

**MINUTES  
BOX ELDER COUNTY COMMISSION  
MARCH 12, 2025**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 4:45 p.m. on **March 12, 2025**. The following members were present:

Boyd Bingham	Chairman
Lee Perry	Commissioner
Tyler Vincent	Commissioner
Marla R. Young	Clerk

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 4:50 p.m.

The regular session was called to order by Chairman Bingham at 5:00 p.m. with the following members present, constituting a quorum:

Boyd Bingham	Chairman
Lee Perry	Commissioner
Tyler Vincent	Commissioner
Marla Young	County Clerk

The prayer was offered by Commissioner Perry.

The Pledge of Allegiance was led by HR Manager Jenica Stander.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF FEBRUARY 26, 2025 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER VINCENT, SECONDED BY COMMISSIONER PERRY AND UNANIMOUSLY CARRIED.**

**ATTACHMENT NO. 1 - AGENDA**

**ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION**

There were no Administrative Review Items discussed.

**FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS**

There were no Former Agenda Items discussed.

**EMERGENCY MANAGEMENT ISSUES**

There were no Emergency Management Issues discussed.

**ARPA/LATCF**

Auditor Shirlene Larsen gave the Commissioners the balances of the ARPA and LATCF funding including the remaining balances that need to be spent before 2026.

**ATTORNEY'S OFFICE**

**Amendment to Fleet Policy to add Fire Wardens and Special Exemptions for Personal Use of Vehicles, and Clarify the Requirement for Employees to Live Within 50 Miles of the County for Take home Vehicle use-Stephen Hadfield**

Deputy Attorney Anne Hansen explained the amendment adds the fire wardens to the list for exemptions on who can take home a vehicle while on call.

**MOTION:** Commissioner Perry made a motion to approve the amendment to the fleet policy. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**Agreement #25-15 for Legal Counsel for Sheriff Deputy Merit Commission With Kunz PC-Stephen Hadfield**

Deputy Attorney Anne Hansen explained they have new legal counsel for the Merit Commission. Agreement #25-15 is with Kunz PC to hire an attorney to help the committee with their findings.

**MOTION:** Commissioner Perry made a motion to approve Agreement #25-15. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**ATTACHMENT NO. 2 - Agreement #25-15**

**COMMISSIONERS**

**BRAG Regional Economic Development/Quality Growth Reimbursement-Commissioners**

Shaun Milne, Director of Community and Economic Development for Bear River Association of Governments, presented the request for the Annual Regional Economic Development/Quality Growth Reimbursement. He explained it is for the annual service for economic development.

**MOTION:** Commissioner Vincent made a motion to approve the BRAG Economic Development/Quality Growth Development Reimbursement. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**Ratify Signatures on the County Line of Succession-Commissioners**

Chairman Bingham stated they need to ratify the signatures on the County Line of Succession that was sent to the Division of Emergency Management.

**MOTION:** Commissioner Perry made a motion to ratify the signatures on the County Line of Succession. The motion was seconded by Commissioner Vincent. The motion carried unanimously on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**Nomination for Utah Transit Authority Board-Commissioners**

Chairman Bingham stated the Utah Transit authority has a three member board and one term is up this year.

Beth Holbrook stated she is the current trustee for Davis, Weber, and Box Elder County and is up for nomination. She explained what the board does and gave a brief oversight of the program in Box Elder County. She touched on growth coming in 2026. She asked for the Commission's support for the nomination to continue to provide positive impacts.

Chairman Bingham stated he sat down with the board and talked about challenges in our area. He said he appreciated their conversation and willingness to listen.

Commissioner Vincent thanked Ms. Holbrook for her desire to help Brigham City and Box Elder County.

**MOTION:** Commissioner Perry made a motion to nominate Beth Holbrook for the Utah Transit Authority Board and draft a letter for the recommendation. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**Request for Landfill Fee Waiver for the Fine Arts Center-Lisa Wyatt**

This item was cancelled.

**Discuss Payment Plan for Lynda and Neil Bessinger Delinquent Property Tax 03-097-0004-Tanner Bessinger**

Tanner Bessinger stated since the last time they had this discussion, they have come up with a more proper payment plan. He said they can pay \$1,000 per month. He said they were under the impression that the taxes were being paid through the mortgage, but they were not.

Treasurer Shaun Thornley stated he looked into the payments they have made, but don't have a record of all the payments as it takes a while to post an electronic payment.

The Commission recommended having something in writing for an agreement.

**MOTION:** Commissioner Perry made a motion to have the County Attorney's Office draft an agreement. If they fail to pay, they need to come back to the Commission to address the situation. Commissioner Vincent seconded the motion. The motion carried unanimously on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**Property Tax Mistakenly Filed under Veterans Abatement -Holly Charlton**

Holly Charlton explained when they purchased their home, the veteran's abatement from the previous owner was inadvertently taken on the home. They have now found they are behind on their taxes for three years. She explained that they did not receive all of the notices and the home was refinanced and they thought the taxes were included in the payment.

Auditor Shirlene Larsen explained that in past years, the veteran's abatement didn't have an end date. This particular case happened before she was the Auditor. She said they now check for ownership changes. With the old process, the abatement did not get removed.

Treasurer Shaun Thornley stated the total tax due is \$5,391.74. The opinion of his office is that because of the error, we should be generous and allow them the time to come up with this type of money.

Commissioner Perry commended Ms. Charlton for finding the error on her own and made a recommendation the Commission waive the 2023 year taxes and have them pay the other years.

**MOTION:** Commissioner Vincent made a motion to waive the 2023 taxes and have a contract to pay the remainder within the next four months. The motion was seconded by Commissioner Perry and carried unanimously on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**COMMUNITY DEVELOPMENT**

**Ordinance #617: Request for Rezone from R-1-20 to M-G-Scott Lyons**

Community Development Director Scott Lyons explained Ordinance #617 is due to a request for rezone in the Thatcher area, approximately 11145 N 11600 W. The property contains 1.5 acres and is currently zoned R-1-20 and they are requesting the M-G zone. It was presented to the

Planning Commission in the February meeting and a public hearing was held and only the applicant spoke. The Planning Commission has forwarded a recommendation of approval.

**MOTION:** Commissioner Vincent made a motion to approve Ordinance #617. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**ATTACHMENT NO. 3- Ordinance #617**

**Ordinance #618: Request to Amend Land Use Code-Scott Lyons**

Community Development Director Scott Lyons explained Ordinance #618 is an amendment to the Land Use Management Code. He said the amendments are small changes to clean up things that staff finds that need to be fixed.

**MOTION:** Commissioner Vincent made a motion to approve Ordinance #618. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**ATTACHMENT NO. 4 - Ordinance #618**

**Corridor Preservation Fund - 2025 Priority List-Scott Lyons**

Community Development Director Scott Lyons stated each year the legislative body needs to adopt a priority list for projects of the Corridor Preservation Fund. The list goes to the Council of Governments (COG) first for approval.

**MOTION:** Commissioner Perry made a motion to approve the 2025 Priority List for the Corridor Preservation Fund. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**Approval of 8400 Amend & Extend Subdivision Improvement Agreement-Scott Lyons**

Community Development Director Scott Lyons explained anytime a subdivision has new public infrastructure, an improvement agreement is required to make sure things are done timely and to the correct standards.

**MOTION:** Commissioner Vincent made a motion to approve the 8400 Amend & Extend Subdivision Improvement Agreement subject to the approval of the County Attorney. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**Review and Approval of the Historic Orchard Pathway (HOP) Match Agreement #25-13-Scott Lyons**

Community Development Director Scott Lyons explained Agreement #25-13 is an agreement to apply for a grant through UDOT. BRAG helped to apply for the grant and it is a three-way agreement, Willard City, Box Elder County, and UTA. The funding match is coming from UTA.

**MOTION:** Commissioner Perry made a motion to approve Agreement #25-13. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**ATTACHMENT NO. 5 - Agreement #25-13**

**FIRE DEPARTMENT**

**Approval to Contract #25-14 for Life Safety Inspection Vault LLC (LIV) for Tracking and Entering Inspections for a New Suppression System Installs, Inspections, and Other Annual Fire Inspections-Kevin Lloyd**

Attorney Stephen Hadfield stated Contract #25-14 is for tracking violations of fire code and inspections.

**MOTION:** Commissioner Perry made a motion to approve Contract #25-14 for tracking and entering inspections. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**ATTACHMENT NO. 6 - Contract #25-14**

**PUBLIC COMMENT (No action will be taken at this time)**

DeAnna Hardy of Brigham City stated the Box Elder Committee of Liberty supports the DOGE and hopes to have a state and county or city Department of Government Efficiency to help get rid of the waste, fraud, and corruption. She said it will take courageous men and women to return this nation back to the original intent of our Constitution. The Box Elder Committee of Liberty petitions the Commission to again reduce the size and cost of our local government and restructure our representative's salaries to be comparable to what the average Box Elder County citizen makes. She asked the Commission to please address their grievances.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 126106 through 126218 in the amount of \$1,516,036.31 with voided claim numbers 125943, 126059, and 125866. Claim numbers 126030 through 126105 in the amount of \$1,025,681.75.



**PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS**

<b>Employee Name:</b>	<b>Department:</b>	<b>Change:</b>	<b>Effective Date:</b>
GILSON, WILLIAM	ROAD DEPARTMENT	SEPARATION	3/13/2025
LEWIS, MONICA	SHERIFF'S OFFICE	NEW HIRE	3/3/2025
HEATH, CHRISTINE	TREASURER'S OFFICE	SEPARATION	3/7/2025
GODFREY, CODY	SHERIFF'S OFFICE	SEPARATION	3/7/2025
FARNSWORTH, BRAD	EMERGENCY MGMT	VOLUNTEER	3/12/2025
HERNANDEZ, HENRY	SHERIFF'S OFFICE	VOLUNTEER	3/12/2025
THOMAS, CRAIG	EMERGENCY MGMT	VOLUNTEER	3/12/2025
DANIELAK, SCOTT	EMERGENCY MGMT	VOLUNTEER	3/12/2025
DOSTALER, DION	EMERGENCY MGMT	VOLUNTEER	3/12/2025
SMITH, W. DALE	EMERGENCY MGMT	VOLUNTEER	3/12/2025
HALES, ALEXIS	ATTORNEY'S OFFICE	VOLUNTEER	3/12/2025
KREIG, RICHARD	FIRE	VOLUNTEER	3/12/2025
PUGSLEY, BRUCE	FIRE	VOLUNTEER	3/12/2025
KUNZLER, VALYNN	FIRE	VOLUNTEER	3/12/2025
KUNZLER, KAY	FIRE	VOLUNTEER	3/12/2025
KUNZLER, JOHN	FIRE	VOLUNTEER	3/12/2025
WAGSTAFF, STEPHEN	FIRE	VOLUNTEER	3/12/2025
KUNZLER, DEVIN	FIRE	VOLUNTEER	3/12/2025
KUNZLER, THOMAS	FIRE	VOLUNTEER	3/12/2025
PALMER, TRAVIS	FIRE	VOLUNTEER	3/12/2025
RICHARDS, JERRY	FIRE	VOLUNTEER	3/12/2025
JENSEN, ROWDY	FIRE	VOLUNTEER	3/12/2025
RISER, MALINA	FIRE	VOLUNTEER	3/12/2025
RICHARDS, HUNTER	FIRE	VOLUNTEER	3/12/2025
VERHAAL, JOEL	FIRE	VOLUNTEER	3/12/2025
HIGLEY, NICHOLAS	FIRE	VOLUNTEER	3/12/2025
STOCKS, MINDY	FIRE	VOLUNTEER	3/12/2025
MCNEELY, TROY	FIRE	VOLUNTEER	3/12/2025
MITCHELL, JONATHAN	FIRE	VOLUNTEER	3/12/2025
PUGSLEY, CAMILLE	FIRE	VOLUNTEER	3/12/2025
WEBECKE, ANDREW	FIRE	VOLUNTEER	3/12/2025
INGLET, CORY	FIRE	VOLUNTEER	3/12/2025
LARSON, LORI	FIRE	VOLUNTEER	3/12/2025

SCHABER, DAVID	ROAD DEPARTMENT	SEPARATION	3/13/2025
JOHNSTON, SAMUEL	SHERIFF'S OFFICE	COMPENSATION CHANGE	3/6/2025
BALLARD, CORDELL	SHERIFF'S OFFICE	NEW HIRE	3/24/2025
STERRETT, STEPHEN	SHERIFF'S OFFICE	NEW HIRE	3/24/2025
MCCRARY, CHAD	SHERIFF'S OFFICE	NEW HIRE	3/17/2025

**CLOSED SESSION**

**Strategy session to discuss pending or reasonably imminent litigation and the discussion of the character, professional competence, or physical or mental health of an individual.**

**MOTION:** At 6:00 p.m. a motion was made by Commissioner Perry to move into a closed session. The motion was seconded by Commissioner Vincent and unanimously carried.

**MOTION:** At 6:39 p.m. a motion was made by Commissioner Perry to reconvene into regular commission meeting. Commissioner Vincent seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

**ADJOURNMENT**

A motion was made by Commissioner Perry to adjourn. Commissioner Vincent seconded the motion, and the meeting adjourned at 6:39 p. m.

**ADOPTED AND APPROVED** in regular session this 26th day of March 2025.


  
Boyd Bingham, Chairman

  
Lee Perry, Commissioner

  
Tyler Vincent, Commissioner



ATTEST:

  
Marla R. Young, Clerk



## COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302  
Wednesday, March 12, 2025 at 5:00 PM

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### AGENDA

**NOTICE:** *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday March 7, 2025 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah. Please be advised that a member of the Board of Commissioners may not be present at the upcoming meeting in person, but may participate via phone or other electronic means.*

#### 1. ADMINISTRATIVE / OPERATIONAL SESSION

- A. Agenda Review / Supporting Documents
- B. Commissioners' Correspondence
- C. Staff Reports

#### 2. CALL TO ORDER 5:00 P.M.

- A. Invocation Given by: Commissioner Perry
- B. Pledge of Allegiance Given by: HR Manager Jenica Stander
- C. Approve Minutes from February 26, 2025

#### 3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

#### 4. FORMER AGENDA ITEMS

#### 5. EMERGENCY MANAGEMENT ISSUES

#### 6. ARPA/LATCF

#### 7. ATTORNEY'S OFFICE

- A. 5:08 Amendment to Fleet Policy to add Fire Wardens and Special Exemptions for Personal Use of Vehicles, and Clarify the Requirement for Employees to Live Within 50 Miles of the County for Take home Vehicle use-Stephen Hadfield
- B. Agreement #25-15 for Legal Counsel for Sheriff Deputy Merit Commission With Kunz PC-Stephen Hadfield

#### 8. COMMISSIONERS

- A. 5:10 BRAG Regional Economic Development/Quality Growth Reimbursement-Commissioners
- B. 5:13 Ratify Signatures on the County Line of Succession-Commissioners
- C. 5:15 Nomination for Utah Transit Authority Board-Commissioners
- D. 5:18 Request for Landfill Fee Waiver for the Fine Arts Center-Lisa Wyatt

- E. 5:20 Discuss Payment Plan for Lynda and Neil Bessinger Delinquent Property Tax 03-097-0004-Tanner Bessinger
- F. 5:25 Property Tax Mistakenly Filed under Veterans Abatement -Holly Charlton

**9. COMMUNITY DEVELOPMENT**

- A. 5:30 Ordinance #617: Request for Rezone from R-1-20 to M-G-Scott Lyons
- B. 5:32 Ordinance #618: Request to Amend Land Use Code-Scott Lyons
- C. 5:34 Corridor Preservation Fund - 2025 Priority List-Scott Lyons
- D. 5:36 Approval of 8400 Amend & Extend Subdivision Improvement Agreement-Scott Lyons
- E. 5:38 Review and Approval of the Historic Orchard Pathway (HOP) Match Agreement #25-13-Scott Lyons

**10. FIRE DEPARTMENT**

- A. 5:40 Approval to Contract #25-14 for Life Safety Inspection Vault LLC (LIV) for Tracking and Entering Inspections for a New Suppression System Installs, Inspections, and Other Annual Fire Inspections-Kevin Lloyd

**11. PUBLIC COMMENT (No action will be taken at this time)**

- A. Those wishing to make a public comment shall sign the comment roll and will be responsible for following the rules outlined in the County Commission Rules and Procedures.
- B. Speakers will have one, three (3) minute opportunity to speak regardless of the number of items they wish to address.
- C. Speakers shall address their comments to the County Commission only. This is a time to be heard, there will not be a back and forth dialogue with the Commissioners.
- D. Speakers may file copies of their remarks or supporting information with the County Clerk. The County Clerk will make the information available to the County Commission.

**12. WARRANT REGISTER**

**13. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE**

**14. CLOSED SESSION**

**15. ADJOURNMENT**

Prepared and posted this 7th day of March, 2025. Mailed to the Box Elder News Journal and the Leader on the 7th of March, 2025. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 5:00 p.m.



Marla R. Young - County Clerk

## Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.



Jonathan A. Stearmer

January 8, 2025

Via Email to Anne Hansen, [ahansen@boxeldercountyut.gov](mailto:ahansen@boxeldercountyut.gov)

Box Elder County  
1 South Main Street  
Brigham City, Utah 84302

Re: Confirmation of Legal Services

Dear County Commissioners:

Kunz PC is most pleased with the opportunity to provide legal services for Box Elder County Merit Commission ("Merit Commission"). Kunz PC generally confirms engagements for legal services in writing to avoid confusion and to satisfy requirements imposed by the Utah Rules of Professional Conduct.

For these matters, the Firm's rates for 2025 are \$230/hr for partners, \$215/hr for associates, and \$150/hr for paralegals. As Box Elder County is an established governmental entity, we will not require a standard retainer.

The Firm's invoices to Box Elder County for legal services will include any charges, to the extent the same are applicable, for such items as photocopying, mail costs, runner services, overnight courier services, travel expenses, filing fees, and other services provided or utilized by the Firm in providing legal services to the Merit Commission.

Unless otherwise agreed in writing by both parties, the Firm will bill Box Elder County monthly for services rendered and billable expenses incurred during or prior to the preceding calendar month. The volume of our activity and our overhead is such that we expect payment from Box Elder County of each monthly invoice within thirty days of the date of the invoice. If, for any reason, Box Elder County does not pay our invoices when due, we may, following thirty (30) day notice to the Box Elder County, discontinue representing the Merit Commission.

At some time in the future, following the termination of my representation of the Merit Commission, because of storage limitations, we will have the files concerning our representation destroyed. We normally destroy and purge client files four years after a matter is closed, unless other advance arrangements are made with us.



**Jonathan A. Stearmer**

We are undertaking representation of the Merit Commission only, specifically regarding the Merkley appeal, up to and including the pending motion to dismiss. This representation of the Merit Commission does not and will not extend to or include representation of any of the individuals associated with the Merit Commission or to any affiliates of the Merit Commission for any purposes and, in particular, for conflict-of-interest purposes. Furthermore, if, in the future, a potential conflict should arise, we maintain the affirmative duty to disclose such conflict to Box Elder County and the Merit Commission. If the potential conflict cannot be waived, we will refrain from providing legal services on that matter, and Box Elder County is free to engage the services of other legal counsel on the Firm's declared conflicted matter.

We believe the foregoing covers the essential elements with respect to the establishment of an attorney-client relationship between the Merit Commission and Kunz PC. We appreciate the opportunity to serve the Merit Commission and Box Elder County and look forward to a great and productive relationship.

Should you, at any point, have any questions please reach out at any time.

By /s/Jonathan A. Stearmer  
Jonathan A. Stearmer  
Partner

APPROVED AND AGREED TO this 12<sup>th</sup> day of March, 2025

Box Elder County

By Boyd M. Bingham  
Boyd Bingham  
Chair

**ORDINANCE NO. 617**

**AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING APPROXIMATELY 1.5 ACRES LOCATED IN THE THATCHER AREA FROM R-1-20 (RESIDENTIAL - 20,000 SQ. FT.) TO M-G (GENERAL INDUSTRIAL) ZONE.**

**WHEREAS**, the applicant is requesting that the property described herein be zoned from R-1-20 (Residential - 20,000 sq. ft.) to M-G (General Industrial) zone; and

**WHEREAS**, the Box Elder County Planning Commission scheduled a public hearing on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided a Class B notice in accordance with Section 2-2-050(B) of the Box Elder County Land Use Management and Development Code and Section 63G-30-102 of the Utah Code; and

**WHEREAS**, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on February 20, 2025, to allow the general public to comment on this proposed rezone and amendment of the zoning map; and

**WHEREAS**, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed rezone and amendment to the zoning map is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

**WHEREAS**, based upon these findings, the Box Elder County Planning Commission has recommended that the Box Elder County Commission amend the zoning map as has been requested; and

**WHEREAS**, the Box Elder County Commission, after appropriate notice, held a public meeting on March 12, 2025 to review and discuss this proposed amendment; and

**WHEREAS**, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the zoning map as set forth below is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

**NOW THEREFORE**, the County Legislative Body of Box Elder County, ordains as follows:

**SECTION 1: Zoning Map Amendment.** The Zoning Map of Unincorporated Box Elder County is hereby amended by classifying the following described parcels in unincorporated Box Elder County from R-1-20 (Residential - 20,000 sq. ft.) to M-G (General Industrial) zone:



PARCEL 05-100-0065

LOT 02, KEITH H. ANDERSON MINOR SUBDIVISION; DESCRIBED AS FOLLOWS: COMMENCING AT THE BOX ELDER COUNTY SURVEYORS RAILROAD SPIKE MONUMENT FOUND AT THE NE CORNER OF SECTION 09, T 11N, R 04W, SLBM. THENCE SOUTH 00°00'00" EAST ALONG THE EAST LINE OF SAID SECTION AS CURRENTLY MONUMENTED 225.83 FT; NORTH 90°00'00" WEST 33.00 FT TO THE WEST R/W LINE OF 11600 WEST STREET AND IS THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST ALONG SAID WEST R/W LINE 193.00 FT; THENCE LEAVING SAID R/W LINE NORTH 89°41'44" WEST 339.00 FT; NORTH 00°00'00" WEST 193.00 FT; SOUTH 89°41'44" EAST PARALLEL TO THE NORTH LINE OF SAID SECTION AS CURRENTLY MONUMENTED 339.00 FT TO THE POINT OF BEGINNING.

**SECTION 2: Effective Date.** This ordinance shall become effective fifteen (15) days after its passage.

March, 2025, by the Board of County Commissioners of Box Elder County, Utah, PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 12<sup>th</sup> day of

Commissioner Bingham  
Commissioner Perry  
Commissioner Vincent

Voting [Signature]  
Voting [Signature]  
Voting [Signature]

[Signature]  
Box Elder County Commission - Chair

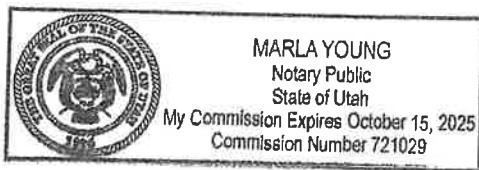
Attest:

[Signature]  
Marla Young  
Box Elder County Clerk

State of Utah )  
.ss )  
County of Box Elder )

On this 13<sup>th</sup> day of March, 2025, personally appeared before me, the undersigned notary public, Bryd Bingham, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commissioner for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct. 15, 2025



[Signature]  
Notary Public

**ORDINANCE NO. 618**

**AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE TEXT TO MULTIPLE SECTIONS OF CODE, IN THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.**

**WHEREAS**, a proposal has been made to amend the text to multiple sections of code, in the Box Elder County Land Use Management & Development Code; and

**WHEREAS**, the Box Elder County Planning Commission scheduled a public hearing on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided a Class B notice in accordance with Section 2-2-050(B) of the Box Elder County Land Use Management and Development Code and Section 63G-30-102 of the Utah Code; and

**WHEREAS**, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on February 20, 2025 to allow the general public to comment on this proposed text amendment; and

**WHEREAS**, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed text amendment is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

**WHEREAS**, based upon these findings, the Box Elder County Planning Commission has recommended that the Box Elder County Commission amend the text as has been requested; and

**WHEREAS**, the Box Elder County Commission, after appropriate notice, held a public meeting on March 12, 2025, to review and discuss this proposed amendment; and

**WHEREAS**, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the text as set forth in Exhibit B is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

**NOW THEREFORE**, the County legislative body of Box Elder County ordains as follows:

**SECTION 1: Ordinance Text Amendment.** Amending the text to multiple sections of code, in the Box Elder County Land Use Management & Development Code is hereby amended to read in its entirety as set forth in Exhibit A.

