

**Tremonton City Corporation
Redevelopment Agency Meeting
June 2, 2015
Meeting to be held immediately following Tremonton City Council Meeting
which is scheduled at 7:00 p.m.
102 South Tremont Street
Tremonton, Utah**

AGENDA

1. Approval of agenda
2. Approval of minutes – May 19, 2015
3. New Business:
 - a. Discussion and consideration of approving Resolution No. RDA 15-03 adopting a Wall Mural Artist Professional Services Agreement between Jason Nessen and Tremonton City RDA to paint wall a mural of the Volunteer Fire Department Circa 1930's on a building located at 51 South 100 West - Tom Greer's Building
4. Adjournment

*Persons with disabilities needing special assistance to
participate in this meeting should contact
Darlene Hess no later than 48 hours prior to the meeting.*

*Anchor location for Electronic Meeting by Telephone Device. With the adoption of Ordinance
No. 13-04, the Board may participate per Electronic Meeting Rules. Those eligible to request
participation by electronic means should contact Darlene Hess, City Recorder no later than 48
hours prior to the meeting to make arrangements.*

Notice was posted June 1, 2015, a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after said meeting. A copy of the agenda was delivered to the Leader (Newspaper) on June 1, 2015.

Darlene S. Hess, Executive Secretary

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TREMONTON CITY CORPORATION REDEVELOPMENT AGENCY May 19, 2015

Board Members Present:

Roger Fridal, Chairman
Diana Doutre, Board Member
Lyle Holmgren, Board Member
Jeff Reese, Board Member
Bret Rohde, Board Member
Byron Wood, Board Member
Shawn Warnke, Executive Director
Darlene Hess, Executive Secretary

Chairman Fridal called the Tremonton Redevelopment Agency Meeting to order at 7:41 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Chairman Fridal, Board Members Doutre, Holmgren, Reese, Rohde, and Wood, Executive Director Warnke, and Executive Secretary Hess. Also in attendance was Director Fulgham (left at 7:45 p.m.)

1. Approval of agenda:

Motion by Board Member Reese to approve the May 19, 2015 agenda. Motion seconded by Board Member Rohde. Vote: Board Member Doutre - aye, Board Member Holmgren - aye, Board Member Reese - aye, Board Member Rohde - aye, and Board Member Wood - aye. Motion approved.

2. Approval of minutes – April 7, 2015

Motion by Board Member Wood to approve the minutes of April 7, 2015. Motion seconded by Board Member Holmgren. Vote: Board Member Doutre - aye, Board Member Holmgren - aye, Board Member Reese - aye, Board Member Rohde - aye, and Board Member Wood - aye. Motion approved.

3. Public Hearing:

Chairman Fridal called a Public Hearing to order at 7:57 p.m. to consider adopting the Tentative Budget for the RDA. There was one person in attendance.

- a. To consider adopting the proposed Tentative Budget entitled “The Redevelopment Agency of Tremonton City Annual Implementation Budget 2015-2016 for RDA District #2 Fund – Downtown; Tremonton West Liberty Foods EDA 172; and Tremonton Freeway and Garland CEM (RDA #3) 197, for the

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period commencing July 1, 2015 and ending June 30, 2016.

There were no public comments. Chairman Fridal closed the Public Hearing at 7:58 p.m.

4. New Business:

- a. Discussion and consideration of adopting Resolution No. RDA No. 15-02a adopting the proposed Tentative Budget entitled "The Redevelopment Agency of Tremonton City Annual Implementation Budget 2015-2016 for RDA District #2 Fund – Downtown; Tremonton West Liberty Foods EDA 172; and Tremonton Freeway and Garland CEM (RDA #3) 197” for the fiscal year commencing July 1, 2015 and ending June 30, 2016

Motion by Board Member Reese to adopt Resolution No. RDA 15-02a. Motion seconded by Board Member Wood. Roll Call Vote: Board Member Doure - aye, Board Member Holmgren - aye, Board Member Reese - aye, Board Member Rohde - aye, and Board Member Wood - aye. Motion approved.

- b. 2014 Tax Increment and Distribution – Shawn Warnke, Executive Director

1) Freeway Interchange Project Area

Manager Warnke noted the Freeway Interchange Project Area includes the corner of 1000 North and 1000 West. The 2015-2016 Fiscal Year will be the last year to collect tax increment in this Project Area. This Project Area has three obligations for repayment from the tax increment: 1) \$75K to Tremonton City for fiber optic infrastructure, 2) the remaining balance to MOM Brands for reimbursement for wastewater treatment capacity, 3) a loan to the RDA from Tremonton City’s utility fund, which will likely go unpaid, for infrastructure for water and sewer. The infrastructure has been a good investment for the City.

The City will not receive the \$75K funds from the Freeway Interchange Project Area for fiber optic infrastructure after the 2015-2016 Fiscal Year but will get the City’s portion of the property taxes in Fiscal Year 2016-2017 for the taxable value within this Project Area.

2) West Liberty Foods Economic Development Area

The West Liberty Foods Economic Development Area is in the seventh year and the RDA has three years remaining in which it will collect tax increment. Manager Warnke combined the Tax Increment Distribution and the annual report from item 4 (c). This year the Project Area received \$1.4M, with 20% retained by the RDA for Affordable Low

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Income Housing Projects which equated to approximately \$289K. . The RDA is using the Funds, along with some funds from the County and from grants for the Neighborhood Improvement Program. The program provides new roofs for low income homeowners. There has not been a good response to the Neighborhood Improvement Program yet within Tremonton City. The income limits were changed to allow more to qualify.

The other 80% was distributed to West Liberty Foods and/or Millard Refrigeration depending on the percentage of tax paid. Millard Refrigeration received a check for approximately \$126K. Manager Warnke stated that approximately \$1M was distributed back to West Liberty Foods.

Councilmember Rohde asked if the program is limited to residents in City limits. Manager Warnke explained that these funds had to be used in the City limits; however, Box Elder County has funds available to help with improvements for homes in the County.

- c. 2014 Annual Agency Reports – Shawn Warnke, Executive Director
 - 1) Freeway Interchange Project Area
 - 2) West Liberty Foods Economic Development Area
 - 3) Tremont Center Community Development Project Area

These items were discussed above with item 4 (b)(2).

- 5. Calendar Items
 - a. Taxing Entity Committee Meeting scheduled for June 18, 2015 at 3:30 p.m. at the Tremonton City Offices
- 6. Adjournment

Motion by Board Member Doutre to adjourn the meeting. Motion seconded by Board Member Holmgren. Vote: Board Member Doutre - aye, Board Member Holmgren - aye, Board Member Reese - aye, Board Member Rohde - aye, and Board Member Wood - aye. Motion approved.

The meeting adjourned at 8:12 p.m.

The undersigned duly acting and appointed Executive Secretary for Tremonton City Corporation Redevelopment Agency hereby certifies that the foregoing is a true and correct copy of the

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minutes for the RDA Meeting held on the above referenced date. Minutes were prepared by Cynthia Nelson.

Dated this _____ day of _____, 2015.

Darlene Hess, Executive Secretary

TREMONTON CITY
RDA BOARD MEETING
JUNE 2, 2015

TITLE:	Discussion and consideration of approving Resolution No. RDA 15-03 adopting a Wall Mural Artist Professional Services Agreement between Jason Nessen and Tremonton City RDA to paint wall a mural of the Volunteer Fire Department Circa 1930's on a building located at 51 South 100 West- Tom Greer's Building
FISCAL IMPACT:	Described below in the body of the report
PRESENTER:	Shawn Warnke, City Manager & Jason Nessen, Artist (schedule permitting)

PREFACE:

Over the past year Tremonton City has added two additional wall murals to its collection. These efforts along with plans to create additional murals have received positive publicity. Specifically, there have been 4 articles within the last year in the Ogden Standard. Moreover, the Ogden Standard Examiner is also targeting the Tremonton Murals for their cover story for their July magazine which, inserted in subscriber's papers, entitled the "Wasatch View". In addition to the positive support of the media the City has also received the financial support to create these murals. So far there has been approximately \$18,000 of grant funding or donations received by the City/RDA to create these works of art.

RECOMMENDATION:

I move that the RDA Board approval Resolution No. RDA 15-03 a Wall Mural Artist Professional Services Agreement between Jason Nessen and the RDA to paint wall a mural of the Volunteer Fire Department Circa 1930's on a building located at 51 South 100 West- Tom Greer's Building.

