WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, September 22, 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: Mayor Lang

4. Approval of Minutes:

   A. September 8, 2026

5. Awards, Ceremonies and Proclamations:

   A. Clean and Beautiful Recognitions

6. Public Comment Period:

   (The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall

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.

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

7. Consent Agenda:

A. 26-112: Authorize the Execution of a Professional Services Agreement with RRJ Consulting, LLC

B. 26-113: Authorize the City to Enter Into a Memorandum of Agreement with the Department of Justice

C. 26-114: Authorize the Execution of an Interlocal Cooperation Agreement with Salt Lake County for Funding for Substance Abuse Prevention

D. 26-115: Award a Contract to Morgan Pavement Maintenance for the 2026 Frictional Mastic Surface Treatment Project

E. Reso 26-116: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement With and From Brimley and Associates Ltd. for Property Located at 4095 South Redwood Road

F. Reso 26-117: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Temporary Construction Easement and Perpetual Easement With and From Lynn and Steven Nebeker for Property Located at 1445 West 4020 South

G. Reso 26-118: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Warranty Deed, a Temporary Construction Easement, and a Perpetual Easement With and From Melissa L. Powers for Property Located at 4041 South 1500 West

H. Reso 26-119: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Temporary Construction Easement and Perpetual Easement With and From Lance Thompson for Property Located at 3976 South Pharoah Road

8. Motion for Closed Session (if necessary)

9. Adjourn

WEST VALLEY CITY

City Council Regular Meeting Minutes
September 8, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, AUGUST 25, 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 PRO TEM HARMON.

THE FOLLOWING MEMBERS WERE PRESENT:

Scott Harmon, Mayor Pro Tem/ Councilmember District 2
Karen Lang, Mayor *(electronically)*
Lars Nordfelt, Councilmember At-Large *(electronically)*
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
William Whetstone, Councilmember District 3
Cindy Wood, Councilmember District 4

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CD Director
Dan Johnson, Public Works Director
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Paula Melgar, HR Director *(electronically)*
Tumi Young, Chief Code Enforcement Officer
Travis Crosby, IT

OPENING CEREMONY - COUNCILMEMBER CINDY WOOD
Councilmember Cindy Wood made comments regarding Labor Day and asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETINGS HELD AUGUST 25, 2026
The Council considered the Minutes of the Regular Meetings held August 25, 2026. There were no changes, corrections or deletions.

Councilmember Wood moved to approve the Minutes of the Regular Meetings held August 25, 2026. Councilmember Christensen seconded the motion.

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

PUBLIC COMMENT PERIOD
Mike Markham expressed opposition to using a single towing company, stating that he preferred maintaining competition among providers. He also raised concerns regarding tow trucks and other large vehicles being parked on public streets and discussed ongoing property maintenance and code enforcement issues in residential neighborhoods, including excessive trailers, recreational vehicles, unlicensed business activity, and vehicles stored on streets. He encouraged stronger enforcement of City ordinances, particularly for repeat offenders, including increased fines and holding property owners accountable for violations.

Stephen Morrs, General Manager of Stauffer's Road Solutions, spoke in support of the company's proposed towing contract with the City. He highlighted the company's more than 70-year history in Utah and its investment in local employees, equipment, facilities, and technology. He acknowledged concerns regarding the City's RFP process and transition to a single towing provider but emphasized that Stauffer's participated in the competitive process established by the City. He stated that the company is prepared to meet the contract's towing and recovery requirements and asked that Stauffer's be evaluated based on its performance, including response times, customer service, equipment, protection of property, and accountability.

Kurtis Stauffer spoke in support of the proposed towing RFP and single-provider model, emphasizing that the decision should be based on public safety, efficiency, consistency, and accountability rather than the benefit to any individual towing company. He stated that having one provider subject to specific performance requirements could result in more consistent response and scene-clearance times, reduced administrative work for police officers, and improved service to the public. He acknowledged the concerns of companies currently participating in the towing rotation but stated that the City should select the system that provides the safest, most dependable, and efficient service. Kurtis also discussed Stauffer's history as a Utah-based, family-owned company founded in 1954 and its continued local presence.

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Joshua Magers expressed support for local towing companies and opposition to the City's proposed single-provider towing model. He then raised concerns regarding the City's prohibition of commercial signage in residential areas as applied to a sign on his property. He questioned whether the prohibition is consistent with First Amendment protections for commercial speech, particularly when other types of residential signage are permitted. He requested clarification regarding the constitutional basis for prohibiting his sign and stated that, absent such clarification, he intends to reinstall the sign and is prepared to pursue the matter through the legal process.

Randy Moore Randy proposed changes to the development agreement item scheduled on this agenda. He noted the new would prohibit ADUs through the HOA, require at least 70% owner occupancy, increase the minimum home size to approximately 2,400 square feet, create individual lots with fenced rear yards, and increase front setbacks. He also proposed a dedicated public road with park strips and sidewalks on both sides, which would reduce HOA costs. Randy acknowledged concerns about amending development agreements but stated that he believed the proposed changes represented improvements over the development approved five years ago and reflected changes in City requirements and infrastructure options since that time.

Jennifer Flack introduced herself as the new Acting Manager of the Hunter Library through the end of the year, noting that a new manager will take over in January. She provided an update on the Library's Summer Reading Program, which is offered free to all ages from June through August, and reported a 10% increase in program completers this year. She also provided information regarding access to other library branches and holds during the transition and announced a popsicle party on September 19.

En, a representative of Wasatch Assembly, expressed support for local towing companies seeking a more equitable contracting process and expressed disappointment regarding a lack of response to previous outreach to Councilmembers. En encouraged greater responsiveness from elected officials regarding their positions on community issues. En also discussed concerns regarding federal immigration enforcement and urged the City to take additional steps to protect immigrant communities. Wasatch Assembly's stated priorities included opposing the construction of ICE facilities, opposing 287(g) agreements or the use of municipal resources for ICE enforcement, and supporting free legal services related to constitutional rights violations. En encouraged Councilmembers to respond to the organization's policy survey regarding its priorities in housing, environment, and immigration.

Jim highlighted the success of the Utah 8s, a professional indoor football team based in West Valley City, which recently won its international league championship. He discussed the team's growth and improvement throughout the season and expressed enthusiasm about having a championship-winning professional football team in the City.

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Jeremy expressed support for the proposed parking restrictions on Erin Hills Lane and thanked the Council for addressing safety concerns in the area. He noted that the street is narrow and experiences traffic cutting between 5600 West and 3500 South, as well as congestion from vehicles queuing for the nearby car wash. He also cited the presence of children in the area and stated that the proposed restriction would improve safety while balancing the needs of nearby businesses and their patrons.

Ryan expressed concerns regarding the proposed single-provider towing contract and encouraged the Council to consider whether there are documented problems with the current rotation system, how many local businesses currently participate, and what would occur if the selected contractor were unable to meet service expectations. He also questioned the advantages of a single-provider model over a competitive rotation and whether the potential economic impacts on local businesses had been evaluated. He cautioned against replacing an existing competitive system with a single-provider arrangement.

Becky Beck, co-owner of Harmon's Towing, spoke in support of maintaining the City's towing rotation. She discussed her company's history with the West Valley City Police towing rotation and noted that eight towing companies currently operating from their yard participate in the rotation, several of which have served the City for many years. Becky acknowledged that the current rotation requires significant administration and supervision but encouraged the City to explore ways to make the system easier to manage rather than transitioning to a single provider. She emphasized the potential impact on local towing companies and the families who depend on those businesses and asked the Council to consider them in its decision.

Tony DeFintago clarified that his concerns were not directed at Stauffer's, which he described as a reputable company, but rather at the City's decision to move away from the current towing rotation. He emphasized that the existing towing companies are also local, trained, certified, and experienced, and requested an explanation of the reasoning behind the proposed change to a single-provider system.

Lisa Butcher spoke in opposition to the proposed single-provider towing contract. She stated that TowPro would be a good alternative. She indicated that her company has demonstrated strong performance under the current rotation and cited the company's response times and responsiveness to police calls in comparison with Stauffer's. She also questioned Stauffer's characterization as a longstanding local company, referencing its relationship with a larger corporation.

Mariela Montiel raised concerns regarding fees permitted under the proposed towing contract, particularly a charge for an additional tow truck driver. She outlined several towing, administrative, fuel surcharge, storage, and additional-driver fees and expressed concern about the potential financial impact on residents retrieving their vehicles. She contrasted the proposal with the City's previous towing rotation practices, under which additional time and related charges required specific authorization from officers and the towing coordinator. Mariela questioned why the proposed

contract would allow charges that she stated were previously subject to greater oversight and approval.

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING APPLICATION SMI-4-2026, FILED BY GRANGER HUNTER IMPROVEMENT DISTRICT, REQUESTING A VACATION OF A PORTION OF 2320 SOUTH RIGHT-OF-WAY EAST OF 1070 WEST

Mayor Pro Tem Harmon informed a public hearing had been advertised for the Regular Council Meeting scheduled August 25, 2026 in order for the City Council to hear and consider public comments regarding the adoption of the 2026 West Valley City Engineering Standards.

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

> Granger Hunter Improvement District submitted a two-lot minor subdivision application for its property at 1002 West 2320 South to construct a new wellhouse. The existing 2320 South right-of-way extends to the Jordan River, although the physical roadway currently ends near the west boundary of the property. To allow development, the District must extend roadway improvements eastward. Public Works requires the roadway to terminate with a cul-de-sac and the remaining right-of-way to be vacated. Salt Lake County, which owns park property south of 2320 South, has agreed to dedicate property for the cul-de-sac in exchange for receiving the vacated right-of-way. Granger Hunter Improvement District has no interest in the vacated right-of-way and will convey its interest to Salt Lake County.

Mayor Pro Tem Harmon opened the Public Hearing. There being no one to speak on this matter, Mayor Pro Tem Harmon closed the Public Hearing.

ACTION: ORDINANCE 26-36, APPROVE THE VACATION OF A PORTION OF 2320 SOUTH IN CONJUNCTION WITH THE WATTS WELL NO. 18 SUBDIVISION

The City Council previously held a public hearing regarding proposed Ordinance 26-36 that would approve the vacation of a portion of 2320 South in conjunction with the Watts Well No. 18 Subdivision.

Upon inquiry by Mayor Pro Tem Harmon there were no further questions from members of the City Council, and he called for a motion.

> Councilmember Whetstone moved to approve Ordinance 26-36.

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Councilmember Wood seconded the motion.

A roll call vote was taken:

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

Unanimous.

B. ACCEPT PUBLIC INPUT REGARDING PARKING RESTRICTIONS ON ERIN HILL LANE AND CADDY HILL LANE

Mayor Pro Tem Harmon informed a public hearing had been advertised for the Regular Council Meeting scheduled September 8, 2026 in order for the City Council to hear and consider public comments regarding parking restrictions on Erin Hill Lane and Caddy Hill Lane.

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

> Following a resident complaint, staff evaluated on-street parking in the Erin Hills townhome development under the City Council-approved methodology for residential streets. Parking exceeded 60 percent of the available curb distance on two of three observations. If approved, the Public Works Department would prohibit parking on the north side of Erin Hill Lane and the west side of Caddy Hill Lane. The proposed action has no fiscal impact.

Mayor Pro Tem Harmon opened the Public Hearing.

Haley Binggeli, a resident and townhome owner since 2022, spoke in support of the proposed parking restriction on Caddy Hill Lane. She described safety concerns caused by the narrow roadway and parked vehicles, including an accident, near-accidents, blind spots, pedestrian safety concerns, and difficulty for emergency vehicles and buses to pass through the area. Haley suggested additional options for consideration, including restricting parking on the opposite side of the street, exploring use of a nearby underutilized parking lot, and identifying additional safe parking spaces within the townhome development. She emphasized the importance of addressing the issue for the safety and well-being of residents.

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Colin Donatu spoke in support of the proposed parking restriction and encouraged the City to consider prohibiting parking throughout the affected area. He cited concerns with congestion, Wendover bus parking, access to mailboxes, emergency vehicle access, children's safety, and increased cut-through traffic during road construction on 5600 West and 3500 South. He stated that residences have garages, driveways, and visitor parking available and emphasized that restricting street parking would improve safety and access within the neighborhood.

Jessenia Pasillas spoke in support of the proposed parking restriction as currently presented. She cited safety concerns including obstructed traffic, accidents and near-accidents, vehicles blocking mailboxes, limited visibility near the Shiny Shell car wash, and concerns for children in the neighborhood. She also noted that patrons of the Wendover bus service park along neighborhood streets for extended periods and suggested exploring possible use of the nearby UTA parking lot. She stated that parking issues are also affected by residents not utilizing available garages and expressed support for the proposed restriction as a way to improve traffic flow and safety.

Neil Ashton spoke in support of the proposed parking restrictions on the north and west sides of the affected streets, citing congestion and pedestrian safety concerns, particularly involving children. He also noted that an office building is currently being constructed on Aaron Hill Lane and expressed concern that restricting parking could shift vehicles to the south side of the street, potentially affecting access to the development and ingress and egress from 5600 West. He encouraged consideration of these impacts while supporting the proposal as an overall safety improvement.

Mayor Pro Tem Harmon closed the Public Hearing.

ACTION: RESOLITION 26-102: AUTHORIZE PARKING RESTRICTIONS ON CERTAIN PUBLIC STREETS

The City Council previously held a public hearing regarding proposed Ordinance 26-102 that would authorize parking restrictions on certain public streets.

Councilmember Wood expressed support for the parking restriction, noting that the City has successfully implemented similar restrictions in other areas to improve safety and accessibility. Mayor Pro Tem Harmon agreed.

Councilmember Wood asked for clarification regarding the impact of the proposed parking restrictions on the commercial building discussed during public comment, specifically whether customers would still be permitted to park near the building given that its access is located on the south side of the street.

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Steve responded that the commercial development is required to provide a specified amount of on-site parking. He clarified that while the City cannot prohibit customers from parking on the street generally, they would be subject to the same posted parking restrictions as other motorists.

Mayor Pro Tem asked how close people can park to the curb cut. Steve explained the City's clear-view requirements intended to maintain visibility at intersections and driveways. He stated that intersections of two public streets require a 40-foot clear-view area, while a private driveway intersecting with a street requires a 20-foot clear-view area. He noted that obstructions, including parked vehicles, are not permitted within these areas in order to preserve visibility for motorists entering or exiting the roadway.

Upon inquiry by Mayor Pro Tem Harmon there were no further questions from members of the City Council, and he called for a motion.

Councilmember Whetstone moved to approve Resolution 26-102.

Councilmember Huyn seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 26-96: AWARD A CONTRACT TO STAUFFER'S ROAD SOLUTIONS, LLC TO PROVIDE CERTAIN TOWING AND ADDITIONAL RELATED SERVICES

Mayor Pro Tem Harmon presented proposed Resolution 26-96 that would award a contract to Stauffer's Road Solutions, LLC to provide certain towing and additional related services.

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

The proposed agreement would provide comprehensive towing services to West Valley City

for one year, with one-year renewals. The City has historically used a tow rotation that requires substantial maintenance and supervision. After an RFP issued May 19, 2026 and closed June 9, 2026, nine proposals were received; Stauffer's Road Solutions, LLC was the highest-ranked proposer.

Councilmember Huynh acknowledged the perspectives presented by both local towing companies and staff and asked for clarification regarding the primary reason for bringing this resolution forward. Eric stated that the Police Department's primary reason for proposing a single-provider towing contract is to improve efficiency. He explained that administering the current towing rotation requires substantial staff time from an officer who also has other responsibilities, including school safety and traffic duties. He noted that research into other jurisdictions indicated that a single-provider model can reduce administrative demands and improve response times, allowing disabled or damaged vehicles to be removed from roadways more quickly. He stated that quicker removal improves public safety, traffic flow, and overall efficiency.

Councilmember Huynh questioned the decision to replace the longstanding towing rotation with a single-provider contract, noting that many local towing companies have participated in the rotation for years. Eric explained that each company in the existing rotation has a contract with the City and that, during the RFP process, staff did not separately discuss the proposal with individual towing companies because doing so could have provided an unfair advantage. He stated that the RFP was publicly issued through the appropriate procurement systems and that the Police Department pursued the change to improve efficiency and service to residents.

Councilmember Huynh expressed concern that moving to one towing provider would reduce competition and could negatively affect consumers and local towing businesses. He suggested that the City could instead establish clearer performance expectations and consequences for companies participating in the rotation, including standards for response times and penalties or temporary removal from the rotation for failing to meet those standards. He emphasized that the existing companies have operated locally for many years, contribute to the local economy, and support employees and their families.

Eric responded that the proposed contract includes performance monitoring and provisions allowing either party to terminate the agreement before the end of its term if expectations are not met. He stated that the contract is for one year and is renewable, but could be terminated sooner if performance is unsatisfactory. He also emphasized that the selected provider was chosen based on the RFP submissions and that all prospective providers were given an equal opportunity to compete.

Councilmember Huynh reiterated his opposition to concentrating the City's towing work with a single provider, citing his personal concerns regarding monopolies and the potential impact on local businesses. He stated that, although he had no objection to the selected company itself, he did not support the single-provider model and intended to vote against the resolution.

Ifo clarified that the proposal was brought forward to improve efficiency and streamline the City's towing process. He noted that the City commonly awards contracts to a single provider for other services in order to simplify administration and establish clear accountability, and stated that the towing proposal was intended to similarly improve operations and potentially reduce response times. He emphasized that staff continually looks for ways to improve City processes and acknowledged that, if the single-provider model does not produce the anticipated benefits, the City could reevaluate the approach.

Ifo also addressed concerns and accusations regarding the procurement process and City staff, emphasizing that the RFP was conducted through the City's normal competitive process and that all companies had an equal opportunity to submit proposals. He stated that staff had no preference regarding which company was selected and encouraged anyone alleging improper conduct to provide evidence so the City could investigate. He acknowledged that the potential loss of business for existing local towing companies is a legitimate concern for the Council to weigh against the operational efficiencies anticipated from the proposed contract.