**SECTION 2: Effective Date.** This ordinance shall become effective fifteen (15) days after its passage.

March, 2025, PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 12<sup>th</sup> day of

Commissioner Bingham  
Commissioner Perry  
Commissioner Vincent

Voting Aye  
Voting Aye  
Voting Aye



Boyd M. Bingham  
Box Elder County Commission Chair

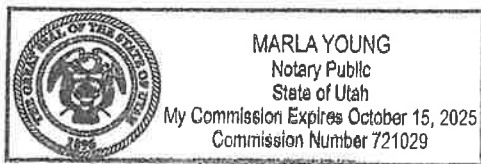
Attest:

Marla Young  
Marla Young  
Box Elder County Clerk

State of Utah )  
.ss )  
County of Box Elder )

On this 12<sup>th</sup> day of March, 2025, personally appeared before me, the undersigned notary public, Boyd Bingham, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commission Chairman for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct. 15, 2025



Marla Young  
Notary Public

## EXHIBIT A

### ***Chapter 5-6 – Accessory Dwelling Units & internal Accessory Dwelling Units***

#### **5-6-050. Permitted and Administrative Conditional Use Permit Required.**

An ADU meeting the regulations and standards, as specified in this chapter, may be allowed in any zone that allows a single-family residence after approval of an administrative conditional use permit (§2-2-110) by the zoning administrator. IADU's meeting the regulations and standards, as specified in this chapter, are allowed as a permitted use in any zone that allows a single-family residence.

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### ***Chapter 5-8 – Kennels***

#### **5-8-040. Conditional Use Permit, Administrative Conditional Use Permit, and/or Site Plan Required.**

A commercial kennel meeting the regulations and standards, as specified in this chapter, may be allowed in any unzoned areas and zoned areas as set forth in the use tables after approval of a conditional use permit (§2-2-100) and/or site plan (§2-2-120). A home-based kennel meeting the regulations and standards, as specified in this chapter, may be allowed in any unzoned area and zoned area as set forth in the use tables after approval of an administrative conditional use permit (§2-2-110) and/or site plan (§2-2-120).

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### ***Chapter 5-1 - Regulations Applicable To All Zones***

#### **5-1-150. Maximum Height of Accessory Buildings.**

Except for agricultural buildings, no building which is accessory to an existing one-family, two-family, three-family, or four-family dwelling shall be erected to a height greater than thirty-five (35) feet. The accessory building shall comply with the setback distances required by this Code for the district in which such lot or parcel is located.

#### **5-1-160. Area of Accessory Buildings.**

No accessory building or group of accessory buildings in any residential district shall cover more than twenty-five (25) percent of the lot or parcel.

## **5-1-340. BOX ELDER COUNTY MINIMUM ROAD STANDARDS**

### **C. MINIMUM STANDARD DRAWINGS**

See Box Elder County Road Department's Public Works Standards

## EXHIBIT B

### ~~CHAPTER 3-8-2 The Orchards Master Planned Community Zone~~

#### Sections:

- ~~3-8-2-010. Purpose:~~
- ~~3-8-2-020. Scope:~~
- ~~3-8-2-030. Definitions:~~
- ~~3-8-2-040. Uses Allowed:~~
- ~~3-8-2-050. Use Regulations:~~
- ~~3-8-2-060. Regulations of General Applicability:~~
- ~~3-8-2-070. Regulations for Specific Uses:~~
- ~~3-8-2-080. Regulations for Uses:~~

#### ~~3-8-2-010. Purpose:~~

~~This is a zone designed specifically for The Orchards Master Planned Community in the South Willard Area.~~

#### ~~3-8-2-020. Scope:~~

~~The provisions of this Chapter shall apply to any real property located in The Orchards Master Planned Community Zone as shown on the Official Zoning Map.~~

#### ~~3-8-2-030. Definitions:~~

~~Certain words and phrases in this Chapter, including uses, are defined in Chapter 1-3 of this Code.~~

#### ~~3-8-2-040. Uses Allowed:~~

- ~~A. Permitted and Conditional Uses. Permitted and conditional uses allowed in The Orchards Master Planned Community Zone shall be as set forth on the Table of Uses Allowed in this Chapter. Permitted and conditional uses are indicated by "P" or "C," respectively. If a use is not allowed in a given district, it is either not named in the use list or it is indicated in the appropriate column by a dash, "-." If a regulation applies in a given district, it is indicated in the appropriate column by a numeral to show the linear or square feet required, or by the letter "A." If the regulation does not apply, it is indicated in the appropriate column by a dash, "-."~~

- ~~B. Accessory Uses. Permitted and conditional uses set forth in on the Table of Uses Allowed shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.~~
- ~~1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this Code.~~
  - ~~2. No accessory use, building, or structure shall be allowed on a lot or parcel unless a permitted or conditional use has been and is currently established.~~

**~~3-8-2-050. Use Regulations.~~**

~~No building, structure or real property shall be used and no building or structure shall hereafter be erected, structurally or substantially altered, or enlarged except as set forth in this Chapter. Such requirements shall not be construed to prohibit or limit other applicable provisions of this Code or other laws.~~

**~~3-8-2-060. Regulations of General Applicability.~~**

~~The use and development of real property in The Orchards Master Planned Community Zone shall conform to regulations of general applicability as set forth in the following chapters of this Code:~~

- ~~A. Regulations Applicable to All Zones. See Chapter 5-1 of this Code.~~
- ~~B. Off-Street Parking and Loading. See Chapter 5-2 of this Code.~~
- ~~C. Signs. See Chapter 5-3 of this Code.~~
- ~~D. Sensitive Lands. See Chapter 4-2 of this Code.~~

**~~3-8-2-070. Regulations for Specific Uses.~~**

THE ORCHARDS MPC ZONING RESTRICTIONS			
CODE SECTION	"P" = Permitted Uses "C" = Conditional Uses "A" = Applies "X" = Not permitted	CURRENT ESTABLISHED RESIDENTIAL ZONING DISTRICTS	
		R-1-13	R-M-1
<del>3-8-2-070-1.0</del>	<del>ACCESSORY USES</del>		
<del>3-8-2-070-1.1</del>	<del>Accessory buildings and uses customarily incidental to permitted uses other than those listed below</del>	<del>P</del>	<del>P</del>
<del>3-8-2-070-1.2</del>	<del>Swimming Pool</del>	<del>C</del>	<del>C</del>
<del>3-8-2-070-1.3</del>	<del>Accessory buildings and uses customarily incidental to conditional uses</del>	<del>C</del>	<del>C</del>

3-8-2-070-1.4	Temporary buildings for uses incidental to construction work, including living quarters for guard or night watchman, which building must be removed upon completion or abandonment of the construction work	€	€
3-8-2-070-2.0	SPECIAL USES		
3-8-2-070-2.1	The tilling of the soil, the raising of crops, horticulture and gardening	P	P
3-8-2-070-2.2	Home Occupation	€	€
3-8-2-070-2.3	Household pets	P	P
3-8-2-070-2.4	Parks/Open Space	P	P
3-8-2-070-3.0	RESIDENTIAL	R-1-13	R-MF-1
3-8-2-070-3.1	Detached Single-family dwelling	P	-
3-8-2-070-3.2	Attached Single-family dwelling	-	P

### 3-8-2-080. Regulations for Uses.

3-8-2-080-1.0	AREA REGULATIONS	R-1-13	R-MF-1
3-8-2-080-1.1	The minimum lot area in square feet for a single-family dwelling structure in the district shall be	13,000 sq. ft.	NA
3-8-2-080-2.0	WIDTH REGULATIONS		
3-8-2-080-2.1	The minimum width in feet for any lot, except as modified by planned unit developments, shall be	70 <sup>2</sup>	NA <sup>†</sup>
3-8-2-080-3.0	FRONTAGE REGULATIONS		
3-8-2-080-3.1	The minimum width of any lot at the street right-of-way line in feet in the shall be	40 <sup>2</sup>	NA <sup>‡</sup>
3-8-2-080-4.0	FRONT YARD REGULATIONS		
3-8-2-080-4.1	The minimum depth in feet for the front yard for main buildings, that have garage access in the front, shall be	25 <sup>2</sup>	20 <sup>2</sup>
3-8-2-080-4.2	The minimum depth in feet for the front yard for main buildings, that have garage access in the rear, shall be	25 <sup>2</sup>	8 <sup>2</sup>

<sup>†</sup> There is no minimum yard width in the R-MF-1 District and each lot will have a unit count as depicted on the Master Plan.

<sup>‡</sup> There is no minimum frontage in the R-MF-1 District and each lot will have a unit count as depicted on the Master Plan.



3-8-2-080-4.3	Accessory buildings may have the same minimum front yard depth as main buildings if they have the same side yard required for main buildings; otherwise they shall be set back the following number of feet from the rear of the main building	8'	8'
3-8-2-080-4.4	On corner lots, main buildings shall have two front yards, and one rear yard, and one side yard	A	A
3-8-2-080-5.0	REAR YARD REGULATIONS		
3-8-2-080-5.1	The minimum depth in feet for the rear yard shall be	15'	-
3-8-2-080-5.2	Accessory buildings may have a minimum setback of 1 foot provided that all drainage from them stays on the lot and there is at least 10 feet distance to another accessory building on an adjacent lot	A	A
3-8-2-080-5.3	Provided that on corner lots which rear on a side yard of another lot accessory buildings in all such districts shall be located not closer than 10 feet to such side yard	A	A
3-8-2-080-6.0	SIDE YARD REGULATIONS		
3-8-2-080-6.1	The minimum side yard in feet for any detached dwelling shall be	8'	-
3-8-2-080-6.2	The minimum distance required between the sides of the attached dwelling units:	-	14'
3-8-2-080-6.3	The minimum side yard in feet for a private garage shall be 6 feet to the rear of the main buildings	A	A
3-8-2-080-6.4	No private garage or other accessory buildings shall be located within 10 feet to a dwelling on an adjacent lot	A	A
3-8-2-080-6.5	On corner lots, main buildings shall have two front yards and one rear yard, and one side yard	A	A
3-8-2-080-7.0	HEIGHT REGULATIONS		
3-8-2-080-7.1	The Maximum height for all buildings and structures shall be 35 feet or 2½ stories	A	A

## Chapter 5-6 – Accessory Dwelling Units & Internal Accessory Dwelling Units

### 5-6-050. Permitted and Administrative Conditional Use Permit Required.

An ADU meeting the regulations and standards, as specified in this chapter, may be allowed in any zone that allows a single-family residence after approval of an administrative conditional use permit (§2-2-1010) by the ~~planning commission~~ zoning administrator. IADU's meeting the regulations and standards, as specified in this chapter, may be are allowed as a permitted use in any zone that allows a single-family residence as a permitted use.

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## **Chapter 5-8 – Kennels**

### **5-8-040. Conditional Use Permit, Administrative Conditional Use Permit, and/or Site Plan Required.**

A commercial kennel meeting the regulations and standards, as specified in this chapter, may be allowed in any unzoned areas and zoned areas as set forth in the use tables after approval of a conditional use permit (§2-2-100) and/or site plan (§2-2-120). A home-based kennel meeting the regulations and standards, as specified in this chapter, may be allowed in any unzoned area and zoned area as set forth in the use tables after approval of an administrative conditional use permit (§2-2-110) and/or site plan (§2-2-120).

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## **Chapter 5-1 - Regulations Applicable To All Zones**

### **5-1-150. Maximum Height ~~and Floor Area~~ of Accessory Buildings. ~~(Ordinance 345)~~**

Except for agricultural buildings. ~~No~~ building which is accessory to an existing one-family, two-family, three-family, or four-family dwelling shall be erected to a height greater than ~~twenty~~thirty-five (235) feet: ~~nor be higher, nor contain greater square foot floor area than the principal building to which it is~~ accessory. The accessory building shall comply with the setback distances required by this Code for the district in which such lot or parcel is located.

### **5-1-160. Area of Accessory Buildings.**

No accessory building or group of accessory buildings in any residential district shall cover more than twenty-five (25) percent of the lot or parcel rear yard.

### **5-1-340. BOX ELDER COUNTY MINIMUM ROAD STANDARDS ~~(Ordinance 330)~~**

#### **C. MINIMUM STANDARD DRAWINGS ~~(Ordinance 379-1-22-2014)~~**

See Box Elder County Road Department's Public Works Standards SEE EXHIBIT A

**INTERLOCAL AGREEMENT REGARDING THE DEVELOPMENT AND  
OPERATION OF A TRAILS PROJECT ON THE UTA-OWNED  
HISTORIC ORCHARD PATHWAY CORRIDOR**

This Interlocal Agreement (the "Agreement") regarding the development and operation of a Trails Project on the Historic Orchard Pathway Corridor (the "HOP Corridor") is entered into as of the 12<sup>th</sup> day of March, 2025 by and between UTAH TRANSIT AUTHORITY, a large public transit district organized under the laws of the State of Utah ("UTA"), WILLARD CITY CORPORATION, a municipal corporation organized under the laws of the State of Utah (the "City"), and BOX ELDER COUNTY, a municipal corporation organized under the laws of the State of Utah (the "County"). UTA, City, and County are hereafter sometimes collectively referred to as "parties," and either may be referred to individually as "party," all as governed to the context in which such words are used.

**RECITALS**

WHEREAS, UTA owns a portion of the HOP Corridor (hereinafter referred to as the "UTA Property") from approximately 8700 South in Box Elder County to approximately 6800 South in Box Elder County, and desires to support the development of the Historic Orchard Pathway trail ("Trail") to facilitate future transit connectivity; and

WHEREAS, City owns property along 200 West in Willard City (hereinafter referred to as "Willard Property"); and

WHEREAS, City and County desire to develop the public Trail within each of their jurisdictions, which will be utilized by and benefit the residents of each of their respective jurisdictions; and

WHEREAS, UTA, City, and County have agreed to cooperate in the finance, design, construction, and delivery of the Trail on the UTA Property and the Willard Property, which will be installed, operated and maintained by City and County pursuant to the terms and conditions set forth in this Interlocal Agreement; and

WHEREAS, the Bear River Association of Governments ("BRAG") has applied for and obtained an Active Transportation Project Grant from the Utah Department of Transportation ("UDOT") to fund the design and construction of the Trail on the UTA Property and the Willard Property, and this grant requires matching funds to be contributed towards the development of the Trail; and

WHEREAS, UTA is willing to license the eastern sixteen feet (16') of the UTA Property (hereinafter referred to as the "UTA Licensed Area") to the City and County for use as a public trail, and that the value of said license be treated as an in-kind contribution towards the

matching portion of UDOT Active Transportation Project Grant funding, which will be used in the design and construction of the Trail; and

WHEREAS, City is willing to contribute property along 200 West towards the matching portion of UDOT Active Transportation Project Grant funding which will be used in the design and construction of the Trail; and

WHEREAS, the parties desire to set forth their respective duties and responsibilities pursuant to this Interlocal Agreement.

NOW, THEREFORE, based upon the above Recitals and the consideration set forth herein, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Purpose of Agreement. The parties are cooperating in a joint project to finance, design, construct, install, operate and maintain a public trail (the "Trail") on a portion of the HOP Corridor consisting of real property licensed by UTA, which is more specifically described in Exhibit "A" attached hereto (hereinafter referred to as the "UTA Licensed Area") and real property owned by City, which is more specifically described in Exhibit "B" attached hereto (hereinafter referred to as the "City Property").

a. The Trail will be a paved, non-motorized corridor located on the UTA Licensed Area and the City Property, between 8700 South Box Elder County, north to approximately 6800 South, at which point the Trail will diverge and run along 200 West in Willard City north to 800 North in Willard City, as more particularly described in Exhibit "C" attached hereto (hereinafter referred to as the "Trail Alignment").

b. An Active Transportation Project Grant through UDOT has been secured by the Bear River Association of Governments ("BRAG") to design and construct the Trail. UDOT, City, and County will separately enter into a State Aid Agreement specifying the respective roles in administering the grant and other monies, and designing and constructing the Trail, which will be coordinated with UTA.

2. Portions of Trail within City. That portion of the Trail to be constructed within the jurisdictional limits of City on the City Property is approximately 2.5 miles long and extends from 800 North along 200 West, Willard, south to approximately 1100 South, Willard. This is a part of a larger project intended to extend the Trail the full length of the HOP Corridor. Upon completion of construction, City will assume sole responsibility to operate and maintain those portions of the Trail located within its jurisdictional limits. City will not have responsibility with respect to any portions of the Trail that are not constructed within the jurisdictional limits of City.

3. Portions of Trail within County. That portion of the Trail to be constructed within

the jurisdictional limits of County on the UTA Licensed Area is approximately 2.5 miles long and extends from approximately 6800 South to 8700 South along the Union Pacific railroad within the eastern sixteen feet (16') of the UTA right-of-way. This is a part of a larger project intended to extend the Trail the full length of the HOP Corridor. Upon completion of construction, County will assume sole responsibility to operate and maintain those portions of the Trail located within its jurisdictional limits of the County. The County will not have responsibility with respect to any portions of the Trail that are not constructed within the jurisdictional limits of the County.

4. Scope of use for Trail. The Trail will be open to the public for pedestrians, bicyclists, and similar non-motorized uses, including an equestrian component. All parties shall have the right to review and retain the right to terminate the scope of use(s) on those portions owned by the respective parties by delivering a 60-day written notice to the other parties.

5. Grant for Trail Design and Construction. In order to design, construct and install the Trail, an Active Transportation Project Grant has been secured by BRAG in the amount of \$6,000,000 through the Utah Department of Transportation ("UDOT"). UTA will license, by separate license agreement, the eastern sixteen feet (16') of UTA Property for the in-kind matching portion of this grant and the City will contribute an easement upon City Property for the in-kind matching portion of this grant. UTA and City will be responsible for complying with any federal, state or local grant requirements. The disbursement of the funds from the Active Transportation Project Grant will be by UDOT.

6. Design Review. City and County are the principal contracting entities with respect to the design consultant retained to perform design and engineering work for the Trail. Accordingly, City and County shall retain the design consultant and coordinate the design and approval of the final design of the Trail by the design consultant. UTA shall be consulted on Trail designs relating to that portion to be built upon the UTA Licensed Area, which designs shall be subject to UTA review and approval. City and County shall obtain reimbursement for the design consultant's fees from the Active Transportation Project Grant through UDOT.

7. Construction: Coordination with Contractor. City and County are the principal contracting entities with respect to the contractor who will construct and install the Trail on the UTA Property and the City Property. Accordingly, City and County shall retain the contractor and coordinate the construction and installation of the Trail by the contractor. City and County shall obtain reimbursement for the contractor's fees from the Active Transportation Project Grant through UDOT. UTA and City, being the owners of the properties upon which the Trail will be constructed, will coordinate the contractor's access to the properties. UTA, City and the County shall have no responsibility or liability to third parties for the acts of omissions of the contractor.

8. Inspection of Contractor's Work. When the contractor indicates that Trail construction is substantially complete under the terms of the construction contract, UTA, City, and County will conduct a joint inspection and walk-through of the Trail. As the parties who have contracted

with the contractor, and who will ultimately be responsible for operating and maintaining the Trail, City and County shall have the right to object to any portions of the contractor's work which City or County deems defective or non-compliant with the construction contract. At the completion of the inspection, UTA, City and County will develop a mutually agreeable punch list of open items which the contractor must satisfactorily complete prior to final acceptance of the Trail work. City and County shall cause the contractor to complete the open items in accordance with the approved punch list.

9. City and County to Operate Trail. Beginning upon substantial completion of the Trail and continuing thereafter until the expiration or termination of this Agreement, City and County agree to maintain those portions of the Trail within each of their respective jurisdictions. This shall include responsibility for posting and enforcing rules and ordinances related to use of the Trail. This shall include maintaining, repairing, replacing, and reconstructing all pavements, fencing, signage, landscaping or other improvements installed as part of the Trail, with such responsibility to continue throughout the term of this Agreement. This shall also include performing any law enforcement, abatement, or other actions necessary to enforce against encroachment and unlawful conduct, including security monitoring or other activities necessary to protect persons and property on the Trail. UTA will not be responsible for performing enforcement or policing duties.

10. License to Operate Trail. UTA will grant the City and County a license allowing the City and County to operate and maintain the Trail upon the UTA Property. The license shall be subject to the terms and conditions of this Agreement and indemnify UTA against damages arising out of the design, construction, maintenance, and use of Trail. The scope of the license shall not include any improvements that are not specifically necessary for the Trail including, without limitation, the installation of public utility crossings or drainage facilities upon, under, along or within the UTA Property. Any out-of-scope uses requested by City or County shall be considered pursuant to a separate licensing process. The market value of the UTA Trail License was appraised by Kendall S. Mitchell, MAI at \$381,700 as of January 23, 2024.

11. Maintenance Standard. City and County agree to maintain all Trail improvements within each of their respective jurisdictions in a good and workmanlike manner to include but not limited to the following: (1) Trees, shrubs, bushes should be kept clear of the sides of the Trail by two feet and eight feet in height. (2) The Trail surface should be kept free of weeds, especially puncturevine. (3) The Trail surface should be repaired as needed in order to remain functional and safe. (4) Directional and informational signage should be kept in a clearly legible state and in a manner consistent with City's public parks and County's public facilities. (5) All maintenance shall be performed consistent with the laws, rules, regulations, ordinances or other requirements of any governmental authority having jurisdiction with respect to the property upon which the Trail is constructed and installed. City and County will not be required to perform any snow removal on the Trail. City and County will maintain the full width of the UTA Licensed Area.

12. Work to be Performed by City and County after Initial Installation. Upon completion of the Trail, City and County will be responsible for all subsequent work required to maintain the Trail to the standards contemplated in this Agreement. The parties acknowledge that the historic use of the HOP Corridor as a railroad right-of-way requires the implementation of certain requirements, standards and restrictions related to work to be performed by City and County. City and County agree to cause the preparation of detailed plans and specifications with respect to any non-routine work to be performed by City or County including, without limitation, any work involving the proposed excavation or penetration of surface soils. UTA shall have the right to review and approve such plans and specifications.

13. Environmental Covenant. Unless specifically approved in writing by UTA, City and County hereby covenant not to cause or permit the introduction, usage, storage or release of any hazardous materials on or adjacent to the UTA Property. As used in this Agreement, the term "hazardous materials" means any pollutants, toxic substances, hazardous wastes, hazardous substances, oils of any kind or in any form (including petroleum, fuel oil, diesel oils, crude oil or any fraction thereof), and any other substances defined in or pursuant to the Resource Conservation and Recovery Act, the Comprehensive Response, Compensation and Liability Act, the Federal Clean Water Act, the Federal Clean Air Act, the Toxic Substance Control Act, or any other federal, state or local environmental laws, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereon, previously enforced or subsequently enacted.

14. Allocation of Liability. Each party shall perform the obligations it has assumed under this Agreement in a reasonable manner and in compliance with all applicable laws. Liability for any costs, liabilities, damages, suits, judgments, fines, fees (including attorneys' fees) or other losses (hereafter collectively "Losses") arising from the Trail shall be allocated as follows:

14.1. Each party shall be liable and responsible for any Losses arising from or in connection with its respective breach of the obligations assumed under this Agreement.

14.2 City and County agree to indemnify, defend, and hold UTA harmless from and against any and all Losses relating to (1) use of the Trail, whether legal or illegal, or (2) construction or maintenance activities conducted by City or County or its agents on the Trail, or (3) the design of the Trail, unless such Losses are caused by the gross negligence or misconduct of UTA.

14.3. UTA shall remain liable and responsible for any Losses connected to the existing environmental condition of the UTA Property. City and County shall be liable and responsible for any Losses related to any exacerbation of existing environmental conditions affected by City's or County's breach of its obligations under this Agreement including, without limitation, City's or County's violation of the covenant contained in this Agreement.

14.4. All other Losses shall be allocated as otherwise provided by applicable law.

14.5. In cases where a lawsuit, enforcement proceeding, administrative hearing or other adjudicative proceeding is commenced against any party for or on account of Losses for which the other party may be solely or jointly liable under this Agreement, the party thus served shall give other parties timely written notice of the pendency of such proceeding, and thereupon the parties so notified shall assume or join in the defense thereof. No party shall be bound by any judgment against the other parties unless it shall have been so notified and shall have reasonable opportunity to assume or join in the defense of the action.

14.6. Nothing provided in this Agreement is intended to waive, modify, limit or otherwise affect any defense or provisions that the parties may assert with respect to any third party. The Parties recognize and acknowledge that they are public or governmental entities covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63G-7-101 et. seq. of the Utah Code, as amended, and the limits of liability therein described. Nothing herein shall constitute a waiver of any legal defenses or benefits available under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

15. Default. A party shall be deemed in default of this Agreement upon the failure of such party to observe or perform a covenant, condition or agreement on its part to be observed or performed, and the continuation of such failure for a period of 30 days after the giving of written notice by the non-defaulting party(ies), which notice shall specify such failure and request that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the 30-day period and thereafter diligently pursued until such failure is corrected. In the event of a default hereunder, the non-defaulting party(ies) shall have a breach of contract claim remedy against the defaulting party in addition to all the other remedies provided or permitted by law, provided that no remedy which would have the effect of amending or termination any provisions of this Agreement shall become effective without formal amendment of this agreement.