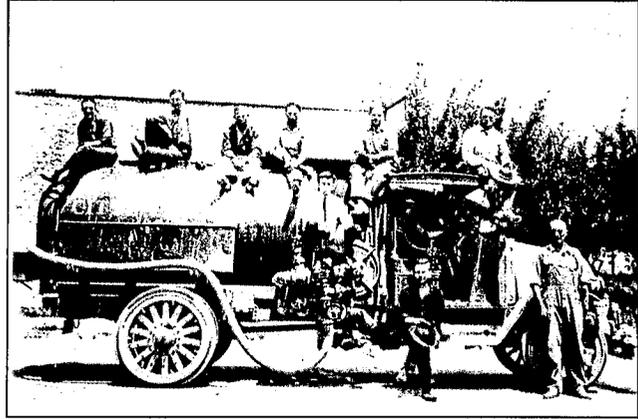
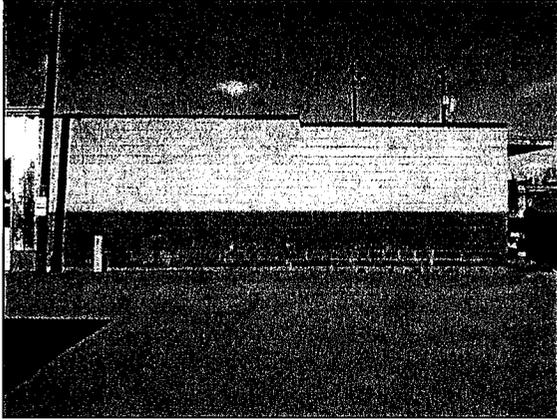
BACKGROUND:

Proposed Wall Mural Locations and Images. There are several factors that contribute to proposing a mural which include but are not limited to such factors as: 1) the proposed image of the mural in context to the location within the City; 2) the image's size and projection fitting the size and orientation of the wall; 3) the property owners consent to allow the wall to be used for painting the proposed image. Below are proposed locations and images of future wall murals; Although the only item on the agenda tonight is to approve a Wall Mural Artist Professional Services Agreement between Jason Nessen and Tremonton City RDA to paint wall a mural of the Volunteer Fire Department Circa 1930's on a building located at 51 South 100 West- Tom Greer's Building.

Circa 1930's Volunteer Fire Department Mural

Subject Image & Location: It is proposed that the RDA authorize the painting of a circa 1930's photograph of the volunteer Fire Department on the south wall of a building located at 51 South 100 West- Tom Greer's Building. More specifically the image is of a group of local residents and businessman serving as "Volunteer Firefighters." The Tremonton Fire Department was officially organized by the City Council on April 4, 1938 and has a rich tradition of service to the community of the Bear River Valley. The image embodies the active role that citizens play in making Tremonton City a great place to live by volunteering and serving. As you know the location of the mural is adjacent to the Fire Station and the terminus of the Civic Center parking lot drive aisle and within the image is the text "City of Tremonton". The wall mural will be approximately 22 feet high and 40 feet long.

Timing: This mural is ready to commence upon the signing of the agreement which is on RDA's agenda for approval.



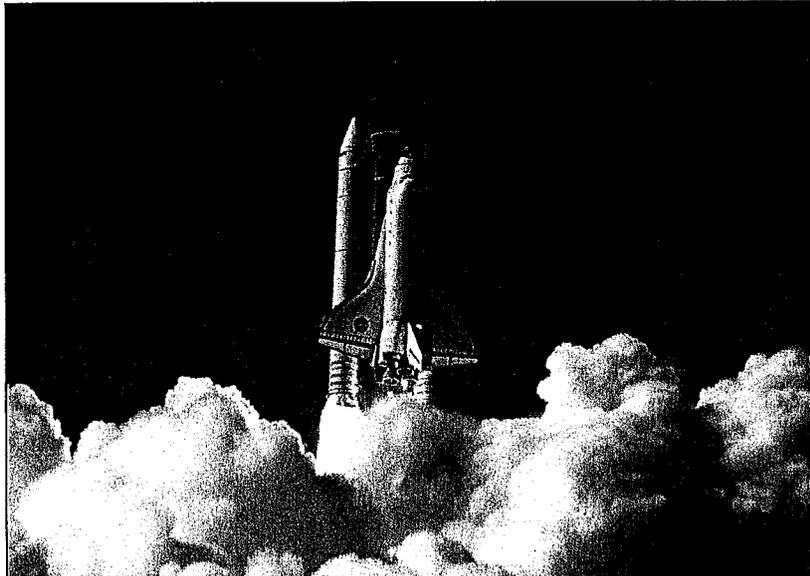
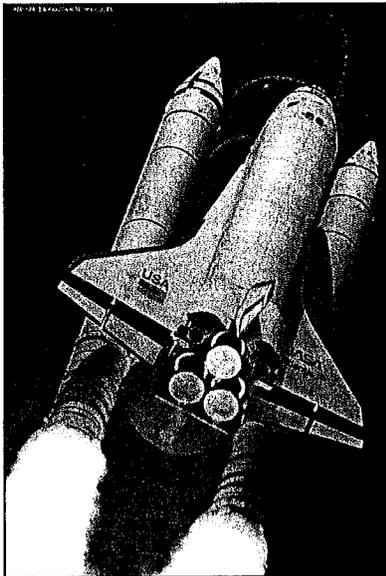
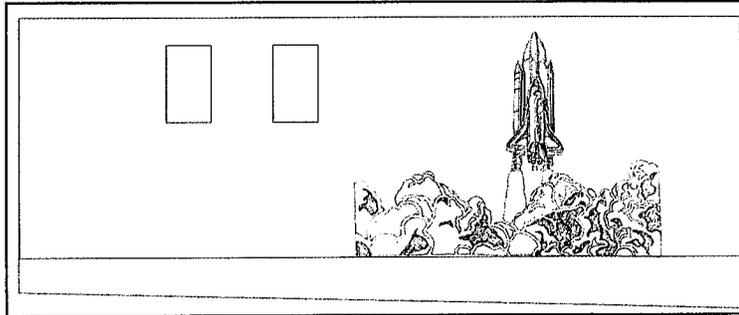
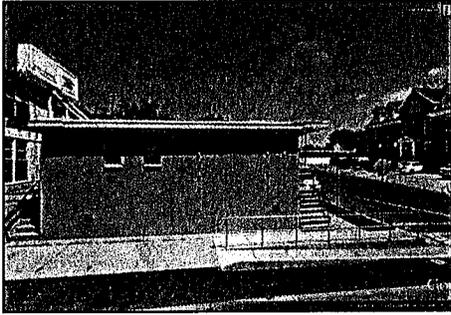
Easement: RDA staff has received an easement for the south wall of a building located at 51 South 100 West, a building which is owned by Tom Greer. There is no access easement needed for this wall mural. The RDA staff will record the easement in the Box Elder County's Recorders Office upon the signing of the Agreement to create the wall mural.

Cost & Funding: Jason has quoted a price of \$5,000 to paint the volunteer fire department photo in sepia tones. The RDA has received \$2,000 from Rocky Mountain Power and \$1,400 from State of Utah towards painting a mural. These funds were originally programmed to be used to fund the space shuttle mural; however, RDA staff is still coordinating the details of the space shuttle mural with the prospective artists. The RDA has some deadlines for the use of the aforementioned funds with the most notable being June 30, 2015. The Women Auxiliary of the Firemen's Association has raised \$350 from the proceeds from their strawberry shortcake sales at the steak fry. Additionally, the Firemen's Association may be able contribute towards the mural as well. The balance of the mural would be paid from fund balance contained in the Fund 71- RDA District #2 Fund- Downtown

Space Shuttle Mural

Subject Image & Location: As you know on March 17, 2015 RDA staff discussed crafting the space shuttle mural/sculpture out of corten steel (rusty steel) and stainless steel (shiny steel) on a building located on south side of a building located at 13 North and 200 East. This wall faces Main Street and has great visibility. The RDA staff believes that crafting the mural out of corten steel and stainless steel at this location will give the space shuttle mural: 1) a uniqueness from all the other murals; 2) visibility and overall great presence on the City's streetscape; and 3) durability.