Councilmember Christensen confirmed that, under the previous towing rotation contracts, companies were notified of performance issues and given opportunities to address concerns before action was taken, noting that two companies had ultimately been removed from the rotation after receiving prior warnings. He also discussed the numerous emails, text messages, and phone calls he received regarding the proposed contract and stated that some of the concerns had nearly persuaded him. However, he strongly objected to accusations that City staff had been dishonest and stated that he would not support claims that staff members were liars.

Councilmember Huynh acknowledged the City's goal of improving efficiency but reiterated concerns regarding the impact of a single-provider model on local towing companies and the families who depend on those businesses. He encouraged greater communication between the City and local towing companies, including clearly establishing performance expectations and providing companies an opportunity to meet those standards. He stated that improved communication and collaboration could help the City and local businesses work together to address concerns and improve service.

Councilmember Wood expressed confidence in City staff and stated that she trusts the information and recommendations provided by the City Attorney's Office and Police Department to comply with applicable State requirements. She acknowledged the concerns raised regarding the proposed towing contract and stated that she understood why the proposal was brought forward. Regardless of the outcome of the resolution or her vote, she emphasized her support for City staff and expressed appreciation for their work.

Councilmember Whetstone stated that he had spoken with several towing providers to better understand the industry and their concerns. He acknowledged staff's goal of improving efficiency but expressed the view that having multiple towing providers could provide greater capacity and

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potentially better service. He suggested that maintaining a broader pool of providers, including giving TowPro an opportunity , could also help address the City's efficiency goals.

Upon inquiry by Mayor Pro Tem Harmon there were no further questions from members of the City Council, and he called for a motion.

Councilmember Christensen moved to approve Resolution 26-96.

The motion failed due to lack of a second.

Councilmember Huynh moved to deny Resolution 26-96.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Huynh	Yes
Councilmember Christensen	No
Councilmember Nordfelt	No
Mayor Lang	Yes
Mayor Pro Tem Harmon	No

Majority. Denied.

RESOLUTION 26-101: AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MOORE HOMES, LC FOR APPROXIMATELY 6.72 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 7147 WEST PARKWAY BOULEVARD
Mayor Pro Tem Harmon discussed proposed Resolution 26-101 that would authorize the City to enter into a Development Agreement with Moore Homes, LC.

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

> The City previously entered into a development agreement in 2021 for 43 attached senior condominiums on the property. Moore Homes, LC now proposes to replace that agreement with a development of 40 detached single-family homes. The proposed project would have a density of 6.0 units per acre, compared with 6.4 units per acre under the prior approval; a minimum unit size of 2,400 square feet; public streets rather than private streets; basements where soil conditions permit; and 22 visitor parking spaces rather than 11. The proposed agreement has no fiscal impact.

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Councilmember Wood verified that property owners in the surrounding neighborhood did not receive notice because this is not a public hearing. Steve replied yes.

Mayor Lang expressed concern about amending the development agreement, noting the Council's policy of generally not making such adjustments. She explained that the previously approved senior living development justified higher density because it addressed a community need. In contrast, she did not believe the current proposal presented a similar need and noted that, had it been proposed initially, it would not have qualified to come before the Council. Mayor Lang asked Steve for clarification. Steve replied that staff generally discourages amendments to development agreements, but there is not a strict policy prohibiting them, and the Council has approved amendments in some circumstances. Staff generally expects proposed amendments to provide an equivalent or better development and discourages changes intended solely to reduce costs or quality.

Councilmember Wood stated that the property was previously only eligible to be zoned RE and that she had opposed the zone change for the 55-plus development while serving on the Planning Commission, preferring the RE zoning due in part to residents' traffic concerns. She expressed concern that allowing amendments could create broader problems or set an undesirable precedent.

Upon inquiry by Mayor Pro Tem Harmon there were no further questions from members of the City Council, and he called for a motion.

Councilmember Wood moved to deny Resolution 26-101.

Councilmember Lang seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	No
Councilmember Huynh	No
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes
Mayor Pro Tem Harmon	Yes

Majority. Denied.

CONSENT AGENDA

A. RESOLUTION 26-92: APPROVE AN AMENDMENT TO THE SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT

Mayor Pro Tem Harmon discussed proposed Resolution 26-92 that would approve an amendment to the School Resource Officer Interlocal Cooperation Agreement.

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

The amendment would continue the City's agreement with Granite School District for two School Resource Officers at Granger High School for an additional five years, followed by a year-to-year recurring agreement. The Police Department reported that assigning two detectives as School Resource Officers has strengthened professional relationships with Granger High School administration and the Granite School District Police Department. The proposed amendment has no fiscal impact.

B. RESOLUTION 26-97: AUTHORIZE THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UTAH ATTORNEY GENERAL

Mayor Pro Tem Harmon discussed proposed Resolution 26-97 that would authorize the City to enter into a Memorandum of Understanding with the Utah Attorney General.

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

The Utah Attorney General's Office oversees the Utah Internet Crimes Against Children Task Force, which coordinates participating law-enforcement agencies in investigations, arrests, and prosecutions involving crimes against children. The proposed agreement would provide the City a $15,000 state grant for the period July 1, 2026 through June 30, 2027. Grant funds may be used for overtime, training, and equipment associated with child-exploitation investigations and prevention education.

C. RESOLUTION 26-98: AUTHORIZE THE CITY TO ENTER INTO A COOPERATIVE AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

Mayor Pro Tem Harmon discussed proposed Resolution 26-98 that would authorize the City to enter into a Cooperative Agreement for Supplemental Law Enforcement Services.

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

The agreement would authorize West Valley City Police officers to provide supplemental patrol services on state sovereign lands within the City, including the Jordan River Trail. Patrols would focus on public safety, enforcement of applicable laws, protection of sovereign lands from degradation, and homeless-camp enforcement. The proposed agreement would be effective from July 1, 2026 through June 30, 2031, with reimbursement up to $35,000 per fiscal year and not to exceed $175,000 during the term.

D. RESOLUTION 26-99: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR FUNDING FOR A YOUTH ADVOCACY GRANT

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Mayor Pro Tem Harmon discussed proposed Resolution 26-99 that would authorize the execution of an Interlocal Cooperation Agreement with Salt Lake County for funding for a Youth Advocacy Grant.

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

The proposed agreement would allow the City to accept a $10,000 FY2027 Youth Advocacy Grant Initiative award to support the West Valley City Youth Council. Grant-funded activities would include a youth-led Health and Wellness Friendsgiving Festival and prevention outreach addressing alcohol, nicotine/tobacco, and marijuana. A budget opening is required to receive the grant funds.

E. RESOLUTION 26-100: AUTHORIZE THE RENEWAL OF CERTAIN SERVICES PROVIDED BY HYLAND SOFTWARE, INC.

Mayor Pro Tem Harmon discussed proposed Resolution 26-100 that would authorize the renewal of certain services provided by Hyland Software, Inc.

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

OnBase supports City document management, records, workflow, agenda, imaging, forms, integrations, and related business processes. The proposed three-year renewal would provide ongoing maintenance and support from October 1, 2026 through September 30, 2029. Staff reviewed and reduced licensing where appropriate and selected the three-year term to receive more favorable pricing and improve budget predictability. The fiscal impact is $87,136.14, funded through the existing Information Technology budget.

F. RESO 26-103: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM SIAKI AND AMY ATUAIA FOR PROPERTY LOCATED AT 1447 WEST 4020 SOUTH

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

The Siaki Atuaia and Amy Atuaia property located at 1447 West 4020 South is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along both sides of 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and

Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is $8,100.00 plus closing costs. The city portion of the matching funds on the project ($548.37) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

G. RESO 26-104: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM MIGUEL AND TERESITA PINA CERVANTES FOR PROPERTY LOCATED AT 4028 WEST PASKAY DRIVE

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

The Miguel Cervantes and Teresita Pina Cervantes property located at 4028 West Paskay Drive is one of the properties affected by the 4000 West (4100 S to 4700 S) Improvement Project. As part of this project, curb, gutter, sidewalk, drive approaches, textured colored concrete park strip and asphalt work will be constructed 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 $1,200.00 was based upon an administrative compensation estimate report prepared by the DH Group, LLC.

H. RESO 26-105: AUTHORIZE THE CITY TO ENTER INTO A RIGHT-OF-WAY PURCHASE AGREEMENT AND ACCEPT A QUITCLAIM DEED WITH AND FROM PLAZA 4700, LLC FOR PROPERTY LOCATED AT 4612 SOUTH 4000 WEST

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

The Plaza 4700, LLC property located at 4612 South 4000 West is one of the properties affected by the 4000 West (4100 S to 4700 S) Improvement Project. As part of this project, curb, gutter, sidewalk, drive approaches, textured colored concrete park strip and asphalt work will be constructed where these improvements do not currently exist.

This portion of 4000 West is intended to be a 40-foot half-width right-of-way; however, it is only dedicated as a 33-foot half-width right-of-way. The Quit Claim Deed will acquire the additional seven feet to clean up the ownership and right-of-way. As six of the seven feet being conveyed is occupied by existing street improvements, compensation is only for the additional one foot of right-of-way width. Compensation for the Quit Claim Deed in

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the amount of $1,800.00 was based upon an administrative compensation estimate report prepared by the DH Group, LLC.

I. RESO 26-106: AUTHORIZE THE CITY TO ENTER INTO A RIGHT-OF-WAY PURCHASE AGREEMENT AND ACCEPT A QUITCLAIM DEED WITH AND FROM PLAZA 4700, LLC FOR PROPERTY LOCATED AT 4616 SOUTH 4000 WEST

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

V The Plaza 4700, LLC property located at 4616 South 4000 West is one of the properties affected by the 4000 West (4100 S to 4700 S) Improvement Project. As part of this project, curb, gutter, sidewalk, drive approaches, textured colored concrete park strip and asphalt work will be constructed where these improvements do not currently exist.

This portion of 4000 West is intended to be a 40-foot half-width right-of-way; however, it is only dedicated as a 33-foot half-width right-of-way. The Quit Claim Deed will acquire the additional seven feet to clean up the ownership and right-of-way. As six of the seven feet being conveyed is occupied by existing street improvements, compensation is only for the additional one foot of right-of-way width. Compensation for the Quit Claim Deed in the amount of $1,900.00 was based upon an administrative compensation estimate report prepared by the DH Group, LLC.

J. RESO 26-107: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM HAROLD GUNDERSON, DOROTHY GUNDERSON, AND LAURA AFFLECK FOR PROPERTY LOCATED AT 1433 WEST 4020 SOUTH

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

The Harold C. Gunderson and Dorothy E. Gunderson, and Laura Affleck property located at 1433 West 4020 South is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is $8,500.00 plus closing costs. The city portion of the matching funds on the project ($575.45)

will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

K. RESO 26-108: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM DARCISIO PEGORETTI FOR PROPERTY LOCATED AT 1317 WEST PHAROAH ROAD

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

The Darcisio Pegoretti property located at 1317 W. Pharaoh Road is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is $12,100.00 plus closing costs. The city portion of the matching funds on the project ($819.17) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

L. RESO 26-109: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM BRANDON AND VALERIE PODGORSKI FOR PROPERTY LOCATED AT 4216 SOUTH 4000 WEST

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

The Brandon Podgorski and Valerie Podgorski property at 4216 S. 4000 W. is one of the properties affected by the 4000 West (4100 S to 4700 S) Improvement Project. As part of this project, curb, gutter, sidewalk, drive approaches, textured colored concrete park strip and asphalt work will be constructed 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 $4,100.00 was based upon an administrative compensation estimate report prepared by the DH Group, LLC.

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M. RESO 26-110: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM ILIA SIDAMONIDZE FOR PROPERTY LOCATED AT 1333 WEST PHAROAH ROAD
Written documentation previously provided to the City Council included information as follows:

The Ilia Sidamonidze property located at 1333 W. Pharaoh Road is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is $5,800.00 plus closing costs. The city portion of the matching funds on the project ($392.66) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

N. RESO 26-111: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM DANIEL AND CHRISTINE SPENDLOVE FOR PROPERTY LOCATED AT 1459 WEST 4020 SOUTH
Written documentation previously provided to the City Council included information as follows:

The Daniel W. Spendlove and Christine Spendlove property located at 1459 West 4020 South is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is $6,900.00 plus closing costs. The city portion of the matching funds on the project ($467.13)

will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

Upon inquiry by Mayor Pro Tem Harmon there were no further questions from members of the City Council, and he called for a motion.

Councilmember Christensen moved to approve items on the consent agenda.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE REGULAR MEETING ON TUESDAY, SEPTEMBER 8, 2026 WAS ADJOURNED AT 7:49 P.M. BY MAYOR PRO TEM HARMON.

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, September 8, 2026.

_____
Nichole Camac, MMC
City Recorder

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WEST VALLEY CITY

www.wvc-ut.gov

2026 YARD AWARDS

West Valley City

Clean & Beautiful Committee

CLEAN & BEAUTIFUL COMMITTEE 2026 YARD AWARDS

- Hosted for over 20 years
- Up to76 properties across 19 areas of the city are recognized
- Provides an opportunity to recognize and appreciate residents who go above and beyond beautifying the city through their yard maintenance

West Valley City Issue Paper

City Council Review

Description: *Hiring a new lobbying firm*

Fiscal Impact: $72,000 annually

Funding Source: *Funded*

Account #: *10-4010-40310*

Budget Opening Required ☐

Issue:
Hiring a new Lobbying firm for the work at Capitol Hill and for other state and local issues.

Summary:
This proposal is to hire RRJ Consulting to be the new lobbyist for West Valley City. This firm would represent West Valley City's interests up at the Capitol during the session but also work with legislators and others on WVC's goals and vision to bring awareness to this city.

This new contract is for $72,000 annually, which is savings off the previous contract. This contract can be canceled at any time with 30 days notice.

Background:
This contract is currently already funding. WVC has had a Utah lobbying contract for the past 20+ years. The previous lobbyist's contract was not renewed.

Recommendation: Approve Hiring of RRJ Consulting as the new West Valley City lobbyist

Department: Communications
Submitted by: Sam Johnson

Date: September 1, 2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH RRJ CONSULTING, LLC.

WHEREAS, the City requires assistance with certain governmental relations tasks; and

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

WHEREAS, a Letter of Agreement (the "Agreement") has been prepared by and between the City and RRJ setting forth the terms on which said services shall be rendered; and

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

RRJ Consulting Contract
West Valley City Corporation
September 1, 2026 – June 30, 2027

September 1, 2026

This letter of Agreement constitutes a contract for lobbying and consulting services entered into between West Valley City Corporation and RRJ Consulting, LLC. These services shall be provided for the term beginning September 1, 2026 and running through the end of June 30, 2027.

1) West Valley City agrees to retain RRJ Consulting to perform lobbying and consulting services with the Utah State Legislature, the Utah Governor's Office, and other executive branch agencies.

2) RRJ Consulting will render these services as an independent contractor and not as an employee.

3) As compensation for these services West Valley City agrees to pay RRJ Consulting a fee of $72,000. Terms of payment to be agreed upon by the parties.

4) In exchange for this compensation RRJ Consulting will:

    a. Work to successfully accomplish all objectives outlined by West Valley City.

    b. Arrange visits with designated legislators, state and local officials on issues determined by West Valley City.

5) RRJ Consulting will comply fully with applicable federal, state, and local laws and regulations, including laws applicable with lobbying, and will be responsible for preparing and filing all registration and reporting forms required by the federal, state, or local entity governing its representation of West Valley City.

6) West Valley City agrees to provide RRJ Consulting mutually agreed upon legal counsel or the mutually agreed upon cost of legal counsel if RRJ Consulting is brought, subpoenaed, or asked to appear before a local, state or federal investigating body for questioning or testimony relating to the activities of RRJ Consulting on behalf of West Valley City, or services provided to West Valley City in accordance with this agreement. West Valley City, however, shall not have any indemnification obligation to RRJ Consulting in the event of RRJ Consulting's gross negligence or willful misconduct.

7) The parties agree that the retainer paid by West Valley City to RRJ Consulting is for the purpose of compensating RRJ Consulting for their services described herein. The parties acknowledge that none of the funds paid by West Valley City to RRJ Consulting are for the purpose of making, directly or indirectly, any contributions to any political candidate, campaign, or related concern. Moreover, the parties recognize that RRJ Consulting is not

authorized to make any contributions from retainer fee to any political candidate, campaign, or concern on behalf of West Valley City.

8) Any extension of the agreement will be contingent upon the written mutual consent of West Valley City and RRJ Consulting.

9) This agreement may be terminated by either party upon 30 days written notice.

If you concur with the terms of this agreement, please sign both copies of this Letter of Agreement and return one copy to RRJ Consulting.

Sincerely,

Agreed to and Accepted:

Chris Bleak
RRJ Consulting, LLC
12244 South Business Park Drive
Suite 235
Draper, UT 84020
801-680-8141

By:_____

Title:_____

Date:_____

Approved as to form 8/19/2026

Brandon Hill

WEST VALLEY CITY

www.wvc-ut.gov

Government Affairs Contract

Proposed WVC – RRJ Consulting contract

RRJ Consulting proposed contract

- RRJ Consulting
  - Chris Bleak is the lobbying lead for WVC
  - Two other partners, Jodi Hart and Rob Jolley
  - Decades of experience
  - Firm has contracts with AT&T, Delta Airlines, Hogle Zoo, Rocky Mountain Power, Enterprise, various Utah cities
  - Annual contract for $72,000. 30-day notice to cancel.

West Valley City Issue Paper

City Council Review

Description: Memorandum of Agreement with the Drug Enforcement Administration (DEA)

Fiscal Impact:

Funding Source:

Account #:

Budget Opening Required: ☐

Issue:

The West Valley City Police Department desires to enter a Memorandum of Agreement (MOA) with the Drug Enforcement Administration (DEA)

Summary:

This resolution authorizes one member of the Police Department to work as a Task Force Officer (TFO) with the DEA to investigate federal level drug cases through September 30, 2031.

Background:

West Valley City has a long standing partnership with the DEA and would like to continue having a full time task force officer assigned to the local task force.

Recommendation:

The West Valley City Police Department recommends approval.