16. Term. This Agreement shall be effective when fully executed by all parties. Subject to the provisions for termination as provided in Section 17 below, this Agreement shall continue in full force and effect for an initial term of 25 years. Provided that no party is in default with respect to this Agreement, this Agreement shall automatically renew for an additional term of 25 years, provided that no party has delivered (within the 180 days immediately preceding expiration of the initial term) written notice of its intent to terminate the Agreement upon expiration of the initial term.

17. Termination. This Agreement and the Trail contemplated hereunder are both subject to recommencement of rail or commencement of other UTA transit operations within the HOP



Corridor.. Notwithstanding the Term of this Agreement or any other provision of this Agreement, UTA shall have the right to terminate this Agreement, at its sole option, and without recourse on the part of City or County, in the event that freight or public transit operation are commenced (or construction with respect to freight or public transit improvements commences) in the HOP Corridor, by providing 180 days' notice to the other parties.

18. Effect of Termination. In the event that this Agreement expires or is terminated prior to expiration, City and County shall peacefully surrender their use of the UTA Property and the UTA Property shall cease to be used as a City and County Trail. UTA, at its expense, may thereafter remove all property constructed upon the UTA Property as part of the Trail.

19. Notices. Any notice, demand, request, consent, submission, approval, designation or other communication which any party is required or desires to give under this Agreement shall be made in writing and delivered to the other party(ies) at the addresses set forth below or at such other addresses as such party may provide in writing from time to time. All notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to UTA  
Utah Transit Authority  
Attn: Property Management Department  
669 West 200 South  
Salt Lake City, Utah 84101

With a Copy to  
Utah Transit Authority  
Attn: Attorney General's Office  
669 West 200 South  
Salt Lake City, Utah 84101

If to City  
Willard City  
Attn: City Recorder  
80 West 50 South (PO Box 593)  
Willard, Utah 84340

With a Copy to  
Willard City  
Attn: City Attorney  
80 West 50 South (PO Box 593)  
Willard, Utah 84340

If to County  
Box Elder County  
Attn: County Clerk  
1 South Main Street  
Brigham City, Utah 84302

With a Copy to  
Box Elder County  
Attn: County Attorney's Office  
81 North Main St, Suite 102  
Brigham City, Utah 84302

20. Non-Waiver. No covenant or condition of this Agreement may be waived by any party unless done so in writing by such party. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other party(ies).

21. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of the Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. Governing Law. The validity, interpretation and performance of this Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement that cannot be resolved to the satisfaction of the parties shall only be brought in the District Court of Box Elder County, Utah, which shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third persons under this Agreement. It is the express intention of the parties that any third person who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

24. Entire Agreement: Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises or inducements made by any party or agents of any party that are not contained in this Agreement shall be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument signed by all parties.

25. Interlocal Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and in connection with this Agreement, the parties agree as follows:

25.1. This Agreement shall be authorized by resolution or ordinance of the governing body or each party.

25.2. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party.

25.3. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party.

25.4. Prior to the expiration of the term of this Agreement pursuant to Section 16 of this Agreement, this Agreement may only be terminated by and upon the express written consent of the parties or as otherwise set forth in Section 16.

25.5. Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by any party, or by the parties jointly, pursuant to this Agreement shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed between the parties or as otherwise required by applicable local, state and federal law.

25.6. This agreement shall be jointly administered by Willard City Manager and the Box Elder County Community Development Director.

**IN WITNESS WHEREOF**, the parties have each executed this Interlocal Agreement Regarding the Development and Operation of a Trails Project on the Historic Orchard Pathway Corridor as of the date first set forth above.

**UTAH TRANSIT AUTHORITY**

**WILLARD CITY CORPORATION**

By: \_\_\_\_\_  
UTA Executive Director

By: \_\_\_\_\_  
Travis Mote, Mayor

By: \_\_\_\_\_  
Chief Capital Services Development Officer

**ATTEST AND COUNTERSIGN**

\_\_\_\_\_  
Susan Obray, City Recorder

**APPROVED AS TO FORM AND LEGALITY**

**APPROVED AND REVIEWED AS TO  
PROPER FORM AND COMPLIANCE  
WITH APPLICABLE LAW**

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Willard City Attorney's Office

**BOX ELDER COUNTY**

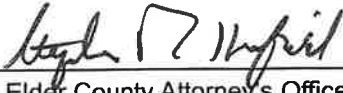
By: Boyd M. Bil  
Boyd Bingham, Chairman, County Commission



**ATTEST AND COUNTERSIGN**

Marla Young  
Marla Young, County Clerk

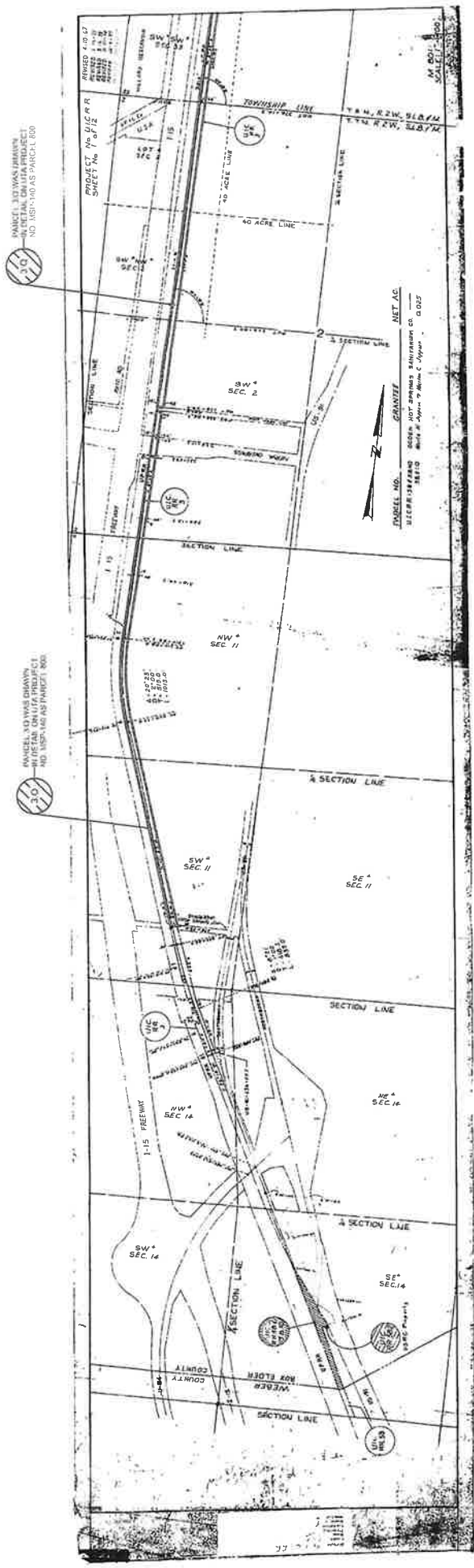
APPROVED AND REVIEWED AS TO  
PROPER FORM AND COMPLIANCE  
WITH APPLICABLE LAW

A handwritten signature in black ink, appearing to read "Stephen W. Hupfeld". The signature is written in a cursive style with a large, stylized initial "S".

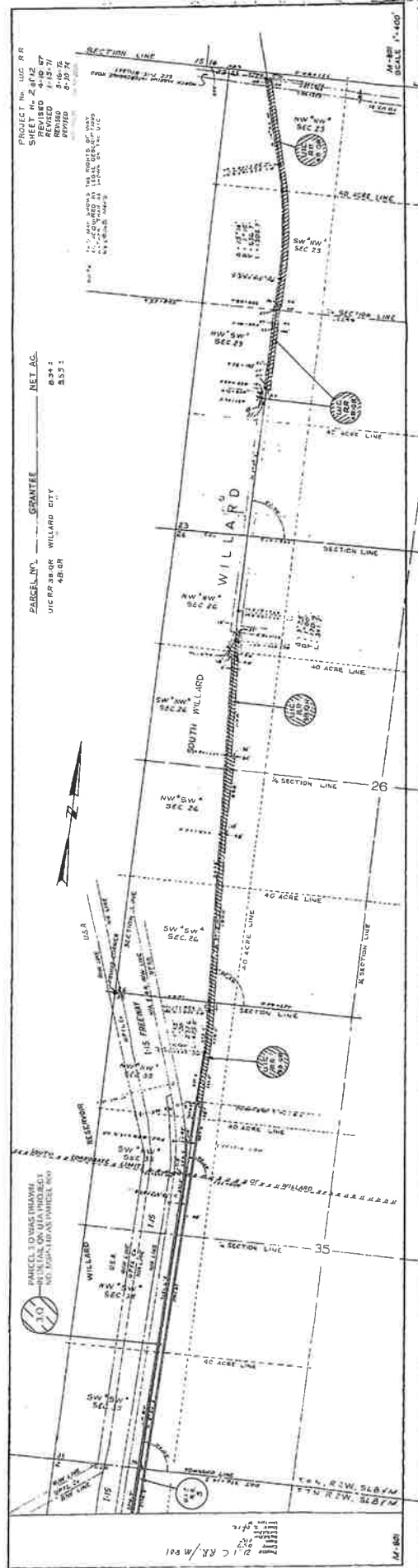
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Box Elder County Attorney's Office

# Exhibit A



SURPLUS SUMMARY			
PANEL NO	GRANTEE	NET AC	RECORDING INSTR. NO.
10	STATE TRANSFER AUTHORITY	2151	108-110



PROJECT No. UIC RR  
 DRAWN BY J. R. M. 07  
 REVISED 1-13-77  
 REVISIONS 8-20-74  
 DRAWN BY J. R. M. 07

PARCEL NO. 4308  
 GRANTEE WILLARD CITY  
 NET AC. 853.1

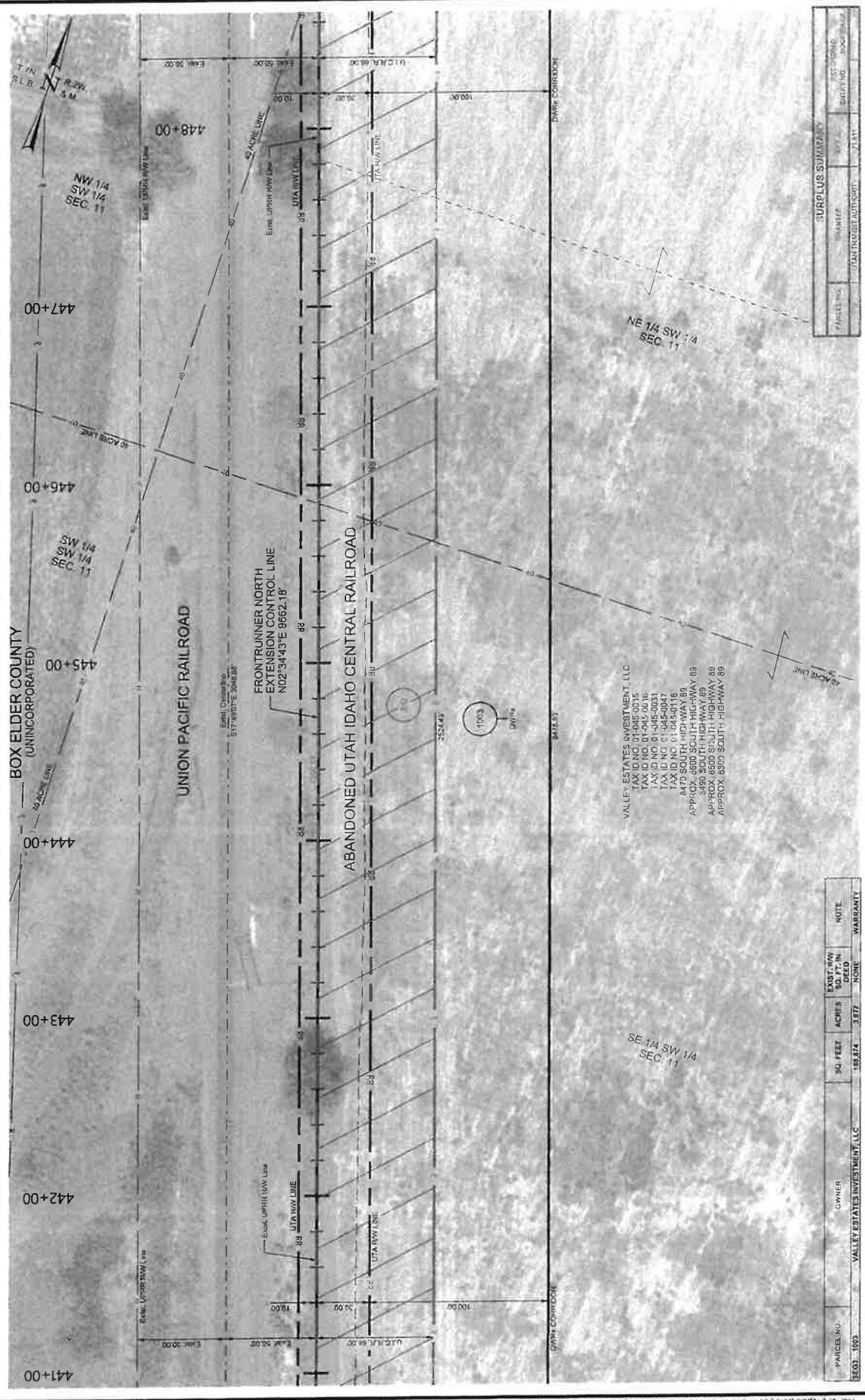
PARCEL 1 DWSR DRAWN BY J. R. M. 07  
 NOT TO SCALE ON THIS PROJECT  
 NO. 1500-110 AS PARCEL NO.

SURPLUS SUMMARY			
PARCEL NO.	GRANTEE	NET AC.	RECORDING BOOK/PAGE
4308	WILLARD CITY	853.1	21811
UTAH TRAILER AUTHORITY			

J. R. M. 07  
 1-13-77  
 8-20-74







VALLEY ESTATES INVESTMENT LLC  
 TAX ID NO. 01-945-0015  
 TAX ID NO. 01-945-0016  
 TAX ID NO. 01-945-0031  
 TAX ID NO. 01-945-0047  
 TAX ID NO. 01-945-0018  
 TAX ID NO. 01-945-0019  
 APPROX. 8500 SOUTH HIGHWAY 89  
 APPROX. 3400 SOUTH HIGHWAY 89  
 APPROX. 8500 SOUTH HIGHWAY 89  
 APPROX. 8500 SOUTH HIGHWAY 89

SURPLUS SUMMARY	
Parcel No.	1003
Block No.	1003
Sheet No.	1003
Stationing	441+00 to 448+00

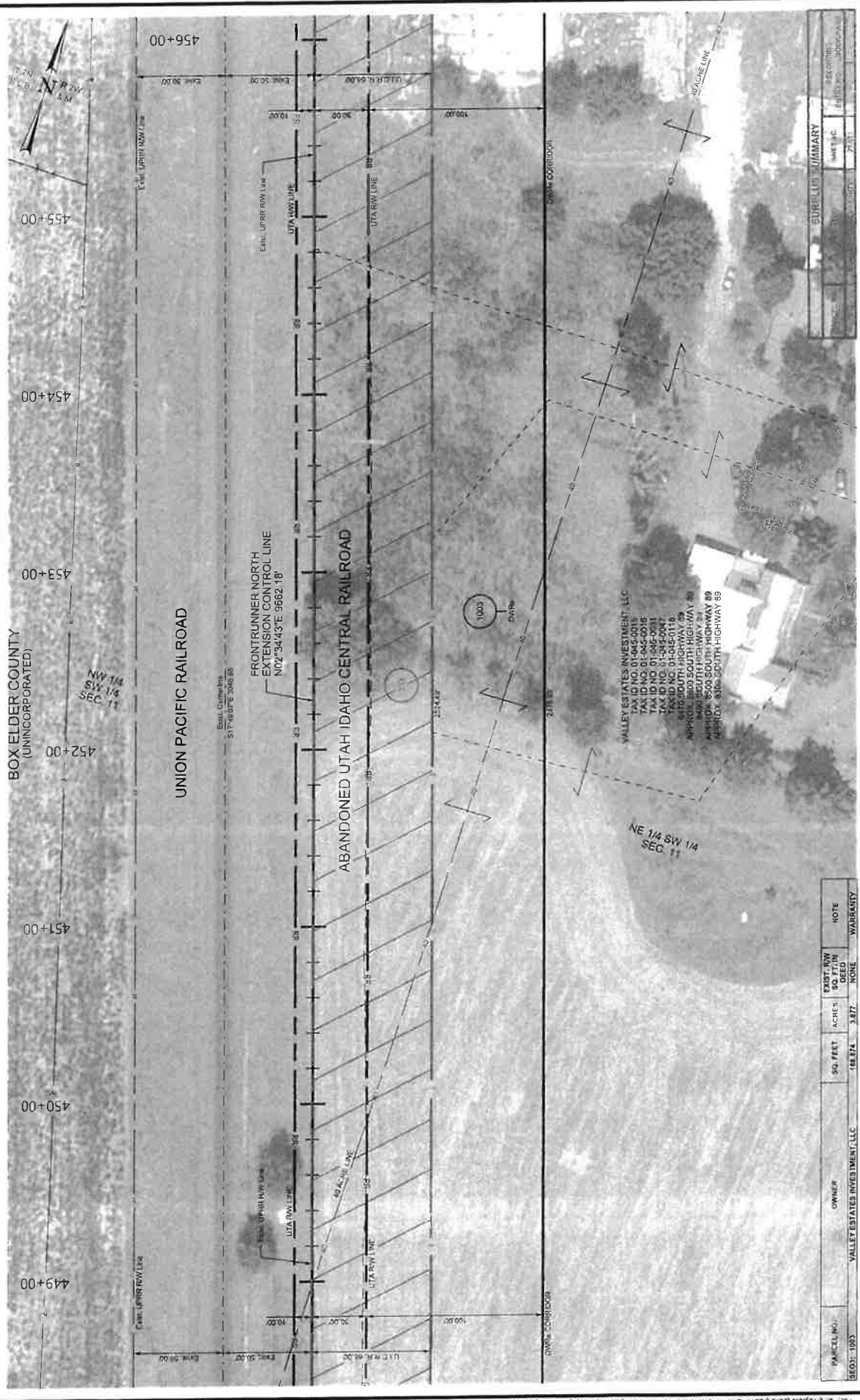
PARCEL NO.	OWNER	ACRES	DEED	NOTE
1003	VALLEY ESTATES INVESTMENT LLC	3.87	18-814	WARRANTY




FRONT RUNNER NORTH EXTENSION  
 RIGHT OF WAY PLAN  
 SEGMENT 3

DATE: 06/13/2020  
 SHEET NO.: R 1061





14-18 U:\Projects\2018\18077-DRN-R-UTR-NEAR to Box Elder\18077-UTR\right of way\Sheet\18077-UTR-NEAR to Box Elder.dwg Date Plotted: 6/16/2020 6:16:20 AM

<b>PARCEL NO.</b> BE03 1003		<b>OWNER</b> VALLEY ESTATES INVESTMENT, LLC		<b>50 FEET</b> 16.874	<b>ACRES</b> 3.877	<b>EAST ROW</b> 0.000	<b>DEED</b> NONE	<b>NOTE</b> WARRANTY
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<b>DEEDS SUMMARY</b>			
DEED NO.	DATE	ACRES	RECORDING
1003	12/11/18	3.877	2019000001

Scale in Feet

UTAH

Meridian Engineering, Inc.

PROJECT NO.: 18077 SHEET NO.: 30	PROJECT NAME: <b>FRONTRUNNER NORTH EXTENSION</b> <b>RIGHT OF WAY PLAN</b> <b>SEGMENT 3</b>	DATE: 06/13/2020 RITER: R1062
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FILE: U:\Projects\2018\18077-UTV\Right of Way\Sheet\Plan\001\_Porch 3.dwg SHEET: MCN1053-ADDENDUM 19  
 6/16/2020 5:05:06 PM

PC 463+49.55  
 N 68°17'29.7"  
 E 293.15.988

FRONT RUNNER NORTH EXTENSION CONTROL LINE  
 N 66°16'21.71"  
 E 79042.806  
 S 7307.301  
 L 1339.19  
 CH = 113.112  
 CH-B = 107.372 W  
 CH-B = 107.372 W

VALLET STATES INVESTMENT LLC  
 TAX ID NO. 01-045-0015  
 TAX ID NO. 01-045-0016  
 TAX ID NO. 01-045-0017  
 TAX ID NO. 01-045-0018  
 TAX ID NO. 01-045-0019  
 APPROX. 8500 SOUTH-HIGHWAY 89  
 APPROX. 8300 SOUTH-HIGHWAY 89

SW 1/4 NW 1/4 SEC. 11  
 NE 1/4 SW 1/4 SEC. 11

SW 1/4 NW 1/4 SEC. 11

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SW 1/4 NW 1/4 SEC. 11

SW 1/4 NW 1/4 SEC. 11

SW 1/4 NW 1/4 SEC. 11

FRONT RUNNER NORTH EXTENSION CONTROL LINE

FRONT RUNNER NORTH EXTENSION CONTROL LINE

N 66°16'21.71"  
 E 79042.806  
 S 7307.301  
 L 1339.19  
 CH = 113.112  
 CH-B = 107.372 W

06/13/2020  
 R 1063

**FRONT RUNNER NORTH EXTENSION**  
 RIGHT OF WAY PLAN  
 SEGMENT 3

BOX ELDER COUNTY (UNINCORPORATED)

UNION PACIFIC RAILROAD

FRONT RUNNER NORTH EXTENSION CONTROL LINE  
 N02°34'43"E 9662.18

880051

MS-C-LEO

880051

VALLET STATES INVESTMENT LLC

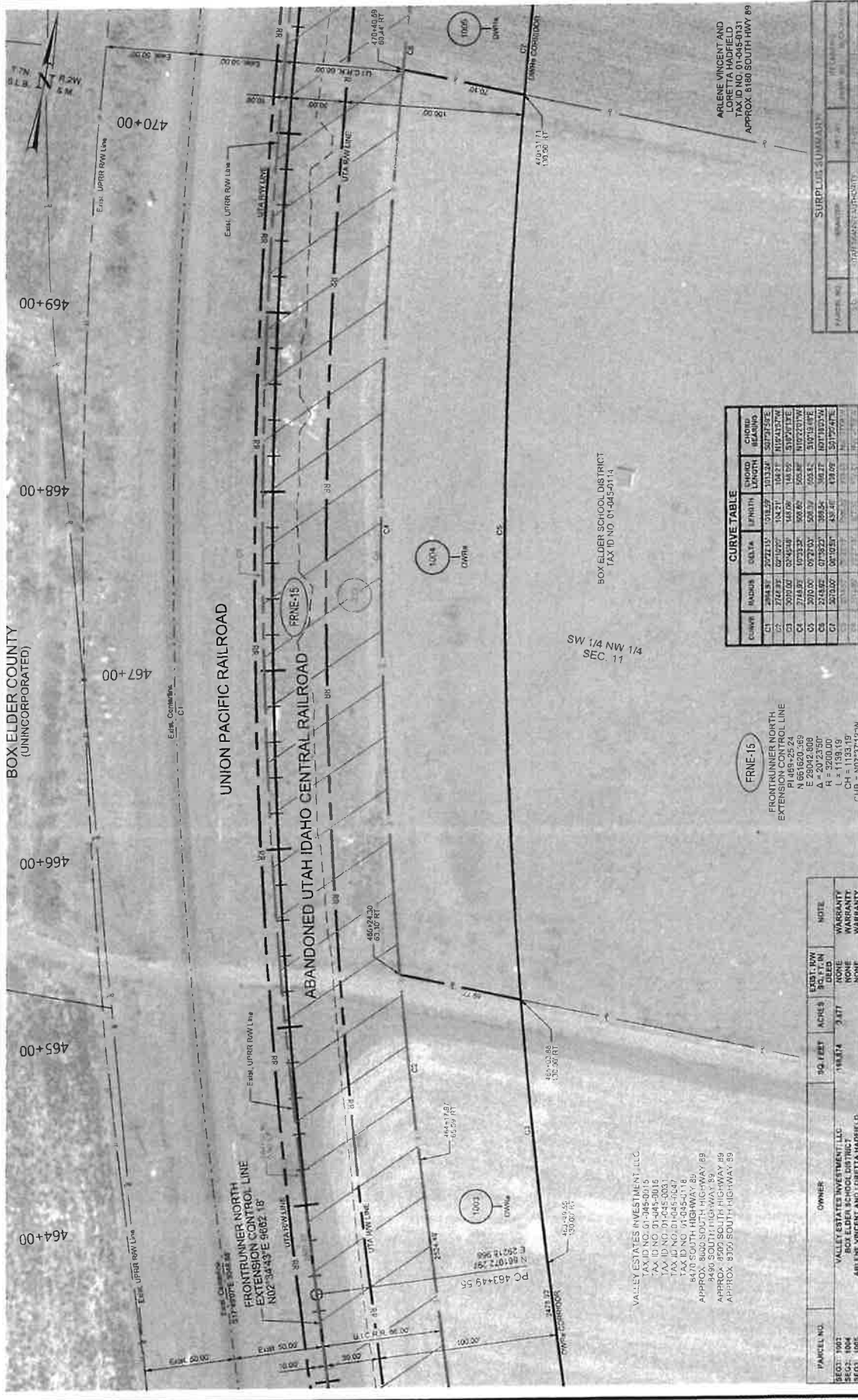
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 TAX ID NO. 01-045-0016  
 TAX ID NO. 01-045-0017  
 TAX ID NO. 01-045-0018  
 TAX ID NO. 01-045-0019  
 APPROX. 8500 SOUTH-HIGHWAY 89  
 APPROX. 8300 SOUTH-HIGHWAY 89

