



A Special Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, September 6, 2022, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the 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>.

SCOTT HARMON, CHAIR
TOM HUYNH, VICE CHAIR

A G E N D A

1. Call to Order- Chair Scott Harmon
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. August 23, 2022 (Special Meeting)
5. Resolutions:
 - A. 22-07: Authorize the Agency to Execute a Real Estate Purchase and Sale Agreement with Thomas and Nancy Bruzenak for Properties Located at 3043

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

West Lehman Avenue and 3064-3066 West Lehman Avenue

6. Adjourn

**MINUTES OF THE REDEVELOPMENT AGENCY SPECIAL MEETING – AUGUST 23,
2022
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THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY MET IN SPECIAL SESSION ON TUESDAY, AUGUST 23, 2022, AT 7:20 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN SCOTT HARMON.

THE FOLLOWING MEMBERS WERE PRESENT:

Scott Harmon, Chair
Jake Fitisemanu
William Whetstone
Tom Huynh
Don Christensen (*electronically*)
Lars Nordfelt

ABSENT:

Karen Lang

STAFF PRESENT:

Wayne Pyle, City Manager
Nichole Camac, City Recorder
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief (*electronically*)
John Evans, Fire Chief
Jim Welch, Finance Director (*electronically*)
Steve Pastorik, CED Director
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Jason Erekson, Acting Parks and Recreation Director (*electronically*)
John Flores, HR Director (*electronically*)
Sam Johnson, Strategic Communications Director
Ken Cushing, IT (*electronically*)

APPROVAL OF MINUTES OF REGULAR MEETING HELD JUNE 28, 2022

The Board considered Minutes of the Special Meeting held June 28, 2022. There were no changes, corrections or deletions.

Mr. Huynh moved to approve the Minutes of the Special Meeting held June 28, 2022. Mr. Whetstone seconded the motion.

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

**RESOLUTION 22-05: EXTEND A LOAN TO WEST VALLEY CITY,
APPROVE INTERAREA LOANS, AND AUTHORIZE THE EXECUTION
OF A PROMISSORY NOTE**

Wayne Pyle, City Manager, presented proposed Resolution 22-05 that would extend a Loan to West Valley City, Approve Interarea Loans, and Authorize the Execution of a Promissory Note

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

Programming at the Maverik Center is a critical component to driving increased economic growth at the venue. In order for the city to optimize revenue and sustainable revenue growth, it needs the increased ability to procure programming and promote or co-promote shows independently.

Standard industry practice is for promoters to pay the performer a deposit (generally 50% of projected ticket sales, but it varies) upon execution of the agreement to secure the date. Upon the performance occurring, the event gross revenue is reconciled, and the funds replenished. This line of credit will solely be used to secure the artist's deposits. These standard deposits are low risk, as it is rare that a performer will sell less than 50% of projected ticket sales - when the aggregate of deposits is pooled together amongst numerous shows, the risk is further mitigated.

Presently, the City (through Centennial Management) participates in promotion or co-promotion on a limited basis using the annual operating budget. This \$1,000,000.00 loan from the WVC RDA will provide the City the opportunity to significantly increase revenue, economic impact, and programming by immediately increasing the ability to procure shows and events at the venue more competitively and with more frequency.

Councilmember Whetstone stated that he recognizes the importance but would prefer to use RDA funds on direct Redevelopment. Councilmember Fitisemanu stated that he agrees but also understands that using the funds this way will help local businesses, improve perception, and potentially draw in corporate partners.

Upon inquiry by Chairman Harmon there were no further questions from members of the Agency, and he called for a motion.

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Mr. Nordfelt moved to approve Resolution 22-05.

Mr. Huynh seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Whetstone	No
Mr. Huynh	Yes
Ms. Lang	Absent
Mr. Nordfelt	Yes
Mr. Christensen	Yes
Chairman Harmon	Yes

Majority.

**RESOLUTION 22-06: AUTHORIZE THE REDEVELOPMENT AGENCY
OF WEST VALLEY CITY TO RENEW THE HOMETOWN SCHOLARS
CONTRIBUTION AGREEMENT WITH THE UNIVERSITY OF UTAH**

Wayne Pyle, City Manager, presented proposed Resolution 22-06 that would authorize the Redevelopment Agency of West Valley City to Renew the Hometown Scholars Contribution Agreement with the University of Utah.

