lang discussed proposed Resolution 26-62 that would authorize the City to Enter into a Development Agreement with DRP Family Limited Partnership and Celebrity Builders Pension & Profit Sharing Plan for Approximately 48.4 Acres of Property Located at Approximately 6290 West Parkway Blvd.

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

This resolution authorizes a development agreement between the City and DRP Family Limited Partnership and Celebrity Builders Pension & Profit Sharing Plan to establish minimum standards for an industrial development at 6290 W Parkway Blvd.

VanTrust Real Estate has submitted a General Plan/zone change application (GPZ-2-2026) on property at 6290 W Parkway Blvd. to change the General Plan from Large Lot Residential (2 to 3 units/acre) to Light Manufacturing and the zoning from A (Agricultural, minimum lot size ½ acre) and A-1 (Agricultural, minimum lot size 1 acre) to M (Manufacturing) and C-3 (Transitional Commercial). The Planning Commission recommended approval of the application subject to a development agreement.

The development agreement is primarily intended to minimize the impact of the proposed industrial development on the nearby residential uses by:

- directing semi-truck traffic away from Parkway Blvd.;
- prohibiting heavier industrial uses;
- increasing the landscaped setback along Parkway Blvd.; and
- regulating the height, size, and design of the buildings closest to Parkway Blvd.

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

Councilmember Scott Harmon moved to deny Resolution 26-62.

Councilmember Cindy Wood seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Absent
Councilmember Harmon	Yes
Councilmember Huynh	No
Councilmember Christensen	Yes
Councilmember Nordfelt	Absent
Mayor Lang	Yes

Motion for denial passes by majority.

C. ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-1-2026, FILED BY WEST VALLEY CITY, REQUESTING A ZONE TEXT CHANGE TO AMEND THE ZONING ORDINANCE TO COMPLY WITH CHANGES MADE TO STATE CODE DURING THE 2026 LEGISLATIVE SESSION

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 23, 2026 in order for the City Council to hear and consider public comments regarding Application ZT-1-2026, Filed by West Valley City, Requesting a Zone Text Change to Amend the Zoning Ordinance to Comply with Changes Made to State Code During the 2026 Legislative Session.

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

Staff is proposing a zoning ordinance amendment to change Sections 7-1-103, 7-2-128, 7-3-106, 7-5-101, 7-6-201, 7-12-105, and 7-7-115.5 and add Section 7-7-107.5 to comply with changes made to State Code during the 2026 legislative session.

During the 2026 legislative session, the Utah Legislature passed Senate Bill 284 that included several provisions affecting municipalities. The table below groups the proposed changes to comply with SB 284 into five topics (new or unlisted uses, removal of Planning Commissioners, zoning amendments, appeals, and detached accessory dwelling units) and matches the topics with the Zoning Ordinance sections and the codified Utah Code sections.

Topic / West Valley City Zoning Ordinance Section / Utah Code Section

- 1: New or Unlisted Uses / 7-2-128 (Amended) / 10-20-507
 - 2: Removal of Planning Commissioners / 7-3-106 (Amended) / 10-20-301
 - 3: Zoning Amendments / 7-5-101 (Amended) / 10-20-1107
 - 4: Appeals / 7-12-105 (Amended) / 10-20-1105; 10-20-1106
 - 5: Detached Accessory Dwelling Units / 7-1-103, 7-6-201, and 7-7-115.5 (Amended); 7-7-107.5 (Added) / 10-21-101; 10-21-304
- *Section 10-21-304 becomes effective on 10/01/2026.

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

ACTION: ORDINANCE 26-28, AMEND SECTIONS 7-1-103, 7-2-128, 7-3-106, 7-5-101, 7-6-201, 7-7-115.5, AND 7-12-105 AND ENACT SECTION 7-7-107.5 OF THE WEST VALLEY CITY MUNICIPAL CODE TO MAKE UPDATES REQUIRED BY STATE LAW

The City Council previously held a public hearing regarding proposed Ordinance 26-28 that would amend Sections 7-1-103, 7-2-128, 7-3-106, 7-5-101, 7-6-201, 7-7-115.5, and 7-12-105 and enact Section 7-7-107.5 of the West Valley City Municipal Code to make updates required by State law.

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

Councilmember Don Christensen moved to approve Ordinance 26-28.

Councilmember Scott Harmon seconded the motion.

A roll call vote was taken:

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

Motion passes unanimously.

D. ACCEPT PUBLIC COMMENT REGARDING APPLICATION SA-4-2026, FILED BY JAKE WYCOFF, REQUESTING APPROVAL OF A SUBDIVISION AMENDMENT WITH PUBLIC UTILITY EASEMENT VACATION FOR PROPERTY LOCATED AT 2938 SOUTH GLEN EAGLES DRIVE

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 23, 2026 in order for the City Council to hear and consider public comments regarding Application SA-4-2026, Filed by Jake Wyckoff, Requesting Approval of a Subdivision Amendment with Public Utility Easement Vacation for Property Located at 2938 South Glen Eagles Drive.

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

Jake Wyckoff is requesting approval for the Colt Plaza III Subdivision, Lot 5A, Third Amended. The subdivision will abandon existing public utility easements on Lot 5A of the Colt Plaza III Subdivision, Lot 5 Second Amended & Extended. The subdivision is located at 2938 South Glen Eagles Drive and is zoned C-2 (General Commercial).

The purpose of this application is to amend lot 5A of the existing subdivision, which was recorded in 2015. There is a storage unit project on the property that was finished in 2019. The existing lot has public utility easements that run along most of the north and south property lines. The owner is requesting to amend the subdivision plat to eliminate the easements under the storage unit buildings. The impacted utility companies provided easement release letters.

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

ACTION: ORDINANCE 26-29, APPROVE THE VACATION OF CERTAIN PUBLIC UTILITY EASEMENTS

The City Council previously held a public hearing regarding proposed Ordinance 26-29 that would approve the Vacation of Certain Public Utility Easements.

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

Councilmember Don Christensen moved to approve Ordinance 26-29.

Councilmember Scott Harmon seconded the motion.

A roll call vote was taken:

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

Motion passes unanimously.

CONSENT AGENDA

A. ORDINANCE 26-30: AMEND SECTIONS 16-1-101, 16-2-101, 16-4-101, 16-6-101, 16-12-101, 16-13-101, 16-14-101, 16-15-101, AND 16-16-101 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ADOPT CERTAIN INTERNATIONAL BUILDING CODES

Mayor Lang discussed proposed Ordinance 26-30 that would amend Sections 16-1-101, 16-2-101, 16-4-101, 16-6-101, 16-12-101, 16-13-101, 16-14-101, 16-15-101, and 16-16-101 of the West Valley City Municipal Code to adopt certain International Building Codes.

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

Adoption of the 2024 editions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code International Mechanical Code International Plumbing Code, International Property Maintenance Code, International Wildland Urban Interface Code.

Every three years revised editions of the building code, which is adopted by the State of Utah as the minimal building standards for all buildings within our State, must be adopted by local municipalities to replace the older building codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions. The effective date of this code edition will be July 1, 2026.

B. RESOLUTION 26-63: ADOPT A WILDLAND URBAN INTERFACE MAP

Mayor Lang discussed proposed Resolution 26-63 that would adopt a Wildland Urban Interface Map.

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

An ordinance enacting the West Valley City International Wildland Urban Interface Code Map as part of Chapter 16-16.

During the 2025 Utah Legislative session, House Bill 48 required each jurisdiction in the State of Utah to adopt the 2006 Utah Wildland Urban Interface Code along with a map detailing where this code would be applicable or enforced. The provisions and requirements associated with these areas of the city are only for the enforcement of the specific code requirements and standards as they relate to potential wildland fire, in addition to the other applicable construction codes as currently adopted. Structures currently in the identified zone are not required by this map or code to make changes but any changes made hereafter will be required to comply with the current Wildland Urban Interface Code.

C. RESOLUTION 26-64: APPROVE AN INTERLOCAL AGREEMENT TO PARTICIPATE IN A CONSORTIUM TO RECEIVE HOME INVESTMENT PARTNERSHIP FUNDS

Mayor Lang discussed proposed Resolution 26-64 that would approve an Interlocal Agreement to Participate in a Consortium to Receive Home Investment Partnership Funds.

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

West Valley City is part of a county wide consortium of cities that receive Housing and Urban Development (HUD) HOME Investment Partnerships (HOME) funds through Salt Lake County. To participate in the Salt Lake County HOME Consortium and receive this funding we must have an interlocal agreement in place with Salt Lake County. The agreement is effective from October 1, 2026, until September 30, 2029.

West Valley City has been a member of the Salt Lake HOME Consortium for over 20 years. Salt Lake County is the lead for the HOME Partnership Funds and assumes all the administration costs for the program. The HOME Partnership Funds that West Valley City received are passed through Salt Lake County. We receive yearly funds and enter into an agreement with Salt Lake County to spend the funding. We invoice Salt Lake County for reimbursement of eligible expenses.

D. RESOLUTION 26-65: AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ARCSITIO DESIGN, INC.

Mayor Lang discussed proposed Resolution 26-65 that would authorize the execution of a Professional Services Agreement with ArcSitio Design, Inc.

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

Approve contract for Arcsitio Design to redesign the scoreboard tower building at City Park.

Arcistio bid \$52,770 for the project, \$25,000 of which will be covered through a Salt Lake County TRCC grant. The remaining balance will be paid through the Parks and Recreation departmental budget. The design will use the existing foundation and address the needs of the baseball and football teams who use it.

The scoreboard tower building houses equipment, concessions, and supplies for youth baseball and softball leagues who play at City Park and surrounding areas. The building is very old. It leaks and needs several upgrades to be useful.

E. RESOLUTION 26-66: AUTHORIZE THE CITY TO ENTER INTO AGREEMENTS WITH SELECTHEALTH AND EMI DENTAL FOR HEALTH AND DENTAL INSURANCE COVERAGE

Mayor Lang discussed proposed Resolution 26-66 that would authorize the City to enter into agreements with SelectHealth and EMI Dental for Health and Dental Insurance Coverage.

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

Approval of this item will authorize renewal of the Select Health and EMI policy documents for the upcoming plan year. This is a policy renewal request only and is not a request for additional funding.

West Valley City must renew the Select Health and EMI policy documents associated with its employee medical and dental benefits program for the 2026–2027 plan year to maintain uninterrupted coverage, administration, and related insurance protections effective July 1, 2026.

The Select Health renewal proposal dated May 28, 2026, sets out the administrative services arrangement, fixed cost structure, and supporting terms for the period 07/01/26 through 06/30/27. The EMI Dental Renewal letter has no changes from our current rates to the new renewal rates. Renewal of both the Select Health and EMI documents is necessary to continue the City’s employee medical and dental benefit program and related coverage arrangements for the new plan year.

F. RESOLUTION 26-67: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM ANGEL JOSE LOPEZ CASADIEGOS FOR PROPERTY LOCATED AT 6987 WEST 3500 SOUTH

Mayor Lang discussed authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement with and from Angel Jose Lopez Casadiegos for property located at 6987 West 3500 South.

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

Angel Jose Lopez Casadiegos has signed an Easement Purchase Agreement and a Temporary Construction Easement in favor of West Valley City for property located at 6987 West 3500 South (14-34-126-006).

The Angel Jose Lopez Casadiegos property located at 6987 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk, textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist.

The Temporary Construction Easement will allow for construction adjacent to the property owned by the property owner. Compensation for the Temporary Construction Easement and improvements in the amount of \$1,000.00 was negotiated based upon an appraisal report prepared by the Fortis Group, LLC.

G. RESOLUTION 26-68: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND QUITCLAIM DEED WITH AND FROM JOSEPH A. PINELLE FOR PROPERTY LOCATED AT 6965 WEST 3500 SOUTH

Mayor Lang discussed authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement and Quitclaim Deed with and from Joseph A. Pinelle for property located at 6965 West 3500 South.

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

Joseph A. Pinelle has signed an Easement Purchase Agreement and a Temporary Construction Easement in favor of West Valley City for property located at 6965 West 3500 South (14-34-126-007). As the existing deed description for the Pinelle property extends into the existing 3500 South right-of-way, Mr. Pinelle has also signed a Quit Claim Deed to clean up his description and remove that portion from his property description.

The Joseph A. Pinelle property located at 6965 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk,

textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist.

The Temporary Construction Easement will allow for construction adjacent to the property owned by the property owner. Compensation for the Temporary Construction Easement and improvements in the amount of \$500.00 was based upon values of similar existing properties in the area.

H. 26-69: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM JERRY AND TAMARA WHITLOCK FOR PROPERTY LOCATED AT 6997 WEST 3500 SOUTH

Mayor Lang discussed authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement with and from Jerry and Tamara Whitlock for property located at 6997 West 3500 South.

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

Jerry N. Whitlock and Tamara N. Whitlock have signed an Easement Purchase Agreement and a Temporary Construction Easement in favor of West Valley City for property located at 6997 West 3500 South (14-34-126-025).

The Jerry N. Whitlock and Tamara N. Whitlock property located at 6997 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk, textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist.

The Temporary Construction Easement will allow for construction adjacent to the property owned by the property owners. Compensation for the Temporary Construction Easement and improvements in the amount of \$700.00 was based upon the value of similar properties in the area.

I. RESOLUTION 26-70: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF MARTELL WINTERS TO THE WEST VALLEY PLANNING COMMISSION FOR A TERM FROM JULY 1, 2026 TO JUNE 30, 2030

Mayor Lang discussed the reappointment of Martell Winters to the West Valley Planning Commission.

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

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

Martell Winters has been recommended for reappointment as a member of the Planning Commission. He has been serving as a member of the Planning Commission since January 12, 2016. Martell Winter's term will run from July 1, 2026 to June 30, 2030.

Martell Winters has been a resident of West Valley City for 28 years. He currently works as a senior scientist for Nelson Laboratories. We believe Martell Winters will continue to be a valuable asset to the City in serving on the Planning Commission.

J. RESOLUTION 26-71: RATIFY THE CITY MANAGER'S APPOINTMENT OF ADRIANA RAMIREZ TO THE WEST VALLEY PLANNING COMMISSION FOR A TERM FROM JULY 1, 2026 TO JUNE 30, 2030

Mayor Lang discussed the appointment of Adriana Ramirez to the West Valley Planning Commission.

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

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

The Planning Commission has a vacancy at the present time and Adriana Ramirez has been recommended for appointment to fill this vacancy as a member of the Planning Commission. Her term will run from July 1, 2026, to June 30, 2030.

Adriana was born in Salt Lake City and moved to West Valley City at the age of 6. She grew up near Woodledge Park, attended Hunter Elementary, went to Judge Memorial and later to Hunter High School. She lives in West Valley with her husband and two daughters and their dog Dior. She is a part-time real estate agent and also starting her career in cybersecurity.

She is proud to bring the Hispanic perspective to the Planning Commission and looks forward to contributing to the growth of the City. In her free time she enjoys iced coffee, listening to crime podcasts and spending time with family.

K. RESOLUTION 26-72: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF JUSTIN TURCSANSKI AND MATT MACPHERSON TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2028

Mayor Lang discussed the reappointment of Justin Turcsanski and Matt MacPherson to the Professional Standards Review Board.

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

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

Justin Turcsanski and Matt MacPherson have been recommended for reappointment as members of the Professional Standards Review Board. Their two-year term will commence on July 1, 2026 and end on June 30, 2028.

L. RESOLUTION 26-73: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF LISA RENE JONES, JIM VESOCK, AND CRAIG THOMAS TO THE CLEAN AND BEAUTIFUL COMMITTEE FOR A TERM COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2030

Mayor Lang discussed the reappointment of Lisa Rene Jones, Jim Vesock, and Craig Thomas to the Clean and Beautiful Committee.

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

The purpose of the West Valley City Clean and Beautiful Committee is to promote the public interest in the general improvement of the appearance of West Valley City; to initiate, plan, direct, and coordinate programs for the promotion of community pride and general beautification and improvement of the physical quality of life in West Valley City.

Lisa Rene Jones, Jim Vesock, and Craig Thomas have been recommended for reappointment as members of the Clean and Beautiful Committee. Their four-year term will commence on July 1, 2026 and end on June 30, 2030.

M. RESOLUTION 26-74: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF LISA RENE JONES AS CHAIR OF THE WEST VALLEY CITY CLEAN AND BEAUTIFUL COMMITTEE FOR A TERM COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027

Mayor Lang discussed the reappointment of Lisa Rene Jones as Chair of the Clean and Beautiful Committee.

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

The purpose of the West Valley City Clean and Beautiful Committee is to promote the public interest in the general improvement of the appearance of West Valley City; to initiate, plan, direct, and coordinate programs for the promotion of community pride and general beautification and improvement of the physical quality of life in West Valley City.

Lisa Rene Jones has been recommended for reappointment as Chair of the Clean and Beautiful Committee. This one-year term will commence on July 1, 2026 and end on June 30, 2027.

N. RESOLUTION 26-75: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF ABIGAIL DIZON-MAUGHAN AS CHAIR OF THE PROFESSIONAL STANDARDS REVIEW BOARD

Mayor Lang discussed the reappointment of Abigail Dizon-Maughan as Chair of the Professional Standards Review Board.

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

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

Abigail Dizon-Maughan has been recommended for reappointment as Chair of the Professional Standards Review Board. This two-year term will commence on July 1, 2026 and end on June 30, 2028.

O. RESOLUTION 26-76: RATIFY THE APPOINTMENT OF MIKE CHESNUT TO THE AUDIT REVIEW COMMITTEE

Mayor Lang discussed the appointment of Mike Chesnut to the Audit Review Committee.

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

The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community.

Mike Chesnut has been recommended for appointment as a member of the Audit Review Committee. His three-year term will commence on July 14, 2026 and end on June 30, 2029.

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

Councilmember Tom Huynh moved to approve all items on the Consent Agenda.

Councilmember Don Christensen seconded the motion.

A roll call vote was taken:

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

Motion passes unanimously.

NEW BUSINESS

A. RESOLUTION 26-83: AUTHORIZE THE EXECUTION OF THE SECOND AMENDMENT TO THE PARKING STRUCTURE MANAGEMENT AND USE AGREEMENT

Mayor Lang discussed Resolution 26-84 that would authorize the Execution of the Second Amendment to the Parking Structure Management and Use Agreement.

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

This amendment extends the term of the Parking Structure Management and Use Agreement. The amendment provides that maintenance costs will be shared pro rata by users of the parking structure upon expiration of the original term. The amendment also makes technical changes to add West Valley Land Holdings, LLC as a party to the agreement and to include that entity in the relevant calculations.

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

Councilmember Don Christensen moved to approve Resolution 26-83.

Councilmember Tom Huynh seconded the motion.

A roll call vote was taken:

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

Motion passes unanimously.

MOTION TO ADJOURN

Upon motion by Councilmember Tom Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL, THE
REGULAR MEETING ON TUESDAY JUNE 23, 2026 WAS ADJOURNED AT 7:11 PM BY
MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings
of the Regular Meeting of the West Valley City Council held Tuesday, June 23, 2026.

Tera Smith
Deputy City Recorder



Description:

Fiscal Impact:

Funding Source:

Account #:

Budget Opening Required: ☐

Issue:

Summary:

Background:

Recommendation:

Department:

Submitted By:

Date Submitted:



Diversity - Community - Prosperity - Attractiveness - Reputation

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A RESOLUTION AND
STATEMENT OF INTENT AND AUTHORIZING THE
CITY TO ENTER INTO A MASTER LEASE-PURCHASE
AGREEMENT, ESCROW AGREEMENT, AND EXECUTE
RELATED DOCUMENTS.**

WHEREAS, the City has authorized the purchase of a fire engine and related equipment (herein “Equipment”); and

WHEREAS, favorable terms have been negotiated with JPMorgan Chase Bank, N.A. (herein “JPM”) to initiate a lease purchase of said Equipment; and

WHEREAS, a Master Lease-Purchase Agreement, Escrow Agreement, and related documents have been prepared for execution by and between the City and JPM setting forth the rights, duties, and obligations of each of the parties thereto; and

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

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

- 1) The City hereby adopts and approves the Resolution and Statement of Intent attached hereto in full and without amendment or alteration.
- 2) The Master Lease-Purchase Agreement and Escrow Agreement are hereby approved and the Mayor is hereby authorized to execute said Agreements and all other documents necessary to complete said transaction for and on behalf of West Valley City, subject to approval of the final form of the documents by the City Manager and the City Attorney’s Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

RESOLUTION AND DECLARATION OF OFFICIAL INTENT

Lessee: WEST VALLEY CITY CORPORATION

Principal Amount Expected To Be Financed: \$1,985,461.00

WHEREAS, the above Lessee is a political subdivision of the State in which Lessee is located (the "State") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description Of Property: See Attached Schedule A-1

WHEREAS, JPMorgan Chase Bank, N.A. ("Lessor") is expected to act as the lessor under the Equipment Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Equipment Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

SECTION 1. Either one of the (insert title) Mayor **OR** the (insert title) City Manager (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

SECTION 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

SECTION 3. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

SECTION 4. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute a general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

SECTION 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

SECTION 6. This Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, 20__.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____



JPMORGAN CHASE BANK, N.A.

Mail Code OH1-1085

1111 Polaris Parkway

Columbus, OH 43240-2050

June 9, 2026

Enclosed please find the documents necessary to complete your transaction with JPMorgan Chase Bank, N.A. (the “Bank”). These documents have been completed as of June 9, 2026, and reflect the pricing, terms and conditions of the transaction as of this date.

Note that the signer’s title must match the signer’s title shown on the current Resolution and Incumbency Certificate.

- **Lease Schedule** – Review, sign and indicate title.
- **Schedule A-1** – Review, sign and indicate title.
- **Payment Schedule** – Review, sign and indicate title.
- **Prepayment Schedule Addendum** – Review, sign and indicate title.
- **Insurance Self-Insurance Addendum** – Review, sign and indicate title.
- **Master Lease-Purchase Agreement** – Review, sign and indicate title.
- **Vehicle Schedule Addendum** - Review, sign and indicate title.
- **IRS Form 8038-G** – Enclosed is the 8038-G form (Information Return for Tax-Exempt Governmental Bonds) with instructions that is required for IRS reporting of tax-exempt financing. The 8038-G form is used when the issue price is greater than or equal to \$100,000. Please refer to the enclosed instructions when completing the information on the form and have it signed and dated at the bottom.
- **Resolution and Declaration of Official Intent** – Your governing board will need to review and approve the financing and the Authorized Signer(s). Please have the Secretary/Clerk of the board certify that the board has met and approved the financing, and that the titles of the Authorized Signer(s) are correct.
- **Certificate of Incumbency** – The individuals that are duly elected or appointed officers of the Lessee should Print Name and Title and provide signatures. The Secretary/Clerk of the Lessee should Print Name, Title, Date and sign. If the Secretary/Clerk is also authorized to execute the Lease-Purchase Agreement, a second officer must Print Name, Title and sign.
- **Opinion of Counsel** – Please have your counsel review the documents as soon as possible, and prepare an Opinion of Counsel letter on their letterhead addressed to JPMORGAN CHASE BANK, N.A. A sample of an Opinion of Counsel letter that will satisfy JPMORGAN CHASE BANK, N.A. is enclosed.

- **Proceeds Disbursement Authorization** – Review, sign and indicate title.
- **Escrow Agreement With Exhibit 1, Exhibit 2 AND Exhibit 3, Schedule A-1 , Exhibit 4, Exhibit 5-** Review, sign and indicate title.
 - Exhibit 1- Money Market Account Authorization Form
 - Exhibit 2- Schedule of Fees for Services as Escrow Agent
 - Exhibit 3- Requisition Request- Payee #1 – Complete the Payee Name and Address, Invoice Number, Date and Amount. Complete the Bank Wire Instructions for the funds transfer including Name of Bank, ABA/Routing Number, Account Number and the Name on the Account. Repeat for each payee.
Note: If the disbursement is for a reimbursement, enter your Name as the Payee and provide the Lessee's Bank Wire Instructions.
 - Schedule A-1- Complete the Equipment Location and Equipment Description.
 - Exhibit 4- Final Acceptance Certificate
 - Exhibit 5- Provide contacts that can confirm wire instructions on a recorded line with our callback team. In order to complete a callback, we must be able to verify the company Main Telephone Number through an on-line search. Please provide this number for each contact, along with the contact's Phone Number. Each contact must also sign the Requisition Request form.
- **Escrow Funding Schedule Addendum And Arbitrage Certificate** – Review, initial the appropriate selection in Section 8.(i), sign and indicate title.
- **Instructions For Submitting Escrow Disbursement Requests** – Review and retain these instructions for future reference when submitting your requests for Disbursements from the Escrow Account.
- **Auto Debit Enrollment** – Complete the bank account information and sign.

We would like to thank you for choosing JPMorgan Chase Bank, N.A.to assist with your equipment financing. We appreciate your business and welcome the opportunity to work with you.

If you have any questions, concerns, or if I can be of assistance, I can be reached at crystal.flood@chase.com from 8:00 a.m. through 4:00 p.m. ET Monday through Friday. I'll be happy to help you.

Sincerely,

Crystal Flood

Documentation Specialist

LEASE SCHEDULE

Dated as of: JULY 15, 2026

Lease No.: 503063

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated July 15, 2026.