PARCEL NO.	OWNER	30 FEET	ACRES	3.87	3.87	3.87	3.87	NOTE
880051	VALLET STATES INVESTMENT LLC							WARRANTY

SW 1/4 NW 1/4 SEC. 11

NE 1/4 SW 1/4 SEC. 11

SCALE IN FEET



BOX ELDER COUNTY  
(UNINCORPORATED)

UNION PACIFIC RAILROAD

ABANDONED UTAH IDAHO CENTRAL RAILROAD

FRONT RUNNER NORTH  
EXTENSION CONTROL LINE  
N02 34.43° E 9682.18'  
450±24.30  
63.16 RT

VALLEY STATES INVESTMENT, LLC  
TAX ID NO. 01-945-0015  
TAX ID NO. 01-945-0031  
TAX ID NO. 01-945-0033  
TAX ID NO. 01-945-0047  
TAX ID NO. 01-945-0118  
TAX ID NO. 01-945-0119  
TAX ID NO. 01-945-0120  
APPROX. 8002 SOUTH HIGHWAY 89  
APPROX. 8202 SOUTH HIGHWAY 89  
APPROX. 8302 SOUTH HIGHWAY 89

BOX ELDER SCHOOL DISTRICT  
TAX ID NO. 01-945-2114

SW 1/4 NW 1/4  
SEC. 11

FRNE-15

FRONT RUNNER NORTH  
EXTENSION CONTROL LINE  
N 15° 00' 00" E 1000.00'  
M 185.6203 ± 63  
E 230942.808  
Δ = 20° 23' 50"  
R = 2300.00'  
CH = 1133.19'  
CHB = N07°37'12"W

PARCEL NO.	OWNER	SQ FEET	ACRES	ESTIM. INV. DEBT	NOTE
SE03: 1002	VALLEY STATES INVESTMENT, LLC	1918.74	0.437	NONE	WARRANTY
SE02: 1004	BOX ELDER SCHOOL DISTRICT			NONE	WARRANTY
SE03: 1005	ARLENE VINCENT AND LORETTA MADFIELD			NONE	WARRANTY

CHORD	CHORD LENGTH	PERCENT	CHORD BEARING
C1	2022.15	0.457	S02°31'52"E
C2	2070.00	0.462	S02°31'52"E
C3	2070.00	0.462	S02°31'52"E
C4	2070.00	0.462	S02°31'52"E
C5	2070.00	0.462	S02°31'52"E
C6	2070.00	0.462	S02°31'52"E
C7	2070.00	0.462	S02°31'52"E

SURPLUS SUMMARY	
AMOUNT	1133.19
PERCENT	0.25

14 19 U:\Projects\2018\1007-DHW-R-UTA-More-to-Box-Elde\1007-UTA-right-of-way\Sheet-FRM\1007-FRM-1-UTA-More-to-Box-Elde\1007-UTA-right-of-way\1007-UTA-right-of-way.dwg

06/13/2020

SCALE IN FEET

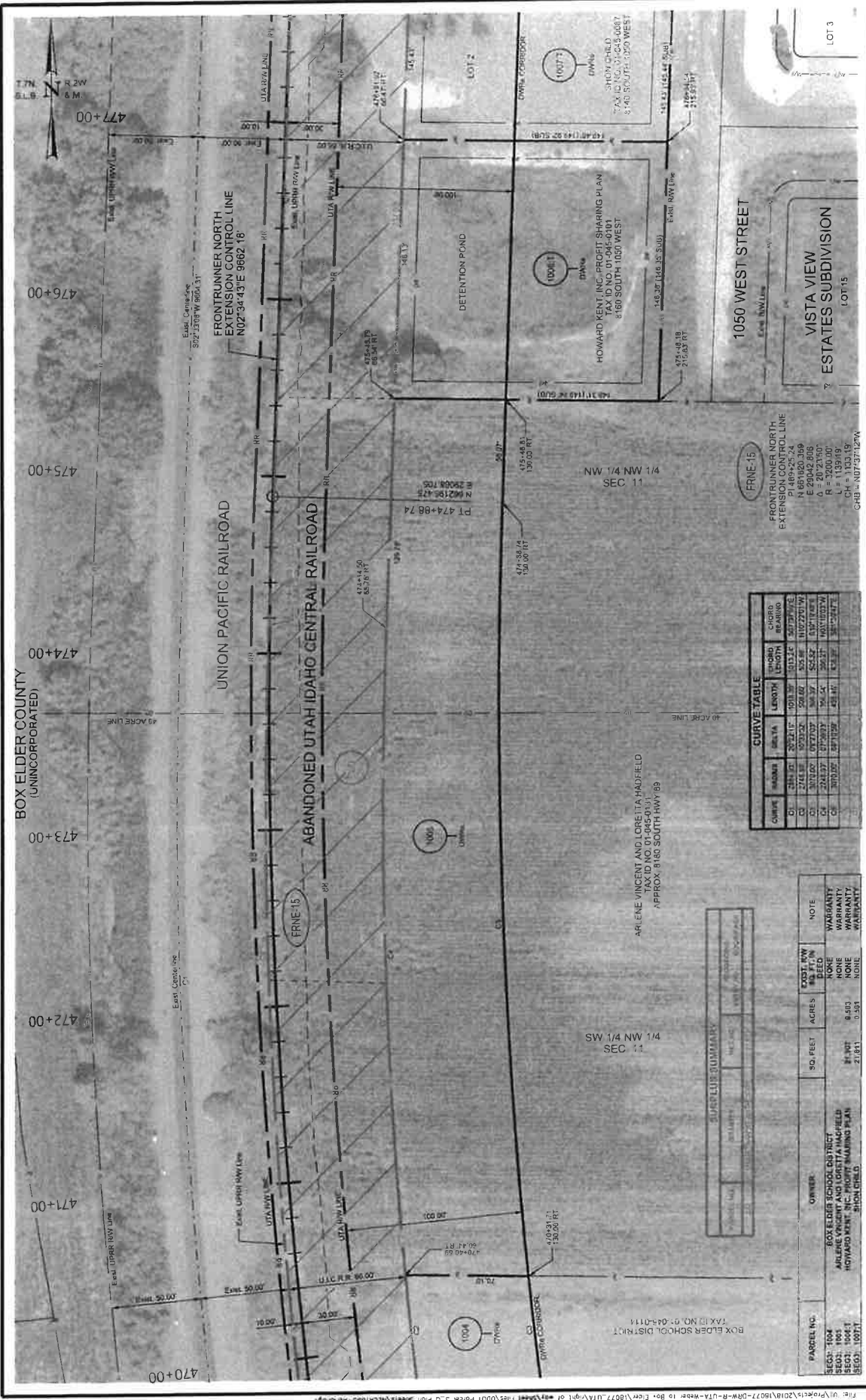
0 25 50

UTAH

FRONT RUNNER NORTH EXTENSION  
RIGHT OF WAY PLAN  
SEGMENT 3

06/13/2020

R 1064



Curve	Station	Delta	Length	Chord	Bearing
D1	214.01	30.211°	2011.37	1012.16	307.771°/E
D2	274.88	97.932°	250.00	200.00	110.729°/W
D3	311.00	07.710°	30.37	55.542	107.100°/E
D4	330.77	87.105°	45.14	43.27	307.271°/E

Parcel No.	Owner	SQ. FEET	ACRES	EXIST. RW DEED	NOTE
SECC: 1004	BOX ELDER SCHOOL DISTRICT				
SECC: 1005	ARLENE VINCENT AND LORETTA HADFIELD	0.400	0.903	NONE	WARRANTY
SECC: 1006	HOWARD KENT INC. PROFIT SHARING PLAN			NONE	WARRANTY
SECC: 1007	SHOW CHILD	2.1841	0.500	NONE	WARRANTY

14.20  
 File: \\V:\projects\2018\18077-DW-R-UT-18077-UT\right of way\Drawings\18077-DW-R-UT-18077-UT.dwg  
 6/14/2020  
 Checked: [blank]

DATE: 06/13/2020  
 SHEET: R1065

**FRONT RUNNER NORTH EXTENSION**  
**RIGHT OF WAY PLAN**  
**SEGMENT 3**

BOX ELDER COUNTY  
 (UNINCORPORATED)

**UTA**

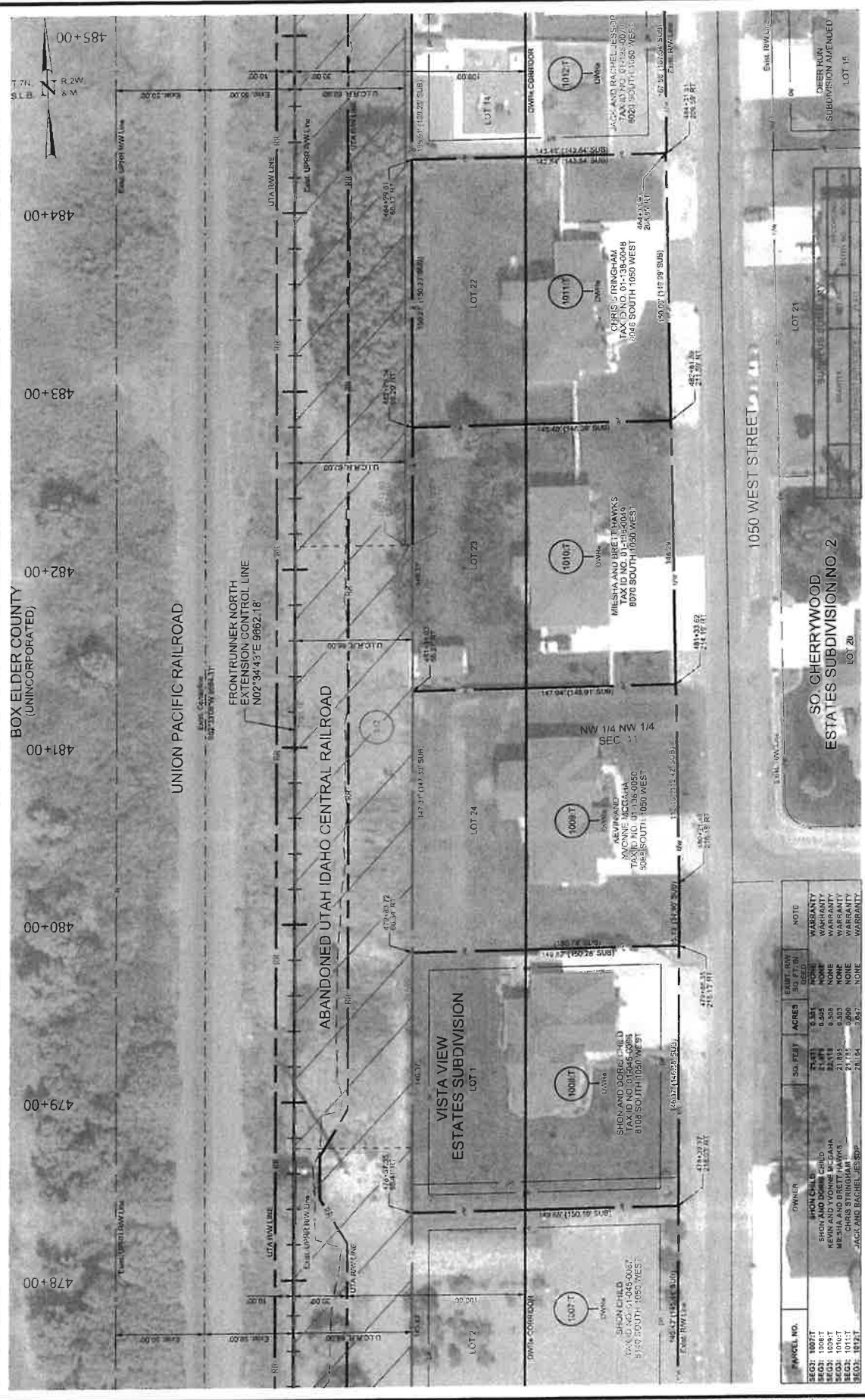
DATE: 06/13/2020  
 SHEET: R1065

PROJECT: 18077

**MERIDIAN**  
 ENGINEERING, INC.

DATE: 06/13/2020  
 SHEET: R1065

SCALE: 1" = 50'



PANEL NO.	OWNER	SQ. FEET	ACRES	SQ. FT. TO ACRES	NOTE
SE03: 1007T	SHON CHILDS	21,471	0.491	43,560	WARRANTY
SE03: 1008T	SHON AND DOBBS CHILD	21,471	0.491	43,560	WARRANTY
SE03: 1009T	KEVIN AND YVONNE MCCOY	21,471	0.491	43,560	WARRANTY
SE03: 1010T	CHRIS STRINGHAM	21,471	0.491	43,560	WARRANTY
SE03: 1011T	JACK AND RACHEL JESSOP	21,471	0.491	43,560	WARRANTY
SE03: 1012T	JACK AND RACHEL JESSOP	21,471	0.491	43,560	WARRANTY

**FRONTRUNNER NORTH EXTENSION**  
RIGHT OF WAY PLAN  
SEGMENT 3

**SO. CHERRYWOOD**  
ESTATES SUBDIVISION NO. 2

**UTA**

**MERIDIAN**  
ENGINEERING INC.

PROJECT NO. 180077      SHEET NO. 1000031

DATE: 06/13/2020

DRAWN BY: R1066

478+00      479+00      480+00      481+00      482+00      483+00      484+00      485+00  
 BOX ELDER COUNTY (UNINCORPORATED)  
 UNION PACIFIC RAILROAD  
 FRONTRUNNER NORTH EXTENSION CONTROL LINE N02 34.43° E 9892.18'  
 ABANDONED UTAH CENTRAL RAILROAD  
 VISTA VIEW ESTATES SUBDIVISION LOT 1  
 SHON CHILDS TAX ID NO. 014045-0067 8155 SOUTH 1050 WEST  
 KEVIN AND YVONNE MCCOY TAX ID NO. 014045-0068 8075 SOUTH 1050 WEST  
 CHRIS STRINGHAM TAX ID NO. 014045-0069 8075 SOUTH 1050 WEST  
 MIESHA AND BRIE THAWKS TAX ID NO. 014045-0065 8075 SOUTH 1050 WEST  
 JAC AND RACHEL JESSOP TAX ID NO. 014045-0066 8075 SOUTH 1050 WEST  
 SO. CHERRYWOOD ESTATES SUBDIVISION NO. 2  
 DEER RUN SUBDIVISION AMENDED LOT 15  
 1050 WEST STREET  
 SCALE IN FEET: 0, 25, 50  
 1/2" = 100'



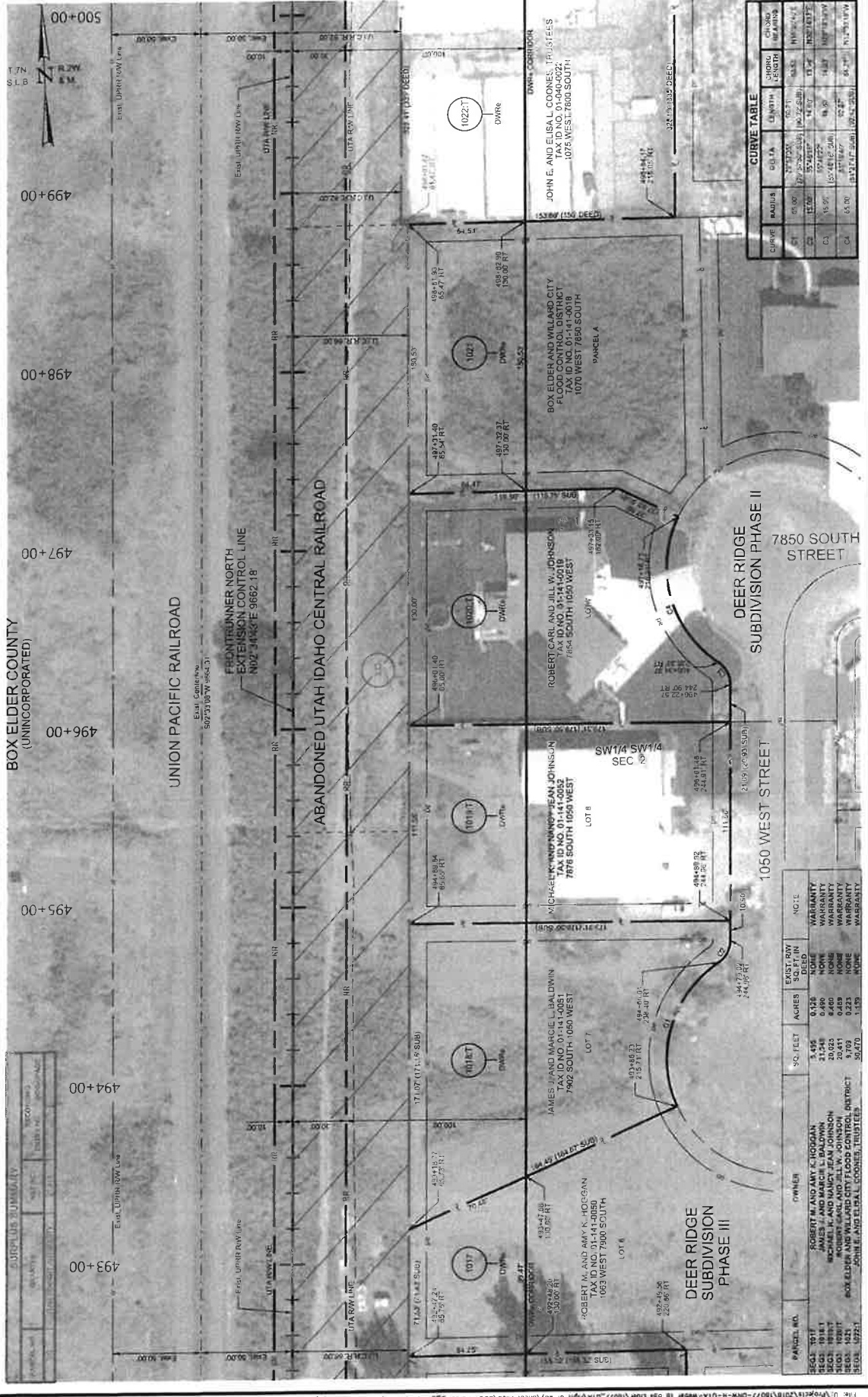
PARCEL NO.	OWNER	50 FEET	ACRES	50 FT IN DEED	NOTE
10121	JACK AND BACHEL LESSOR	0.447	0.010	WARRANTY	
10127	DELANE A AND LORRIE VAUGHN	0.847	0.019	WARRANTY	
10143	BOX ELDER AND WALLARD CITY FLOOD CONTROL DISTRICT	13.144	0.303	NONE	
1015	STEVEN ANTHONY AND AMY B. HANSEN	0	0	WARRANTY	
10161	STEVEN ANTHONY AND AMY B. HANSEN	20.091	0.458	NONE	

CURVE	RAVINE	CHORD	CHORD BEARING
C1	15.00'	97.112'	23.47°
C2	25.00'	79.393'	78.41°
C3	52.00'	112.247'	118.91°
		130.00'	231.65°

CURVE TABLE		CHORD	CHORD BEARING
C1	15.00'	97.112'	23.47°
C2	25.00'	79.393'	78.41°
C3	52.00'	112.247'	118.91°
		130.00'	231.65°



**PROPERTY BOUNDARY**

OWNER	ACRES	AREA
ROBERT M. AND AMY K. HOGAN	3.452	148,327.00
JAMES J. AND MARCEL L. BALDWIN	21.548	8,942,230.00
MICHAEL AND NANCY JEAN JOHNSON	10.000	4,047,000.00
ROBERT CABAL AND JILL W. JOHNSON	20.815	8,342,000.00
JOHN E. AND ELISSA L. COONES	9.709	3,912,000.00
BOX ELDER AND WILLARD CITY FLOOD CONTROL DISTRICT	1.022	40,875.00
JOHN E. AND ELISSA L. COONES, TRUSTEES	39.270	15,712,000.00

**CURVE TABLE**

CURVE	RADIUS	CHORD	CHORD BEARING	CHORD BEARING
C1	15.00	17.7727	65.71	N 17.7727 E
C2	15.00	55.9477	14.27	N 14.2700 E
C3	15.00	55.9477	14.27	N 14.2700 E
C4	65.00	137.7477	32.47	N 32.4700 E

**DEER RIDGE SUBDIVISION PHASE II**

PARCEL NO.	OWNER	SQ. FEET	ACRES	EXIST. ROW DEED IN	NOTE
1017	ROBERT M. AND AMY K. HOGAN	3,452	0.079	NONE	WARRANTY
1018	JAMES J. AND MARCEL L. BALDWIN	21,548	0.490	NONE	WARRANTY
1019	MICHAEL AND NANCY JEAN JOHNSON	10,000	0.228	NONE	WARRANTY
1020	ROBERT CABAL AND JILL W. JOHNSON	20,815	0.475	NONE	WARRANTY
1021	JOHN E. AND ELISSA L. COONES	9,709	0.223	NONE	WARRANTY
1022	BOX ELDER AND WILLARD CITY FLOOD CONTROL DISTRICT	1,022	0.023	NONE	WARRANTY
1023	JOHN E. AND ELISSA L. COONES, TRUSTEES	39,270	0.903	NONE	WARRANTY

**FRONT RUNNER NORTH EXTENSION**  
RIGHT OF WAY PLAN  
SEGMENT 3

**UTA**

**MERIDIAN**  
ENGINEERING, INC.

DATE: 1/2020  
PROJECT: MSP-140  
SHEET: 80051

SCALE IN FEET: 0 25 50

DATE: 06/13/2020  
SHEET: R1068

BOX ELDER COUNTY (UNINCORPORATED)

UNION PACIFIC RAILROAD

FRONT RUNNER NORTH EXTENSION CONTROL LINE  
N02°44'42"E 9662.18'