Originally, it was contemplated that the City would hiring Jason Nessen to manage the creation of a space shuttle mural/sculpture and that Mr. Nessen would work with other craftsman and contractors to create and hang the mural. After some consideration by City staff it is now recommended that the City contract with Tod and Rachel Wadsworth to create the space shuttle mural/sculpture. Together, Tod and Rachel Wadsworth have completed many murals/sculptures made of corten steel and stainless steel and have refined their process and construction means in the process. As such City staff believes that best outcome for this mural would be best to find one entity with the demonstrated ability to handle the design, fabrication, and installation of the mural. Here are some links to the Wadsworth's work: www.wadsco.com/bestofstatesculpture/ www.wadsco.com/bestofstatedigitalart/



Timing: The RDA staff is working with Tod and Rachel Wadsworth, the artist to get the final quote for the cost of creating the mural. Tod is Vice President of R.L. Wadsworth Construction a major construction firm in the west and has been busy putting together several bids for large construction projects and as such the bid to construct the space shuttle mural has been delayed. Additionally, Rachel is moving her artist studio. While there are some delays in the timing of creating this mural, it is anticipated that once the RDA Board enters into the agreement with the artist that the space shuttle mural could fabricate and install within a 3 week period.

Easement: RDA staff has received an easement for the south wall of a building located at 13 North 200 East, a building which is owned by Micah Capener. There is no access easement needed for this wall mural. The RDA staff will record the easement in the Box Elder County's Records Office upon the signing of the agreement to create the wall mural.

Cost & Funding: In talking with Rachel Wadsworth she is estimating that the price to create the mural will be approximately \$4,500. The RDA has received \$1,200 from ATK to create the mural. As noted above the City originally programed some additional grant funds to be applied to this mural; however, due to deadlines the City had to reprogram these grant funds. The location of where the mural will be created is within the Tremont Center CDA and the creation of the mural is an eligible expense. As such it is proposed that the RDA leverages the ATK donation with future tax increment that the RDA will start to receive Spring of 2017; however, in the meantime the funds to pay the Artist would come from 71- RDA District #2 Fund- Downtown.

Driving of the Golden Spike Champagne Photo

Subject Image & Location: Andrew J. Russell's "East and West Shaking Hands at Laying of Last Rail." Commonly known as "The Champagne Photo." As you know the National Park Service maintains the Golden Spike National Historic Site, approximately 27 miles west of Tremonton. Within an 8 mile radius, visitors can experience one hundred years of transportation history by visiting the Golden Spike National

Historic site, where the transcontinental railroad was completed in 1869, and visiting the rocket display at ATK, where scientists helped put a man on the moon exactly 100 years later in 1969. The location of this mural is yet to be determined.



Timing: As described in greater detail below this mural would likely be started in the fall of 2015 after the RDA was notified if there were additional funds granted by the Celebrate the Arts and National Parks Program.

Easement: Since the location of the mural is yet to be determined, RDA staff has not approached any property owners for an easement.

Cost & Funding: The RDA applied for and received a Union Pacific Foundation Grant for \$5,000 to be used for artist fees to paint the iconic image of the driving of the Golden Spike Ceremony. Joan Hammer with Box Elder County Tourism is helping the RDA explore applying for a piece of the \$1 Million in grant funding available to Celebrate the Arts and National Parks. The idea is to try to leverage the \$5,000 with additional grant funds to celebrate the Golden Spike National Monument being in Box Elder County by creating additional public art. The deadline for this grant is Aug 25th. If the RDA does not get any additional grant funding then the RDA will go ahead with the original concept of the painting of the Champagne Photo of the driving of the Golden Spike.

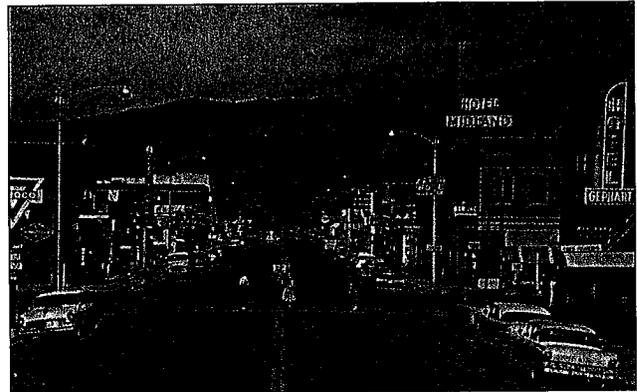
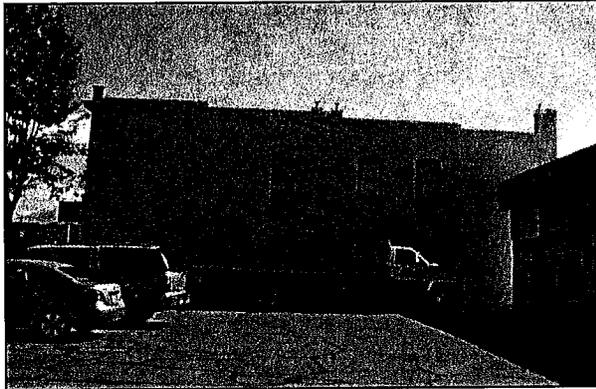
West Main Street Gateway Mural

Subject Image & Location: It is proposed that an image of Tremonton Main Street circa 1950's-1960's be painted on the west wall of a building located at 145 West Main Street. Prominent elements of the historic image include:

- Historic buildings that still exist today on Tremonton City Main Street with the proposed location of the mural being approximately the same vantage point from the 1950's/1960's photo;

- A glimpse of what Tremonton Main Street was like during the 1950's/1960's; and

City staff believes that this historical image would serve as a gateway mural from the west to compliment the welcome mural that exists to the east side. The mural image is a scene from Tremonton Main Street 1950's/1960's and it is proposed that a "Welcome to Tremonton" be painted in 1960's font. This mural is proposed to be in color and would be 50-feet long by 21-feet tall.



Timing: There has been no time schedule programed with this mural.

Easement: City staff is working with Micah Capener to get an easement. Micah has expressed a willingness to sign an easement. The City would also likely need to get an access easement from Allred Auto Body.

Cost & Funding: I have received a price for this mural with the concept image in the amount of \$8,000, which would be in color. The location of where the mural will be created is within the Tremont Center CDA and the creation of the mural is an eligible expense.

Wall Mural Artist Professional Services Agreement.

In order to reduce costs and use City assets to the greatest good, the draft agreement proposes the following:

- That Mr. Nessen be allowed use of the City's man-lift equipment as necessary to complete wall mural (the agreement includes an indemnification clause regarding Mr. Nessen's use of the manlift).
- That the City obtains the necessary easement agreements for the wall mural to be painted on a building.
- That the City prepares the surface of the wall for the wall mural by power washing, repairing bad brick mortar, and spraying a base coat of paint if needed.

Due to the specialized talents and demonstrated abilities associated with creating a wall mural City staff is recommending that the City classify Mr. Jason Nessen as "Single Source Provider" for purposes of complying with the City's purchasing policy. A "Single Source Provider" is one that provides a particular product, part, or service for the City which no other company provides or can reasonable provide. Moreover, the City Council is entering into a professional services agreement with Mr. Nessen and both a "Single Source Provider" and "Professional Services Agreement approved by the City Council" satisfy the City's procurement policies for engaging the work to be done without having multiple bids.

General Background on Wall Murals.

As you know Tremonton City has recently undergone a downtown revitalization and visioning process for its Main Street facilitated by the American Institute of Architect's Sustainable Design Assistance Team. One of the objectives identified through this public planning process was to make downtown more vibrant

through public art.

Providing arts is an important element in making a downtown vibrant. Utah Code 10-7-85 even recognizes the importance of supporting the arts by specifically allowing City's to provide financial assistance to the arts. Specifically, it states the following:

The governing body of any municipality may provide for and appropriate funds for the support of the arts, including music, dance, theatre, crafts and visual, folk and literary art, for the purpose of enriching the lives of its residents and may establish guidelines for the support of the arts.

As you know the City has a local artist, Jason Nessen that has painted wall murals in both Tremonton City and Garland. Wall murals are fairly inexpensive, are easily seen by the public, and are readily available due to the talents of a local artist.

For what is it worth below are some of my thoughts regarding the objectives and guidelines that might be used in picking the subject matter and location of the wall mural.