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

As part of the City Council's goal of creating and maintaining a sustainable city, the RDA has been tasked with improving opportunities for secondary education for West Valley City students. The City Council and the Board recognized that having an educated workforce present in the city provides for many economic development opportunities not otherwise available. As the City moves to the future it is important to maintain the workforce already in place and to increase the educational attainment levels of our residents. This is the sixth year of the Opportunity Scholars-RDA partnership.

This year the My Hometown Scholarship program assisted 55 West Valley City University Students. There have been 10 students graduate from the program with an additional 24 scheduled to graduate this year. This scholarship program is widely advertised and promoted at all of the City's High Schools as well as to WVC seniors that live in the City but may attend

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schools out of our boundary. If these students take the My Hometown scholarship monies they agree to represent West Valley City and will either remain living in the City or come back to the city and seek employment long term in the City as well. To this end, since its inception, 25 students have been involved in internships with various businesses in the City as well.

The RDA will use its state law mandated housing set aside money to provide affordable housing and other tools to at least 16 students from West Valley City that will attend the University of Utah in the Fall of 2022. These students will be in the program, will live at Fairbourne Station, will attend classes via the Trax line, and will be provided other mentor and scholarship opportunities through the university to ensure their success. Opportunity scholars has a 93% graduation rate for those in its program. Opportunity scholars serves first generation college students. The Opportunity Scholars program provides retention resources such as tutors, mentors, internships, advising, career-services, service-learning projects, community outreach, networking opportunities, counseling, financial assistance, and access to the program director.

Upon inquiry by Chairman Harmon there were no further questions from members of the Agency, and he called for a motion.

Mr. Huynh moved to approve Resolution 22-06.

Mr. Fitisemanu seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Whetstone	Yes
Mr. Huynh	Yes
Ms. Lang	Absent
Mr. Nordfelt	Yes
Mr. Christensen	Yes
Chairman Harmon	Yes

Unanimous.

**RESOLUTION 22-07: AUTHORIZE THE AGENCY TO EXECUTE A
REAL ESTATE PURCHASE AND SALE AGREEMENT WITH THOMAS**

**MINUTES OF THE REDEVELOPMENT AGENCY SPECIAL MEETING – AUGUST 23,
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**AND NANCY BRUZENAK FOR PROPERTIES LOCATED AT 3043 WEST
LEHMAN AVENUE AND 3064-3066 WEST LEHMAN AVENUE**

Wayne Pyle, City Manager, presented proposed Resolution 22-07 that would authorize the Agency to Execute a Real Estate Purchase and Sale Agreement with Thomas and Nancy Bruzenak for Properties Located at 3043 West Lehman Avenue and 3064-3066 West Lehman Avenue.

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

West Valley City Redevelopment Agency (RDA) desires to acquire the following residential properties: 3043 W. Lehman Avenue and 3064-3066 W. Lehman Avenue.

The Fairbourne Station master plan includes acquiring the properties on Lehman Avenue for the ongoing redevelopment of Fairbourne Station.

Over the last 15 years, The RDA has acquired properties in the Fairbourne Station area for future redevelopment. The acquisition of these properties has led to the redevelopment and rising of Fairbourne Station as we know it today. Fairbourne Station includes Granger Medical, Embassy Suites, West Valley City Public Safety Building, a 7-level parking garage, 9-story office tower, and luxury residential apartments with an appealing promenade.

Upon inquiry by Chairman Harmon there were no further questions from members of the Agency, and he called for a motion.

Mr. Nordfelt moved to continue Resolution 22-07 to September 6, 2022

Mr. Huynh seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Whetstone	Yes
Mr. Huynh	Yes
Ms. Lang	Absent
Mr. Nordfelt	Yes
Mr. Christensen	Yes
Chairman Harmon	Yes

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Unanimous. Continued.

MOTION TO ADJOURN

All voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE SPECIAL MEETING OF TUESDAY, AUGUST 23, 2022, WAS ADJOURNED AT 7:31 PM. BY CHAIRMAN HARMON.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Meeting of the Redevelopment Agency of West Valley City held Tuesday, August 23, 2022.

Nichole Camac
Secretary

Item: Lehman Avenue Duplex
Fiscal Impact: \$1,242,500
Funding Source: RDA
Account #: 22-6079-40310-00000-0000
Budget Opening Required: NO ☐

ISSUE:

A Resolution authorizing an agreement to purchase two duplexes along Lehman Avenue in accordance with the Fairbourne Station master plan.