- A. EQUIPMENT DESCRIBED:** The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.
- B. EQUIPMENT LOCATION:** See Attached Schedule A-1
- C. ACCEPTANCE OF EQUIPMENT:** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
- D. ESSENTIAL USE; CURRENT INTENT OF LESSEE:** Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.
- E. RENTAL PAYMENTS; LEASE TERM:** The Rental Payments to be paid by Lessee to Lessor, the interest rate at which the interest portion of the Rental Payments is calculated, the Taxable Rate, the commencement date and the Lease Term of this Lease Schedule are each set forth on the Payment Schedule attached to this Lease Schedule.
- F. RE-AFFIRMATION OF THE MASTER LEASE:** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).
- G. GOVERNMENT REGULATION. ANTI-CORRUPTION.**
- (a) Representations and Warranties Regarding Anti-Corruption Laws and Sanctions.** Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Lessee and its officers and employees and to the knowledge of Lessee its agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Lessee or to the knowledge of Lessee any of its respective officers or employees, or (b) to the knowledge of Lessee, any agent of Lessee that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No advance, letter of credit, use of proceeds or other transaction contemplated by this Lease will violate Anti-Corruption Laws or applicable Sanctions.
- (b) Compliance with Anti-Corruption Laws and Sanctions.** Lessee shall maintain in effect and enforce policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.
- (c) Use of Proceeds.** Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or its officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(d) Definitions. For the purposes of this Section G, the following terms shall have the following meanings:

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country, region or territory which is the subject or target of any Sanctions (as at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria). "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

(The next page is the signature page)

**LEASE SCHEDULE
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Lease Schedule as of the date first referenced above.

WEST VALLEY CITY CORPORATION
(Lessee)

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

By: _____

Title: _____

Title: Authorized Officer

Expected Equipment Purchase Price \$1,985,461.00

Net Amount Financed \$1,985,461.00

Asset Name	Location
ESCROW- PIERCE ARIEL LADDER TRUCK AND EQUIPMENT	3600 S CONSTITUTION BLVD, W VALLEY CITY, Salt Lake COUNTY, UT 84119-3720

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

(The next page is the signature page)

SCHEDULE A-1
Signature Page

This Schedule A-1 is attached to the Lease Schedule **503063** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

WEST VALLEY CITY CORPORATION
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A
(Lessor)

By: _____

Title: Authorized Officer

Payment Schedule

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No. **503063**

Lease Schedule Dated: **July 15, 2026**

Accrual Date **July 15, 2026**

Amount Financed **\$1,985,461.00**

Interest Rate **4.0530% per annum**

Taxable Rate **5.178% per annum**

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Principal Balance	Termination Value
1	07/15/2026	\$235,875.61	\$0.00	\$235,875.61	\$1,749,585.39	\$1,749,585.39
2	07/15/2027	\$235,875.61	\$70,910.70	\$164,964.91	\$1,584,620.48	\$1,584,620.48
3	07/15/2028	\$235,875.61	\$64,224.67	\$171,650.94	\$1,412,969.54	\$1,412,969.54
4	07/15/2029	\$235,875.61	\$57,267.66	\$178,607.95	\$1,234,361.59	\$1,234,361.59
5	07/15/2030	\$235,875.61	\$50,028.68	\$185,846.93	\$1,048,514.66	\$1,048,514.66
6	07/15/2031	\$235,875.61	\$42,496.30	\$193,379.31	\$855,135.35	\$855,135.35
7	07/15/2032	\$235,875.61	\$34,658.64	\$201,216.97	\$653,918.38	\$653,918.38
8	07/15/2033	\$235,875.61	\$26,503.32	\$209,372.29	\$444,546.09	\$444,546.09
9	07/15/2034	\$235,875.61	\$18,017.46	\$217,858.15	\$226,687.94	\$226,687.94
10	07/15/2035	\$235,875.61	\$9,187.67	\$226,687.94	\$0.00	\$0.00
	TOTALS	\$2,358,756.10	\$373,295.10	\$1,985,461.00		

(The next page is the signature page)

**Payment Schedule
Signature Page**

IN WITNESS WHEREOF, the parties hereto have executed this Payment Schedule as of the date first referenced above.

WEST VALLEY CITY CORPORATION

(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

PREPAYMENT SCHEDULE ADDENDUM
(Break Funding Premium)

Dated as of: **JULY 15, 2026**

Lease Schedule No.: 503063

Lessee: **WEST VALLEY CITY CORPORATION**

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lessor and Lessee agree as follows:**

1. Notwithstanding anything to the contrary in the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule), Lessee and Lessor agree that so long as no Event of Default has occurred and continues under the Lease and so long as Lessee gives Lessor at least 30 days prior written notice (the "Notice Period"), Lessee may elect to prepay its obligations under the Schedule by paying to Lessor on the Rent Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Rent Payments, interest, taxes, late charges and other amounts then due and payable under the Lease; plus (b) the remaining principal balance payable by Lessee under the Schedule as of said Prepayment Date.
2. In addition to the prepayment amounts required by paragraph 1 above, a Breakfunding Charge shall be due and payable if (i) exceeds (ii) where (i) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap including any forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Lease was originally funded or (b) the date a rate lock letter was signed, if any, and (ii) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap which Lessor shall be deemed to have entered into on the date of prepayment (the "Replacement Swap").
3. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Master Lease as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

(The next page is the signature page)

PREPAYMENT SCHEDULE ADDENDUM
(Break Funding Premium)
Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Prepayment Addendum as of the date first written above.

WEST VALLEY CITY CORPORATION
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

MASTER LEASE-PURCHASE AGREEMENT

Dated As of: JULY 15, 2026

Lessee: WEST VALLEY CITY CORPORATION

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the lessee identified above ("Lessee").

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (e) "Termination Value" has the meaning assigned to such term in the applicable Payment Schedule.

3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments (the "Rent Payments") in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule (the "Payment Schedule"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no

material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with substantially identical equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"), pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease plus (iii) a Break Funding Charge. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule. "Break Funding Charge" means the amount, if any, by which (a) the present value of all Remaining Payments discounted to the Prepayment Date at a rate equal to the swap rate of an interest rate swap which the Lessor shall be deemed to have entered into as of the business day preceding the Prepayment Date exceeds (b) the present value of all Remaining Payments discounted to the Prepayment Date at a rate equal to the swap rate of an interest rate swap which the Lessor shall be deemed to have entered into as of the date of the Lease. "Fair Market Value" means the amount which would be paid for an item of Equipment by an informed and willing buyer (other than a used equipment or scrap dealer) and an informed and willing seller neither under a compulsion to buy or sell. "Prepayment Date" means, (i) in the case of a payment resulting from a Casualty Loss, the Loss Payment Due Date, or (ii) in the case of a demand made pursuant to section 20, the Demand Date. "Remaining Payments" means, as of the Prepayment Date, (a) the remaining rents and all other amounts Lessee is obligated to pay under the Lease at the end of the Lease Term, including, without limitation, an amount equal to the Fair Market Value

of the Equipment at the end of the Rent Term as originally anticipated by Lessor at the date of the Lease; provided, that Lessee agrees that such value shall be determined by the books of Lessor as of the date of the Schedule.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as lender loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. NO PREPAYMENT. Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS.

17.1 Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2) Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's

tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee, provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) on a demand date specified by Bank (the "Demand Date") all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable

Termination Value of all the Schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state where Lessee is located (the "State").

23. NOTICES. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to Lessor **1111 Polaris Parkway, Suite N4 (OH1-1085), Columbus, Ohio 43240**, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

24. FINANCIAL INFORMATION. Lessee agrees to furnish to Lessor annual audited financial statements of Lessee within 200 days of the end of each fiscal year of Lessee. Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor.

25. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

28. OFFSHORING. Subject to applicable laws, processing of Lessee confidential information may be performed by any Lessor affiliate, including affiliates, branches and units located in any country in which we conduct business or have a service provider. In

addition, Lessor may perform certain services and functions outside the United States that are indirect, ancillary, redundant back-up, back office, exception processing or services that are incidental to the performance of this agreement. Lessee authorizes Lessor to transfer customer information to such affiliates, branches and units at such locations as Lessor deems appropriate. For business resiliency purposes and disaster recovery services, subject to Lessor's cybersecurity and privacy policies, certain services and functions may be performed outside of the United States. Lessor reserves the right to store, access, view or process any data wherever it deems appropriate for the services Lessor provides.

29. ELECTRONIC SIGNATURES. Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Related Document and/or (z) any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement, any other Related Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Related Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Related Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require Bank to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent Bank has agreed to accept any Electronic Signature, Bank shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of Lessee or any other Obligor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of Bank, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, Lessee hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among Bank, Lessee and Obligors, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Related Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) Bank may, at its option, create one or more copies of this Agreement, any other Related Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Related Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Related Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against any Affiliates of Bank for any liabilities arising solely from Bank's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any liabilities arising as a result of the failure of Lessee and/or any Obligor to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature. As used herein, "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record. "Obligor" means any Lessee, guarantor, surety, co-signer, endorser, general partner or other Person who may now or in the future be obligated to pay any of the liabilities under this Agreement. "Person" means any individual, business or other entity, or any governmental authority. "Related Documents" means this Agreement, the Lease, the Schedules, and any other instrument or document executed in connection with this Agreement or the Lease.

30. WAIVER OF IMMUNITY. Lessee hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) in any forum with respect to this Master Lease, any Lease and the transactions contemplated hereby and thereby. Lessor shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages, and injunctive and declaratory relief.

JURY WAIVER: ALL PARTIES TO THIS MASTER LEASE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS MASTER LEASE AND ANY LEASE.

(The next page is the signature page)

MASTER LEASE-PURCHASE AGREEMENT
Signature page

WEST VALLEY CITY CORPORATION
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

LEASE SCHEDULE ADDENDUM
(Self-Insurance)

Lessee: **WEST VALLEY CITY CORPORATION**

Lease Schedule No: 503063

Reference is made to the above Lease Schedule as amended ("Schedule") and to the Master Lease-Purchase Agreement identified therein as amended ("Master Lease"), both of which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). In this Addendum: "Lease" means the Schedule and the Master Lease to the extent that it relates to the Schedule; and "Equipment" means the property described in the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. CASUALTY LOSS. Notwithstanding anything to the contrary in Section 14 of the Master Lease, Lessor agrees that Lessee may self-insure against risk of casualty loss of or physical damage to the Equipment; provided, that (i) proceeds of such insurance are payable to Lessor as lender loss payee and (ii) upon written notice from Lessor to Lessee, Lessee agrees to secure and maintain commercial insurance against such risks to the Equipment as otherwise required by the Master Lease if an event of default has occurred and is continuing under the Master Lease.

2. THIRD PARTY LIABILITY. Notwithstanding anything to the contrary in Section 14 of the Master Lease, Lessor agrees that Lessee may self-insure against risk of injuries to persons and damage to property of others relating in any way to any Equipment; provided, that upon written notice from Lessor to Lessee, Lessee agrees to secure and maintain commercial insurance against such risks as otherwise required by the Master Lease if an event of default has occurred and is continuing under the Master Lease.

3. COMPLIANCE WITH LAW; ACTUARIALLY SOUND BASIS. Lessee agrees that its self-insurance arrangements as described herein shall comply with applicable State law related thereto or, if there is no State law applicable to such self-insurance arrangements, then Lessee's self-insurance arrangements shall be maintained on an actuarially sound basis.

4. GENERAL. Except as expressly amended by this Addendum and other modifications signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

(The next page is the signature page)

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date of the Schedule first referenced above.

WEST VALLEY CITY CORPORATION

(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

VEHICLE SCHEDULE ADDENDUM

Dated As of: **JULY 15, 2026**

Lease Schedule No: **503063**

Lessee: **WEST VALLEY CITY CORPORATION**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule:
 - (a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;
 - (b) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and
 - (c) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lienholder, listed at address below and Lessee as owner.

Lessor's Address:
JPMORGAN CHASE BANK, N.A.
1111 Polaris Parkway, Suite N4 (OH1-1085)
Columbus, Ohio 43240

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

(The next page is the signature page)

**VEHICLE SCHEDULE ADDENDUM
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Vehicle Schedule Addendum as of the date first referenced above.

WEST VALLEY CITY CORPORATION
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ► ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a ► ☐	
b If bonds are BANs, check only box 19b ► ☐	
20 If bonds are in the form of a lease or installment sale, check box ► ☐	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ►	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ►	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____	Date _____	Type or print name and title _____
---	------------	------------------------------------

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ► _____			Firm's EIN ► _____	
Firm's address ► _____			Phone no. _____	

RESOLUTION AND DECLARATION OF OFFICIAL INTENT

Lessee: WEST VALLEY CITY CORPORATION

Principal Amount Expected To Be Financed: \$1,985,461.00

WHEREAS, the above Lessee is a political subdivision of the State in which Lessee is located (the "State") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description Of Property: See Attached Schedule A-1

WHEREAS, JPMorgan Chase Bank, N.A. ("Lessor") is expected to act as the lessor under the Equipment Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Equipment Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

SECTION 1. Either one of the (insert title) _____ **OR** the (insert title) _____ (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

SECTION 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

SECTION 3. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

SECTION 4. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute a general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

SECTION 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

SECTION 6. This Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, 20__.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

Dated: **JULY 15, 2026**

Lease Schedule No: 503063

Lessee: **WEST VALLEY CITY CORPORATION**

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature

Name	Title	Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

NOTE: In case the Secretary/Clerk is also the authorized representative that executes a Lease-Purchase Agreement / documents by the above incumbency, this certificate must also be signed by a second officer.

Print Name: _____ Signature: _____

Title: _____



Date: JULY 15, 2026
Lessee: WEST VALLEY CITY CORPORATION
Lessor: JPMORGAN CHASE BANK, N.A.

Re: Lease Schedule No. **503063** dated **July 15, 2026** together with its Master Lease-Purchase Agreement dated as of **July 15, 2026** by and between the above-named Lessee and the above-named Lessor and the Escrow Agreement dated **July 15, 2026** relating to the foregoing.

Sir/Madam:

I have acted as counsel to Lessee with respect to the Lease Schedule and its Addenda, the Master Lease-Purchase Agreement and its Addenda, and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion. Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Utah (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Brandon Hill
Asst. City Attorney
West Valley City



PROCEEDS DISBURSEMENT AUTHORIZATION

JPMORGAN CHASE BANK, N.A.
1111 Polaris Parkway, Suite N4 (OH1-1085)
Columbus, Ohio 43240

Date: **July 15, 2026**

Re: Disbursements Of Proceeds Under The MASTER LEASE PURCHASE AGREEMENT Referred To Below

Reference is made to that certain Master Lease Purchase Agreement dated July 15, 2026 between **WEST VALLEY CITY CORPORATION**, ("Lessee") and **JPMORGAN CHASE BANK, N.A.** (the "Lessor").

I hereby instruct you and authorize you to disburse \$1,985,461.00 to the account number(s) as specified below:

Payee #1

Wire:

Name of Bank:	U.S. BANK N.A.
ABA No.:	091000022
Account Number:	104793255431
Account Name:	US BANK TFM ESCROW
Amount:	\$1,985,461.00
Reference:	ESCROW

By signing below, Lessee authorizes Lessor to issue checks or direct fund transfers to the payees, in the amounts, and per the instructions (if applicable) set forth above. Lessee also acknowledges that it may be responsible for paying other fees directly to third parties, such as Lessor's counsel, and making other disbursements in connection with the lease transaction per the terms of the lease documents. Lessor may rely and act on the instructions set forth herein and shall not be responsible for the use or application of the funds, and Lessee shall indemnify, defend and hold harmless Lessor from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of action in any way relating to or arising from acting in accordance therewith. In the event of any conflict with any other instruction set forth herein, the ABA # and Account # shall control.

(The next page is the signature page)

PROCEEDS DISBURSEMENT AUTHORIZATION
Signature Page

IN WITNESS WHEREOF, the Lessee has caused this Proceeds Disbursement Authorization to be executed as of the day and year first above written.

WEST VALLEY CITY CORPORATION
(Lessee)

By: _____

Title: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of July 15, 2026 by and among JPMorgan Chase Bank, N.A. ("*Lessor*"), West Valley City Corporation ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Lease-Purchase Agreement dated as of July 15, 2026 (the "*Master Agreement*") and a Lease Schedule No. 503063 thereto dated July 15, 2026 (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Escrow Funding Schedule Addendum and Arbitrage Certificate to the Lease (the "Escrow Addendum") further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$1,985,461.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow

Version 2024

Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Account, as set forth in Exhibit 1. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Lessee and Lessor recognize and agree that Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of the Escrow Fund or the purchase or disposition of any investment and Escrow Agent will not have any liability for any loss in an investment made pursuant to the terms of this Escrow Agreement. Escrow Agent has no responsibility whatsoever to determine the market or other value of any investment and makes no representation or warranty as to the accuracy of any such valuations. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Escrow Agent may elect, but shall not be obligated, to credit the Escrow Fund with funds representing income or principal payments due on, or sales proceeds due in respect of, assets in the account, or to credit to the account assets intended to be purchased with such funds, in each case before actually receiving the requisite funds from the payment source, or to otherwise advance funds for account transactions. Notwithstanding anything else in this Escrow Agreement, (i) any such crediting of funds or assets shall be provisional in nature, and Escrow Agent shall be authorized to reverse or offset any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Escrow Agreement shall constitute a waiver of any of U.S. Bank National Association's rights as a securities intermediary under Uniform Commercial Code §9-206. Escrow Agent may also set-off against and deduct from the Escrow Fund with respect to checks or other deposits that have been credited to the accounts but are subsequently returned unpaid or reversed, or other overdrafts that may arise from time to time in the account (whether by reason of provisional credit, failed or assumed settlements, claw-backs or other reason).

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's and Lessee's authorized signatures are provided in Exhibit 5 attached hereto. Escrow Agent will use best efforts to process requests for payment within one (1) Business Day of receipt of Requisition Requests received prior to 2:00 p.m. Central Time. The final Requisition Request shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto, upon which Escrow Agent may conclusively rely. For purposes of this Escrow Agreement,

“Business Day” shall mean any day, other than a Saturday, Sunday or legal holiday, on which Escrow Agent is open to the public for general banking purposes.

Escrow Agent is authorized but shall not be required to seek confirmation of instructions received hereunder by telephone call-back to any person designated by the instructing party on Exhibit 5 hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Exhibit 5, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee’s or Lessor’s executive officers (“Executive Officers”), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Lessor agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Lessor to identify (i) the beneficiary, (ii) the beneficiary’s bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary’s bank or an intermediary bank so designated. Lessee and Lessor acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or a Non-Appropriation Event has occurred under the Agreement, upon which Escrow Agent may conclusively rely, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full (upon which Escrow Agent may conclusively rely) or upon the Escrow Expiration Date set forth below, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Rental Payment due under the Agreement, second, to reimburse Lessee for the interest portion of the Rental Payments previously made within the past 18 months, and third, to prepayment of the principal component of Lease Payments in inverse order of maturity. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Following disbursement of funds pursuant to this Escrow Agreement, Escrow Agent shall have no responsibility whatsoever to determine whether any funds will be used and applied in the manner contemplated herein. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

Escrow Expiration Date: 7/15/2029

(e) This Escrow Agreement shall terminate upon the distribution of all the amounts in the Escrow Fund pursuant to any applicable provision of this Escrow Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Escrow Agreement.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be paid by Lessee upon Escrow Agent’s demand. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder and shall have full and complete authorization and protection in acting in accordance with the advice of such counsel, except in the event of Escrow Agent’s

gross negligence, willful misconduct or bad faith. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties will be implied. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee or Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct or bad faith. In no event will Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent. Lessee shall, to the fullest extent permitted by law, indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") upon demand against any and all claims, actions and proceedings (whether asserted or commenced by Lessee, Lessor or any other person or entity and whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) (collectively, "Losses") arising from this Escrow Agreement or Escrow Agent's actions hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been directly caused solely by the gross negligence, willful misconduct or bad faith of such Indemnified Party. Lessee further agrees to indemnify each Indemnified Party for all costs, including without limitation reasonable attorneys' fees, incurred by such Indemnified Party in connection with action taken to enforce Lessee's obligations to Escrow Agent under this Escrow Agreement. The obligations of Lessee under this Section shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice to Lessee and Escrow Agent. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor. If Lessor fails to appoint a successor escrow agent within thirty (30) days after notice of resignation or removal is received, Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses related to such petition shall be paid by Lessee.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Fund, if any. Lessee and Lessor shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations.

11. In the event of (i) any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby or (ii) Escrow Agent is unable, after reasonable due diligence, to

determine the proper action with respect to its obligations hereunder, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve any such disagreement hereunder.

12. All notices, approvals, consents, requests and other communications hereunder (each, a "Notice") must be in writing (and any communication sent to Escrow Agent hereunder must be in the form of a document that is signed manually or by way of an Electronic Signature as provided below, including a digital signature provided via DocuSign (or such other digital signature provider as specified in writing to Escrow Agent by either Lessor or Lessee) or an electronic copy thereof), in English, and may only be delivered (a) by personal delivery, or (b) by national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) by facsimile transmission, with confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for Notice via email, which shall be effective only when the recipient, by return email or Notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

Delivery of an executed counterpart of a signature page of (A) this Agreement and/or (B) any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement and/or the transactions contemplated hereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. Each party hereto shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any other party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature. Upon the request of Escrow Agent or Lessor, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among any of the parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) each party may, at its option, create one or more copies of this Agreement and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such party's business, and destroy the original paper document (and all such electronic records shall be considered an

original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), and (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement and/or such Ancillary Document, respectively, including with respect to any signature pages thereto. As used herein, "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record. Each other party agrees to assume the risks arising out of the use of Electronic Signatures and electronic methods to submit Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of any party under this Escrow Agreement may be assigned without the prior written consent of each other party, such consent not to be unreasonably withheld or delayed.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties. Nothing in this Escrow Agreement, express or implied, is intended to or will confer upon any person other than the signatory parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

16. Reserved.

17. If any portion of the Escrow Fund held hereunder is at any time attached, garnished or levied upon, or otherwise subject to any valid and enforceable writ, order, decree or process of any court, or in case disbursement of such funds is stayed or enjoined by any valid and enforceable court order, Escrow Agent is authorized, in its sole and good faith discretion, to respond as it deems appropriate or to comply with all such valid and enforceable writs, orders, decrees or process so entered or issued, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such valid and enforceable writ, order, decree or process, it will not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is later reversed, modified, annulled, set aside or vacated.

18. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

19. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

JPMorgan Chase Bank, N.A.as Lessor
By:
Name:
Title: Authorized Officer
Address: 1111 Polaris Parkway, Suite 1A OH1-1085 Columbus, OH 43240

West Valley City Corporation, as Lessee
By:
Name: Karen Lang
Title: Mayor West Valley City
Address: 3600 Constitution Blvd. West Valley city 84119

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name: T. Scott Fesler
Title: Vice President
Address: U.S. Bank National Association Global Corporate Trust 10 West Market Street, Suite 830 Indianapolis, IN 46204

EXHIBIT 1

U.S. BANK NATIONAL ASSOCIATION MONEY MARKET DEPOSIT ACCOUNT AUTHORIZATION FORM DESCRIPTION AND TERMS

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of its customers. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank, U.S. Bank Trust National Association, or U.S. Bank Trust Company National Association (as applicable) (the “U.S. Bank Entities”) as agent for Global Corporate Trust customers. The U.S. Bank Entities perform all account deposits and withdrawals. Deposit accounts are FDIC-insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

THE U.S. BANK ENTITIES, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, ARE NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR INVESTMENT ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary as may be authorized under the governing agreement, the applicable U.S. Bank Entity is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. Customer confirms that the U.S. Bank Money Market Deposit Account is a permitted investment under the governing agreement and this authorization is the permanent direction for investment of the moneys until the applicable U.S. Bank Entity is notified in writing of alternate instructions.

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent Equipment Lease Purchase Escrow

CTS01010A	Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	Waived
CTS04460	Escrow Agent One Time fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	\$1500 (Escrow Fee)
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3
REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of **July 15, 2026** (the "*Escrow Agreement*") by and among JPMorgan Chase Bank, N.A. (the "*Lessor*"), West Valley City Corporation (the "*Lessee*"), and U.S. Bank National Association (the "*Escrow Agent*"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Lease-Purchase Agreement dated as of **July 15, 2026** (the "*Master Agreement*") and Lease Schedule No. 503063 thereto dated **July 15, 2026** (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request, and as listed on Schedule A-1 attached hereto.

Pursuant to Section 6(b) of the above-referenced Escrow Agreement, Lessor and Lessee hereby instruct Escrow Agent to disburse funds from the Escrow Account to [Lessee], as provided below:

Payee: _____
Amount: _____

Wire/ACH

Bank Name:
Bank Address:
ABA No.:
Account Name:
Account No.:

Check

Name:
Address 1:
Address 2:
City/State
Zip Code:

Payee: _____
Amount: _____

Wire/ACH

Bank Name:
Bank Address:
ABA No.:
Account Name:
Account No.:

Check

Name:
Address 1:
Address 2:
City/State
Zip Code:

Payee: _____
Amount: _____

Wire/ACH

Bank Name:
Bank Address:
ABA No.:
Account Name:
Account No.:

Check

Name:
Address 1:
Address 2:
City/State
Zip Code:

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.

4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.
7. Lessee agrees that (a) the Lessor has not selected, manufactured, sold or supplied any of the Equipment, (b) Lessee has selected all of the Equipment and its suppliers, and (c) Lessee has received a copy of, and approved, the purchase orders or purchase contracts for the Equipment.