Department: Police

Submitted By: Colleen Jacobs, Chief of Police

Date Submitted: 09/02/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF JUSTICE.

WHEREAS, the Department of Justice wishes to collaborate with the City to reduce trafficking of illegal and dangerous drugs; and

WHEREAS, a Memorandum of Agreement (the "Agreement") has been prepared by and between the City and the DOJ to establish the terms of said collaboration; 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.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Mayor and City Manager are authorized to execute the Agreement for and on behalf of the City, subject to final approval of the form of the Agreement by the City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

U. S. Department of Justice
Drug Enforcement Administration
Rocky Mountain Field Division
Office of the Special Agent in Charge
12154 East Easter Avenue
Centennial, Colorado 80112

www.dea.gov

AUG 21 2026

Chief Colleen Jacobs
West Valley City Police Department
3577 South Market Street
West Valley City, Utah 84119

Dear Chief Jacobs:

Enclosed please find the Task Force Agreement for the investigator(s) you have assigned to the Rocky Mountain Field Division. It is anticipated, these positions will be encumbered by:

- Taylor Atkin – Salt Lake City District Office (HIDTA Funded)

If you concur with this Task Force Agreement, please sign and return it to my office by August 31, 2026. DEA requires signatures on these agreements before payment can be made. Upon my signature, a copy will be returned to your office.

DEA invoices for reimbursement can be emailed to invoice.denver@dea.gov or mailed to:

Drug Enforcement Administration
Attn: Finance and Procurement Department
12154 East Easter Avenue
Centennial, Colorado 80112

Submitted invoices must include an invoice number; invoice date; and officer's name, overtime rate, and daily overtime hours paid. Invoices claiming an indirect personnel cost will not be paid and will be returned to your agency. Please be advised your System Award Management (SAM) must be current in order for invoices to be processed for payment.

Should you have any questions or comments, please have your staff contact Program Support Specialist Shanda Meis at 571-387-2254 or via email at Shanda.L.Meis@dea.gov.

Sincerely,

Mark E. Putnam
Special Agent in Charge

Enclosures: Task Force Agreement

Drug Enforcement Administration
State and Local Law Enforcement Agency
Memorandum of Agreement

This agreement is made this 1st day of October, 2026, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the West Valley City Police Department (hereinafter "parent agency"), ORI#UT0182500; Unique Entity Identifier (UEI#) QKQ9KAMFDS31. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics, dangerous drugs, controlled-substance pharmaceuticals, and/or listed chemicals exists in the Mountain West Region area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Utah, the parties hereto agree to the following:

1. The Rocky Mountain Field Division (DEA Division) will perform the activities and duties described below:
   a) Disrupt the illicit drug traffic in the Mountain West Region area by immobilizing targeted violators and trafficking organizations;
   b) Investigate, gather, and report intelligence data relating to trafficking in narcotics and dangerous drugs, trafficking of controlled pharmaceuticals and/or listed chemicals; and
   c) Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the DEA Division's activities will result in effective prosecution before the courts of the United States and the State, Commonwealth, or Territory of Utah.
   d) Investigate, disrupt, and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping," prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the Mountain West Region area; if applicable.
2. To accomplish the objectives of the Rocky Mountain Field Division DEA Division, the parent agency agrees to detail experienced officer(s) to the Rocky Mountain Field Division DEA Division for a period of not less than two years.[1] During this period of assignment, the parent agency officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the DEA Division.

[1] The number of officers assigned cannot exceed the number of positions allocated by the Division's Table of Organization.

3. The parent agency officer(s) assigned to the DEA Rocky Mountain Field Division shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the DEA Rocky Mountain Field Division. Failure to complete mandatory DEA training within the required timeframe shall be grounds for dismissal for the DEA Rocky Mountain Field Division.

4. In instances where parent agency policy or state/local law imposes a requirement that is not addressed in DEA policy, the parent agency will promptly notify DEA and provide DEA with written copies of the applicable law and/or policy. Whether the parent agency officer will comply with parent agency policy in such instances will be at the discretion of DEA.

5. The parent agency officer(s) assigned to the DEA Rocky Mountain Field Division shall be deputized as Task Force Officers pursuant to 21 USC § 878.

6. To accomplish the objectives of the DEA Rocky Mountain Field Division, DEA will assign Special Agent(s) and/or Diversion Investigator(s), if applicable, to the DEA Rocky Mountain Field Division. Other support to DEA office(s), including any overtime reimbursement, is funded on the basis of whether the group is DEA Program Funded, Fee Funded (SPEAR, or HIDTA Funded.

   a) **DEA Program Funded** – To accomplish the objectives of the DEA Rocky Mountain Field Division, DEA will assign DEA Special Agent(s) to the DEA Rocky Mountain Field Division and up to zero (0) Task Force Officer(s). The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent(s) and parent agency officer(s) assigned to the DEA Rocky Mountain Field Division. This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items.

   b) **Synthetics Precursors Enforcement and Regulations (SPEAR) (Fee Funded) –** DEA will, subject to the availability of annual Diversion Control Fee Account (DCFA) funds, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agent(s) and up to zero (0) Task Force Officer(s) assigned to the DEA Rocky Mountain Field Division. This support will include: vehicles; office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items, as available DCFA funds permit. While on duty and acting on DEA's business, the parent agency officer(s) assigned shall be subject to all DEA and federal government rules, regulations and procedures governing the use of Official Government Vehicles (OGVs) and home to work transportation when authorized. Accidents involving vehicles while in use for DEA Rocky Mountain Field Division

purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.

c) **High Intensity Drug Trafficking Areas (HIDTA) (HIDTA Funded)** - Subject to the availability of funding, and HIDTA planning and budgeting guidance, HIDTA will provide funding to support the activities of Federal Special Agent(s), and up to one (1) Task Force Officer(s), and other specified employees (if any). This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative and managerial decisions of the HIDTA Executive Board, as well as the availability of HIDTA funding (from whatever source).

   Vehicles may be provided by the parent agency or furnished by DEA subject to the availability and approval of HIDTA funding for vehicle leases. DEA may request that HIDTA fund installation and removal of mobile radios in DEA Rocky Mountain Field Division vehicles and reimburse the parent agency for fuel, maintenance, and repair attributable to use of the vehicles for DEA Rocky Mountain Field Division purposes. Accidents involving vehicles while in use for DEA Rocky Mountain Field Division purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.

   While on duty and acting on DEA's business, the parent agency officer(s) assigned to the HIDTA group shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV and home to work transportation when authorized.

d) **DEA Provisional -** DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent(s) and up to zero (0) Task Force Officer(s) assigned to the DEA Rocky Mountain Field Division. This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items. DEA does not reimburse for Provisional Task Force Officer overtime, and vehicles must be provided by the parent agency. Although DEA does not normally reimburse for Provisional Task Force Officer overtime, Task Force Officer(s) may be eligible to receive overtime from eligible funding sources, subject to the availability of funds.

7. During the period of assignment to the DEA Rocky Mountain Field Division, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the DEA Rocky Mountain Field Division, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law

enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly on a fiscal year basis, and which provides the names of office(s) who incurred overtime in support of DEA investigations during the invoiced period, to include the number of overtime hours incurred, the hourly regular and overtime rates in effect for each officer, and the total cost for the invoiced period. If HIDTA funded, HIDTA will, subject to availability of annually appropriated funds, reimburse the parent agency for overtime payments incurred by its Task Force Officers. Each invoice submitted must include an **invoice number** and **invoice date**. The parent agency will bill overtime as it is performed, and no later than **30 days** after the end of each month in which the overtime is performed. The parent agency will submit invoices to Rocky Mountain Field Division (DEA Division) process coordinator email box (invoice.denver@dea.gov). ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses including taxes."***

8. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

9. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

10. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

11. The parties acknowledge and understand that the United States of America is liable for the wrongful actions or inactions of Federal employees, including those Federal employees deputized as Task Force Officers, who are acting within the scope of their employment under the Federal Torts Claim Act (2 8 U.S.C §§ 2671 – 2680). This may extend to representation of the covered employee if in the best interest of the United States (28 C.F.R. § 50.15(a)(2)). A state or local employee participating in the DEA group may concurrently or separately be covered for the purposes of liability by their employer.

12. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States

Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

13. The Parent Agency's signature to this agreement certifies the Parent Agency's compliance with the certifications required under 2 C.F.R. Part 2867 (Nonprocurement Debarment and Suspension); 28 C.F.R. Part 69 (New Restrictions on Lobbying); and 28 C.F.R. Part 83 (Government-Wide Requirements for Drug-Free Workplace). DEA awards Federal funds under this cooperative agreement in reliance upon the Parent Agency's certification of compliance with these requirements. The Parent Agency has accordingly reviewed these regulations.
14. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2031. This agreement may be terminated by either party on thirty (30) days' advance written notice. DEA's support to the DEA Rocky Mountain Field Division, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 30 days of the end of the fiscal year or within 30 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

_____ _____

Mark E. Putnam
Special Agent in Charge

Date

For the Parent Agency:

_____ _____

Karen Lang
Mayor

Approved as to form 9/1/2026

Brandon Hill

WEST VALLEY CITY

www.wvc-ut.gov

DEA TFO MOU

DEA Task Force Officer

- October 1, 2026 – September 30, 2031
- 30 Day termination
- 2 yr commitment of full-time officer
- Reimburse for any overtime

West Valley City Issue Paper

City Council Review

Description: *Interlocal Cooperation Agreement: Opioid Settlement Grant*

Fiscal Impact: *$40,000 annually in year 1 & 2, 3 Years ($100,000 total)*

Funding Source: *Salt Lake County Human Services Division*

Account #: *10-8120-40750-00000-0000*

Budget Opening Required: **Y**

Issue:
Interlocal cooperation agreement with Salt Lake County Human Services Division to receive Opioid Settlement Funds to be used by the Healthy West Valley Committee.

Summary:
Further implementation of a Community Readiness Assessment (CRA) for long-term evidence-based community engagement. The funds will allow for additional staffing, a community-specific action plan, and overdose prevention initiatives.

Background:
West Valley City's Healthy West Valley Committee supports community-driven strategies to improve health and well-being through collaborative planning, implementation, and evaluation. A Community Readiness Assessment was conducted in 2025 to identify community strengths, needs, and opportunities; this funding will support a reassessment to measure progress, identify emerging needs, and inform future prevention efforts. Funding will also support opioid misuse prevention strategies, including substance use prevention campaigns, community outreach and education, Naloxone distribution sites, and drug disposal education and opportunities.

Recommendation:
Approval

Department: Community Engagement & Culture
Submitted by: Craig Thomas
Date: September 1, 2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR FUNDING FOR SUBSTANCE ABUSE PREVENTION.

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled "Interlocal Cooperation Act" provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, West Valley City desires to participate in programming to prevent substance abuse in the City; and

WHEREAS, Salt Lake County (hereinafter, the "County") is willing to provide funding for said project, subject to the execution of an appropriate interlocal agreement; and

WHEREAS, an agreement has been prepared for execution by and between the City and the County, a copy of which is attached hereto and entitled "Interlocal Cooperation Agreement" (hereinafter, the "Agreement"), that set 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 authorize the execution of the above-referenced Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between the City and Salt Lake County is hereby approved in substantially the form attached, and that the Mayor and City Recorder are hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
For its Salt Lake County Health Department
and
WEST VALLEY CITY

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into as of this_____day of _____, 2026 between SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Health Department ("SLCoHD"), and WEST VALLEY CITY ("WVC"), a government organization of the state of Utah with its principal place of business address at 3600 Constitution Boulevard, West Valley City, Utah 84119. The County and WVC may each be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, Salt Lake County through its Human Services division ("Human Services") received funding as part of an Opioid Settlement; and
B. WHEREAS, Human Services developed and presented an Opioid Settlement Funding plan (the "OSF Plan") to the Salt Lake County Council; and
C. WHEREAS, the Salt Lake County Council approved Human Services' proposed OSF Plan; and
D. WHEREAS, one component of the OSF Plan is to provide Community Readiness Assessment ("CRA") funding to enable qualifying community coalitions to provide CRA-related services to communities with high overdose rates to support prevention and early intervention efforts; and
E. WHEREAS, WVC's Healthy West Valley Coalition has been identified as an eligible, qualified, and appropriate community coalition to receive CRA funding under the OSF Plan; and
F. WHEREAS, County is a county health department created pursuant to Section 26A-1-103, Utah Code Ann., 1953 as amended, and Chapter 9.04 of the Salt Lake County Code of Ordinances; and
G. WHEREAS, WVC is a body corporate and politic of the State of Utah; and

H. WHEREAS, the Parties are public agencies authorized by the Utah Interlocal Cooperation Act, Utah Code §§ 11-13-101, et seq., to enter into agreements with each other which will enable them to make the most efficient use of their powers; and

I. WHEREAS, this Agreement is entered without a competitive procurement pursuant to Salt Lake County Code of Ordinances Section 3.20.030(A)(4); and

J. WHEREAS, the Parties desire to enter into an agreement whereby County will provide OSF Plan funding to WVC for its Healthy West Valley Coalition to engage in CRA-related, evidence-based prevention and early intervention efforts.

NOW THEREFORE, the Parties hereto agree as follows:

1. SCOPE OF SERVICES

1.1. WVC and Coalition agree to furnish CRA-related services to identified Salt Lake County communities as described within this Contract.

1.2. **WVC Responsibilities:**

1.2.1. Oversee Coalition's contract activities to ensure contract compliance.

1.2.2. Manage contract finances, including revenues, expenses, and financial reports according to best accounting principles, and in alignment with Section 16 of this Contract.

1.2.2.1. WVC agrees to maintain its accounting records in such a way that any funds received by County for the purposes of this Contract will be shown separately on WVC's books.

1.2.2.2. WVC shall maintain records adequate to identify use of funds for the purposes specified in this Contract, and shall be able to readily produce those records upon SLCoHD request.

1.2.3. Submit complete and valid monthly invoices in alignment with Section 2 of this Contract.

1.2.4. Maintain timely and open communication with Coalition and SLCoHD to ensure contract progress and resolve any barriers or issues.

1.3. **Coalition Responsibilities:**

1.3.1. Develop, revise as needed, and maintain an approved community-specific CRA action plan consistent with CRA results and best practices within 30 days of completion of the CRA.

1.3.1.1. Plan should include goals and activities, a timeline, budget, and any other relevant information.

1.3.2. Begin and/or continue implementation on approved CRA action plan activities.

1.3.3. Conduct a second CRA one year after completion of initial CRA to assess progress made since baseline.

1.3.3.1. Revise and implement CRA action plan based on second CRA results.

1.3.4. Follow reporting requirements as outlined in Section 1.6 of this Contract.

1.3.5. Partner closely with SLCoHD on plan development and implementation, including attending regular meetings, check-ins, trainings, and jointly planning and implementing projects, as needed.

1.3.6. Maintain timely and open communication with WVC and SLCoHD, including responding to communication in a timely manner, maintaining timely communication regarding progress, delays, or challenges, etc.

1.4. **SLCoHD Responsibilities:**

1.4.1. Provide technical assistance to WVC and Coalition for the CRA and subsequent activities.

1.4.1.1. Provide CRA-related training and/or connect WVC and Coalition with relevant trainings.

1.4.1.2. Support development of the CRA and resulting report.

1.4.1.3. Support drafting of a CRA action plan.

1.4.1.4. Support implementation of the approved CRA action plan.

1.4.2. Receive monthly reports and invoices from WVC / Coalition and pay out approved invoices in a timely manner.

1.4.3. Perform contract monitoring per Section 1.7 of this Contract.

1.4.4. Maintain timely and open communication with WVC and Coalition to ensure contract progress and provide support to resolve any barrier or issues.

1.5. **Logo Requirements:** WVC and Coalition agree to give credit to County in all County-supported event or program promotional or informational communication materials, websites, public presentations, etc. Displaying the Salt Lake County Health Department logo is preferable, but text reference is also acceptable.

1.5.1. County reserves the right to require SLCoHD approval prior to program promotional or informational communication materials, websites, public presentations, etc. being finalized by WVC / Coalition.

1.6. **Reporting Requirements:**

1.6.1. WVC or Coalition, as agreed upon by all parties, will be required to report the previous month's grant updates, activities, and outcome data to SLCoHD through a SLCoHD-approved reporting system, submitted no later than the 15th of each month. Reporting will be based on SLCoHD-provided indicators. Additional reporting of process, outcome, and/or financial data may be required.

1.6.1.1. Required reporting data will include but not be limited to: Progress made on approved CRA action plan activities including quantitative outputs and outcomes, successes, barriers/challenges, status on overall plan, next steps for upcoming reporting period, new plan activities initiated.

1.6.2. WVC and Coalition will maintain and submit supporting documentation upon request, including: meeting materials such as agendas and sign-in sheets, outreach materials, etc.

1.7. **Contract Monitoring:**

1.7.1. WVC and Coalition will be monitored for compliance to this Contract. Non-compliance within two or more months within a quarter will result in a 90-day monitoring period, which may include additional training and technical assistance. Failure to show compliance during the 90-day monitoring period could result in withholding payments until performance has improved.

1.7.2. Continuous Improvement: Changes to original approved plan and budget may be made to improve results within the following parameters:

1.7.2.1. WVC and Coalition have genuinely tried to meet the goals of the original proposed activity, or the environment has changed so that the original proposal is no longer possible.

1.7.2.2. Requested changes have been identified through a continuous improvement process or thoughtful conversation.

1.7.2.3. Changes are discussed with and approved by SLCoHD.

1.7.2.3.1. WVC and Coalition must outline changes in a written document and submit to SLCoHD for review and approval (email accepted).

1.7.2.4. Services performed and expenses invoiced outside of WVC and Coalition's originally approved budget that have not been approved by County may be denied payment and/or result in termination of this Contract.

1.7.3. WVC and Coalition will participate in site visits or program observations as requested by the County.

2. CONSIDERATION/PAYMENT

2.1. In consideration for services rendered under this Contract, County shall award WVC an amount up to $100,000 as detailed below to perform activities outlined in Section 1, Scope of Services.