Objectives:

- Have art work on Main Street/Downtown Area that reflect Tremonton City and the Bear River Valley
- Add visual interest to other wise monotonous walls

Guidelines:

- Walls that make good candidates for wall murals are cinder block walls or brick walls that are already painted
- Find locations that are visible but not overwhelming (avoid locations such intersections of Main Street and Tremont Street). Wall murals or other art work be a feature but not a focal point on Main Street and the downtown area (that is colors and locations of the artwork should be subdued)
- Avoid wall murals on buildings that have prominent architectural features and are historic in nature

Attachments: Draft Resolution and Wall Mural Artist Professional Services Agreement

RESOLUTION NO. RDA 15-03

ADOPTING A WALL MURAL ARTIST PROFESSIONAL SERVICES AGREEMENT BETWEEN JASON NESSEN AND TREMONTON CITY RDA TO PAINT A WALL MURAL OF THE VOLUTEER FIRE DEPARTMENT CIRCA 1930'S ON A BUILDING LOCATED AT 51 SOUTH 100 WEST

WHEREAS, to revitalize Tremonton City's Main Street, Tremonton City recently underwent a Main Street visioning and planning process facilitated by the American Institute of Architects' Sustainable Design Assistance Team ("SDAT"); and

WHEREAS, one of the objectives identified through the aforementioned visioning and planning process was to make downtown more vibrant through public art; and

WHEREAS, Tremonton City RDA applied for and received a grant award for one thousand, six hundred dollars (\$1,600) from the Utah Division of Arts & Museum to have a wall mural painted, which has a mandatory completion date of no later than June 30, 2015; and

WHEREAS, Tremonton City RDA applied for and received a grant award for two thousands, dollars (\$2,000) from the Rocky Mountain Power Foundation to have a wall mural painted in downtown Tremonton; and

WHEREAS, UCA 10-7-85 allows for the governing body of a municipality to provide funds for the arts; and

WHEREAS, Contractor possesses highly specialized skills and talents associated with his ability to create works of art; and

WHEREAS, in accordance with Subsection 5 Procurement Not Requiring Bids, Section II: Purchasing Policy & Contracts of the Tremonton City Personnel Policy and Procedure Manual, the Tremonton City Council and RDA Board deems the Contractor as a single-source provider due to his highly specialized skills and talents and thus is not required to obtain multiple bids; and

WHEREAS, the RDA is desirous to enter into a professional services agreement with Contractor, wherein Contractor will provide to the RDA professional artist services, specific to wall murals; and

WHEREAS, in accordance with Subsection 5 Procurement Not Requiring Bids, Section II: Purchasing Policy & Contracts of the Tremonton City Personnel Policy and Procedure Manual, the Tremonton City RDA is approving a Professional Services Agreement and thus is not required to obtain multiple bids; and

WHEREAS, Contractor is desirous to provide the RDA with professional artist services, specific to wall murals.

NOW, THEREFORE, be it resolved by the RDA Board of Tremonton Utah that a Wall Mural Artist Professional Services Agreement between Jason Nessen and Tremonton City RDA to paint wall a mural of the Volunteer Fire Department Circa 1930's on a building located at 51 South 100 West be approved as contained in Exhibit A.

Adopted and passed by the Board of Directors of the Redevelopment Agency of Tremonton City this 2nd day of June, 2015.

REDEVELOPMENT AGENCY

Roger Fridal, Mayor

ATTEST:

Darlene S. Hess, Executive Secretary

EXHIBIT "A"

WALL MURAL ARTIST
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) for professional wall mural artist services is made by and between Tremonton City Redevelopment Agency, a body corporate and politic of the State of Utah (hereinafter referred to as “RDA”), and Jason Nessen (hereinafter referred to as “Contractor”), individually or jointly the RDA and Contractor shall be referred to as “Party” or “Parties”.

RECITALS

WHEREAS, to revitalize Tremonton City’s Main Street, Tremonton City recently underwent a Main Street visioning and planning process facilitated by the American Institute of Architects’ Sustainable Design Assistance Team (“SDAT”); and

WHEREAS, one of the objectives identified through the aforementioned visioning and planning process was to make downtown more vibrant through public art; and

WHEREAS, Tremonton City RDA applied for and received a grant award for one thousand, six hundred dollars (\$1,600) from the Utah Division of Arts & Museum to have a wall mural painted, which has a mandatory completion date of no later than June 30, 2015; and

WHEREAS, Tremonton City RDA applied for and received a grant award for two thousands dollars (\$2,000) from the Rocky Mountain Power Foundation to have a wall mural painted in downtown Tremonton; and

WHEREAS, the Women Auxiliary of the Firemen’s Association has raised three hundred and fifty dollars (\$350) from the proceeds from their strawberry shortcake sales at the steak fry to donate towards the completion of the mural; and

WHEREAS, UCA 10-7-85 allows for the governing body of a municipality to provide funds for the arts; and

WHEREAS, Contractor possesses highly specialized skills and talents associated with his ability to create works of art; and

WHEREAS, in accordance with Subsection 5 Procurement *Not* Requiring Bids, Section II: Purchasing Policy & Contracts of the Tremonton City Personnel Policy and Procedure Manual, the Tremonton City Council and RDA Board deems the Contractor as a single-source provider due to his highly specialized skills and talents and thus is not required to obtain multiple bids; and

WHEREAS, the RDA is desirous to enter into a professional services agreement with Contractor, wherein Contractor will provide to the RDA professional artist services, specific to wall murals; and

WHEREAS, in accordance with Subsection 5 Procurement *Not* Requiring Bids, Section II: Purchasing Policy & Contracts of the Tremonton City Personnel Policy and Procedure Manual, the Tremonton City RDA is approving a Professional Services Agreement and thus is not required to obtain multiple bids; and

WHEREAS, Contractor is desirous to provide the RDA with professional artist services, specific to wall murals.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. *Services Rendered.* Contractor agrees to provide artist services. Specifically, Contractor agrees to complete and paint, in a professional manner and in sepia tones, the image, in similar form and content, as contained in Exhibit "A" on the wall identified in Exhibit "B". The wall mural shall be approximately 22 feet high and 40 feet long, covering the entire surface of the wall.

The RDA has obtain the necessary easement agreements, as contained in Exhibit "C", specific to the wall identified in Exhibit "B", and shall prepare the surface of the previously identified wall for the wall mural by power washing, repairing bad brick mortar, and spraying a base coat of paint if needed. The RDA shall pay for the paint for the mural which are selected by the Contractor.

2. *Term of Agreement.* The Agreement shall commence on the latter of the date that this Agreement is signed by the Parties and shall terminate upon completion and acceptance of the mural. Additionally, the RDA may terminate at any time, with or without cause, by providing written notice to the Contractor of the termination of this Agreement. If this Agreement is terminated, the Contractor shall provide an invoice to the RDA itemizing and describing reasonable expenses incurred by the Contractor prior to the RDA's termination of the Agreement. The RDA shall pay only reasonable expenses, as determined solely by the RDA's Executive Director, documented in the Contractor's submitted invoice. The Contractor may appeal the RDA Executive Director's decision of amount paid to the RDA Board whose decision shall be final.

3. *Notices.* Any notice sent by either Party shall be sent, to the appropriate address contained herein, certified mail, return receipt requested:

Jason Nessen
459 S 100 W
Wellsville, Utah 84339

Attention RDA Executive Director
Tremonton City RDA
102 South Tremont Street
Tremonton, Utah 84337

3. Compensation/Independent Contractor. Contractor shall be compensated \$5,000 for services rendered as described in Section 1 of this Agreement with half of the funds (\$2,500) payable at the signing of this Agreement. Prior to paying the balance half (\$2,500) of the funds due to the Contractor, the RDA must officially accept the mural as completed, in whole, to the RDA's satisfaction. Acceptance of the mural shall not be unreasonably withheld by the RDA.

Contractor shall not be eligible for employee benefits from the RDA such as, but not limited to, health insurance, dental insurance, life insurance, 401(k) participation, or retirement plans. Furthermore, Contractor shall be compensated as an independent contractor receiving Internal Revenue Service Form 1099 from the RDA at the completion of the Tax year in which work is performed. Excepting Section 4 herein, Contractor shall provide his own materials including but not limited to rollers, brushes, and tools.

4. Use of RDA Equipment. Subject to section 5 herein, Contractor shall be allowed use of the RDA's and or Tremonton City equipment as necessary and when available to complete wall mural. Contractor is acknowledging he is capable of operating any RDA and or Tremonton City equipment and shall be responsible to repair any damage caused to any RDA and or Tremonton City equipment by its use and operation.

