REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2026-07

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH APPROVING A REINSTATEMENT AND AMENDMENT TO PURCHASE AND SALE AGREEMENT WITH MOUNTAIN WEST VINYL PRODUCTS, LLC, FOR PROPERTY LOCATED IN THE TOOELE BUSINESS PARK.

WHEREAS, Utah law authorizes redevelopment agencies to purchase and sell property for economic development purposes, which purposes include job creation, commercial property and sales tax generation, business expansion, etc.; and,

WHEREAS, on June 3, 2026, the Redevelopment Agency of Tooele City, Utah (the "RDA"), previously approved Resolution 2026-03 authorizing the execution of a Purchase and Sale Agreement (the "Agreement"), with Mountain West Vinyl Products, LLC ("MWV"), for approximately 642,211 square feet of land located in the Tooele Business Park Zoning District (the "Property") for construction and operation of a manufacturing facility (the "Project"); and,

WHEREAS, pursuant to the terms of the Agreement, the closing deadline was set for October 14, 2026; and,

WHEREAS, the transaction did not close on or before October 14, 2026, resulting in the technical lapse and expiration of the Agreement under Section 11 (*Time is of the Essence*); and,

WHEREAS, both the RDA and MWV desire to reinstate the Agreement in its entirety, waive any technical defaults or lapses arising from the passage of the original closing date, extend the closing deadline, and reaffirm all remaining terms and conditions of the Agreement; and,

WHEREAS, the RDA desires to execute a Reinstatement and Amendment to Purchase and Sale Agreement (the "Amendment"), attached hereto as Exhibit A, to reinstate the Agreement and establish an extended closing date; and,

WHEREAS, the Project continues to represent a valuable use of the Property that will bring increased property tax revenues and employment opportunities to Tooele City:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH that the Reinstatement and Amendment to Purchase and Sale Agreement, attached as Exhibit A, for the property transaction with Mountain West Vinyl Products, LLC, is hereby approved, and that the RDA Executive Director is hereby authorized to execute the same, with such minor, non-substantive, or technical modifications as the Executive Director, upon advice of the City Attorney's Office, deems necessary or appropriate to effectuate the purposes thereof.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Board of the Redevelopment Agency of Tooele City, Utah, this 4th day of November, 2026.

TOOELE CITY RDA

(For)	(Against)
Melodi Gochis	
Justin Brady	

ABSTAINING: _____

ATTEST:

Shilo Baker
Shilo Baker, RDA Secretary

SEAL

Approved as to Form:
Matthew C. Johnson, RDA Attorney

EXHIBIT A

Reinstatement and Amendment to
Purchase and Sale Agreement

REINSTATEMENT AND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS REINSTATEMENT AND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this **"Amendment"**) is made and entered into as of this _____ day of _____, 2026 (the **"Effective Date"**), by and between **THE REDEVELOPMENT AGENCY OF TOOELE CITY**, a public agency (the **"Seller"**), and **MOUNTAIN WEST VINYL PRODUCTS, LLC**, a Utah limited liability company (successor-in-interest to MW Property Group, LLC) (the **"Buyer"**). Seller and Buyer may be referred to herein individually as a **"Party"** and collectively as the **"Parties."**

RECITALS

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated **July 16, 2026** (the **"Agreement"**), regarding the purchase and sale of certain real property consisting of Lots 1 and 3 created from Tooele County Parcel No. 02-018-0-0022, located in the Tooele Business Park, Tooele, Utah, as more particularly described in the Agreement (the **"Property"**).

B. Pursuant to Section 3 and Section 6(a) of the Agreement, the initial Inspection Period expired on **September 14, 2026**, and the closing deadline was set for **October 14, 2026**.

C. The Parties did not consummate Closing on or before October 14, 2026, and no written extension notice was submitted prior to the expiration of the Inspection Period, resulting in the technical expiration and lapse of the Agreement under Section 11 (*Time is of the Essence*).

D. Seller and Buyer desire to reinstate the Agreement in its entirety, waive any technical defaults or lapses arising from the passage of the original Closing Date, extend the Closing Date, and reaffirm all other terms and conditions set forth in the Agreement.

AGREEMENT

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

1. **Recitals Incorporated.** The foregoing recitals are true and correct and are incorporated into and made a material part of this Amendment by this reference.

2. **Reinstatement of Agreement.** The Agreement is hereby reinstated in full force and effect as of the Effective Date of this Amendment, as if the Agreement had never lapsed or expired. Any technical default, failure of performance, or termination right resulting solely from the passage of the October 14, 2026 Closing Date is hereby expressly waived by both Parties.

3. **Extension of Closing Date.** Section 3 of the Agreement is hereby amended to provide that the Closing Date shall take place on or before _____, **2026** (the **"New Closing Date"**), or on such earlier date as mutually agreed upon by the Parties in writing.

4. **Status of Inspection Period and Approvals.** The Parties acknowledge and agree that the Inspection Period under Section 6(a) has expired, and Buyer's right to terminate under Section 6(a) is no longer

applicable; provided, however, that Buyer's rights, conditions precedent, and termination remedies relating to Section 4(c) (*Title Exceptions*), Section 7(g) (*Buyer Approvals*), and Section 32 (*OFAC Compliance*) shall remain in full force and effect through the New Closing Date; and, provided further that Section 12 (*Development Agreement*) contingency rights shall remain in effect until the New Closing Date.

5. **Reaffirmation.** Except as expressly modified and amended by this Amendment, all terms, conditions, covenants, representations, and warranties contained in the Agreement shall remain unchanged, in full force and effect, and binding upon the Parties.

6. **Conflict.** In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

7. **Authority.** Each Party represents and warrants to the other that the individual executing this Amendment on its behalf has been fully authorized to do so by all necessary corporate or public entity action, and that this Amendment constitutes a valid and binding obligation of such Party.

8. **Counterparts and Electronic Execution.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Parties to this Agreement expressly agree that they may, but are not obligated to, conduct this transaction electronically, including by scan, email, fax, or other electronic means, pursuant to the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq. and the applicable Uniform Electronic Transactions Act, as amended or substituted. The person signing this Agreement by electronic means represents and warrants that he or she is the person represented through the electronic medium, and that he or she has full power and authority to electronically sign the same, which shall be binding pursuant to Section 23 of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Reinstatement and Amendment to Purchase and Sale Agreement as of the Effective Date written above.

SELLER:

The Redevelopment Agency of Tooele City

By: _____
Name: _____
Title: _____
Date: _____

BUYER:

Mountain West Vinyl Products, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____
Date: _____