2.1.1. The County, in the County's sole discretion and based on funding availability, may transfer additional funds to WVC by formal written amendment to this Contract.

2.2. Continued reimbursement shall be dependent upon County appropriations as described in Section 17.3 of this Contract, and both WVC's and Coalition's continued contract compliance.

2.3. Invoices shall be submitted by the 10th of each month.

2.4. Invoices shall be submitted to HealthInvoices@saltlakecounty.gov.

2.4.1. County has the right to request additional information or require WVC to correct an inaccurate invoice before paying.

2.5. The County shall pay WVC in equal monthly installments upon 1) submission of a complete and valid invoice due by the 10th of each month; 2) submission of required reporting due by the 15th of each month; and 3) provided Contract requirements are being met.

2.6. Funds from each contract year are not guaranteed to carry over to the following contract year.

2.7. Payment shall be rendered as follows:

2.7.1. **Year 1:**

2.7.1.1. July 1 – December 31, 2026: $20,000

2.7.1.2. January 1 – June 30, 2027: $20,000

2.7.2. **Year 2:**

2.7.2.1. July 1 – December 31, 2027: $20,000

2.7.2.2. January 1 – June 30, 2028: $20,000

2.7.3. **Year 3:**

2.7.3.1. July 1 – December 31, 2028: $20,000

3. EFFECTIVE DATE/TERM

3.1. This Contract is effective July 1, 2026 (the "Effective Date").

3.2. This Contract will terminate June 30, 2027 ("Term"), unless terminated sooner as provided in this Contract or unless extended under Section 3.3.

3.3. This Contract may be renewed for additional terms under the same terms and conditions. Extensions must be in writing and executed by all Parties.

4. GENERAL PROVISIONS:

4.1. **Term.** July 1, 2026 - June 30, 2027, with options to extend for additional 1-year terms, not to exceed December 31, 2028.

4.2. **Termination.** This Contract may be terminated by either Party without cause upon thirty (30) days advance written notice to the other Party.

4.3. **Amendment.** This Contract may be modified, but only by an instrument in writing signed by the Parties hereto.

4.4. **Representatives.** The Parties designate the following representatives to administer this Contract for the purpose of written notice:

COUNTY:
Alysa Stuart
Astuart@saltlakecounty.gov
Substance Use Prevention Program Manager

Community Health Division
7971 South 1825 West
West Jordan, Utah 84088
385-468-5321

With a copy to:
Emily Colvin, Division Contracts Admin
ecolvin@saltlakecounty.gov
385-468-4123

WEST VALLEY CITY:
Stephany Murguia
stephany.murguia@wvc-ut.gov
Community Engagement Specialist

Healthy West Valley Coalition
1355 West 3100 South
West Valley City, Utah 84119
801-963-3476

With a copy to:
Craig Thomas, Director
craig.thomas@wvc-ut.gov
801-963-3285

4.5. **Notices.** Any notice required hereunder shall be deemed sufficient, if given in writing to the Parties' designated representatives identified in paragraph 7.4 herein.

4.6. **Compliance with Applicable Laws.** Each party agrees to comply with all federal, state, and local laws, rules, and regulations in the performance of its duties and obligations under this Agreement. WVC certifies it is in compliance with Utah Code § 63G-27-201 and will remain in compliance for the duration of this Agreement. WVC is responsible, at its expense, to acquire, maintain, and renew during the Term all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement. WVC is subject to and shall fully comply with the Government Data Privacy Act, Utah Code §§ 63A-19-101 et seq., at WVC's sole cost.

4.7. **Interlocal Cooperation Act.** The Parties agree that this Agreement will be entered into processed, approved, reviewed by an attorney as to legality, and filed in accordance with the provisions and requirements of the Interlocal Cooperation Act. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs. No separate legal entity is created by the terms of this Agreement, and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

4.8. **Liability and Insurance.** All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. §§63G-7-101 to -904, as amended (the "Act"). Notwithstanding any provision to the contrary herein, there are no indemnity obligations among these Parties. Subject to and consistent with the terms of the Act, each Party shall be liable only for its own negligent acts or omissions or those of its employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any act or omission of the other Party, its employees, officers, or agents. No Party waives any defenses or limits of liability available under the Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Act and other applicable law. The Parties shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law. Nothing in this Agreement shall require any Party to carry different or additional insurance, and any obligations of either Party contained in this agreement to name an individual or entity as additional insured shall be limited to naming such individual or entity as additional insured with respect to such Party's negligent acts or omissions. It is not the intent of any Party to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in this Agreement shall be so interpreted or construed.

4.9. **Governmental Immunity and Indemnification.** The Parties are governmental entities as defined by the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Act and all other appliable law nor does any party waive any limits of liability currently provided by the Act. Both Parties maintain all privileges and immunities, and other rights granted by the Act and all other applicable law.

4.10. **Government Records Access Management Act.**

4.10.1. WVC acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. WVC agrees to timely refer all requests for documents, materials, and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

4.10.2. Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

4.11. **Non-Funding.** Pursuant to Utah state law, County appropriations lapse at the end of each fiscal year. County appropriations may be altered at any time during the fiscal year. Consequently, if funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, or if appropriations are withdrawn or otherwise altered, the Agreement shall be terminated, effective upon written notice. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action or damages or other relief shall accrue to the benefit of WVC, its successors, or its assigns, as to this Agreement or any portion thereof.

4.12. **Assignment and Transfer of Funds.** WVC will not assign or transfer obligations under this Agreement nor its rights to compensation under this Agreement without prior written consent from

the County. WVC shall use the funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in this Agreement.

4.13. **Relationship of the Parties.** Nothing contained in this Agreement shall constitute or be construed to create any partnership or agency relationship between the Parties, or to create any new entity.

4.14. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and no statements, promises, or inducements not contained in this Agreement shall be binding or valid.

4.15. **Anti-Waiver Provision.** This Agreement may not be enlarged, modified, or altered, except by written amendment, signed by the Parties. Recipient understands that only the Salt Lake County Mayor or designee by executive order (available on the County's website) can execute an amendment to this Agreement. The failure of County to insist, in any one or more instances, upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, unless expressly waived in a written and signed amendment.

4.16. **Attorney Representation.** WVC represents, acknowledges, and expressly agrees that WVC has either (i) consulted with an attorney regarding the terms of this Agreement and whether to enter into it and (ii) made an informed conscious decision to proceed without an attorney. WVC affirmatively represents to County that WVC understands all terms of the Agreement and that WVC signs the Agreement as WVC's own free act.

4.17. The recitals are hereby incorporated into the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Salt Lake County

Signature: _____
Mayor or designee

Date: _____

Signature: Dorothy Adams Digitally signed by Dorothy Adams Date: 2026.08.05 16:53:43 -06'00'
Dorothy Adams
Executive Director

Division Director Initials: __JS____

Signature: Kelly Colopy Digitally signed by Kelly Colopy Date: 2026.08.14 13:59:29 -06'00'
Department Review (if the total contract price exceeds $100,000.00)

Reviewed and Advised as to Legality and Form
Salt Lake County
District Attorney's Office

West Valley City

Signature: _____

Title: _____

Date: _____

The individual signing above hereby represents and warrants that they are duly authorized to execute and deliver this Contract on behalf of WVC by authority of law and that this Contract is binding upon WVC. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code § 76-8-504.

Healthy West Valley Coalition

Signature: _____

Title: _____

Date: _____

The individual signing above hereby represents and warrants that they are duly authorized to execute and deliver this Contract on behalf of WVC by authority of law and that this Contract is binding upon WVC. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code § 76-8-504.

West Valley City Issue Paper

City Council Review

Description: *2026 Frictional Mastic Surface Treatment Project*

Fiscal Impact: $230,000

Funding Source: *Class C Road Fund*

Account #: *11-7581-40750-75298-0000*

Budget Opening Required: *No*

Issue:
2026 Frictional Mastic Surface Treatment Project.

Summary:
A resolution authorizing the City to award a pavement preservation contract to Morgan Pavement Maintenance.

Background:
The Public Works Department requested bids for application of Frictional Mastic Surface Treatment (ONYX) on neighborhood streets. The product is a sprayed asphalt emulsion, with fine aggregate, polymer and other additives intended to extend pavement life, and prevent oxidative damage from moisture and UV rays. ONYX, is the City's standard product.

Two bids were submitted and reviewed; Morgan Pavement Maintenance was the low bid.

This project will treat approximately 5.5 miles of roadways. An overview of the streets to be treated can be found on the included PDF, 2026 FMPT Project Overview.

Recommendation:
Award the contract to Morgan Pavement Maintenance in the amount of $205,490.56 and authorize the Public Works Department to spend up to $230,000 in potential change orders.

Department: Public Works
Submitted by: Erik Brondum
Date: August 25, 2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO MORGAN PAVEMENT MAINTENANCE FOR THE 2026 FRICTIONAL MASTIC SURFACE TREATMENT PROJECT.

WHEREAS, West Valley City solicited bids in accordance with state law to perform the 2026 Frictional Mastic Surface Treatment Project (the "Project"); and

WHEREAS, Morgan Pavement Maintenance (hereinafter, "Contractor") submitted the lowest responsive and responsible bid; 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 award a contract to Contractor for the Project.

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

1. The contract is hereby awarded to Contractor in the amount of $205,490.56, with a total authorization not to exceed $230,000.00 for the Project, inclusive of change orders.

2. The Mayor is hereby authorized to execute, for and on behalf of West Valley City, any documents necessary to complete this transaction, 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

STREET OPERATIONS
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

WEST VALLEY CITY
Public Works

2026 FRICTIONAL MASTIC SURFACE TREATEMENT PROJECT
WVC STREETS 26-07

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West Valley City Utah - Bid Tabulation							Response 1		Response 2	
2026 FMST Project WVC STREETS 26-07					Engineer's Estimate		Morgan Industries		C&B Asphalt	
Bid Opening Date: 8/13/2026										
Item No.	Section	Description	Est. Qty.	Unit	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.
Schedule 1										
1	32 01 13 .07	WVC Frictional Mastic Surface Treatement	101728	SY	$ 2.50	$ 254,320.00	$ 2.02	$ 205,490.56	$ 2.43	$ 247,199.04
				Total Schedule 9		$ -		$ -		
				Total Price		$ 254,320.00		$ 205,490.56		$ 247,199.04

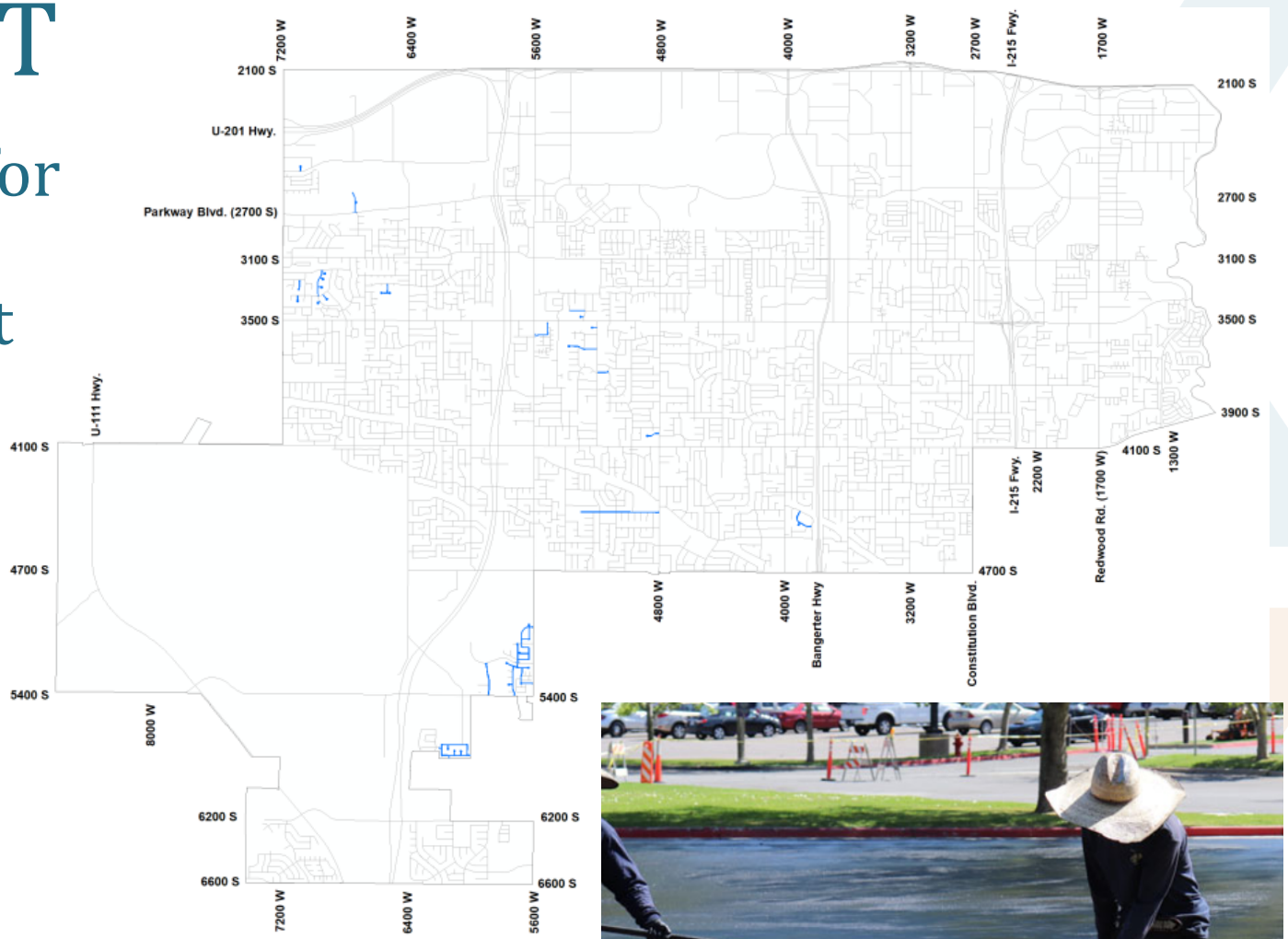
WEST VALLEY CITY

www.wvc-ut.gov

2026 FRICTIONAL MASTIC ASPHALT PAVEMENT SURFACE TREATMENT PROJECT

2026 FMST PROJECT

- Requested bids to apply ONYX for the Frictional Mastic Surface Treatment Project for pavement preservation
- Received two bids
- Contractor for 2026-27
  - Morgan Pavement Maintenance
  - Project Cost $209,490.56
  - $2.02 per square yard
  - Treat 5.5 miles of roadway



WEST VALLEY CITY
www.wvc-ut.gov

West Valley City Issue Paper

City Council Review

Description: *Authorization of an Easement Purchase Agreement and acceptance of a Warranty Deed and a Temporary Construction Easement*

Fiscal Impact: $44,800.00 plus closing costs (6.77% of actual cost)

Funding Source: *Surface Transportation Funds*

Account #: *45-9610-40750-75281-0600*

Budget Opening Required: *No*

Issue:

Authorization of a Real Estate Purchase Agreement and acceptance of a Warranty Deed and a Temporary Construction Easement.

Summary:

Brimley and Associates LTD., a Utah limited partnership has signed a Real Estate Purchase Agreement along with a Warranty Deed and a Temporary Construction Easement in favor of West Valley City for property located at 4095 S. Redwood Road (15-34-452-018).

Background:

The Brimley and Associates LTD., a Utah limited partnership property located at 4095 S. Redwood Road is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Warranty Deed and Temporary Construction Easement is $44,800.00 plus closing costs. The city portion of the matching funds on the project ($3,032.96) will be paid to UDOT. Compensation for the purchase of the Warranty Deed and Temporary Construction Easement based upon the appraisal report prepared by Integra Realty Resources.

Recommendation:

Authorize the mayor to execute the Real Estate Purchase Agreement and accept Warranty Deed and Temporary Construction Easement. The recording of documents and distribution of funds will be handled by UDOT.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 08/20/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM BRIMLEY AND ASSOCIATES LTD. FOR PROPERTY LOCATED AT 4095 SOUTH REDWOOD ROAD.

WHEREAS, Brimley and Associates Ltd. (herein "Owner") has entered into a Real Estate Purchase Agreement for property located at 4095 South Redwood Road that is affected by the 3900 South 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 "Real Estate 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

City of Taylorsville or West Valley Ci

WEST VALLEY CITY Utah

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 102:C, 102:E

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-452-018
Property Address: 4095 South Redwood Road, WEST VALLEY CITY, UT 84123
Owner's Address: 4095 South Redwood Road, West Valley City, UT 84123
Primary Phone: 801-201-8821 Owner's Home Phone: Owner's Work Phone: 801-201-8821
Owner / Grantor (s): Brimley and Associates LTD., a Utah limited partnership

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Brimley and Associates LTD., a Utah limited partnership ("Owner") agrees to sell to City of Taylorsville or West Valley City ("The City") the Subject Property described below for Transportation Purposes,[1] and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 102:C, 102:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $44,800 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **$2,500 to reconfigure sprinklers, $2,000 for temporary sprinklers, $3,542 for turf landscaping, $4,400 for four (4) trees, for a total of $12,042, which in included in the total purchase price.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

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1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

RB

Grantor's Initials

Project No: F-2172(9)8 Parcel No.(s): 102:C, 102:E

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-452-018
Property Address: 4095 South Redwood Road, WEST VALLEY CITY, UT 84123
Owner's Address: 4095 South Redwood Road, West Valley City, UT 84123
Primary Phone: 801-201-8821 Owner's Home Phone: Owner's Work Phone: 801-201-8821
Owner / Grantor (s): Brimley and Associates LTD., a Utah limited partnership

4.2 Fees/Costs.

(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

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

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

11. ADDITIONAL TERMS (IF APPLICABLE):

11.1 Grantor(s) acknowledge receiving payment for the following improvments acquired: 640 square feet of turf landscaping for $2,880, which is included in the total purchase price. RB

$44,800-

11.2 Grantor qualified for an incentive payment by signing the contract within 30 days of the offer. Total of $~~47,500~~ includes the approved just compensation of $44,500 plus $300 incentive payment.