SYNOPSIS:

West Valley City Redevelopment Agency (RDA) desires to acquire the following residential properties: 3043 W. Lehman Avenue and 3064-3066 W. Lehman Avenue.

The Fairbourne Station master plan includes acquiring the properties on Lehman Avenue for the ongoing redevelopment of Fairbourne Station.

BACKGROUND:

Over the last 15 years, The RDA has acquired properties in the Fairbourne Station area for future redevelopment. The acquisition of these properties has led to the redevelopment and rising of Fairbourne Station as we know it today. Fairbourne Station includes Granger Medical, Embassy Suites, West Valley City Public Safety Building, a 7-level parking garage, 9-story office tower, and luxury residential apartments with an appealing promenade.

RECOMMENDATION:

RDA staff recommends approval of the resolution.

SUBMITTED BY:

Jeff Jackson, Economic Development Manager

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE A
REAL ESTATE PURCHASE AND SALE AGREEMENT WITH
THOMAS AND NANCY BRUZENAK.**

WHEREAS, Thomas and Nancy Bruzenak (“Owners”) own certain property at 3043 and 3034-3066 West Lehman Avenue; and

WHEREAS, Owners are willing to sell said Property to the Agency; and

WHEREAS, a Real Estate Purchase and Sale Agreement (the “Agreement”) has been prepared by and between the Agency and Owners;

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Agreement is hereby approved, that the chair and chief executive officer are authorized to execute said Agreement, and that the Agency is authorized to accept, execute, and record any deeds or documents needed to accomplish the purposes of said Agreement, subject to final approval of the form of said documents by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2022.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

ATTEST:

SECRETARY

**WEST VALLEY CITY
REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Real Estate Purchase and Sale Agreement (the "Agreement") is made and entered into as of this 24 day of MAY, 2022, by and between the Redevelopment Agency of West Valley City, a political subdivision of the State of Utah (hereinafter, the "Buyer"), and Thomas and Nancy Bruzenak (hereinafter and collectively, the "Seller"). The foregoing entities are sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

- A. The Seller owns the properties located at 3043 West Lehman Avenue and 3064-3066 West Lehman Avenue in West Valley City, Utah (collectively, the "Property", also known as Salt Lake County Parcel Nos. 15-33-105-108 and 15-33-105-010). For purposes of this Agreement, the term "Property" shall include all the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, right-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all water and mineral rights; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.
- B. The Seller agrees to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

AGREEMENT:

1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Property shall be conveyed by warranty deed, subject only to those title matters which are acceptable to the Buyer.
2. **Purchase Price.** The Purchase Price for the Property shall be \$1,242,500.
 - a. Subject to subsection (b) below, the Purchase Price shall be payable as follows:
 - i. \$100,000 (the "Down Payment") shall be payable at Closing as set forth in Section 4 below.

- ii. \$247,500 shall be payable no later than one year after the Closing Date.
 - iii. \$238,000 shall be payable no later than two years after the Closing Date.
 - iv. \$228,500 shall be payable no later than three years after the Closing Date.
 - v. \$219,000 shall be payable no later than four years after the Closing Date.
 - vi. \$209,500 shall be payable no later than five years after the Closing Date.
 - b. At the Buyer's option, Buyer may prepay the remaining payments outstanding on the Purchase Price at any time. If Buyer elects to prepay, the Buyer shall receive a discount as follows:
 - i. If Buyer prepays less than one year after the Closing Date, Buyer shall pay \$1,047,500.
 - ii. If Buyer prepays more than one year but less than two years after the Closing Date, Buyer shall pay \$838,000.
 - iii. If Buyer prepays more than two years but less than three years after the Closing Date, Buyer shall pay \$628,500.
 - iv. If Buyer prepays more than three years but less than four years after the Closing Date, Buyer shall pay \$419,000.
3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied, in the Buyer's sole discretion, prior to the Closing; provided, however, that the Buyer is entitled to waive any of the conditions in writing.
- a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer in its sole discretion. At the Buyer's written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer.
 - b. Approval of the RDA Board. This Agreement and transaction must be approved by the Board of Directors of the Redevelopment Agency of West Valley City.
4. **Closing.** The term "Closing" is used in this Agreement to mean the time at which the title company records the warranty deed in the office of the Salt Lake County Recorder. The Closing shall occur on or before _____ unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.
- a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the Down Payment.
 - b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the following to the Buyer:
 - (i) The duly executed and acknowledged Warranty Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and encumbrances which are unacceptable to the Buyer.