Request Date: _____

Lessor: JPMorgan Chase Bank, N.A.
By:
Name:
Title: Authorized Officer

Lessee: West Valley City Corporation
By:
Name:
Title:

SCHEDULE A-1
Equipment Description

(This Schedule A-1 is attached to a Requisition Request relating to the Lease Schedule.)

Lease Schedule No: 503063 dated July 15, 2026

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: 3600 S CONSTITUTION BLVD,
W VALLEY CITY, Salt Lake COUNTY,
UT 84119-3720

Equipment Description: ESCROW- PIERCE ARIEL LADDER
TRUCK AND EQUIPMENT

Exhibit 4

Final Acceptance Certificate

JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite 1A
OH1-1085
Columbus, OH 43240

Re: Lease **Schedule No.** 503063 to Master Lease-Purchase Agreement between JPMorgan and West Valley City Corporation.

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, JPMorgan ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: West Valley City Corporation
By:
Name:
Title:

Exhibit 5

Each of the following person(s) is a **Lessee Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Lessee's behalf (only one signature required):

_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No

(Note: if only one person is identified above, please add the following language:)

The following persons (not listed above) are authorized for call-back confirmations:

_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number

Each of the following person(s) is a **Lessor Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Lessor's behalf (only one signature required):

<u>Meron Gola</u>	<u>Standing Signature on File</u>	<u>614-217-4670</u>
Name	Specimen signature	Telephone No
<u>Kris Hewitt</u>	<u>Standing Signature on File</u>	<u>614-213-8581</u>
Name	Specimen signature	Telephone No
<u>Edgar Lopez</u>	<u>Standing Signature on File</u>	<u>312-954-0046</u>
Name	Specimen signature	Telephone No
<u>Anthony Stimac</u>	<u>Standing Signature on File</u>	<u>312-732-8977</u>
Name	Specimen signature	Telephone No
<u>Kelsey A. Bruck</u>	<u>Standing Signature on File</u>	<u>614-213-9516</u>
Name	Specimen signature	Telephone No
<u>Valerie Williams</u>	<u>Standing Signature on File</u>	<u>312-336-0553</u>
Name	Specimen signature	Telephone No
<u>Vanessa De Santiago</u>	<u>Standing Signature on File</u>	<u>312-336-2170</u>
Name	Specimen signature	Telephone No
<u>Cameron Sordia</u>	<u>Standing Signature on File</u>	<u>480-514-3578</u>
Name	Specimen signature	Telephone No
<u>Monica Munoz</u>	<u>Standing Signature on File</u>	<u>312-336-0384</u>
Name	Specimen signature	Telephone No
<u>Faustine Feng</u>	<u>Standing Signature on File</u>	<u>480-627-2508</u>
Name	Specimen signature	Telephone No
<u>Micah Reed</u>	<u>Standing Signature on File</u>	<u>312-732-1263</u>
Name	Specimen signature	Telephone No
<u>Saundra Fuller</u>	<u>Standing Signature on File</u>	<u>332-799-4873</u>
Name	Specimen signature	Telephone No
<u>Susan Meyer</u>	<u>Standing Signature on File</u>	<u>219-688-4344</u>
Name	Specimen signature	Telephone No

**ESCROW FUNDING SCHEDULE ADDENDUM
AND ARBITRAGE CERTIFICATE**

Dated as of: **July 15, 2026**

Lease Schedule No.: **503063**

Lessee: **West Valley City Corporation**

Escrow Agent: **U.S. BANK NATIONAL ASSOCIATION**

Escrow Agreement dated as of: **July 15, 2026**

Amount To Be Deposited Into Escrow: **\$ 1,985,461.00 ("Lessor's Deposit")**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Lessee and Lessor together with the above Escrow Agent ("Escrow Agent") have entered into the above Escrow Agreement ("Escrow Agreement") establishing a fund ("Equipment Acquisition Fund") from which the Purchase Price of the Equipment will be paid.

2. Lessor shall deposit such amount into escrow as is required by the Escrow Agreement, which amount shall be credited to the Equipment Acquisition Fund. Lessee shall pay the balance of the Purchase Price of the Equipment, either by deposit in escrow to the Equipment Acquisition Fund or by direct payment to the Suppliers of the Equipment.

3. The Lease Term of the Lease shall commence on the earlier of the date specified in the Payment Schedule to the Schedule or the date of Lessor's deposit of funds into the Equipment Acquisition Fund. Notwithstanding the statements regarding delivery and acceptance of the Equipment in the Schedule, the parties acknowledge that the Equipment will be accepted as provided in the Escrow Agreement.

4. The delivery of documents and the satisfaction of any other conditions required by the Escrow Agreement or this Addendum shall be additional Funding Conditions for the Lease.

5. Upon Lessee's execution of the Escrow Agreement, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Escrow Agreement and to perform its obligations under the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Escrow Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; and (c) the Escrow Agreement is authorized under, and the authorization, execution and delivery of the Escrow Agreement complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and public investment laws) and all applicable judgments and court orders.

6. The opinion of Lessee's legal counsel will include statements to the same effect as the representations of Lessee in paragraph 5 above.

7. It shall be an additional event of default under the Lease if Lessee fails to pay or perform any of its obligations under the Escrow Agreement or this Addendum or if any of the representations of Lessee in the Escrow Agreement or this Addendum prove to be false, misleading or erroneous in any material respect.

8. **ARBITRAGE CERTIFICATE.** The authorized representative of Lessee who executes this Addendum hereby certifies that he/she is the duly qualified and acting representative of Lessee with the title set forth below his/her signature hereon; that Lessee has executed and delivered the Schedule and the Master Lease (collectively, the "Lease"); that Lessee is a political subdivision of the State identified in the Lease; and that in his/her official capacity as such officer he/she is responsible for executing and delivering, on behalf of the Lessee, the Lease and this Addendum. This paragraph of this Addendum (hereinafter, this paragraph shall be identified as the "Arbitrage Certificate") is being issued by Lessee as a "no arbitrage certificate" pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations, Sections 1.148-0 through 1.148.11 (the "Regulations"). Lessee represents and warrants to Lessor that the following facts, estimates and circumstances are in existence on the date of this Arbitrage Certificate or are reasonably expect to occur hereafter.

(a) The Lease provides for the lease of the Equipment described in the Lease by Lessor to Lessee. Under the Lease, Lessee is required to make Rent Payments with respect to the Equipment, comprising principal and interest, on the dates and in the amounts stated in the Payment Schedule to the Lease.

(b) Pursuant to the Lease and for the purpose of meeting its obligations thereunder and assuring the Lessee of the availability of monies needed to pay the cost of the Equipment when due, Lessee, Lessor and the Escrow Agent have executed the Escrow Agreement.

(c) Contracts or purchase orders providing for the acquisition and delivery of the Equipment have been issued by Lessee to Equipment Vendors therefor and the Equipment will be acquired and installed with due diligence. Based upon the provisions of the contracts or purchase orders, the Equipment will be acquired and installed no later than **thirty-six (36) months** from the date of the Escrow Agreement ("Funding Expiration Date").

(d) The Escrow Agreement provides that Lessor shall deposit the Lessor's Deposit into escrow to be credited to the Equipment Acquisition Fund created by the Escrow Agreement and utilized to pay for the Equipment as provided therein. It is presently expected that all such funds initially credited to the Equipment Acquisition Fund shall be disbursed to pay for the Equipment, but any such amounts ultimately determined not to be needed for such purposes and the interest earnings on the amounts held in escrow shall be utilized on or after the Funding Expiration Date to pay part of the principal due under the Lease, as provided in the Escrow Agreement.

(e) All of the spendable proceeds of the Lease will be expended on the Equipment and related expenses on or before the Funding Expiration Date.

(f) The original proceeds of the Lease, and interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Lease is issued.

(g) The interest of Lessee in the Equipment has not been and is not expected during the term of the Lease to be sold or disposed of by Lessee.

(h) No sinking fund is expected to be created by Lessee with respect to the Lease and Rental Payments.

(i) Lessee represents, warrants and covenants to one of the following statements of this clause (i) as is initialed by Lessee below [and if Lessee fails to initial its selection, then subclause (A) shall be deemed to have been selected by Lessee]:

_____ (A) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 36 months of the date of the Escrow Agreement in accordance with the following schedule:

No less than 15% within 6 months of the date of the Escrow Agreement;
No less than 60% within 12 months of the date of the Escrow Agreement; and
No less than 100% within 36 months of the date of the Escrow Agreement.

_____ (B) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 6 months of the date of the Escrow Agreement.

_____ (C) Lessee qualifies for the "small issuer" exemption in section 148(f)(4)(D) of the Code because all of the following are true: (1) Lessee is a governmental unit with general taxing powers, and (2) the Lease is not a "private activity bond" as defined in Section 141 of the Code, and (3) 95% or more of the proceeds of the Lease shall be used for the governmental activities of Lessee, and (4) the aggregate face amount of all tax exempt bonds and other tax exempt obligations (other than "private activity bonds") issued by Lessee (and any subordinate entities of Lessee as contemplated by Section 148(f) of the Code) during the calendar year in which the Lease is issued is not reasonably expected to exceed \$5,000,000.00.

(j) Lessee hereby covenants that Lessee shall comply with all of the requirements of the Code and Regulations relating to the rebate of arbitrage profit to the United States of America (including, without limitation Section 148(f) of the Code) and will rebate to the United States of America all arbitrage profit required thereby.

(k) To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would change the foregoing expectations.

(l) Lessee has not been notified of the listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

9. If there is a partial prepayment of principal pursuant to the terms of either clause (c) of Section 2.04 second of the Escrow Agreement or clause (c) of Section 2.05 second of the Escrow Agreement, then in addition to the payment of the Partial Principal Amount, a Break Funding Charge (as defined below) shall be due and payable if (i) exceeds (ii) where (i) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap including any forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Lease was originally funded or (b) the date a rate lock letter was signed, if any, and (ii) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap which Lessor shall be deemed to have entered into on the date of prepayment (the "Replacement Swap"). The "Break Funding Charge" equals the present value of the difference between (i) and (ii) for each interest period discounted to a net present value as of the date of prepayment using the fixed interest rate of the Replacement Swap. Lessee acknowledges that (i) Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the Break Funding Charge is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the Lease and (ii) all calculations and determinations by the Lessor of the Break Funding Charge or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

10. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

(The next page is the signature page)

Escrow Funding Schedule Addendum and Arbitrage Certificate
Signature page

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

West Valley City Corporation

(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

Requesting Escrow Disbursement

To request an escrow disbursement, the following documents should be emailed to: cefi.escrow.disbursement.request@jpmchase.com

Excel Spreadsheet (required when more than 5 invoices are submitted for payment)

- Include Excel spreadsheet listing the following information

Vendor Name	Invoice #	Equip. Desc.	VIN/Serial #	Invoice Amount

Invoice(s)

- ✓ Should have a clear description of the equipment including Serial Numbers
- ✓ Should reflect the total amount of the equipment, along with any progress payment due
- ✓ The Purchaser shown on the invoice
- ✓ **Wire Transfer instructions of the vendor**

W-9 from the vendor is required for all vendor payments

Vehicle Attachment(s)

If the payment is for an Attachment to a Vehicle, the Invoice clearly reflects the VIN # of the vehicle for the attachment.

If **reimbursement** for previously paid invoices is being requested, also provide Proof of Payment:

- ✓ Copy of the Wire Confirmation
- ✓ Copy of cancelled check front and back
- ✓ Bank Wiring instructions for the account where the funds are to be deposited

If the escrow disbursement is **for titled vehicles**:

- ✓ Copy of the Title/MSO front and back and Copy of the Title Application showing:
 - Purchaser = Legal Entity name of client as shown on the Lease Financing Documents
 - Lienholder = JPMorgan Chase Bank, N.A., P.O. Box 6026, Chicago, IL 60680
(LA does not require JPMorgan Chase Bank, N.A. to be listed as lien holder on title applications.)

Completing the Information on the Authorization Form

- ✓ The payee name should reflect who we are disbursing funds to
- ✓ Multiple invoices can be grouped together for a unique vendor (please include a spreadsheet of each of the invoices to be paid and note "see attached" on the invoice detail line).
- ✓ Disbursement requests **must be signed by an authorized signer as shown on the Certificate of Incumbency, Resolution or Exhibit 5 of the escrow agreement.**
- ✓ Certain Wire transfers will require a callback performed on a recorded line to verify wiring instructions to us on the payment request form. In order to expedite this process, please make sure the designated person (s) named as authorized to perform the call-back (as noted in the persons authorized for call-back confirmations section of Exhibit 5 of the escrow agreement) are available to complete the call-back.
- ✓ If submitting a Final Request, please provide a completed Exhibit 4 (Final Acceptance Certificate)

Insurance certificate is required for all delivered equipment which certificate includes and is not limited to:

1. PHYSICAL DAMAGE
 - a. Replacement cost coverage for the equipment (physical damage coverage for vehicles) identified on the attached Schedule A-1 and the equipment cost referenced on same.
 - b. "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns" shall be named as Lender's Loss Payee.
2. LIABILITY
 - a. General liability and Auto liability coverage as required must be provided in the amount of \$5,000,000.00, or in the State of Texas in the amount of \$300,000.00.
 - b. "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns" shall be named as Additional Insured.
 3. Please reference the Insurance Request Letter for further details.

SIGN UP . . . FOR AUTOMATED BILL PAYMENT

Please complete ALL Sections and return this form:

I authorize **JPMORGAN CHASE BANK, N.A.** to make withdrawals from the account listed below. I understand that I control my withdrawals for payments on leases and loans. If at any time I decide to discontinue this payment service, I will notify the biller. **I also understand that any future leases and loans will automatically be set up with auto debit withdrawals unless JPMorgan Chase Bank, N.A. elects to the contrary. All assessments and other fees payable under the leases and loans will be withdrawn with rental/installment payments unless otherwise instructed.**

(PLEASE PRINT)

Customer Information:

Financial Institution:

Name:	WEST VALLEY CITY CORPORATION		Name:			
Address:	3600 S CONSTITUTION BLVD		Address:			
City:	W VALLEY CITY		City:			
State:	UT	Zip: 84119-3720	State:		Zip:	

Account Type (check one) ☐ Checking ☐ Savings

Routing /ABA Number _____ Account Number _____

(Please enclose a voided check)

Biller Information:

Your JPMorgan Chase Bank, N.A. Account Number(s) as Shown on Agreement or Invoice.

(A sign up form is required for each unique financial institution account and routing/ABA number.)

503063 _ _ _ _ _

Notice to Customer - This agreement authorizes the periodic transfer of funds from your account at the financial institution listed on this sign up form by electronic means. Your rights and liabilities under this agreement are governed in part by federal laws and regulations dealing with electronic fund transfers. You should consult your agreement with the financial institution, which holds your account for a more complete disclosure of your legal rights. Withdrawal amount may change to reflect the payment schedule defined in the agreement. This authorization and change of payment method will not modify or amend the agreement, including any rights or remedies of JPMorgan Chase Bank, N.A. The biller reserves the right to discontinue this payment service at biller's discretion and upon notice to the customer.

Authorized Signature

Date

Telephone No.

Do Not Enclose Payment!

**Mail to: JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, (OH1-1085)
Columbus, Ohio 43240
Phone: 1-800-678-2601 Option #2
Or
Email: JPMEF.Portfolio.Service@JPMORGAN.com**

THINGS YOU NEED TO KNOW ABOUT AUTOMATED BILL PAYMENT

Q. How do I sign up?

A. Complete all sections of this form, sign, enclose a voided check and mail or email to **JPMEF.Portfolio.Service@JPMORGAN.com**.

Q. Once I have enrolled in the automated bill payment will JPMorgan Chase Bank, N.A. give me notice of when my automated bill payment will begin?

A. Yes. You will be notified by mail in advance of your actual start date. Typically, it will take 4 to 6 weeks before you will begin. Please continue to pay until notification is received.

Q. When will the payment amounts be taken out of my checking or savings account?

A. The periodic payment will be deducted from your checking or savings account automatically by JPMorgan Chase Bank, N.A. on the payment due date. If the payment due date falls on a weekend or holiday the payment will be deducted on the next business day.

Q. What if I have a question about my bill payment or want to stop the automated payment plan?

A. Simply call us at **1-800-678-2601 Option #2**.

Q. How can I be sure my bill has been paid?

A. Your payment will be clearly itemized on your bank's monthly account statement.

Q. Is there a charge for this service?

A. No. You are a valued customer and we offer this service free of charge.

Q. If I've already signed up, must I complete the form again?

A. Only if you are adding or changing the financial institution account and/or routing/ABA numbers.

Q. How will I be billed for assessments?

A. Assessments such as personal property tax and fees will be deducted with your rental payment unless otherwise instructed by you in writing.

Expected Equipment Purchase Price \$1,985,461.00

Net Amount Financed \$1,985,461.00

Asset Name	Location
ESCROW- PIERCE ARIEL LADDER TRUCK AND EQUIPMENT	3600 S CONSTITUTION BLVD, W VALLEY CITY, Salt Lake COUNTY, UT 84119-3720

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

(The next page is the signature page)

SCHEDULE A-1
Signature Page

This Schedule A-1 is attached to the Lease Schedule **503063** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

WEST VALLEY CITY CORPORATION
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A
(Lessor)

By: _____

Title: Authorized Officer



Description: Development Agreement Amendment with Village at River's Edge, LLC and Village Townhomes at River's Edge, LLC

Fiscal Impact: \$0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:

A resolution authorizing the City to enter into a development agreement amendment with Village at River's Edge, LLC and Village Townhomes at River's Edge, LLC.

Summary:

This resolution authorizes a development agreement amendment between the City and Village at River's Edge, LLC and Village Townhomes at River's Edge, LLC to clarify which standards from the original development agreement apply to the apartments and which standards apply to the townhomes.

Background:

The City first entered into a development agreement on the subject property at 1251 West 3300 South in 2002. This agreement was replaced with a new one in 2023 that allowed the ground floor commercial space within several mixed use buildings to be converted to apartments and allowed for new townhomes to be constructed on the site. Standards for the apartments and townhomes were included in the new agreement.

The owner of the property is refinancing the apartment project with a HUD insured loan. HUD is requiring that the development agreement obligations for the apartments and for the townhomes be assigned to different entities. The amendment assigns the apartment obligations to Village at River's Edge, LLC and the townhome obligations to Village Townhomes at River's Edge, LLC. The standards in the agreement remain the same.

Recommendation:

Staff recommends approval to the City Council.

Department: Community Development

Submitted by: Steve Pastorik

Date: 6/16/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AMENDMENT TO A
DEVELOPMENT AGREEMENT BETWEEN THE CITY, VILLAGE
AT RIVER'S EDGE, LLC, AND VILLAGE TOWNHOMES AT
RIVER'S EDGE, LLC.**

WHEREAS, the City and Village at River's Edge, LLC previously entered into a Development Agreement on or about June 20, 2023; and

WHEREAS, Village at River's Edge, LLC wishes to convey a portion of the project to Village Townhomes at River's Edge, LLC; and

WHEREAS, a First Amendment has been prepared by and between the City, Village at River's Edge, LLC, and Village Townhomes at River's Edge, LLC, a copy of which is attached hereto and entitled "First Amendment to Development Agreement") (hereinafter, the "Amendment"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

22 NF

14130284 B: 11432 P: 6333 Total Pages: 22
07/18/2023 01:34 PM By: aallen Fees: \$0.00
Rashelle Hobbs Recorder, Salt Lake County, Utah
Return to: WEST VALLEY CITY RECORDER'S OFFICE
3600 SOUTH CONSTITUTION BOULEVARD SALT LAKE CITY, UT 84119

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this 20 day of June, 2023, by and between Village at River's Edge, LLC, a Utah limited liability company, (herein "Developer") for the land to be included in or affected by the project located at approximately 1251 West 3300 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 13.02 acres of real property located at approximately 1251 West 3300 South in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for an amended and expanded residential development (the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Agreement; and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq.*, and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A". No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit "B". The Project shall also comply with all requirements set forth in the minutes of the City Council hearings on this matter.

5. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement neither creates any joint venture, partnership, undertaking or business arrangement between the parties hereto nor conveys any rights or benefits to third parties, except as expressly provided herein.

8. **Integration, Modification, and Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A" and "B" are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER: Village at River's Edge, LLC
c/o Colosimos
P.O. Box 65781
Salt Lake City, UT 84165

TO CITY: West Valley City
Wayne Pyle, City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

WITH A COPY TO: West Valley City Attorney's Office
Attn: Brandon Hill
3600 Constitution Blvd.
West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

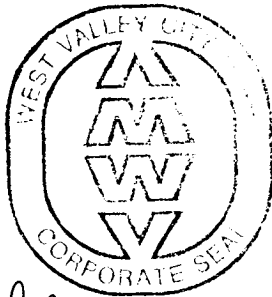
10. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs.** In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

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

WEST VALLEY CITY



ATTEST:

[Signature]
CITY RECORDER

Karen Lang
MAYOR

APPROVED AS TO FORM WVC Attorney's Office
By: <u>BH</u>
Date: <u>6/8/23</u>

DEVELOPER

By: Joe Colosimo
Its: member

State of Utah

County of Salt Lake City :SS

On this 31st day of May, 2033, personally appeared before me JOE COLOSIMO, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the MEMBER of Village at River's Edge, LLC, a Utah limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its members or articles of organization, and he or she acknowledged to me that said entity executed the same.

Betty Jo Knobloch
Notary Public

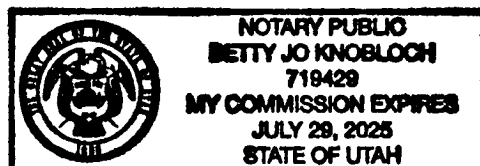


EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 15-26-352-004

BEG 41.25 FT S & 280 FT E FR SW COR SEC 26 T 1S R 1W SL MER E 204.3 FT N 0°50' W 950 FT TO 3300 SO ST S 85°12' W 206.05 FT M OR L S 1°02' E 930 FT M OR L TO BEG. LESS STATE ROAD. 4.38 ACRES.

Parcel #: 15-26-352-005

BEG 41.25 FT S & 484.22 FT E FR SW COR SEC 26 T 1S R 1W SL MER E 75 FT N 0°50' W 958 FT TO 3300 SO ST S 85°35' W 75.22 FT S 0°50' E 950 FT M OR L TO BEG. LESS STATE ROAD. 1.62 ACRES.

Parcel #: 15-26-352-017

BEG N 45°23'21" E 1418.47 FT & S 32°50'20" W 72.35 FT & SW'LY ALG A 2804.79 FT RADIUS CURVE TO L 16.73 FT FR SW COR SEC 26, T 1S, R 1W, SLM; SW'LY ALG 2804.79 FT RADIUS CURVE TO L 125.27 FT M OR L; S 85°37'11" W 65.71 FT; S 5°40'25" W 81.25 FT; S 4°08'48" W 127.5 FT; S 3°22'28" E 127.42 FT; S 12°08'25" E 91.2 FT; S 22°24'44" E 106.09 FT; S 29°37'28" E 92.59 FT; S 36°34'03" E 89.45 FT; S 60°15'41" E 92.49 FT M OR L TO W LINE OF 1300 W EXTENSION; N'LY ALG A 711.92 FT RADIUS CURVE TO L 71.74 FT M OR L; N 0°43'27" W 645.55 FT; N 45°39'12" W 23.69 FT TO BEG. LESS & EXCEPTING BEG N 00°08'31" W 935.16 FT & E 956.12 FT FR SW COR OF SEC 26, T 1S, R 1W, SLM; S 45°39'12" E 23.62 FT TO W'LY STREET; S 00°43'28" E 214.62 FT; S 88°58' W 31.82 FT; S 1°02' E 17.80 FT; W'LY ALG A 20 FT RADIUS CURVE TO R 15.71 FT; N 46°02' W 180.35 FT; N'LY ALG A 20 FT RADIUS CURVE TO R 14.58 FT; N 4°15'34" W 95.77 FT; N 85°38' E 47.73 FT; E'LY ALG A 2804.79 FT RADIUS CURVE TO R 121.71 FT TO BEG. 2.25 ACRES M OR L.

Parcel #: 15-26-352-018

BEG N 89°38'54" E 763.26 FT & N 918.36 FT FR SW COR OF SEC 26, T 1S, R 1W, SLM; SD PT ALSO BEING ON S LINE OF 3300 S STREET; S 5°40'25" W 81.25 FT; S 4°08'48" W 127.5 FT; S 3°22'28" E 127.42 FT; S 12°08'25" E 91.2 FT; S 22°24'44" E 106.09 FT; S 29°37'28" E 92.59 FT; S 36°34'03" E 16.59 FT; S 87°49'34" W 118.55 FT; SW'LY ALG A 39.82 FT RADIUS CURVE TO L 17.79 FT; S 57°00'19" W 33.18 FT; SW'LY ALG A 18 FT RADIUS CURVE TO R 9.68 FT; S 87°49'34" W 31.91 FT; S 02°10'21" E 246.75 FT; N 87°49'34" E 18 FT; N 02°10'26" W 4.07 FT; N 89°39'01" E 124.50 FT; N 47°56'09" E 36.79 FT; N 02°10'26" W 29.82 FT; N 47°56'09" E 50.40 FT; N 81°52'19" E 57.94 FT; E 28.47 FT TO W LINE OF 1300 W EXTENSION; S'LY ALG A 711.92 FT RADIUS CURVE TO R 173.653 FT; W 354.78 FT; N 0°50' W 944.26 FT TO 3300 S STREET; N 85°38' E 218.94 FT TO BEG. 4.77 ACRES M OR L.