RB

Grantor's Initials

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 102:C, 102:E

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-452-018
Property Address: 4095 South Redwood Road, WEST VALLEY CITY, UT 84123
Owner's Address: 4095 South Redwood Road, West Valley City, UT 84123
Primary Phone: 801-201-8821 Owner's Home Phone: Owner's Work Phone: 801-201-8821
Owner / Grantor (s): Brimley and Associates LTD., a Utah limited partnership

SIGNATURE PAGE TO
CITY OF TAYLORSVILLE OR WEST VALLEY CITY
REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Tammy Evans, through Kimley-Horn & Associates, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

8/18/26

100% Richard F. Brimley, General Partner Brimley and Associates LTD. Date

WEST VALLEY CITY

Karen Lang, Mayor Date

RB

Grantor's Initials

Project No: F-2172(9)8 Parcel No.(s): 102:C, 102:E

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-452-018
Property Address: 4095 South Redwood Road, WEST VALLEY CITY, UT 84123
Owner's Address: 4095 South Redwood Road, West Valley City, UT 84123
Primary Phone: 801-201-8821 Owner's Home Phone: Owner's Work Phone: 801-201-8821
Owner / Grantor (s): Brimley and Associates LTD., a Utah limited partnership

Exhibit A
(Attach conveyance documents)

RB

Grantor's Initials

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

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

Warranty Deed

(LIMITED PARTNERSHIP)
Salt Lake County

Tax ID. No. 15-34-452-018
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:102:C

Brimley and Associates LTD., a Utah limited partnership, and hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property situate in the SW1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the widening of the existing Meadowbrook Expressway, known as Project No. F-2172(9)8. The boundaries of said parcel of land are described as follows:

Beginning at a point 59.91 feet N.00°01'15"W. along the Quarter section line and 53.00 feet N.89°53'00"E. and 18.00 feet N.89°47'45"E. from the South Quarter Corner of said Section 34; and running thence N.00°12'15"W. 3.69 feet to a point 63.60 feet radially distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 23+36.07; thence N.88°17'55"E. 38.51 feet to a point 64.00 feet radially distant northerly from said control line opposite Engineers station 23+75.89; thence easterly 117.65 feet along the arc of a 1,866.00 foot radius curve to the left (Note: chord to said curve bears N.86°29'32"E. 117.63 feet with a central angle of 03°36'45") to a point in the easterly boundary line of said tract of land at a point 64.00 feet radially distant northerly from said control line opposite Engineers Station 23+75.89; thence S.00°01'15"W. 0.99 feet along said easterly boundary line to the Southeast corner of said tract of land; thence along the southerly

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:102:C

boundary line of said tract of land S.77°45'14"W. 31.32 feet to the point of curvature with a 1,808.34 foot non-tangent radius curve to the right, thence westerly along said southerly boundary line 119.52 feet (Record 119.50 feet) along the arc of said curve (Note: Chord to said curve bears S.87°54'10"W. 119.50 feet. Central angle equals 03°47'13"); thence S.89°47'45"W. 5.86 feet (Record 5.88 feet) to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel contains 660 square feet or 0.015 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

Brimley and Associates LTD.

_____
Signature

_____
Print Name and Title

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Brimley and Associates LTD., a Utah limited partnership and that said document was signed by him/her on behalf of said Brimley and Associates LTD., a Utah limited partnership by Authority of its _____.

_____
Notary Public

Tax ID No.: 15-34-452-018
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No. 2172:102:C

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from Brimley and Associates LTD., a Utah limited partnership (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to Brimley and Associates LTD., a Utah limited partnership, (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

_____ _____
Signature Date
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____ , 20___.

SEAL

_____
Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

(LIMITED PARTNERSHIP)
Salt Lake County

Tax ID No. 15-34-452-018
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:102:E

Brimley and Associates LTD., a Utah limited partnership, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of land situate in the SW1/4 SE1/4, of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. 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 three (3) years, 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. The boundaries of said easement are described as follows:

Beginning at a point 59.91 feet N.00°01'15"W. along the Quarter section line and 53.00 feet N.89°53'00"E. and 18.00 feet N.89°47'45"E. and 3.69 feet N.00°12'15"W. from the South Quarter Corner of said Section 34 at a point 63.60 feet radially distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 23+36.07 and running thence N.00°12'15"W. 2.31 feet to a point 65.91 feet radially distant northerly from said control line opposite Engineers station 23+36.08; thence S.89°39'24"W. 9.98 feet to a point 65.92 feet radially distant northerly from said control line opposite Engineers station 23+25.75; thence N.00°01'15"W. 2.46 feet to a point 68.37 feet radially distant northerly from said control line opposite Engineers station 23+25.75; thence N.88°17'55"E. 48.35 feet to a point 69.00 feet radially distant northerly from said control line opposite Engineers station 23+75.89; thence Easterly 117.80 feet along the arc of a 1,861.00 foot radius curve to the

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:102:E

left (Note: chord to said curve bears N.86°29'06"E. 117.78 feet with a central angle of 03°37'36") to a point in the easterly boundary line of said tract of land at a point 69.00 feet radially distant northerly from said control line opposite Engineers Station 24+98.06; thence S.00°01'15"W. 5.02 feet along said easterly boundary line to a point 64.00 feet radially distant northerly from said control line opposite Engineers station 24+97.57 and the point of curvature with a 1,866.00 foot non-tangent radius curve to the right, thence Westerly 117.65 feet along the arc of said curve (Note: Chord to said curve bears S.86°29'32"W. 117.63 feet. Central angle equals 03°36'45") to a point 64.00 feet radially distant northerly from said control line opposite Engineers station 23+75.89; thence S.88°17'55"W. 38.51 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 807 square feet or 0.019 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

Brimley and Associates LTD.

_____
Signature

_____
Print Name and Title

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Brimley and Associates LTD., a Utah limited partnership and that said document was signed by him/her on behalf of said Brimley and Associates LTD., a Utah limited partnership by Authority of its _____.

_____
Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

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

Warranty Deed

(LIMITED PARTNERSHIP)
Salt Lake County

Tax ID. No. 15-34-452-018
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:102:C

Brimley and Associates LTD., a Utah limited partnership, and hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property situate in the SW1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the widening of the existing Meadowbrook Expressway, known as Project No. F-2172(9)8. The boundaries of said parcel of land are described as follows:

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Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:102:C

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The above described parcel contains 660 square feet or 0.015 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Brimley and Associates LTD.

Signature

Richard Brimley Gen. Partner
Print Name and Title

On this 18 day of August, in the year 2026, before me personally appeared Richard Brimley, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the General partner of Brimley and Associates LTD., a Utah limited partnership and that said document was signed by him/her on behalf of said Brimley and Associates LTD., a Utah limited partnership by Authority of its cert. limited partnership.

Notary Public

TAMMY EVANS
Notary Public
State of Utah
My Commission Expires 03/25/2028
COMMISSION NO. 736278

Tax ID No.: 15-34-452-018
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No. 2172:102:C

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from Brimley and Associates LTD., a Utah limited partnership (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to Brimley and Associates LTD., a Utah limited partnership, (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

_____ _____
Signature Date
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____ , 20___.

SEAL

_____
Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

(LIMITED PARTNERSHIP)
Salt Lake County

Tax ID No. 15-34-452-018
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:102:E

Brimley and Associates LTD., a Utah limited partnership, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of land situate in the SW1/4 SE1/4, of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. 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 three (3) years, 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. The boundaries of said easement are described as follows:

Beginning at a point 59.91 feet N.00°01'15"W. along the Quarter section line and 53.00 feet N.89°53'00"E. and 18.00 feet N.89°47'45"E. and 3.69 feet N.00°12'15"W. from the South Quarter Corner of said Section 34 at a point 63.60 feet radially distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 23+36.07 and running thence N.00°12'15"W. 2.31 feet to a point 65.91 feet radially distant northerly from said control line opposite Engineers station 23+36.08; thence S.89°39'24"W. 9.98 feet to a point 65.92 feet radially distant northerly from said control line opposite Engineers station 23+25.75; thence N.00°01'15"W. 2.46 feet to a point 68.37 feet radially distant northerly from said control line opposite Engineers station 23+25.75; thence N.88°17'55"E. 48.35 feet to a point 69.00 feet radially distant northerly from said control line opposite Engineers station 23+75.89; thence Easterly 117.80 feet along the arc of a 1,861.00 foot radius curve to the

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:102:E

left (Note: chord to said curve bears N.86°29'06"E. 117.78 feet with a central angle of 03°37'36") to a point in the easterly boundary line of said tract of land at a point 69.00 feet radially distant northerly from said control line opposite Engineers Station 24+98.06; thence S.00°01'15"W. 5.02 feet along said easterly boundary line to a point 64.00 feet radially distant northerly from said control line opposite Engineers station 24+97.57 and the point of curvature with a 1,866.00 foot non-tangent radius curve to the right, thence Westerly 117.65 feet along the arc of said curve (Note: Chord to said curve bears S.86°29'32"W. 117.63 feet. Central angle equals 03°36'45") to a point 64.00 feet radially distant northerly from said control line opposite Engineers station 23+75.89; thence S.88°17'55"W. 38.51 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 807 square feet or 0.019 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt lake)

Brimley and Associates LTD.

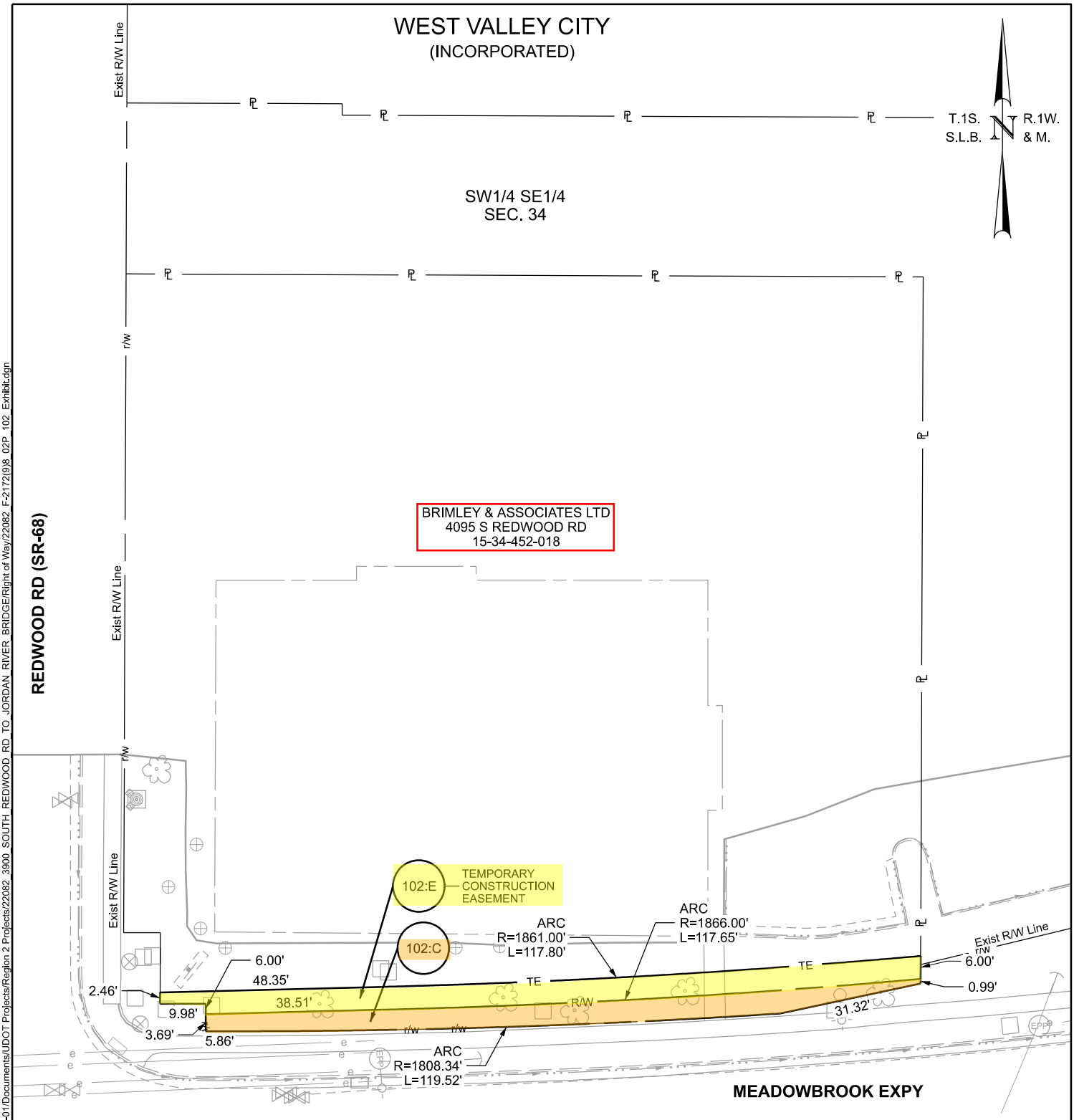
Signature

Richard Brimley GENPARTNER
Print Name and Title

On this 10 day of August, in the year 2026, before me personally appeared Richard Brimley, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the General partner of Brimley and Associates LTD., a Utah limited partnership and that said document was signed by him/her on behalf of said Brimley and Associates LTD., a Utah limited partnership by Authority of its Cert. limited partnership.

Notary Public

TAMMY EVANS
Notary Public
State of Utah
My Commission Expires 03/25/2028
COMMISSION NO. 736278



This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
102:C	BRIMLEY & ASSOCIATES LTD	0.015	660	NONE	0.644	0.629	NONE
102:E	BRIMLEY & ASSOCIATES LTD	0.019	807	NONE	0.629	TEMPORARY	

EXHIBIT NO. 102-EXHIBIT	PARTIAL SUMMARY NO. 02P	PROPERTY OWNER:	BRIMLEY & ASSOCIATES LTD
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADRESS:	4095 S REDWOOD RD
	TO JORDAN RIVER BRIDGE	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2172(9)8 PIN 22082	REGION 2 - KIMLEY-HORN	

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_02P_102_Exhibit.dgn

10-APR-2026

This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

30 15 0 30
SCALE IN FEET

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
102:C	BRIMLEY & ASSOCIATES LTD	0.015	660	NONE	0.644	0.629	NONE
102:E	BRIMLEY & ASSOCIATES LTD	0.019	807	NONE	0.629	TEMPORARY	

EXHIBIT NO. 102-EXHIBIT	PARTIAL SUMMARY NO. 02P	PROPERTY OWNER:	BRIMLEY & ASSOCIATES LTD
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADRESS:	4095 S REDWOOD RD
	TO JORDAN RIVER BRIDGE	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2172(9)8 PIN 22082	REGION 2 - KIMLEY-HORN	

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_02P_102_Exhibit.dgn

10-APR-2026

West Valley City Issue Paper

City Council Review

Description: *Authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement*

Fiscal Impact: $4,800.00 plus closing costs (6.77% of actual cost)

Funding Source: *Surface Transportation Funds*

Account #: *45-9610-40750-75281-0600*

Budget Opening Required: *No*

Issue:

Authorization of a Real Estate Purchase Agreement and acceptance of a Perpetual Easement and a Temporary Construction Easement.

Summary:

Lynn L. Nebeker and Steven A. Nebeker have signed a Real Estate Purchase Agreement along with a Perpetual Easement and a Temporary Construction Easement in favor of West Valley City for property located at 1445 West 4020 South (15-34-481-007).

Background:

The Lynn L. Nebeker and Steven A. Nebeker property located at 1445 West 4020 South is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is $4,800.00 plus closing costs. The city portion of the matching funds on the project ($324.96) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

Recommendation:

Authorize the mayor to execute the Real Estate Purchase Agreement and accept Perpetual Easement and Temporary Construction Easement. The recording of documents and distribution of funds will be handled by UDOT.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 08/25/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM LYNN AND STEVEN NEBEKER FOR PROPERTY LOCATED AT 1445 WEST 4020 SOUTH.

WHEREAS, Lynn and Steven Nebeker (herein and collectively "Owner") have entered into a Real Estate Purchase Agreement for property located at 1445 West 4020 South that is affected by the 3900 South Project (herein "Project"); and

WHEREAS, Owner has also signed a Temporary Construction Easement and a Perpetual Easement (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 "Real Estate 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

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 113:2E, 113:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-007-0000
Property Address: 1445 West 4020 South, WEST VALLEY CITY, UT 84123
Owner's Address: 1445 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone: 801-680-6056--Lynn--only phone
Owner / Grantor (s): Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT ("Owner") agrees to sell to City of Taylorsville or West Valley City ("The City") the Subject Property described below for Transportation Purposes,[1] and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 113:2E, 113:CE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $4,800 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

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1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

LN SN
Grantor's Initials

Project No: F-2172(9)8 Parcel No.(s): 113:2E, 113:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-007-0000
Property Address: 1445 West 4020 South, WEST VALLEY CITY, UT 84123
Owner's Address: 1445 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT

4.2 Fees/Costs.

(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

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

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

11. ADDITIONAL TERMS (IF APPLICABLE):

The project is to restore impacted landscaping (sod)/irrigation, replace impacted fencing along r/w with privacy fence/wall, connect impacted side fences to new privacy fence/wall, and sawcut/replace impacted concrete pads (pickleball court, patio slabs).
Grantor qualified for an incentive payment by signing the contract within 30 days of the offer. Total of $4,800 includes the approved just compensation of $4,500 plus $300 incentive payment.