ABANDONED UTAH IDAHO CENTRAL RAILROAD

DEER RIDGE SUBDIVISION PHASE III

DEER RIDGE SUBDIVISION PHASE II

7850 SOUTH STREET

1050 WEST STREET

SW 1/4 SW 1/4 SEC 2

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

LOT 23

LOT 24

LOT 25

LOT 26

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LOT 28

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LOT 37

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LOT 82

LOT 83

LOT 84

LOT 85

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LOT 89

LOT 90

LOT 91

LOT 92

LOT 93

LOT 94

LOT 95

LOT 96

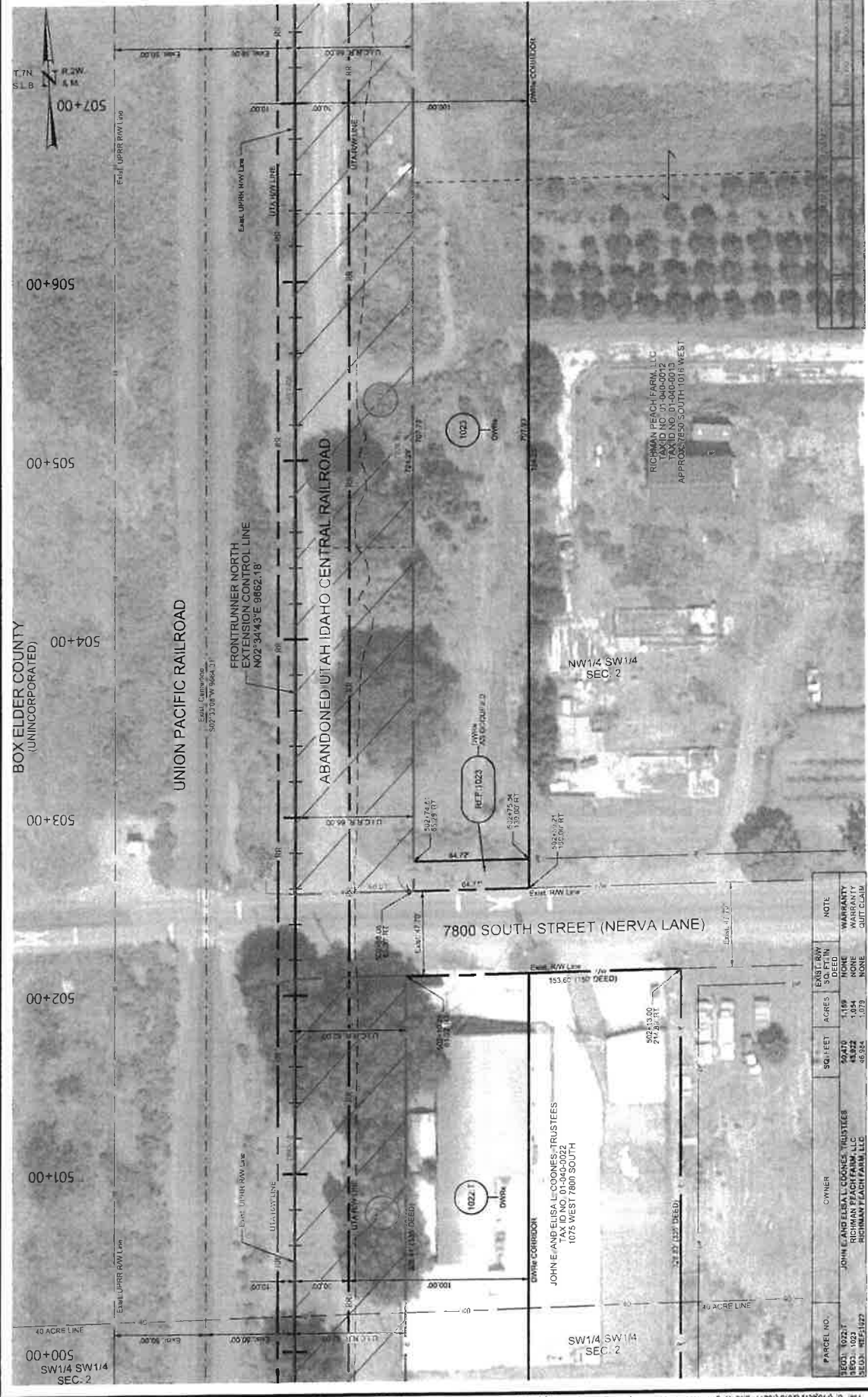
LOT 97

LOT 98

LOT 99

LOT 100





**BOX ELDER COUNTY**  
 (UNINCORPORATED)

**UNION PACIFIC RAILROAD**

**ABANDONED UTAH IDAHO CENTRAL RAILROAD**

FRONT RUNNER NORTH  
 EXTENSION CONTROL LINE  
 N02 3443'E 9862.18

**7800 SOUTH STREET (NERVA LANE)**

NW1/4 SW1/4  
 SEC. 2

SW1/4 SW1/4  
 SEC. 2

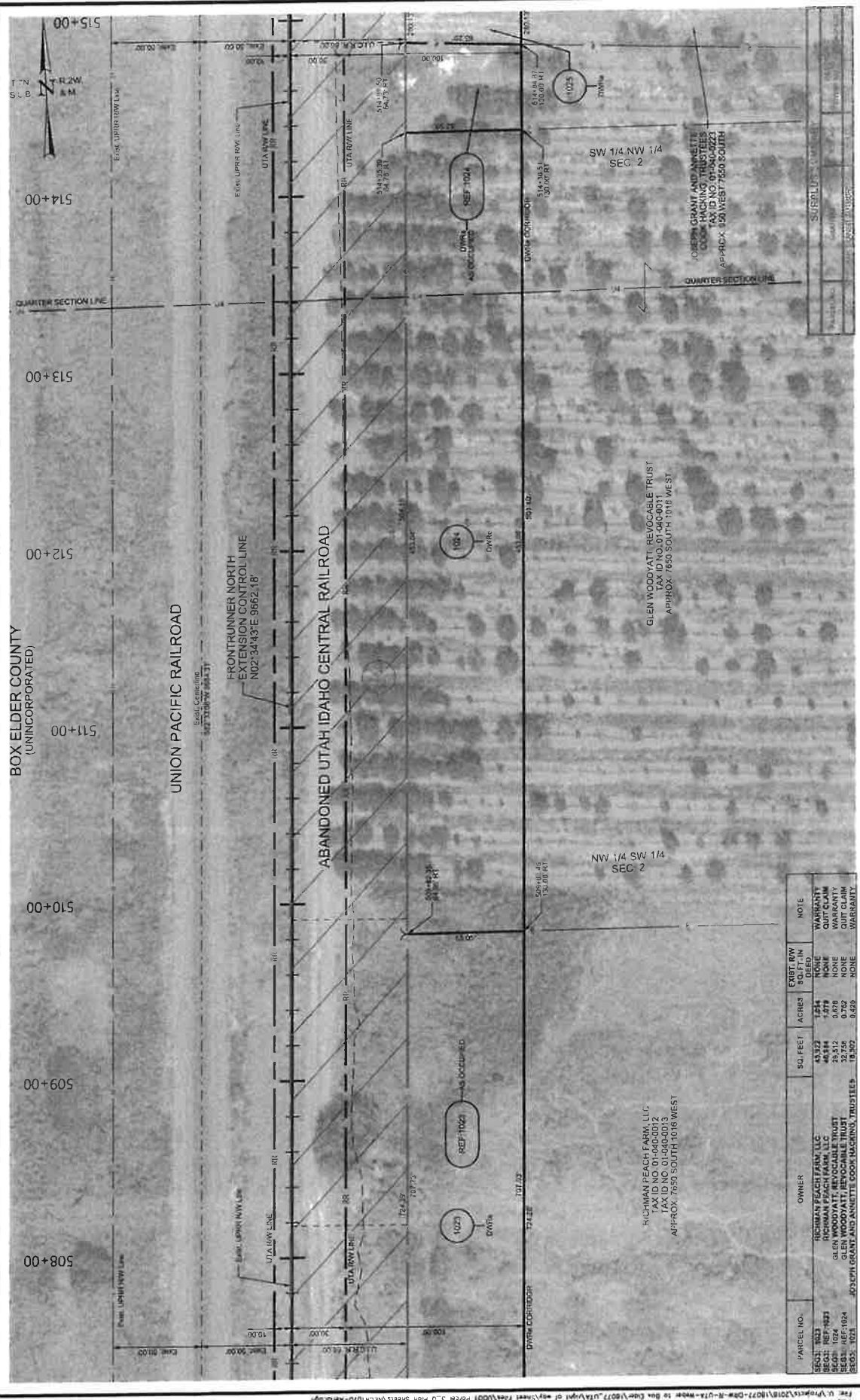
**JOHN E AND ELISA L. COOKES, TRUSTEES**  
 1075 WEST 7800 SOUTH

**RICHMAN PEACH FARM, LLC**  
 TAX ID NO. 01-000002  
 TAX ID NO. 02-000003  
 APPROX. 7850 SOUTH 1014 WEST

PARCEL NO.	OWNER	SQ. FEET	ACRES	ESR/STATUS		NOTE
				ESR/STATUS	DEED	
1022-1	JOHN E AND ELISA L. COOKES, TRUSTEES	2,000	0.046	DEED	DEED	WARRANTY
1022-2	RICHMAN PEACH FARM, LLC	44,122	1.014	NONE	NONE	WARRANTY
1022-3	RICHMAN PEACH FARM, LLC	46,824	1.073	NONE	NONE	SUIT CLAIM



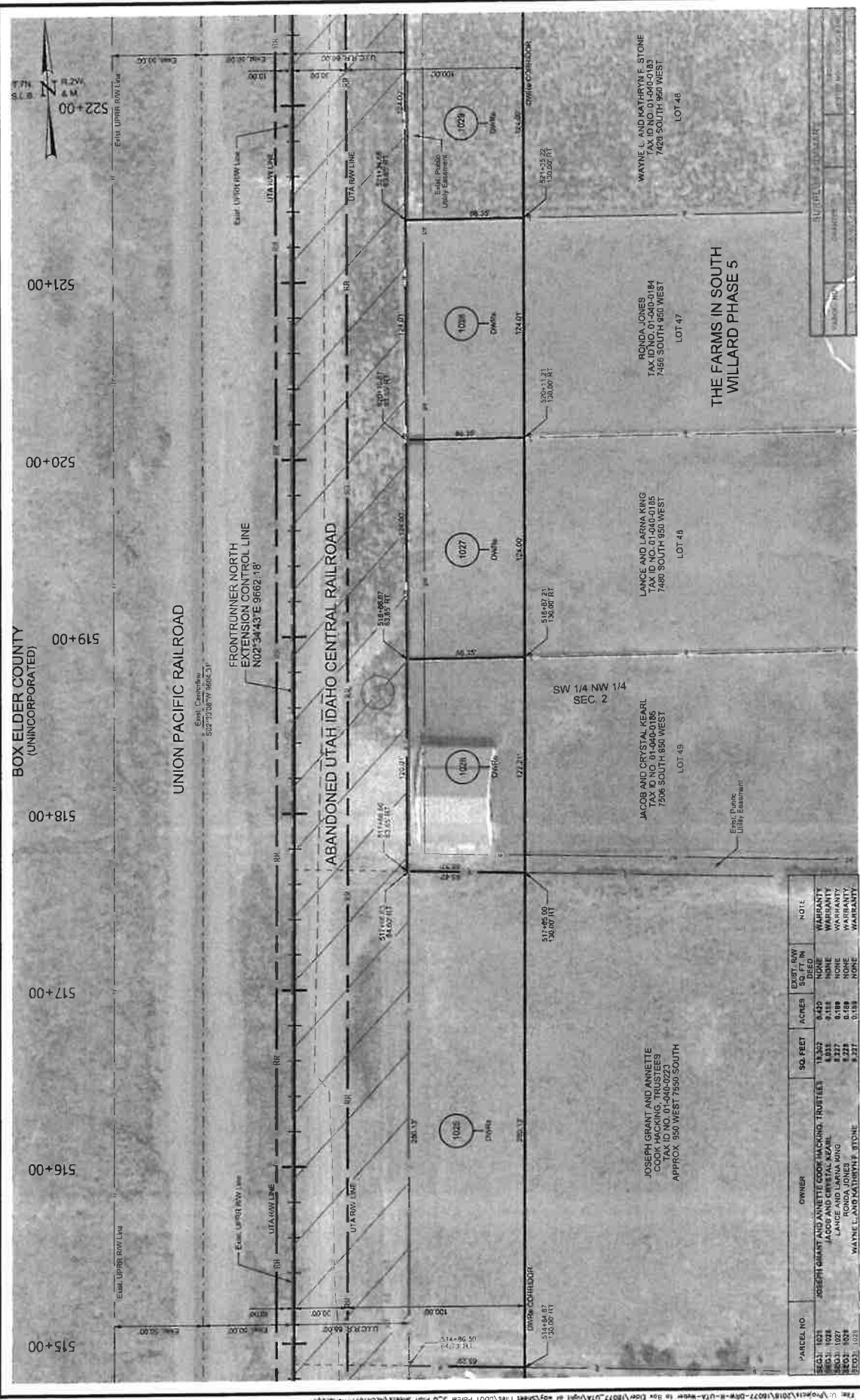
**FRONT RUNNER NORTH EXTENSION**  
 RIGHT OF WAY PLAN  
 SEGMENT 3



PARCEL NO.	OWNER	SQ. FEET	ACRES	ERECT BY	DATE IN	NOTE
1023	RICHMAN PEACH FARM, LLC	43,322	1.24	NONE	NONE	WARRANTY
1024	RICHMAN PEACH FARM, LLC	46,814	1.34	NONE	NONE	QUIT CLAIM
1025	GLEN WOODVATT REVOCABLE TRUST	32,258	0.742	NONE	NONE	QUIT CLAIM
1026	JOSEPH GRANT AND ANNETTE COOK TRUSTEES	19,502	0.450	NONE	NONE	WARRANTY

BOX ELDER COUNTY  
 (UNINCORPORATED)  
 UNION PACIFIC RAILROAD  
 ABANDONED UTAH IDAHO CENTRAL RAILROAD  
 FRONT RUNNER NORTH  
 EXTENSION CONTROL LINE  
 N02°34'33"E S9662.18'  
 NW 1/4 SW 1/4  
 SEC 2  
 GLEN WOODVATT REVOCABLE TRUST  
 TAX ID NO. 01-040-0011  
 APPROX. 7650 SOUTH 1018 WEST  
 JOSEPH GRANT AND ANNETTE  
 COOK TRUSTEES  
 TAX ID NO. 01-040-0023  
 APPROX. 1501 WEST 7550 SOUTH

SCALE IN FEET  
 0 25 50  
 UTA  
 MERIDIAN  
 PROJECT REFERENCE PLAN  
 METRIC 18027  
 GRAPHICAL X0  
 UTA PROJECT NUMBER MSP-140 (PART) 800651  
 FRONT RUNNER NORTH EXTENSION  
 RIGHT-OF-WAY PLAN  
 SEGMENT 3  
 DATE FOR DATE 06/13/2020  
 SHEET NO. R1070



BOX ELDER COUNTY  
(UNINCORPORATED)

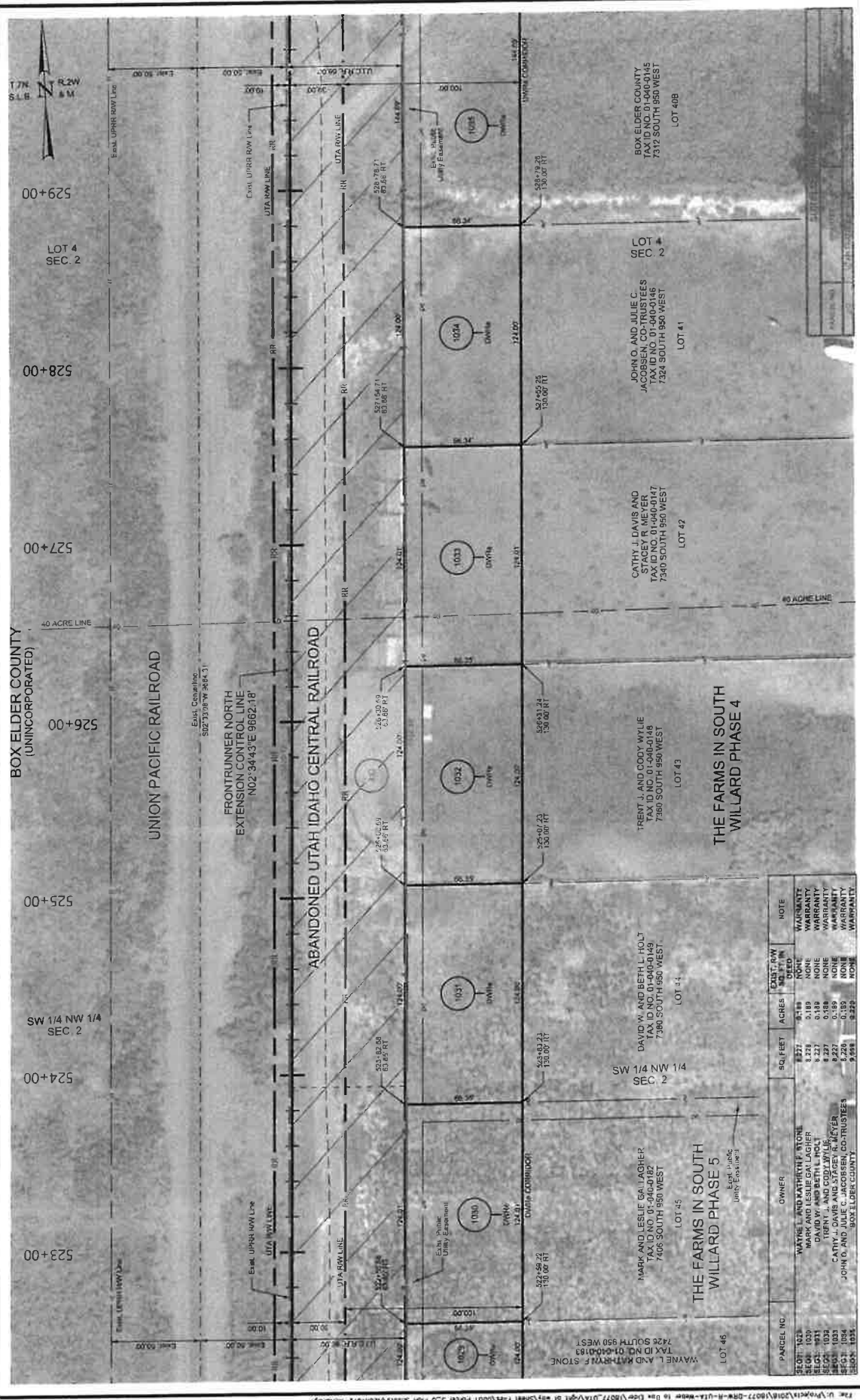
UNION PACIFIC RAILROAD

ABANDONED UTAH IDAHO CENTRAL RAILROAD

THE FARMS IN SOUTH  
WILLARD PHASE 5

PARCEL NO.	OWNER	SQ. FEET	ACRES	EXIST. RAW SQ. FT. IN	NOTE
1021	JOSEPH GRANT AND ANNETTE COOK HACKING, TRUSTEES	11,302	0.430	NONE	WARRANTY
1022	JACOB AND CRYSTAL KEARL	8,111	0.211	NONE	WARRANTY
1023	LANCE AND LANNA KING	8,217	0.189	NONE	WARRANTY
1024	WAYNE L. AND KATHRYN E. STONE	8,221	0.188	NONE	WARRANTY

DATE: 06/13/2020  
 SHEET: R1071  
 PROJECT: FRONTRUNNER NORTH EXTENSION  
 RIGHT-OF-WAY PLAN  
 SEGMENT 3  
 UTA  
 MERIDIAN ENGINEERING, INC.  
 18077  
 SCALE: 1" = 40'  
 SCALE IN FEET



PARCEL NO	OWNER	SQ. FEET	ACRES	EXIST. LAW	DEED	NOTE
1030	WAYNE L. AND KATHRYN F. STONE TAX ID NO. 01-040-0183 7426 SOUTH 950 WEST	8,228	0.189	NONE	NONE	WARRANTY
1031	MARK AND LESLIE G. LACHER TAX ID NO. 01-040-0182 7406 SOUTH 950 WEST	8,227	0.189	NONE	NONE	WARRANTY
1032	DAVID W. AND BETH L. HOLT TAX ID NO. 01-040-0149 7380 SOUTH 950 WEST	8,227	0.189	NONE	NONE	WARRANTY
1033	CATHY J. AND STACEY R. MEYER TAX ID NO. 01-040-0148 7340 SOUTH 950 WEST	8,226	0.189	NONE	NONE	WARRANTY
1034	JOHN O. AND JULIE C. JACOBSEN TAX ID NO. 01-040-0145 7324 SOUTH 950 WEST	8,226	0.189	NONE	NONE	WARRANTY

BOX ELDER COUNTY (UNINCORPORATED)  
 UNION PACIFIC RAILROAD  
 FRONT RUNNER NORTH EXTENSION CONTROL LINE  
 ABANDONED UTAH IDAHO CENTRAL RAILROAD  
 THE FARMS IN SOUTH WILLARD PHASE 4

UTA  
 MERIDIAN  
 PROGRESSIVE TECH

SCALE IN FEET  
 0 25 50

SECTION 1077  
 TOWNSHIP 10  
 RANGE 140  
 COUNTY 4800651

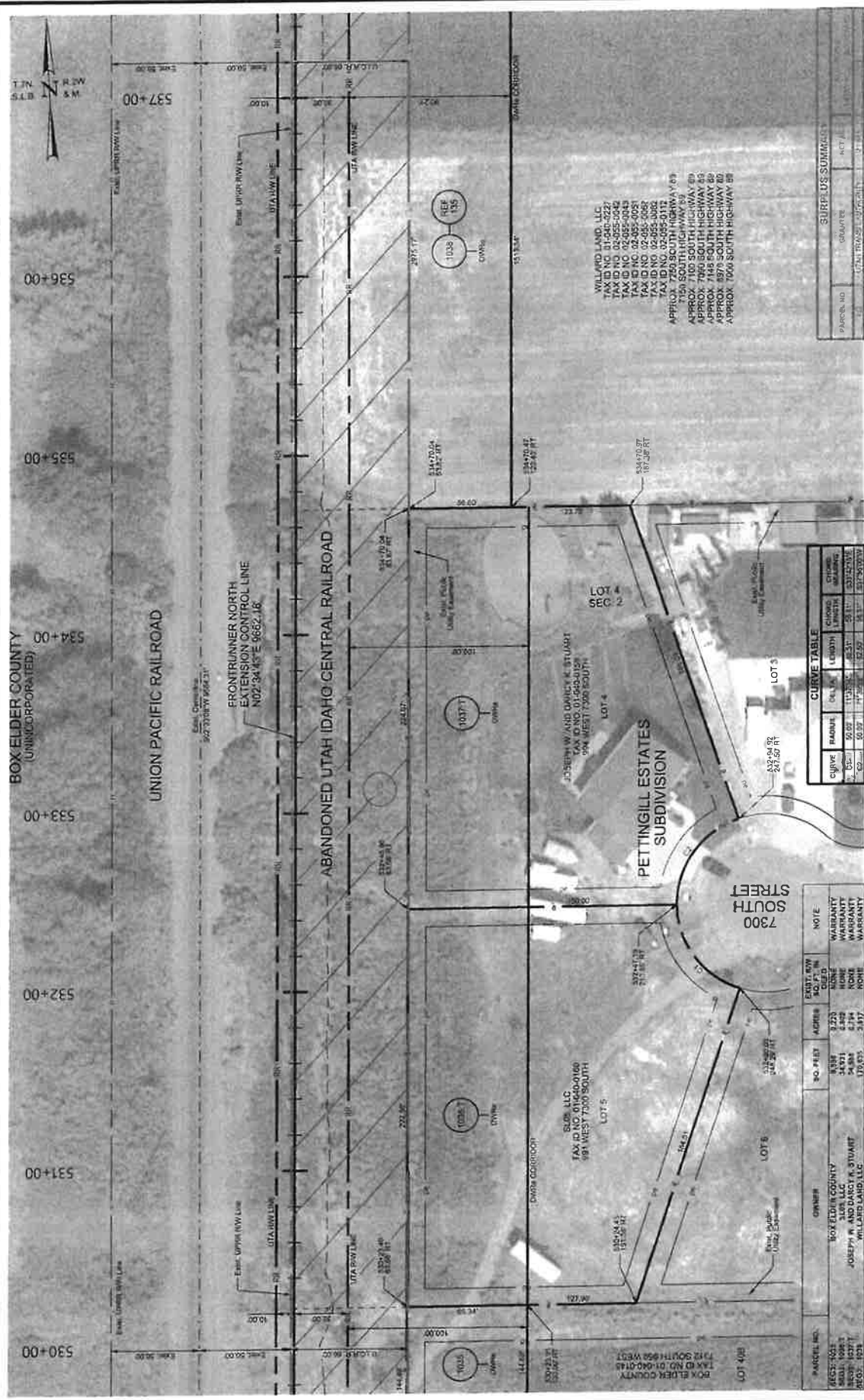
FRONTRUNNER NORTH EXTENSION  
 RIGHT OF WAY PLAN  
 SEGMENT 3

06/13/2020  
 R.1072

523+00  
 524+00  
 525+00  
 526+00  
 527+00  
 528+00  
 529+00

SW 1/4 NW 1/4 SEC 2  
 LOT 40B  
 LOT 41  
 LOT 42  
 LOT 43  
 LOT 44  
 LOT 45  
 LOT 46

40 ACRE LINE  
 60 ACRE LINE



**CURVE TABLE**

Curve	Radius	Delta	Length	Chord	Chord Bearing
C1	50.00'	113.10°	65.51'	53.17'	S30°22'00"W
C2	50.00'	113.10°	65.51'	53.17'	S79°35'30"W

Parcel No.	Owner	Acres	So. Feet	East. Feet	Note
18852-10047	BOX ELDER COUNTY	2.53	14371	4.42	WARRANTY
18852-10048	SLOP, LLC	2.32	14371	4.42	WARRANTY
18852-10049	JOSEPH W AND DANIEL K STUART	2.14	14371	4.42	WARRANTY
18852-10050	WILLARD LAND, LLC	2.17	14371	4.42	WARRANTY

**WILLARD LAND, LLC**  
 TAX ID NO. 01-540-5227  
 TAX ID NO. 02-955-0442  
 TAX ID NO. 02-355-0051  
 TAX ID NO. 02-355-0051  
 TAX ID NO. 02-955-0062  
 TAX ID NO. 02-955-0062

APPROX. 7100 SOUTH HIGHWAY 89  
 APPROX. 7100 SOUTH HIGHWAY 89  
 APPROX. 7000 SOUTH HIGHWAY 89  
 APPROX. 6875 SOUTH HIGHWAY 89  
 APPROX. 7000 SOUTH HIGHWAY 89