EXHIBIT B

DEVELOPMENT STANDARDS

Apartments

1. The ground level commercial space in buildings A1-A4 shown in Exhibit C shall be converted into no more than a total of 30 new apartments.
2. The unit mix for the 30 new apartments shall be 12 studio units, 6 1-bedroom units, and 12 2-bedroom units.
3. The minimum apartment unit sizes shall be 477 square feet for studio units, 727 square feet for 1-bedroom units, and 914 square feet for 2-bedroom units.
4. The ground level exteriors of buildings A1-A4 shown in Exhibit C shall be remodeled substantially like the renderings in Exhibit D.
5. The stucco exteriors of buildings A1-A14 and C1 shown in Exhibit C shall be updated to fix cracks and be repainted with the colors shown in Exhibit D.
6. All new apartments shall have 9-foot ceilings, solid surface countertops in kitchens and bathrooms, 96% efficient furnaces, vinyl plank flooring in all rooms except bathrooms, and two-tone paint.
7. Each new apartment unit shall have its own entry courts or patios as shown in Exhibit D.

Townhomes

8. No more than 17 new townhomes shall be built in the area shown as buildings B1-B4 on Exhibit C.
9. The minimum finished area for each townhome shall be 2,000 square feet above grade excluding the garage.
10. Each new townhome unit shall be constructed substantially like the renderings and elevations in Exhibit E. All requirements in the "Other Standards" section of Exhibit B shall be met. This means that the renderings and elevations in Exhibit E may need to be revised to meet these standards.
11. Each new townhome unit shall have a 2-car garage and a driveway with minimum dimensions of 18' by 18'.

12. All new townhomes shall have 9-foot ceilings, solid surface countertops in kitchens and bathrooms, 96% efficient furnaces, and vinyl plank flooring in all rooms except bathrooms.

Amenities

13. The area south of buildings B1-B4 shown in Exhibit C shall include a playground, a picnic pavilion, and two pickleball courts. Additional landscaped open space shall also be installed in the area south of these new amenities as shown in Exhibit C.
14. New site lighting shall be installed as generally shown in Exhibit C with the exception that follows. No new freestanding site lighting shall be installed along either side of the public sidewalks along 3300 South or 1200 West.
15. Streetlights shall be installed along the Property's frontage along 1200 West. The streetlights shall be installed in accordance with the City's adopted Engineering Standards.
16. The existing detached garages on the Property shall be maintained as vehicle parking.

Landscaping

17. All landscaping shall be maintained in accordance with the standards in Section 7-6-203 of the City's Zoning Ordinance. Specific items that shall be corrected include but are not limited to dead or missing lawn or other groundcover where dirt, weeds, or weed barrier are visible and dead or missing trees.
18. As part of the permitted use application for the townhomes or the building permit for the new apartments, whichever comes first, a new landscape plan shall be submitted for the Property. The landscape plan shall show:
 - a. new landscaping to be installed around the new townhomes,
 - b. narrow areas where lawn will be replaced by xeriscaping, and
 - c. any other proposed changes to the landscaping on the Property.

Management Standards

19. All rental units and associated site improvements on the Property shall be managed in accordance with the management standards in Exhibit F.

Other Standards

PEDESTRIAN ACCESS AND CIRCULATION.

The Developer shall submit a detailed pedestrian circulation plan with all Development applications that demonstrates compliance with the following guidelines and standards:

- (1) *Required pedestrian connections.* An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
 - a. The primary Entrance or Entrances to each residential Building, including clubhouses where applicable;
 - b. Any Sidewalks or walkways on adjacent properties that extend to the boundaries shared with the residential Development;
 - c. Any public Sidewalk system along the perimeter Streets adjacent to the residential Development;
 - d. Where applicable, adjacent Uses and Developments, including but not limited to adjacent residential Developments, Shopping Centers, office Buildings, or Restaurants; and
 - e. Where applicable, any adjacent Public Park, greenway, trail network, or other public or civic Use including but not limited to schools, places of worship, public recreational facilities, or government offices.
- (2) *Pedestrian connections from Buildings to parking areas and amenities.* In addition to the connections required above, on-site pedestrian walkways shall connect each primary Entrance(s) of residential Buildings to:
 - a. All parking areas or Parking Structures that serve such Buildings;
 - b. Site amenities or Gathering Places; and
 - c. *Transit stops and transit stations.* UTA shall be contacted by the Developer during the design process to identify existing and potential transit stops. These stops shall be incorporated into the Landscaping and circulation plans for the site. When recommended by City staff and UTA staff, a concrete pad shall be included for future transit stop improvements. The pad will measure a minimum of 6' x 20' with a minimum thickness of 8". All ADA requirements shall be met as part of the design.
- (3) *Walkways Along Buildings.* Continuous pedestrian walkways no less than four feet (4') wide shall be provided along any Façade featuring an Entrance and along any Façade abutting resident or visitor parking areas. Pedestrian circulation shall not be obstructed.
- (4) *Walkways Through Vehicle Areas.* At each point that the on-site pedestrian walkway system crosses a Parking Lot or internal Street or driveway, the walkway or crosswalk shall be clearly marked through the use of a change in elevation or paving materials distinguished by their color, texture, or height. A walkway through the Parking Lot connecting to a walkway(s) along an adjoining Building(s) shall be required and include a four feet (4') minimum Sidewalk and planting areas for a combined minimum width of nine (9) feet. The Planning Commission may consider a shared walkway through parking areas on two adjoining parcels.
- (5) *Bicycle Racks.*
 - a. Bicycle parking shall be provided at a ratio of one (1) space for every twenty (20) Dwelling Units.

- b. Bicycle parking shall not be located where it will obstruct pedestrian movement and circulation. It shall be located at a maximum distance of one-hundred (100) feet of a central Building Entrance or at least as close as the closest automobile space, excluding handicapped Parking Spaces.
- c. All bicycle racks, lockers, or other facilities shall be securely anchored to the ground or to the Structure.

GENERAL REQUIREMENTS.

All Developments with multi-unit residential Buildings shall meet the following standards:

- (1) Except for stairways leading to the first level of a Building, exterior stairways shall only be used on Secondary Façades to access decks on the second level of the Building.
- (2) Off-Street parking areas shall not comprise more than 50 percent of the elements along a Development's Street Frontage.
- (3) All Façades of a Building shall be built with consistent architectural style, detail and trim features of the Primary Façade. Accessory Buildings such as clubhouses and garages shall be built with similar colors, materials and architectural features as the multi-unit residential Buildings within the same Development.
- (4) In residential Developments with more than four Buildings with Dwelling Units, the architectural features shall vary between Buildings using different treatments and/or other Building variations as determined by the Planning Commission.
- (5) All mechanical equipment shall be screened from view through the Use of solid visual barrier fencing or Landscaping. Screening of utility meters is encouraged.
- (6) Trash dumpsters shall be completely screened from surrounding properties by use of a concrete or masonry wall or shall be enclosed within a Building. Trash dumpsters shall be located at least 20 feet from any adjacent residential property line and at least 20 feet from any Dwelling Unit.
- (7) All multi-unit residential Developments shall include washer and dryer hook-ups for each Dwelling Unit .
- (8) Each Dwelling Unit shall have its own kitchen and bathroom.
- (9) Each Dwelling Unit shall have its own patio or balcony of at least 60 square feet. Patios and balconies shall be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.
- (10) All Developments shall include an entry feature.

ASSESSMENT OF RELIEF, WINDOW, AND DESIGN TREATMENTS.

A Building relief treatment, window treatment or Building design treatment from the following three sections shall only be counted once when assessing compliance with the minimum number of treatments required.

BUILDING RELIEF TREATMENTS.

In order to prevent blank or plain walls with little or no relief, and to ensure excellence in architecture and design, Primary Façades shall include at least two of the following relief treatments. Two different relief treatments shall be utilized at least once per Dwelling Unit. Secondary Façades shall include at least one of the following relief treatments utilized at least once per two Dwelling Units, or once for a Secondary Façade with only one Dwelling Unit.

- (1) Bay windows
- (2) Box windows
- (3) Building offsets or projections with a minimum depth of 2' and a minimum width of 4'
- (4) Balconies, covered porches or prominent covered entryway
- (5) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

WINDOW TREATMENTS.

Primary Façades shall include at least three of the following window treatments with at least two window treatments per window. All other Façades shall utilize at least two of the following window treatments, with at least one window treatment per window. At least 25% of the Primary Façade shall be Fenestration.

- (1) Varying the size and/or style of windows
- (2) Windows sills
- (3) Window grids
- (4) Window trim
- (5) Window headers
- (6) Window railing
- (7) Shutters
- (8) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

BUILDING DESIGN TREATMENTS.

Primary Façades shall include at least two of the following Building design treatments. Secondary Façades shall include at least one of the following Building design treatments.

- (1) Ornamental details such as Quoins, Knee Braces and exposed joists
- (2) A change of material applied to at least 20% of the Façade
- (3) A change of color applied to at least 20% of the Façade
- (4) Decorative Parapet
- (5) Architectural Banding
- (6) Cornice other than that at the top of the Building
- (7) A change of pattern applied to at least 20% of the Façade (Example: changing brick work from face brick to a Soldier Course or Basket Weave Brick Pattern.)
- (8) A distinguished upper floor for Buildings with at least four floors
- (9) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

GARAGE TREATMENTS.

- (1) No more than 50% of the first floor of the Primary Façade shall be devoted to garage doors or Carports. This percentage may be increased to a maximum of 60% for garage doors if: windows are used in the garage doors, the garages are recessed at least two feet from the rest of the Primary Façade or other enhancements are made to the garage doors. Examples of other enhancements include using decorative wood or breaking up the mass of two car garage doors by using two separate single car doors or by using panels or other treatments to make the door appear to be divided into two sections.
- (2) The color of garage doors shall be coordinated with the primary colors of the Buildings they serve.

ROOF TREATMENTS.

- (1) There shall be at least one roof articulation per Dwelling Unit. Roof articulation shall be achieved by changes in plane and/or the use of traditional roof forms such as gables, hips and dormers. Vertical or horizontal roof articulation is required on all primary and Secondary Façades with pitched roofs.
- (2) Where pitched roofs are not used, a Decorative Parapet shall be included on the Primary and Secondary Façades. On the Primary and Secondary Façades, at least one variation in the Decorative Parapet shall occur once per two Dwelling Units. All Façades shall include a Parapet wall that is tall enough to block the view from the adjacent Street(s) of roof mounted equipment. Noise issues related to roof mounted equipment may require the Parapet wall to be at least as tall as the roof mounted equipment.
- (3) Roof mounted air conditioning units are prohibited on pitched roofs. Roof mounted air conditioning units are allowed on flat roofs if a Parapet wall is provided to screen the units.
- (4) Gable ends must have a minimum 6-inch overhang at the eaves.
- (5) Where asphalt shingles are proposed as roofing materials on pitched roofs, laminated architectural shingles shall be used.

FENCING.

Within the required setback along any property side adjacent to a Minor Street or Collector Street, solid visual barrier fencing cannot exceed two feet in height. Where a solid visual barrier Fence over two feet in height is installed along a Major or Minor Arterial, the Fence must be setback at least ten feet from the public Sidewalk to allow space for Landscaping. The materials and design of a solid visual barrier Fence which is over two feet in height and placed within the required setback along a Major or Minor Arterial are subject to review by the Planning Commission to ensure compatibility with neighboring Uses.

EXHIBIT C
CONCEPT PLAN

EXHIBIT D
APARTMENT RENDERINGS

BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - ELEVATION VIEW



BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - EAST TO WEST VIEW



BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - WEST TO EAST VIEW



BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - BIRD'S EYE COURTYARD VIEW



14477470000 - 14477470000 - 14477470000

Blue Stakes 811

RUSSELL PLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
430 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801) 580-0181

PROFESSIONAL SEAL

STATE OF UTAH

DATE SPECIAL STUDY

PROJECT NAME

VILLAGE AT RIVERS EDGE

ISSUED: MAY 19th, 2023

NO. DATE DESCRIPTION

OWNER PROJECT #

ISSUED PROJECT #

DRAWN BY

CHECKED BY

DESIGNED BY

CONTRACT

© 2018 RUSSELL PLATT ARCHITECTURE

RENDERINGS

PROJECT NUMBER

A902

BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - ELEVATION VIEW



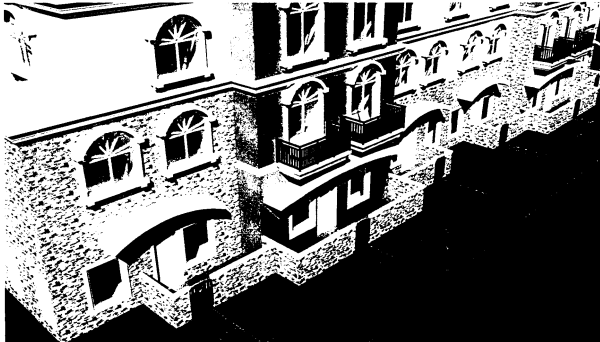
BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - EAST TO WEST VIEW



BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - WEST TO EAST VIEW



BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - BIRD'S EYE COURTYARD VIEW



RUSSELL PLATT ARCHITECTURE RUSSELL PLATT ARCHITECTURE 438 NORTH 300 WEST SALT LAKE CITY, UTAH 84103 (801) 586-0181	
PROFESSIONAL SEAL 	
PROJECT NAME VILLAGE AT RIVERS EDGE	
DATE MAY 18, 2023	
DRAWN BY A. J. JENSEN	
CHECKED BY A. J. JENSEN	
OWNER PROJECT # RPA PROJECT #	
DESIGNED BY RUSSELL PLATT ARCHITECTURE	
COPYRIGHT © 2018 RUSSELL PLATT ARCHITECTURE	
RENDERINGS	
SHEET NUMBER A903	



EXHIBIT E

TOWNHOME RENDERINGS AND ELEVATIONS



Exhibit F: Management Standards

The Developer shall either retain a private property manager approved by the City or manage the property itself, with the Developer being ultimately responsible to ensure that the property is managed in accordance with this Agreement. The property manager shall conform to the following standards:

- 1) Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress or egress, including but not limited to storage.
- 2) Weekly inspections of the site and common areas shall be performed by the management.
- 3) Quarterly inspections of each apartment unit shall be performed by the management.
- 4) Following inspections, the property manager shall take action to remedy any violations of the West Valley City Municipal Code or this Agreement within 48 hours, unless otherwise agreed by the City.
- 5) The management shall perform monthly resident visits where each resident receives personal contact from the management.
- 6) The property manager shall submit a property management plan to the City for the City's approval prior to accepting any engagement to manage the Property. The property management plan shall include provisions for the maintenance of the property, including but not limited to painting, routine upkeep, appliance maintenance, window washing, and similar activities.
- 7) The property manager shall obtain and maintain a West Valley City business license.
- 8) The property manager shall ensure that initial leases are for a minimum term of one year.
- 9) The property manager shall maintain the property in accordance with the management plan, City ordinances, and the provisions of this Agreement.
- 10) The property manager shall conduct a criminal background check on all prospective tenants. Tenants with a criminal conviction described in 42 U.S.C. § 3607(b)(4) or any successor statute shall not be permitted. Tenants with a sex offense conviction, a felony conviction in the last five years, a domestic violence conviction in the last five years, or any violent criminal conviction in the last three years shall not be permitted.
- 11) The property manager shall screen all applicants over the age of 18 for:
 - a. A demonstrated ability to pay rent on time.

- b. A demonstrated ability to comply with the terms of a lease/rental agreement.
 - c. Favorable current and/or former rental history: Endorsement from a minimum of two (2) landlords is preferred. Inquiries will address rental history regarding on-time payment of rent and utilities, history of violations of the lease and house rules, history of disruptive behavior and/or interference with the management of the property, history of evictions, unlawful detainers, history of housekeeping habits, and other history of applicable tenant/landlord relationship criteria.
 - d. Credit references
- 12) The property manager shall take prompt action against tenants materially violating the lease rules or participating in or causing a violation of the West Valley City Municipal Code or this Agreement.
 - 13) Upon request, the property manager shall provide the City with any documentation reasonably required by the City to demonstrate compliance with City ordinances or this Agreement.
 - 14) Patios and balconies are to be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.
 - 15) The use or storage of charcoal burners, liquid petroleum, gas fueled, or other open flame cooking devices is prohibited inside apartments and on patios and balconies.
 - 16) All landscaping must be maintained in accordance with the West Valley City Municipal Code and the landscaping plans submitted to the City as part of this Agreement and any other land use approvals. All landscaping must be weed and litter free.
 - 17) All parking areas must be well maintained, free of potholes, and free of litter.
 - 18) The parking garage must be used for vehicle storage only. The use of the parking garage as accessory storage units is not permitted.
 - 19) Smoking is not permitted on any part of the Property.

- 20) Residents committing illegal acts or causing nuisances shall be removed from the Property.
- 21) Only those persons listed as residents in the lease agreement shall be permitted to live in the apartments.
- 22) No items shall be hung in windows except for curtains and blinds. Blankets, sheets, towels, sunshades, aluminum foil, and similar items are not permitted in windows.

1

2

3

4

5

1

2

3

4

5

Legend

- Existing Building
- Remodeled Existing Building
- New Construction
- Road
- Sidewalk
- Landscaping
- Pool
- Playground
- Picnic
- Pedestrian Walkway Lighting



AREA BREAKDOWN

12.9 ACRES (663,513 SF) TOTAL SITE
17% 2.26 ACRES (98,790 SF) BUILDINGS
37% 4.9 ACRES (214,612 SF) ROADS AND PARKING
46% 5.9 ACRES (259,215 SF) OPEN SPACE INCLUDING ADDING NEW TOWNHOMES

PARKING REQUIREMENTS

244 EXISTING APARTMENT UNITS
48 (1) BEDROOM (1) BATH (1.5 STALLS PER UNIT REQUIRED = 72 STALLS)
28 (2) BEDROOM (1) BATH (1.75 STALLS PER UNIT REQUIRED = 49 STALLS)
78 (3) BEDROOM (1) BATH (2 STALLS PER UNIT REQUIRED = 156 STALLS)
60 (3) BEDROOM (2) BATH (2 STALLS PER UNIT REQUIRED = 120 STALLS)
30 NEW APARTMENT UNITS
12 (1.25 SF) STUDIO UNITS (1.3 STALLS PER UNIT REQUIRED = 16 STALLS)
12 (1.75 SF) STUDIO UNITS (1.5 STALLS PER UNIT REQUIRED = 18 STALLS)
12 (914 SF) (2) BEDROOM (2.5 STALLS PER UNIT REQUIRED = 30 STALLS)
17 NEW (12,000 SF) TOWNHOMES (4.75 STALLS PER UNIT REQUIRED = 81 STALLS (34 IN GARAGES))

NEW TOWNHOME PARKING = 34 STALLS IN GARAGES (2 PER UNIT)
34 STALLS IN DRIVEWAYS (2 PER UNIT)
13 STALLS SURFACE PARKED

TOTAL PARKING REQUIRED = 485 APARTMENT STALLS
81 TOWNHOME STALLS
566 STALL REQUIRED

EXISTING AND PROPOSED PARKING STALLS TO BE PROVIDED

566 EXISTING PARKING STALLS
60 EXISTING GARAGES
TOTAL EXISTING = 626 STALLS
NEW STALLS ADDED FOR TOWNHOME PARKING = 68 STALLS
26 PARKING STALLS TO BE REMOVED FOR NEW TOWNHOMES
TOTAL PROPOSED PARKING STALLS = 693 STALLS



RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181



CODE OFFICIAL STAMP

PROJECT NAME

VILLAGE AT RIVERS EDGE

REVISIONS	NO.	DATE	DESCRIPTION
	1	5/16/2023	ISSUED

ISSUED: MAY 16th, 2023

OWNER PROJECT #:	
DRAWN BY:	
CHECKED BY:	
DESIGNED BY:	
COPYRIGHT:	
© 2016 RUSSELL PLATT ARCHITECTURE	

COLORED SITE PLAN

A100

RP

RUSSELL PLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE

438 NORTH 300 WEST

SALT LAKE CITY, UTAH 84103

(801)-580-0181

PROFESSIONAL STAMP

LICENSED ARCHITECT

STATE OF UTAH

Russell Platt

CODE OFFICIAL STAMP

PROJECT NAME:

BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - WEST TO EAST VIEW

BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - ELEVATION VIEW

BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - BIRDS EYE COURTYARD VIEW

BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - EAST TO WEST VIEW

REVISIONS

NO.	DATE	DESCRIPTION
1	5/16/2023	ISSUED

OWNER PROJECT #:

BPA PROJECT #:

DRAWN BY:

CHECKED BY:

DESIGNED BY:

COPYRIGHT

© 2016 RUSSELL PLATT ARCHITECTURE

SHEET TITLE

RENDERINGS

SHEET NUMBER

A902

Last Plotted: 5/16/2023 10:31:35 AM

RP

RUSSELL PLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE

438 NORTH 300 WEST

SALT LAKE CITY, UTAH 84103

(801)-580-0181

PROFESSIONAL STAMP

LICENSED ARCHITECT
Russell Platt
STATE OF UTAH

CODE OFFICIAL STAMP

PROJECT NAME

VILLAGE AT RIVERS EDGE		
REVISIONS	A/	DESCRIPTION
NO.	DATE	

ISSUED: MAY 18th, 2023	
NO.	DATE
DESCRIPTION	
OWNER PROJECT #:	
BPA PROJECT #:	
DRAWN BY:	
CHECKED BY:	
DESIGNED BY:	
COPYRIGHT © 2018 RUSSELL PLATT ARCHITECTURE	
SHEET TITLE	

SHEET NUMBER

A903

BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - ELEVATION VIEW

BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - WEST TO EAST VIEW

BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - EAST TO WEST VIEW

BUILDING A1, & A2 FIRST FLOOR RESIDENTIAL RENOVATION - BIRDS EYE COURTYARD VIEW

Last Plotted: 5/16/2023 10:31:36 AM



RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181

PROFESSIONAL STAMP



CODE OFFICIAL STAMP

PROJECT NAME:

VILLAGE AT
RIVERS EDGE

REVISIONS	DATE	DESCRIPTION
1	5/16/2023	ISSUED

OWNER PROJECT #:	
DRAWN BY:	
CHECKED BY:	
DESIGNED BY:	
COPYRIGHT:	
© 2018 RUSSELL PLATT ARCHITECTURE	

RENDERINGS

SHEET NUMBER
A904

1

2

3

4

5

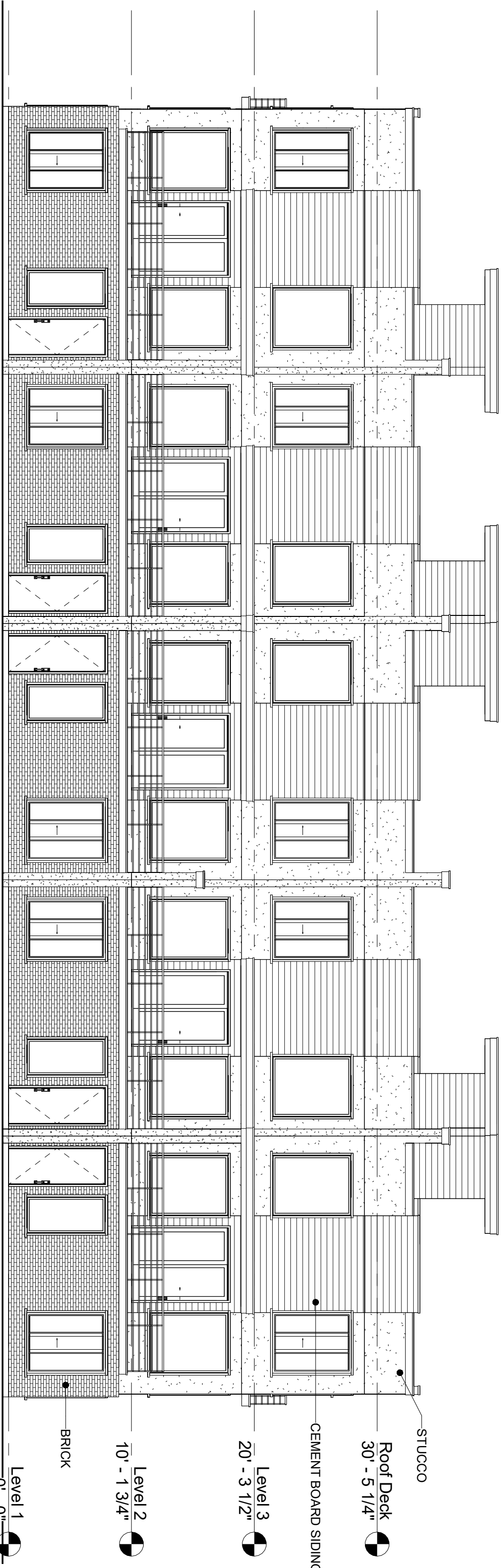
1

2

3

4

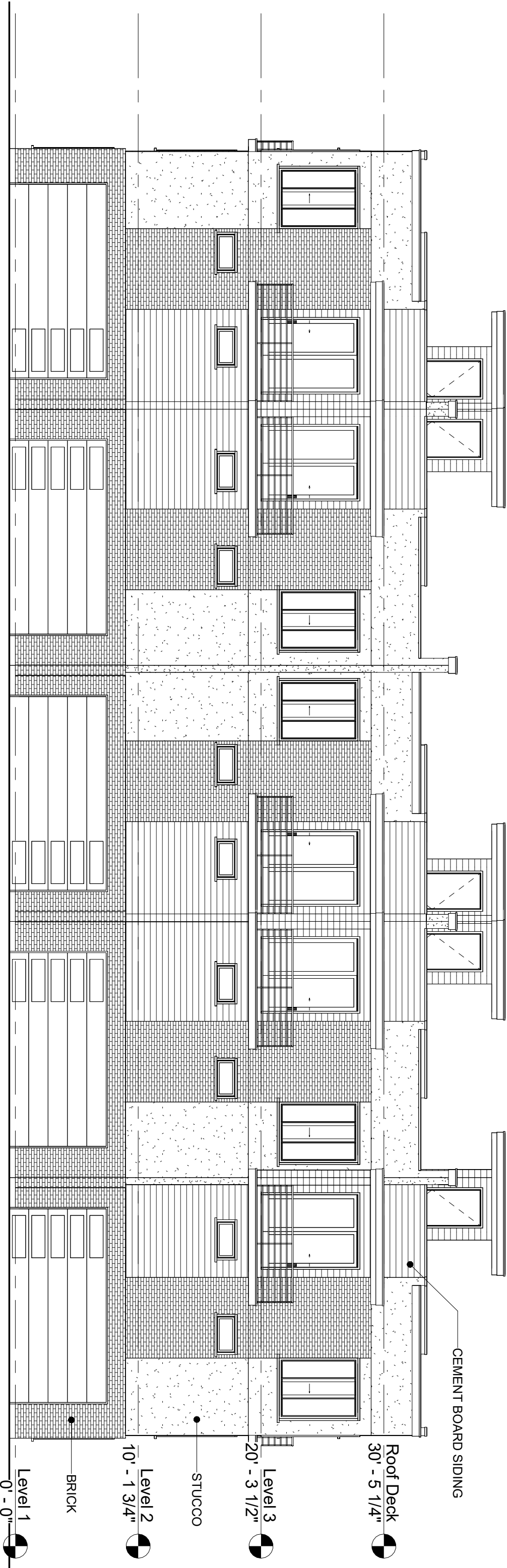
5



FRONT ELEVATION MATERIAL TAKEOFF
BRICK: 530 SF: 24%
CEMENT BOARD SIDING: 790 SF: 35%
STUCCO: 910 SF: 41%
TOTAL: 2,230 SF.