5. Indemnity. Contractor agrees to indemnify and hold harmless the RDA and Tremonton City from all liability arising from any and all services provided by Contractor and/or its agents, criminal wrongdoing on the part of Contractor and/or its agents, negligent acts by Contractor and/or its agents, intentional acts by Contractor and/or its agents. Contractor further agrees to indemnify and hold harmless the RDA and Tremonton City for any injury or damage to Contractor or any third party based on Contractor's use of Tremonton City and or Tremonton RDA equipment or equipment provided by the RDA or Tremonton City.

6. Entire Agreement. This Agreement sets forth the entire understanding agreement of the Parties with respect to the subject matters stated herein and supersedes any prior or contemporaneous oral and/or written agreements or representations, if any, between the Parties; that the terms of this Agreement are contractual and not mere recitals; and the Parties acknowledge that no promise or agreement not included in this Agreement has been made, but that they are relying solely upon their own judgment after consultation with their respective attorney or attorneys.

7. Counterparts, Duplicate Copies, and Facsimile Copies. This Agreement may be executed in counterparts such that an Agreement with a complete set of signatures, whether or not on different copies of the page on which the signatures appear, shall constitute a fully-executed agreement; all executed copies of this Agreement shall constitute duplicate originals; and a copy or facsimile signature shall be treated for all purposes as an original signature.

8. Applicable Law, Jurisdiction, and Venue. The Agreement shall be interpreted in accordance with the laws of the state of Utah, and the First District Court of the State of Utah, in and for Box Elder County shall have jurisdiction and be the proper venue for any suit arising here from.

9. *Modification.* The Agreement may not be modified in any manner except in writing signed by each of the Parties.

10. *Authority.* The undersigned each represents that they have full authority to sign this Agreement and to enter into this Agreement on behalf of the Party to the Agreement so reflected by each signature.

11. *Incorporation of Recitals and Exhibits.* All recitals and exhibits contained herein and/or attached hereto are hereby incorporated into the Agreement.

12. *Severability.* In the event that any portion of this Agreement is nullified or voided by a Court of competent jurisdiction, that portion shall be severed from the remainder of the Agreement, and all other portions of the Agreement shall remain in full force.

13. *Attorney's Fees and Costs.* In the event of any litigation arising here from, the prevailing Party shall be entitled to collect from the non-prevailing Party, all costs of litigation and collection including, but not limited to, attorney's fees and costs of suit and collection.

14. *Copyright; Right of Use.* The RDA and Tremonton City shall retain the following rights, together with the copyright, to the mural created by the Contractor:

(i). To use the mural or reproductions of the mural or mural image for publicity and/or fund raising purposes, and to license souvenirs of said mural.

(ii). To allow members of the public to photograph or video the mural for non-commercial purposes.

(iii). To allow the various members of the media, including, but not limited to newspapers, magazines, newsletters, television stations, and movie makers to photograph, film or video tape the mural.

{REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW ON NEXT PAGE}

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates herein shown below.

**TREMONTON CITY REDEVELOPMENT AGENCY,
A Utah Municipal Corporation**

Roger Fridal, Chair (Date)

Attest:

Darlene Hess, Secretary (Date)

CONTRACTOR

Jason Nessen (Date)

EXHIBIT "A"

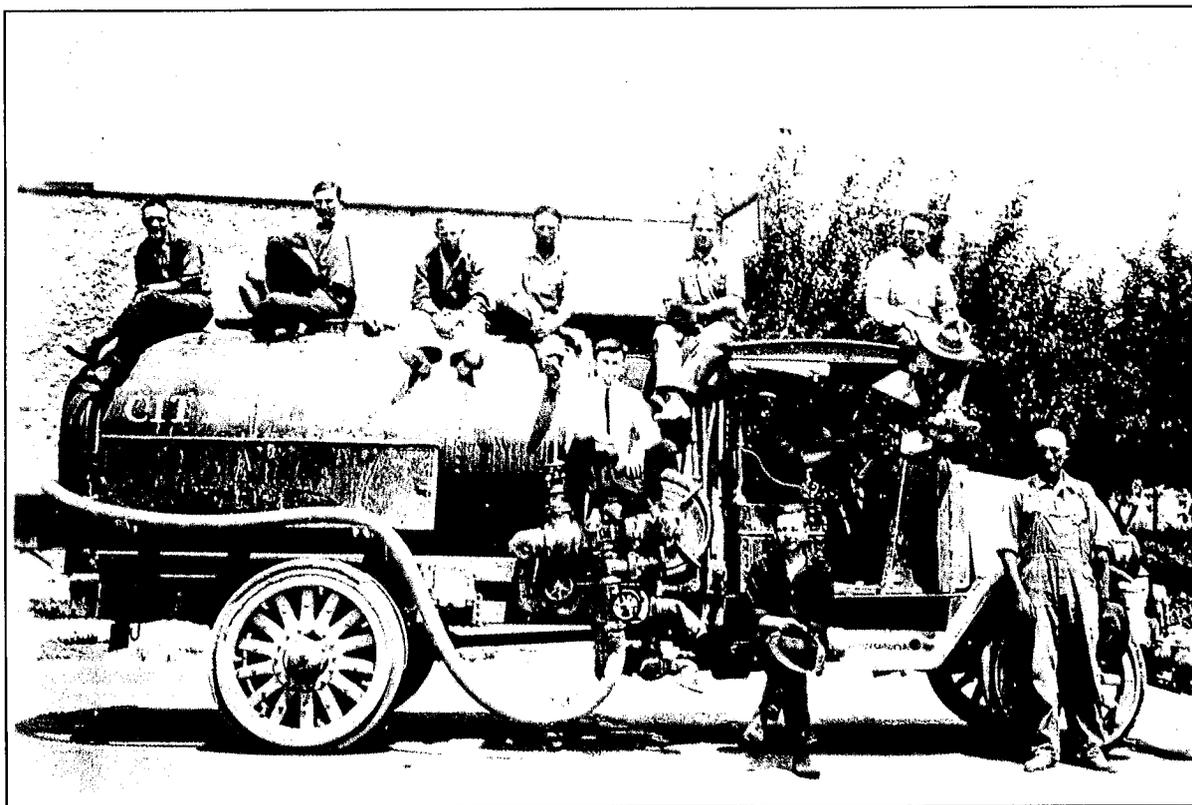


EXHIBIT "B"

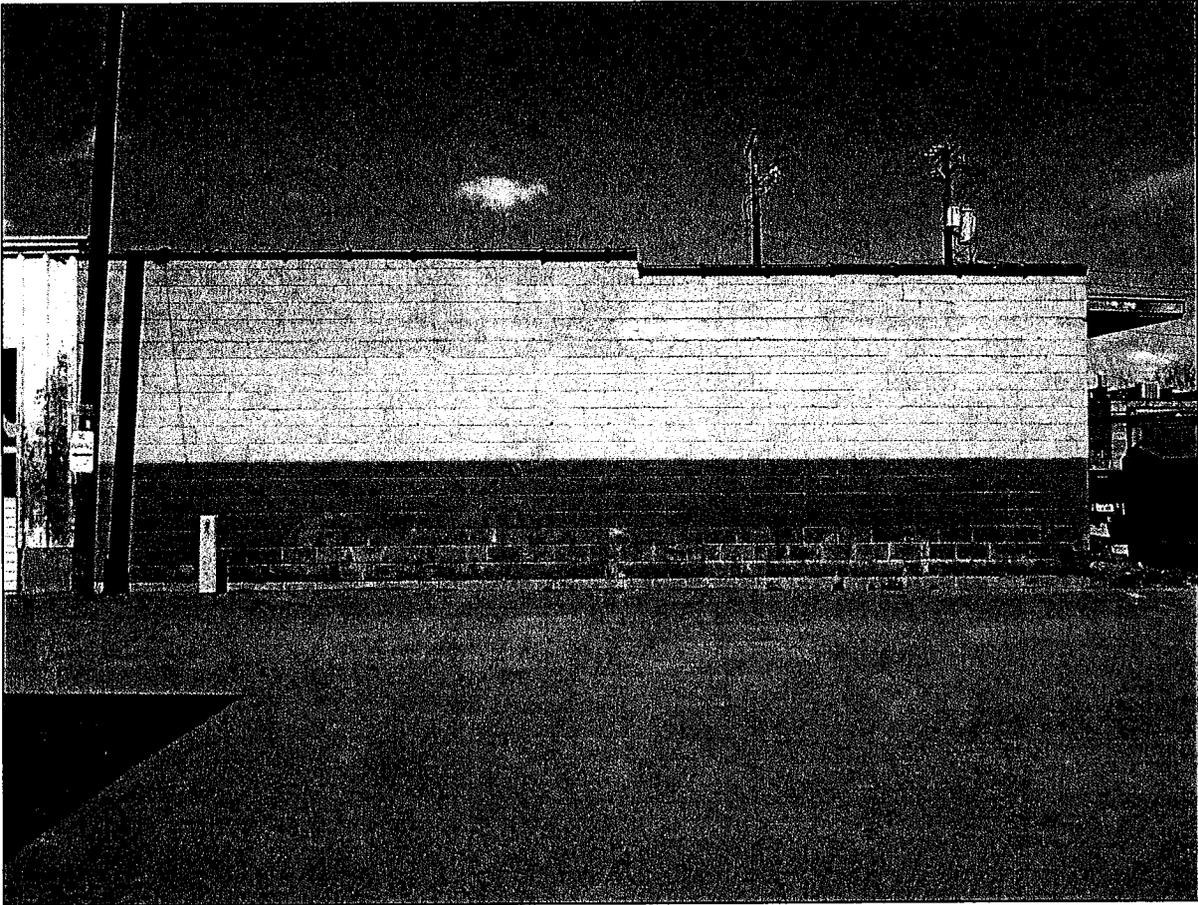


EXHIBIT "C"