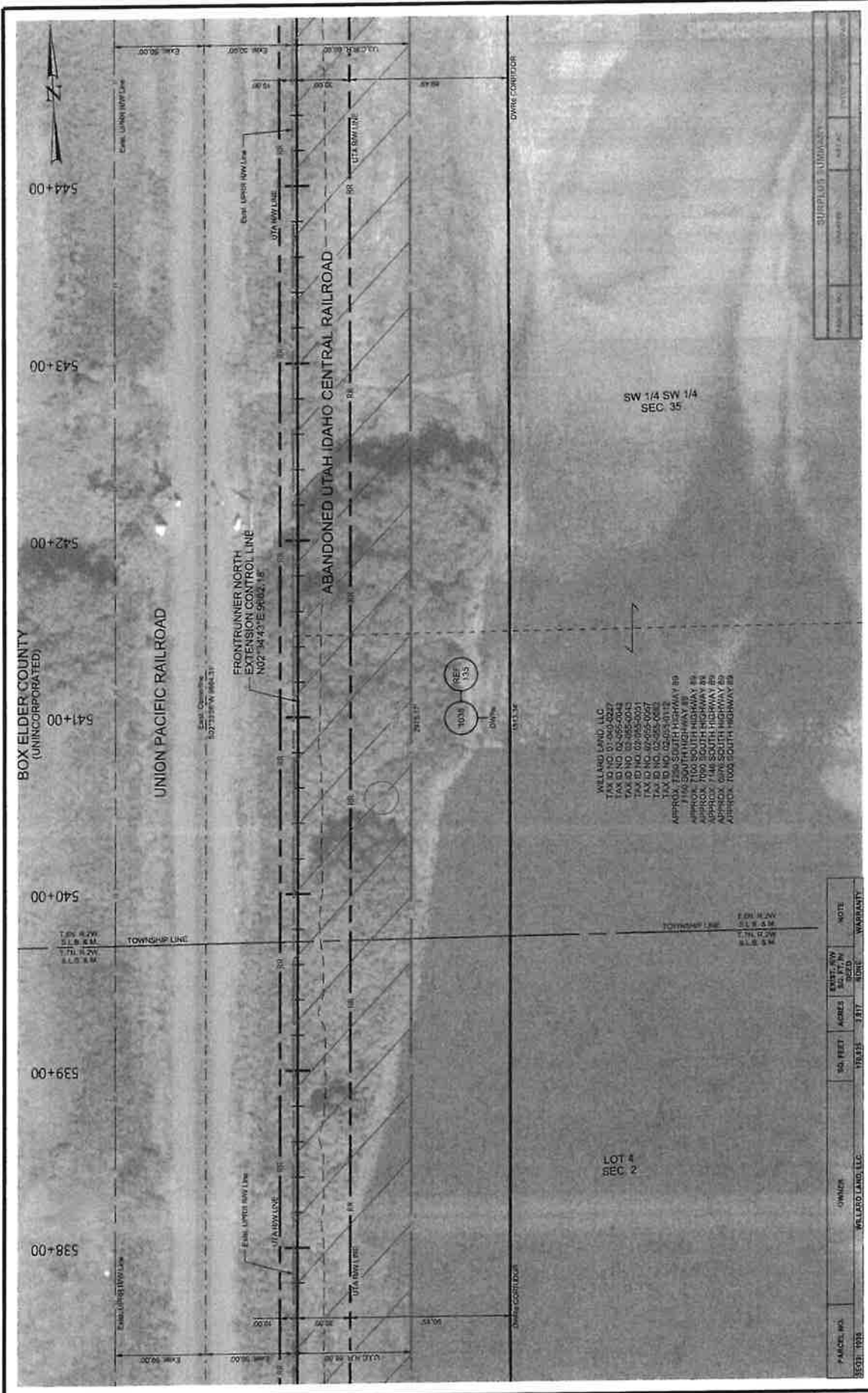
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Scale: 1" = 50'

UTAH  
 MERIDIAN ENGINEERING, INC.  
 1807 WEST 1400 SOUTH, MOUNTAIN VIEW, UTAH 84051

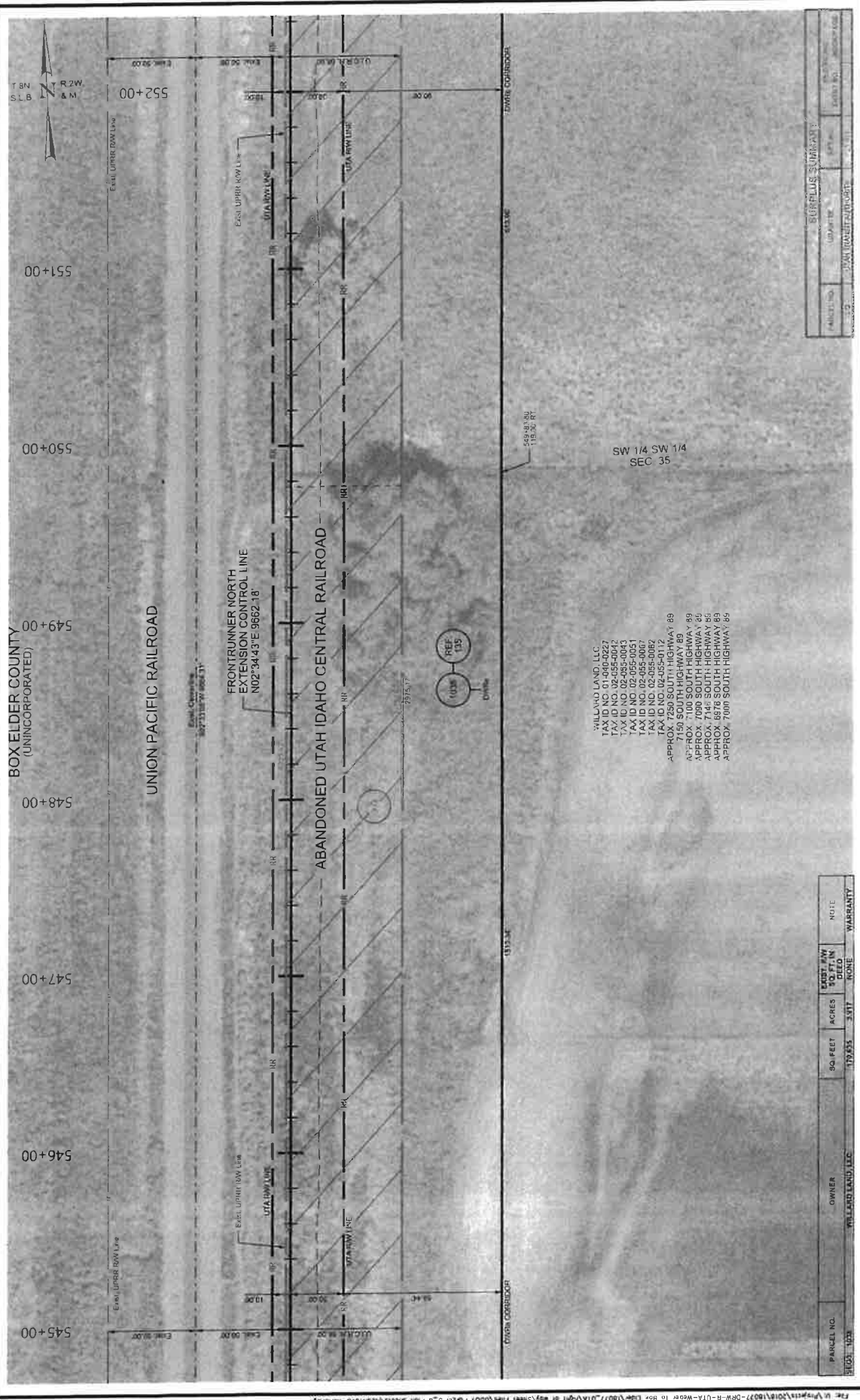
Project: FRONTRUNNER NORTH EXTENSION  
 Right-of-Way Plan  
 Segment 3

Date: 06/13/2020  
 Sheet: R1073



 <b>MERIDIAN</b> <small>ENGINEERING</small>	 <b>UTA</b>	<small>ESTABLISHED</small> MSP 140 1910 880051
	<b>FRONTRUNNER NORTH EXTENSION</b> RIGHT OF WAY PLAN SEGMENT 3	<small>DATE</small> 06/13/2020 <small>WET</small> R1074

14.22 C:\Users\rdonham\OneDrive\Documents\2019\1018\10077-DHW-III-UTA-WORP-10-Box\DW\10077-UTA\right of way\Sheet\FRONT\10077-Plan\_Sheet\MCR1074-Aerial.dwg 6/18/2020

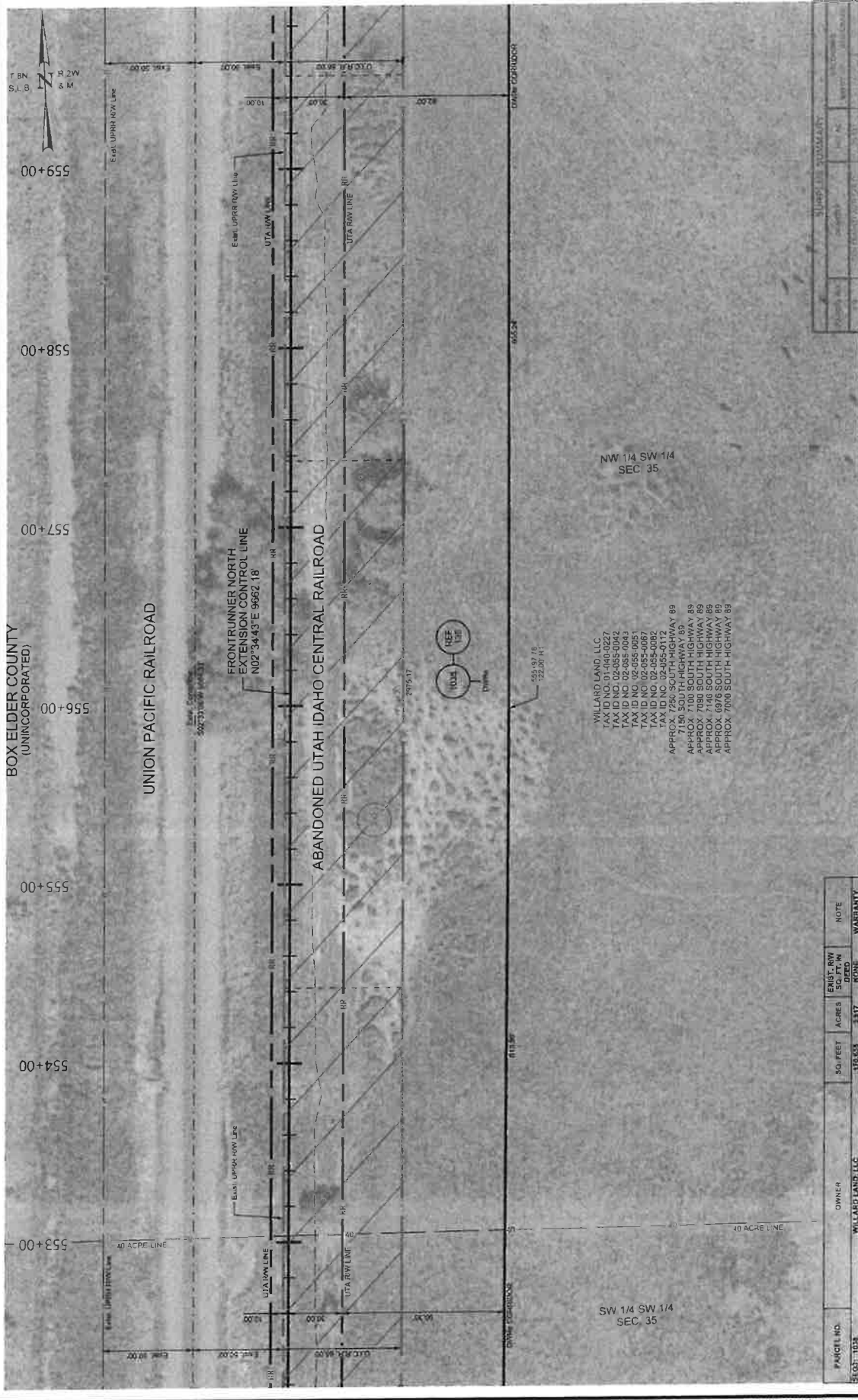


11/23 5/27/2020 5/27/2020

<table border="1"> <tr> <th>PARCEL NO.</th> <th>OWNER</th> <th>SQ. FEET</th> <th>ACRES</th> <th>RIGHT IN DEED</th> <th>NOTE</th> </tr> <tr> <td>1003-1028</td> <td>WILAND LAND, LLC</td> <td>179,655</td> <td>4.07</td> <td>NONE</td> <td>WARRANTY</td> </tr> </table>	PARCEL NO.	OWNER	SQ. FEET	ACRES	RIGHT IN DEED	NOTE	1003-1028	WILAND LAND, LLC	179,655	4.07	NONE	WARRANTY	<table border="1"> <tr> <td> </td> <td> </td> </tr> </table>			<table border="1"> <tr> <td> <table border="1"> <tr> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td>11/23</td> <td>ISSUED FOR PERMIT</td> </tr> </table> </td> <td> <table border="1"> <tr> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td>06/13/2020</td> <td>REVISED</td> </tr> </table> </td> </tr> </table>	<table border="1"> <tr> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td>11/23</td> <td>ISSUED FOR PERMIT</td> </tr> </table>	DATE	DESCRIPTION	11/23	ISSUED FOR PERMIT	<table border="1"> <tr> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td>06/13/2020</td> <td>REVISED</td> </tr> </table>	DATE	DESCRIPTION	06/13/2020	REVISED
PARCEL NO.	OWNER	SQ. FEET	ACRES	RIGHT IN DEED	NOTE																					
1003-1028	WILAND LAND, LLC	179,655	4.07	NONE	WARRANTY																					
<table border="1"> <tr> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td>11/23</td> <td>ISSUED FOR PERMIT</td> </tr> </table>	DATE	DESCRIPTION	11/23	ISSUED FOR PERMIT	<table border="1"> <tr> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td>06/13/2020</td> <td>REVISED</td> </tr> </table>	DATE	DESCRIPTION	06/13/2020	REVISED																	
DATE	DESCRIPTION																									
11/23	ISSUED FOR PERMIT																									
DATE	DESCRIPTION																									
06/13/2020	REVISED																									
<p>FRONTRUNNER NORTH EXTENSION RIGHT-OF-WAY PLAN SEGMENT 3</p>		<p>PROJECT NO. R1075</p>																								

WILAND LAND, LLC  
 TAX ID NO. 02-055-0042  
 TAX ID NO. 02-055-0043  
 TAX ID NO. 02-055-0051  
 TAX ID NO. 02-055-0052  
 TAX ID NO. 02-055-0082  
 TAX ID NO. 02-055-0112  
 APPROX. 7250 SOUTH HIGHWAY 89  
 APPROX. 7000 SOUTH HIGHWAY 89  
 APPROX. 7140 SOUTH HIGHWAY 89  
 APPROX. 8576 SOUTH HIGHWAY 89  
 APPROX. 7000 SOUTH HIGHWAY 89





WILLARD LAND, LLC  
 TAX ID NO. 02-055-0042  
 TAX ID NO. 02-055-0043  
 TAX ID NO. 02-055-0051  
 TAX ID NO. 02-055-0082  
 TAX ID NO. 02-055-0112  
 APPROX. 7250 SOUTH HIGHWAY 89  
 APPROX. 7000 SOUTH HIGHWAY 89  
 APPROX. 7180 SOUTH HIGHWAY 89  
 APPROX. 7148 SOUTH HIGHWAY 89  
 APPROX. 6918 SOUTH HIGHWAY 89  
 APPROX. 7000 SOUTH HIGHWAY 89

PARCEL NO.	OWNER	SQ. FEET	ACRES	EXIST. ROW	DEED	NOTE
51031-1028	WILLARD LAND, LLC	150,553	3.417	NONE	NONE	WARRANTY

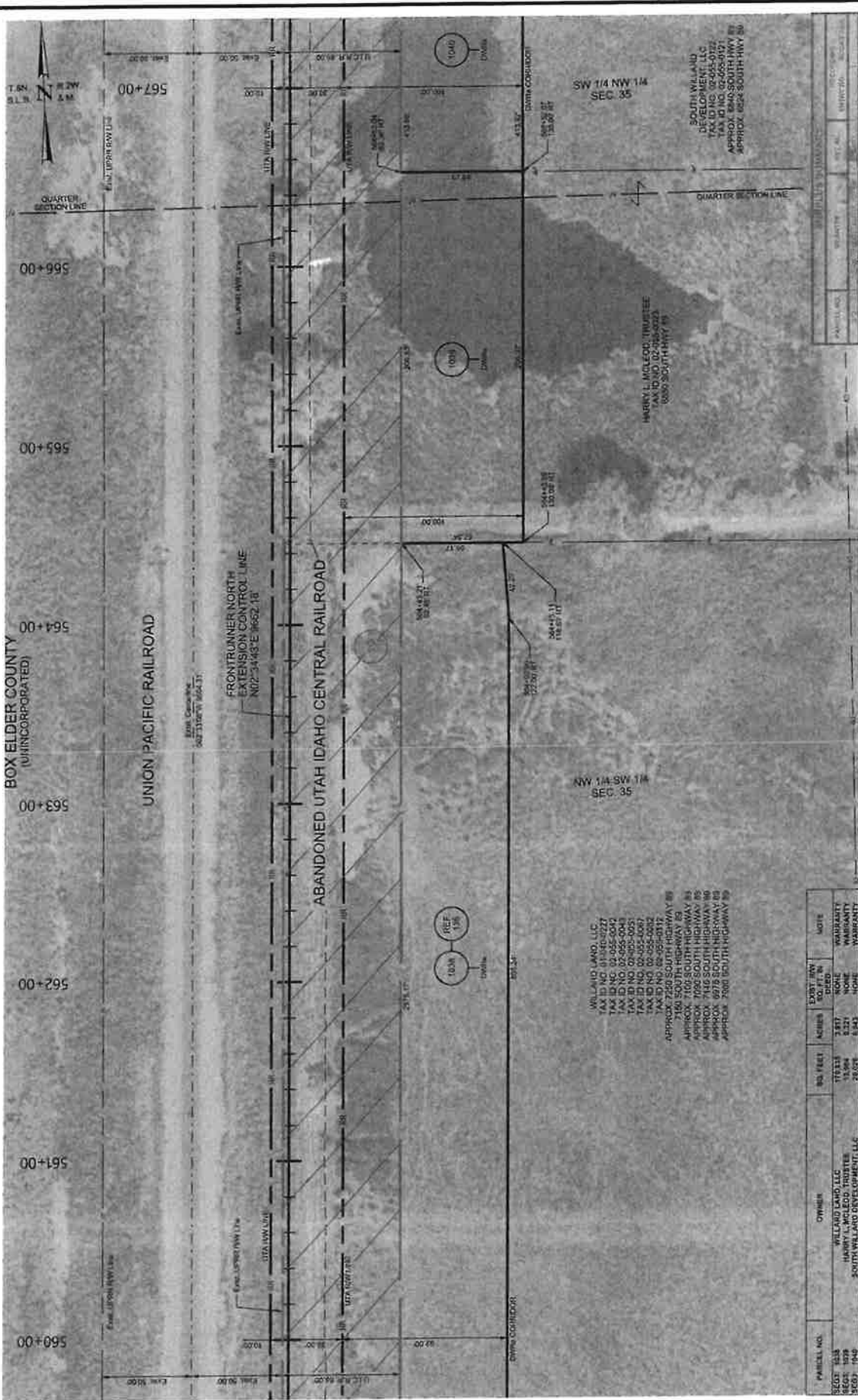


**FRONT RUNNER NORTH EXTENSION**  
**RIGHT OF WAY PLAN**  
**SEGMENT 3**

NUMBER OF SHEETS: 06/13/2020  
 SHEET NO.: R1076

11-23  
 06/27/2020  
 File U:\Projects\101010077-DWR-R-UT-Need to Buy-18077-UT\11\Right of Way\Sheet Files\U001 Parcel 3.0 Plan Sheet\VC01076-A-11.dwg





**FRONTRUNNER NORTH EXTENSION  
RIGHT OF WAY PLAN  
SEGMENT 3**

DATE: 06/13/2020  
PROJECT: R1077

UTAH

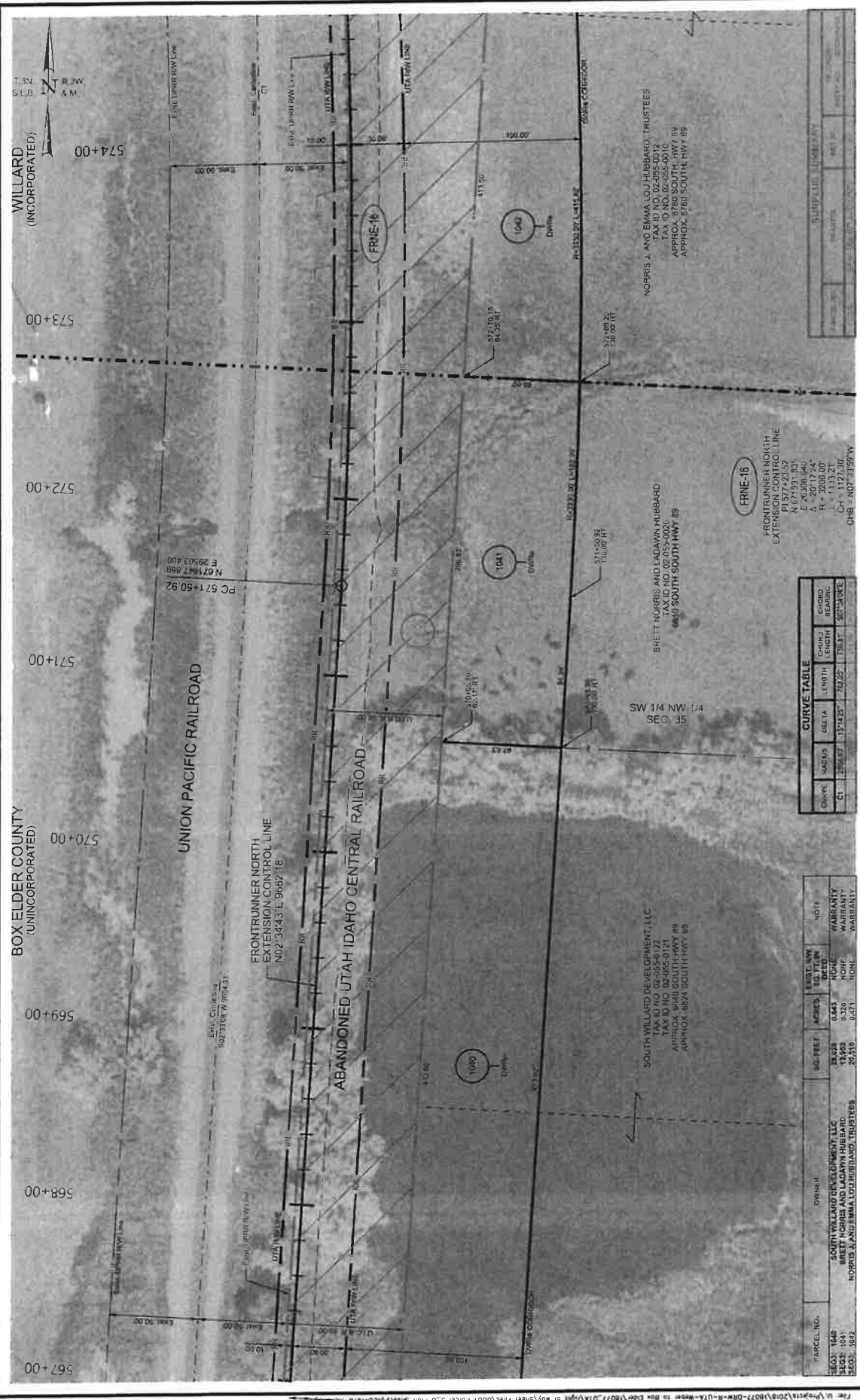
Meridian Engineering, Inc.  
18077  
MSK-LAB  
846051

SCALE: 1" = 40'

PARCEL NO.	NO. FEET	ACRES	EXIST. HWY.	EXIST. R/W	NOTE
1513	17833	3.877	160	160	WARRANTY
1514	15394	3.221	160	160	WARRANTY
1515	8243	1.843	160	160	WARRANTY

OTHER: WILLARD LAND, LLC; HARRY L. McLEOD TRUSTEE; SOUTHERN DEVELOPMENT, LLC

WILLARD LAND, LLC  
TAX ID NO. 01-052-0227  
TAX ID NO. 01-052-0044  
TAX ID NO. 01-052-0043  
TAX ID NO. 01-052-0041  
TAX ID NO. 01-052-0042  
TAX ID NO. 01-052-0045  
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TAX ID NO. 01-052-0100



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**MERIDIAN**  
 ENGINEERING, INC.  
 18077  
 18077