LL SN
Grantor's Initials

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 113:2E, 113:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-007-0000
Property Address: 1445 West 4020 South, WEST VALLEY CITY, UT 84123
Owner's Address: 1445 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT

SIGNATURE PAGE TO
CITY OF TAYLORSVILLE OR WEST VALLEY CITY
REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Ray Bennett, through The Right of Way Group, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

8-5-26

100% Lynn L. and Steven A. Nebeker - OWNER(s) Date Date

CITY OF TAYLORSVILLE OR WEST VALLEY CITY

Karen Lang, Mayor Date

Grantor's Initials

Project No: F-2172(9)8 Parcel No.(s): 113:2E, 113:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-007-0000
Property Address: 1445 West 4020 South, WEST VALLEY CITY, UT 84123
Owner's Address: 1445 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT

Exhibit A
(Attach conveyance documents)

SN
Grantor's Initials

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

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

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-481-007
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:113:CE

Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT, Grantor hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 40 King's Row Subdivision No. 4, according to the official plat thereof recorded January 31, 1977 as Entry No. 2903951 in Book 77-1 at Page 27, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the Southwest corner of said Lot 40 which point is 66.62 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 40+84.66 and running thence N.16°30'00"W. 1.00 feet along the westerly lot line of said Lot 6 to a point 67.62 feet radially distant northwesterly from said control line opposite Engineers station 40+84.71 and the point of curvature with a 1,975.86 foot non-tangent radius curve to the right, thence easterly 80.01 feet along the arc of said curve

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:113:CE

(Note: Chord to said curve bears N.72°31'52"E. 80.01 feet. Central angle equals 02°19'13") to the easterly boundary line of said Lot 40 at a point 66.83 feet radially distant northwesterly from said control line opposite Engineers station 41+62.29; thence along the easterly boundary line of said Lot 40 S.16°30'00"E. 1.00 feet to a point 65.83 feet radially distant northwesterly from said control line opposite Engineers station 41+62.28 to the Southeast corner of said Lot 40 which point is the point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence westerly along the southerly boundary line of said Lot 40, 80.02 feet along the arc of said curve (Note: Chord to said curve bears S.72°31'50"W. 80.02 feet. Central angle equals 02°19'18") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 80 square feet or 0.002 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

_____
Lynn L. Nebeker

_____
Steven A. Nebeker

On this _____ day of _____, in the year 20___, before me personally appeared __Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT__, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

_____
Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-481-007
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:113:2E

Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT, Grantor hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of Lot 40 King's Row Subdivision No. 4, according to the official plat thereof recorded January 31, 1977 as Entry No. 2903951 in Book 77-1 at Page 27, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. 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 three (3) years, 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. The boundaries of said easement are described as follows:

Beginning at the Southwest corner of said Lot 40 which point is 66.62 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 40+84.66 and running thence N.16°30'00"W. 5.00 feet along the westerly boundary line of said Lot 6 to a point 71.61 feet radially distant northwesterly from said control line opposite Engineers station 40+84.88 and the point of curvature with a 1,979.86 foot non-tangent radius curve to the right; thence easterly 80.01 feet along the arc of said curve (Note: Chord to said curve bears N.72°31'59"E. 80.01 feet. Central angle equals 02°18'56") to the easterly boundary line of said Lot 40 at a point 70.83 feet radially distant northwesterly

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:113:2E

from said control line opposite Engineers station 41+63.32; thence S.16°30'00"E. 5.00 feet to a point 65.83 feet radially distant northwesterly from said control line opposite Engineers station 41+62.28 to the Southeast corner of said Lot 40 which point is the point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence westerly along the southerly boundary line of said Lot 40, 80.02 feet along the arc of said curve (Note: Chord to said curve bears S.72°31'50"W. 80.02 feet. Central angle equals 02°19'18") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 400 square feet or 0.009 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

_____
Lynn L. Nebeker

_____
Steven A. Nebeker

On this _____ day of _____, in the year 20___, before me personally appeared __Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT__, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

_____
Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-481-007
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:113:2E

Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT, Grantor hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of Lot 40 King's Row Subdivision No. 4, according to the official plat thereof recorded January 31, 1977 as Entry No. 2903951 in Book 77-1 at Page 27, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. 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 three (3) years, 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. The boundaries of said easement are described as follows:

Beginning at the Southwest corner of said Lot 40 which point is 66.62 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 40+84.66 and running thence N.16°30'00"W. 5.00 feet along the westerly boundary line of said Lot 6 to a point 71.61 feet radially distant northwesterly from said control line opposite Engineers station 40+84.88 and the point of curvature with a 1,979.86 foot non-tangent radius curve to the right; thence easterly 80.01 feet along the arc of said curve (Note: Chord to said curve bears N.72°31'59"E. 80.01 feet. Central angle equals 02°18'56") to the easterly boundary line of said Lot 40 at a point 70.83 feet radially distant northwesterly

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:113:2E

from said control line opposite Engineers station 41+63.32; thence S.16°30'00"E. 5.00 feet to a point 65.83 feet radially distant northwesterly from said control line opposite Engineers station 41+62.28 to the Southeast corner of said Lot 40 which point is the point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence westerly along the southerly boundary line of said Lot 40, 80.02 feet along the arc of said curve (Note: Chord to said curve bears S.72°31'50"W. 80.02 feet. Central angle equals 02°19'18") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 400 square feet or 0.009 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Lynn L. Nebeker

Steven A. Nebeker

On this 5 day of August, in the year 2026, before me personally appeared Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

RAYMOND BRENT BENNETT
Notary Public - State of Utah
My Commission Expires
July 29, 2030
COMMISSION NUMBER 750486

Tax ID No.: 15-34-481-007
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:113:2E

PUBLIC ENTITY AFFIDAVIT – GRANTEE: UDOT

I, Rachel Daley, being of legal age and authorized by the Utah Department of Transportation, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

"I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true:"

_____ _____
By: Rachel Daley Date
Its:
Signed by Authority of: Ross Crowe, UDOT Right of Way Director

State of Utah,
County of Salt Lake

Subscribed and sworn to before me this _____
*day of*_____ *20*_____

SEAL

_____
*Person Administering Oath

_____
Title

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

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

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-481-007
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:113:CE

Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT, Grantor hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 40 King's Row Subdivision No. 4, according to the official plat thereof recorded January 31, 1977 as Entry No. 2903951 in Book 77-1 at Page 27, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the Southwest corner of said Lot 40 which point is 66.62 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 40+84.66 and running thence N.16°30'00"W. 1.00 feet along the westerly lot line of said Lot 6 to a point 67.62 feet radially distant northwesterly from said control line opposite Engineers station 40+84.71 and the point of curvature with a 1,975.86 foot non-tangent radius curve to the right, thence easterly 80.01 feet along the arc of said curve

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:113:CE

(Note: Chord to said curve bears N.72°31'52"E. 80.01 feet. Central angle equals 02°19'13") to the easterly boundary line of said Lot 40 at a point 66.83 feet radially distant northwesterly from said control line opposite Engineers station 41+62.29; thence along the easterly boundary line of said Lot 40 S.16°30'00"E. 1.00 feet to a point 65.83 feet radially distant northwesterly from said control line opposite Engineers station 41+62.28 to the Southeast corner of said Lot 40 which point is the point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence westerly along the southerly boundary line of said Lot 40, 80.02 feet along the arc of said curve (Note: Chord to said curve bears S.72°31'50"W. 80.02 feet. Central angle equals 02°19'18") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 80 square feet or 0.002 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Lynn L. Nebeker

Steven A. Nebeker

On this 5th day of August, in the year 2026 before me personally appeared Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

RAYMOND BRENT BENNETT
Notary Public - State of Utah
My Commission Expires
July 29, 2030
COMMISSION NUMBER 750486

Tax ID No.: 15-34-481-007
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:113:CE

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

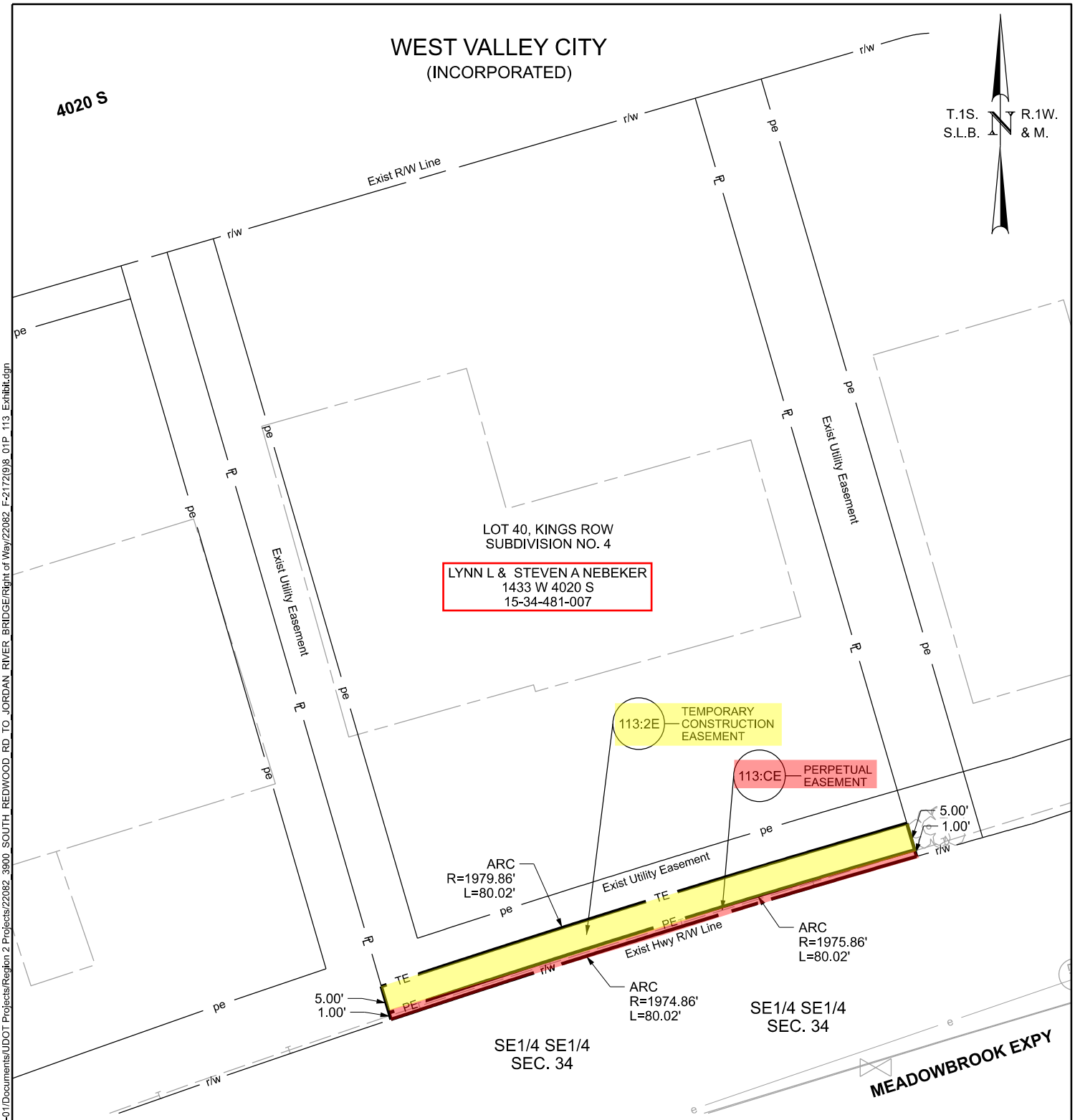
_____ _____
Signature Date
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____ , 20___.

SEAL

_____
Notary Public



This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

20 10 0 20
SCALE IN FEET

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
113:CE	LYNN L & STEVEN A NEBEKER	0.002	80	NONE	0.212	PERPETUAL	
113:2E	LYNN L & STEVEN A NEBEKER	0.009	400	NONE	0.212	TEMPORARY	

EXHIBIT NO. 113-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	LYNN L & STEVEN A NEBEKER
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADRESS:	1445 W 4020 S
	TO JORDAN RIVER BRIDGE	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2172(9)8 PIN 22082	REGION 2 - KIMLEY-HORN	

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_01P_113_Exhibit.dgn

13-MAR-2026

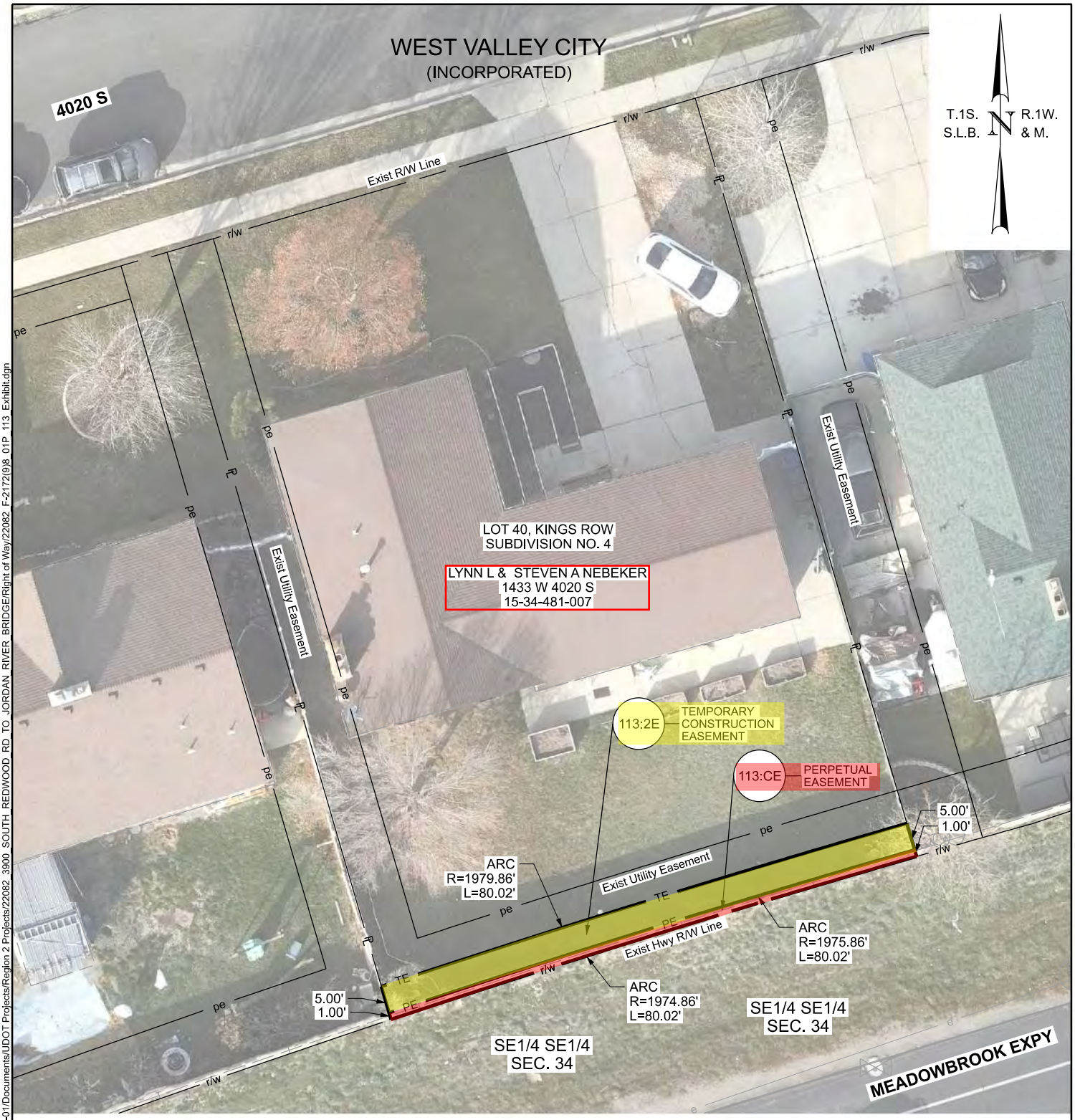


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EXHIBIT NO. 113-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	LYNN L & STEVEN A NEBEKER
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADRESS:	1445 W 4020 S
	TO JORDAN RIVER BRIDGE	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2172(9)8 PIN 22082	REGION 2 - KIMLEY-HORN	

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_01P_113_Exhibit.dgn

13-MAR-2026

West Valley City Issue Paper

City Council Review

Description: *Authorization of an Real Estate Purchase Agreement and acceptance of a Warranty Deed, Perpetual Easement and a Temporary Construction Easement*

Fiscal Impact: $23,400.00 plus closing costs (6.77% of actual cost)

Funding Source: *Surface Transportation Funds*

Account #: *45-9610-40750-75281-0600*

Budget Opening Required: *No*

Issue:

Authorization of a Real Estate Purchase Agreement and acceptance of a Warranty Deed, Perpetual Easement and a Temporary Construction Easement.

Summary:

Melissa L. Powers has signed a Real Estate Purchase Agreement along with a Warranty Deed, Perpetual Easement and a Temporary Construction Easement in favor of West Valley City for property located at 4041 South 1500 West (15-34-481-002).

Background:

The Melissa L. Powers property located at 4041 South 1500 West is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Warranty Deed, Perpetual Easement and Temporary Construction Easement is $23,400.00 plus closing costs. The city portion of the matching funds on the project ($1,584.18) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the appraisal report by the Integra Realty Resources.

Recommendation:

Authorize the mayor to execute the Real Estate Purchase Agreement and accept the Warranty Deed, Perpetual Easement and Temporary Construction Easement. The recording of documents and distribution of funds will be handled by UDOT.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 08/25/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED, A TEMPORARY CONSTRUCTION EASEMENT, AND A PERPETUAL EASEMENT WITH AND FROM MELISSA L. POWERS FOR PROPERTY LOCATED AT 4041 SOUTH 1500 WEST.