When Recorded, Return to:
Tremonton City, Corp.
102 South Tremont Street
Tremonton, Utah 84337

**TREMONTON CITY
WALL MURAL EASEMENT AGREEMENT FOR
PARCEL NO. 05-064-0006**

THIS WALL MURAL EASEMENT AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2015, by and between Tremonton City Corporation, a body corporate and politic of the State of Utah (hereinafter the “City”), and Thomas Greer, Trustee (hereinafter “Owner”). The City and Owner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Owner is the title holder of a building (hereinafter the “Building”), located at 51 South 100 West in the corporate city limits of Tremonton, Box Elder County, Utah, which is more particularly and legally described in Exhibit “A”; and

WHEREAS, the City is desirous to contract with a professional artist for the creation of a wall mural; and

WHEREAS, the Building has an outside wall as part of its structure on which the City is desirous to have a wall mural created; and

WHEREAS, the wall mural created by the professional artist contracted by the City will add value and aesthetic enhancement to the Building.

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

1. EASEMENT TO CITY.

(a) **Grant of Wall Mural Easement to City.** Owner, including his assigns, agents and successors in interest, hereby grants to the City, and its successors in interest and assigns, an exclusive, ten (10) year easement (hereinafter the “Wall Mural Easement”) on the South, exterior wall of the Building as shown in Exhibit “B” for the exclusive purpose of creating and maintaining a wall mural. The Wall Mural Easement shall be for the entirety of the South exterior wall of the Building, which is approximately thirteen (13) feet in height and forty (40) feet in length as depicted in Exhibit “B”, and the City shall have exclusive control over the content that may be attached on the wall and surface for the entirety of the exterior of the South wall. The Owner agrees and authorizes the City to cause to be created any type of mural which may include, but is not limited to, murals that are painted, adhered to, and fastened on to the

wall; such murals may include, but is not limited to, painted murals, mosaic murals, and metal sculpture murals, etc. During the term of the Wall Mural Easement, Owner grants the City and its duly authorized agents, access on and across its property for purposes of creating and maintaining the wall mural. The Owner agrees to limit the permanent and/or periodic placement of objects and/or landscaping that may obstruct or screen the public's view of the wall mural.

(b) **Renewal of Wall Mural Easement.** After the initial ten (10) year Wall Mural Easement term has terminated, if neither Party affirmatively acts, by providing written notice to the other Party of its desire to terminate the Wall Mural Easement, the Wall Mural Easement term shall be automatically renewed for one (1) successive ten (10) year term.

(c) **Masonry Work.** The Owner agrees and authorizes the City to preform any type of masonry work on the South, exterior wall of the Building as shown in Exhibit "B". Said masonry work may include, but is not limited to, inclosing openings in the walls such as windows and doors, eliminating protrusions from the wall, painting the wall, repointing the joints of the wall, drilling into the wall and fastening materials into the wall, etc. Nothing within this paragraph shall be construed to require the City to preform masonry work and all such masonry work shall be done solely at the City's discretion.

2. MAINTENANCE OF THE WALL.

(a) **City Wall Mural Maintenance.** The City shall be solely responsible for any necessary maintenance and/or upkeep of the wall mural due to deterioration caused by the elements, graffiti, genuine maintenance and upkeep of the wall performed by the Owner that defaces the wall mural as described below, or changes to the content of the wall mural. City shall provide seven (7) day advanced notice, in writing, to Owner when any maintenance, upkeep or change in content shall occur to the wall mural.

(b) **Owner Wall Maintenance.** Owner shall be solely responsible for the maintenance and upkeep of the South side of the wall of the Building including but not limited to structural stability, brick and mortar, piping, insulation, natural disaster, electrical, fire, and/or destruction. When the Owner is performing genuine maintenance and upkeep of the Building wall which is the subject of the Wall Mural Easement the Parties acknowledge and accept that the Owner's maintenance and upkeep may deface the wall mural. In performing maintenance and upkeep the Owner or the Owners duly authorized agent performing the maintenance shall try to limit the amount of area that will deface the wall mural. Excepting emergency situations, Owner shall provide seven (7) day advanced notice, in writing, to the City of any maintenance or upkeep to the South wall of the Building, the nature of the maintenance and upkeep, and if the maintenance and upkeep is anticipated to deface the wall mural. In the case of emergency maintenance or upkeep to the South wall of the Building, Owner shall give the City as much advanced notice as is reasonably possible.

(c) **Wall Mural Restoration following Wall Maintenance.** Following genuine wall maintenance pertaining to structural stability, brick and mortar, piping, insulation, natural disaster, electrical, fire, and/or destruction, City shall restore the wall mural in the manner the City deems.

3. MISCELLANEOUS TERMS AND CONDITIONS.

(a) **Covenant Running with the Land.** Owner and the City hereby declare that the Wall Mural Easement from Owner to the City shall run with the land and shall be recorded in the Box Elder County Recorder's Office by the City.

(b) **Integration.** It is mutually understood and agreed that this Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

(c) **Attorney's Fees, Jurisdiction, and Venue.** In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court. The Parties further agree that the First District Court of Box Elder County shall have exclusive jurisdiction and venue of any action arising from this Agreement.

(d) **Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

(e) **Captions.** The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

(f) **Construction.** This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

(g) **Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

(h) **No Third Party Beneficiaries.** This Agreement shall not be deemed to create any right in any person who is not a party (other than the permitted successors and assigns of a Party) and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third party (other than permitted successors and assigns of a Party hereto).

(i) **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits to the Agreement are hereby incorporated as legally effective provisions to the Agreement.

(j) **Interpretation.** This Agreement shall be interpreted under the laws of the State of Utah.

(k) **Notices.** Any written notice as required in the Agreement shall be sent as follows:

To the City: Attention City Manager
 Tremonton City
 102 South Tremont Street
 Tremonton, Utah 84337

To Owner: Thomas Greer, Trustee
 585 East David Drive
 Tremonton, UT 84337

(l) **Mutual Indemnification.** Owner hereby agrees to indemnify and hold the City harmless from any liability alleged against the City for which the cause stems from the action(s) or negligence of Owner and/or its agents. Likewise, the City hereby agrees to indemnify and hold the Owner harmless from any liability alleged against the Owner for which the cause stems from the action(s) or negligence of the City and/or its agents.

(m) **Copyright; Right of Use.** The City shall retain the following rights, together with the copyright, to the mural placed on said building:

(i). To use the mural or reproductions of the mural or mural image for publicity and/or fund raising purposes, and to license souvenirs of said mural.

(ii). To allow members of the public to photograph or video the mural for non-commercial purposes.

(iii). To allow the various members of the media, including, but not limited to newspapers, magazines, newsletters, television stations, and movie makers to photograph, film or video tape the mural.

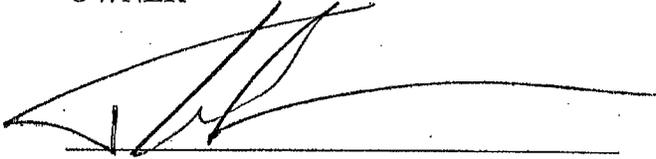
(iv). The City may make or authorize the making of maps, pamphlets, or similar items which show the mural and the murals location.