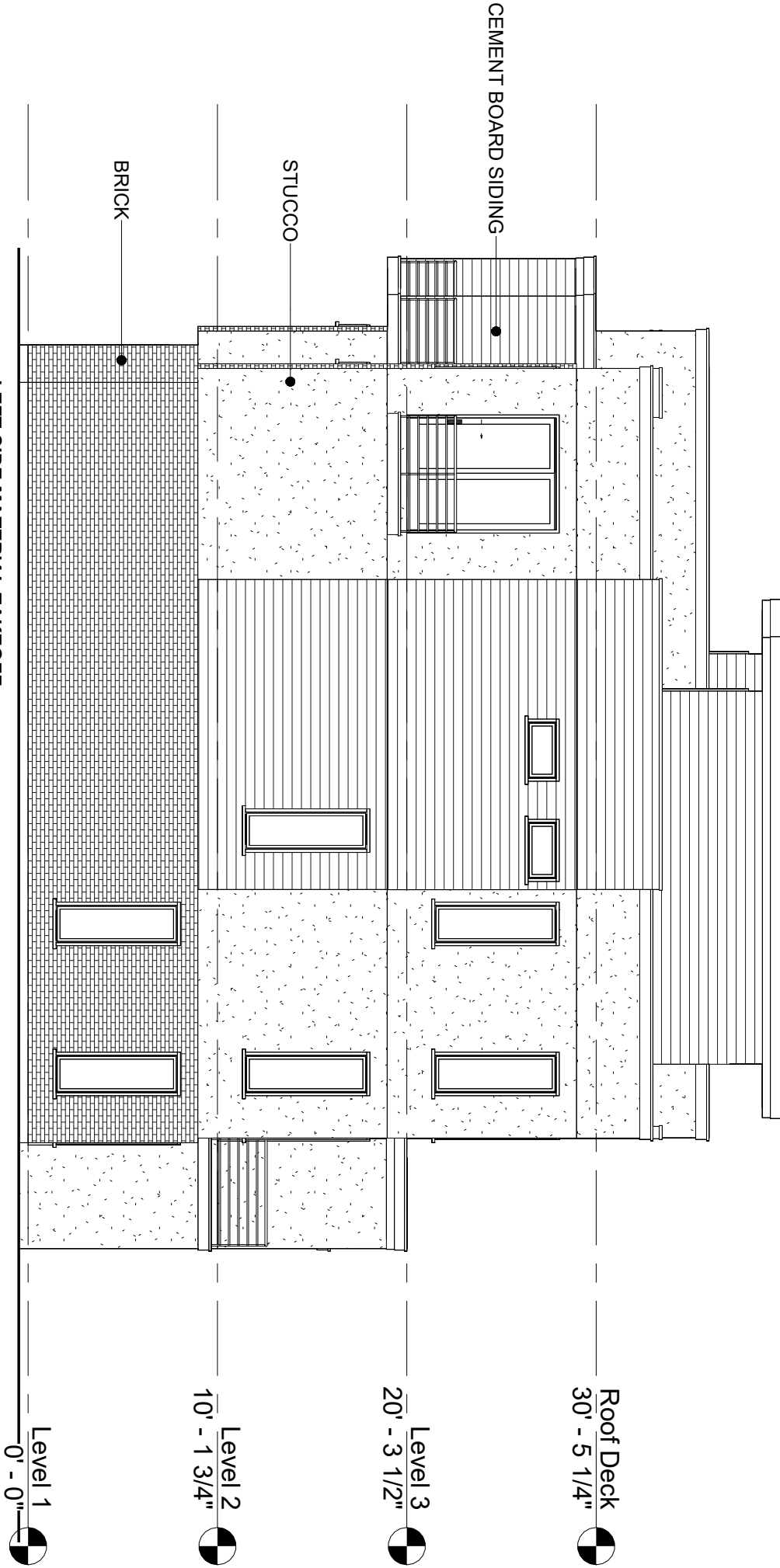
PRIMARY FACADE FENESTRATION TAKEOFF
GLAZING: 1,190 SF: 34%
SOLID: 2,230 SF: 66%
TOTAL: 3,420 SF.

1 FRONT
1/8" = 1'-0"



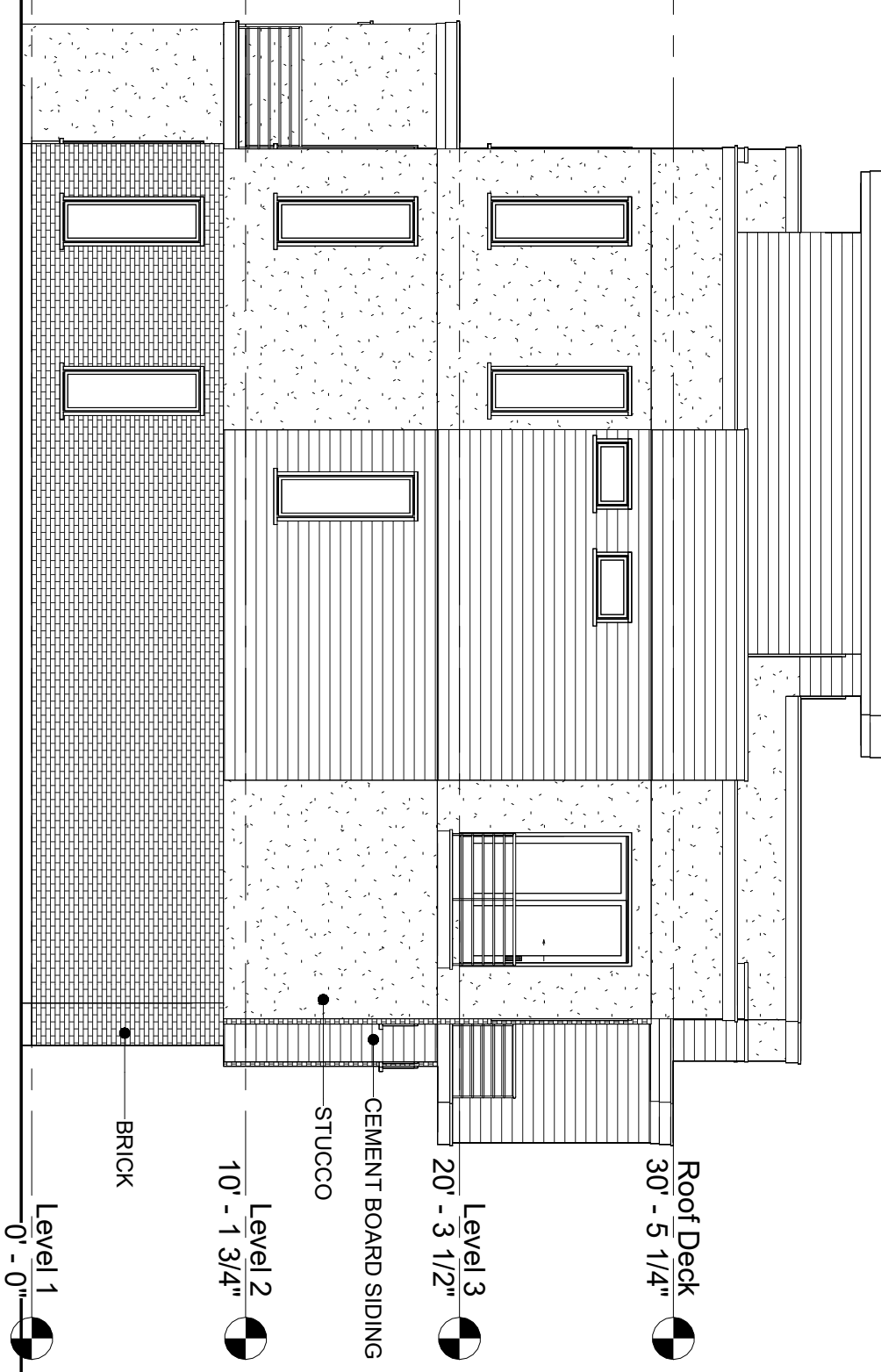
BACK ELEVATION MATERIAL TAKEOFF
BRICK: 990 SF: 41%
CEMENT BOARD SIDING: 710 SF: 29%
STUCCO: 540 SF: 20%
TOTAL: 2,440 SF.

2 BACK
1/8" = 1'-0"



LEFT SIDE MATERIAL TAKEOFF
BRICK: 345 SF: 24%
CEMENT BOARD SIDING: 543 SF: 38%
STUCCO: 530 SF: 37%
TOTAL: 1,418 SF.

3 LEFT
1/8" = 1'-0"



RIGHT SIDE MATERIAL TAKEOFF
BRICK: 345 SF: 24%
CEMENT BOARD SIDING: 543 SF: 38%
STUCCO: 530 SF: 37%
TOTAL: 1,418 SF.

4 RIGHT
1/8" = 1'-0"



RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181



CODE OFFICIAL STAMP

PROJECT NAME:

VILLAGE AT RIVERS EDGE

NO.	DATE	DESCRIPTION
1	5/9/2023	ISSUED

OWNER PROJECT #:	
BPRA PROJECT #:	
DRAWN BY:	
CHECKED BY:	
DESIGNED BY:	
COPYRIGHT:	
© 2018 RUSSELL PLATT ARCHITECTURE	

ELEVATIONS

SHEET NUMBER
A201



FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

(WITH ASSIGNMENT)

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (With Assignment) (this "***Amendment***"), dated and effective as of the 1st day of June 2026, is made by and between WEST VALLEY CITY, a municipal corporation and political subdivision of the State of Utah (the "***City***"), VILLAGE AT RIVER'S EDGE, LLC, a Utah limited liability company (herein the "***Apartment Owner***") and VILLAGE TOWNHOMES AT RIVER'S EDGE, LLC, a Utah limited liability company (herein the "***Townhomes Developer***").

RECITALS

A. Prior to the date of this Agreement, Apartment Owner was and currently is the owner of that certain real property located in West Valley City, Salt Lake County State of Utah, more particularly described on Exhibit "A" attached hereto (the "***Original Project Site***").

B. The Original Project Site was previously developed into a residential, multi-family apartment project with certain ground level commercial rental units.

C. The Apartment Owner previously requested and obtained the City's approval to (i) convert the ground level commercial spaces located in buildings A1, A2, A3, and A4 of the Original Project Site into not more than thirty (30) additional residential apartment units (the original apartment project and additional approved units herein referred to as the "***Apartment Project***"), and (ii) construct no more than seventeen (17) new residential townhome units to be located within four (4) to-be-constructed buildings (the "***Townhome Project***" and together with the Apartment Project, the "***Projects***") on an undeveloped portion of the Original Project Site (as more particularly described herein below and Exhibit B), all according to the terms and conditions of that certain Development Agreement ("***Agreement***") dated June 20, 2023, recorded in the official records of the Salt Lake County Recorder, on July 18, 2023, as Entry No. 14130284, in Book 11432, beginning at Page 6333.

D. Apartment Owner has determined that in order to refinance the Apartment Project and to finance the development of the Townhome Project, it is necessary to separate ownership of the two Projects and convey a portion of the Original Project Site (identified herein), upon which the Townhome Project will be developed, to the Townhome Developer which is an affiliate of the Apartment Owner, but separately owned, operated and funded by the same members of the Apartment Owner.

E. The Apartment Owner and the Townhouse Developer also desire that the obligations contained within the Agreement be formally divided between them based upon the obligations required with respect to each separate Project and that each of the Apartment Owner and the Townhome Developer will become obligated solely with respect to the obligations contained in the Agreement based upon their application to each of the separate Projects.

F. City has agreed to an amendment of the Agreement and a separation and allocation of the specific obligations applicable to each Project as contained in the Agreement, to the

Apartment Owner and Townhome Developer, respectively, according to each such Project according to the terms of the Agreement as amended by this Amendment.

NOW, THEREFORE, in consideration of these recitals and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Development Rights for Townhomes Project. Effective with the transfer and conveyance by special warranty deed by the Apartment Owner to the Townhome Developer of that certain real property more particularly identified in Exhibit “B” attached hereto and incorporated herein by reference (such real property herein referred to as the “***Townhome Property***”), the Apartment Owner shall be deemed to have transfer and conveyed to the Townhome Developer, any and all of development rights, approvals, consents, obligations, conditions and responsibilities related to the Townhome Project, including those Design Standards applicable to the Townhome Property as contained in the Agreement as allocated in this Amendment. City acknowledges such assignment and provides its consent and approval to the same. Upon the conveyance identified above, the Apartment Property shall consist of the real property more particularly identified in Exhibit “C” attached hereto and incorporated herein by reference.

2. Amendment to Agreement. Effective with the conveyance of the Townhome Property to the Townhome Developer, the Agreement shall be deemed amended to provide that any and all obligations for development contained in the Agreement applicable to the Townhome Project including the Design Standards as allocated in this Amendment, shall be deemed transferred and conveyed to the Townhome Developer, and effective with such conveyance the Apartment Owner shall be released of any and all of such obligations applicable to the Townhome Project. City also acknowledges that effective upon the conveyance of the Townhome Property to the Townhome Developer, the Townhome Developer shall have no obligations to perform any of the obligations contained in the Agreement applicable to the Apartment Project and the Apartment Owner shall have no obligations to perform any of the obligations contained in the Agreement applicable to the Townhome Project. The City, the Apartment Owner and the Townhome Developer acknowledge and agree that upon the effectiveness of this Amendment, Development Standards contained in Exhibit B to the Agreement, shall be assigned, divided and allocated between the two (2) Projects, and the same as assigned, divided and allocated, shall thereafter be the separate and individual obligation of each Apartment Owner or Townhome Developer, as applicable, with respect to each Project, as follows: (i) Paragraphs 1 through 7 and 16 of Exhibit B shall apply solely to the Apartment Property; (ii) Paragraphs 8 through 13 of Exhibit B shall apply solely to the Townhome Property; and (iii) Paragraphs 14 through 15 and 17 through 19 of Exhibit B shall apply to both the Apartment Property and the Townhome Property.

3. Acceptance of Obligations by Townhome Developer. By accepting the conveyance of the Townhome Property, Townhome Developer acknowledges its acceptance of any and all obligations contained in the Agreement applicable to the Townhome Property, including those specifically identified in Section 2 above, and agrees to perform the same as partial consideration for receipt of the City’s approval of the transfer of such obligations for development to the Townhome Developer.

4. Retained Obligations of Apartment Owner. The Apartment Owner acknowledges that it has retained and shall remain obligated to perform all partially completed and remaining obligations applicable solely to the Apartment Project, including any commercial units which as of the date of this Amendment have not yet been converted to additional apartment units.

5. Intent and Effectiveness of Amendment. This Amendment is intended to continue the existing entitlements, obligations, regulatory standards and vested rights created and existing by virtue of the Agreement, subject only to the allocation and assignment of such obligations between the Apartment Project and its Apartment Owner, on the one hand, and the Townhome Project and the Townhome Developer, on the other hand, as specified in this Amendment.

6. Absence of Default. City acknowledges that as of the date of this Amendment, the Agreement is in full force and effect and the City is not aware of any default or event, which with the expiration of time would result in a default of the Agreement.

7. Updated Notice Addresses. Addresses for notices as specified in Section 9 of the Agreement are updated and listed as follows:

To Developer/Apartment Owner: Village at River's Edge, LLC.
11745 South Taitlynn Rose Lane
Draper, Utah 84020

To Townhome Developer: Village Townhomes at River's Edge, LLC
11745 South Taitlynn Rose Lane
Draper, Utah 84020

To City: West Valley City
Ifo Pili, City Manager
3600 South Constitution Boulevard
West Valley City, UT 84119

With a Copy to: West Valley City Attorney's Office
3600 South Constitution Boulevard
West Valley City, UT 84119

8. Ratification. Except as modified herein, the terms of the Agreement are hereby ratified.

9. Recording. It is contemplated by the parties to this Amendment, that this Amendment will be recorded in the official records of the Salt Lake County Recorder, and each of the parties consent to the same.

[signatures on the following pages]

The parties hereto have executed this Amendment as of the date first above written.

Apartment Owner:

VILLAGE AT RIVER'S EDGE, LLC, a Utah
limited liability company

By: _____
Paul Colosimo, Manager

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

On the ____ day of _____, 2026, personally appeared before me Paul Colosimo, the Manager of VILLAGE AT RIVER'S EDGE, LLC, a Utah limited liability company, the signer of the within instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

\

Townhome Developer:

VILLAGE TOWNHOMES AT RIVER'S EDGE, LLC, a Utah limited liability company

By: _____
Paul Colosimo, Manager

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

On the ____ day of _____, 2026, personally appeared before me Paul Colosimo, the Manager of VILLAGE TOWNHOMES AT RIVER'S EDGE, LLC, a Utah limited liability company, the signer of the within instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

City:

WEST VALLEY CITY, a municipal corporation
and political subdivision of the State of Utah

By: _____
Mayor

ATTEST:

Approved as to form:

WVC Attorney's Office

City Recorder

By: Brandon Hill
Date: 6/15/2026

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

On the ____ day of _____, 2026, personally appeared before me
_____ the Mayor of WEST VALLEY CITY, a municipal corporation and political
subdivision of the State of Utah, the signer of the within instrument, who duly acknowledged to
me that he executed the same.

NOTARY PUBLIC

EXHIBIT "A"

ORIGINAL PROJECT SITE

Real Property located in Salt Lake County, State of Utah, more particularly described as follows:

Parcel#: 15-26-352-004

BEG 41.25 FT S & 280 FT E FR SW COR SEC 26 TIS R 1W SL MERE 204.3 FTN 0°50' W 950 FT TO 3300 SO ST S 85°12' W 206.05 FT MOR L S 1 °02' E 930 FT MOR L TO BEG.
LESS STATE ROAD.

Parcel #: 15-26-352-005

BEG 41.25 FT S & 484.22 FT E FR SW COR SEC 26 TIS R 1 W SL MERE 75 FT N 0°50' W 958 FT TO 3300 SO ST S 85°35' W 75.22FT S 0°50' E 950 FT MOR L TO BEG.
LESS STATE ROAD.

Parcel#: 15-26-352-017

BEG N 45°23'21" E 1418.4 7 FT & S 32°50'20" W 72.35 FT & SW'L Y ALG A 2804. 79 FT RADIUS CURVE TO L 16.73 FT FR SW CORSEC 26, TIS, R 1W, SLM; SW'LY ALG 2804.79 FT RADIUS CURVE TO L 125.27 FT MOR L; S 85°37'1 1" W 65.71 FT; S 5°40'25" W 81.25 FT; S 4°08'48" W 127.5 FT; S 3°22'28" E 127.42 FT; S 12°08'25" E 91.2 FT; S 22°24'44" E 106.09 FT; S 29°37'28" E 92.59 FT; S 36°34'03" E 89.45 FT; S 60°15'41" E 92.49 FT MOR L TOW LINE OF 1300 W EXTENSION; N'L Y ALGA 711.92 FT RADIUS CURVETO L 71.74 FT MOR L; N 0°43'27" W 645.55 FT; N 45°39'12" W 23.69 FT TO BEG.

LESS & EXCEPTING BEG N 00°08'31" W 935.16 FT& E 956.12 FT FR SW COR OF SEC 26, TIS, R 1 W, SLM; S 45°39'12" E 23.62 FT TO W'LY STREET; S 00°43'28" E 214.62 FT; S 88°58' W 31.82 FT; S 1°02' E 17.80 FT; W'LY ALGA 20 FT RADIUS CURVE TOR 15.71 FT; N 46°02' W 180.35 FT; N'LY ALGA 20 FTRADIUS CURVE TOR 14.58 FT; N 4°15'34" W 95.77 FT; N 85°38' E 47.73 FT; E'L Y ALGA 2804.79FT RADIUS CURVE TOR 121.71 FT TO BEG.

Parcel#: 15-26-352-018

BEG N 89°38'54" E 763.26 FT & N 918.36 FT FR SW COR OF SEC 26, T IS, R 1W, SLM; SD PT ALSO BEING ON S LINE OF 3300 S STREET; S 5°40'25"W 81.25 FT; S 4°08'48" W 127.5 FT; S 3°22'28" E 127.42 FT; S 12°08'25" E 91.2 FT; S 22°24'44" E 106.09 FT; S 29°37'28" E 92.59 FT; S 36°34'03" E 16.59FT; S 87°49'34" W 118.55 FT; SW'LY ALGA 39.82 FT RADIUS CURVE TO L 17.79 FT; S 57°00'19" W 33.18 FT; SW'LY ALGA 18 FT RADIUSCURVE TO R 9.68 FT; S 87°49'34" W 31.91 FT; S 02°10'21" E 246.75 FT; N 87°49'34" E 18 FT; N 02°10'26" W 4.07 FT; N 89°39'01" E 124.50 FT; N 47°56'09" E 36.79 FT; N 02°10'26" W 29.82 FT; N 47°56'09" E 50.40 FT; N 81°52'19" E 57.94 FT; E 28.47 FT TO W LINE OF 1300 W EXTENSION; S'L Y ALGA 711.92 FTRADIUSCURVE TOR 173.653 FT; W 354.78 FT; N 0°50' W 944.26 FT TO 3300 S STREET; N 85°38' E 218.94 FT TO BEG.

EXHIBIT "B"

TOWNHOME PROPERTY

Real Property located in Salt Lake County, State of Utah, more particularly described as follows:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF 1200 WEST STREET; SAID POINT BEING NORTH 00°08'31" WEST 704.08 FEET ALONG THE SECTION LINE AND EAST 975.22 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE SOUTH 00°44'08" EAST 430.98 FEET ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF CURVATURE WITH A 711.92 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 62.05 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 60°15'41" WEST 74.38 FEET; THENCE NORTH 36°34'03" WEST 73.11 FEET; THENCE NORTH 36°37'20" WEST 16.35 FEET; THENCE NORTH 29°37'28" WEST 92.59 FEET; THENCE NORTH 22°24'44" WEST 19.16 FEET; THENCE SOUTH 88°59'52" WEST 39.05 FEET; THENCE NORTH 01°01'08" WEST 47.59 FEET; THENCE SOUTH 89°00'49" WEST 0.93 FEET; THENCE NORTH 01°02'37" WEST 175.64 FEET; THENCE EAST 104.66 FEET TO A POINT OF CURVATURE ON A 58.28 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THE CENTER OF WHICH BEARS SOUTH 74°13'43" EAST; THENCE NORTHERLY 29.27 FEET ALONG SAID ARC; CHORD TO SAID CURVE BEARS NORTH 30°09'29" EAST 28.96 FEET; THENCE NORTH 44°02'35" EAST 12.17 FEET; THENCE NORTH 54°26'41" EAST 39.12 FEET; THENCE SOUTH 46°02'00" EAST 8.36 FEET TO A POINT OF CURVATURE WITH A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 15.71 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 68°32'00" EAST 15.31 FEET; THENCE NORTH 01°02'00" WEST 17.80 FEET; THENCE NORTH 88°58'00" EAST 31.92 FEET TO THE POINT OF BEGINNING

[Note: the Legal Description Identified herein is the result of a Lot Line Adjustment made at or near the effective date of transfer of the Townhome Parcel to the Townhome Owner by the Apartment Owner.]