**UTA**  
 UTA  
 18077

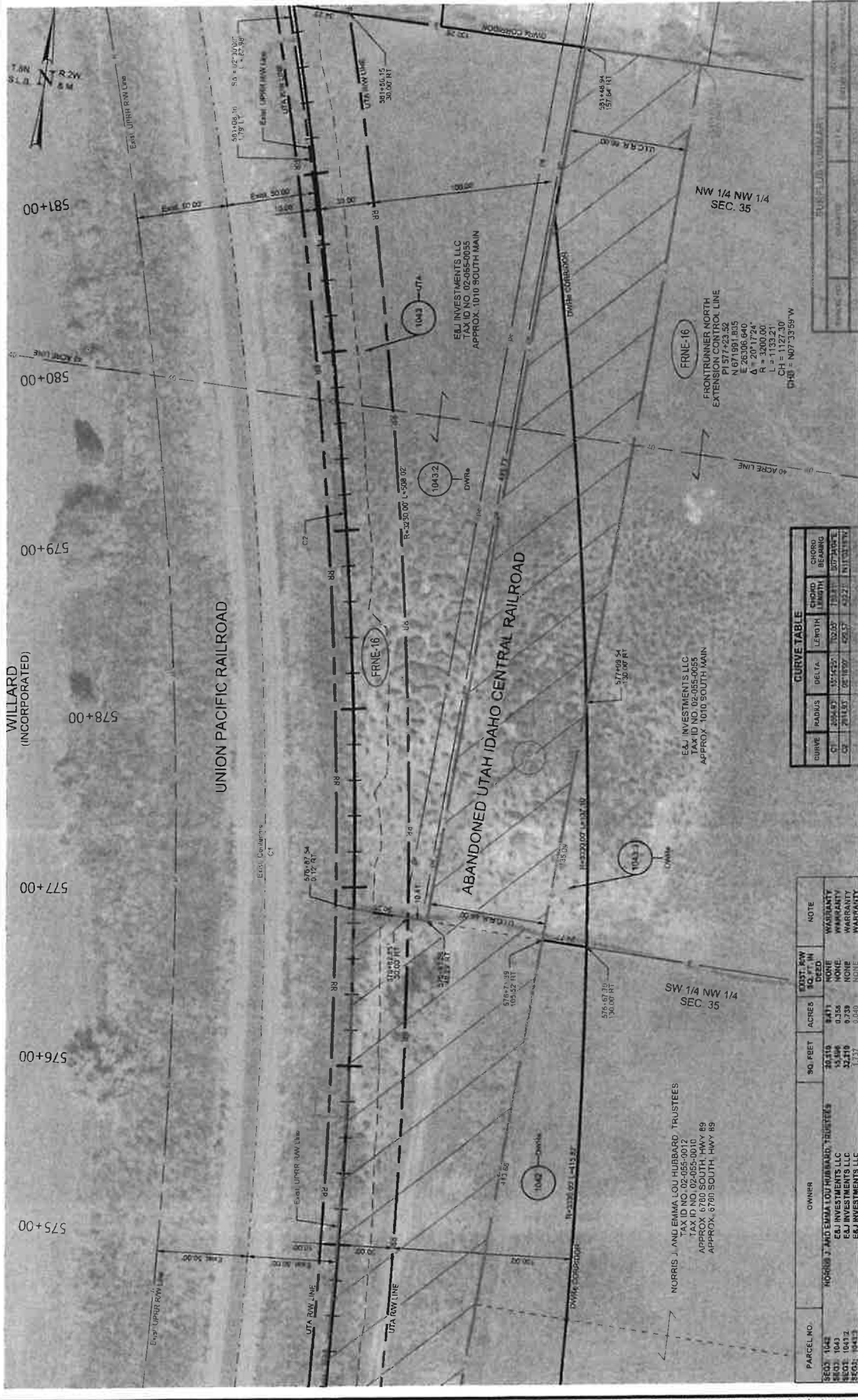
**FRONT RUNNER NORTH EXTENSION**  
**RIGHT OF WAY PLAN**  
**SEGMENT X**

DATE: 06/13/2020  
 DRAWN BY: R1078

CURVE	LOADING	DELTA	LENGTH	CHORD	BEARING
CT	250.00	174.125	102.02	75.87	307.3454E

PARCEL NO.	OWNER	ACRES	80 FEET	80 FEET	NOTE
SE01 1041	SOUTH WILLARD DEVELOPMENT, LLC	0.443	0.320	NONE	WARRANTY
SE01 1041	BRETT NORRIS AND LADAWN HUBBARD	13.553	0.320	NONE	WARRANTY
SE01 1042	NORRIS J. AND EMMA LOU HUBBARD, TRUSTEES	20.115	0.471	NONE	WARRANTY





WILLARD  
(INCORPORATED)

UNION PACIFIC RAILROAD

ABANDONED UTAH IDAHO CENTRAL RAILROAD

NORRIS J. AND EMMA LOU HUBBARD TRUSTEES  
TAX ID NO. 02-055-0012  
APPROX. 6780 SOUTH HWY 89  
APPROX. 6780 SOUTH HWY 89

EJL INVESTMENTS LLC  
TAX ID NO. 02-055-0055  
APPROX. 1010 SOUTH MAIN

FRONTRUNNER NORTH  
EXTENSION  
TAX ID NO. 02-055-0055  
APPROX. 1010 SOUTH MAIN

PARCEL NO.	OWNER	90 FEET	ACRES	DEED NO.	DEED DATE	NOTE
SECS. 14-15	NORRIS J. AND EMMA LOU HUBBARD TRUSTEES	33,640	0.773	14-15-87	11/15/87	WARRANTY
SECS. 10-13	EJL INVESTMENTS LLC	32,310	0.739	10-13-13	05/03/13	WARRANTY
SECS. 10-13	EJL INVESTMENTS LLC	1,737	0.040	10-13-13	05/03/13	WARRANTY

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	204.47'	107.42°	102.03'	153.1°
C2	211.57'	92.110°	62.57'	110.11°

**UTAH**

MERIDIAN ENGINEERING, INC.

PROFESSIONAL ENGINEER LICENSE NO. 180077

PROJECT NO. 180077

DRAWING NO. 180077-X0

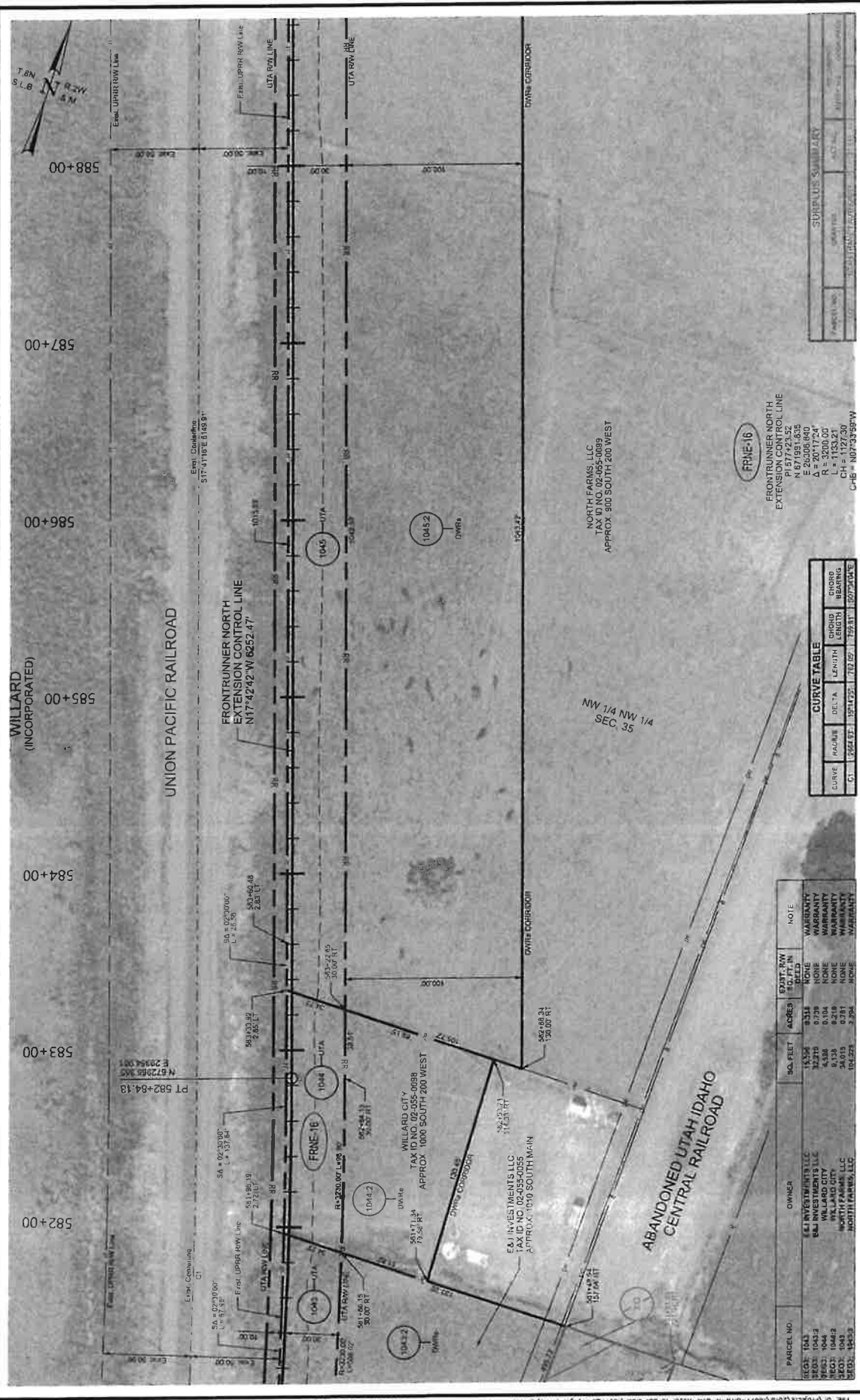
SCALE IN FEET

0 25 50

FRONT RUNNER NORTH EXTENSION  
RIGHT OF WAY PLAN  
SEGMENT X

R 1079

06/13/2020



CURVE TABLE			
CURVE	PC/PT	DELTA	CHORD BEARING
1044'	1044.00	109°40'00"	109°40'00"
1045.2'	1045.20	117°42'42"	117°42'42"

PARCEL NO.	OWNER	SQ. FEET	ACRES	EXIST. ROW	NOTE
1043	E&I INVESTMENTS, LLC	13,334	0.311	NONE	WARRANTY
1042	E&I INVESTMENTS, LLC	3,270	0.075	NONE	WARRANTY
1041	WILLARD CITY	4,138	0.094	NONE	WARRANTY
1040	WILLARD CITY	25,015	0.574	NONE	WARRANTY
1039	NORTH FARMS, LLC	104,273	2.384	NONE	WARRANTY

FRNE-16  
FRONTRUNNER NORTH EXTENSION CONTROL LINE  
N 177°42'42" W  
E 2620.00' R40  
Δ = 20117'24"  
R = 3200.00'  
CH = 1127.50'  
C+B = N07°33'59"W

NORTH FARMS, LLC  
TAX ID NO. 02-055-0099  
APPROX. 910 SOUTH 200 WEST

NW 1/4 NW 1/4 SEC. 35

DATE: 10/27/2020  
SCALE: 1"=50'  
PROJECT: 18077  
SHEET: 30  
DRAWN BY: MJP/JLD  
CHECKED BY: JRM  
DATE PLOTTED: 06/13/2020  
PROJECT NO.: R1080

**UTAH**  
MERIDIAN ENGINEERING, INC.

**FRONTRUNNER NORTH EXTENSION  
RIGHT OF WAY PLAN  
SEGMENT 3**

WILLARD (INCORPORATED)  
585+00  
584+00  
583+00  
582+00

UNION PACIFIC RAILROAD

FRONTRUNNER NORTH EXTENSION CONTROL LINE  
N17°42'42" W 6252.47'

ABANDONED UTAH IDAHO CENTRAL RAILROAD

FRNE-16

1043-2  
1044-2  
1045-2

PT 582+84.18  
N 67°28'00" W  
E 29954.001'

582+00  
583+00  
584+00  
585+00  
586+00  
587+00  
588+00

# Exhibit B

(801) 476-9787 www.jonesandjones.com  
 6050 Fashion Point Drive  
 Salt Lake City, Utah 84143  
**JONES & JONES ASSOCIATES**  
**CONSULTING ENGINEERS**

**2 - TRAIL AREA EXHIBIT  
OVERALL LAYOUT**

WILLARD HOP TRAIL - TRAIL AREA EXHIBIT  
WILLARD, UTAH

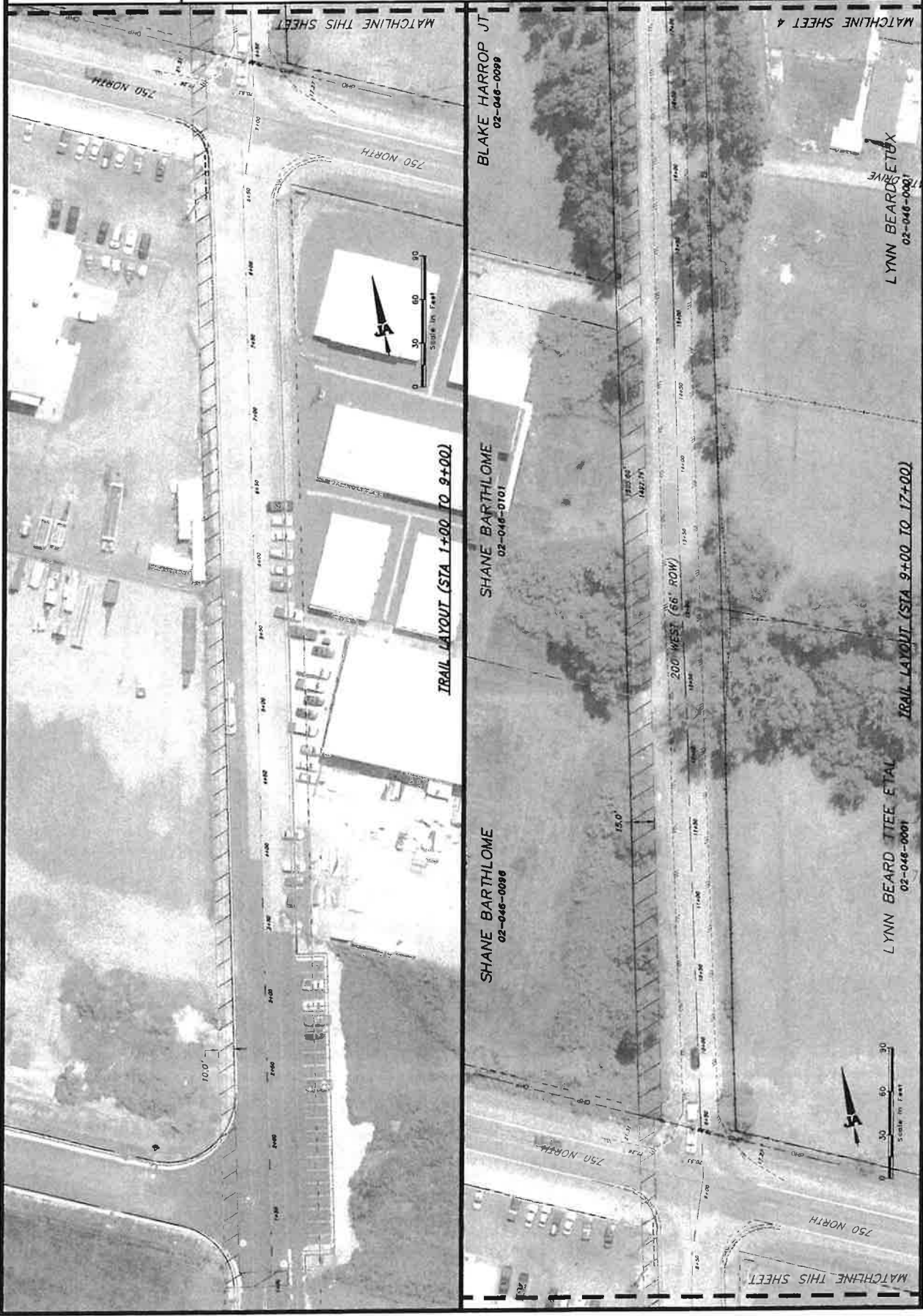
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DESIGNED BY:	JH
CHECKED BY:	JH
DATE:	11/21/12
APP'D:	
REV.	

SHEET: **2**  
OF 3 SHEETS



REV.	DATE	BY	CHKD.

SCALE:	AS SHOWN
DATE:	11/12/12
BY:	ZJB
CHKD:	JH
PROJECT:	WILARD HOP TRAIL
SHEET:	3
OF 3 SHEETS	



4 - 200 W STA 17+00 TO 33+00

WILLARD HOP TRAIL - TRAIL AREA EXPERT  
 WILLARD, UTAH

NO.	DATE	BY	REVISION

SCALE	1" = 20'
DATE	02-20-08
SHEET	4
OF 8 SHEETS	



NELDON KAPP ETUX  
02-046-0003

AKE HARROP JT  
02-046-0089

200 WEST (66' ROW)

LYNN BEARD ETUX  
02-046-0001

TRAIL LAYOUT (STA 17+00 TO 25+00)

ROBERT RADTKE ETUX  
02-046-0047  
02-046-0084

DEAN TAYLOR TTEE  
02-046-0046

KENDRA THURGOOD TTEE  
02-046-0086

LYNN BEARD ETUX  
02-046-0045

TRAIL LAYOUT (STA 25+00 TO 33+00)

LYNN BEARD ETUX  
02-046-0075

LYNN BEARD ETUX  
02-046-0001

BRINTON NEFF JT  
02-046-0009

TODD RICHARDS  
02-046-0004

PRIVATE DRIVE

MATCHLINE THIS SHEET

MATCHLINE THIS SHEET





SCALE:	22.14'	AS SHOWN
HORIZ. SCALE:	1" = 30'	
VERT. SCALE:	1" = 10'	
DATE:	02-04-07	
BY:	ZAS	
CHECKED:	AMJ	
PROJECT:	200 W STA 33+00 TO 49+00	
SHEET:	5	OF 5 SHEETS



KELLY FACER JT  
 02-047-0010

KELLY FACER JT  
 02-047-0009

PEGGY PERRY JO  
 02-047-0001

KRISTEM OKI  
 02-046-0082

TODD RICHARDS ETUX  
 02-046-0085

MICHAEL CROSSLEY TIEE  
 02-047-0184

KENNY CHRISTOPHER ETUX  
 02-047-0071

HAMSON TIEE  
 02-047-0012

HAMSON JT  
 02-047-0011

ZEBULON FIFIELD JT  
 02-047-0134

PHILIP BARLOW  
 02-047-0021

CHRISTOPHER SLY JT  
 02-047-0015

JOELLE BROWNBEARD JT  
 02-047-0189

ALAN BADDLEY  
 02-047-0004

CHRIS ERICKSON  
 02-047-0171

CLINT SKEEN  
 02-047-0005

GARY DYE  
 02-047-0006

BRIAN HAMSON TIEE  
 02-047-0003

DILLON BIRCH JT  
 02-047-0188

TRAIL LAYOUT (STA 33+00 TO 41+00)

TRAIL LAYOUT (STA 41+00 TO 49+00)

200 WEST (70' ROW)

200 NORTH

200 WEST (71' ROW)

580 NORTH

15.0'

15.0'

MATCHLINE SHEET 3

MATCHLINE THIS SHEET

MATCHLINE SHEET 6

MATCHLINE THIS SHEET



6 - 200 W STA 49+00 TO 65+00

WILLARD HORSE TRAIL - TRAIL AREA EXHIBIT

REV	DATE	BY

SCALE: HORIZ. 1"=200'  
 VERT. 1"=20'  
 SHEET: 6  
 OF 8 SHEETS



MATCHLINE SHEET 4

MATCHLINE SHEET 7

MATCHLINE THIS SHEET

MATCHLINE SHEET 6

STACY YOUNGER ETUX  
02-047-0071

MARGARET GREENE  
02-047-0182

JANE BINNS TTEE ETAL  
02-047-0066

WAYNE BRAEGER  
02-047-0072

KATHLEEN ESPLIN  
02-047-0072

DUANE BRAEGER TTEE  
02-047-0047

CHARLENE BARLOW ETAL TTEE  
02-047-0210

CHANDLER BINGHAM ETUX  
02-047-0185

ALAN BADDLEY  
02-047-0042

WAYNE BRAEGER TTEE ETAL  
02-047-0073

JUDY LARKIN  
02-047-0078

JANNALEE HIGLEY TTEE  
02-047-0046

DUANE BRAEGER TTEE  
02-047-0047

DUANE ROPER TTEE  
02-051-0143

ZANE FAIRBANKS ETUX  
02-051-0234

JULIE YOUNG JT  
02-051-0037

MARK MURPHY ETUX  
02-051-0108

JANNALEE HIGLEY TTEE  
02-047-0048

JANNALEE HIGLEY TTEE  
02-047-0049

TAYLOR PEARCE JT  
02-047-0050

ROBERT WHITE JT  
02-047-0051

SCOTT WALKEMIKE SMITH JT  
02-047-0200

CHRISTOPHER WILLARD ETUX  
02-051-0201

SCOTT LUTZ TTEE  
02-060-0145

LARRY KING  
02-051-0141

ROBERT WHITE JT  
02-047-0051

SCOTT WALKEMIKE SMITH JT  
02-047-0200

DERRICK HURST JT  
02-051-0259

DERRICK HURST JT  
02-051-0258

TRAIL LAYOUT (STA 49+00 TO 57+00)

TRAIL LAYOUT (STA 57+00 TO 65+00)

100 NORTH

200 WEST (96' ROW)

CENTER STREET

675.14  
10.00/20.0

675.14  
10.00/20.0

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10.00/20.0

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675.14  
10.00/20.0

675.14  
10.00/20.0

200 WEST (96' ROW)

200 WEST (96' ROW)

200 WEST (96' ROW)

200 WEST (96' ROW)

200 WEST (96' ROW)

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7 - 200 W STA 65+00 TO 81+00  
 WILARD HOR TRAIL - TRAIL AREA EXPERT  
 WILARD, UTAH

SCALE	DATE	BY	CHKD
1" = 20'			
1" = 40'			
1" = 80'			
1" = 160'			

SHEET: 7  
 OF 8 SHEETS



**8 - 200 W STA 81+00 TO 97+00**  
**WILARD HOP TRAIL - TRAIL AREA EXPERT**  
 WILARD, UTAH

SCALE:	1" = 40'
SCALE:	1" = 20'
SCALE:	1" = 10'
DATE:	
BY:	
CHECKED:	
APPROVED:	