WHEREAS, Melissa L. Powers (herein "Owner") has entered into a Real Estate Purchase Agreement for property located at 4041 South 1500 West that is affected by the 3900 South Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed, a Temporary Construction Easement, and a Perpetual Easement (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 "Real Estate 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

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 108:2E, 108:C, 108:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-002-000
Property Address: 4041 South 1500 West, WEST VALLEY CITY, UT 84123
Owner's Address: 4041 South 1500 West, WEST VALLEY CITY, UT 84123
Primary Phone: 734-635-7117 Owner's Home Phone: 734-635-7117 Owner's Work Phone:
Owner / Grantor (s): Melissa L. Powers, a Married Woman

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Melissa L. Powers, a Married Woman ("Owner") agrees to sell to City of Taylorsville or West Valley City ("The City") the Subject Property described below for Transportation Purposes,[1] and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 108:2E, 108:C, 108:CE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $23,400 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **Compensation includes $2,500 to reconfigure sprinklers, $2,000 for temporary sprinklers, $2,408 for turf landscaping, $500 to relocate landscapeing boulders, $1,500 for three (3) trees, $100 for 4 foot chain link fencing for a total of $9,008, which is included in the purchase price.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

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1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

MP

Project No: F-2172(9)8 Parcel No.(s): 108:2E, 108:C, 108:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-002-000
Property Address: 4041 South 1500 West, WEST VALLEY CITY, UT 84123
Owner's Address: 4041 South 1500 West, WEST VALLEY CITY, UT 84123
Primary Phone: 734-635-7117 Owner's Home Phone: 734-635-7117 Owner's Work Phone:
Owner / Grantor (s): Melissa L. Powers, a Married Woman

4.2 Fees/Costs.
(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

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

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

11. ADDITIONAL TERMS (IF APPLICABLE):
Grantor qualified for an incentive payment by signing the contract within 30 days of the offer. Total of $23,400 includes the approved just compensation of $23,100 plus $300 incentive payment.

MP
Grantor's Initial

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 108:2E, 108:C, 108:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-002-000
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Primary Phone: 734-635-7117 Owner's Home Phone: 734-635-7117 Owner's Work Phone:
Owner / Grantor (s): Melissa L. Powers, a Married Woman

SIGNATURE PAGE TO
CITY OF TAYLORSVILLE OR WEST VALLEY CITY
REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Tammy Evans, through Kimley-Horn & Associates, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

Melissa Powers 8/21/26

100% Melissa L. Powers - OWNER(s) Date Date

WEST VALLEY CITY

Karen Lang, Mayor Date

MLP

Grantor's Initials

Project No: F-2172(9)8 Parcel No.(s): 108:2E, 108:C, 108:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-002-000
Property Address: 4041 South 1500 West, WEST VALLEY CITY, UT 84123
Owner's Address: 4041 South 1500 West, WEST VALLEY CITY, UT 84123
Primary Phone: 734-635-7117 Owner's Home Phone: 734-635-7117 Owner's Work Phone:
Owner / Grantor (s): Melissa L. Powers, a Married Woman

Exhibit A
(Attach conveyance documents)

MP
Grantor's Initials

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

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

Warranty Deed

Salt Lake County

Tax ID No. 15-34-481-002
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:108:C

MELISSA L. POWERS, a Married Woman, Grantor, of West Valley City, County of Salt Lake, State of Utah, Grantor, hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of land in fee, which is part of Lot 1 King's Row Subdivision No. 3, according to the official plat thereof recorded April 2, 1972 as Entry No. 2448284 in Book LL at Page 12, in the office of the Salt Lake County Recorder, a subdivision situate in the SW1/4 SE1/4, and the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the widening of the existing Meadowbrook Expressway, known as Project No. F-2172(9)8. The boundaries of said tract of land are described as follows:

Beginning at the Southwesterly corner of said Lot 1 and running, thence N.30°03'15"W. 5.07 feet to a point 70.15 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 36+75.53; thence N.60°46'10"E. 73.20 feet to a point 70.42 feet radially distant northwesterly from said control line opposite Engineers station 37+46.42; thence N.63°15'34"E. 33.63 feet to the easterly line of said Lot 1 to a point 70.15 feet radially distant northwesterly from said control line opposite Engineers station 37+78.98; thence S.27°46'24"E. 3.64 feet along said easterly line to the southeast corner of said Lot 1 to a point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence 78.61 feet along the arc of said curve (Note: Chord to said curve bears S.61°05'13"W. 78.61 feet. Central angle equals 02°16'51") along the southerly lot line of said Lot 1; thence continuing along said southerly line S.59°56'45"W. 28.02 feet to

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:108:C

the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described tract of land contains 476 square feet or 0.011, acre more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

_____
Melissa L. Powers

On this _____ day of _____, in the year 20___, before me personally appeared __MELISSA L. POWERS, a Married Woman__, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

_____
Notary Public

Tax ID No.: 15-34-481-002
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:108:C

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from MELISSA L. POWERS, a Married Woman (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to MELISSA L. POWERS, a Married Woman (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

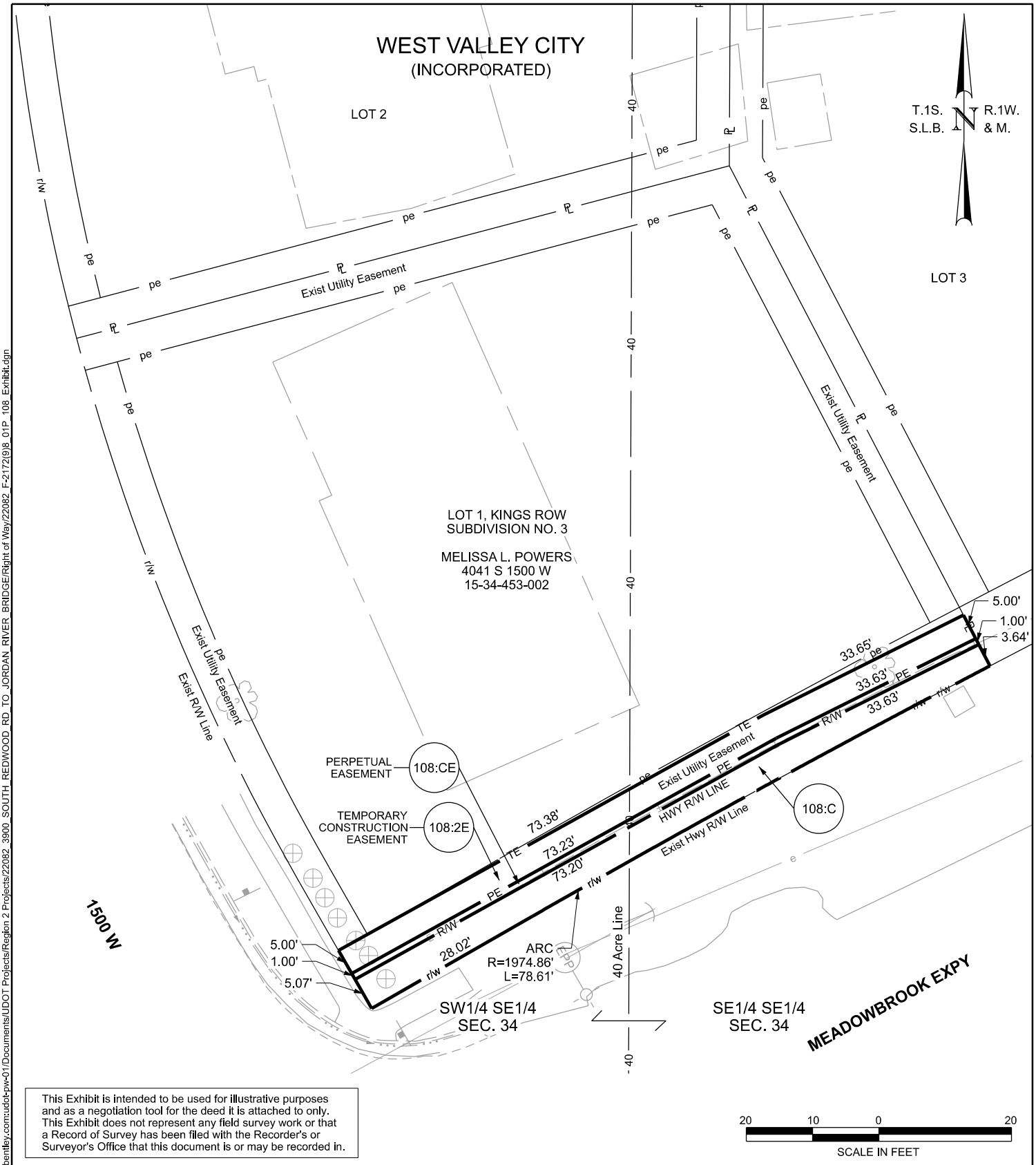
_____ _____
Signature Date
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____ , 20___.

SEAL

_____
Notary Public



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PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
108:C	MELISSA L. POWERS	0.011	476	NONE	0.238	0.227	NONE
108:CE	MELISSA L. POWERS	0.002	107	NONE		PERPETUAL	
108:2E	MELISSA L. POWERS	0.012	535	NONE		TEMPORARY	

EXHIBIT NO. 108-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	MELISSA L. POWERS
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADRESS:	4041 S 1500 W
	TO JORDAN RIVER BRIDGE	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2172(9)8 PIN 22082	REGION 2 - KIMLEY-HORN	

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_01P_108_Exhibit.dgn

13-MAY-2026

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

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

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-481-002
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:108:CE

MELISSA L. POWERS, a Married Woman, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 1 King's Row Subdivision No. 3, according to the official plat thereof recorded April 2, 1972 as Entry No. 2448284 in Book LL at Page 12, in the office of the Salt Lake County Recorder, a subdivision situate in the SW1/4 SE1/4, and the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at a point 5.07 feet N.30°03'15"W. from the Southwesterly corner of said Lot 1 along the westerly lot line of said Lot 1, at a point 70.15 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 36+75.53, and running thence N.30°03'15"W. 1.00 feet at a point 71.15 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 36+75.53; thence N.60°46'10"E. 73.23 feet to a point 71.42 feet radially distant northwesterly from said control line opposite Engineers station 37+46.42; thence N.63°15'34"E. 33.63 feet to the easterly lot line of said Lot 1 at a point 70.89 feet radially

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:108:CE

distant northwesterly from said control line opposite Engineers station 37+78.98; thence S.27°46'24"E. 1.00 feet along said eastly lot line to a point 70.15 feet radially distant northwesterly from said control line opposite Engineers station 37+78.98; thence S.63°15'34"W. 33.63 feet to a point 70.42 feet radially distant northwesterly from said control line opposite Engineers station 37+46.42; thence S.60°46'10"W. 73.20 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 107 square feet or 0.002 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

_____
Melissa L. Powers

On this _____ day of _____, in the year 20___, before me personally appeared __MELISSA L. POWERS, a Married Woman__, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

_____
Notary Public

Tax ID No.: 15-34-481-002
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No. 2172:108:CE

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from MELISSA L. POWERS, a Married Woman (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to MELISSA L. POWERS, a Married Woman (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

_____ _____
Signature Date
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____ , 20___.

SEAL

_____
Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-481-002
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:108:2E

MELISSA L. POWERS, a Married Woman, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of Lot 1 King's Row Subdivision No. 3, according to the official plat thereof recorded April 2, 1972 as Entry No. 2448284 in Book LL at Page 12, in the office of the Salt Lake County Recorder, a subdivision situate in the SW1/4 SE1/4, and the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. 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 three (3) years, 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. The boundaries of said easement are described as follows:

Beginning at a point 5.07 feet N.30°03'15"W. from the Southwesterly corner of said Lot 1 along the westerly lot line of said Lot 1, at a point 70.15 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 36+75.53, and running thence N.30°03'15"W. 5.00 feet to a point 75.15 feet radially distant northwesterly from said control line opposite Engineers station 36+75.53; thence N.60°46'10"E. 73.38 feet to a point 75.42 feet radially distant northwesterly from said control line opposite Engineers station 37+46.42; thence N.63°15'34"E. 33.65 feet to the easterly line of said Lot 1; thence S.27°46'24"E. 5.00 feet along said easterly line; thence S.63°15'34"W. 33.63 feet; thence S.60°46'10"W. 73.20 feet to the point of beginning as

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:108:2E

shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 535 square feet or 0.012 acre more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

_____
Melissa L. Powers

On this _____ day of _____, in the year 20___, before me personally appeared __MELISSA L. POWERS, a Married Woman__, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

_____
Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

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

Warranty Deed

Salt Lake County

Tax ID No. 15-34-481-002
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:108:C

MELISSA L. POWERS, a Married Woman, Grantor, of West Valley City, County of Salt Lake, State of Utah, Grantor, hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of land in fee, which is part of Lot 1 King's Row Subdivision No. 3, according to the official plat thereof recorded April 2, 1972 as Entry No. 2448284 in Book LL at Page 12, in the office of the Salt Lake County Recorder, a subdivision situate in the SW1/4 SE1/4, and the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the widening of the existing Meadowbrook Expressway, known as Project No. F-2172(9)8. The boundaries of said tract of land are described as follows:

Beginning at the Southwesterly corner of said Lot 1 and running, thence N.30°03'15"W. 5.07 feet to a point 70.15 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 36+75.53; thence N.60°46'10"E. 73.20 feet to a point 70.42 feet radially distant northwesterly from said control line opposite Engineers station 37+46.42; thence N.63°15'34"E. 33.63 feet to the easterly line of said Lot 1 to a point 70.15 feet radially distant northwesterly from said control line opposite Engineers station 37+78.98; thence S.27°46'24"E. 3.64 feet along said easterly line to the southeast corner of said Lot 1 to a point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence 78.61 feet along the arc of said curve (Note: Chord to said curve bears S.61°05'13"W. 78.61 feet. Central angle equals 02°16'51") along the southerly lot line of said Lot 1; thence continuing along said southerly line S.59°56'45"W. 28.02 feet to

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:108:C

the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described tract of land contains 476 square feet or 0.011, acre more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt lake)

Melissa L. Powers

On this 21 day of August, in the year 2026, before me personally appeared MELISSA L. POWERS, a Married Woman, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

TAMMY EVANS
Notary Public
State of Utah
My Commission Expires 03/25/2028
COMMISSION NO. 736278

Tax ID No.: 15-34-481-002
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:108:C

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from MELISSA L. POWERS, a Married Woman (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to MELISSA L. POWERS, a Married Woman (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

_____ _____
Signature Date
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____ , 20___.

SEAL

_____
Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-481-002
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:108:2E

MELISSA L. POWERS, a Married Woman, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of Lot 1 King's Row Subdivision No. 3, according to the official plat thereof recorded April 2, 1972 as Entry No. 2448284 in Book LL at Page 12, in the office of the Salt Lake County Recorder, a subdivision situate in the SW1/4 SE1/4, and the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. 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 three (3) years, 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. The boundaries of said easement are described as follows:

Beginning at a point 5.07 feet N.30°03'15"W. from the Southwesterly corner of said Lot 1 along the westerly lot line of said Lot 1, at a point 70.15 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 36+75.53, and running thence N.30°03'15"W. 5.00 feet to a point 75.15 feet radially distant northwesterly from said control line opposite Engineers station 36+75.53; thence N.60°46'10"E. 73.38 feet to a point 75.42 feet radially distant northwesterly from said control line opposite Engineers station 37+46.42; thence N.63°15'34"E. 33.65 feet to the easterly line of said Lot 1; thence S.27°46'24"E. 5.00 feet along said easterly line; thence S.63°15'34"W. 33.63 feet; thence S.60°46'10"W. 73.20 feet to the point of beginning as

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:108:2E

shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 535 square feet or 0.012 acre more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt lake)

Melissa L. Powers

On this 21 day of August, in the year 20 26, before me personally appeared MELISSA L. POWERS, a Married Woman, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

TAMMY EVANS
Notary Public
State of Utah
My Commission Expires 03/25/2028
COMMISSION NO. 736278

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

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

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-481-002
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:108:CE

MELISSA L. POWERS, a Married Woman, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 1 King's Row Subdivision No. 3, according to the official plat thereof recorded April 2, 1972 as Entry No. 2448284 in Book LL at Page 12, in the office of the Salt Lake County Recorder, a subdivision situate in the SW1/4 SE1/4, and the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at a point 5.07 feet N.30°03'15"W. from the Southwesterly corner of said Lot 1 along the westerly lot line of said Lot 1, at a point 70.15 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 36+75.53, and running thence N.30°03'15"W. 1.00 feet at a point 71.15 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 36+75.53; thence N.60°46'10"E. 73.23 feet to a point 71.42 feet radially distant northwesterly from said control line opposite Engineers station 37+46.42; thence N.63°15'34"E. 33.63 feet to the easterly lot line of said Lot 1 at a point 70.89 feet radially

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:108:CE

distant northwesterly from said control line opposite Engineers station 37+78.98; thence S.27°46'24"E. 1.00 feet along said eastly lot line to a point 70.15 feet radially distant northwesterly from said control line opposite Engineers station 37+78.98; thence S.63°15'34"W. 33.63 feet to a point 70.42 feet radially distant northwesterly from said control line opposite Engineers station 37+46.42; thence S.60°46'10"W. 73.20 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 107 square feet or 0.002 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt lake)

Melissa Powers

Melissa L. Powers

On this 21 day of August, in the year 2026, before me personally appeared MELISSA L. POWERS, a Married Woman, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Tammy Evans

Notary Public

TAMMY EVANS
Notary Public
State of Utah
My Commission Expires 03/25/2028
COMMISSION NO. 736278

Tax ID No.: 15-34-481-002
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No. 2172:108:CE

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from MELISSA L. POWERS, a Married Woman (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to MELISSA L. POWERS, a Married Woman (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

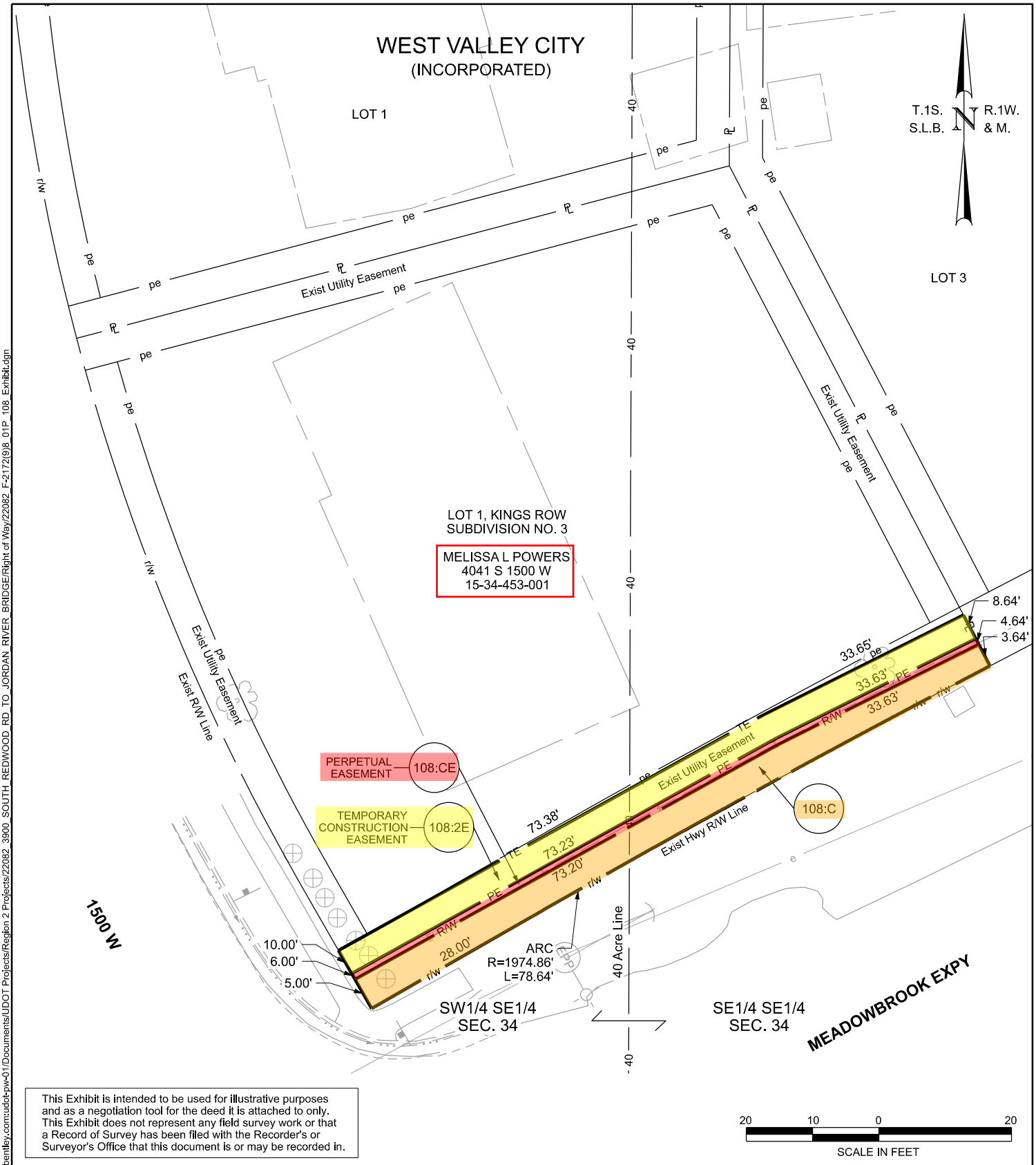
_____ _____
Signature Date
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____, 20___.