(n) **Ownership of Mural.** The City shall retain ownership of any materials that are painted, adhered to, and fastened onto the wall that creates the wall mural. The City may remove or paint over the mural at the end of the term of this Agreement. Nothing within this paragraph shall be construed to require the City to remove or paint over the mural.

(o) **Authority.** The undersigned each represents that they have full authority to sign this Agreement and to enter into this Agreement on behalf of the Party to the Agreement so reflected by each signature.

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

OWNER

A handwritten signature in black ink, appearing to read 'Roger Fridal', is written over a horizontal line. The signature is stylized with several loops and a long horizontal stroke at the end.

TREMONTON CITY CORPORATION
A body Corporate and Politic of the State
of Utah

BY: _____
ROGER FRIDAL, Mayor

ATTEST:

City Recorder

Exhibit "A"

Parcel Number 05-064-0006

BEG AT SE COR OF LOT 10, BLK 11, PLAT A, TREMONTON SURVEY, W 60 FT, N 50 FT, E 60 FT, S 50 FT TO BEG. Containing 0.06 acres.

Exhibit "B"

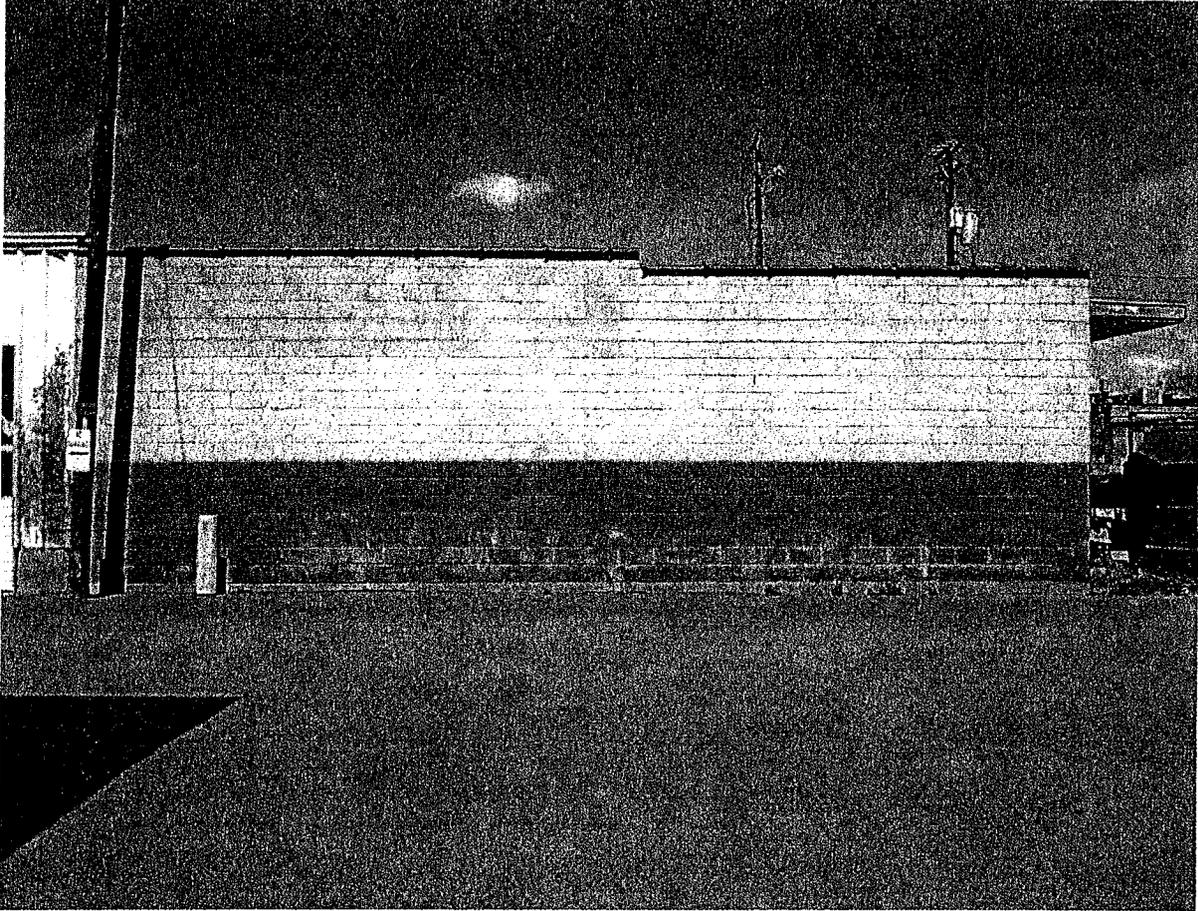


EXHIBIT "C"

When Recorded, Return to:
Tremonton City, Corp.
102 South Tremont Street
Tremonton, Utah 84337

**TREMONTON CITY
WALL MURAL EASEMENT AGREEMENT FOR
PARCEL NO. 05-064-0006**

THIS WALL MURAL EASEMENT AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2015, by and between Tremonton City Corporation, a body corporate and politic of the State of Utah (hereinafter the "City"), and Thomas Greer, Trustee (hereinafter "Owner"). The City and Owner are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Owner is the title holder of a building (hereinafter the "Building"), located at 51 South 100 West in the corporate city limits of Tremonton, Box Elder County, Utah, which is more particularly and legally described in Exhibit "A"; and

WHEREAS, the City is desirous to contract with a professional artist for the creation of a wall mural; and

WHEREAS, the Building has an outside wall as part of its structure on which the City is desirous to have a wall mural created; and

WHEREAS, the wall mural created by the professional artist contracted by the City will add value and aesthetic enhancement to the Building.

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

1. EASEMENT TO CITY.

(a) **Grant of Wall Mural Easement to City.** Owner, including his assigns, agents and successors in interest, hereby grants to the City, and its successors in interest and assigns, an exclusive, ten (10) year easement (hereinafter the "Wall Mural Easement") on the South, exterior wall of the Building as shown in Exhibit "B" for the exclusive purpose of creating and maintaining a wall mural. The Wall Mural Easement shall be for the entirety of the South exterior wall of the Building, which is approximately thirteen (13) feet in height and forty (40) feet in length as depicted in Exhibit "B", and the City shall have exclusive control over the content that may be attached on the wall and surface for the entirety of the exterior of the South wall. The Owner agrees and authorizes the City to cause to be created any type of mural which may include, but is not limited to, murals that are painted, adhered to, and fastened on to the

wall; such murals may include, but is not limited to, painted murals, mosaic murals, and metal sculpture murals, etc. During the term of the Wall Mural Easement, Owner grants the City and its duly authorized agents, access on and across its property for purposes of creating and maintaining the wall mural. The Owner agrees to limit the permanent and/or periodic placement of objects and/or landscaping that may obstruct or screen the public's view of the wall mural.

(b) **Renewal of Wall Mural Easement.** After the initial ten (10) year Wall Mural Easement term has terminated, if neither Party affirmatively acts, by providing written notice to the other Party of its desire to terminate the Wall Mural Easement, the Wall Mural Easement term shall be automatically renewed for one (1) successive ten (10) year term.

(c) **Masonry Work.** The Owner agrees and authorizes the City to preform any type of masonry work on the South, exterior wall of the Building as shown in Exhibit "B". Said masonry work may include, but is not limited to, inclosing openings in the walls such as windows and doors, eliminating protrusions from the wall, painting the wall, repointing the joints of the wall, drilling into the wall and fastening materials into the wall, etc. Nothing within this paragraph shall be construed to require the City to preform masonry work and all such masonry work shall be done solely at the City's discretion.

2. MAINTENANCE OF THE WALL.

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(b) **Owner Wall Maintenance.** Owner shall be solely responsible for the maintenance and upkeep of the South side of the wall of the Building including but not limited to structural stability, brick and mortar, piping, insulation, natural disaster, electrical, fire, and/or destruction. When the Owner is performing genuine maintenance and upkeep of the Building wall which is the subject of the Wall Mural Easement the Parties acknowledge and accept that the Owner's maintenance and upkeep may deface the wall mural. In performing maintenance and upkeep the Owner or the Owners duly authorized agent performing the maintenance shall try to limit the amount of area that will deface the wall mural. Excepting emergency situations, Owner shall provide seven (7) day advanced notice, in writing, to the City of any maintenance or upkeep to the South wall of the Building, the nature of the maintenance and upkeep, and if the maintenance and upkeep is anticipated to deface the wall mural. In the case of emergency maintenance or upkeep to the South wall of the Building, Owner shall give the City as much advanced notice as is reasonably possible.