TRAVIS NOTE  
02-052-0003

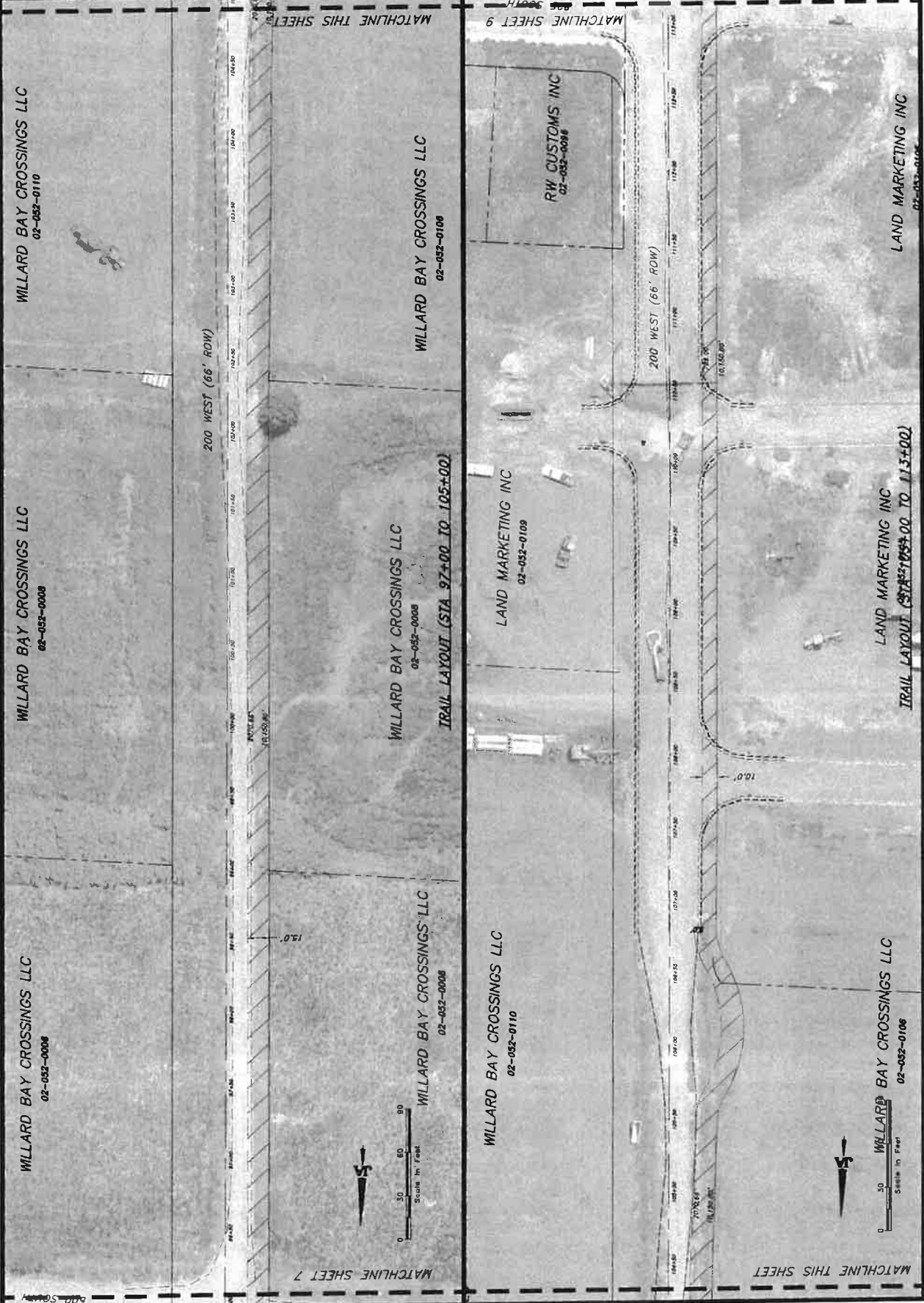
TRAVIS NOTE  
02-052-0003

TRAVIS NOTE  
02-052-0003

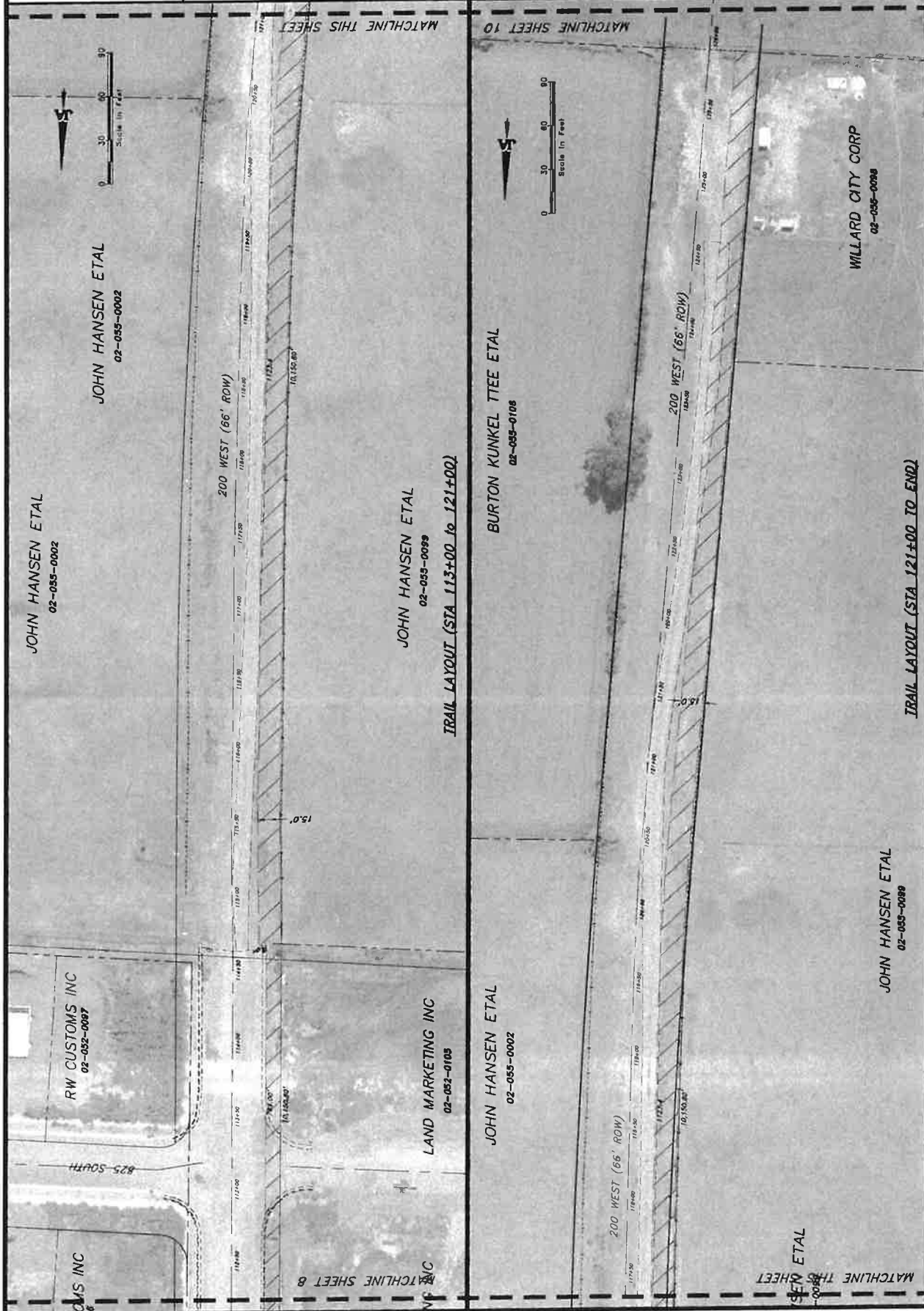


LEWIS HARDING TRUSTEE  
 02-052-0002  
 TRAIL LAYOUT (STA 89+00 TO 97+00)

NO.	DATE	BY	CHKD



REV.	DATE	APP.



**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (“**Agreement**”), dated March 12, 2025, (“**Effective Date**”), is between Life Safety Inspection Vault LLC, an Idaho limited liability company (“**LIV**”), and Box Elder County, a political subdivision of the State of Utah, with a principal place of business at 1 S Main, Brigham City, Utah, 84032 (“**Client**”). The term “**Agreement**” means, collectively, this Agreement, the applicable Registration Form(s), the applicable SOW(s), and any operating rules, policies, and procedures that LIV may publish from time to time. LIV and Client agree as follows:

**SECTION 1. ENGAGEMENT; SERVICES; DUTIES**

**Engagement**

. Subject to the terms and conditions of this Agreement, Client engages LIV to provide Client with web-based management of the Client’s fire safety system permitting (collectively, the “**Services**”). LIV will provide the Services through LIV’s proprietary web-based application that will allow the Client to track and drive code compliance, reduce false alarm activity, and provide a safer community (the “**Vault**”). The Vault provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via LIV’s web application directly to the Client, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. As part of the Services, LIV provides a proactive service, in addition to the Vault, that includes hard and soft copy notifications sent to building owners and follow up phone calls to help increase testing and maintenance activity within the jurisdiction. Client will specify the Services it wishes LIV to provide by executing a Statement of Work (“**SOW**”) substantially in the form attached as Exhibit A to this Agreement. If LIV agrees to provide those Services, LIV will countersign that SOW and will provide the indicated Services to Client under the terms and conditions of this Agreement. The term “**Services**” includes those items described above as well as any other items described on each SOW.

**Designation of Key Personnel**

. LIV’s “**Representative**” is Cole Harding, phone: 855-225-4822, e-mail: Cole.harding@livsafe.com. The Client’s “**Representative**” is Kevin Lloyd, phone: 435-734-3345, e-mail: klloyd@boxeldercountyut.gov Client and LIV will each use best efforts to keep the same key personnel assigned to this engagement throughout the Term. If it becomes necessary for LIV to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described in this Agreement.

**LIV’s Responsibilities**

. LIV shall fully and timely provide all deliverables described in this Agreement and in each SOW in material compliance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations (collectively,

“Laws”). LIV will provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in each accepted SOW. If the need arises for LIV to perform services beyond those stated in a particular SOW, LIV and the Client shall negotiate mutually agreeable terms and compensation for completing the additional services. LIV shall coordinate an annual business review meeting with representatives designated by each party either via teleconference or in person within 60 days before each anniversary of the Effective Date. Client may request that these meetings occur more frequently.

### **Client’s Responsibilities**

. Client’s Representative will be responsible for exercising general oversight of LIV’s activities in completing each SOW. Specifically, the Client’s Representative will represent the Client’s interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by LIV. The Client’s Representative shall give LIV timely feedback on the acceptability of progress and task reports.

## **SECTION 2. COMPENSATION**

### **Management Fee**

1.5.1 Unless a certain report type is noted as an exception on applicable SOW (each, an “**Exception**”), LIV will collect and retain from each user submitting an inspection report a fixed fee of \$18.00 US for each system inspection submitted (the “**Fixed Fee**”). The Fixed Fee will be due and payable by the end user upon uploading an inspection report. The Fixed Fee for any Exceptions will not exceed \$18 per report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date. For clarity, the Fixed Fee is paid by the end user (*e.g.*, the inspector) and the Client is not billed for any fees.

1.5.2 As part of the Services, LIV will collect all fees including the Fixed Fee, due and payable by third party inspectors in connection with activities relating to Vault and the Services, plus any additional fees that Client charges in connection with the activities relating to the premises in question (the “**Inspection Fees**”). The Inspection Fees will be determined solely by Client. If Client elects under the applicable SOW, it may add an administration fee to the Inspection Fees charged to the Client’s customers. If so, LIV will collect that administration fee in addition to the Inspection Fees.

1.5.3 If Client elects to include any Inspection Fees, then within 30 days following the end of each calendar quarter, LIV will remit to Client the amount by which the amount of Inspection Fees collected during such quarter exceeds the amount of Fixed Fees due and payable to LIV under this Agreement for such quarter.



## **SECTION 3. TERM AND TERMINATION**

### **Term of Agreement**

. The term of this Agreement will be for an initial period commencing on the Effective Date and running through the date that is 3 years from the Effective Date (“**Initial Term**”). Thereafter, the Term may be renewed for 2 additional one-year terms (each, a “**Renewal Term**,” and collectively with the Initial Term, the “**Term**”) if, no later than 60 days before the expiration of the initial Term or any successive Renewal Term, Client notifies LIV of its intent to renew the Term.

### **Termination**

. In addition to any other express termination right set forth in this Agreement:

1.7.1 Either party may terminate this Agreement, without cause, effective on 90 days written notice to the other party;

1.7.2 Either party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) is capable of cure and remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

1.7.3 Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

### **Effect of Expiration or Termination**

. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client’s obligations under Section 8, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No termination shall affect LIV’s responsibility to remit any and all fees collected pursuant to Section 2 of this Agreement.

### **Survival**

. This Section 3.4 and Section 2, Section 3.3, Section 4.2, Section 7, Section 8, Section 11, Section 12, and Section 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## **SECTION 4. WARRANTIES; LIMITATIONS**

### **Warranty**

#### **Vault and Services Warranties**

. LIV represents and warrants to Client that all Services to be provided to the Client under the Agreement will be fully and timely performed in accordance with the terms, conditions, and covenants of the Agreement, and all Laws, and that Vault will perform, in all material respects, in accordance with the specifications. While LIV does not warrant the accuracy of the information that is put into Vault by third party inspectors, LIV will take all prudent and necessary steps to ensure its proper and accurate retention, transmission, and provision to Client. Notwithstanding termination of this Agreement for any reason, at all times, the Client will have the ability to access and download all Client Data and related records. LIV further represents and warrants to the Client that LIV has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client under this Agreement.

#### **Non-Suspension or Debarment**

. LIV certifies that it and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

#### **Limitations; Disclaimer of Warranties**

. All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS SECTION 4, VAULT AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND "AS AVAILABLE" AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS SECTION 4, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THIS DISCLAIMER OF WARRANTY EXTENDS TO CLIENT, CLIENT'S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND. LIV'S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 4, AND

CLIENT'S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO SECTION 11 AND SECTION 12, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

**SECTION 5. PROPRIETARY RIGHTS**

**Proprietary Rights**

. LIV retains all right, title and interest in and to Vault, the Services, any derivative works or modifications thereof (the "**Derivative Works**"), any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to Vault, the Services, or any Derivative Works (the "**Documentation**"), any reproductions works made thereof, and any other LIV IP (as that term is defined in Section 6.1). Client shall not remove any product identification or notices of such proprietary rights from Vault or the Services. Except for the limited use rights established under this Agreement, Client has no right, title, or interest in or to Vault, the Services, any Derivative Works, the Documentation, or any other LIV IP.

**Use of Trademarks**

. During the Term, LIV may use the Client's trademarks and logos for the purpose of providing Vault and the Services to Client, and Client hereby grants LIV the right to use Client's trademarks and logos for said purposes. LIV may not, without Client's prior written consent, use Client's trademarks or logos for any other purpose, including promotional services or commercial services not directly related to the provision of Services under this Agreement.

**SECTION 6. SOFTWARE AS A SERVICE TERMS AND CONDITIONS**

**Definitions**

1.14.1 "**Aggregated Statistics**" means data and information related to Client's use of Vault that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of Vault.

1.14.2 "**Authorized User**" means Client's employees, consultants, contractors, and agents as indicated on the Registration Form (i) who are authorized by Client to access and use Vault under the rights granted to Client by this Agreement and (ii) for whom access to Vault has been purchased under this Agreement. Third party inspectors shall not be considered employess, agents, consultants or contractors of Client unless specifically designated in writing by the City.

1.14.3 "**Client Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client, a third party inspector, or an Authorized User through Vault.

1.14.4 “LIV IP” means Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV’s monitoring of Client’s access to or use of Vault, but does not include Client Data.

1.14.5 “Registration Form” means the order form filled out and submitted by or on behalf of Client, and accepted by LIV, for Client’s access to Vault under this Agreement.

## Access and Use

### Registration

. In order to use Vault, Client must: (a) provide certain current, complete, and accurate information about Client as prompted to do so by the Registration Form order to enroll as a Vault user, as applicable; and (b) maintain and update such registration information (“Registration Data”) as required to keep such information current, complete, and accurate. If any Registration Data that Client provides is untrue, inaccurate, not current or incomplete, LIV may terminate Client’s account and Client’s rights to use Vault.

### Provision of Access

. Subject to and conditioned on Client’s compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable right to access and use Vault during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client’s internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access Vault.

### Fees

. There are no fees for access to and the use of the Vault.

### Documentation License

. Subject to the terms and conditions contained in this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client’s internal business purposes in connection with its use of Vault.

### Use Restrictions

. Client shall use Vault only for the benefit of Client, shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of Vault, and shall not use Vault for any purposes beyond the scope of the access granted in this Agreement.

Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Vault or any Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Vault or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Vault, in whole or in part; (iv) remove any proprietary notices from Vault or the Documentation; (v) use Vault or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any Law; (vi) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein. Client shall not be liable and have no obligations as to third party contractors that inspect, test and maintain fire protections systems use of the Vault.

#### Reservation of Rights

. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

#### Data Storage

. LIV shall not place any limit on the amount of memory or other computer storage that Client may utilize through Vault.

#### Suspension

. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of Vault if:

(a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is using the LIV IP for fraudulent or illegal activities; (iv) subject to Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of Vault to Client or any Authorized User is prohibited by Law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access Vault; (any such suspension described in subsections 6.2.8(a) and 6.2.8(b), a "**Service Suspension**").

LIV will use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to Vault following any Service

Suspension. LIV will use commercially reasonable efforts to resume providing access to Vault as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

#### Aggregated Statistics

. Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of Vault and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into Vault. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted by Law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

#### LIV Responsibilities and Uptime

. LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

#### Equitable Relief

. Any breach or threatened breach by Client of any of its obligations under Section 6.2.5 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy. As such, in the event of a breach or threatened breach of Client's obligations under Section 6.2.5, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

#### Client Responsibilities

. Client is responsible and liable for all uses of Vault and any Documentation resulting from access directly provided by Client. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such

Authorized User's use of Vault, and shall cause Authorized Users to comply with such provisions.

### **Termination and Suspension of Service**

. If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days, and shall subsequently securely dispose of Client Data. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

## **SECTION 7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK**

### **LIV IP**

. Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP.

### **Client Data**

. LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data, and perform all acts with respect to the Client Data, as may be necessary for LIV to provide Vault and the Services to Client. LIV may not, without Client's prior written consent, use, resell, redistribute,, or republish the Client Data for any other purpose, including promotional services or commercial services, not directly related to the provision of Services under this Agreement.

### **Feedback**

. If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), LIV is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to LIV on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

## **SECTION 8. CONFIDENTIAL INFORMATION**

## **Definition**

. From time to time during the Term, one party may disclose or make available to the other information about the disclosing party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without reliance on the disclosing party's Confidential Information.

## **Nondisclosure and Nonuse**

1.23.1 The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

1.23.2 Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

1.23.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

1.23.4 The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.



### **Breach; Equitable Relief**

. Each party acknowledges and agrees that a breach or threatened breach by a party of any of its obligations under this Section 8 would cause the non-breaching party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

## **SECTION 9. STAFFING; WORK SITES; LAWS**

### **Place and Condition of Work**

. Client shall provide LIV access to the sites where LIV is to perform the services as required in order for LIV to perform the services in a timely and efficient manner in accordance with and subject to the applicable security Laws.

### **Staffing**

. LIV is responsible for supplying its employees to perform the Services, and for supervising and directing those employees. LIV will ensure that its employees are reasonably competent and experienced to perform the Services. If, at any time during the performance of this Agreement Client finds that the performance of LIV's employees or subcontractors is unsatisfactory, Client may object to the assignment of such employee or subcontractor, and LIV shall assign another of its employees or subcontractors to perform the Services.

### **Compliance with Health, Safety, and Environmental Regulations**

. LIV and its employees will comply in all material respects with all applicable Laws in the performance of the Services, including those promulgated by the Client and by the Occupational Safety and Health Administration (OSHA).

## **SECTION 10. INSURANCE**

. During the Term, LIV, at its cost and expense, shall purchase and maintain the insurance set forth in this Section 10. Coverage must be provided by companies qualified to do business in the state(s) in which the Services will be performed.

### **Workers' Compensation and Employers' Liability**

. Workers' Compensation insurance must be provided as required by all applicable state laws. Employers' Liability insurance must be provided in amounts of at least

\$100,000 each accident for bodily injury by accident; \$500,000 policy limit for bodily injury by disease; and \$100,000 for each employee for bodily injury by disease.

### **Commercial General Liability**

. LIV will obtain and maintain a Commercial General Liability (Occurrence) policy, which policy shall include coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy must have a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence; \$1,000,000 for personal injury liability; and \$2,000,000 general aggregate.

### **Insurance Certificate**

. Upon request, LIV will provide Client with a certificate evidencing the required insurance coverages.

### **Notice of Policy Changes**

. The insurance policies required under this section must all provide that they will not be terminated, cancelled, or allowed to expire without 30 days' prior written notice to the insured. If so notified, LIV will notify Client of the change, timely procure replacement coverage, and provide a replacement certificate to Client.

## **SECTION 11. INDEMNIFICATION**

### **LIV's Indemnification Obligations**

. LIV shall indemnify, defend, and hold harmless Client and its officers, directors, employees, agents, successors and permitted assigns (each, a "**Client Indemnitee**") from and against all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") awarded against a Client Indemnitee in a final judgment and arising out of or resulting from any third-party claim, suit, action or proceeding (each, a "**Third-Party Action**") for:

1.32.1 Bodily injury, death, or damage to real or tangible, personal property resulting from LIV's willful, fraudulent, or negligent acts or omissions;

1.32.2 Claims that allege Vault or the Services, or any use of Vault or the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets; provided that this Section 11.1.2 will not apply to the extent that the alleged infringement arises from: (a) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (b) modifications to Vault or the Services not made by LIV; or (c) Client Data;

1.32.3 Any losses arising out of or related to LIV's breach of any of LIV's representations, warranties, or obligations under this Agreement; or

1.32.4 Any losses awarded against Client in a final judgment and arising out of or resulting from any Third-Party Action for bodily injury, death of any person or damage to real or tangible, personal property, in each case resulting from LIV's grossly negligent or willful acts or omissions.

### **Client's Liability**

. Client shall not be required to indemnify or hold LIV harmless against liabilities arising from this Agreement. However, as between Client and LIV, and to the extent permitted by law and legally available funds, Client is responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to:

1.33.1 Any Losses arising out of or related to Client's breach of any of Client's representations, warranties, or obligations under this Agreement; and

1.33.2 Any Losses awarded against LIV in a final judgment and arising out of or resulting from any Third-Party Action:

(a) For bodily injury, death of any person or damage to real or tangible, personal property resulting from Client's grossly negligent or willful acts or omissions;

(b) Based on Client's or any Authorized User's (i) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing, or (ii) modifications to Vault or the Services not made by LIV.

### **Indemnification Procedures**

. The party seeking indemnification under this Agreement must promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend that Action, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.3 will not relieve the indemnifying party of its obligations under this Section 11.3 unless, and then solely to the extent that, the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

### **Infringement Remedy**

. If a Third-Party Action that would entitle Client to indemnification under Section 11.1.2 is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (a)

modify or replace Vault or the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Client to continue to use the item in question. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, either in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. SECTION 11.1.2 AND THIS SECTION 11.4 SET FORTH CLIENT'S SOLE REMEDIES AND LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM THAT VAULT OR THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LIV'S LIABILITY UNDER SECTION 11.1.2 AND THIS SECTION 11.4 IS SUBJECT TO THE LIABILITY LIMITS SET FORTH IN SECTION 12.

## **SECTION 12. ASSUMPTION OF RISK; LIMITATION OF LIABILITY**

### **Risks Inherent to Internet**

. Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV's control; and (d) LIV does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes the general risks arising from utilization of the internet knowingly and voluntarily. Without limiting the foregoing, Client hereby assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

### **Exclusion of Certain Damages; Limitation of Liability**

. IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM

SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

### **Exceptions**

. The exclusions and limitations in Section 12.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidential Information); (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; (c) Third-Party Actions for death or bodily injury or damage to real or tangible personal property resulting from a party's willful or grossly negligent acts or omissions; and (d) a party's obligation to pay attorneys' fees and court costs in accordance with Section 14.5.

## **SECTION 13. FORCE MAJEURE**

**1.39** Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event that is beyond the reasonable control of such party (each of the foregoing, a "**Force Majeure Event**").

**1.40** A party whose performance is affected by a Force Majeure Event must give notice to the other party, stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement or any affected SOW if such failure or delay continues for a period of 60 days or more and, if the non-affected party is the Client, receive a refund of any amounts paid to the LIV in advance for the affected Services.

## **SECTION 14. MISCELLANEOUS**

### **Notices**

. All notices permitted or required under this Agreement must be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery; (ii) by U.S. Mail, postage prepaid for certified or registered mail, return receipt requested, with the

date of notice being three days following the date of the postmark on the return receipt; (iii) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service; (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail dispatched the same day by one of the methods in clauses (ii) and (iii), with the date of notice being the date of the e-mail. Notices must be addressed to the following addresses, or such other address as one party shall provide the other parties:

To LIV: Life Safety Inspection Vault LLC  
Attn.: Manager  
146 East Chubbuck Road, Suite C  
Chubbuck, ID 83202  
Phone: (208) 254-7718  
E-mail: Cole.harding@livsafe.com

To Client: Box Elder County  
Attn.: Kevin Lloyd  
1 S Main Street  
Brigham City, UT 84302

### **Interpretation**

. Headings in this Agreement are for convenience only and will not affect its meaning. For purposes of this Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement must be construed simply according to its fair meaning and without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Registration Form, each SOW, and all exhibits other documents referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in the body of this Agreement.

### **Amendment and Modification; Waiver**

. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either party of any default in performance by the other party, or any waiver by either party of any breach, or series of breaches, of any of the terms, covenants, or conditions of this Agreement will constitute a waiver of any subsequent breach of any such terms, covenants, or conditions.

### **Severability**

. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

### **Choice of Law; Attorneys' Fees**

. The parties intend for this Agreement to be construed and enforced under the laws of the State of \_\_\_\_\_, except for its choice of law provisions. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. The prevailing party in any proceeding will be entitled to recover in any judgment its reasonable attorneys' fees as may be allowed by the court, together with such court costs and damages as may be provided by Law.

### **Assignment**

. Neither Client nor LIV may assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which consent may not be unreasonably withheld, delayed, or conditioned. Any purported assignment or delegation in violation of this Section 14.6 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

### **Export Regulation**

. Vault and the Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

### **US Government Rights**

. Each of the Documentation and the software components that constitute Vault and the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting

of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to Vault, the Services, and the Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and its contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

**Entire Agreement**

. This Agreement, together with any other documents incorporated into this Agreement by reference, the Registration Form(s), and all SOW(s) constitutes the parties' sole and entire agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is any inconsistency between the statements made in the body of this Agreement, the Registration Forms(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its exhibits; (ii) second, the applicable SOW; (iii) third, any Registration Form; and (iv) fourth, any other documents incorporated herein by reference.

**Counterparts**


. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, all of which constitute one and the same Agreement. Delivery of an executed counterpart signature page of this Agreement by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

LIFE SAFETY INSPECTION VAULT LLC,  
an Idaho limited liability company

BOX ELDER COUNTY,  
a political subdivision of  
the State of

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

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

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

Name: Boyd Bingham

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

Title: County Commission Chair