EXHIBIT "C"

APARTMENT PROPERTY

Real Property located in Salt Lake County, State of Utah, more particularly described as follows:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 3300 SOUTH STREET; SAID POINT BEING NORTH 00°08'31" WEST 885.15 FEET ALONG THE SECTION LINE AND EAST 265.84 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 3300 SOUTH STREET NORTH 85°38'00" EAST 522.53 FEET; THENCE SOUTH 04°15'34" EAST 95.77 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID 20.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 14.58 FEET; CHORD TO SAID CURVE BEARS SOUTH 25°08'47" EAST 14.26 FEET; THENCE SOUTH 46°02'00" EAST 171.99 FEET; THENCE SOUTH 54°26'41" WEST 39.12 FEET; THENCE SOUTH 44°02'35" WEST 12.17 FEET; THENCE SOUTHERLY 29.27 FEET ALONG THE ARC OF A 58.28 FOOT RADIUS CURVE TO THE LEFT; CHORD TO SAID CURVE BEARS SOUTH 30°09'29" WEST 28.96 FEET; THENCE NORTH 90°00'00" WEST 104.66 FEET; THENCE SOUTH 01°02'37" EAST 175.64 FEET; THENCE NORTH 89°00'49" EAST 0.93 FEET; THENCE SOUTH 01°01'08" EAST 47.59 FEET; THENCE NORTH 88°59'52" EAST 39.05 FEET; THENCE SOUTH 22°24'44" EAST 19.16 FEET; THENCE SOUTH 29°37'28" EAST 92.59 FEET; THENCE SOUTH 36°37'20" EAST 16.35 FEET TO A POINT ON THE BOUNDARY LINE OF THE VILLAGE CONDOMINIUMS AT RIVERS EDGE PLAT; THENCE ALONG THE BOUNDARY OF VILLAGE CONDOMINIUMS THE FOLLOWING THIRTEEN (13) COURSES & DISTANCES: (1) SOUTH 87°49'34" WEST 118.55 FEET TO THE POINT OF CURVE ON A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 07°24'06" EAST, A RADIAL DISTANCE OF 39.82 FEET; (2) THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 25°35'35", A DISTANCE OF 17.79 FEET; (3) THENCE SOUTH 57°00'19" WEST 33.18 FEET TO A POINT ON A 9.68 FEET CURVE TO THE RIGHT HAVING A RADIUS OF 18.00 FEET AND A CENTRAL ANGLE OF 30°49'15"; (4) THENCE SOUTH 87°49'34" WEST, 31.91 FEET; (5) THENCE SOUTH 02°10'21" EAST 246.75 FEET; (6) THENCE NORTH 87°49'34" EAST 18.00 FEET; (7) THENCE NORTH 02°10'26" WEST 4.07 FEET; (8) THENCE NORTH 89°39'01" EAST 124.50 FEET; (9) THENCE NORTH 47°56'09" EAST 36.79 FEET; (10) THENCE NORTH 02°10'26" WEST 29.82 FEET; (11) THENCE NORTH 47°56'09" EAST 50.40 FEET; (12) THENCE NORTH 81°52'19" EAST 57.94 FEET; (13) THENCE EAST 28.47 FEET TO THE POINT ON A NON-TANGENT CURVE AND THE WESTERLY RIGHT OF WAY LINE OF 1200 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF 1200 WEST STREET ALONG A 711.92 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 79°05'48" WEST) A DISTANCE OF 173.54 FEET; CHORD TO SAID CURVE BEARS SOUTH 17°53'12" WEST 173.11 FEET; THENCE SOUTH 89°38'43" WEST 632.73 FEET; THENCE NORTH 01°02'00" WEST 924.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 3300 SOUTH STREET AND A POINT OF BEGINNING

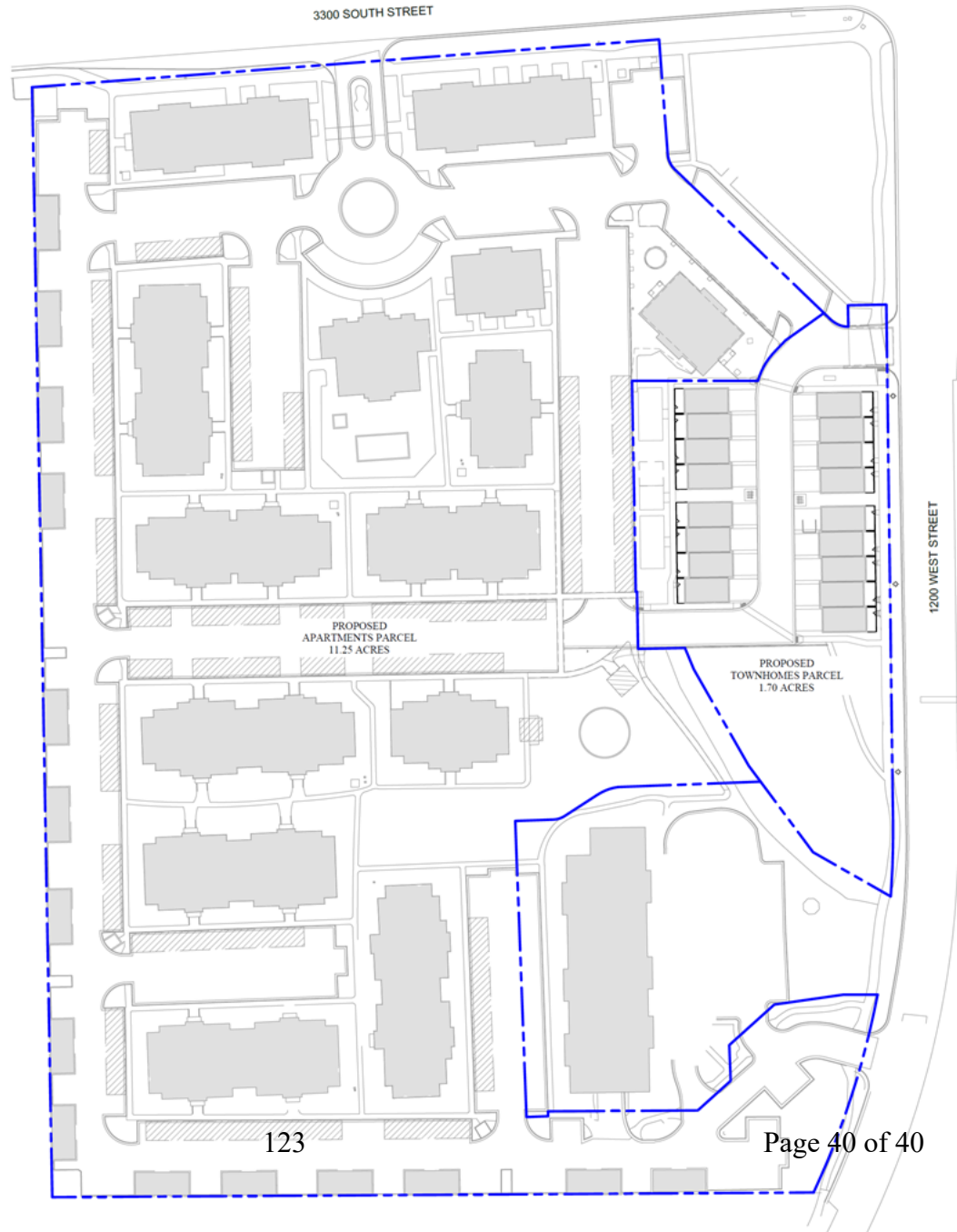
Parcel Numbers 15-26-352-004-0000 and 15-26-352-005-0000, and a portion of Parcel Numbers 15-26-352-017-0000 and 15-26-352-018-0000

[Note: the Legal Description Identified herein is the result of a Lot Line Adjustment made at or near the effective date of transfer of the Townhome Parcel to the Townhome Owner by the Apartment Owner.]

Development Agreement Amendment

- Request: Amend the development agreement with Village at River's Edge , LLC and Village Townhomes at River's Edge, LLC
- Location: 1251 West 3300 South on 13 acres
- Staff: Steve Pastorik







Description: West Valley City Planning Commission Member Appointment

Fiscal Impact: \$0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:

West Valley City Planning Commission Member Appointment

Summary:

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

The Planning Commission has a vacancy at the present time and Steve Lehman has been recommended for appointment to fill this vacancy as an alternate member of the Planning Commission. His term will run from July 14, 2026 to June 30, 2029.



Background:

Steve was born and raised in Granger Utah. He and his wife Pam built their home on 2200 West in 1997 on property that was farmed by his grandparents since the 1920's. Steve received his education from the University of Utah (though he bleeds blue). He has served as a city planner for 34 years, including 5 years with Sandy City and 29 years with West Valley City. Throughout his career, especially with West Valley City, he has had the opportunity to work with dedicated employees including Planning Commissioners and elected officials who want to guide the City with thoughtful growth in all areas of City Planning.

For Steve, being a City Planner has been a rewarding and positive experience, providing countless opportunities to contribute to projects that improve quality of life and leave a lasting impact on the communities he has been privileged to serve. In his spare time, Steve enjoys working in his yard with his wife, being with family, woodworking, and travel.

Recommendation:

Approval of the resolution to appoint Steve Lehman as an alternate member of the Planning Commission.

Department: Community Development
Submitted by: Steve Pastorik, Community Development Director
Date: June 16, 2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION RATIFYING THE CITY
MANAGER'S APPOINTMENT OF STEVE LEHMAN
TO THE WEST VALLEY CITY PLANNING
COMMISSION FOR A TERM FROM JULY 14, 2026
TO JUNE 30, 2029.**

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

WHEREAS, Steve Lehman has expressed a desire to serve on the Planning Commission; and

WHEREAS, The City Manager has recommended the appointment of Steve Lehman to serve on the Planning Commission as an alternate member for a term from July 14, 2026 to June 30, 2029; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Manager's appointment of Steve Lehman to the Planning Commission for a term from July 14, 2026 to June 30, 2029 is hereby consented to and ratified by the City Council.

PASSED, APPROVED this _____ day of _____ 2026.

WEST VALLEY CITY

MAYOR

-
ATTEST:

CITY RECORDER



Description: *Authorization of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed and a Temporary Construction Easement*

Fiscal Impact: \$3,900.00

Funding Source: *State Safe Sidewalk Funds*

Account #: 45-9610-40750-75288-0200

Budget Opening Required: No

Issue:

Authorization of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed and a Temporary Construction Easement.

Summary:

Marisol Olayo has signed a *Right-of-way Purchase Agreement, a Warranty Deed and a Temporary Construction Easement* in favor of West Valley City for property located at 6921 West 3500 South (14-34-127-001).

Background:

The Marisol Olayo property located at 6921 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk, textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist.

The Warranty Deed and Temporary Construction Easement will allow for construction on and adjacent to the property owned by the property owner. Compensation for the Warranty Deed, Temporary Construction Easement and improvements in the amount of \$3,900.00 was based upon an appraisal prepared by the Fortis Group, LLC.

Recommendation:

Authorize the mayor to execute the Right-of-way Purchase Agreement. Authorize City Recorder to record said Warranty Deed and Temporary Construction Easement for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 06/03/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
RIGHT-OF-WAY PURCHASE AGREEMENT AND ACCEPT A
TEMPORARY CONSTRUCTION EASEMENT AND WARRANTY
DEED WITH AND FROM MARISOL OLAYO FOR PROPERTY
LOCATED AT 6921 WEST 3500 SOUTH.**

WHEREAS, Marisol Olayo (herein “Owner”) has entered into a Right-of-Way Purchase Agreement for property located at 6921 West 3500 South that is affected by the 3500 South 7000 West Safe Sidewalk Project (herein “Project”); and

WHEREAS, Owner has also signed a Temporary Construction Easement and a Warranty Deed (the “Documents”), as required for the Project; and

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

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

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

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT**

On this _____ day of _____, 20____, Marisol Olayo (GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes (the "Property").

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

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.
2. GRANTOR shall also deliver a temporary construction easement in the form and for the property described in Exhibit B.
3. The City shall pay \$3,900.00 for the Property and the Temporary Construction Easement described in Exhibit B. This amount constitutes fair market value and is the entire payment for the Property and Easement and any and all known or potential damages, costs, or value that may be related to the Property and Easement. Closing shall occur within sixty days of the execution of this Agreement.
4. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property and the easement or easements described in Exhibit B. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.
5. Closing costs, if any, shall be paid by the City.
6. The compensation described above includes the restoration of the temporary construction easement property, which shall be the responsibility of GRANTOR.

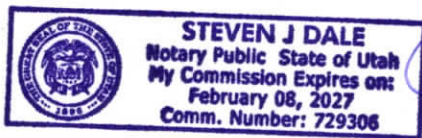
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

**GRANTOR
MARISOL OLAYO**

State of UTAH)
County of SALT LAKE) :SS

Marisol Olayo

On this 31st day of JUNE, 2026 personally appeared before me Marisol Olayo, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she executed the foregoing instrument.



Steven J Dale
Notary Public

**GRANTEE
MAYOR**

ATTEST:

CITY RECORDER

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

Space above for County Recorder's use
Portions of PARCEL I.D. #14-34-127-001

WARRANTY DEED

Marisol Olayo, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee for public road purposes, located at **6921 West 3500 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

A parcel of land located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the northeast corner of Lot 9 of Bello Park Subdivision, according to the official plat thereof as recorded in Book Q Page 14 in the office of the Salt Lake County Recorder; thence South 4.00 feet along the easterly boundary of said lot; thence South 89°57'50" West 23.52 feet; thence North 4.00 feet to the northerly boundary of said lot; thence North 89°57'50" East 23.52 feet along said northerly lot line to the Point of Beginning. Containing 94 square feet.

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

WITNESSED the hand of said GRANTOR this _____ day of _____ , 2026.

GRANTOR

Marisol Olayo

Warranty Deed
Portion of parcel #14-34-127-001
Page 2 of 2

State of _____)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me **Marisol Olayo**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.

Notary Public

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: #14-34-127-001

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Marisol Olayo**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **6921 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:

Beginning at a point 4.00 feet South from the northeast corner of Lot 9 of Bello Park Subdivision according to the official plat thereof as recorded in Book Q Page 14 in the office of the Salt Lake County Recorder; thence South 5.00 feet along the easterly line of said lot; thence South 89°57'50" West 61.70 feet; thence North 4.00 feet; thence South 89°57'50" West 44.28 feet; thence along a curve to the left having a radius of 20.03 feet, with a central angle of 79°48'47", chord bears South 50°03'16" West 25.70 feet, for an arc length of 27.90 feet; thence North 79°32'37" West 5.00 feet to the westerly line of said lot; thence along a non-tangent curve to the right having a radius of 25.03 feet, with a central angle of 79°44'59", chord bears North 50°05'21" East 32.09 feet, for an arc length of 34.84 feet to the northerly line of said lot; thence along said northerly lot line North 89°57'50" East 82.46 feet; thence South 4.00 feet; thence North 89°57'50" East 23.52 feet to the Point of Beginning. Encompassing 839 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this _____ day of _____,
2026.

GRANTOR

Marisol Olayo

State of _____)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared
before me **Marisol Olayo**, whose identity is personally known to me or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this instrument and
acknowledged that she executed the same.

Notary Public

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

Space above for County Recorder's use
Portions of PARCEL I.D. #14-34-127-001

WARRANTY DEED

Marisol Olayo, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee for public road purposes, located at **6921 West 3500 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

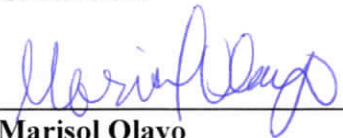
A parcel of land located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the northeast corner of Lot 9 of Bello Park Subdivision, according to the official plat thereof as recorded in Book Q Page 14 in the office of the Salt Lake County Recorder; thence South 4.00 feet along the easterly boundary of said lot; thence South 89°57'50" West 23.52 feet; thence North 4.00 feet to the northerly boundary of said lot; thence North 89°57'50" East 23.52 feet along said northerly lot line to the Point of Beginning. Containing 94 square feet.

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

WITNESSED the hand of said GRANTOR this 3RD day of JUNE, 2026.

GRANTOR



Marisol Olayo

Warranty Deed
Portion of parcel #14-34-127-001
Page 2 of 2

State of UTAH)
County of SALT LAKE) :SS

On this 3RD day of JUNE, 2026, personally appeared before me **Marisol Olayo**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.




Notary Public

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

Space above for County Recorder's use
PARCEL ID NO: **14-34-127-001**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Marisol Olayo**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **6921 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:

Beginning at a point 4.00 feet South from the northeast corner of Lot 9 of Bello Park Subdivision according to the official plat thereof as recorded in Book Q Page 14 in the office of the Salt Lake County Recorder; thence South 5.00 feet along the easterly line of said lot; thence South 89°57'50" West 61.70 feet; thence North 4.00 feet; thence South 89°57'50" West 44.28 feet; thence along a curve to the left having a radius of 20.03 feet, with a central angle of 79°48'47", chord bears South 50°03'16" West 25.70 feet, for an arc length of 27.90 feet; thence North 79°32'37" West 5.00 feet to the westerly line of said lot; thence along a non-tangent curve to the right having a radius of 25.03 feet, with a central angle of 79°44'59", chord bears North 50°05'21" East 32.09 feet, for an arc length of 34.84 feet to the northerly line of said lot; thence along said northerly lot line North 89°57'50" East 82.46 feet; thence South 4.00 feet; thence North 89°57'50" East 23.52 feet to the Point of Beginning. Encompassing 839 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this 3RD day of JUNE, 2026.

GRANTOR



Marisol Olayo

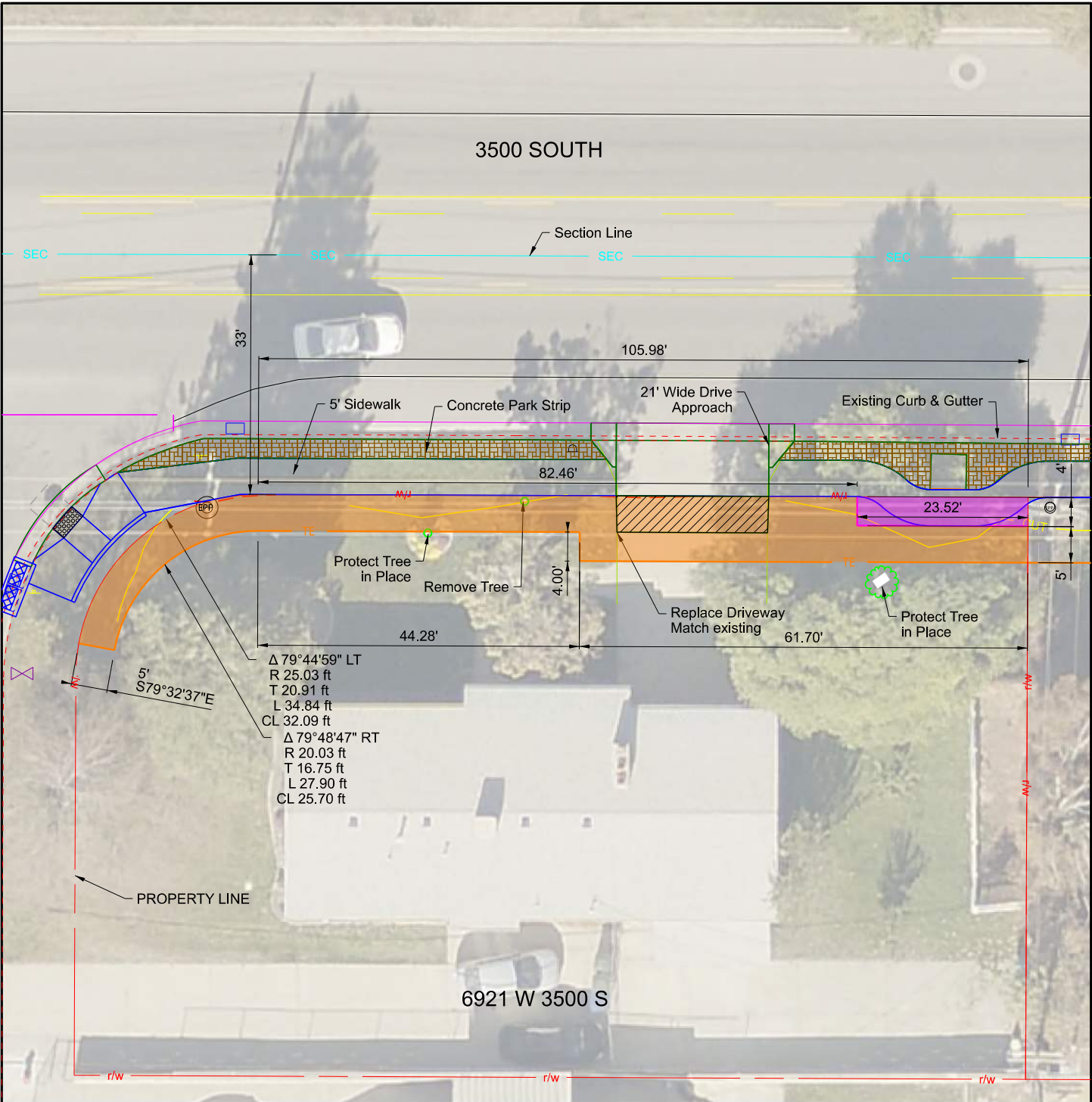
State of UTAH)
County of SALT LAKE) :SS

On this 3RD day of JUNE, 2026, personally appeared before me **Marisol Olayo**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that she executed the same.



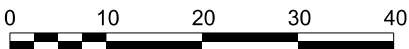


Notary Public



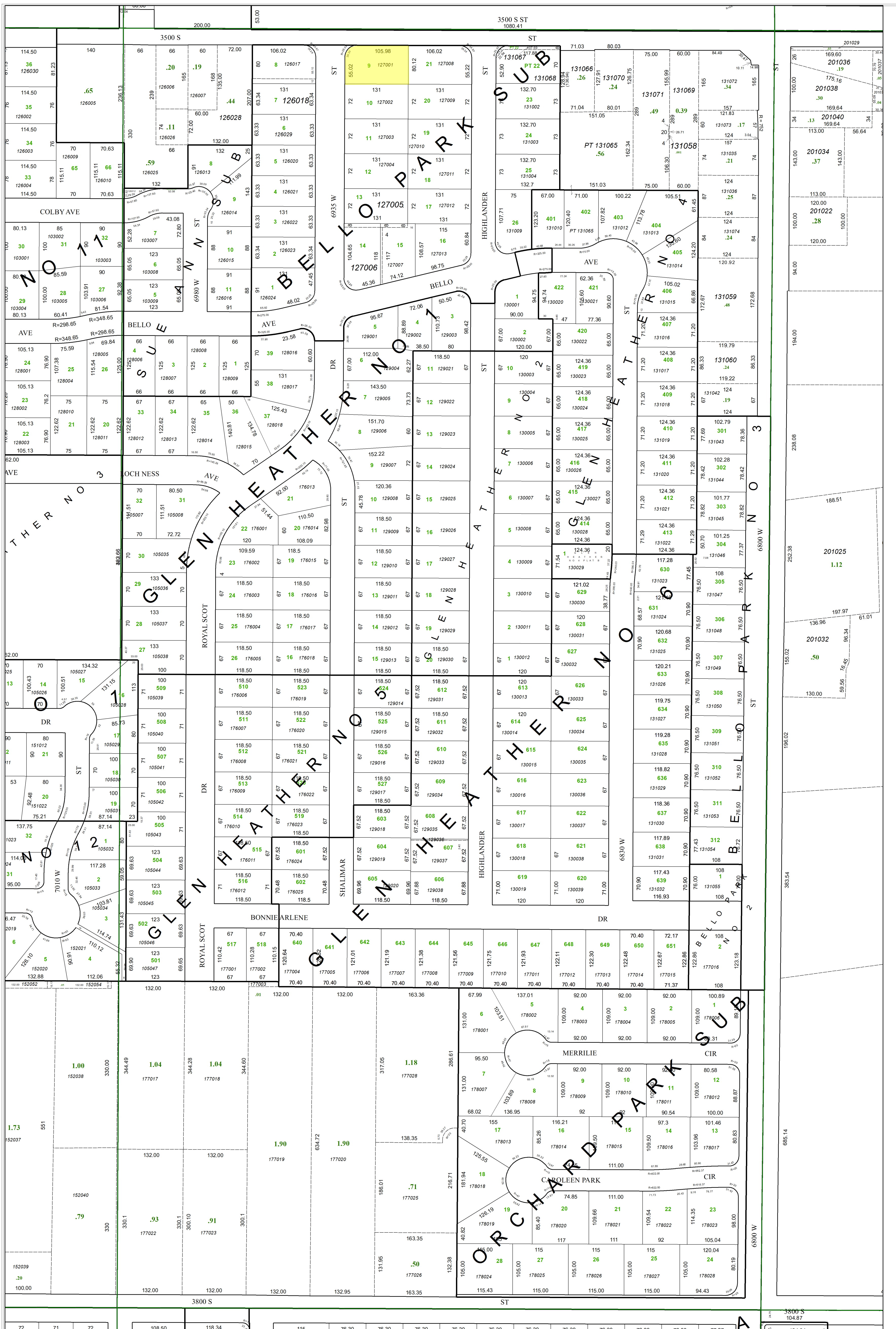
LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- r/w- EXISTING PROPERTY LINE
- PROPOSED SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED PARK STRIP
- TE --- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- R/W- RIGHT OF WAY ACQUISITION
- ACQUISITION | TCE AREA



NOTE:
1. CONTRACTOR WILL RESTORE IMPACTED LANDSCAPING (SOD AND SPRINKLERS) WITHIN THE TEMPORARY CONSTRUCTION EASEMENT.