SEAL

_____
Notary Public



This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
108:C	MELISSA L POWERS	0.011	475	NONE	0.238	0.227	NONE
108:CE	MELISSA L POWERS	0.002	107	NONE	0.227	PERPETUAL	
108:2E	MELISSA L POWERS	0.012	535	NONE	0.227	TEMPORARY	

EXHIBIT NO. 108-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	MELISSA L POWERS
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADRESS:	4041 S 1500 W
	TO JORDAN RIVER BRIDGE	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2172(9)8 PIN 22082	REGION 2 - KIMLEY-HORN	

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_01P_108_Exhibit.dgn

13-MAR-2026

This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

20 10 0 20
SCALE IN FEET

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
108:C	MELISSA L POWERS	0.011	475	NONE	0.238	0.227	NONE
108:CE	MELISSA L POWERS	0.002	107	NONE	0.227	PERPETUAL	
108:2E	MELISSA L POWERS	0.012	535	NONE	0.227	TEMPORARY	

EXHIBIT NO. 108-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	MELISSA L POWERS
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADRESS:	4041 S 1500 W
	TO JORDAN RIVER BRIDGE	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2172(9)8 PIN 22082	REGION 2 - KIMLEY-HORN	

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_01P_108_Exhibit.dgn

13-MAR-2026

West Valley City Issue Paper

City Council Review

Description: *Authorization of an Easement Purchase Agreement and acceptance of Perpetual Easement and a Temporary Construction Easement*

Fiscal Impact: $15,200.00 plus closing costs (6.77% of actual cost)

Funding Source: *Surface Transportation Funds*

Account #: *45-9610-40750-75281-0600*

Budget Opening Required: *No*

Issue:

Authorization of a Real Estate Purchase Agreement and acceptance of a Perpetual Easement and a Temporary Construction Easement.

Summary:

Lance Thompson has signed a Real Estate Purchase Agreement along with a Perpetual Easement and a Temporary Construction Easement in favor of West Valley City for property located at 3976 S. Pharaoh Road (15-34-478-018).

Background:

The Lance Thompson property located at 3976 S. Pharaoh Road is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is $15,200.00 plus closing costs. The city portion of the matching funds on the project ($1,029.04) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

Recommendation:

Authorize the mayor to execute the Real Estate Purchase Agreement and accept Perpetual Easement and Temporary Construction Easement. The recording of documents and distribution of funds will be handled by UDOT.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 08/20/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM LANCE THOMPSON FOR PROPERTY LOCATED AT 3976 SOUTH PHAROAH ROAD.

WHEREAS, Lance Thompson (herein "Owner") has entered into a Real Estate Purchase Agreement for property located at 3976 South Pharoah Road that is affected by the 3900 South Project (herein "Project"); and

WHEREAS, Owner has also signed a Temporary Construction Easement and a Perpetual Easement (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 "Real Estate 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

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 116:2E, 116:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-018-0000
Property Address: 3976 South Pharaoh Road, WEST VALLEY CITY, UT 84123
Owner's Address: 3976 South Pharaoh Road, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone: 801-879-4436
Owner / Grantor (s): Lance Thompson, a married person

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Lance Thompson, a married person ("Owner") agrees to sell to City of Taylorsville or West Valley City ("The City") the Subject Property described below for Transportation Purposes,[1] and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 116:2E, 116:CE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $15,200 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

LT

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

LT
Grantor's Initials

Project No: F-2172(9)8 Parcel No.(s): 116:2E, 116:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-018-0000
Property Address: 3976 South Pharaoh Road, WEST VALLEY CITY, UT 84123
Owner's Address: 3976 South Pharaoh Road, WEST VALLEY CITY, UT 84123
Primary Phone: 801-879-4436 Owner's Home Phone: 801-879-4436 Owner's Work Phone:
Owner / Grantor (s): Lance Thompson, a married person

4.2 Fees/Costs.

(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

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

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

11. ADDITIONAL TERMS (IF APPLICABLE):

Grantor qualified for an incentive payment by signing the contract within 30 days of the offer. Total of $15,200 includes the approved just compensation of $14,900 plus $300 incentive payment.

Special Provisions on this Contract:
1. The block garage will be protected in place
2. The lean-to shed on the south of the garage will be removed. No additional copensation (other that this ROW offer) will be paid.
3. The gate to the road (Meadowview Parkway) will not be allowed.....it will be permanantly fenced by the new wall. There will be no access.

The project is to restore impacted landscaping (sod)/irrigation, replace impacted fencing along r/w with privacy fence/wall, connect impacted side fences to new privacy fence/wall, and sawcut/replace impacted concrete pads

Grantor's Initials

Project No: F-2172(9)8 Parcel No.(s): 116:2E, 116:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-018-0000
Property Address: 3976 South Pharaoh Road, WEST VALLEY CITY, UT 84123
Owner's Address: 3976 South Pharaoh Road, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Lance Thompson, a married person

(pickleball court, patio slabs).

Grantor's Initials

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 116:2E, 116:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-018-0000
Property Address: 3976 South Pharaoh Road, WEST VALLEY CITY, UT 84123
Owner's Address: 3976 South Pharaoh Road, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Lance Thompson, a married person

SIGNATURE PAGE TO
CITY OF TAYLORSVILLE OR WEST VALLEY CITY
REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Ray Bennett, SR/WA, through The Right of Way Group, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Lance Thompson - OWNER(s) Date 8-5-26 Date

WEST VALLEY CITY

Karen Lang, Mayor Date

Grantor's Initials

Project No: F-2172(9)8 Parcel No.(s): 116:2E, 116:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-018-0000
Property Address: 3976 South Pharaoh Road, WEST VALLEY CITY, UT 84123
Owner's Address: 3976 South Pharaoh Road, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Lance Thompson, a married person

Exhibit A
(Attach conveyance documents)

Grantor's Initials

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

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

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-478-018
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:116:CE

Lance Thompson, a married person, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement upon part of Lot 5 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4, of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the Southwest corner of said Lot 5 which point is 75.01 feet perpendicularly distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 43+93.55 and running thence N.20°27'00"W. 1.00 feet along the westerly boundary line of said Lot 5 to a point 76.01 feet perpendicularly distant northwesterly from said control line opposite Engineers station 42+43.67; thence N.71°40'07"E. 0.04 feet to a point 69.33 feet perpendicularly distant northwesterly from said control line opposite Engineers station 42+43.67; thence N.71°40'16"E. 175.37 feet to the easterly boundary line

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:116:CE

of said Lot 5 at a point 69.33 feet perpendicularly distant northwesterly from said control line opposite Engineers station 42+43.67; thence along the easterly boundary line of said Lot 5 S.00°03'00"E. 1.05 feet to the Southeast corner of said Lot 5; thence S.71°40'16"W. 175.04 feet along the southerly boundary line of said Lot 5 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 175 square feet or 0.004 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

_____
Lance Thompson

On this _____ day of _____, in the year 20___, before me personally appeared __Lance Thompson, a married person__, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

_____
Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-478-018
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:116:2E

Lance Thompson, a married person, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement upon part of Lot 5 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. 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 three (3) years, 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. The boundaries of said easement are described as follows:

Beginning at the Southwest corner of said Lot 5 which point is 75.01 feet perpendicularly distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 43+93.55 and running thence N.20°27'00"W. 5.00 feet along the westerly boundary line of said Lot 5; thence N.71°40'07"E. 0.19 feet; thence N.71°40'16"E. 176.69 feet to the easterly boundary line of said Lot 5; thence along said easterly boundary line of said Lot 5 S.00°03'00"W. 5.27 feet to the Southeast corner of said Lot 5; thence along the southerly boundary line of said Lot 5 S.71°40'16"W. 175.04 feet to the point of beginning

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:116:2E

as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 880 square feet or 0.020 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

_____
Lance Thompson

On this _____ day of _____, in the year 20___, before me personally appeared __Lance Thompson, a married person_, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

_____
Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-478-018
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:116:2E

Lance Thompson, a married person, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

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Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:116:2E

as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 880 square feet or 0.020 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Lance Thompson

On this 5th day of August, in the year 2026, before me personally appeared Lance Thompson, a married person, who proved on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

RAYMOND BRENT BENNETT
Notary Public - State of Utah
My Commission Expires
July 29, 2030
COMMISSION NUMBER 750486

Prepared by TJD 04/06/2026 (Kimley-Horn) 01P

INDIVIDUAL RW-09 (12-01-03)

Tax ID No.: 15-34-481-007
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:113:2E

PUBLIC ENTITY AFFIDAVIT – GRANTEE: UDOT

I, Rachel Daley, being of legal age and authorized by the Utah Department of Transportation, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

"I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true:"

_____ _____
By: Rachel Daley Date
Its:
Signed by Authority of: Ross Crowe, UDOT Right of Way Director

State of Utah,
County of Salt Lake

Subscribed and sworn to before me this _____
*day of*_____ *20*_____

SEAL

_____
*Person Administering Oath

_____
Title

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

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

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-478-018
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:116:CE

Lance Thompson, a married person, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

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Beginning at the Southwest corner of said Lot 5 which point is 75.01 feet perpendicularly distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 43+93.55 and running thence N.20°27'00"W. 1.00 feet along the westerly boundary line of said Lot 5 to a point 76.01 feet perpendicularly distant northwesterly from said control line opposite Engineers station 42+43.67; thence N.71°40'07"E. 0.04 feet to a point 69.33 feet perpendicularly distant northwesterly from said control line opposite Engineers station 42+43.67; thence N.71°40'16"E. 175.37 feet to the easterly boundary line

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:116:CE

of said Lot 5 at a point 69.33 feet perpendicularly distant northwesterly from said control line opposite Engineers station 42+43.67; thence along the easterly boundary line of said Lot 5 S.00°03'00"E. 1.05 feet to the Southeast corner of said Lot 5; thence S.71°40'16"W. 175.04 feet along the southerly boundary line of said Lot 5 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 175 square feet or 0.004 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

Lance Thompson

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

On this 5th day of August, in the year 2026, before me personally appeared Lance Thompson, a married person, who proved on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

RAYMOND BRENT BENNETT
Notary Public - State of Utah
My Commission Expires
July 29, 2030
COMMISSION NUMBER 750486

Prepared by TJD 04/06/2026 (Kimley-Horn) 01P INDIVIDUAL RW-09 (12-01-03)

Tax ID No.: 15-34-481-007
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:113:CE

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to Lynn L. Nebeker and Steven A. Nebeker, wife and husband as joint tenants of West Valley City, County of Salt Lake, State of UT (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

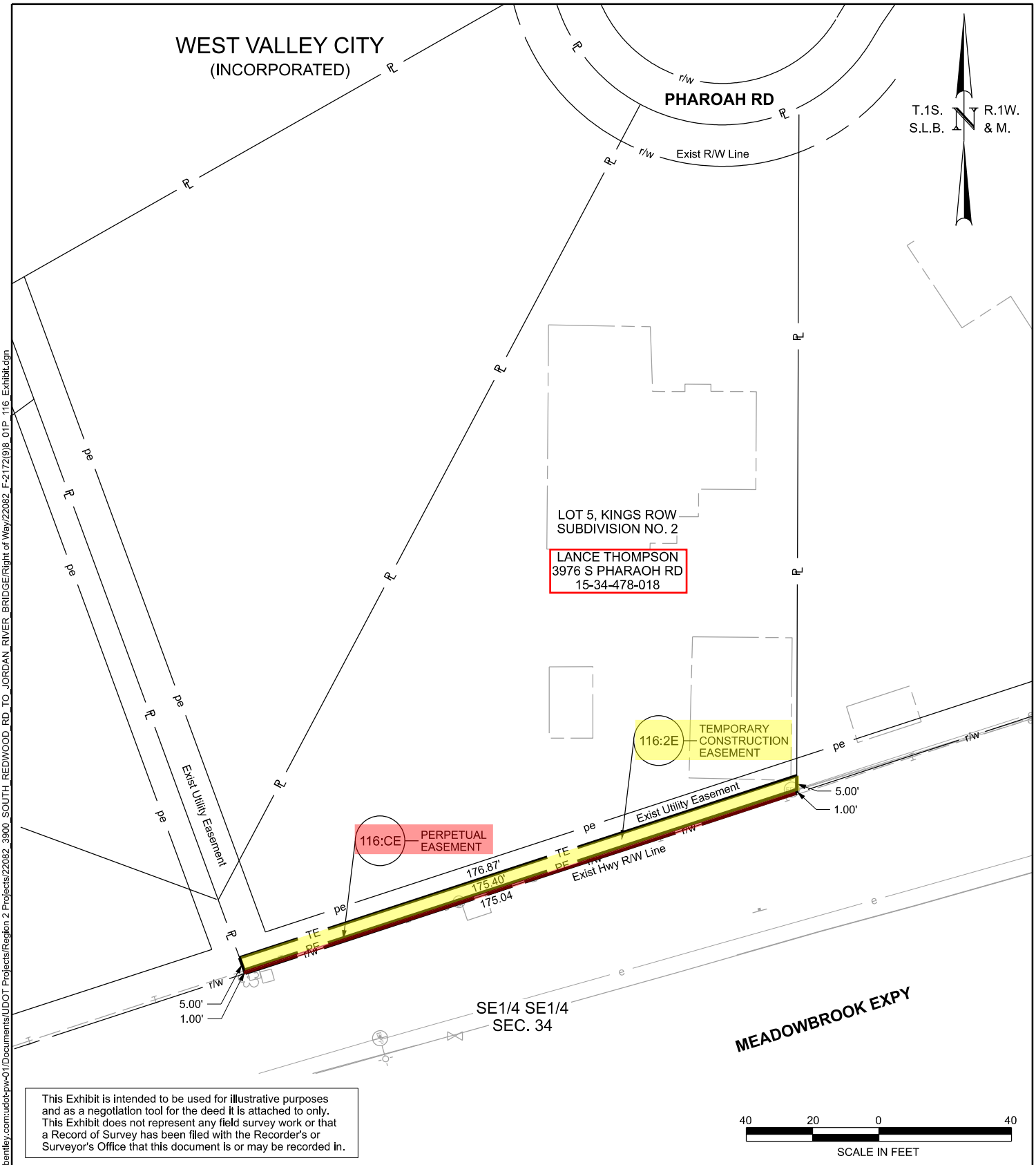
_____ _____
Signature Date
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____ , 20___.

SEAL

_____
Notary Public



This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
116:CE	LANCE THOMPSON	0.004	175	NONE	0.590	PERPETUAL	
116:2E	LANCE THOMPSON	0.020	880	NONE	0.590	TEMPORARY	

EXHIBIT NO. 116-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	LANCE THOMPSON
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADRESS:	3976 S PHARAOH RD
	TO JORDAN RIVER BRIDGE	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2172(9)8 PIN 22082	REGION 2 - KIMLEY-HORN	

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_01P_116_Exhibit.dgn

13-MAR-2026

This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

40 20 0 40
SCALE IN FEET

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
116:CE	LANCE THOMPSON	0.004	175	NONE	0.590	PERPETUAL	
116:2E	LANCE THOMPSON	0.020	880	NONE	0.590	TEMPORARY	

EXHIBIT NO. 116-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	LANCE THOMPSON
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADRESS:	3976 S PHARAOH RD
	TO JORDAN RIVER BRIDGE	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2172(9)8 PIN 22082	REGION 2 - KIMLEY-HORN	

DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_01P_116_Exhibit.dgn

13-MAR-2026