(c) **Wall Mural Restoration following Wall Maintenance.** Following genuine wall maintenance pertaining to structural stability, brick and mortar, piping, insulation, natural disaster, electrical, fire, and/or destruction, City shall restore the wall mural in the manner the City deems.

3. MISCELLANEOUS TERMS AND CONDITIONS.

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(b) **Integration.** It is mutually understood and agreed that this Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

(c) **Attorney's Fees, Jurisdiction, and Venue.** In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court. The Parties further agree that the First District Court of Box Elder County shall have exclusive jurisdiction and venue of any action arising from this Agreement.

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 Tremonton, UT 84337

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

OWNER

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TREMONTON CITY CORPORATION
A body Corporate and Politic of the State
of Utah

BY: _____
ROGER FRIDAL, Mayor

ATTEST:

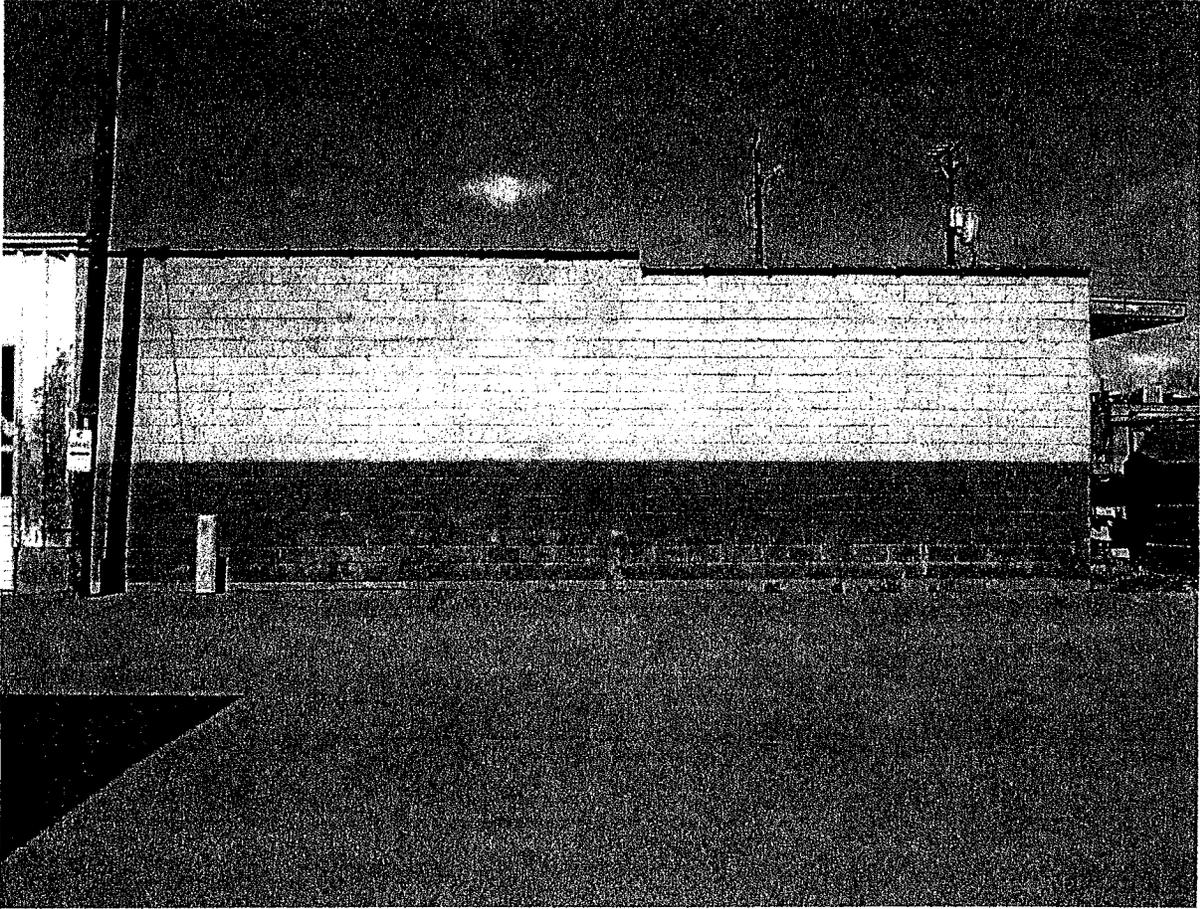
City Recorder

Exhibit "A"

Parcel Number 05-064-0006

BEG AT SE COR OF LOT 10, BLK 11, PLAT A, TREMONTON SURVEY, W 60 FT, N 50 FT, E 60 FT, S 50 FT TO BEG. Containing 0.06 acres.

Exhibit "B"



When Recorded, Return to:
Tremonton City, Corp.
102 South Tremont Street
Tremonton, Utah 84337

**TREMONTON CITY
WALL MURAL EASEMENT AGREEMENT FOR
PARCEL NO. 05-064-0006**

THIS WALL MURAL EASEMENT AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2015, by and between Tremonton City Corporation, a body corporate and politic of the State of Utah (hereinafter the “City”), and Thomas Greer, Trustee (hereinafter “Owner”). The City and Owner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

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3. MISCELLANEOUS TERMS AND CONDITIONS.

(a) **Covenant Running with the Land.** Owner and the City hereby declare that the Wall Mural Easement from Owner to the City shall run with the land and shall be recorded in the Box Elder County Recorder's Office by the City.

(b) **Integration.** It is mutually understood and agreed that this Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

(c) **Attorney's Fees, Jurisdiction, and Venue.** In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court. The Parties further agree that the First District Court of Box Elder County shall have exclusive jurisdiction and venue of any action arising from this Agreement.

(d) **Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

(e) **Captions.** The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

(f) **Construction.** This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

(g) **Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

(h) **No Third Party Beneficiaries.** This Agreement shall not be deemed to create any right in any person who is not a party (other than the permitted successors and assigns of a Party) and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third party (other than permitted successors and assigns of a Party hereto).

(i) **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits to the Agreement are hereby incorporated as legally effective provisions to the Agreement.

(j) **Interpretation.** This Agreement shall be interpreted under the laws of the State of Utah.

(k) **Notices.** Any written notice as required in the Agreement shall be sent as follows:

To the City: Attention City Manager
 Tremonton City
 102 South Tremont Street
 Tremonton, Utah 84337

To Owner: Thomas Greer, Trustee
 585 East David Drive
 Tremonton, UT 84337

(l) **Mutual Indemnification.** Owner hereby agrees to indemnify and hold the City harmless from any liability alleged against the City for which the cause stems from the action(s) or negligence of Owner and/or its agents. Likewise, the City hereby agrees to indemnify and hold the Owner harmless from any liability alleged against the Owner for which the cause stems from the action(s) or negligence of the City and/or its agents.

(m) **Copyright; Right of Use.** The City shall retain the following rights, together with the copyright, to the mural placed on said building:

(i). To use the mural or reproductions of the mural or mural image for publicity and/or fund raising purposes, and to license souvenirs of said mural.

(ii). To allow members of the public to photograph or video the mural for non-commercial purposes.

(iii). To allow the various members of the media, including, but not limited to newspapers, magazines, newsletters, television stations, and movie makers to photograph, film or video tape the mural.

(iv). The City may make or authorize the making of maps, pamphlets, or similar items which show the mural and the murals location.

(n) **Ownership of Mural.** The City shall retain ownership of any materials that are painted, adhered to, and fastened onto the wall that creates the wall mural. The City may remove or paint over the mural at the end of the term of this Agreement. Nothing within this paragraph shall be construed to require the City to remove or paint over the mural.

(o) **Authority.** The undersigned each represents that they have full authority to sign this Agreement and to enter into this Agreement on behalf of the Party to the Agreement so reflected by each signature.

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

OWNER

A handwritten signature in black ink, appearing to read 'Roger Fridal', is written over a horizontal line. The signature is stylized and cursive.

TREMONTON CITY CORPORATION
A body Corporate and Politic of the State
of Utah

BY: _____
ROGER FRIDAL, Mayor

ATTEST:

City Recorder

Exhibit "A"

Parcel Number 05-064-0006

BEG AT SE COR OF LOT 10, BLK 11, PLAT A, TREMONTON SURVEY, W 60 FT, N 50 FT, E 60 FT, S 50 FT TO BEG. Containing 0.06 acres.

Exhibit "B"