SHEET NO. RW-08	3500 SOUTH SAFE SIDEWALK		WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION		DESIGN <u> </u> <u> </u>				
	7000 WEST - UDOT PIN 22984		3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720		CHECK <u> </u> <u> </u>				
	6921 W 3500 S				DRAWN <u> </u> <u> </u>				
	PROJECT NUMBER WVC ENG CCR - 473	DESIGN		CHECK <u> </u> <u> </u>	REMARKS		DATE	NO.	BY
			PROFESSIONAL ENGINEER 138 Page 13 of 15			REVISIONS			

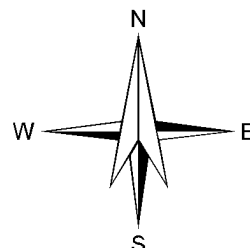


As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically-generated Tax Plats. For parcel information regarding historic parcels, prior Tax Plats may need cross-referenced.

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



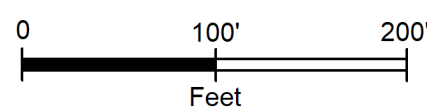
Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org



E 1/2 NW 1/4 Sec 34 T1S R2W
SALT LAKE COUNTY, UTAH

1/30/2025

Scale 1"=100'



	R1W	R2W	R3W	R1E	R2E	R3E
T1N	6	7	8	9	10	11
T2N	13	14	15	16	17	18
T3S	25	26	27	28	29	30
T4S	31	32	33	34		

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

11	12	21	22
31	32	41	42

Page 14 of 15

Page

SURVEYOR'S CERTIFICATE

I, REED P. HOOVER, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 304, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as "BELLO PARK SUBDIVISION" and that same has been correctly surveyed and staked on the ground as shown on this plat.

COURSE	DIST.	BOUNDARY DESCRIPTION
Beginning at a point which is N 89° 57' 50" E 1593.27' along the Section line and South 33.0 feet from the Northwest Corner of Section 34, T.15, R.2W, S.L.B. & M. and running thence		
N 89° 57' 50" E	635.70	feet, thence
South	297.0	feet, thence
West	57.7	feet, thence
South	123.20	feet, to a point on a 325.0 foot radius curve, radius point bears S 7° 31' 30" E, thence westerly along the arc of said curve
S 13° 44' E	50.0	feet, thence
S 76° 16' W	34.18	feet, thence Southwesterly along the arc of a 25.0 foot radius curve 33.28 feet, thence
South	24.45	feet, thence
West	50.0	feet, thence Northwesterly along the arc of a 25.0 foot radius curve 45.28 feet, thence
S 76° 16' W	218.23	feet, thence Southwesterly along the arc of a 25.0 foot radius curve 33.28 feet, thence
South	26.89	feet, thence
West	60.0	feet, thence Northwesterly along the arc of a 25.0 foot radius curve 45.25 feet, thence
S 76° 16' W	23.58	feet, thence along the arc of a 325.0 foot radius curve to the right 77.90 feet, thence
North	601.0	feet to the point of beginning.

Nov. 28, 1955
DATE

Reed P. Hoover
SURVEYOR

OWNER'S DEDICATION

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

"BELLO PARK SUBDIVISION"

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

In witness whereof we have hereunto set our hands this 10 day of November A.D., 1955

HYMAS IMPROVEMENT INCORPORATED

Merrill D. Hyman
President
Rulon Hyman
Secretary
John A. Rokich
John A. Rokich
Duhene J. Hyman
Rulon M. Hyman

ACKNOWLEDGMENT

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

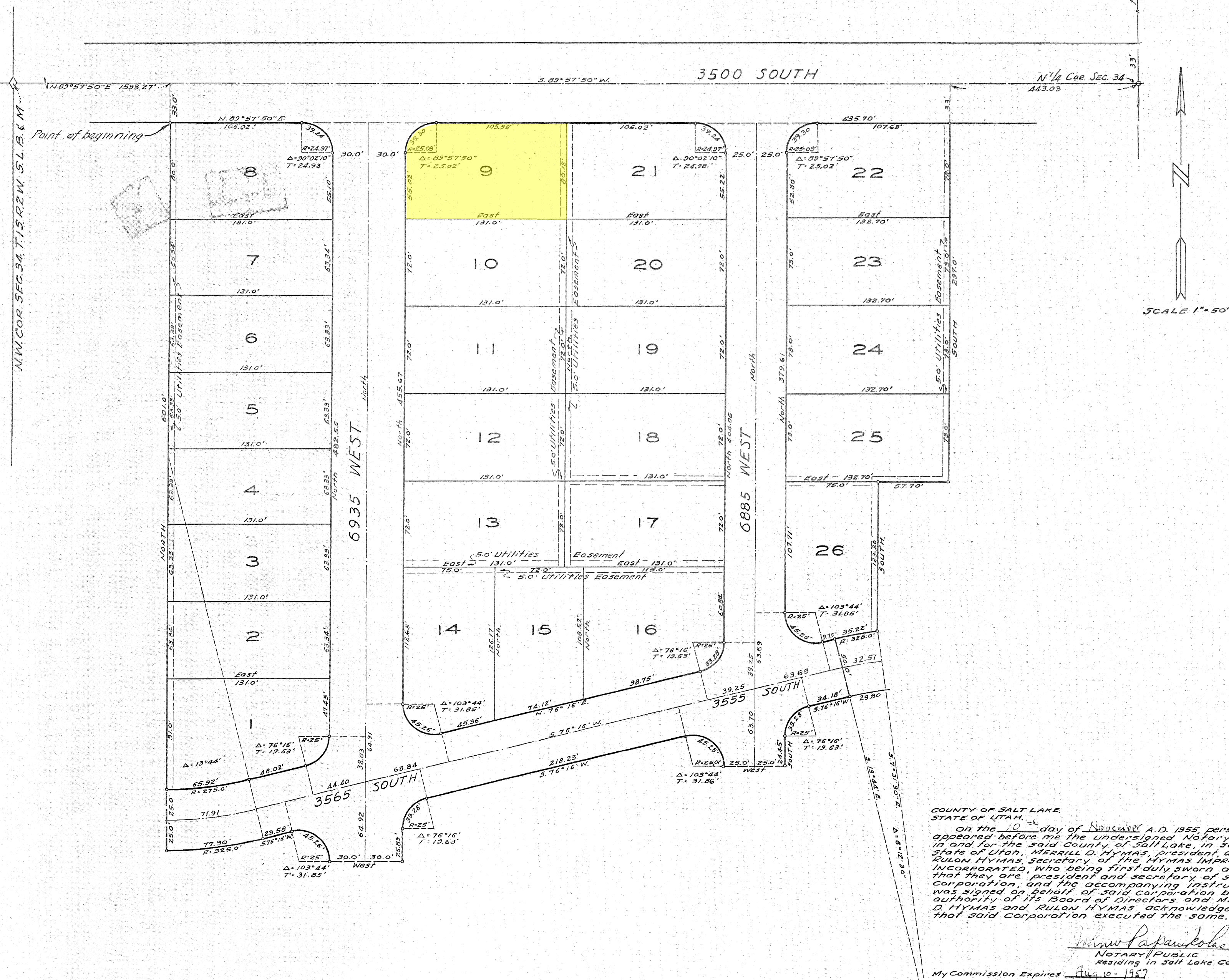
On the 10 day of November, 1955, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, six in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: Aug 12, 1957

John A. Rokich
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

BELLO PARK SUBDIVISION

A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH RANGE 2 WEST, SALT LAKE BASE & MERIDIAN



COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 22ND DAY OF NOVEMBER A.D., 1955, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

G. R. Minkelson
CHAIRMAN, SALT LAKE COUNTY PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

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

Jan 9, 1955
DATE

John E. Mackay
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 9TH DAY OF JAN A.D., 1956

William E. Thurman
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 9 DAY OF JANUARY A.D., 1956, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

John A. Rokich
SALT LAKE COUNTY CLERK CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1464524

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

JOHN A. ROKICH
DATE JAN 10 1956 TIME 6:24 BOOK "Q" PAGE 14

20.00
FEE \$
Hazel Daggar Chase
SALT LAKE COUNTY RECORDER



Description: *Authorization of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed and a Temporary Construction Easement*

Fiscal Impact: \$15,600.00

Funding Source: *State Safe Sidewalk Funds*

Account #: 45-9610-40750-75288-0200

Budget Opening Required: No

Issue:

Authorization of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed and a Temporary Construction Easement.

.

Summary:

Barry Richins has signed a *Right-of-way Purchase Agreement, a Warranty Deed and a Temporary Construction Easement* in favor of West Valley City for property located at 7015 West 3500 South (14-34-126-005).

Background:

The Barry Richins property located at 7015 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk, textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist.

The Warranty Deed and Temporary Construction Easement will allow for construction on and adjacent to the property owned by the property owner. Compensation for the Warranty Deed, Temporary Construction Easement and improvements in the amount of \$15,600.00 was negotiated based upon an appraisal prepared by the Fortis Group, LLC.

Recommendation:

Authorize the mayor to execute the Right-of-way Purchase Agreement. Authorize City Recorder to record said Warranty Deed and Temporary Construction Easement for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 06/03/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
RIGHT-OF-WAY PURCHASE AGREEMENT AND ACCEPT A
TEMPORARY CONSTRUCTION EASEMENT AND WARRANTY
DEED WITH AND FROM BARRY RICHINS FOR PROPERTY
LOCATED AT 7015 WEST 3500 SOUTH.**

WHEREAS, Barry Richins (herein “Owner”) has entered into a Right-of-Way Purchase Agreement for property located at 7015 West 3500 South that is affected by the 3500 South 7000 West Safe Sidewalk Project (herein “Project”); and

WHEREAS, Owner has also signed a Temporary Construction Easement and a Warranty Deed (the “Documents”), as required for the Project; and

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

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

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

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT**

On this _____ day of _____, 20____, Barry Richins (GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes (the "Property").

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

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.
2. GRANTOR shall also deliver a temporary construction easement in the form and for the property described in Exhibit B.
3. The City shall pay \$15,600.00 for the Property and the Temporary Construction Easement described in Exhibit B. This amount constitutes fair market value and is the entire payment for the Property and Easement and any and all known or potential damages, costs, or value that may be related to the Property and Easement. Closing shall occur within sixty days of the execution of this Agreement.
4. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property and the easement described in Exhibit B. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.
5. Closing costs, if any, shall be paid by the City.
6. The compensation described above includes the restoration of the temporary construction easement property, which shall be the responsibility of GRANTOR.

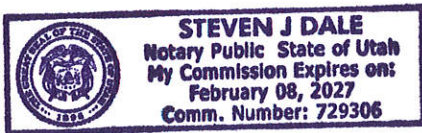
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

**GRANTOR
BARRY RICHINS**

State of UTAH)
County of SALT LAKE) :SS



On this 3RD day of JUNE, 2026 personally appeared before me Barry Richins, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he executed the foregoing instrument.




Notary Public

**GRANTEE
MAYOR**

ATTEST:

CITY RECORDER

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

Space above for County Recorder's use
Portion of PARCEL I.D. **14-34-126-005**

WARRANTY DEED

Barry Richins, GRANTOR, hereby conveys and warrants to **WEST VALLEY CITY**, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee for public road purposes, located at **7015 West 3500 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

A parcel of land in fee, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:

Beginning at the Northeast corner of Lot 36 of Copper Hill Heights No. 11 according to the official plat thereof as recorded in Book 76-6 and page 124 in the office of the Salt Lake County Recorder, said point being North 89°56'46" East 1,189.25 feet and South 40 feet from the Northwest Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Meridian; thence North 7.00 feet; thence East 140.00 feet along the existing southerly line of 3500 South to the easterly boundary of Grantors' property; thence South 87°08'15" West 140.17 feet to the Point of Beginning. Containing 490 square feet, more or less.

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

WITNESSED the hand of said GRANTOR this _____ day of _____, 2026.

GRANTOR

Barry Richins

Page 2 of 2

State of _____)
County of _____) :ss

On this _____ day of _____, 2026, **Barry Richins**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same.

Notary Public

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **14-34-126-005**

**WEST VALLEY CITY
TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Barry Richins**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **7015 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

A Temporary Construction Easement located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Northeast corner of Lot 36 of Copper Hill Heights No. 11 according to the official plat thereof as recorded in Book 76-6 and page 124 in the office of the Salt Lake County Recorder, said point being North 89°56'46" East 1,189.25 feet and South 40 feet from the Northwest Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Meridian; thence North 87°08'15" East 140.17 feet to the easterly boundary of Grantors' property; thence South 10.00 feet along said boundary; thence West 55.00 feet; thence South 4.00 feet; thence West 85.00 feet to the westerly boundary of Grantors' property; thence North 7.00 feet along said boundary to the Point of Beginning. Encompassing 1,250 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTOR this ____ day of _____, 2026.

GRANTOR

Barry Richins

State of _____)
County of _____)

On this _____ day of _____, 2026, **Barry Richins**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same.

Notary Public

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

Space above for County Recorder's use
Portion of PARCEL I.D. **14-34-126-005**

WARRANTY DEED

Barry Richins, GRANTOR, hereby conveys and warrants to **WEST VALLEY CITY**, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee for public road purposes, located at **7015 West 3500 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

A parcel of land in fee, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:

Beginning at the Northeast corner of Lot 36 of Copper Hill Heights No. 11 according to the official plat thereof as recorded in Book 76-6 and page 124 in the office of the Salt Lake County Recorder, said point being North 89°56'46" East 1,189.25 feet and South 40 feet from the Northwest Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Meridian; thence North 7.00 feet; thence East 140.00 feet along the existing southerly line of 3500 South to the easterly boundary of Grantors' property; thence South 87°08'15" West 140.17 feet to the Point of Beginning. Containing 490 square feet, more or less.

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

WITNESSED the hand of said GRANTOR this 3RD day of JUNE, 2026.

GRANTOR

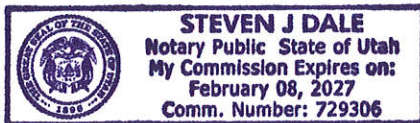


Barry Richins

Warranty Deed
Portion of parcel #14-34-126-005
Page 2 of 2

State of UTAH)
County of SALT LAKE) :SS

On this 3RD day of June, 2026, **Barry Richins**,
whose identity is personally known to me or proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to this instrument and acknowledged to me that he
executed the same.




Notary Public

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **14-34-126-005**

**WEST VALLEY CITY
TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Barry Richins**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **7015 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

A Temporary Construction Easement located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Northeast corner of Lot 36 of Copper Hill Heights No. 11 according to the official plat thereof as recorded in Book 76-6 and page 124 in the office of the Salt Lake County Recorder, said point being North 89°56'46" East 1,189.25 feet and South 40 feet from the Northwest Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Meridian; thence North 87°08'15" East 140.17 feet to the easterly boundary of Grantors' property; thence South 10.00 feet along said boundary; thence West 55.00 feet; thence South 4.00 feet; thence West 85.00 feet to the westerly boundary of Grantors' property; thence North 7.00 feet along said boundary to the Point of Beginning. Encompassing 1,250 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTOR this 3RD day of JUNE, 2026.

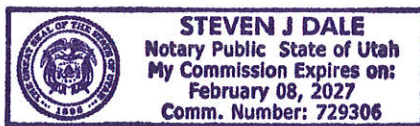
GRANTOR



Barry Richins

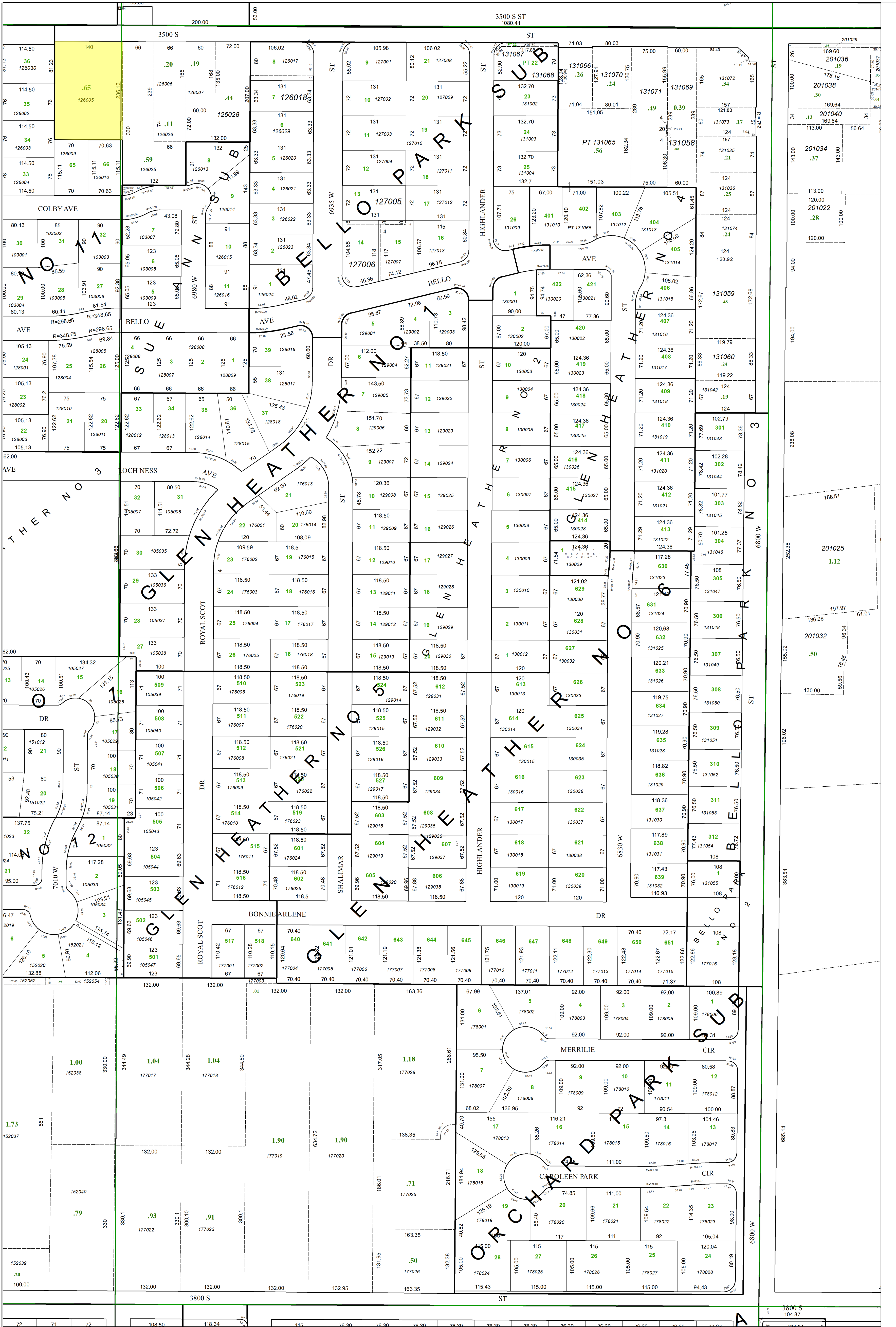
State of UTAH)
County of SALT LAKE) :SS

On this 3RD day of JUNE, 2026, **Barry Richins**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same.





Notary Public



As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically-generated Tax Plats. For parcel information regarding historic parcels, prior Tax Plats may need cross-referenced.
This Tax Plat is not intended to represent actual physical properties. In order to establish exact physical boundaries, a survey of the property may be necessary. Parcel numbers are for taxation reference purposes only and are subject to change.

SURVEYOR'S CERTIFICATE

I, Paul H. Gini, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate No. 3149, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as Copper Hill Heights No. 11 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		Beginning at a point which is U89°56'46"E 914.75' from the NW Cor. of Sec. 34, T1S-R2W, SLB&M, running thence;
U89°56'46"E	274.50'	South 236.13' thence;
East	140.63'	South 645.11' to the SW cor. of Lot 33, Glen Heather Subd., according to the official plat thereof, thence West 462.01' thence;
South	600.0'	ft. to the NW cor. of Lot 1, Glen Heather No. 3 Subd. according to the official plat thereof, thence;
		West 202.60' thence;
S01°15'56"W	363.34'	to the SE cor. of Lot 7, West Hunter Subd., according to the official plat thereof, thence along said bdy of Plat #2, thence U0°08'E 806.10' thence;
East	252.79'	leaving said bdy U88°09'46"E 399.43' ft. thence;
		North 485.74' to the point of beginning.

Contains: 66 Lots 17697 acres

I further certify all lots conform to an R-8 Zone in area & width requirements.

Oct. 20, 1975

DATE
REVISED 2/12/76

Uo. 3149 Gini & Assoc., Inc.
S.L.C., Ut. Job #

OWNER'S DEDICATION

Know all men by these presents that we, the 2 undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

Copper Hill Heights No. 11

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

In witness whereof we have hereunto set our hands this 20th day of October A.D., 19 75

Dixie Six Corporation

E. Vern Breeze, President

Robert I. Bowles, Secretary

VALLEY CENTER BUILDING AND CABINET INC.

By E. Vern Breeze Pres.

TRACY MORTGAGE Co.

By Jel May SR. V.P.

ACKNOWLEDGMENT

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

On the 20th day of October, A.D., 19 75, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer() of the above Owner's dedication, in number, who duly acknowledged to me that signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

Copper Hill Heights No. 11

in the UW 1/4 of Sec. 34, T1S-R2W, SLB&M.

SALT LAKE BASE & MERIDIAN

RECORDED # 2822331

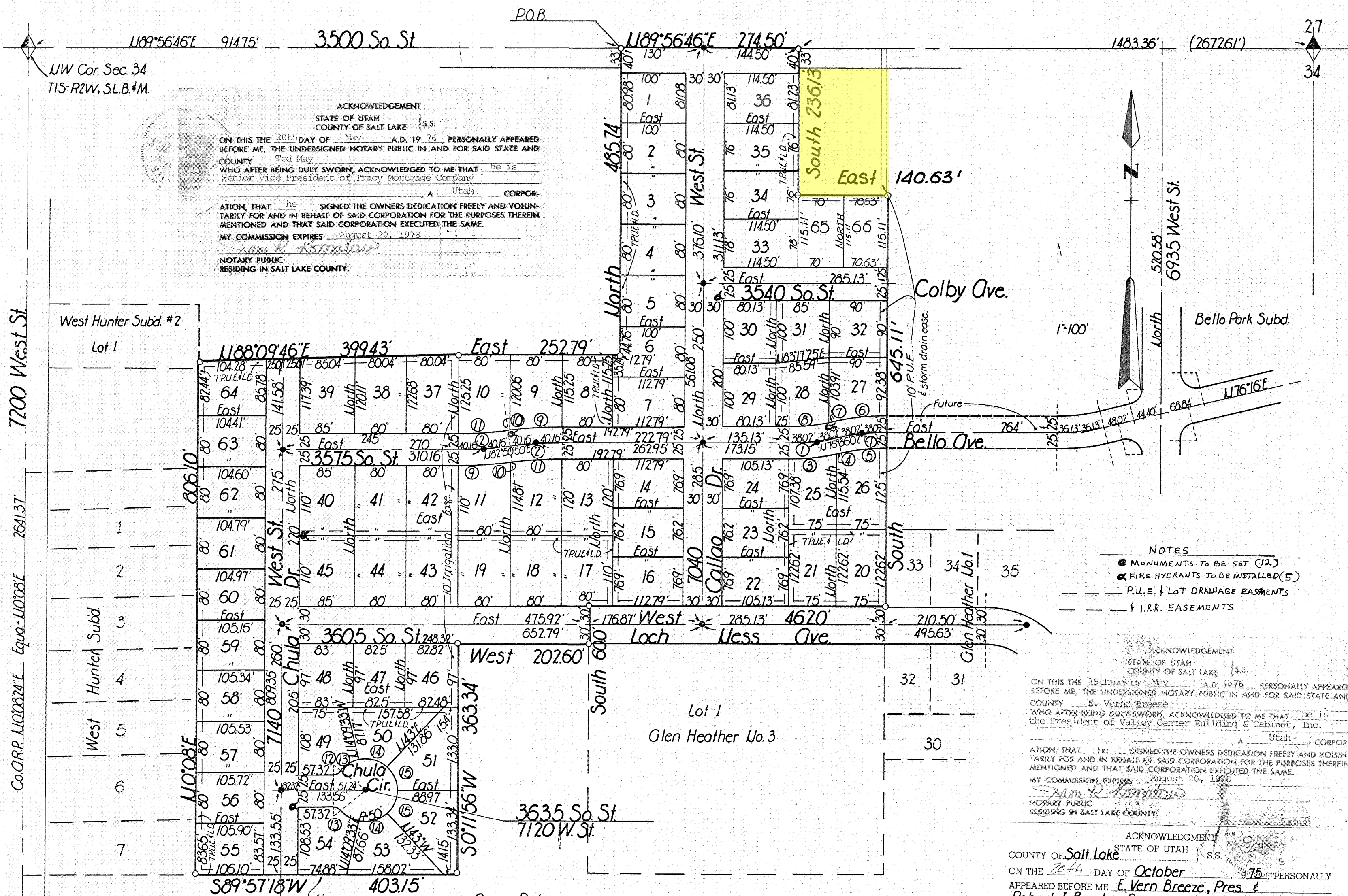
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF

Guardian Title Co.