- (ii) Original copies, as available, of all leases, subleases and contracts relating to the Property. If applicable, all such leases, subleases and contracts shall be assigned to the Buyer at Closing.
- c. Buyer's Costs. The Buyer shall pay the following items at or before the Closing:
 - (i) The Down Payment.
 - (ii) All closing costs, including title, escrow and recording costs.
- d. Failure to Deliver.
 - (i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may commence an action to compel specific performance by the Buyer. All costs shall be borne by the Party incurring the cost. The Seller expressly agrees that the action for specific performance pursuant to this Section shall be the Seller's sole remedy for the Buyer's failure to perform or deliver at the Closing.
 - (ii) If the Seller fails or refuses to deliver a valid and acceptable Deed, or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, or may take any legal action necessary to enforce the Buyer's rights, to be made whole for damages caused by the Seller's default, and/or to compel specific performance by the Seller.
- e. Prorations.
 - (i) All water, sewer, and utility charges for the Property.
 - (ii) Seller is paying the prorated 2022 General Property Taxes through the date of Closing, however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the Seller to pay said taxes since the Buyer is tax exempt.
 - (iii) All levied or pending assessments affecting the Property.
 - (iv) Current rents received from the Property, if any.

The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

5. Seller's Representations, Warranties and Covenants.

- a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:
- (i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, clear of all encumbrances.
 - (ii) The Seller warrants that there is no pending claim, suit, or litigation that involves the Property.
 - (iii) At the Closing, there will be no unpaid bills or claims in connection with the Property, except for utility bills related to leases.
 - (iv) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject any right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.
 - (v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.
 - (vi) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.
 - (vii) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not enter into any leases on or involving the Property.
 - (viii) To the actual knowledge of the Seller no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the

Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations.

- (ix) This terms and conditions of this Agreement constitute a property conveyance transaction between a willing Buyer and a willing Seller at arm's length. The Seller has not entered into this Agreement as a result of any threat, promise or claim of the Buyer other than those contained herein this Agreement.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

6. **Brokerage Commissions.** Neither Party intends to employ a broker or agent with respect to the subject matter of this Agreement. If either Party does so, said Party shall bear the entire cost of such employment. The Seller hereby indemnifies the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Seller. The Buyer hereby indemnifies the Seller from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer.
7. **Additional Acts and Consideration.** Both the Buyer and the Seller agree to execute all other documents and to do such other acts as may be reasonably necessary or proper in order to consummate the transaction contemplated by this Agreement.

8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by telecopy (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Seller:

THOMAS BRUZENAK
2402 S. Promontory Dr.
SALT LAKE CITY, UT 84109

If to the Buyer:

Redevelopment Agency of West Valley City
Attn: Wayne Pyle
3600 Constitution Boulevard
West Valley City, Utah 84119

With a copy to:

City Attorney
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

9. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.
10. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.
11. **Risk of Loss.** If, prior to the Closing Date, the Property or any portion thereof is damaged by fire, acts of God, or other casualty or cause, the Buyer shall have the right to terminate this Agreement and the Earnest Money shall be refunded to Buyer.
12. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.

13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
14. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.
17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.
18. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.
19. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

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

(Signatures follow)

SELLER
THOMAS BRUZENAK

Thomas Bruzenak

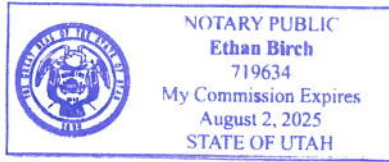
SELLER
NANCY BRUZENAK

Nancy Bruzenak

State of Utah)
County of Salt Lake City) :SS

On this 24 day of May, 20 22, personally appeared before me Thomas and Nancy Bruzenak, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that the foregoing instrument was executed

by them.





Notary Public

BUYER
REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

CHIEF EXECUTIVE OFFICER

ATTEST:

SECRETARY

APPROVED AS TO FORM Agency Attorney	
By:	<u>Brandon Hill</u>
Date:	<u>8/3/2022</u>