DATE June 8, 1976 TIME 4:11 p.m. BOOK 76-6 PAGE 124

FEE \$ 43.00

State of Utah
SALT LAKE COUNTY RECORDER



NOTES

- MONUMENTS TO BE SET (12)
- FIRE HYDRANTS TO BE INSTALLED (5)
- P.U.E. & LOT DRAINAGE EASEMENTS
- I.R.R. EASEMENTS

ACKNOWLEDGMENT

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

ON THIS THE 19th DAY OF May, A.D. 1976, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, E. Vern Breeze

WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS the President of Valley Center Building & Cabinet, Inc.

A Utah CORPORATION,

THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES AUGUST 20, 1976

Sam R. Komitow
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY.

ACKNOWLEDGMENT

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

ON THE 20th DAY OF October, 19 75, PERSONALLY APPEARED BEFORE ME E. Vern Breeze, Pres. & Robert I. Bowles, Sec.

WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT they ARE THE President & Secretary OF Dixie Six Corporation

AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID Corporation BY AUTHORITY OF Board of Directors AND THE SAID E. Vern Breeze,

Robert I. Bowles ACKNOWLEDGED TO ME THAT SAID Dixie Six Corporation

EXECUTED THE SAME.

MY COMMISSION EXPIRES _____

June 8, 1977 NOTARY PUBLIC
RESIDING IN Salt Lake County

Curve Data:

Uo. 1	2	3	4	5	6	7	8	9	10	11
Δ 13°23'58"	7°09'10"	12°25'21"	0°58'37"	13°23'58"	13°23'58"	1°48'33"	11°35'24"	6°53'01"	0°16'09"	7°09'10"
R 323.64'	642.49'	348.65'	348.65'	298.65'	348.65'	298.65'	298.65'	667.49'	667.49'	617.49'
L 75.69'	80.21'	75.59'	5.94'	69.84'	81.54'	943'	60.41'	80.19'	3.14'	77.09'
LC 75.52'	80.16'	75.44'	5.94'	69.68'	81.35'	943'	60.31'	80.15'	3.14'	77.04'

Uo. 12	13	14	15
Δ 52°01'12"	37°51'39"	57°09'33"	47°
R 15'	50'	50'	50'
L 1362'	3304'	4988'	4102'
LC 1316'	3244'	4784'	3987'

PLANNING COMMISSION

APPROVED THIS Jan 27 DAY OF Jan, A.D. 1976 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

Thelma Stiles
CHAIRMAN, SALT LAKE CO. PLANNING COMM

BOARD OF HEALTH

APPROVED THIS 2nd DAY OF January, A.D. 1976

Robert I. Bowles
DIRECTOR, S. L. CO. BOARD OF HEALTH

FLOOD CONTROL DEPT.

APPROVED THIS 10th DAY OF Jan, A.D. 1976

BM Parker
FLOOD CONTROL COORDINATOR

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

1476 M. Eastman
DATE SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 1 DAY OF June, A.D. 19 76

St & Lewis
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 2nd DAY OF June, A.D. 19 76 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

Attest SALT LAKE CO. CLERK CHAIRMAN, BD. OF CO. COMM



Description: Authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement

Fiscal Impact: \$900.00

Funding Source: State Safe Sidewalk Funds

Account #: 45-9610-40750-75288-0200

Budget Opening Required: No

Issue:

Authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement.

Summary:

Victor M. Robles Herrera has signed an Easement Purchase Agreement and a Temporary Construction Easement in favor of West Valley City for property located at 6949 West 3500 South (14-34-126-017).

Background:

The Victor M. Robles Herrera property located at 6949 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk, textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist.

The Temporary Construction Easement will allow for construction adjacent to the property owned by the property owner. Compensation for the Temporary Construction Easement and improvements in the amount of \$900.00 was based upon land values of similar properties in the area.

Recommendation:

Authorize the mayor to execute the Easement Purchase Agreement. Authorize City Recorder to record said Temporary Construction Easement for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 06/10/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM VICTOR M. ROBLES HERRERA FOR PROPERTY LOCATED AT 6949 WEST 3500 SOUTH.

WHEREAS, Victor M. Robles Herrera (herein “Owner”) has entered into an Easement Purchase Agreement for property located at 6949 West 3500 South that is affected by the 3500 South 7000 West Safe Sidewalk Project (herein “Project”); and

WHEREAS, Owner has also signed a Temporary Construction Easement (the “Easement”), as required for the Project; and

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

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

1. That the above-referenced document entitled “Easement Purchase Agreement” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT**

On this _____ day of _____, 20____, Victor M. Robles Herrera (herein GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, a certain easement for right-of-way purposes.

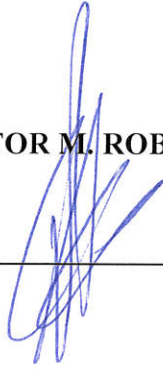
IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. GRANTOR shall deliver a temporary construction easement in the form and for the property described in Exhibit A.
2. The City shall pay \$900.00 for the easement described in Section 1. This amount constitutes fair market value and is the entire payment for the easement and any and all known or potential damages, costs, or value that may be related to the easement. Closing shall occur within sixty days of the execution of this Agreement.
3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.
4. Following the completion of the City's project, the City shall restore the property within the easement to its condition upon execution of this Agreement.

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

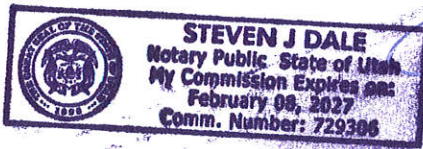
(signatures follow)

GRANTOR
VICTOR M. ROBLES HERRERA



State of UTAH)
County of SALT LAKE) :SS

On this 9TH day of JUNE, 2026, personally appeared before me Victor M. Robles Herrera, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he executed the foregoing instrument.




Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: #14-34-126-017

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Victor M. Robles Herrera**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **6949 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:

Beginning at the Northwest corner of Lot 8, Bello Park Subdivision according to the official plat thereof as recorded in Book Q at Page 14 in the office of the Salt Lake County Recorder, said point also being North 89°57'50" East 1,593.27 feet along the section line and South 33.00 feet from the Northwest Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°57'50" East 106.02 feet; thence along a curve to the right having a radius of 24.97 feet, with a central angle of 75°32'52", for an arc distance of 32.92 feet; thence South 76°44'07" West 5.15 feet; thence along a non-tangent curve to the left, having a radius of 19.97 feet, with a central angle of 74°59'09", chord bears North 52°10'38" West 24.31 feet, for an arc distance of 26.14 feet; thence South 89°57'50" West 44.50 feet; thence South 5.00 feet; thence South 89°57'50" West 33.50 feet; thence North 5.00 feet; thence South 89°57'50" West 28.00 feet to the westerly boundary of said Lot 8; thence North 5.00 feet to the Point of Beginning. Encompassing 848 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this _____ day of _____,
2026.

GRANTOR

Victor M. Robles Herrera

State of _____)
County of _____) :ss

On this _____ day of _____, 2026, personally appeared before me **Victor M. Robles Herrera**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

Notary Public

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: #14-34-126-017

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Victor M. Robles Herrera**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **6949 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:

Beginning at the Northwest corner of Lot 8, Bello Park Subdivision according to the official plat thereof as recorded in Book Q at Page 14 in the office of the Salt Lake County Recorder, said point also being North 89°57'50" East 1,593.27 feet along the section line and South 33.00 feet from the Northwest Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°57'50" East 106.02 feet; thence along a curve to the right having a radius of 24.97 feet, with a central angle of 75°32'52", for an arc distance of 32.92 feet; thence South 76°44'07" West 5.15 feet; thence along a non-tangent curve to the left, having a radius of 19.97 feet, with a central angle of 74°59'09", chord bears North 52°10'38" West 24.31 feet, for an arc distance of 26.14 feet; thence South 89°57'50" West 44.50 feet; thence South 5.00 feet; thence South 89°57'50" West 33.50 feet; thence North 5.00 feet; thence South 89°57'50" West 28.00 feet to the westerly boundary of said Lot 8; thence North 5.00 feet to the Point of Beginning. Encompassing 848 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this 9TH day of JUNE,
2026.

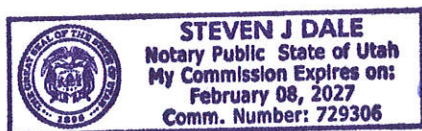
GRANTOR



Victor M. Robles Herrera

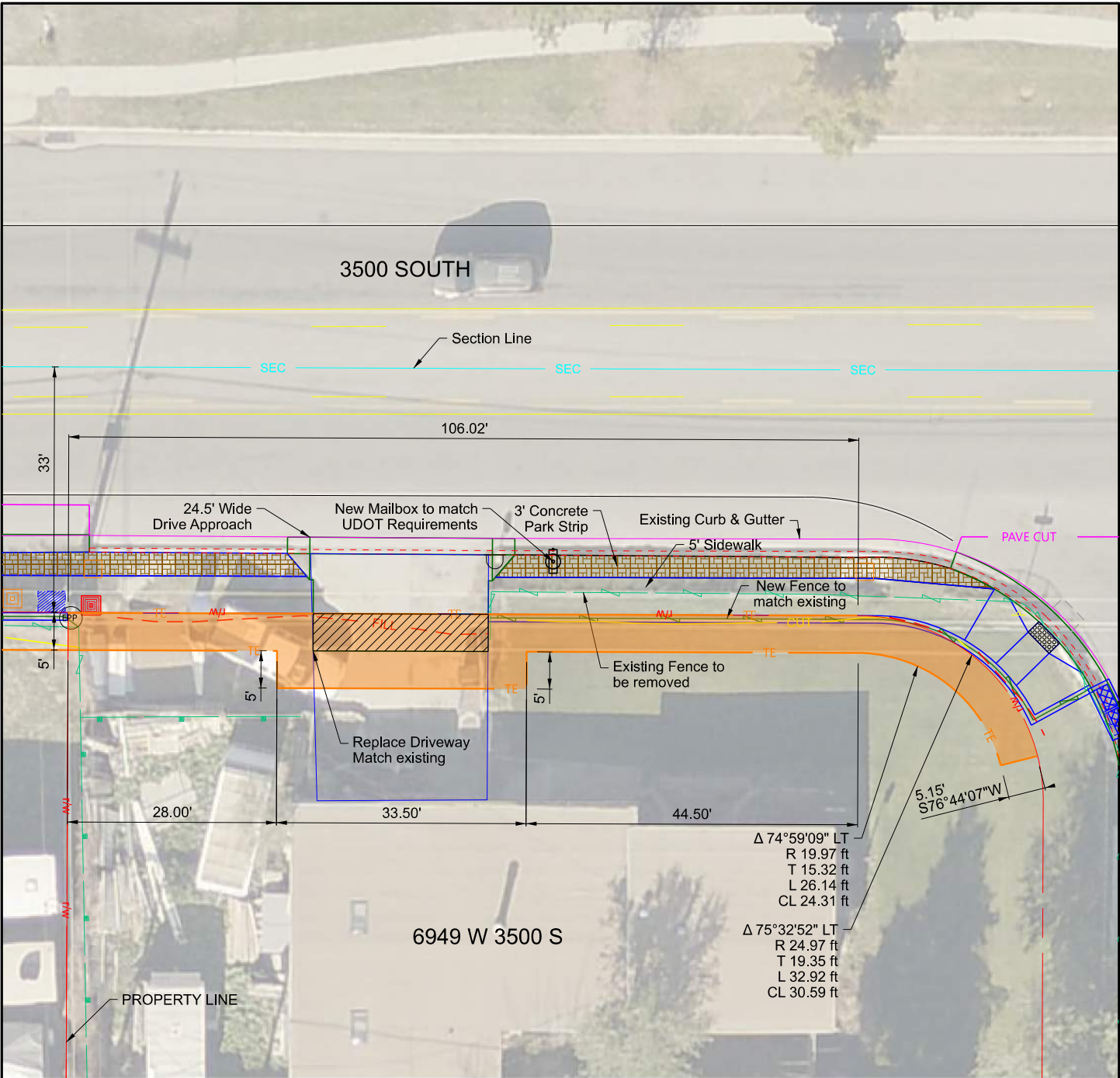
State of UTAH)
County of SALT LAKE :SS)

On this 9TH day of JUNE, 2026, personally appeared
before me **Victor M. Robles Herrera**, whose identity is personally known to me or proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to this
instrument and acknowledged that he executed the same.



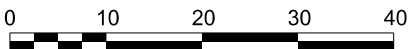


Notary Public



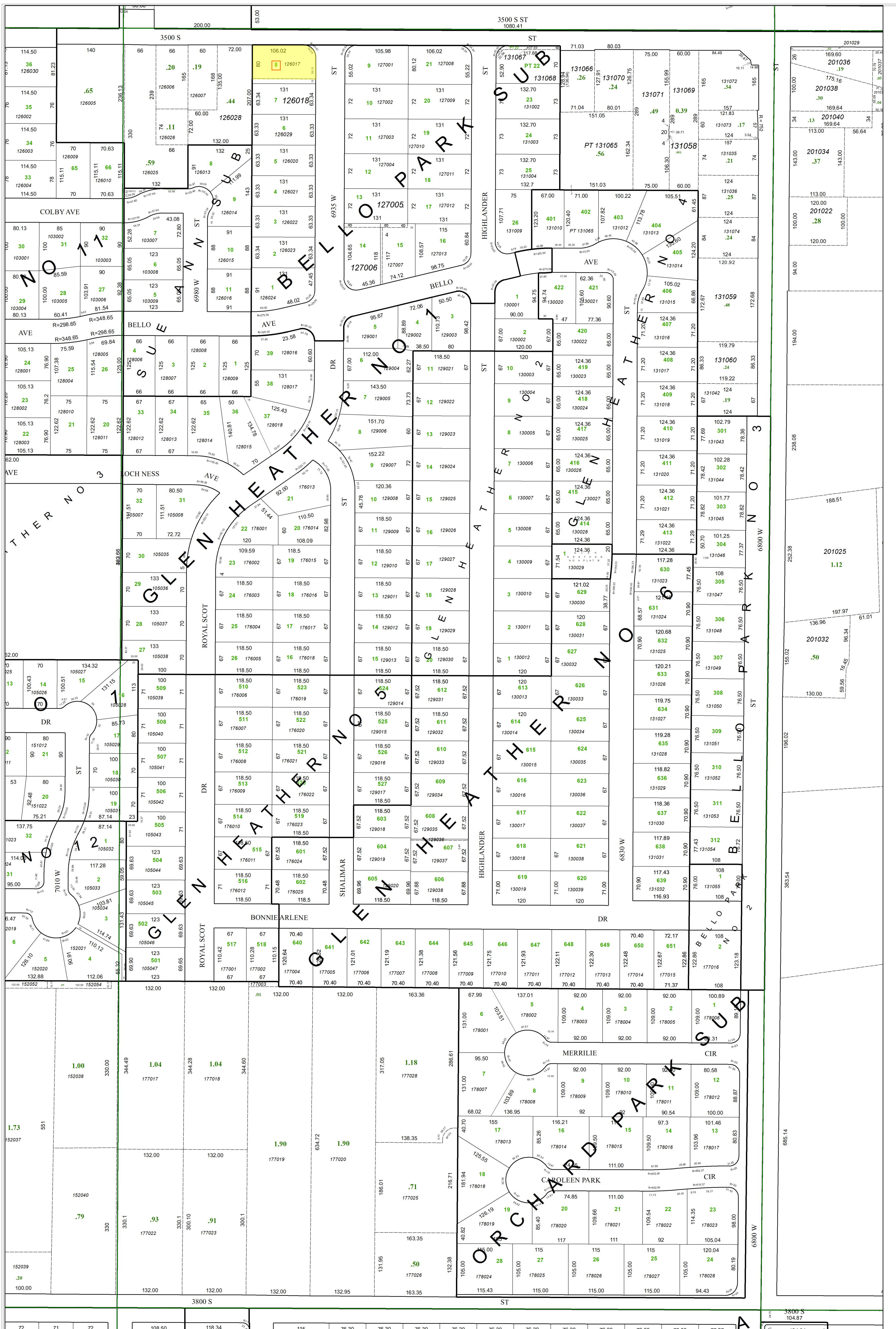
LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- r/w- EXISTING PROPERTY LINE
- PROPOSED SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED PARK STRIP
- TE --- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- R/W- RIGHT OF WAY ACQUISITION
- ACQUISITION | TCE AREA



NOTE:
1. CONTRACTOR WILL RESTORE IMPACTED LANDSCAPING (SOD AND SPRINKLERS) WITHIN THE TEMPORARY CONSTRUCTION EASEMENT.

SHEET NO. RW-07	3500 SOUTH SAFE SIDEWALK	 WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720	DESIGN <u> </u>				
	7000 WEST - UDOT PIN 22984		CHECK <u> </u>				
	6949 W 3500 S		DRAWN <u> </u>				
	PROJECT NUMBER WVC ENG CCR - 473		CHECK <u> </u>				
	DESIGN <u>164</u>		REVISIONS				
		DATE NO. BY					

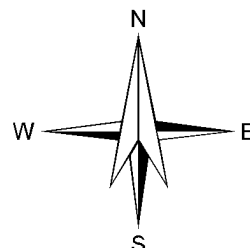


As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically-generated Tax Plats. For parcel information regarding historic parcels, prior Tax Plats may need cross-referenced.

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



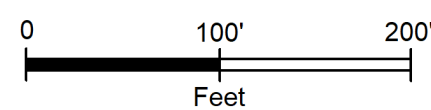
Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org



E 1/2 NW 1/4 Sec 34 T1S R2W
SALT LAKE COUNTY, UTAH

1/30/2025

Scale 1"=100'

[illegible]

Page 10 of 11

Section Page

SURVEYOR'S CERTIFICATE

I, REED P. HOOVER, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 304, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as "BELLO PARK SUBDIVISION" and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION		
COURSE	DIST.	REMARKS
Beginning at a point which is N 89° 57' 50" E 1593.27 feet along the Section line and South 33.0 feet from the Northwest Corner of Section 34, T.15, R.2W, S.L.B. & M. and running thence		
N 89° 57' 50" E	635.70	feet, thence
South	297.0	feet, thence
West	57.7	feet, thence
South	123.20	feet, to a point on a 325.0 foot radius curve, radius point bears S 7° 31' 30" E, thence westerly along the arc of said curve
S 13° 44' E	50.0	feet, thence
S 76° 16' W	34.18	feet, thence Southwesterly along the arc of a 25.0 foot radius curve 33.28 feet, thence
South	24.45	feet, thence
West	50.0	feet, thence Northwesterly along the arc of a 25.0 foot radius curve 45.28 feet, thence
S 76° 16' W	218.23	feet, thence Southwesterly along the arc of a 25.0 foot radius curve 33.28 feet, thence
South	26.89	feet, thence
West	60.0	feet, thence Northwesterly along the arc of a 25.0 foot radius curve 45.28 feet, thence
S 76° 16' W	23.58	feet, thence along the arc of a 325.0 foot radius curve to the right 77.90 feet, thence
North	601.0	feet to the point of beginning.

Nov. 28, 1955
DATE

Reed P. Hoover
SURVEYOR

OWNER'S DEDICATION

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

"BELLO PARK SUBDIVISION"

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

In witness whereof we have hereunto set our hands this 10 day of November A.D., 1955

HYMAS IMPROVEMENT INCORPORATED

Merrill D. Hyman PRESIDENT
Rulon Hyman SECRETARY
John A. Rokich
Ruth S. Hyman
Duane J. Hyman
Delaney M. Hyman

ACKNOWLEDGMENT

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

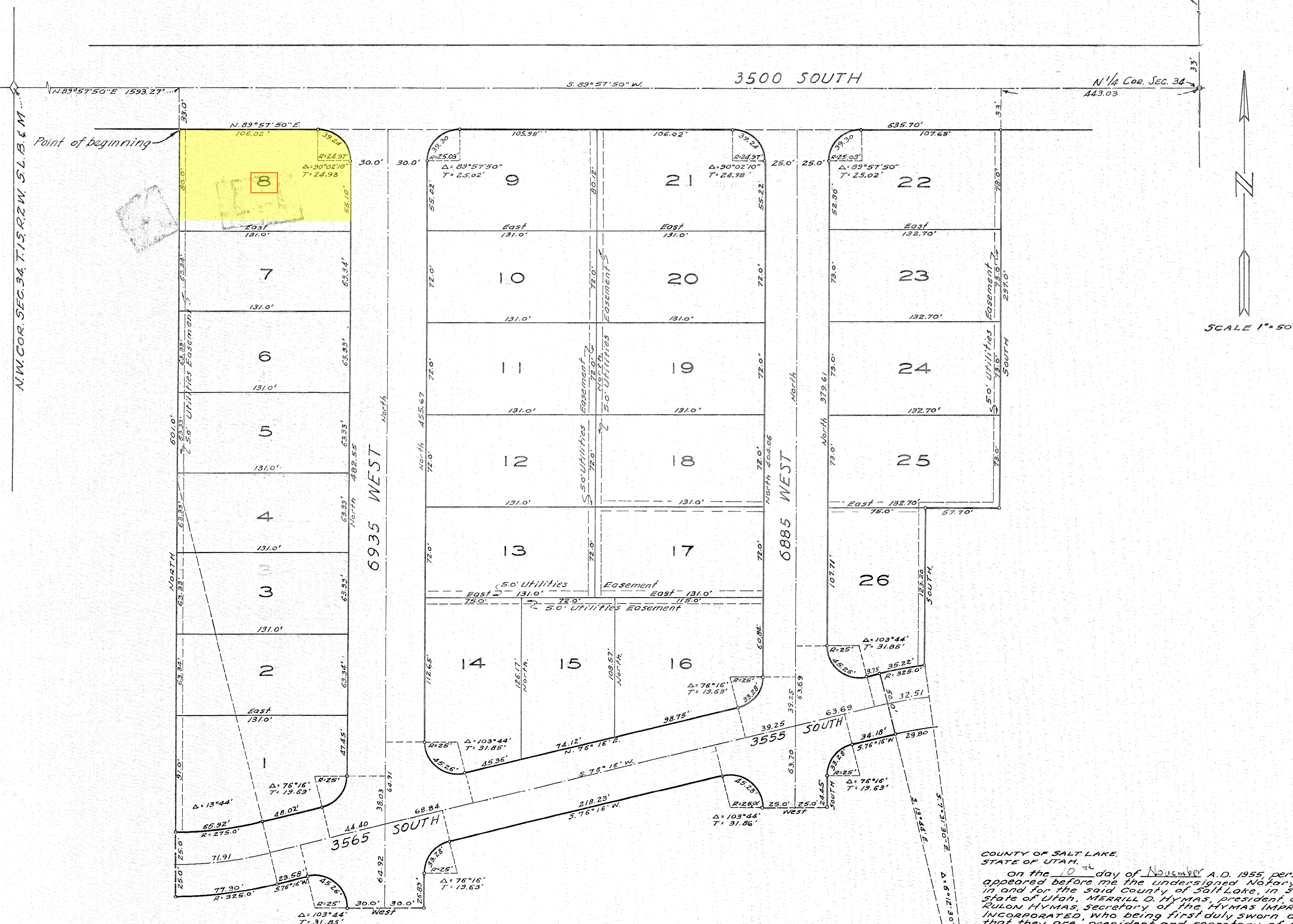
On the 10 day of November, 1955, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, six in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: Aug 12, 1957

John A. Rokich
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

BELLO PARK SUBDIVISION

A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH RANGE 2 WEST, SALT LAKE BASE & MERIDIAN



COUNTY OF SALT LAKE
STATE OF UTAH

On the 10 day of November A.D. 1955, personally appeared before me the undersigned Notary Public, in and for the said County of Salt Lake, in said State of Utah, Merrill D. Hyman, President and Rulon Hyman, Secretary of the Hymas Improvement, Incorporated, who being first duly sworn did say that they are president and secretary of said corporation, and the accompanying instrument was signed on behalf of said corporation by authority of its Board of Directors and Merrill D. Hyman and Rulon Hyman acknowledged to me that said corporation executed the same.

John A. Rokich
NOTARY PUBLIC
Residing in Salt Lake County

My Commission Expires Aug 12, 1957

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 22ND DAY OF NOVEMBER A.D., 1955, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

G. R. Minkelson
CHAIRMAN, SALT LAKE COUNTY PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

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

Jan 9, 1955
DATE

John E. Mackay
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 9TH DAY OF JAN A.D., 1956

William E. Thurman
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 9 DAY OF January A.D., 1956, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

William E. Thurman
SALT LAKE COUNTY CLERK CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1464524

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

JOHN A. ROKICH

DATE JAN 10 1956 TIME 6:24 BOOK "Q" PAGE 14

20.00 FEE \$ 20.00 John A. Rokich
SALT LAKE COUNTY RECORDER